

MINUTES OF A REGULAR MEETING
BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA
THURSDAY, FEBRUARY 6, 1969

A regular meeting of the Board of Regents of the University of Oklahoma was held in the office of the President of the University, Norman, on Thursday, February 6, 1969, beginning at 11:00 a.m.

The following were present: Regent Quintin Little, President, presiding; Regents Houchin, Calvert, Davies, Huffman, and Santee.

ABSENT: Regent Sparks.

The following were also present: Dr. J. Herbert Hollomon, President of the University; Vice Presidents Brown, Burr, Dean, Katzenbach, Kennedy, McCarter, Riggs, and White; Dr. Gordon Christenson, Assistant to the President; Dr. Edward Brandt, Associate Director of the Medical Center; Mr. Raymond Crews, Business Administrator of the Medical Center; Mr. David Swank, Associate Professor of Law; Mr. James E. Swain, Press Secretary; and Mrs. Barbara James, Assistant Secretary of the Regents.

The minutes of the meeting held on January 9, 1969 were approved.

A report of the various achievements and accomplishments by the students, faculty, alumni, Research Institute, and the University as a whole for the Norman and Oklahoma City campuses was included in the agenda for this meeting.

President Hollomon reported to the Regents on the status of long-range planning for financial requirements on both the Norman and Oklahoma City campuses. He reviewed comments that he made last week while appearing before State Senate and House of Representatives sub-committees on higher education. He displayed charts and graphs showing financial statistics, enrollment figures, and various other comparisons with institutions in the Big Eight Conference and some other institutions.

President Hollomon reviewed proposed expenditures and income by 1975, the projected full-time-equivalent enrollment by the fall of 1980, faculty-student ratios, faculty salaries, funds available per student at the University compared with those at other selected institutions, and the University request and the State Regents request for state-appropriated funds for OU for 1969-70.

Regent Houchin presented the report of the Regents' Committee on Organization and Administration (Regents Houchin and Huffman). He said the committee has had several meetings and has reviewed salary scales for a number of University positions. As a result of the review, the committee

prepared a schedule showing salary ranges for various administrative positions. Mr. Houchin said this schedule merely categorizes the various offices the University has in its administration and, while making no specific recommendations, the committee offers the following categories and salary ranges as a means of facilitating individual consideration for salary increases in the future:

Vice President - Medical Center	\$35,000 to \$40,000
Provost and other Vice Presidents	25,000 to 35,000
Deans - large professional schools - Medicine, Law, Engineering, Business, Arts and Sciences	26,000 to 32,000
Deans - all other	20,000 to 30,000
Dean of Admissions and Registrar	19,000 to 25,000
Business Manager	21,000 to 26,000
Controller	20,000 to 25,000

Regent Houchin said the committee has two specific recommendations for salary increases at this time. They are as follows: that President Hollomon's annual salary be increased from \$35,000 to \$40,000, and that the annual salary for Dr. James L. Dennis, Vice President for Medical Center Affairs and Dean of the School of Medicine, be increased from \$30,000 to \$35,000, both effective February 1, 1969.

Regent Houchin moved approval of the committee report. Approved.

Regent Calvert stated that during the past week he and Mr. Huffman were visited by representatives of Panhellenic who are concerned about the possibility of deferred rush on this campus. He recommended that the Regents meet informally with members of Panhellenic and the Interfraternity Council following one of the regular Board meetings.

President Hollomon requested Vice President Burr to make arrangements for representatives of these two groups, and any others who are interested in sororities and fraternities, to meet with the Regents following the March meeting to discuss deferred rush and any other problems relating to these groups.

Mr. Houchin reported that last Sunday he had the pleasure of participating in a program at Arrowhead Lodge that was sponsored by the alumni group of McAlester. The theme was "Oklahoma Ten Years from Now." Education,

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of course, was involved in a large part of the forecasting. The University was represented by President Hollomon and Vice President Dennis. Mr. Houchin said they did a magnificent job and the Regents should be proud of the representation the University was given by these two gentlemen.

B. Academic Matters

I. Faculty Personnel

a. Norman Campus Faculty

LEAVES OF ABSENCE:

Sabbatical Leaves of Absence:

Frank B. Canfield, Associate Professor of Chemical Engineering and Materials Science, changed from half pay for the period September 1, 1969 to June 1, 1970 to full pay for the period September 1, 1969 to January 16, 1970.

Jean G. Lorson, Associate Professor of Modern Languages, half pay, September 1, 1969 to June 1, 1970.

Digby B. Bell, Associate Professor of Music, half pay, September 1, 1969 to June 1, 1970.

Sick Leave of Absence with Pay:

Edna K. Keefe, Instructor in Social Work, January 6 to June 1, 1969.

APPOINTMENTS:

Daniel A. Busch, reappointed Visiting Professor of Geology, \$8,800 for 4½ months, January 16 to June 1, 1969.

Alex R. Ross, Visiting Professor of Geology, NSF 1969 Summer Unitary Institute in Earth Science, no salary, December 5, 1968 to June 1, 1969; NSF Academic Year Institute in Earth Science, \$1,470 for June, 1969.

Beverly L. Cox, reappointed Visiting Associate Professor of Zoology, \$1,400 for 4½ months, 1/4 time, January 16 to June 1, 1969.

Peter A. Bartels, Visiting Assistant Professor of Microbiology, \$2,404 for 4½ months, 1/2 time, January 16 to June 1, 1969.

Donald D. Dunlop, reappointed Visiting Assistant Professor of Management, \$3,100 for 4½ months, 1/2 time, January 16 to June 1, 1969.

James Marshall Kenderdine, Assistant Professor of Marketing, \$11,964 for 9 months, January 16, 1969.

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Alexander Liebling, Special Instructor in Accounting, \$1,608 for 4½ months, 1/2 time, January 16 to June 1, 1969.

Grace J. Turman, Flight Instructor in Aviation, \$700 per month, February 1 to June 1, 1969.

Frederick P. DeLuca, Special Instructor in Geology, \$2,898 for 4½ months, 3/4 time; Associate Director of NSF Institutes in Earth Science, \$966 for 4½ months, 1/4 time, January 16 to June 1, 1969.

Grady L. Butler, Special Instructor in Management, \$2,028 for 4½ months, 1/2 time, January 16 to June 1, 1969.

James Roger Benham, Special Instructor in Sociology, \$1,900 for 4½ months, 3/4 time, January 16 to June 1, 1969.

Robert L. White, Special Instructor in Zoology, \$2,500 for 4½ months, 1/2 time, January 16 to June 1, 1969.

CHANGES:

Raymond R. White, Professor of Office Administration; given additional title of Assistant Director, Southwest Center for Education in Family Finance, \$2,000 for 12 months, .10 time, January 1, 1969 to January 1, 1970.

Donald R. Childress, Professor of Finance; given additional title of Assistant Director, Southwest Center for Education in Family Finance, \$2,000 for 12 months, .10 time, January 1, 1969 to January 1, 1970.

James Marion Goodman, Associate Professor of Geography; appointed Director of EPDA Geography Summer Institute 1969, 1/2 of salary from Geography and 1/2 from Summer Institute funds, January 16 to June 1, 1969.

Paul R. Gregory, Assistant Professor of Economics; beginning date changed from January 16, 1969 to September 1, 1969.

Irma R. Tomberlin, Assistant Professor of Library Science, salary changed from \$5,046 for 4½ months, full time, to \$3,784.50 for 4½ months, 3/4 time; given additional title of Assistant Professor and Director, DHEW Library Institute, \$1,387.65 for 4½ months, 1/4 time, January 16 to June 1, 1969.

Ruth J. Donnell, Science Cataloger with rank of Assistant Professor, University Libraries, salary increased from \$7,356 to \$8,520 for 12 months, February 1, 1969.

William Frank Wade, Resident Biologist, Biological Station; given additional title of Adjunct Assistant Professor of Zoology, without additional remuneration, January 16, 1969.

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Charles J. Napravnik, title changed from Graduate Assistant to Special Instructor in English, salary changed from \$1,220 for 4½ months, 1/2 time, to \$2,400 for 4½ months, full time, January 16, 1969.

RESIGNATIONS:

Arnold Court, Adjunct Professor of Meteorology, January 30, 1969.

Wolfgang Lockemann, Associate Professor of Modern Languages, June 1, 1969.

Donald L. Kyle, Assistant Professor of Accounting, August 1, 1969.

M. C. Weber, Special Instructor in Education, January 16, 1969.

Joe E. Brown, Special Instructor in Social Work, December 12, 1968.

Robert C. Lowe, Special Instructor in Social Work, December 13, 1968.

Tomas Rivera, Teaching Assistant in Modern Languages, June 1, 1969.

Approved on motion by Regent Santee.

President Hollomon reported the death of William S. Burgett, Professor of Architecture, on December 25, 1968.

b. Norman Campus Graduate Assistants

APPOINTMENTS:

School of Art

Daniel H. Ticknor, \$550 for 4½ months, 1/4 time, January 16, 1969.

Department of Botany and Microbiology

Garry Wayne Cartwright, Microbiology, \$1,250 for 4½ months, 1/2 time, January 16, 1969.

Mary Susan Ruth, Microbiology, \$1,050 for 4½ months, 1/2 time, January 16, 1969.

School of Chemical Engineering and Materials Science

James Allen Hanan, \$1,200 for 4½ months, 1/2 time, January 16, 1969.

School of Drama

David Mardon, \$550 for 4½ months, 1/4 time, January 16, 1969.

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Carolyn Kay Walker, \$1,100 for 4½ months, 1/2 time, January 16, 1969.

Department of Economics

John E. Filer, \$1,200 for 4½ months, 1/2 time, January 16, 1969.

Robert L. Finley, \$1,200 for 4½ months, 1/2 time, January 16, 1969.

Ahmed R. Mandour, \$600 for 4½ months, 1/4 time, January 16, 1969.

Curtis D. Toews, \$1,150 for 4½ months, 1/2 time, January 16, 1969.

College of Education

Betty Catherine Leone, \$1,000 for 4½ months, 1/2 time, January 16, 1969.

William Lief Neer, \$1,100 for 4½ months, 1/2 time, January 16, 1969.

Department of English

Jennie Lea Caldwell, \$1,220 for 4½ months, 1/2 time, January 16, 1969.

Sharron C. Muskrat, rate of \$1,220 for 4½ months, 1/2 time, January 29 to June 1, 1969. Resigned as Extension Specialist II, School and Community Services, January 27, 1969.

Gloria Slaughter Sinclair, \$620 for 4½ months, 1/4 time, January 16, 1969.

Nancy Shelton Skinner, \$1,770 for 4½ months, 3/4 time, January 16, 1969.

Department of Geography

James Marshall Boswell, \$1,100 for 4½ months, 1/2 time, January 16, 1969.

Leonard Lansing Hodgman, \$1,100 for 4½ months, 1/2 time, January 16, 1969.

Department of History

Peggy Morgan Johnson, \$1,100 for 4½ months, 1/2 time, January 16, 1969.

Paul E. Mertz, \$1,375 for 4½ months, 3/4 time, January 16, 1969.

Jack B. Ridley, \$1,100 for 4½ months, 1/2 time, January 16, 1969.

Charles F. Williams, \$1,100 for 4½ months, 1/2 time, January 16, 1969.

Department of Management

Matthew Mark Starcevich, \$600 for 4½ months, 1/4 time, January 16, 1969.

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Department of Mathematics and Astronomy

Ernest Francis Ratliff, Jr., \$625 for $4\frac{1}{2}$ months, $1/4$ time, January 16, 1969.

Ronald A. Schmidt, \$550 for $4\frac{1}{2}$ months, $1/4$ time, January 16, 1969.

Jacqueline A. Storm, \$500 for $4\frac{1}{2}$ months, $1/4$ time, January 16, 1969.

William Reid Thorne, Jr., \$1,100 for $4\frac{1}{2}$ months, $1/2$ time, January 16, 1969.

Department of Modern Languages

Robert Lydon Olson, \$1,100 for $4\frac{1}{2}$ months, $1/2$ time, January 16, 1969.

William Randall Womack, \$600 for $4\frac{1}{2}$ months, $1/4$ time, January 16, 1969.

Department of Sociology

Danny Ray Merritt, \$500 for $4\frac{1}{2}$ months, $1/4$ time, January 16, 1969.

CHANGES:

Department of Botany and Microbiology

Margaret A. Hamilton, salary changed from \$625 for $4\frac{1}{2}$ months, $1/4$ time, to \$1,250 for $4\frac{1}{2}$ months, $1/2$ time, January 16, 1969.

Bernard F. Krause, salary changed from \$625 for $4\frac{1}{2}$ months, $1/4$ time, to \$1,250 for $4\frac{1}{2}$ months, $1/2$ time, January 16, 1969.

Elizabeth A. McAnally, salary changed from \$525 for $4\frac{1}{2}$ months, $1/4$ time, to \$1,050 for $4\frac{1}{2}$ months, $1/2$ time, January 16, 1969.

Department of Economics

S. Michael Edgar, salary changed from \$1,250 for $4\frac{1}{2}$ months, $1/2$ time, to \$1,725 for $4\frac{1}{2}$ months, $3/4$ time, January 16, 1969.

Anastosias G. Malliaris, salary changed from \$1,200 for $4\frac{1}{2}$ months, $1/2$ time, to \$1,800 for $4\frac{1}{2}$ months, $3/4$ time, January 16, 1969.

Department of English

Patricia Davis Anderson, salary changed from \$1,280 for $4\frac{1}{2}$ months, $1/2$ time, to \$1,920 for $4\frac{1}{2}$ months, $3/4$ time, January 16, 1969.

Garfield D. Bethel, salary changed from \$1,240 for $4\frac{1}{2}$ months, $1/2$ time, to \$1,860 for $4\frac{1}{2}$ months, $3/4$ time, January 16, 1969.

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Robert Charles Brown, salary changed from \$1,220 for $4\frac{1}{2}$ months, 1/2 time, to \$1,830 for $4\frac{1}{2}$ months, 3/4 time, January 16, 1969.

Carl Edward Carter, salary changed from \$1,220 for $4\frac{1}{2}$ months, 1/2 time, to \$1,830 for $4\frac{1}{2}$ months, 3/4 time, January 16, 1969.

John F. Desmond, salary changed from \$1,240 for $4\frac{1}{2}$ months, 1/2 time, to \$1,860 for $4\frac{1}{2}$ months, 3/4 time, January 16, 1969.

Pat H. Fredeman, salary changed from \$1,240 for $4\frac{1}{2}$ months, 1/2 time, to \$620 for $4\frac{1}{2}$ months, 1/4 time, January 16, 1969.

Jo Ann Garrison, salary changed from \$1,180 for $4\frac{1}{2}$ months, 1/2 time, to \$1,770 for $4\frac{1}{2}$ months, 3/4 time, January 16, 1969.

Janice G. Hart, salary changed from \$1,050 for $4\frac{1}{2}$ months, 1/2 time, to \$1,575 for $4\frac{1}{2}$ months, 3/4 time, January 16, 1969.

Kenneth A. Kottka, salary changed from \$1,050 for $4\frac{1}{2}$ months, 1/2 time, to \$1,575 for $4\frac{1}{2}$ months, 3/4 time, January 16, 1969.

Richard R. F. Lund, salary changed from \$1,080 for $4\frac{1}{2}$ months, 1/2 time, to \$1,620 for $4\frac{1}{2}$ months, 3/4 time, January 16, 1969.

John Leon McDonald, salary changed from \$1,080 for $4\frac{1}{2}$ months, 1/2 time, to \$1,620 for $4\frac{1}{2}$ months, 3/4 time, January 16, 1969.

Linda Louise Miller, salary changed from \$1,080 for $4\frac{1}{2}$ months, 1/2 time, to \$1,620 for $4\frac{1}{2}$ months, 3/4 time, January 16, 1969.

Albert H. Nicolai, salary changed from \$1,180 for $4\frac{1}{2}$ months, 1/2 time, to \$1,770 for $4\frac{1}{2}$ months, 3/4 time, January 16, 1969.

Melvin B. Rahming, salary changed from \$1,080 for $4\frac{1}{2}$ months, 1/2 time, to \$1,620 for $4\frac{1}{2}$ months, 3/4 time, January 16, 1969.

Julia Clifton Smith, salary changed from \$1,050 for $4\frac{1}{2}$ months, 1/2 time, to \$1,575 for $4\frac{1}{2}$ months, 3/4 time, January 16, 1969.

Karen A. Wells, salary changed from \$1,220 for $4\frac{1}{2}$ months, 1/2 time, to \$1,830 for $4\frac{1}{2}$ months, 3/4 time, January 16, 1969.

Department of Mathematics and Astronomy

JoAnne S. Growney, salary changed from \$1,200 for $4\frac{1}{2}$ months, 1/2 time, to \$600 for $4\frac{1}{2}$ months, 1/4 time, January 16, 1969.

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Department of Sociology

Gatha Jan Jackson, salary changed from \$500 for 4½ months, 1/4 time, to \$1,000 for 4½ months, 1/2 time, January 16, 1969.

RESIGNATIONS:

Harold E. Ray, Botany and Microbiology, January 16, 1969.

John Behnam, Civil Engineering, January 4, 1969.

Kenneth R. Kentosh, Economics, January 16, 1969.

Kenneth M. Beach, English, January 16, 1969.

Marjorie Orr Beck, English, January 16, 1969.

Sally J. Lindsey, English, January 16, 1969.

Dorothy J. Houk, Journalism, January 16, 1969.

James R. Kirkwood, Mathematics, January 16, 1969.

Eddie R. Norton, Mathematics, January 16, 1969.

Richard M. Perry, Mathematics, January 16, 1969.

Hilda Vivas Salas, Modern Languages, January 16, 1969.

Claude Thomas Moultrie, Jr., Physics, January 16, 1969.

Raymond G. Rose, Physics, January 16, 1969.

Riad N. Rayes, Political Science, January 16, 1969.

Charles Whitson, Speech, January 16, 1969.

Mei Lin Han, Zoology, January 16, 1969.

Approved on motion by Regent Santee.

President Hollomon reported the death of Owen Lee Robinson, Graduate Assistant in the Department of Physics, on December 11, 1968. He was removed from the payroll on January 1, 1969.

c. Oklahoma City Campus Faculty

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APPOINTMENTS:

Martin James FitzPatrick, M.D., Professor of Medicine and of Continuing Education, \$2,250 per month, March 1, 1969.

Katherine Berridge Sohler, Ph.D., Assistant Professor of Biostatistics and Epidemiology, School of Health, \$1,333.33 per month, February 1, 1969.

Maurice Lyle Peter, Jr., M.D., Assistant Professor of Pathology, \$1,416.66 per month, February 1, 1969.

Robert Saxon Baker, LL.B., Visiting Lecturer in Pathology, without remuneration, February 1, 1969.

William Matthew Featherston, M.D., Visiting Lecturer in Psychiatry and Behavioral Sciences, without remuneration, February 1, 1969.

Jerome Bright Miller, M.S.D., Visiting Lecturer in Dental Surgery, Department of Surgery, without remuneration, February 1, 1969.

Bernard A. Bishop, M.E., Research Associate in Psychiatry and Behavioral Sciences, without remuneration, January 1, 1969.

CHANGES:

Gail D. Adams, Ph.D., Professor of Radiology (Radiation Physics) and Radiation Physicist, salary increased from \$1,500 to \$1,916.67 per month, January 1, 1969.

Richard Lee Austin, M.D., Associate Professor of Pediatrics, salary changed from \$1,673.93 to \$2,000 per month, January 1, 1969.

Gordon H. Deckert, M.D., Associate Professor of Psychiatry and Behavioral Sciences; given additional title of Vice-Chairman of Psychiatry and Behavioral Sciences, March 1, 1969.

Eugene A. Durso, M.D., Associate Professor of Radiology, salary changed from \$2,166.66 to \$1,916.66 per month, January 1, 1969.

Neal H. Hardin, Jr., M.A., Assistant Professor of Preventive Medicine and Public Health and of Continuing Education, salary changed from \$1,250 to \$1,333.33 per month, February 1, 1969.

Thomas N. Lynn, M.D., Professor of Preventive Medicine and Public Health, Schools of Medicine and Health, and Associate Professor of Medicine; given additional title of Chairman of Preventive Medicine and Public Health, Schools of Medicine and Health, salary changed from \$1,766.66 to \$2,083.41 per month, March 1, 1969.

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Eugene Pumpian-Mindlin, M.D., Professor and Vice-Chairman of Psychiatry and Behavioral Sciences; delete title of Vice-Chairman, March 1, 1969.

William W. Schottstaedt, M.D., Dean, School of Health; Professor and Chairman, Preventive Medicine and Public Health, Schools of Health and Medicine; Professor of Medicine; Consultant Professor of Psychiatry and Behavioral Sciences; Administrative Head of School of Health Related Professions; delete title of Chairman of Preventive Medicine and Public Health, March 1, 1969.

Carl W. Smith, M.D., Associate Professor of Radiology (Isotopes) and of Medicine and Chief, Section of Isotopes and Nuclear Medicine, salary changed from \$1,541.67 to \$1,875 per month, January 1, 1969.

A. Cyrus Tahernia, M.D., title changed from Clinical Assistant in Medicine and Instructor in Pediatrics to Instructor in Pediatrics, January 1, 1969.

Michael H. Whalen, M.D., Assistant Professor of Medicine, salary changed from without remuneration to \$1,666.67 per month, January 1, 1969.

Harold L. Williams, Ph.D., Research Professor of Psychology, Department of Psychiatry and Behavioral Sciences, salary changed from \$1,916.66 to \$2,000 per month, January 1, 1969.

TERMINATIONS:

Charles Walter Macomber, M.D., Clinical Instructor in Gynecology and Obstetrics, January 1, 1969.

Lucille V. Staton, Assistant in Public Health Nursing, School of Nursing, July 1, 1965.

Fumiro Suga, M.D., Assistant Professor of Otorhinolaryngology, February 1, 1969.

Approved on motion by Regent Santee.

President Hollomon reported the death of William W. Trousdale, Research Associate in Psychiatry and Behavioral Sciences, on December 26, 1968. He was removed from the payroll on January 26, 1969.

E. Finance and Management

I. Investments

President Hollomon reported that shortly after the last Regents' meeting the University received another \$70,000 distribution of funds from the May M. Walker Estate. At the same time, the first payment on the property

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at 63rd and North Eastern, Oklahoma City, was received from Donald LaCava, and additional funds were received from the Murray Case Sells Estate. After obtaining approval from the President of the Board, these funds were used to purchase a \$122,475 6½% Certificate of Deposit with the City National Bank and Trust Co., Oklahoma City, to mature July 21, 1969.

The Certificate represents a joint investment for the following:

E. A. Walker Dormitory Fund	\$ 70,000
Murray Case Sells Foundation	4,900
Donald LaCava Property Fund	<u>47,575</u>
	\$122,475

President Hollomon reported also the following securities owned by the Lease and Royalty Fund are scheduled to mature in February and may be reinvested:

\$ 7,354.37	5% Certificate of Deposit due February 14
\$17,104.53	5% Certificate of Deposit due February 15
\$33,282.84	5% Certificate of Deposit due February 24

President Hollomon made the following recommendations:

1. That the Regents confirm the purchase of the \$122,475 6½% Certificate of Deposit to mature on July 21, 1969.

2. That the principal and interest accrued on the three Lease and Royalty Fund Certificates of Deposit maturing this month, plus the small amount of cash in the fund, be reinvested in Certificates of Deposit or Treasury Bills, whichever will bear the highest rate of return, for a period of six months.

Vice President Brown reported that \$2,100 cash is available in the Murray Case Sells Building Fund as a result of a recent distribution from the Sells Estate. J. & W. Seligman & Co. has recommended the purchase of up to 35 shares of Melville Shoe with this money.

All of the investment recommendations as shown above were approved on motion by Regent Houchin.

II. Budgets

a. 1969 Summer Session Budget

A copy of the 1969 Summer Session Budget was mailed to each Regent with the agenda for this meeting. The budget lists names, positions, and salaries. President Hollomon said that any changes will be presented to the Regents for approval at subsequent meetings.

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President Hollomon recommended approval of the 1969 Summer Session Budget as presented.

Approved on motion by Regent Calvert.

IV. Fees

a. Fee Refund Policy

At the November 14 meeting (p. 9594), the Regents approved a policy regarding refunds of certain special fees charged in connection with enrollments for the Master of Liberal Studies Program in the College of Continuing Education subject to approval by the State Regents for Higher Education. The University has now been notified that this fee refund policy has been approved by the State Regents and is in effect at this time.

This was reported for the information of the Regents. No action was required.

F. Operations and Physical Plant

I. Non-Academic Personnel

ADMINISTRATIVE AND PROFESSIONAL

APPOINTMENTS:

*Charles E. Butler, reappointed Extension Specialist II (Field Consultant), Consultative Center for School Desegregation, Center for Human Relations Studies, salary increased from \$10,860 to \$11,676 for 12 months, January 1, 1969 to January 1, 1970.

*Ira M. Eyster, reappointed Extension Specialist II (Field Consultant), Consultative Center for School Desegregation, Center for Human Relations Studies, salary increased from \$10,860 to \$11,676 for 12 months, January 1, 1969 to January 1, 1970.

*William Glenn Ferguson, Chief Training and Research Consultant, Postal Service Institute, January 1 to July 1, 1969. Paid by special payment.

*Joe M. Garrison, reappointed Director, Consultative Center for School Desegregation, Center for Human Relations Studies, salary increased from \$15,624 to \$16,800 for 12 months, January 1, 1969 to January 1, 1970.

*Subject to availability of grant funds.

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*Robert J. Gentry, reappointed Director, Child Development Programs, OEO Regional Training Officer, School and Community Services, salary increased from \$14,040 to \$15,000 for 12 months, January 1, 1969 to January 1, 1970.

*Curtis L. Glassco, reappointed Associate Director for Tulsa, Consultative Center for School Desegregation, Center for Human Relations Studies, salary increased from \$11,964 to \$13,176 for 12 months, January 1 to August 1, 1969.

*Donald Joe Hall, reappointed Associate Director, Consultative Center for School Desegregation, Center for Human Relations Studies, salary increased from \$12,252 to \$13,500 for 12 months, January 1, 1969 to January 1, 1970.

Julia Anne Jordan, reappointed Field Worker, American Indian Project, rate of \$6,000 for 12 months, February 1 to July 1, 1969.

William Don Kiser, Operations Analyst, Office of the Vice President for Operations, \$2,988 for 12 months, 1/2 time, January 27, 1969.

Larry Wayne Lacewell, Assistant Football Coach, \$12,500 for 12 months, January 1, 1969.

Norman W. McNabb, Director of General Services, \$13,800 for 12 months, December 1, 1968.

Robert L. Miller, reappointed Project Coordinator (Extension Specialist II), Center for Human Relations Studies, \$9,975 for 12 months, February 1 to July 1, 1969.

Bill Carrol Pearson, Executive Chef, Commons Restaurant, Continuing Education Housing, \$12,000 for 12 months plus \$20 per month maintenance, January 13, 1969.

*Evans Ray Satepauhoodle, reappointed Extension Specialist II (Advisory Specialist Tulsa), Consultative Center for School Desegregation, Center for Human Relations Studies, salary increased from \$8,000 to \$9,156 for 12 months, January 1, 1969 to August 1, 1969.

DeRoy Stewart, Accountant III, Office of the Controller, \$8,520 for 12 months, January 24, 1969.

*Judy A. Thomas, reappointed Assistant Regional Training Officer, Child Development Programs, School and Community Services, salary increased from \$9,000 to \$10,092 for 12 months, January 1, 1969 to January 1, 1970.

James W. Tyner, reappointed Field Worker, American Indian Project, \$4,800 for 12 months, February 1 to July 1, 1969.

*Subject to availability of grant funds.

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Sidney L. Vaello, Computer Programmer I, Computing Center, \$6,600 for 12 months, December 16, 1968.

Bill W. Waltman, reappointed Extension Specialist II (Field Consultant), Consultative Center for School Desegregation, Center for Human Relations Studies, salary increased from \$10,860 to \$11,676 for 12 months, January 1, 1969 to January 1, 1970. Subject to availability of grant funds.

CHANGES:

David W. Barrett, title changed from General Counselor to Assistant Director of Financial Aids, January 1, 1969.

Margaret C. Beaird, title changed from General Counselor to Assistant Director of Financial Aids, January 1, 1969.

Mark L. Conkling, title changed from Extension Specialist II to Extension Specialist II (Assistant Director of Liberal Studies), College of Continuing Education, salary changed from \$2,004 for 12 months, 1/4 time, to \$10,092 for 12 months, full time, February 1, 1969.

R. Boyd Gunning, title changed to Executive Director of the University of Oklahoma Foundation and Trust Officer of the University of Oklahoma, February 6, 1969.

Donald J. Huntington, Accountant II, Physical Plant, salary increased from \$8,724 to \$8,940 for 12 months, January 1, 1969.

Margaret Ann Jones, Computer Instructor, Computing Center, salary increased from \$7,500 to \$8,000 for 12 months, December 1, 1968.

Jacqueline J. Nye, title changed from Administrative Assistant to Extension Specialist II (Research Associate), Postal Service Institute, January 1 to July 1, 1969.

Wayman B. Shiver, title changed from Graduate Assistant, Center for Human Relations Studies, to Extension Specialist II, Consultative Center, salary changed from \$3,600 for 12 months, 1/2 time, to \$6,060 for 12 months, full time, January 6 to July 1, 1969.

RESIGNATIONS:

Gerald W. Anderson, Accountant II, Office of the Controller, January 11, 1969.

John Mahlon Gilmore, Extension Specialist II, College of Continuing Education, January 24, 1969.

Leo Richard Iorio, Extension Specialist II, School and Community Services, January 1, 1969.

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Carl William Nystrom, Assistant Football Coach, January 1, 1969.

Steven W. Raulerson, Operations Analyst, Office of the Vice President for Operations, January 1, 1969.

Wayne B. Smith, Systems Analyst, Computing Center, February 13, 1969.

Robert T. Steele, Employment Supervisor, Employment Services, February 4, 1969.

John M. Terry, Extension Specialist II, Business and Industrial Services, February 1, 1969.

Mr. Calvert moved that the recommendation to change Mr. R. Boyd Gunning's title be tabled until after the Alumni Association meeting on Friday and that it be considered again at the next meeting of the Regents. Approved.

On motion by Mr. Houchin, the balance of the recommendations pertaining to non-academic personnel were approved.

II. New Construction

a. Fine Arts Center

President Hollomon recommended confirmation of the action taken by telephone recently approving the final plans and specifications for the Fine Arts Center and authorizing the University to advertise for bids on this project.

Approved on motion by Regent Houchin.

b. Edward Everett Dale Hall

President Hollomon said a Certificate of Substantial Completion has been issued on the construction of Edward Everett Dale Hall. This project has been inspected by University officials and found satisfactory, except for a few items requiring further attention, and the University began occupancy of both sections of the building immediately following January 8, 1969.

President Hollomon recommended that the Regents officially accept this building from the contractor with the stipulation that those few items needing attention will be completed within 30 days from the date of acceptance. As assurance that this will be done, President Hollomon recommended further that the Regents authorize withholding \$25,000 from the final payment to the contractor to cover the costs of these items plus a liquidated damages claim yet to be finalized.

Approved on motion by Regent Davies.

c. Couch Center Parking Lot

President Hollomon reported that construction of the parking lot adjacent to Couch Center has been completed with no punch list items to be corrected and the contractor has submitted a Statement of Guarantee for a one-year period dated February 6, 1969. The lot has been inspected by University officials and found to be satisfactory. The facility is now being used.

President Hollomon recommended that the Regents accept the Couch Center parking lot as complete and authorize final payments to the contractor and to the architect.

Approved on motion by Regent Huffman.

d. Jefferson House

President Hollomon reported a Certificate of Substantial Completion has been issued on the alterations of and additions to Jefferson House. This project has been inspected by University officials and found satisfactory, except for certain minor items which must be completed, and the University began occupancy of the space on January 20, 1969.

President Hollomon recommended that the Regents accept this project as complete with the stipulation that certain incompleted items which need attention will be finished within thirty days from the date of acceptance. As assurance that this will be done, President Hollomon recommended further that the Regents authorize withholding from the final payment the \$18,445 retainage amount authorized under the contract, which amount will also cover a liquidated damages claim yet to be finalized.

Approved on motion by Regent Huffman.

e. Change Orders

The present policy of the Regents pertaining to change orders to construction contracts (p. 2608) authorizes the President of the Board of Regents to execute such change orders upon recommendation of the President of the University provided the net increase in the total cost of the project caused by the change order does not exceed \$5,000 or 10% of the cost of the project, whichever is less. All change orders in excess of \$5,000 are submitted to the Board for approval.

Under normal circumstances of construction procedures it is highly desirable and sometimes quite necessary that immediate decision be made regarding proposed change orders and it seems desirable that the President of the University be authorized to approve construction change orders in amounts up to \$5,000. In unusual circumstances or because of the peculiar nature of certain change order proposals, it might be necessary to request Regents' approval on change orders amounting to less than \$5,000 prior to decision or acceptance. Judgment in such situations would be left to the President's staff.

President Hollomon recommended that the President of the University be authorized to approve change orders to construction contracts in amounts up to \$5,000. Change orders of \$5,000 and over will be submitted to the Board of Regents for consideration.

Approved on motion by Regent Huffman.

f. Change Order - Basic Science Building

President Hollomon reported the following change order to the construction contract for the Basic Science Building has been recommended by the architect and the Vice President for Medical Center Affairs:

- | | |
|--|-----------------------------------|
| <p>1. Room 159, Preparation Lab: Omit the 54A774 Duoflora Fume Hood and install a 55L70 Bacteriology complete control cabinet. This change includes extending the top and understructure to accommodate the bacteriology cabinet and providing certain utilities and related items.</p> | \$ 1,246.30 |
| <p>2. Rooms 158 and 162, Director's Labs: Furnish and install certain items of Science Laboratory equipment and utilities including a chloric acid fume hood together with a 14-inch square PVC exhaust duct with manual wash down, and an exhaust fan with PVC coating. This change includes all the coordinating plumbing and electrical work.</p> | <u>\$15,578.20</u>
\$16,824.50 |

Before bids were taken for this building, specific instructions were given that certain laboratory casework and equipment should be eliminated from the project. This was done at the suggestion of the Public Health Service Regional Office in Dallas and the Basic Science Building Committee so that the Director of the Basic Science Laboratories, who was still to be named, might have a voice in the development of this particular area. The

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Director has now been named and item 2 above represents the work necessary to complete his laboratories for use. Item 1 of this change order is deemed necessary for the teaching process.

President Hollomon recommended that the Regents approve change order No. 8 which will add \$16,824.50 to the construction contract for the Basic Science Building and authorize the President of the Board to execute the necessary documents with the understanding that approval is subject to receipt of a letter of confirmation from the Department of Health, Education, and Welfare on their verbal approval of this change.

Approved on motion by Regent Houchin.

g. Capital Improvements Project Report

As shown on the following four pages, a report was presented to the Regents on projects now under construction and on projects in various stages of planning on the Norman and Oklahoma City campuses. No action was required.

III. Repairs, Remodeling, and Renovation

a. Laboratory Animal Facilities

President Hollomon presented the plans and specifications for the enlargement and renovation of the laboratory animal facilities at the School of Medicine as prepared by the staff of the Medical Center Physical Plant Department. The plans were approved by the Director of Facilities Planning.

President Hollomon said this project is necessary to enable the Medical Center to comply with regulations of the United States Department of Agriculture. Existing facilities are below minimum standards and cannot be approved. Failure to secure approval of the animal facilities will jeopardize much of the teaching and research programs of the Medical Center.

President Hollomon recommended that the plans and specifications be approved as presented and that the Medical Center be authorized to advertise for bids on this project.

Approved on motion by Regent Santee.

VI. Purchases

a. Trucks

OFFICE OF FACILITIES PLANNING
THE UNIVERSITY OF OKLAHOMA

MAJOR CAPITAL IMPROVEMENTS PROGRAM

PROGRESS REPORT, FEBRUARY, 1969

PROJECTS UNDER CONSTRUCTION

Project Number	Project	Architect	Contractor	Contract Award Date	Original Contract Amount	Current Contract Amount	Status (% complete)	Contract Completion Date
NORMAN, OKLAHOMA								
	Golf Course Facility	Architectural Committee	Bill Hayes Const. Co.	April 11, 1968	277,950	Same	85%	Dec. 29, 1968
	Alteration of and Addition to Jefferson House	Architectural Committee	Tankersley & Sons	April 11, 1968	183,000	184,558	100%	Nov. 5, 1968
	Multiple "T" Hangars	Office of Facilities Planning	Aztec Const. Company	Sept. 12, 1968	50,933	Same	72%	Feb. 6, 1969
	Power Plant Expansion	Hudgins, Thompson Ball & Assoc., Inc.	Link Cowen Const. Co.	June 4, 1968	2,260,120	2,263,907.27	60%	June 4, 1969
	Social Sciences Center	Wright & Selby	Lippert Bros., Inc.	May 11, 1967	2,832,319	2,828,222	100%	Jan. 3, 1969
	Couch Center Parking Lot	Black, West & Wozencraft	S. L. Jenkins Const. Co.	Aug. 15, 1968	92,600	94,998	100%	Oct. 17, 1968
OKLAHOMA CITY CAMPUS								
	Basic Science Building	Frankfurt, Short, Emery & McKinley	Blount, Barfell Dennehy, Inc.	Sept. 14, 1967	3,007,200	3,033,819	60%	Aug. 4, 1969
	Remodeling Ward I-H Childrens' Memorial Hospital	Physical Plant Staff	Beasley-Craig Const., Inc.	April 11, 1968	117,216	Same	99.9%	Oct. 8, 1968
	Emergency Room Remodeling	Physical Plant Staff	Boles Const., Inc.	June 13, 1968	54,025	Same	99.9%	Oct. 9, 1968

OFFICE OF FACILITIES PLANNING
THE UNIVERSITY OF OKLAHOMA

MAJOR CAPITAL IMPROVEMENTS PROGRAM

PROGRESS REPORT, FEBRUARY, 1969

PROJECTS IN VARIOUS STAGES OF PLANNING

Project Number	Project	Architect	Contract or Letter	Estimated Cost	Status	Est. Compl. Date-Plans	Est. Compl. Date-Const.
NORMAN CAMPUS							
	Physical Sciences Center	Gumerson & McCormick	C 12/23/66	4,085,000	Contract in the amount of \$3,837,972 awarded to Rayco Construction Company. Notice to Proceed dated January 27, 1969 and construction is under way.		Oct., 1970
	Athletic Dormitory	Coleman, Ervin, & Associates	L 10/16/67	850,000	Working drawings and specifications (60% complete) being developed by the architects although consultant services contract agreement has not been finalized. Estimated completion of construction likely will need revision to a date sometime in early 1970.		
	Swimming Pool	Fritzler, Knoblock, Furry		250,000	Preliminary studies and development of application for Federal assistance through Bureau of Outdoor Recreation under way. Since it has been recently determined that Federal funding assistance will not be available prior to July 1, 1969, it has become necessary to postpone the date of completion in order to avail ourselves of probable Federal funding assistance amounting to possibly as much as \$250,000.		
	Health Center	Jones, Halley, Bates, Riek	L 11/11/65	1,700,000	Architects proceeding with development of construction contract documents--but are awaiting finalization of consultant services contract agreement.		
	Physical Education and Recreation Center	Reid & Heep	L 10/05/66	3,300,000	Use Planning Committee has reorganized and is in the process of development of a written design program with staff assistance from the Office of Facilities Planning.		

PROJECTS IN VARIOUS STAGES OF PLANNING
(Continued)

Project Number	Project	Architect	Contract or Letter	Estimated Cost	Status	Est. Compl. Date-Plans	Est. Compl. Date-Const.
NORMAN CAMPUS (continued)							
	University Arena	Sorey, Hill, Binnicker	L 05/05/66	4,700,000	Schematic plans begun under the guidance of Athletic Department. Use Planning Committee has begun review of these initial planning efforts and a design program is being developed with staff assistance from the Office of Facilities Planning. Since construction funds are definitely available, University officials are in agreement that this project must be pushed to completion as rapidly as possible.		
	Student Activities Center	Noftsgar & Lawrence	L 07/22/68	3,700,000	Development of design program under way. Architectural design consultant is yet to be selected by the University's Board of Regents.		
	E. A. Walker Dormitory	Murray, Jones, Murray	L 02/08/66	850,000	Project dormant. A total of \$445,000 of the \$850,000 gift has been received.		
	Fine Arts Center and Museum	Howard, Samis & Lyons	C 04/12/68	2,301,000	Project has been advertised for bids to be received on February 13, 1969. The anticipated Title I supplemental grant in an amount of \$100,000 to match the additional gift of \$200,000 offered by the Fred Jones family has been disallowed from funds anticipated for FY 69-70, thus the adjusted project budget has become \$2,301,000.		
	Undergraduate Library	Shaw & Shaw	L 02/08/66	3,500,000	Since passage of the December, 1968, bond issue, this project will be revived and development of a design program will be undertaken immediately.		
	Law School	Whiteside, Schultz & Chadsey	L 02/08/66	3,320,000	Basic schematics developed by architects during 1965/66. However, upon completion of an academic program for the University President's recently appointed committee, a design program will be developed with staff assistance from the Office of Facilities Planning and it is anticipated that previously developed schematic planning will be completely re-done. In view of the anticipated work of the academic planning committee, it is likely that the project budget will be revised.		

PROJECTS IN VARIOUS STAGES OF PLANNING
(Continued)

Project Number	Project	Architect	Contract or Letter	Estimated Cost	Status	Est. Compl. Date-Plans	Est. Compl. Date-Const.
NORMAN CAMPUS (continued)							
	Life Sciences Center	McCune, McCune & Associates	L 02/08/66	2,000,000	Project has been dormant, but in view of the recently passed construction bond issue, it is anticipated that this project will be revived and a closer look taken at the schematic planning which has taken place. It is likely that a need exists for a written design program before further schematic planning is undertaken.		
	Severe Storms Lab	Otha Wolf	L 10/12/67	692,000	Schematic plans partially developed. Project awaiting federal funding.		
OKLAHOMA CITY CAMPUS							
	New University Hospital Phase I	Frankfurt, Short, Emery & McKinley	C 12/23/66	10,500,000	Architects developing construction contract documents to be completed and reviewed, if at all possible by February 10, 1969.		June, 1971
	Student Housing-Self Liquidating Bonds	Murray, Jones, Murray	L 03/15/68	4,729,100	Preliminary plans approved June 13, 1968.		
	New Library-Computer Building	Sorey, Hill, Binnicker	Architect supplied by Donor	4,216,754	Schematics prepared for use in grant request. Request approved by National Library of Medicine, but not funded to date. Tentative federal funds.		
	Radiology Addition-Self-Liquidating Bonds	Seminoff, Bowman, Bode	L 03/15/68	350,000	Schematics, cost estimates and income forecasts are being prepared. Conferences with bond advisors indicate good possibility for bond sale.		

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President Hollomon reported the Physical Plant Department is in need of ten pick-up trucks to replace worn-out vehicles now being used by the department. No bids were taken on this purchase since 1/2 ton Chevrolet pick-up trucks are available on a Central Purchasing state contract with Joe Johnson Chevrolet, Pauls Valley, Oklahoma.

Funds are available in the Physical Plant Service Unit account to purchase the trucks.

President Hollomon recommended the Regents approve the purchase of ten Chevrolet 1/2 ton pick-up trucks from Joe Johnson Chevrolet at a total cost of \$16,459.50.

Approved on motion by Regent Huffman.

b. Accounting System

President Hollomon reported it is necessary at this time to purchase a new accounting system for the Extension Division. The Burroughs F1301 presently being used by the Financial Records Section is eight years old, is outdated, and has limitations imposed by its manual system.

Funds are available in the Extension Division budget to purchase a new Burroughs E3501 accounting machine. This machine can be programmed to the specific requirements of the Extension Division and will provide program directors with timely budget and revenue reports and operating statements. At the present time these reports are being manually prepared, causing considerable time lag between the cut-off date and the date that the financial reports are available for use. The Burroughs E3501 will also automatically retrieve stored bits of information from the core memory and provide grant totals of encumbrances placed, encumbrances liquidated, and expenditures. This feature will enable the Financial Records Section to maintain records on an up-to-date basis rather than the present cash basis. Reports can be prepared automatically by up-dating control ledgers. This capability is extremely important for Federal grants and contracts.

Dr. James W. Sweeney, Director of Computer and Electronic Data Processing Laboratories, has approved the suitability of this equipment for the requirements set forth.

No bids were taken on this equipment because it is available on a Central Purchasing state contract with the Burroughs Corporation, Oklahoma City.

President Hollomon recommended approval of purchasing an Alpha-numeric Electronic Accounting System for the Extension Division from Burroughs Corporation as follows:

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Base Machine, E3501	\$14,841.00
Data Recording Construction (read-out)	1,350.00
Program Control Centers, 2 extra	900.00
Delivery charge	74.50
	<u>\$17,165.50</u>
Trade-in, Burroughs F1301	950.00
	<u>\$16,215.50</u>

Approved on motion by Regent Houchin.

c. Furniture for Basic Science Building

President Hollomon reported bids have been received for furnishing and installing seating and writing surfaces for 356 students in two lecture theaters, 288 pedestal swivel chairs for the student laboratories and 300 stacking and ganging chairs for seminar areas in the new Basic Science Building.

A tabulation of the bids received is shown on the next page.

Item No. 1 as bid by A. F. Williams Furniture Co. does not meet specifications in that the seats do not swivel 90 degrees as required.

President Hollomon recommended acceptance of the following bids subject to receipt of a letter of confirmation from the Department of Health, Education, and Welfare on their verbal approval of this purchase:

Item No. 1 - Dowling's, Inc. base bid - \$29,868.40

Item No. 2 - Fields-Downs Randolph alternate 2 - \$8,680.32
(The base bid and alternate 1 to Item No. 2 exceed equipment budget)

Item No. 3 - A. F. Williams Furniture Co. base bid - \$5,742.96
plus \$165 for chrome

In response to a question as to why this purchase did not go through Central Purchasing, Dr. Brandt explained there was a shortage of time and Medical Center officials felt it would be faster to issue their own invitation to bid. Mr. Huffman called attention to the Governor's request that all orders be placed through Central Purchasing. The Regents asked that an attempt be made to place all orders through Central Purchasing in the future.

The recommendation as shown above on the purchase of furniture for the Basic Science Building was approved on motion by Regent Calvert.

	<u>City Office Supply, Inc.</u>	<u>Dowling's, Inc.</u>	<u>Fields-Downs Randolph Co.</u>	<u>American Seating</u>	<u>Western Bank & Office Sup.</u>	<u>A.F.Williams Furniture Co.</u>
<u>Item #1</u>						
Lecture hall seating for 356	--	\$29,868.40	\$43,639.25	\$34,484.00	--	\$28,144.76
<u>Alt. 1</u> - lecture hall seating w/o modesty panel	--	29,686.40	43,323.25	34,076.00	--	27,902.76
<u>Item #2</u>						
288 student fiberglass chairs, upholstered	--	13,161.60	16,384.32	--	15,350.40	--
<u>Alt. 1</u> - same chair w/o upholstery	--	10,238.40	11,154.24	--	12,196.80	--
<u>Alt. 2</u> - 288 student steel chairs	--	11,511.36	8,680.32	--	11,318.40	10,946.88
Aluminum chair - does not meet specifications	--	--	7,983.36	--	--	--
<u>Item #3</u>						
300 seminar room fiberglass chairs, upholstered	--	7,152.00	10,402.20	--	8,473.56	5,742.96 +\$165 with chrome
<u>Alt. 1</u> - same chair w/o upholstery	3,795.00	4,460.00	4,708.20	4,075.00	5,229.00	3,684.00 +\$165 with chrome
<u>Alt. 2</u> - 300 seminar room steel chairs	--	6,576.00	5,627.50	--	--	--

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d. Furniture for Edward Everett Dale Hall

President Hollomon reported bids have been received through Central Purchasing for additional furniture for Dale Hall. A complete tabulation of the bids received was included in the agenda for this meeting.

President Hollomon recommended that awards be made to the low bidders as follows:

A. F. Williams Furniture Co., Oklahoma City
Net, F.O.B. Norman. 7 week delivery on
Thonet, 30 day delivery on Monarch and
Heywood-Wakefield

Item 4 - 10 rectangular tables	\$ 375.50	
Item 5 - 234 swivel arm chairs	8,826.48	
Item 6 - 3 sofas, 3 seat	712.95	
Item 7 - 2 spruce sofas, 2 seat	360.88	
4 pumpkin sofas, 2 seat	660.40	
Item 8 - 5 lounge chairs	523.70	
Item 9 - 4 black lounge chairs	414.08	
4 bronze green lounge chairs	452.96	
Item 10- 2 benches	167.32	
Item 11- 4 end tables	227.24	
Item 12- 10 end tables	480.50	
Item 13- 2 pedestal type dining tables	<u>101.86</u>	\$13,303.87

Fields-Downs Randolph Co., Oklahoma City
Less $\frac{1}{2}$ of 1%, F.O.B. Norman
8-12 weeks delivery

Item 1 - 23 straight chairs, no arms	\$ 373.52	
Item 14- 8 dining chairs, no arms	593.60	
Item 15- 20 stacking chairs	468.00	
Item 16- 22 storage cabinets	<u>1,103.08</u>	
	\$2,538.20	
Less $\frac{1}{2}$ of 1%	<u>12.69</u>	\$ 2,525.51

Oklahoma Seating Co., Oklahoma City
Net, F.O.B. Norman. 90 day delivery

Item 2 - 6 wood lecturns	\$ 237.00	
Item 3 - 5 speaker stands	<u>420.00</u>	\$ 657.00

Total Entire Bid		\$16,486.38
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Approved on motion by Regent Davies.

e. Gasoline

President Hollomon reported that bids have been received through Central Purchasing for ethyl gasoline to be used in University vehicles during the period March 25, 1969 through March 24, 1970. The estimated total is 120,000 gallons.

The bids received are as follows:

1. Sinclair Oil Corporation Prairie Village, Kansas 1%-10 days, net 30 days F.O.B. Norman	\$0.188 gallon	\$22,560
2. Gulf Oil Company of U.S., Oklahoma City No terms listed - F.O.B. Norman	\$0.192 gallon	\$23,040
3. American Oil Company (Standard Oil Division) Kansas City, Missouri 1%-10 days, net 30 days F.O.B. Norman	\$0.1942 gallon	\$23,304
4. Continental Oil Company, Oklahoma City Net. F.O.B. Norman	\$0.1957 gallon	\$23,484
5. Kerr-McGee Corporation, Oklahoma City 1%-10 days. F.O.B. Norman	\$0.2018 gallon	\$24,216
6. Mobil Oil Corporation, Dallas Net 30 days. F.O.B. Norman	\$0.2052 gallon	\$24,624
7. Phillips Petroleum Corporation Kansas City, Missouri 1%-20 days. F.O.B. Norman	\$0.227 gallon	\$27,240

President Hollomon recommended that the contract be awarded to the low bidder, Sinclair Oil Corporation, to provide ethyl gasoline for the period March 25, 1969 through March 24, 1970.

Approved on motion by Regent Huffman.

f. Technicon AutoAnalyzer

President Hollomon reported the Purchasing Office attempted to obtain bids on a Technicon AutoAnalyzer for Carbohydrate Chromatography for the School of Home Economics. Returns show this to be a single source item marketed by the manufacturer with no similar equipment available.

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President Hollomon recommended that the award be made to Technicon Corporation, Tarrytown, New York, at the quoted price of \$6,062, net, f.o.b. Norman.

Approved on motion by Regent Santee.

V. Contracts and Agreements

a. Postal Service Institute Agreement

President Hollomon distributed copies of the following proposed Agreement between the Regents of the University of Oklahoma and the United States Government for the creation of a National Technical Training Center:

AGREEMENT

AGREEMENT, made this ____ day of _____, 1969, by and between the Regents of the University of Oklahoma, a public body corporate under the Laws of the State of Oklahoma, hereinafter referred to as "University", and the United States of America acting by and through the Post Office Department, hereinafter called the "Government".

WITNESSETH:

WHEREAS, The Government desires to lease from the University certain space in the dormitory structure known as Couch Center located in the County of Cleveland, State of Oklahoma, on the main campus of the University of Oklahoma and in addition desires to lease land and improvements to be completed as substantially depicted in plans and drawings which are attached hereto and made part hereof and indicated as being Exhibit "C", for the purpose of establishing a National Technical Training Center for a term, at rents, and pursuant to the terms, covenants and conditions of tentative lease agreements in form as hereto attached and marked Exhibits "A" and "B".

WHEREAS, The University deems the construction and operation of such National Technical Training Center to be an appropriate use of University property, and furthers the chartered educational responsibilities of said University; and there is land available on the campus at Norman, Oklahoma as well as available requisite space in said Couch Center; and the University is willing to construct, renovate and make available the required facilities and to lease the same and the premises to be used in conjunction therewith pursuant to the terms of the attached lease agreements Exhibits "A" and "B".

NOW, THEREFORE, in consideration of One Dollar and other valuable consideration and of the mutual undertakings of the parties hereto.

1) The University will call for bids for the construction of such building, improvements, and equipment as substantially depicted in Exhibit "C" based on said plans, drawings and specifications. Following the receipt of bids from responsible bidders, the University will consider such bids, and the costs of financing, including cost of the sale of bonds, administration, legal, architectural and engineering costs incident to such construction and the bid price and the additional costs will be added the ground rental for the land to be leased and the additional rental payment for site services, utilities and administrative charges and the Parties will negotiate an annual rental for a period of three (3) years which will permit the recovery by the University of such costs and expenses during such term. The construction of said facility being contingent upon the sale of self-liquidating bonds by the University.

2) The University will call for bids for the renovation of the required space in Couch Center based on Government supplied plans and drawings as substantially shown on attached Exhibit "D". Following the receipt of bids from responsible bidders, the University will consider such bids, and the costs of financing, administration, legal, architectural and engineering costs incident to such renovation and the bid price and administrative charges will be paid in one lump sum payment by the Government to the University upon the execution of the lease agreement marked Exhibit "B".

3) Following the receipt of bids and determination of all costs but, prior to the commencement of construction the amount of annual rental shall be inserted in Paragraph 3 of the aforesaid lease marked Exhibit "A" attached and the lump sum payment shall be entered in Paragraph 3 of the aforesaid lease marked Exhibit "B" and such leases will be executed by each of the Parties.

4) It is specifically agreed and understood by the parties that the plans and specifications for the construction of both the new facility and the renovation of Couch Center are not complete at the time of the execution of this agreement. Prior to advertising for bids the University and the Government shall mutually agree upon the plans and specifications.

5) It is specifically understood by the parties that they shall prior to or concurrent with the execution of any lease agreements enter into Food Service and Maid Service agreements.

IN WITNESS WHEREOF this Agreement is executed the day and year first above written by the Regents through its officers authorized so to do, and the Government by an officer authorized under law to sign for and on its behalf.

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LEASE AGREEMENT
EXHIBIT "A"

AGREEMENT made this _____ day of _____, 1969, by and between the Regents of the University of Oklahoma, a body corporate under the laws of the State of Oklahoma, hereinafter referred to as "University" and the United States of America, hereinafter referred to as the "Government."

WITNESSETH:

The University does hereby lease, demise and let unto the Government and the Government does hereby take and rent from the University for the National Technical Training Center the premises hereinafter described, a part or portion of the campus of the University of Oklahoma at Norman in the County of Cleveland, State of Oklahoma, the demised premises more particularly described as follows:

Area bounded on the south by Chesapeake Avenue, on the east by Jenkins Avenue, on the west by Lawrence Street containing 150,000 square feet more or less as shown in Exhibit "C", to the basic agreement (north boundary to be determined by survey)

together with improvements to be constructed thereon as hereinafter provided. Together with the demised premises, the Government shall have the right of access to and from the demised premises over and across and upon the roads, aprons, walks and ways on said premises as required in aid of Government's operations hereunder.

The aforesaid leasing is for a term, at rents and subject to the following provisions, covenants and conditions:

1. Construction Clause

The University agrees to cause to be constructed a National Technical Training building, structures, improvements and equipment ancillary thereto to meet the Government's requirements for its use as a National Technical Training Center hereunder in accordance with plans, drawings and specifications hereto and identified as Exhibit "C".

Any changes in this agreement to be binding on the University must be in writing and executed by the President of the University or his authorized representative. Any changes in this agreement, to be binding upon the Government shall be in writing and executed for the Government by the Contracting Officer who is the person executing this agreement on behalf of the Government, his duly appointed successor, his authorized representative, or any person designated "Contracting Officer" by the Postmaster General, the Deputy Postmaster General, or the Assistant Postmaster General, Bureau of Facilities.

The Contracting Officer may at any time prior to the receipt of bids by written order make changes in the drawings and/or specifications of the building to be constructed under the terms of the Basic Agreement between the parties dated the _____ day of _____, 1969, if within its general scope. Such changes shall not change the appearance of any building located on the leased premises unless approved by the University.

After receipt of bids all changes shall be approved by the University and appropriate written change orders shall be submitted by the Government before any change in the plans or specifications shall be approved by the University. If such changes cause an increase or decrease in the cost of the facility to the University or in the time required for completion of the facility, an adjustment shall be made and this agreement shall be modified in writing accordingly. All proposals by the University for an increase or decrease in the cost of completion as a result of changes in the work shall be submitted in a lump sum amount. A record of the dollar amount of the increased and decreased completion costs, resulting from change orders will be kept by the University during the course of construction. If upon completion of construction, the total dollar amount of all increased costs is greater than the total dollar amount of all decreased costs, then the amount of such difference will be paid to the University by the Government in a lump sum as increased rental at the time of the first month's rental is payable or at the sole election of the Government the annual rental stipulated herein during the lease term will be increased by thirty-seven and thirty-three one hundredths (37.33) per cent of such difference. If the total dollar amount of all decreased costs is greater than the total dollar amount of all increased costs, then the annual rental stipulated herein during the lease term shall be reduced by thirty-seven and thirty-three one hundredths (37.33) per cent of such difference.

If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Clause 6 hereof, but nothing provided herein shall excuse the University from proceeding with the prosecution of the work as changed. Except as otherwise provided in this contract no charge for any extra work or material will be allowed.

2. Term

The term of this lease and rentals payable thereunder, shall commence not later than July 1, 1969 and shall end three (3) years from the date of the commencement of the term. It is understood and agreed that if the building is not ready for occupancy on the commencement date, the Government shall have the option, at the end of the term of this lease agreement, to extend the term of this lease, without rental obligation, by the number of days from such completion date to the date the building is ready for occupancy. It is further agreed that the Government shall have the same option to extend the lease for such number of days that the premises are unfit for use, as described in paragraph 13 herein.

3. Rental

The Government shall pay the University during the basic term: (1) an annual ground rental of two thousand, two hundred fifty (\$2,250.00) Dollars; (2) an additional annual rental for site service, utilities, and administrative costs of twenty-six thousand, seven hundred twenty-four dollars and ninety-six hundredths (\$26,724.96) Dollars; (3) Consistent with Paragraph 1 of the Basic Agreement between parties dated the _____ day of _____, 1969 an additional per annum rental not to exceed thirty-seven and thirty-three one hundredths percentum (37.33%) of the lowest responsible bid for aforesaid construction each being payable in equal installments at the end of each calendar month. Rent for a part of a month shall be prorated.

4. Renewal Term Rentals

The Government shall have the privilege of eight (8) renewal options of one (1) year each, the first renewal option to be exercised at least thirty (30) days prior to the expiration of the primary term, hereof, and all subsequent renewal options to be exercised at least thirty (30) days prior to the expiration of the preceding term, and each renewal option to be upon the same terms and conditions as this basic lease except that the annual rental for each one (1) year option period exercised by the Government in accordance with the above shall be computed and established at an annual sum of twenty-eight thousand, nine hundred seventy-four and ninety-six hundredths (\$28,974.96) Dollars.

5. Delays - Time Extensions

Delays in completing the work arising from unforeseeable causes beyond the control and without fault or negligence of the University including but not restricted to acts of God, acts of the public enemy, acts of the Government, in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Government, riots, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusual weather conditions, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the University and such subcontractors or suppliers, shall be excused if the University within ten (10) days from the beginning of such delay (unless the Contracting Officer grants a further period of time before completion and acceptance under this contract) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties subject only to appeal as provided in Clause 6 hereof.

6. Disputes Relating To and During Construction

(a) Except as otherwise provided in this Agreement, and only during the construction period hereunder, any dispute concerning a question of fact arising under construction contracts not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the University. The decision of the Contracting Officer shall be final and conclusive unless, within thirty (30) calendar days from the date of receipt of such copy, the University mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Postmaster General. The decision of the Postmaster General or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged: PROVIDED, HOWEVER, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the University shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the University shall proceed diligently with the performance of the construction and in accordance with the Contracting Officer's decision.

(b) This Disputes Clause does not preclude consideration of questions of law in connection with decisions provided for in Paragraph (a) above. Nothing in this agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

7. The University in its plans and specifications shall require the contractor constructing the facility to carry personal liability and property damage insurance in appropriate amounts but the University shall not be liable to any person or the Government for any personal injury or property damage growing out of, occurring or attributable to the work of constructing the National Technical Training Center.

8. Utilities

The University will furnish all utilities, including heat, electricity, water, sewer, gas, and air conditioning as part of the rental consideration received under Paragraphs 3 and 4 hereof.

9. Repairs and Maintenance

The University shall, unless herein specified to the contrary, maintain and keep the demised premises in good repair and tenantable condition except for vandalism and intentional destruction or damage to the interior of the building or buildings and equipment located on the leased premises. The Government shall repair at its own cost such damage or destruction.

10. The University shall at all reasonable times have the right to enter upon and inspect any premises or property leased to the Government. If the University shall find any evidence of abusive treatment of any buildings or premises, the University shall notify the Government and the Government shall take appropriate action to repair any such damage and to prevent further occurrence of such injuries.

11. Subletting

The Government shall not sublet the demised premises in whole or in part without first obtaining the written consent of the University, and such subletting shall not relieve the Government of its obligations hereunder including its obligations to pay the rentals.

12. Alterations and Additions

The Government shall have the right to make alterations, attach fixtures and erect additions, structures, or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government; provided however that no exterior improvements, additions, or alterations shall be made without the prior written approval of the University which approval shall not be unreasonably withheld. Prior to expiration or termination of this lease the Government shall restore the premises to as good condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted.

13. Unfitness for Use

If any building or any part of it on the leased property becomes unfit for use for the purposes leased as the result of damage to or destruction thereof from any cause, the repair of which is the responsibility of the University under the terms of Paragraph 9, supra, the University shall put the same in a satisfactory condition for the purposes leased. If the University does not do so with reasonable diligence, the Government in its discretion may cancel the lease. For any period said building or any part thereof is unfit for the purposes leased, the rent shall be abated in proportion to the area determined by the Government to have been rendered unavailable to the Government by the reason of such condition.

14. Non-Discrimination in Employment

Subject to the provisions of paragraph 21, the provisions of attached POD Form 1421 (December 1964, as amended) are hereby incorporated in this Lease Agreement, with the understanding that the word "Contractor" where it appears in such Form shall be interpreted to mean "University."

15. Removal of Rubbish

The University shall not permit the accumulation of rubbish, debris, waste materials, or anything detrimental to health, or unsightly, or likely to create a fire hazard, but shall make prompt disposition thereof off the University. The University shall keep vegetation mowed to a reasonable height and shall perform such snow removal operations as may be necessary to keep the leased premises usable by the Government for its normal operations.

16. Officials Not to Benefit

No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

17. Covenant Against Contingent Fees

The University warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the University for the purpose of securing business. For a breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

18. Examination of Records

The Postmaster General and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the University involving transactions related to this Agreement. The University further agrees to include in all its contracts and subcontracts hereunder a provision to the effect that the contractor or subcontractor agrees that the Postmaster General and the Comptroller General of the United States or any of their duly authorized representatives shall until the expiration of three (3) years after final payment under the contract or subcontracts, have access to and the right to examine any directly pertinent books, documents, papers and records of such contractor or subcontractor, involving transactions related to the contract or subcontract.

19. Title

The University warrants that it is the sole owner, controller or leasee of the leased premises and has the right and authority to execute this lease for the term and renewal terms herein.

20. Recordation

The University shall, at its expense, have this lease as the same may be amended, but not including the construction plans and specifications, recorded in the proper recording office.

21. Rules, Regulations and Ordinances

The Government shall abide by and obey all applicable ordinances, rules and regulations of municipal authority, including the University governing passage over, across and through the University premises.

IN WITNESS WHEREOF this Agreement is executed the day and year first above written by the University through its corporate officers authorized so to do, and the Government by an officer authorized under law to sign for and on its behalf.

Exhibit "B", the lease providing for the rental of space in Couch Center, is similar in form. The major differences are that it is only for a term of three years with an option to renew for two additional one-year terms and it is not for the construction of any new facility but is for the renovation and renting of three complete floors in one of the Couch Center buildings. There are other minor variations but none of a substantial nature.

President Hollomon said that in order to construct the new facility it will be necessary for the Regents to issue self-liquidating bonds to pay for the structure. These bonds would be retired in three years. The Government will reimburse the Regents for all costs of construction including cost of sale of bonds, legal, engineering and architectural costs over a three-year period. The costs on the Couch Center renovation will be paid by the Government. There are adequate rental payments in the proposed lease agreements.

President Hollomon said certain changes have been made in the agreement submitted by the Government by the University. The changes were made for the purpose of clarifying the agreement or amending the agreement. No changes were made which changed any of the basic elements of the agreement but these changes have not been approved by the Government.

President Hollomon recommended that the Regents approve the basic elements of the agreement between the Regents and the United States Government to develop the National Technical Training Center for the United States Post Office Department on the campus of the University of Oklahoma as originally proposed by the Government. He recommended further that the Regents direct the President of the University, or his authorized representative, to clarify and amend this proposed agreement to conform to the policies of the University and the laws of the state without changing any of the basic elements of that agreement. When such amendments and changes have been made and approved

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as to form and substance by the President of the University for the Regents, the President and Secretary of the Regents are authorized to execute all necessary documents.

Approved on motion by Regent Houchin.

b. Delegation of Authority to Execute Contracts and Other Legal Documents

The Regents in the past have granted to the President of the University the authority to execute certain types of contracts, grants, and other documents. The power to delegate this responsibility is granted to the Regents under the applicable statutes of the State. Because of the increasing size and complexity of the University, President Hollomon said he believes it is in the best interests of the University to further delegate a part of this authority to the various Vice Presidents and to the Assistant to the President.

It is not the desire of the administration that any additional delegation of power be granted by the Regents but only that the President may designate one or more of the Vice Presidents or the Assistant to the President as having the authority to sign authorized legal instruments in the name of the University of Oklahoma.

President Hollomon recommended that without broadening the powers already granted to the President of the University to execute contracts and other legal documents, the President shall have the power to delegate this authority to execute legal documents in the name of the University to one or more of the Vice Presidents or the Assistant to the President.


Approved on motion by Regent Santee.

President Hollomon said his attention had just been called to the fact that the House of Representatives, in session this morning, had passed a resolution asking the Regents to rescind a "coeducational visitation rule" recently approved for University dormitories. It was agreed that, since a copy of the resolution was not available, no action could be taken. Dr. Hollomon explained that holding open houses is not new at the University. The rule in the past simply said that open houses are permitted. The new ruling spells out the conditions. It was agreed that Vice President Burr would present more information on the change in this regulation to the Regents at lunch.

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There being no further business the meeting adjourned at 12:20 p.m.


Emil R. Kraettli, Secretary

Others present at the meeting:

Dr. Gilbert Fite, representing the University Senate
Dr. John Renner, representing the University Senate
Dr. Margaret Brooks, Oklahoma City University, representing the Oklahoma
Federation of Chapters of the AAUP
Liz Stubler, Office of Public Information
Jack Cochran, Office of Public Information
Jane Earle, Oklahoma Journal
Kathy Rhodes, Oklahoma Daily
Charles Ervin, Tulsa World
Bill Boren, WNAD
Hugh Johnson, KTOK
Ned Hockman and crew, photographing for the Office of Public Information
Bob Ruggles, Oklahoma City Times
Jim Bross, Norman Transcript