

CONTENTS
MINUTES OF THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA
THURSDAY, JULY 23, 1970

Minutes of the meeting held on June 25, 1970 (10457)

Election of President and Vice President of the Board (10458)

PRESIDENT'S REPORT

Statement of Resignation (10458)

Report of Committee to Investigate Events on Campus from May 5 to May 12 (10460)

Football Ticket Policy (10470)

Report of Regents' Medical Center Committee (10471)

Report of Regents' Facilities Planning Committee (10473 and Appendix A)

Review of Student Housing Rate Structure (10474)

A. Administration

I. Constitution of the University (10475)

V. General Policies

- a. University Hospital By-Laws for the Medical Staff (10475 and Appendix B)
- b. Community Health Center Hospital of Grant County (10476 and Appendix C)

B. Academic

I. Faculty Personnel

- a. Norman Campus Faculty (10478)
- b. Norman Campus Graduate Assistants (10481)
- c. Oklahoma City Campus Faculty (10484)

II. New Degrees

- a. Physician Assistants Program (10497)
- b. Doctoral Degree - Anatomical Sciences (10498)
- c. Doctoral Degrees - Electrical Engineering (10498)
- d. Radiological Sciences Degrees (10499)

VIII. Admission Policies

- a. Admissions Standard for Non-Resident First-Time-Entering Freshmen (10501)

D. The University Community

III. Student Regulations

- a. Student Guide (10501)

IX. Scholarships and Loan Programs

- a. Fee Waiver Scholarships (10502)

E. Finance and Management

I. Administrative and Professional Personnel (10502)

II. Budgets

- a. 1970-71 Auxiliary Enterprises Budget (10507)
- b. Community Health Center of Grant County Budget (10507)
- c. 1970-71 Estimated Student Activity Fee Budget (10508)

- VI. Purchases
 - a. Laboratory Furniture (10509)
 - b. Disc Memory System (10510)
 - c. Aluminum Screens (10511)
 - d. Vending Machines (10511)
- VII. Project Financing
 - a. Transfer of Funds to Purchase Vending Equipment (10513)
 - b. Merrick Computer Center Addition (10514)
- F. Operations and Physical Plant
 - I. New Construction
 - a. Fine Arts Center (10515)
 - b. Addition to Merrick Computer Center (10515)
 - c. Medical Center Power Plant Plans (10516)
 - d. Major Capital Improvements Report (10516)
 - II. Repairs, Remodeling, and Renovation
 - a. University Wind Tunnel (10517)
 - b. Cate Center Air Conditioning (10517)
 - III. Architects
 - a. National Severe Storms Laboratory (10517)
 - b. Landscape Architect - Student Health Center (10518)
 - c. Landscape Architect - Fine Arts Center (10518)
 - d. Consultant - University Arena (10519)
 - IV. Contracts and Agreements
 - a. Parking Facilities at Medical Center (10519)
 - b. Laundry and Dry Cleaning Services (10520)
 - c. Artificial Turf Contract (10520)
 - d. Vending Machine Agreement (10521)
 - e. Cooperation Agreement Between Oklahoma Health Sciences Foundation and the Oklahoma City Urban Renewal Authority (10521)
 - f. Agreement for Purchase of Heating and Cooling Services (10522)
 - V. University Property
 - a. Purchase of Medical Center Power Plant Site (10523)
 - VIII. Leases and Easements
 - a. Lease of Medical Center Power Plant Site (10523)
 - b. Office Space - Oklahoma Medical Research Foundation Building (10524)
 - c. Lease - North American Rockwell Corporation (10525)
 - d. Sequential Multiple Analyzer (10526)
 - e. North Campus Leases (10526)
 - f. South Campus Leases (10527)
 - g. Couch Center - Additional Post Office Department Lease (10527)
 - h. Lease - National Maintenance Training Center (10528)
 - IX. Housing Facilities
 - a. Transfer of Surplus Revenue (10529)
- G. University Projects
 - I. Investments (10529)
- Acceptance of President Hollomon's Resignation (10530)
- Appointment of Acting President (10530)
- Statement by President of the Board of Regents (10531)

MINUTES OF A REGULAR MEETING
BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA
THURSDAY, JULY 23, 1970

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 July 23, 1970, beginning at 10:30 a.m.

The following were present: Regent Horace K. Calvert, Acting President of the Board, presiding; Regents Davies, Huffman, Santee, Lockard, and Lollar.

ABSENT: Regent Neustadt.

Mr. Calvert made the following statement regarding the death of Mr. Reuben K. Sparks on July 16, 1970:

"I would like to take this opportunity to express, on behalf of the members of the Board, our sorrow at the death of former Regent Reuben Sparks.

"Both during his tenure as an OU Regent and throughout his lifetime as a citizen of Oklahoma, Mr. Sparks served this State and this institution with dedication and loyalty.

"Though some of us here on occasion disagreed with Mr. Sparks, I know we would all agree that he was a man of integrity, a hard-working and honest gentleman. He was a capable leader and he was devoted to his community, this state and the University of Oklahoma.

"I wish to extend our sincere sympathy to his family, and to assure them that we will greatly miss his presence at this table and his concern for the welfare of the University."

Mr. Calvert welcomed Mr. Robert C. Lollar, Miami, as a new member of the Board. He was appointed by Governor Bartlett to fill Mr. Reuben Sparks unexpired term on the Board, to March 1971. Mr. Sparks resigned from the Board of Regents on June 29, 1970.

The following were also present at the meeting: Dr. J. Herbert Hollomon, President of the University; Dr. Pete Kyle McCarter, Provost; Vice Presidents Burr, Dean, Kennedy, Katzenbach, Nordby, Riggs, and White; Dr. Gordon A. Christenson, Assistant to the President; Mr. R. Boyd Gunning, Trust Officer; Professor David Swank, Legal Counsel; Dr. Leonard Eliel, Director of Medical Center Research and Graduate Affairs; and Mr. James E. Swain, Press Secretary.

The minutes of the meeting held on June 25, 1970, were approved as duplicated and distributed prior to the meeting.

10457
July 23, 1970

10458

The next order of business was the election of a President and Vice President of the Board for the balance of 1970-71. Regent Huffman moved that Mr. Calvert be elected President and Mrs. Davies be elected Vice President for the remainder of 1970-71. The motion was seconded by Regent Santee and unanimously 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 Campus and for the Medical Center was included in the agenda for this meeting.

President Hollomon made the following statement to the Regents:

"I have had time alone following last month's meeting. The events of the past few months weighed heavily on us all and I needed to sort them out. With humility and concern for the University, let me give you, the University community and the people of the State my conclusions.

"In voting to continue me as President in June, this Board acted for the best interests of the University after I had refused to resign under pressure. Had I resigned in those circumstances, the University's independence and academic freedom would have been jeopardized. If you had dismissed me, your own constitutional independence would have been undermined.

"Shortly following the meeting, comments by the Governor, and his appointment of a member of his former staff as a regent, made it clear that the assaults on the University and on me personally were to continue. The issue of my continuing as President as raised publicly in these statements raise a deeper question concerning the fundamental values of our country's institutions of higher learning. The survival of these institutions depend on the projection of values which, when threatened, pose the possibility of the demise of our society's deepest tradition of liberty and free institutions. Among these values are freedom of the university from outside political or ideological interference, the freedom of expression and dissent, the freedom to teach, to learn and to inquire without coercion, and the freedom of the academic community to govern itself justly under law.

"These freedoms which lie at the heart of the university are being threatened in Oklahoma. To be specific--

"--The fate of our new draft Constitution, approved by students, faculty, employee groups and the administration is in serious question despite the fact that it has been recognized nationally as a document that would preserve order while facilitating peaceful change.

"--The proposed changes in the administrative and academic structure are now undermined by those who act on the fact that it pays to go

around the President by bringing pressure on the Regents to protect vested interests for narrow ends.

"--The open system of budget and finance we have instituted to eliminate privately controlled 'slush' funds seems only to ensure their continued uncontrolled use for special purposes rather than to ensure public responsibility--as is the policy of my administration.

"--The faith and trust I have placed in our students to govern themselves, to be responsible for their own actions and to administer funds allocated by the State Regents for student activities are now questioned as a result of fears incited by the media. We seem to have forgotten that only faith and love in young people will build our future leaders. The people of Oklahoma seem to believe that their sons and daughters are incapable of managing their own lives. Do I, an eastern outsider, have more faith in the ability of parents to raise responsible, trustworthy young people than many parents here have themselves?

"--Some leaders have recently insisted that the University deny admission to 'undesirable characters'. Under this proposal children of the citizens of this state could be denied an education on any whim or personal bias of an administration. This notion places dangerous and even dictatorial powers in the hands of those who can determine who is 'undesirable'. Any son or daughter may seem unworthy to those with such power.

"--The assaults by the Governor on the President and values of the University make it abundantly clear that any member of the faculty, any student or any employee may be persecuted or threatened for his way of life or his beliefs.

"These threats to the integrity of this University and its members starkly represent the spirit of repression now running rampant without reason among us. We find ourselves facing the prospects of an environment not free and joyous but stifling--one in which the right to think and act according to personal conviction whether my own, the student's or the teacher's is denied if it questions conventional wisdom.

"When my continued presence becomes the excuse for denying citizens and members of this community those fundamental values on which our way of life depends, then I can no longer stand in silence. I cannot and will not be so used. To allow this would violate the confidence and support of all those people who have worked so hard for this institution and its potential for excellence.

"I have done what I could to reach above narrow political interests for the common good of the University. It is a noble enterprise that we embarked upon together. And it must not fail. It will not die if the innovations we have attempted here can be separated from my personality, my style or

July 23, 1970

10460

my beliefs. Our plans, our dreams have captured the imagination of many both here and around the country and I have great trust in those ideas and ideals. The full responsibility for fulfilling this great venture in higher education rests as it always has with the members of this academic community. That community must insist upon those values of freedom from tyranny and seek to overcome the petty divisiveness of selfish political interest. Your very dignity is at stake.

"So, I give you my resignation, though with hesitation and anguish. It is to be effective September 1st of this year. I have implicit faith and trust that you and the University community will oppose the very real threat of tyranny we now face. I know you will reaffirm the greatness and spirit of this place and of what you called on us and the hundreds of members of our planning venture to begin nearly three years ago in a time of hope and creativity. The Future of the University must not be shelved.

"Before I leave, you will have my further recommendations on some top-level changes that should help the future administration and ensure that some of my mistakes are not passed on to my successor.

"The Provost, Dr. Pete Kyle McCarter, should be acting president, as Regents' policy prescribes, until you have selected my successor.

"Concerning the report released today on the disturbances in May, you may be assured that a prompt and fair process for deciding individual cases will be followed according to due process approved by the Regents. It is imperative that justice be even-handed and non-vindictive. In that way the community will find its own sources of strength and preserve its spirit from both violence and repression.

"To complete the unfinished business before me and to provide an orderly transition, I am asking the Regents to call a special meeting on August 27th. You will have my final report at that time.

"Let me only add in closing that I have many friends and colleagues in this state whom I love very much. To you and to the members of this Board, do not give up our endeavor. For it is for that endeavor that I must go."

Mr. Calvert stated this came as a complete surprise; that he had not had time to consider Dr. Hollomon's statement in full but he would have to disagree with certain statements about political pressure and any repression of academic freedom. He expressed appreciation to Dr. Hollomon for his three years at the University of Oklahoma and extended best wishes to him for the future.

President Hollomon stated the final report of the ad hoc committee appointed to investigate the events on campus from May 5 to May 12, 1970, had just been delivered to him and he distributed copies to the Regents. The committee was composed of the following:

Dr. Kenneth R. Merrill, Chairman
Dr. Lowell Dunham
Mr. Lewis Findley
Dr. Richard H. Hancock
Dr. Wolfgang Huber
Miss Donna Shomaker
Mr. Joseph Tasker

The chronology of events the committee investigated is as follows:

May 5

- 12:00 noon - An alleged Viet Cong Flag was displayed in the basement of the Oklahoma Memorial Union. It was removed peacefully at the request of University officials.
- 3:00 P.M. - Demonstrators assembled on the campus, in front of the R.O.T.C. armory.
- A Navy R.O.T.C. pass-in-review for their retiring commandant was held up fifteen minutes by demonstrators.
- 4:30 P.M. - Keith Green, a student allegedly carrying a Viet Cong Flag, was arrested by University police on the R.O.T.C. practice field. Immediately thereafter students blocked a University police vehicle on Brooks Street. Two other students were arrested and charged with incitement to riot.
- 5:00 P.M. - The crowd dispersed.
- 7:30 P.M. - Student Congress Meeting
- (a) Bill Moffitt was sworn in as president of the UOSA.
 - (b) There was a discussion of events of the day, with Dr. Gordon Christenson answering students' questions.
- Evening - Following the Congress meeting, approximately 600 students participated in a candlelight vigil for the Kent State students and Keith Green.

May 6

- 9:00 A.M. - A meeting for all interested students was held on the North Oval. Speakers included Bill Moffitt and Dr. Hollomon. It was announced that a student

referendum would be held on May 7, to determine the wishes of the student body regarding a possible student strike at O.U.

Following this meeting a group of students entered the Administration Building and peacefully occupied a portion of it by sitting in the Purchasing Office on the third floor.

May 7

- 8:00 A.M. - Voting on the student referendum.
to
7:00 P.M.
- 8:00 P.M. - The strike vote was announced, failing by a vote of _____ to _____, failing by 203 votes.
- 9:00 P.M. - A meeting was held in Dale Hall to discuss possible avenues of protest. It was decided to hold a peaceful voluntary strike without hampering students who wished to attend class.

May 8

- 7:30 A.M. - Peaceful picket lines were set up in front of all classroom buildings. Some professors observed the pickets and did not hold class, but no students were kept from attending their scheduled classes by the picket lines. Throughout the day, student and faculty marshals observed the pickets and helped maintain the peaceful atmosphere that prevailed throughout the day.
- Morning - Colonel Land, commanding officer of the Army R.O.T.C., distributed coffee to the pickets in front of the R.O.T.C. armory, as a gesture of good will.
- 2:00 P.M. - The picket lines were disbanded in favor of a peaceful, uneventful march through the campus academic and housing areas.
- 3:00 P.M. - The group heard speakers on the South Oval. It was decided to set up picket lines again on Monday, May 11.
- 8:00 P.M. - Two performances by popular artist Jimi Hendrix were held in the Field House. Student and faculty marshals
and
10:00 P.M. - were in attendance to insure the swift movement of crowds and, in general, a peaceful evening. There were no incidents.

July 23, 1970

10463

May 9

Saturday - There were no organized events. It was a tense breathing spell for all concerned.

May 10

12:00 noon - Students for Domestic Peace, a counter-demonstration group, held an organizational rally at the Duck Pond. It was agreed that counter protesters would attend the R.O.T.C. Awards Ceremony on May 12, in support of the cadets. About 60 people attended the rally.

May 11

7:30 A.M. - Picket lines were again set up. The same procedures were used as on the previous Friday. Again, there were no incidents.

8:00 P.M. - A meeting was held for all interested students to discuss possible protests at the R.O.T.C. Awards Ceremony, the next day.

May 12

3:00 P.M. - Protesters assembled on the South Oval for a march to Owen Stadium, where they occupied the football field.

4:00 P.M. - Students demonstrated in the South end zone of Owen Stadium while the annual R.O.T.C. Awards Ceremony was taking place on the field proper. Four students were arrested when they refused to leave the playing field and insisted upon blocking the ceremonies. All of the other students were content to remain in the end zone and protest, without further arrests.

The report of the ad hoc committee is as follows:

PRELIMINARY CONSIDERATIONS

The members of this committee were chosen from faculty, students, administration, and the non-university community. One of the two non-university representatives reportedly agreed to serve on the committee but did not attend any meetings.

The first meeting of this committee was held June 2, 1970, the same day on which acceptances of appointment to the committee were received from all members. At the first meeting, President Hollomon outlined and explained the

July 23, 1970

10464

charge the committee was to act upon. Since that time, we have held nine evidentiary meetings and two more to discuss the content and form of the final report. These meetings occurred on an average of twice a week and have consumed more than thirty hours of time. We interviewed twenty-four persons, representing a fair cross-section of the University community. We also viewed several films, most of them more than once.

The committee proceeded with as much dispatch as possible for a committee composed of persons who have numerous other demanding responsibilities. At the same time, we have tried to proceed with the care and caution dictated by the serious nature of our charge.

We have included at the end of this report a brief chronology of the events from May 5th to May 12th.

THE COMMITTEE'S CHARGE

Briefly stated, the committee's charge was to examine evidence (visual, written and oral) pertinent to the events of May 5 to May 12, with a view to determining whether violations of University of Oklahoma rules and regulations had occurred. If apparent violations were observed, the committee was to attempt to identify the apparent violators and, in case they were subject to University discipline, recommend whether judicial proceedings be initiated. The committee was also expected to call attention to any prima facie unacceptable behavior on the part of persons not subject to University discipline, with the understanding that such information would be transmitted to the authority responsible for the individuals involved. In addition to the functions just mentioned, the committee was invited to comment on University policy as it is reflected in the handling of the events in question, and to make recommendations for changes in policy if the committee believed the policy to be unwise or ineffectual. Under the same logic, the committee was at liberty to commend those policies which appear to be good.

In order to obviate certain possible misunderstandings, we should like to call particular attention to some things which the committee was not responsible for doing. (1) The committee was not to initiate judicial proceedings against anyone, but only to recommend that such proceedings be instituted. Otherwise stated, the committee was not to act as a grand jury. It had no power to return indictments; i.e., it had no power of itself to bring action against any alleged violator. That responsibility is lodged elsewhere. (2) The committee had no responsibility for determining the guilt or innocence of those against whom judicial action was recommended. The committee members were to act as observers for the University and to call certain matters to the attention of those charged with commencing judicial action. (3) The committee had no responsibility for suggesting appropriate punishment for persons alleged to have violated University regulations. (4) The committee had no charge--and, indeed, no legal competence--to investigate violations of the statutes of the State of Oklahoma, except and insofar as they were relevant to conduct on campus.

RECOMMENDATIONS REGARDING ALLEGED VIOLATIONS OF UNIVERSITY RULES AND REGULATIONS

(1) The committee recommends that judicial action by the appropriate University body be initiated against thirty-one students. The names of these students have been submitted to the President for transmittal to the appropriate University body.

The committee further recommends that additional efforts be made to identify all persons blocking the movement of the University police vehicle on May 5 and all persons attempting to interfere with the arrest of a flag-carrying student on May 5.

(2) The committee learned, by movie film, by still pictures, and by testimony of witnesses, that some disruption of R.O.T.C. drills occurred on May 5. We are here referring to actual physical contact and/or infiltration of ranks during exercises, not to the catcalls, jeering, bantering, mimicry, etc. which characterized much of the demonstration. Witnesses from the demonstrators, the R.O.T.C., and the administration agree that the initial tone of the May 5 demonstration was friendly or even jovial. However, we believe that infiltration of ranks, use of profanity, crawling between cadets' legs, squirting cadets with water pistols--even if intended to be friendly--constitute disruption.

Some of these individuals have been identified and recommended for disciplinary action. The committee recommends that further efforts be made to identify other persons who physically interfered with R.O.T.C. activities on May 5, and that the names of such persons be referred to the appropriate University body for action. We wish specifically to exclude from this recommendation concerning disruption of R.O.T.C. exercises on May 5 all those who participated in the demonstration but who did not infiltrate ranks during exercises or otherwise physically interfere with the R.O.T.C. activities.

(3) The committee learned of some violations of University regulations by persons unknown to any of our witnesses and whose alleged misconduct is not recorded on any film viewed by us. Four such violations struck us as especially flagrant and deserving of further investigation: (a) the snapping off of the antenna of the police vehicle, (b) the gutting of the vehicle's siren, (c) the striking of University Police Officer Perrine in the back of the head with a rock, and (d) the physical assault on University Police Officer Mullenix (who was dressed in street clothes). The last two were among the relatively few acts of overt, deliberate violence against a person which the committee discovered.

(4) Another attempt to do injury to a person occurred on the football field prior to the R.O.T.C. ceremonies of May 12. Mr. Anthony Steelman, a University of Oklahoma student, was kicked in the head by a person subsequently identified as a non-student. It is the opinion of this committee that such an act of willful violence is intolerable, but it is outside the purview of the committee to recommend that criminal charges be preferred.

(5) The actions of two faculty members were brought to the attention of the committee. One of these faculty members was interviewed by the committee,

July 23, 1970

10466

but the second has left the University. The committee's findings and recommendations are briefly set out below.

(5a) During the May 6 meeting on the North Oval, Dr. Paul Tharp, of the University of Oklahoma Political Science Department, stated publicly that the University of Oklahoma was engaged in biological warfare research through at least one of its faculty members. The allegation was subsequently proved to be false and was retracted by Dr. Tharp.

The committee recommends that no action be taken against Dr. Tharp. However, the committee is of the opinion that faculty members should refrain from making statements which they do not know to be true and which may be inflammatory, especially when they have the means to determine the truth of the information contained in their statement. The reasons for the committee's decision that no action be taken in this case are as follows: (i) Dr. Tharp made the statement in the belief that it was true. (ii) Dr. Tharp's authority for the statement (i.e., a book by Seymour Hersch) would normally be considered reliable. (iii) Dr. Tharp did not go to the meeting with the intention of making the statement. His immediate purpose was to rebut a claim made by President Hollomon at the meeting that the University must remain neutral in matters of political policy. (iv) Upon learning of his error, Dr. Tharp made immediate and persistent efforts to disseminate a retraction.

(5b) On May 12 Major James Woodard, of the University of Oklahoma Military Science Department, allegedly wrested a sign from a student and tore it in half. The committee recommends that no action be taken against Major Woodard. Our reasons are as follows: (i) While Major Woodard's action may represent improper behavior for a faculty member, it was provoked by an equally improper act on the part of the student involved; namely, the student's shouting of "Pig!" at Major Woodard. (ii) There is no evidence that Major Woodard attempted to do harm to the student. (iii) The student involved has conveyed to the committee, through its legal advisor, Mr. David Swank, that he desires that the matter be dropped.

(6) The committee believes that police behavior was, on the whole, appropriate and proportional to the immediate situation at hand. However, there appear to be isolated instances of excessive or improper force being used by police. Some instances are cited herewith. (a) A campus policeman (whom we have been unable to identify) attempted to raise Mr. Simmons Leon Hughes by his ears. This action has been testified to by two witnesses. Such behavior on the part of a policeman is highly improper and needlessly provocative. We recommend that further efforts be made to identify this officer and that disciplinary proceedings against him be considered. (b) The committee witnessed (on film) a campus policeman swinging his night stick against an individual in front of the University police vehicle which had been blocked by demonstrators. The demonstrators at this point were undoubtedly obstructing police, but the swinging of a night stick against them would seem to be an over-reaction and, thus, improper. We recommend that further investigation of this action be undertaken by the appropriate University official (s). (c) There

July 23, 1970

10467

were allegations of other improper use of riot batons and night sticks by police, but the identifications were non-specific; i.e., in most cases, the witnesses could not say whether it was highway patrolmen or University policemen or Norman city policemen who were involved. We recommend that these allegations be brought to the attention of responsible officials in the Oklahoma Highway Patrol, the University Security Department, and the Norman Police Department. While the information provided us is not very specific, it should be reported that many students believe that at least isolated cases of the use of unnecessary force by police occurred during the events of May 5.

(7) The committee finds that the demonstration held in Owen Stadium on May 12 was conducted in a manner which interfered with a University activity, that is, the Awards Day activities of the R.O.T.C. The disruption of activities on May 12 was less serious than that on May 5, for the reason that there was little or no physical contact on May 12, whereas there was some such contact on May 5. There are, of course, other criteria by which to judge the seriousness of a disruption, but we hold that the presence or absence of physical contact is a very important criterion.

The students taking part in this demonstration had a right to protest, and in fact the temporary occupation of the field prior to the beginning of the ceremony was not in and of itself improper. However, their refusal to leave the field until advised that to remain would constitute an unlawful assembly delayed the beginning of the award ceremony and was an improper interference with a University activity.

Because of a misunderstanding, the student demonstrators believed that they had been granted permission to remain in the end zone of the football field. Although the committee could find no evidence that such an arrangement had been agreed to in advance by the University administration, permission to remain in the end zone was finally given. (It should be emphasized that the student demonstrators believed that they had received such permission.) The presence of the demonstrators in the end zone would not have been disruptive except for the manner in which the demonstration was conducted. The vociferous jeers, taunts, and profanity shouted by some (though by no means all) of the demonstrators at participants in the ceremony did constitute interference with a University activity.

The committee would like to note that some of the criticism leveled at these students is unjustified. We refer specifically to the charge that some of the demonstrators showed disrespect for the national anthem and for a recently deceased student. The simple fact is that it was very difficult for those at the south end of the field to hear anything said over the public address system. This difficulty was undoubtedly compounded by the noise made by the demonstrators, but the primary sources of the trouble were the wind and the fact that the loudspeakers were positioned in an east-west direction. One faculty marshal stated that he persuaded a group of demonstrators to be seated just after the national anthem had begun, the marshal being quite oblivious of any music in the stadium. Thus, while it is possible or even probable that some demonstrators were deliberately disrespectful, it is more likely that many of them just did not hear.

July 23, 1970

10468

While the committee has recommended disciplinary action against some of the students involved in the May 5 disturbance, it will not recommend any action against those students taking part in the May 12 demonstration, except for the four who were arrested for unlawful assembly. The reasons for this decision may be difficult for those not fully conversant with the facts to understand.

Most of those students involved in the May 12 demonstration were there to protest the war in Vietnam (and particularly the extension of that war into Cambodia), and to protest the shootings on the Kent State campus. These students had a right to express their ideas and beliefs on the University of Oklahoma campus. In particular, they had a right to make their protest in the University stadium on May 12. The unruly and discourteous manner of the protest, not its existence, constituted an improper interference with a University activity. However, because definite guidelines were non-existent and because misunderstandings arose regarding what would be permitted, the committee has decided not to recommend disciplinary action (with the exceptions noted above) in this case.

The committee has made some recommendations below for handling any such occurrences in the future.

COMMENTS AND RECOMMENDATIONS ON POLICY

(1) On-the-spot arrests of demonstrators should be made only for pressing immediate reasons, inasmuch as such arrests are likely to precipitate further trouble. Identification and later arrest would seem to be the wiser course in most cases.

(2) The carrying of firearms by police who are charged with the control of mass demonstrations constitutes an obvious danger and probably offers little protection to officers. On May 5 one of the University Police Officers lost a pistol in the disturbance. Fortunately, the pistol was returned promptly, but the danger inherent in this situation is obvious. The committee recommends that policies regarding the carrying of firearms in such situations be reviewed by appropriate University officials. (This comment would require qualification in the case of widespread and/or serious violence).

(3) The presence of student and faculty marshals during the demonstration of May 12 helped to insure the non-violent character of that demonstration. We recommend that machinery be set up for the prompt utilization of this resource in the event of future demonstrations.

(4) Clear-cut lines of communication among the various groups and offices on the University campus should be worked out in advance. The office of the Vice President for the University Community should act as the clearing house for information.

(5) The committee is of the opinion that the procedure chosen to be followed by the University in appointing the investigating committee was appropriate under the circumstances. The reason for this opinion is that the

July 23, 1970

10469

committee realizes the University was seeking to find a way to insure due process for all of those suspected of improper activities in a situation that was new to the University campus.

In the future if any such occurrences take place, the committee would recommend that the University use its standing disciplinary procedures to bring prompt action against any faculty member, staff member or student who is positively identified as having violated University rules and regulations.

At the same time if it is impossible to determine without further inquiry all of the facts and circumstances surrounding the occurrence, an investigating committee such as this one should be created. This committee can make its investigation and if it is determined that other individuals should be charged for violating University rules or regulations, then the committee can recommend such action.

At the same time the committee can examine the policies of the University to determine if changes in policy should be recommended.

(6) The Awards Day program of May 12 was conducted under rather trying circumstances, but the committee believes that the forcible removal of demonstrators from the University stadium would have been inappropriate. It is clear that the University had the authority to remove the protestors, but to have done so might have unnecessarily provoked a violent confrontation. The students involved in the protest believed that they had been granted permission to remain in the end zone, and the use of force to eject them would have been disproportional to the disruption.

The committee recommends that in the near future definite and reasonable guidelines should be established by the University Community regarding demonstrations on the campus. These guidelines should be made clear, given appropriate publicity, and included in the Student Guide and Faculty and Employee Handbooks. The University should then be prepared to enforce these rules and regulations.

We believe that by laying down definite but fair and reasonable guidelines, the University will be acting to protect the rights of potential demonstrators and the members of the larger community.

(7) We endorse the policy of keeping the University open and politically neutral. To suspend this institutional neutrality would jeopardize the functions of the University.

LIST OF PERSONS INTERVIEWED

1. Captain John David Stenhouse (O.U.P.D.)
2. Lt. Smith (O.U.P.D.)
3. Officer Baker (O.U.P.D.)
4. Officer Mullenix (O.U.P.D.)
5. Lt. Foster (O.U.P.D.)

6. Sgt. Moulton (O.U.P.D.)
7. Mike Wright (Student)
8. Carolyn Dryz (Student)
9. Dale Bradshaw (R.O.T.C.)
10. Gerald Martin (R.O.T.C.)
11. Charles Gardenhire (R.O.T.C.)
12. Marvin Gonzales (R.O.T.C.)
13. Stephen Easley (R.O.T.C.)
14. Joe Schmidt (R.O.T.C.)
15. John Lessel (R.O.T.C.)
16. Simmons Leon Hughes (Student)
17. Colonel Robert Zeidner (R.O.T.C.)
18. Chief William T. Jones (O.U.P.D.)
19. Gregory K. Ruth (ABC Board Officer)
20. Vice President David Burr (University Community)
21. Dr. Paul Tharp (O.U. Political Science Department)
22. Bruce John Pels (Student)
23. Sue Wynne Cummings (Student)
24. William Benjamin Moffitt, III (UOSA President)

Dr. Hollomon said he has accepted the report and referred it to Vice President Burr to insure appropriate action against all persons involved. He said action will be taken as promptly as possible to insure justice and fair treatment for those students named in the report. However, summer school ends next week, and it may not be possible to conduct all hearings and hear all appeals until the fall semester begins on August 31.

President Hollomon asked that he be excused from the meeting for a few minutes.

Regent Calvert stated that since the report of the ad hoc committee appointed to study the events of May 5 to May 12 had just been given to the members of the Board, they have not had an opportunity to examine it. He said it is the consensus of the Board, however, that the University's judicial procedures have been far too slow in this matter. He said he hopes there are some recommendations in the report so that if similar incidents happen in the future action can be taken more quickly.

In regard to the special meeting of the Regents that President Hollomon had suggested in his statement of resignation, Mr. Calvert suggested that the Board meet in executive session following the regular meeting to discuss the matter. The Regents agreed to this procedure.

Mr. Calvert stated that Judge Boston Smith and Mr. Paul Brown, President and Secretary of the Touchdown Club, had requested and been granted a hearing before the Board regarding the present Football Ticket Policy. Judge Smith and Mr. Brown were invited to make comments.

July 23, 1970

10471

Judge Smith reviewed the history of the Touchdown Club and called attention to the fact that the club has contributed in excess of one million dollars to the OU athletic program. He said they have recently increased their membership in the club and have increased dues, which should mean a substantial increase in contributions to the athletic program. He said their primary concern is the present priority system for football tickets. Judge Smith stated that if the Touchdown Club could be assured of additional tickets for their members that the membership could be increased substantially. He said he had been over the 1967 Regents' Committee Report on the Football Ticket Policy and had no criticism of that report.

Mr. Brown stated they understand that nothing can be done for this year since tickets have been allocated. He did make a number of suggestions for changes in the distribution of complimentary tickets, priorities, transfer in the event of the death of a season ticket holder, etc. Mr. Brown said they are not proposing that the tickets they are requesting be put in an individual's name but that the tickets would remain in the name of the Touchdown Club and given each year to members who pay their dues.

Mr. Calvert stated that when the committee looked into this matter in 1967 a suggestion was made that an upper deck be constructed on the west side containing about 10,000 seats. The cost estimate at that time was \$1.4 million. With increased construction costs, Mr. Calvert estimated such an addition would now cost approximately \$2 million. He asked if the Touchdown Club would be willing to initiate and carry through on such a project. Judge Smith stated he could not speak for the Executive Committee but he felt sure the club would do everything possible to support an addition to the stadium.

Mr. Calvert stated the members of the Board appreciate very much the funds provided by the Touchdown Club and their other contributions. He stated that a Regents' Committee composed of himself and Regent Santee, working with the University Athletic Council, would review the Football Ticket Policy this fall and present any recommendations for changes to the Board.

Judge Smith and Mr. Brown thanked the Regents and retired from the meeting.

President Hollomon returned to the meeting.

Report of the Regents' Medical Center Committee:

Regent Calvert stated the first official meeting of the Regents' Medical Center Committee was held on July 10 at the Faculty House in Oklahoma City. In addition to the committee members (Regents Calvert, Davies, and Huffman), Regent Lockard was present, as well as members of the administration of the Medical Center and Dr. Pete Kyle McCarter. He said the committee had agreed to meet on the fourth Thursday of each month.

July 23, 1970

10472

Mr. Calvert said the most important matter considered by the committee at this meeting was the appointment of an Interim Executive Vice President. It was the opinion of the committee and the Administrative Council of the Medical Center that the appointment should be made as soon as possible so that the appointee could have as long a period as possible of orientation with Dr. Dennis. Acting for the President, Dr. McCarter requested the Administrative Council to make a nomination to President Hollomon for an Interim Executive Vice President and this was done. Mr. Calvert asked President Hollomon if he had a recommendation for the Regents.

President Hollomon recommended that Dr. John P. Colmore be appointed Interim Executive Vice President for Medical Center Affairs and Interim Director of the Medical Center effective September 15, 1970 (see also page 10486 of these minutes).

On motion by Regent Huffman the recommendation was approved.

Mr. Calvert said Dr. Colmore will have the unqualified support of the University and the Regents and will be vested with the same power and authority which was granted to Dr. Dennis.

Mr. Calvert reported the Medical Center Committee also discussed the search and selection procedure for a permanent Executive Vice President for Medical Center Affairs. Dr. McCarter, acting for the President, requested the Administrative Council of the Medical Center to submit recommendations as to the search and selection procedure.

President Hollomon stated he had received such a recommendation from the Administrative Council and that their recommendation was very close to the procedure that has been used in recent years for major appointments; that is, that there is a separate search committee which nominates several potential candidates, all of whom would be acceptable, following which the selection process would be entered into. This committee would be a smaller group involving the Medical Center Committee of the Regents and others. In the past, the selection committee has not been publicly named until after the fact in order to avoid outside pressure. President Hollomon said the procedure worked well for the selection of a Director of the Law Center and it is that process which is also recommended by the Administrative Council of the Medical Center. They have recommended that the search committee be made up of faculty, practicing professionals, students, and laity. They made specific recommendations as to those to be appointed to the committee.

President Hollomon recommended that the Regents endorse the process of the search and selection procedure as stated above and authorize the Regents' Medical Center Committee to review the recommendations and approve the specific appointments to the Search Committee.

On motion by Regent Santee, the recommendation was approved.

Mr. Calvert presented the following additional recommendations of the Medical Center Committee:

July 23, 1970

10473

1. That the authority and responsibility of the Executive Vice President for Medical Center Affairs as set out in President Hollomon's memorandum of June 20 and Dr. Dennis's memorandum dated June 22, 1970 (p. 10365) be reaffirmed.

2. That there be a separate Medical Center agenda for each Regents' meeting, but incorporated with the Norman Campus agenda and considered at the first of each meeting.

3. That liaison committees between the Norman Campus and the Medical Center composed of faculty and staff be established.

On motion by Regent Huffman, the recommendations of the committee were approved.

Report of Regents' Facilities Planning Committee:

Regent Santee, Chairman of the Facilities Planning Committee, stated a proposed new form of architectural contract had been forwarded to each member of the Board. He said that the committee had reviewed the contract form at a meeting last week and a few revisions had been made. Information on these revisions was also made available to each member of the Board.

Regent Santee stated the committee recommends approval of the new form of architectural contract, with the revisions. A copy of the contract form, with the revisions incorporated, is attached to and made a part of the minutes of this meeting (APPENDIX A).

At the present time when an architect is appointed for a project by the Regents, a letter of intent is sent to the architect which does not include any mention of fee, project size, or other specifics. Mr. Santee said the committee is working on a revision of the letter of intent. The committee proposes that in the future when an architect is appointed by the Board, if no funds are immediately available, that the new letter of intent be sent to the architect with an unsigned copy of the new contract attached. The letter will provide that in the event the project is funded this is the form of contract which will be entered into. The committee recommends that this procedure be adopted, with the form of the letter of intent to be worked out by the committee. When planning funds are available when an architect is appointed by the Regents, a two-stage contract is proposed. The first stage will provide for architectural services through the design development phase, and will provide for a certain portion of his fee to be paid at that point. When the total funding for the project is received, a supplemental agreement will be executed covering the balance of the contract, but the terms of the total contract will have been established in the first stage of the contract.

Mr. Santee said the committee also recommends that in the future all architectural fees be negotiated in accordance with some guidelines which will be developed and established by the Regents' Facilities Planning Committee.

More specifically, Mr. Santee said the Facilities Planning staff, together with the advice and consent of the Regents' committee, have negotiated a fee with Murray-Jones-Murray for the School of Health Building in the amount of 5.5%; for the Library--Learning Resources Center, a fee of 5.4% has been negotiated with Sorey-Hill-Binnicker. Mr. Santee said the committee recommends to the Regents the approval of these fees.

On motion by Regent Davies, all of the committee recommendations were approved.

Review of Student Housing Rate Structure:

At the June 25 meeting an increase in housing rates was approved to be effective in January, 1971 (p. 10452). President Hollomon reminded the Regents that at the time this action was taken some concern was expressed but it was felt at that time that the changes were necessary. Since that meeting it has been determined that OSU does not intend to raise their rates during the next year. He said our Housing staff has looked very carefully at costs and has made further reductions in the costs of operations, particularly personnel functions. In addition, plans to rent additional space in Couch Tower South to the Post Office Department, which was only a possibility in June, have been finalized and a recommendation will be made on a lease later in the meeting. All of these things were taken into consideration and the rates reviewed.

As a result, President Hollomon recommended that the rates be changed and lowered from those approved at the June meeting. He recommended the Regents approve the following rates for University housing to be effective January, 1971:

	<u>DOUBLE</u>
Adams	\$475
Walker	475
Couch South	475
Cate Center	425
Cate Center (Air conditioned)	450
Cross Center	425
Hester-Robertson (Room Only)	155
Wilson Center	370
Boyd House	410
Whitehand (Room Only, per month without telephone)	48

Students living in double occupancy rooms will pay \$15.00 per semester for their phone and students living in a single occupancy room will pay \$30.00 per semester for their phone.

For single occupancy of a room, the resident will be charged 1.5 times the double room rate.

The recommendation was approved on motion by Regent Davies.

A. Administration

I. Constitution of the University

At the June meeting consideration of the proposed University Constitution was tabled until the July Regents' meeting. Subsequently, a public hearing was scheduled on the Constitution for July 28.

Dr. J. Clayton Feaver, David Ross Boyd Professor of Philosophy and Chairman of the Constitution Drafting Committee, recommended that, in light of comments received since the June meeting, the Regents defer action on the Constitution for a reasonable period of time in order to give the entire Drafting Committee the opportunity to meet with those having comments which were sent to the members of the Board following the last Regents' meeting and to discuss those comments and others with the Regents.

Mr. Calvert said he would like to appoint Mr. Lollar and Mr. Santee to serve as a committee of the Regents in order to expedite this matter. He asked Mr. Lollar to serve as chairman. He suggested the committee gather all comments received, including those from the Medical Center, the Graduate Assistants Association, the members of the Board, and any others, and meet with the Drafting Committee and try to resolve any questions. He requested the committee to present a report to the Board as soon as possible.

V. General Policies

a. University Hospital By-Laws for the Medical Staff

The by-laws, rules and regulations of the Medical Staff of the University Hospitals were revised by the Executive Committee of the Medical Staff and approved by the Hospital Board on January 9, 1970. On January 28, 1970, additional notice of the revision was given at a faculty meeting of the staff of the Medical Center and on April 15, copies of the revised by-laws, rules and regulations were sent to all members of the Hospital Staff. At a special meeting of the Hospital Staff held on May 20, 1970, the revised by-laws, rules and regulations were approved. These by-laws were then forwarded to President Hollomon by Dean Dennis for the Board of Regents, acting as the governing board of the University Hospitals, to approve.

Upon review of the by-laws, minor changes have been suggested in Article III, Section II and III. Additions to the by-laws are underlined and deletions are placed in parentheses.

Section II.

Terms of Appointment. Appointment shall be made by the governing body of the hospital after recommendation of the Executive Committee

of the Medical Staff (and), the Executive Vice President for Medical Center Affairs, and the President of the University,***

Section III.

Procedure of Appointment:

1. Application for appointment to the medical staff shall be made in writing to the chief of the appropriate clinical service or division. With his approval, the application then shall be forwarded to the Executive Vice President for Medical Center Affairs. The Executive Vice President, after review of the Executive Committee, shall submit the application through the President of the University to the governing body for acceptance or rejection.

2. The governing body, through the President of the University, shall notify the Executive Vice President for Medical Center Affairs***

4. Appointments to the medical staff shall be reviewed each year by the appropriate chiefs of the clinical services. In any case in which the Executive Vice President for Medical Center Affairs does not recommend reappointment, he shall notify the physician or dentist concerned and shall give him the opportunity of appearing before the Executive Committee of the Medical Staff. After the hearing, the Committee shall present its findings to the Hospital Board and they shall file a report with the Executive Vice President for Medical Center Affairs. The governing body shall have the final responsibility to terminate or to alter the appointment of a medical staff member, on the recommendation of the President of the University, the Executive Vice President for Medical Center Affairs and the Hospital Board.

In all other places where the term Vice President for Medical Center Affairs is used, the by-laws should be amended to read Executive Vice President for Medical Center Affairs.

President Hollomon recommended that the Board of Regents, acting as the governing board of the University Hospitals, approve the by-laws and the rules and regulations of the Medical Staff subject to the changes outlined above, and that the officers of the Board be directed to execute the by-laws.

There was a brief discussion of provisions in the by-laws covering dentists that have been and will be added to the staff of the University Hospitals. Dr. Eliel agreed that this would be called to the attention of the Dean of the School of Dentistry and that he may want to suggest some changes.

On motion by Regent Lockard, the recommendation was approved. A copy of the by-laws, rules and regulations, with revisions, is attached to and made a part of these minutes (APPENDIX B).

b. Community Health Center Hospital of Grant County

July 23, 1970

10477

At the June 25 meeting (p. 10382) the Regents agreed to act as the governing board of the Wakita Community Health Center Facility in that it is a part of the University Hospital system and is a part of the educational program of the University of Oklahoma Medical Center.

The Executive Vice President for Medical Center Affairs has recommended that the name of the Wakita Community Health Center Facility be changed to the Community Health Center Hospital of Grant County. Dr. Dennis believes that this name is more expressive of the function served by the facility.

In addition, the staff has prepared hospital by-laws and Medical Staff by-laws. These by-laws are similar, though obviously not identical to, the by-laws and the rules and regulations of the Medical Staff for the University Hospitals. One significant change in the by-laws and the rules and regulations is that osteopaths may be admitted to membership on the Medical Staff of the Community Health Center Hospital. Only one change is suggested in the by-laws and that is found in Article III, Section 4, Subsection 4 on Page 3. Subsection 4 should read, "The recommendation of the medical staff shall be transmitted to the Board of the hospital through the administrator and the President of the University of Oklahoma."

It has also been recommended that the Regents, acting as the Board, adopt a set of by-laws for the Board of the Community Health Center Hospital. Since the Board of Regents are operating the Community Health Center Hospital as an educational part of the University of Oklahoma Medical Center, the by-laws of the Board of Regents shall be the by-laws of the Community Health Center Hospital Governing Board.

President Hollomon recommended that the Board of Regents change the name of the Wakita Community Health Center Facility to the Community Health Center of Grant County. He further recommended that the Board of Regents approve the by-laws and the rules and regulations of the Medical Staff of the Community Health Center Hospital of Grant County as submitted except for the one change listed above in Article III, Section 4 and that the officers of the Board be authorized to execute the by-laws.

Approved on motion by Regent Huffman. A copy of the by-laws, rules and regulations, as revised, is attached to and made a part of these minutes (APPENDIX C).

B. Academic

I. Faculty Personnel

a. Norman Campus Faculty

LEAVES OF ABSENCE:

George L. Noah, Professor of Finance, sabbatical leave of absence with full pay, January 16 to June 1, 1971.

July 23, 1970

10478

Dougald T. Calhoun, Assistant Professor of History, leave of absence without pay, January 16 to June 1, 1971.

APPOINTMENTS:

Sherman Shepard Cohen, J.D., Visiting Professor of Law, \$17,600 for 9 months, September 1, 1970. E&G Budget page 110, position 24.

John TeSelle, Visiting Professor of Law, \$18,500 for 9 months, September 1, 1970 to June 1, 1971. E&G Budget page 109, position 21.

Charles Ned Hockman, Associate Professor, School and Community Motion Picture Unit Grant, \$10,425 for 12 months, 3/4 time, July 1, 1970 to July 1, 1971.

Juneann W. Murphy, reappointed Assistant Professor of Medical Microbiology, Department of Botany and Microbiology, \$11,500 for 9 months, September 1, 1970 to June 1, 1971. E&G Budget page 71, \$10,860 from position 25 and \$640 from position 29.

Antone Lyman Lott, II, Ph.D., Assistant Professor of Chemistry, \$12,000 for 9 months, September 1, 1970. E&G Budget page 75, position 14.

Richard Tyrrell Wallis, Ph.D., Assistant Professor of Classics, \$10,000 for 9 months, September 1, 1970. E&G Budget page 79, position 7.

John Jay Rusch, Visiting Assistant Professor of Earth Science, School of Geology and Geophysics, \$11,000 for 9 months, September 1, 1970. E&G Budget page 94; the E&G Budget will be reimbursed from an NSF Academic Year Institute Earth Science for Secondary School Teachers Grant to cover this position.

Jeffrey Curtis Rinehart, Assistant Professor of Political Science, \$11,000 for 9 months, September 1, 1970. E&G Budget page 135; the E&G Budget will be reimbursed from a cash account of Advanced Programs to cover this position. Both the salary and rank indicated are contingent upon the completion of the doctoral degree before September 1, 1970.

Roger Leonard Mellgren, Assistant Professor of Psychology, \$11,200 for 9 months, September 1, 1970. E&G Budget page 139, position 21.

Walter Alan Nicewander, Assistant Professor of Psychology, \$11,000 for 9 months, September 1, 1970. E&G Budget page 139, position 23.

Lawrence Howard Goldman, Assistant Professor of Regional and City Planning, \$12,500 for 9 months, September 1, 1970 to June 1, 1971. E&G Budget page 141, position 8.

Man Keung Ho, Ph.D., Assistant Professor of Social Work, \$13,500 for 9 months, September 1, 1970. E&G Budget page 142, \$10,344 from position 13 and \$3,156 from position 6. Also appointed Assistant Professor of Social Work in Advanced Programs, paid by special payment, June 1 to September 1, 1970.

July 23, 1970

10479

Virginia E. Olds, reappointed Assistant Professor of Social Work, \$956 per month, July 1 to September 1, 1970. Salary from Social Work Teaching Grant and Traineeships in Social Work (428 241).

Larry Eugene Harrelson, Information Services Librarian with rank of Assistant Professor, University Libraries, \$9,000 for 12 months, September 1, 1970. E&G Budget page 203, position 19 (amount needed for 1970-71 is \$7,500).

Abraham Hoffman, Ph.D., Curator, Western History Collections, with rank of Assistant Professor, University Libraries, and Assistant Professor of History, rate of \$14,000 for 12 months, September 1, 1970. E&G Budget page 202, position 7 (amount needed for 1970-71 is \$11,667).

Mark Tennyson Graves, Jr., Special Instructor in Aerospace, Mechanical, and Nuclear Engineering, \$4,800 for 9 months, 1/2 time, September 1, 1970 to June 1, 1971. E&G Budget page 60, position 34.

Jonathan David Porath, Adjunct Instructor in Classics, no salary, September 1, 1970.

Brian Farmer Rader, Special Instructor in Political Science, \$3,000 for 9 months, 1/2 time, September 1, 1970 to June 1, 1971. E&G Budget page 136, \$2,500 from position 40 and \$500 from position 42.

Dana Jane Collier, Lower Division Librarian with rank of Instructor, University Libraries, \$8,000 for 12 months, July 6, 1970. E&G Budget page 204, position 27.

Beverly S. Harrison, Acting University School Librarian with rank of Visiting Instructor, University Libraries, \$3,033.60 for September 1 to January 1, 1971. E&G Budget page 204, position 26.

Robert Lee Pendarvis, Lecturer in Political Science, \$3,000 for 9 months, 1/4 time, September 1, 1970. E&G Budget page 136, position 37.

Saul Ortiz Sanchez, Teaching Assistant in Modern Languages, \$4,400 for 9 months, .83 time, September 1, 1970 to June 1, 1971.

CHANGES:

Ronald B. Shuman, George Lynn Cross Research Professor of Management, salary increased from \$22,000 to \$22,600 for 9 months, September 1, 1970. E&G Budget page 114, position 1; additional \$600 transferred from Dean's Office, College of Business Administration, Maintenance and Equipment Budget, page 72.

George Henderson, promoted from Associate Professor to Professor of Education, July 1, 1970. Retains titles Associate Professor of Sociology and Goldman Professor of Human Relations.

Elmer Mayse Million, title changed from Visiting Professor to Professor of Law, September 1, 1970.

July 23, 1970

10480

Leonard H. Haug, title changed from Acting Director to Associate Director, School of Music, July 1, 1970. Retains rank of Professor of Music Education.

Eddie Carol Smith, Associate Professor of Chemistry; appointed Acting Chairman of Chemistry, July 1 to September 1, 1970.

Albert D. Smouse, Associate Professor of Education and Staff Psychologist, University Counseling Center, salary changed from \$16,600 for 12 months, full time, in Education, and \$3,040 for 12 months, .20 time, in University Counseling Center, to \$13,280 for 12 months, .80 time, in Education and \$3,320 for 12 months, .20 time, in Counseling Center, July 1, 1970. E&G Budget page 83, position 38, and page 34, position 4, plus \$280 transferred from E&G "B" Budget page 21, position 203. Budget correction.

Kenneth R. Merrill, Associate Professor of Philosophy, changed from 12 to 9 month basis on September 1, 1970, rather than July 1, 1970; paid \$1,190 per month for July and August, 1970. E&G Budget page 130, position 9 (\$2,266), and \$114 from Special Academic, page 145. Correction in budget.

Robert W. Shahan, Assistant Professor of Philosophy, changed from 9 to 12 month basis on September 1, 1970 instead of July 1, 1970. Correction in budget.

Charles H. Banks, Assistant Dean, College of Engineering, given additional title of Assistant Professor of Civil Engineering, July 1, 1970.

James Marshall Kenderdine, Assistant Professor of Marketing, salary increased from \$12,300 to \$13,000 for 9 months, September 1, 1970. E&G Budget page 115, position 8; additional \$700 from Special Academic, page 145.

RESIGNATIONS:

Henry J. Tobias, Associate Professor of History, June 1, 1970.

James William Flury, Assistant Professor of Art, June 1, 1970.

David Ballesteros, Assistant Professor of Modern Languages, June 1, 1970.

Milton A. Ryan, Assistant Professor of Music, June 1, 1970.

Patricia C. Fairchild, Visiting Assistant Professor of Physical Education, ~~June~~ 1, 1970.

August

Diane Elizabeth Stanko, Assistant Professor, University School, June 1, 1970.

Robert B. Payne, Assistant Professor of Zoology, June 1, 1970.

Clifton F. Gary, Special Instructor in Mathematics, August 1, 1970.

John E. Howland, Special Instructor in Mathematics, June 1, 1970.

July 23, 1970

10481

Loyd Vernon Allen, Jr., Clinical Instructor in Pharmacy, June 1, 1970.

Charles J. Nithman, Clinical Instructor in Pharmacy, June 1, 1970.

Margaret F. Thurston, Special Instructor in Physical Education, June 1, 1970.

Hugh H. Collum, Lecturer in Political Science, June 1, 1970.

Helen P. Clements, Information Desk Librarian with rank of Instructor, University Libraries, August 22, 1970.

Approved on motion by Regent Huffman.

President Hollomon reported the deaths of Ellsworth Collings, Professor Emeritus of Education, on June 18, 1970, and of Gerald Max Simmons, Assistant Professor of Aerospace, Mechanical and Nuclear Engineering, on July 15, 1970.

b. Norman Campus Graduate Assistants

APPOINTMENTS:

English (All funds from E & G Budget, page 89, position 47.)

Garfield Derwood Bethel, \$3,120 for 9 months, 1/2 time, September 1, 1970.

Michael Paul Colvin, \$3,120 for 9 months, 1/2 time, September 1, 1970.

Sue Kolb Dotson, \$2,500 for 9 months, 1/2 time, September 1, 1970.

Lynn Lundgaard Hughes, \$3,120 for 9 months, 1/2 time, September 1, 1970.

Michael T. McCanless, \$3,120 for 9 months, 1/2 time, September 1, 1970.

Johnny Leon McDonald, \$3,120 for 9 months, 1/2 time, September 1, 1970.

Robert Lee Novak, \$3,120 for 9 months, 1/2 time, September 1, 1970.

Dorothy Anne Hoffmann Prewitt, \$3,120 for 9 months, 1/2 time, September 1, 1970.

John Keith Sheriff, \$3,120 for 9 months, 1/2 time, September 1, 1970.

Linda Kay Walker, \$3,120 for 9 months, 1/2 time, September 1, 1970.

Geography (All funds from E & G Budget, page 93, position 17.)

Dale Michael Lewison, \$1,100 for 9 months, 1/4 time, September 1, 1970.

James Oren Palmer, \$1,100 for 9 months, 1/4 time, September 1, 1970.

July 23, 1970

10482

Mathematics (All funds from E & G Budget, page 117, position 47.)

Yousif F. Andary, \$2,400 for 9 months, 1/2 time, September 1, 1970.
Patricia Marie Callaghan, \$2,400 for 9 months, 1/2 time, September 1, 1970.
Patricia Jo Coulthard, \$1,250 for 9 months, 1/4 time, September 1, 1970.
Cheryl Ann Fridstrom, \$1,250 for 9 months, 1/4 time, September 1, 1970.
Gary Layton Ganske, \$3,000 for 9 months, 1/2 time, September 1, 1970.
Claude W. Johnson, Jr., \$2,500 for 9 months, 1/2 time, September 1, 1970.
Danny Ray Lovett, \$2,650 for 9 months, 1/2 time, September 1, 1970.
Ellinor Ann Wiest McLaury, \$2,700 for 9 months, 1/2 time, September 1, 1970.
Muriel Daniels McLemore, \$2,800 for 9 months, 1/2 time, September 1, 1970.
Anastasios G. Malliaris, \$1,300 for 9 months, 1/4 time, September 1, 1970.
Elaine Ann Zeighami, \$2,700 for 9 months, 1/2 time, September 1, 1970.

Modern Languages (All funds from E & G Budget, page 121, position 40.)

Cida Solano Chase, \$2,200 for 9 months, 1/2 time, September 1, 1970.
Darryl M. Haws, \$2,000 for 9 months, 1/2 time, September 1, 1970.
Jeanne Elaine Horton, \$2,000 for 9 months, 1/2 time, September 1, 1970.
Michael Ellis Huff, \$2,000 for 9 months, 1/2 time, September 1, 1970.
Michael Eugene Irby, \$2,200 for 9 months, 1/2 time, September 1, 1970.
Helen M. Kincaid, \$2,200 for 9 months, 1/2 time, September 1, 1970.
Daniele M. McDowell, \$2,200 for 9 months, 1/2 time, September 1, 1970.
Cleston Glade Merrell, \$2,200 for 9 months, 1/2 time, September 1, 1970.
Stephen Carl Pallady, \$2,200 for 9 months, 1/2 time, September 1, 1970.
John L. Peterneil, \$2,000 for 9 months, 1/2 time, September 1, 1970.
Faisal Saab, \$2,000 for 9 months, 1/2 time, September 1, 1970.
Marie Françoise Sapin, \$2,200 for 9 months, 1/2 time, September 1, 1970.

July 23, 1970

10483

Neta G. Smith, \$2,000 for 9 months, 1/2 time, September 1, 1970.

Josiane Marie-Therese Sprauer, \$2,000 for 9 months, 1/2 time, September 1, 1970.

Guadalupe O. Thompson, \$2,200 for 9 months, 1/2 time, September 1, 1970.

Francis Triana, \$2,200 for 9 months, 1/2 time, September 1, 1970.

Don E. Wood, \$2,200 for 9 months, 1/2 time, September 1, 1970.

Nuclear Reactor Laboratory (All funds from E & G Budget, page 185, position 2.)

Dale T. Bradshaw, \$2,602 for 12 months, 1/2 time, July 1, 1970 to July 1, 1971.

Teh Kuei Hu, \$2,602 for 12 months, 1/2 time, July 1, 1970 to July 1, 1971.

Jack W. Hughey, \$2,602 for 12 months, 1/2 time, July 1, 1970 to July 1, 1971.

Physics and Astronomy (All funds from E & G Budget, page 134, position 26.)

Javad Montazad Baheri, \$2,700 for 9 months, 1/2 time, September 1, 1970.

Juzar Salehbhai Bandukwala, \$2,800 for 9 months, 1/2 time, September 1, 1970.

Jon Alan Craig, \$2,700 for 9 months, 1/2 time, September 1, 1970.

Indresh Hari Dwivedi, \$2,700 for 9 months, 1/2 time, September 1, 1970.

John S. Gamble, \$2,800 for 9 months, 1/2 time, September 1, 1970.

Stephen Sikuan Hsieh, \$2,800 for 9 months, 1/2 time, September 1, 1970.

Herbert Inhaber, \$2,800 for 9 months, 1/2 time, September 1, 1970.

Claud H. Lacy, \$2,700 for 9 months, 1/2 time, September 1, 1970.

Tom Dent Norton, Jr., \$2,800 for 9 months, 1/2 time, September 1, 1970.

William Charles Paske, \$2,900 for 9 months, 1/2 time, September 1, 1970.

Lester K. Sisemore, \$2,800 for 9 months, 1/2 time, September 1, 1970.

Larry Gene Stephenson, \$2,700 for 9 months, 1/2 time, September 1, 1970.

Kwong-Chuen Tam, \$2,700 for 9 months, 1/2 time, September 1, 1970.

William Larry Walls, \$2,800 for 9 months, 1/2 time, September 1, 1970.

David Mack Wilson, \$2,800 for 9 months, 1/2 time, September 1, 1970.

July 23, 1970

10484

Paul Eugene Burgess, \$1,500 for 9 months, 1/4 time, September 1, 1970.

Political Science (All funds from E & G Budget, page 136, position 42.)

Catharine Vaughan Ewing, \$2,500 for 9 months, 1/2 time, September 1, 1970.

Kuo-Chung Lin, \$3,000 for 9 months, 1/2 time, September 1, 1970.

Margaret Jane Stewart, \$2,800 for 9 months, 1/2 time, September 1, 1970.

Michael Allen Sutton, \$2,800 for 9 months, 1/2 time, September 1, 1970.

Speech (All funds from E & G Budget, page 146, position 20.)

Dorothy Corinne Adams, \$2,300 for 9 months, 1/2 time, September 1, 1970.

Dennis Lee Bailey, \$2,500 for 9 months, 1/2 time, September 1, 1970.

Susan J. Baum, \$2,300 for 9 months, 1/2 time, September 1, 1970.

James Douglas Chew, \$2,300 for 9 months, 1/2 time, September 1, 1970.

Richard Wayne Darnell, \$2,300 for 9 months, part time, September 1, 1970.

Peter Kerr Hamilton, \$2,500 for 9 months, 1/2 time, September 1, 1970.

Stanley E. Paregien, \$2,500 for 9 months, 1/2 time, September 1, 1970.

Sandra Dutreau Perky, \$2,300 for 9 months, 1/2 time, September 1, 1970.

University Counseling Center

Barbara T. Roberts, \$2,700 for 12 months, 1/2 time, July 1, 1970. Funds from E & G Budget, page 34, position 9.

RESIGNATIONS:

Kenneth A. Kottka, English, declined to accept 1970-71 appointment.

Herbert D. Hewey, University Counseling Center, July 1, 1970.

Approved on motion by Regent Davies.

c. Oklahoma City Campus Faculty

LEAVES OF ABSENCE:

Thomas C. Points, Associate Professor of Community Health, Schools of Health and Medicine, leave of absence without pay, July 15, 1970 to July 15, 1971.

July 23, 1970

10485

APPOINTMENTS:

John George Mueller, M.D., D.D.S., Assistant Professor of Anesthesiology, \$1,500 per month, July 1, 1970.

Grover C. Harrison, M.D., Consultant Assistant Professor of Environmental Health, School of Health, without remuneration, July 1, 1970.

Ozro Ray Kling, Ph.D., Assistant Research Professor of Gynecology-Obstetrics, \$1,166.66 per month, August 1, 1970.

Jeptha W. Dalston, M.H.A., Assistant Professor of Health Administration, School of Health, and Assistant Director, University Hospitals, \$1,500 per month, July 1, 1970.

Raymond Joseph Dougherty, Jr., M.D., Assistant Professor of Medicine, without remuneration, July 1, 1970.

David Wilkinson Jenkins, M.D., Assistant Professor of Medicine, without remuneration, July 1, 1970.

James Donald Mayfield, M.D., Assistant Professor of Medicine, without remuneration, July 1, 1970.

Joanne Smith T, M.D., Assistant Professor of Medicine, \$1,666.66 per month, September 15, 1970.

Lyle Anacletus David, Ph.D., Assistant Professor of Microbiology and Immunology, without remuneration, July 1, 1970.

Marie Urban Weaver, M.S.N., Assistant Professor of Nursing, \$1,000 per month, July 1, 1970.

Jamie Sue Williams, M.S., Assistant Professor of Nursing, \$1,008.33 per month, July 1, 1970.

Perry Albert Lambird, M.D., Assistant Clinical Professor of Pathology and Clinical Assistant in Orthopedic Surgery, without remuneration, July 1, 1970.

John Edward Pless, M.D., Assistant Professor of Pathology, \$1,666.66 per month, July 1, 1970.

Takashi Yoshida, M.D., Ph.D., Assistant Professor of Research in Pediatrics, \$1,500 per month, July 1, 1970.

Maude M. Masterson, M.D., Assistant Professor of Child Psychiatry in Psychiatry and Behavioral Sciences and in Pediatrics, \$1,333.33 per month, July 1, 1970.

Robert Moriston Sayre, M.A., Instructor in Dermatology, \$800 per month, June 1, 1970.

July 23, 1970

10486

Clarence Edward Schwartz, M.A., M.Div., Special Instructor in Health Administration, School of Health, without remuneration, July 1, 1970.

Thomas Orville Nicklas, M.D., Clinical Instructor in Ophthalmology, without remuneration, April 1, 1970.

Leonard F. Todd, M.D., Instructor in Orthopedic Surgery, without remuneration, June 1, 1970.

Arvind S. Shah, M.D., Research Associate in Pathology, \$833.33 per month, July 1, 1970.

Donald Jackson Boon, M.D., Clinical Assistant in Pediatrics (Fellow), \$708.33 per month, July 1, 1970.

C. Gilbert Madrigal, M.D., Clinical Assistant in Pediatrics (Fellow in Nephrology), \$400 per month, July 1, 1970.

David Clay Mullins, M.D., Clinical Assistant in Pediatrics, without remuneration, July 1, 1970.

CHANGES:

John P. Colmore, appointed Interim Executive Vice President for Medical Center Affairs and Interim Director of the Medical Center, effective September 15, 1970 and continuing until a permanent appointment is made; \$500 per month expense allowance authorized for as long as he continues in this position; regular title changed from Acting Associate Dean to Associate Dean, School of Medicine (retains rank Professor of Medicine and of Pharmacology), salary changed from \$2,500 to \$2,343.75 per month, July 1, 1970. (Salary is budget correction; 6-70 salary \$2,091.67.) Also paid by VA Hospital.

Creed W. Abell, Professor of Biochemistry and Molecular Biology, salary changed from \$1,658.33 to \$1,637.50 per month, July 1, 1970. Correction of budget.

Stephen E. Acker, promoted from Instructor to Assistant Professor of Radiation Therapy in Radiological Sciences, salary changed from without remuneration to \$1,625 per month, July 1, 1970.

Gail D. Adams, Professor and Vice-Chairman in Charge of Graduate Studies in Radiological Sciences (Radiation Physics) and Radiation Physics, salary changed from \$2,000 to \$1,583.33 per month, July 1, 1970. Budget correction.

Barnett Addis, title changed from Research Associate to Assistant Professor of Psychiatry and Behavioral Sciences, salary changed from without remuneration to \$1,166.66 per month, July 1, 1970.

James Ross Allen, Assistant Professor of Child Psychiatry in Psychiatry and Behavioral Sciences, salary changed from \$750 to \$1,566.66 per month, July 1, 1970. Correction of budget (6-70 salary \$1,566.66).

July 23, 1970

10487

Adele R. Altman, Associate Professor of Radiological Sciences, salary changed from \$583.33 to \$750 per month, July 1, 1970.

Paul S. Anderson, Jr., Professor and Chairman of Biostatistics and Epidemiology, School of Health, and Professor of Community Health, School of Medicine, salary changed from \$1,541.66 to \$1,875 per month, July 1, 1970. Budget correction (6-70 salary \$1,791.66).

James R. Andrews, Assistant Professor of Communication Disorders, salary changed from \$1,400 to \$1,333.33 per month, July 1, 1970. Budget correction (6-70 salary \$1,333.33).

Nabih R. Assal, Assistant Professor of Biostatistics and Epidemiology, School of Health, salary changed from \$1,000 to \$1,083.33 per month, July 1, 1970. Budget correction.

David Bannerjee, Research Associate in Microbiology and Immunology; given additional title of Research Associate in Medicine (NIH Trainee-Post Doctoral), salary changed from \$666.66 to \$750 per month, July 1, 1970. Budget correction.

Vincent P. Barranco, title changed from Visiting Lecturer to Clinical Instructor in Dermatology, July 1, 1970.

S. Joseph John Barry, Assistant Professor of Communication Disorders, salary changed from \$1,350 to \$1,400 per month, July 1, 1970. Budget correction.

Richard D. Bell, Research Assistant Professor of Urology and Assistant Professor of Physiology and Biophysics, salary changed from \$882.45 to \$958.33 per month, July 1, 1970. Budget correction.

Donald J. Bertoch, Assistant Professor of Medical Psychology in Psychiatry and Behavioral Sciences, salary changed from \$541.66 to \$750 per month, July 1, 1970. Budget correction.

Robert C. Bowers, Instructor in Community Health, Schools of Medicine and Health, salary changed from \$541.66 to \$1,041.66 per month, July 1, 1970. Budget correction (6-70 salary \$1,041.66).

Thomas Briggs, Associate Professor of Biochemistry and Molecular Biology, salary changed from \$1,129.16 to \$1,166.66 per month, July 1, 1970. Budget correction.

John G. Bruhn, Professor of Community Health and of Human Ecology, Associate Professor of Sociology in Medicine, salary changed from \$1,833.33 to \$1,875 per month, July 1, 1970. Budget correction.

John F. Burton, Professor Emeritus of Surgery, continued at \$583.33 per month, July 1, 1970. Inadvertently omitted from budget.

William A. Cain, Assistant Professor of Microbiology and Immunology and Associate Professor of Research Medicine, salary changed from \$791.66 to \$1,436.99 per month, July 1, 1970. Budget correction (6-70 salary \$1,416.66).

July 23, 1970

10488

Henry S. Caldwell, Assistant Professor of Medical Psychology in Psychiatry and Behavioral Sciences and Assistant Professor of Child Psychology in Pediatrics, salary changed from \$986.12 to \$1,083.33 per month, July 1, 1970. Budget correction.

Charles M. Cameron, Jr., Chairman and Professor of Health Administration, Professor of Community Health, salary changed from \$2,208.33 to \$2,250 per month, July 1, 1970. Budget correction.

Robert Leroy Carpenter, Clinical Instructor in Community Health, in Medicine, and in Biostatistics and Epidemiology, Instructor in Research Microbiology, salary changed from \$164.50 to \$180.58 per month, July 1, 1970. Budget correction.

Gilbert A. Castro, Assistant Professor of Parasitology and Laboratory Practice, salary changed from \$1,249.99 to \$1,225 per month, July 1, 1970. Budget correction (6-70 salary \$1,166.66).

Albert M. Chandler, Associate Professor of Biochemistry and Molecular Biology, salary changed from \$1,291.66 to \$1,250 per month, July 1, 1970. Budget correction (6-70 salary \$1,220.83).

Tushar K. Chowdhury, Associate Professor of Physiology and Biophysics, salary changed from \$1,916.66 to \$1,500 per month, July 1, 1970. Budget correction.

Ronald L. Coleman, Associate Professor of Research Biochemistry and Molecular Biology and of Environmental Health, salary changed from \$1,333.33 to \$1,416.66 per month, July 1, 1970. Budget correction.

David H. Copple, Clinical Assistant in Medicine, salary continued at \$750 per month, July 1, 1970. Inadvertently omitted from budget.

James P. Costiloe, Instructor in Research Medicine, Research Associate in Psychiatry and Behavioral Sciences and in Biostatistics and Epidemiology, salary changed from \$333.33 to \$733.33 per month, July 1, 1970. Budget correction (6-70 salary \$666.66).

Harriet W. Coussons, Instructor in Pediatrics, salary changed from \$333.33 to \$666.66 per month, July 1, 1970. Budget correction.

Richard T. Coussons, Assistant Professor of Medicine and of Research Microbiology and Immunology; given additional title of Director of Medical Services for Outpatient Clinics in University Hospitals and Emergency Department, salary changed from \$1,499.98 to \$1,665.98 per month, July 1, 1970.

A. Chadwick Cox, Assistant Professor of Biochemistry and Molecular Biology, salary changed from \$1,063.33 to \$1,084.17 per month, July 1, 1970. Budget correction.

Warren M. Crosby, Professor and Vice-Chairman of Gynecology-Obstetrics, salary changed from \$1,708.33 to \$1,891.32 per month, July 1, 1970. Budget correction.

July 23, 1970

10489

William J. Crowley, Jr., Associate Professor of Neurology, salary changed from \$1,416.66 to \$1,833.33 per month, July 1, 1970.

Walter L. Cullinan, Associate Professor of Communication Disorders, salary changed from \$1,400 to \$1,462.49 per month, July 1, 1970. Budget correction.

Barbara M. Curcio, Associate Professor of Radiologic Technology in Radiological Sciences, salary changed from \$1,250 to \$1,083.33 per month, July 1, 1970. Budget correction.

Roy B. Deal, Jr., Professor of Biostatistics and Epidemiology, salary changed from \$1,499.99 to \$1,541.66 per month, July 1, 1970. Budget correction.

Robert Delaney, Associate Professor of Biochemistry and Molecular Biology, salary changed from \$1,333.33 to \$1,325 per month, July 1, 1970. Budget correction (6-70 salary \$1,308.33).

Paul C. Desper, Assistant Professor of Medicine, salary changed from \$1,666.66 to \$1,458.33 per month, July 1, 1970. Budget correction (6-70 salary \$1,458.33).

Kurt M. Dubowski, Director of Toxicology Laboratories, University Hospitals, Professor of Clinical Chemistry and Toxicology in Pathology, in Medicine, and in Biochemistry and Molecular Biology, Associate Professor of Clinical Chemistry and Toxicology in Laboratory Medicine, salary changed from \$1,749.97 to \$1,916.65 per month, July 1, 1970. Budget correction.

Eugene Durso, Associate Professor of Radiological Sciences, salary changed from \$2,333.33 to \$2,083.33 per month, July 1, 1970. Budget correction (6-70 salary \$2,083.33).

Bobby Gene Eaton, Associate Professor of Radiological Sciences, salary changed from \$916.66 to \$1,750 per month, July 1, 1970. Budget correction (6-70 salary \$1,833.33).

Joseph J. Ferretti, Assistant Professor of Microbiology and Immunology and of Biochemistry and Molecular Biology, salary changed from \$1,208.33 to \$1,249.99 per month, July 1, 1970. Budget correction.

Robert G. Fisher, Professor and Chief, Division of Neurosurgery, Department of Surgery, salary changed from \$1,437.50 to \$1,916.66 per month, July 1, 1970. Budget correction.

Alice F. Gambill, Assistant Professor of Anesthesiology, salary changed from \$1,750 to \$1,566.66 per month, July 1, 1970. Budget correction (6-70 salary \$1,566.67).

Donald LeRoy Graves, Assistant Professor of Community Health, salary changed from \$500 to \$1,000 per month, July 1, 1970. Budget correction.

Laurence G. Gumbreck, Associate Professor of Anatomical Sciences, salary changed from \$1,041.66 to \$1,124.99 per month, July 1, 1970. Budget correction.

July 23, 1970

10490

Chesterfield G. Gunn, Professor of Medicine, salary changed from \$1,893.32 to \$2,136 per month, July 1, 1970. Budget correction (6-70 salary \$2,136).

Yediz Gutierrez, Instructor in Parasitology and Laboratory Practice, salary changed from \$833.32 to \$858.32 per month, July 1, 1970. Budget correction.

James P. Haller, Instructor in Radiological Sciences, salary changed from \$903.66 to \$1,083.33 per month, July 1, 1970. Budget correction.

James W. Hampton, Associate Professor of Medicine, salary changed from \$2,083.33 to \$2,249.99 per month, July 1, 1970. Budget correction.

Frances C. Hart, Instructor in Nursing, salary changed from \$1,066.66 to \$1,125 per month, July 1, 1970. Budget correction.

James M. Hartsuck, Assistant Professor of Surgery, salary changed from \$1,416.67 to \$1,541.66 per month, July 1, 1970. Budget correction.

Norman L. Haug, Instructor in Community Health, Schools of Medicine and Health, salary changed from \$1,000 to \$1,500 per month, July 1, 1970. Budget correction.

William Dean Hawley, Instructor in Surgery, salary changed from \$625 per month to without remuneration, July 1, 1970. To be paid by VA Hospital.

Daniel S. Hodgins, Associate Professor of Biochemistry and Molecular Biology, salary changed from \$1,125 to \$1,166.67 per month, July 1, 1970.

Donald D. Holmes, Assistant Professor of Pathology and of Research Medicine, salary changed from \$666.66 to \$706.25 per month, July 1, 1970. Budget correction.

William R. Hood, Associate Professor of Research Psychiatry and Behavioral Sciences and Associate Professor of Human Ecology, salary changed from \$583.33 to \$845.83 per month, July 1, 1970. Budget correction.

Paul C. Houk, delete title Director of Medical Services for Outpatient Clinics in University Hospitals and Emergency Department, retains title Associate Professor of Medicine, salary changed from \$1,649.99 to \$1,570.24 per month, July 1, 1970. Salary change is budget correction.

Wolfgang K. Huber, Instructor in Psychiatry and Behavioral Sciences and Assistant Professor of Research Medicine, salary changed from \$425 to \$325 per month, part time, July 1, 1970. Budget correction.

Auldon F. Hutton, Assistant Professor of Laboratory Medicine, salary changed from \$950 to \$975 per month, July 1, 1970. Budget correction.

Richard M. Hyde, Associate Professor of Microbiology and Immunology, salary changed from \$1,458.33 to \$1,541.66 per month, July 1, 1970. Budget correction.

July 23, 1970

10491

Rajko Igetic, Research Associate in Pharmacology, salary changed from \$666.66 to \$716.67 per month, July 1, 1970. Budget correction.

J. Leslie Jackson, Associate Professor of Parasitology and Laboratory Practice and of Microbiology and Immunology, salary changed from \$275 to \$1,558.33 per month, July 1, 1970. Budget correction (6-70 salary \$1,499.99).

Virgil T. Jones, Instructor in Medical Library Science, salary changed from \$766.33 to \$750 per month, July 1, 1970. Budget correction (6-70 salary \$683.33).

Robert W. Ketner, Associate Professor of Human Ecology, salary changed from \$1,845.25 to \$1,503.59 per month, July 1, 1970. Budget correction (6-70 salary \$1,458.33).

M. Jack Keyl, Professor and Vice Chairman of Physiology and Biophysics, Professor of Urology, salary changed from \$1,583.32 to \$1,633.32 per month, July 1, 1970. Budget correction.

C. Alton Kurtz, Professor of Biochemistry and Molecular Biology, salary changed from \$1,125 to \$1,083.33 per month, July 1, 1970. Budget correction (6-70 salary \$1,062.50).

Jorge C. Lagos, Assistant Professor of Pediatrics and of Neurology, salary changed from \$507.49 to \$1,515.83 per month, July 1, 1970. Budget correction (6-70 salary \$1,515.83).

Earl G. Larsen, Associate Professor of Biochemistry and Molecular Biology, salary changed from \$958.33 to \$937.50 per month, July 1, 1970. Budget correction (6-70 salary \$916.66).

Charles H. Lawrence, Assistant Professor of Environmental Health, Clinical Instructor in Radiological Sciences, salary changed from \$1,333.33 to \$1,416.66 per month, July 1, 1970. Budget correction.

Kenneth L. Leveque, Assistant Professor of Child Psychiatry in Pediatrics and in Psychiatry and Behavioral Sciences, salary changed from \$1,004.75 to \$1,087.50 per month, July 1, 1970. Budget correction.

Roger I. Lienke, Associate Professor of Community Health, salary changed from \$2,166.66 to \$2,500 per month, July 1, 1970. Budget correction.

James L. Luke, Professor of Forensic Pathology in Pathology, salary changed from \$2,166.65 to \$2,749.98 per month, July 1, 1970. Budget correction.

Melody J. Marshall, Instructor in Community Health, salary changed from \$1,041.66 to \$1,083.33 per month, July 1, 1970. Budget correction.

Richard A. Marshall, Professor of Medicine, salary changed from \$1,173.33 per month to without remuneration, July 1, 1970.

July 23, 1970

10492

Karen B. Mask, Instructor in Physical Therapy, salary changed from \$1,133.33 to \$733.33 per month, July 1, 1970. Budget correction (6-70 salary \$733.33). Leave of absence without pay for July 16 to October 1, 1970.

Billy J. Matter, Associate Professor of Medicine, salary changed from \$291.66 to \$1,024.82 per month, July 1, 1970. Budget correction. Also paid from VA Hospital.

J. Thomas May, Assistant Professor of Human Ecology, salary changed from \$999.99 to \$1,166.65 per month, July 1, 1970. Budget correction.

Jary S. Mayes, Associate Professor of Biochemistry and Molecular Biology, Assistant Professor of Research Pediatrics, salary changed from \$1,145.83 to \$1,166.67 per month, July 1, 1970. Budget correction.

Theodore D. McClure, Assistant Professor of Anatomical Sciences, salary changed from \$1,083.33 to \$1,166.33 per month, July 1, 1970. Budget correction.

Audrey J. McMaster, Assistant Professor of Gynecology-Obstetrics, salary changed from \$1,400 to \$1,483.33 per month, July 1, 1970.

James A. Merrill, Professor and Head of Gynecology-Obstetrics, Consultant Professor of Pathology, salary changed from \$2,458.33 to \$2,525 per month, July 1, 1970. Budget correction.

Jack Metcoff, Professor of Pediatrics and Adjunct Professor of Biochemistry and Molecular Biology, salary changed from \$2,499.98 to \$2,083.33 per month, July 1, 1970. Budget correction (6-70 salary \$2,083.33).

Raymond A. Mill, Associate Professor of Environmental Health, salary changed from \$1,500 to \$1,583.33 per month, July 1, 1970. Budget correction.

Joanne I. Moore, Associate Professor and Acting Chairman of Pharmacology, salary changed from \$1,749.99 to \$1,666.65 per month, July 1, 1970. Budget correction.

Ghulam Reza Najem, Visiting Instructor in Community Health, salary changed from without remuneration to \$716.66 per month, July 1, 1970.

Jiro Nakano, Associate Professor of Pharmacology and of Medicine, salary changed from \$1,500 to \$1,583.33 per month, July 1, 1970. Budget correction.

Tsunehiko Nakashima, Assistant Professor of Otorhinolaryngology, salary changed from \$833.30 to \$1,004.99 per month, July 1, 1970. Budget correction.

Carl A. Nau, Professor of Community Health and of Environmental Health, salary changed from \$1,916.66 to \$2,083.32 per month, July 1, 1970. Budget correction.

Ellen R. Oakes, Assistant Professor of Communication Disorders and of Medical Psychology in Psychiatry and Behavioral Sciences, salary changed from \$1,133.33 to \$1,150.41 per month, July 1, 1970. Budget correction.

July 23, 1970

10493

Nelson Ordway, Professor of Pediatrics and of Community Health, salary changed from \$1,833.33 to \$1,958.33 per month, July 1, 1970. Budget correction.

Alfonso Paredes, Professor of Research Psychiatry in Psychiatry and Behavioral Sciences, salary changed from without remuneration to \$416.66 per month, July 1, 1970.

Donald Parker, Assistant Professor of Biostatistics and Epidemiology, continued at \$1,125 per month, July 1, 1970. Inadvertently omitted from budget.

R. Gibson Parrish, title changed from Vice Chairman to Acting Chairman of Anesthesiology, June 18, 1970. Retains title Professor of Anesthesiology.

Helen S. Patterson, title changed from Dean and Professor of Nursing to Professor of Nursing, \$1,166.66 per month, July 1, 1970.

Thelma Pedersen, Professor and Director of Physical Therapy, salary changed from \$1,258.33 to \$1,424.99 per month, July 1, 1970. Budget correction.

J. Rainer Poley, Assistant Professor of Pediatrics, salary changed from \$1,031.25 to \$1,333.33 per month, July 1, 1970. Budget correction.

William K. Powell, Assistant Professor of Health Administration, salary changed from \$1,000 to \$1,083.33 per month, July 1, 1970. Budget correction.

Bernard Rabinovitch, Professor of Biochemistry and Molecular Biology, salary changed from \$1,500 to \$1,483.33 per month, July 1, 1970. Budget correction (6-70 salary \$1,483.33).

Elizabeth R. Radcliffe, Assistant Professor of Nutrition in Nursing, salary changed from \$687.50 to \$748 per month, July 1, 1970. Budget correction.

C. V. Ramana, Research Associate in Psychiatry and Behavioral Sciences, salary changed from without remuneration to \$775 per month, July 1, 1970. Budget correction.

Evelyn E. Ramming, Assistant Professor of Nursing (Maternal-Child Nursing), salary changed from \$1,000 to \$1,016.66 per month, July 1, 1970. Budget correction.

Philip A. Roberts, Assistant Professor of Anatomical Sciences, salary changed from \$1,041.67 to \$1,250 per month, July 1, 1970. Budget correction.

Tomas Rubio, Assistant Professor of Pediatrics, salary changed from \$100.75 to \$1,291.66 per month, July 1, 1970. Budget correction (6-70 salary \$1,291.66).

Thomas R. Russell, Assistant Professor of Medicine, salary changed from \$1,066.66 to \$1,333.32 per month, July 1, 1970. Budget correction.

Russell T. Schultz, Associate Professor of Medicine, Assistant Professor of Research Microbiology and Immunology, salary changed from \$833.33 to \$1,141.84 per month, July 1, 1970. Budget correction (6-70 salary \$1,141.84).

July 23, 1970

10494

Anthony I. Schuham, Assistant Professor of Child Psychology in Pediatrics and in Psychiatry and Behavioral Sciences, salary changed from \$1,004.17 to \$1,087.50 per month, July 1, 1970. Budget correction.

Bertram E. Sears, Associate Professor of Anesthesiology, salary changed from \$1,816.66 to \$1,916.66 per month, July 1, 1970. Budget correction.

J. Rodman Seely, Associate Professor of Pediatrics, salary changed from \$1,781.71 to \$1,708.33 per month, July 1, 1970. Budget correction (6-70 salary was \$1,708.33).

Toshikatsu Seki, Research Associate in Pharmacology, salary changed from \$341.66 to \$783.33 per month, July 1, 1970. Budget correction (6-70 salary \$683.33).

A. William Shafer, Professor of Laboratory Medicine, Associate Professor of Medicine, Director of Blood Bank, salary changed from \$1,833.32 to \$1,916.65 per month, July 1, 1970. Budget correction.

Robert P. Shaver, Assistant Professor of Ophthalmology and of Pathology, salary changed from \$625 to \$800 per month, July 1, 1970. Budget correction.

Stanley L. Silberg, Associate Professor of Biostatistics and Epidemiology, salary changed from \$958.33 to \$1,458.33 per month, July 1, 1970. Budget correction (6-70 salary \$1,416.66).

Carl W. Smith, Associate Professor of Radiological Sciences (Isotopes) and of Medicine, Chief, Section of Isotopes and Nuclear Medicine, salary changed from \$1,958.33 to \$1,625 per month, July 1, 1970. Budget correction.

J. Darrell Smith, Professor of Pediatrics, salary changed from \$1,850.80 to \$1,800 per month, July 1, 1970. Budget correction (6-70 salary \$1,800).

William O. Smith, Professor and Vice Chairman of Medicine, salary changed from \$528.91 to \$1,220.75 per month, July 1, 1970. Budget correction.

Katherine B. Sohler, Assistant Professor of Biostatistics and Epidemiology, salary changed from \$875 to \$1,375 per month, July 1, 1970. Budget correction.

Wilson D. Steen, Associate Dean, School of Health, Professor of Health Administration and of Community Health, salary changed from \$1,831.65 to \$2,083.33 per month, July 1, 1970. Budget correction.

Richard R. Sternlof, promoted from Assistant Professor to Adjunct Associate Professor of Human Ecology, School of Health, July 1, 1970. Retains title Assistant Professor of Medical Psychology in Psychiatry and Behavioral Sciences.

Joni K. Stinson, Instructor in Nutrition, salary changed from \$826.16 to \$834.50 per month, July 1, 1970. Budget correction.

July 23, 1970

10495

Julian Swann, title changed from Visiting Lecturer to Assistant Clinical Professor of Dermatology, July 1, 1970.

Miriam S. Tam, Assistant Professor of Medical Library Science, salary changed from \$733.33 to \$750 per month, July 1, 1970. Budget correction.

Jaime T. Tapuz, Instructor in Anesthesiology (Visiting Fellow), salary changed from \$1,499.99 to \$1,141.66 per month, July 1, 1970. Budget correction (6-70 salary \$1,141.67).

George T. Taylor, Instructor in Environmental Health, salary changed from \$916.66 to \$1,000 per month, July 1, 1970. Budget correction.

Ellidee D. Thomas, Assistant Professor of Pediatrics, salary changed from \$1,125 to \$1,500 per month, July 1, 1970. Budget correction.

John L. Townsend, Associate Professor of Medicine and Assistant Professor of Community Health, Director of Health Service, salary changed from \$1,671.99 to \$893.24 per month, July 1, 1970. Budget correction. Also paid by VA Hospital.

Jean M. Tucker, Instructor in Medicine, salary changed from \$728.41 to \$958.32 per month, July 1, 1970. Budget correction.

Leon Unger, Associate Professor of Biochemistry and Molecular Biology and of Microbiology and Immunology, salary changed from \$1,220.83 to \$1,250 per month, July 1, 1970. Budget correction.

Helen Walcher, Professor and Supervisor of the School for the Deaf, Communication Disorders, salary changed from \$924.99 to \$974.99 per month, July 1, 1970. Budget correction.

Dennis L. Weigand, promoted from Instructor to Assistant Professor of Dermatology, salary changed from without remuneration to \$500 per month, part time, July 1, 1970.

A. Kurt Weiss, Professor of Physiology and Biophysics, salary changed from \$1,591.66 to \$1,641.66 per month, July 1, 1970. Budget correction.

Martin H. Welch, Assistant Professor of Medicine, salary changed from \$725.42 to \$754.41 per month, July 1, 1970. Budget correction.

Jack D. Welsh, Associate Professor of Medicine, salary changed from \$2,083.33 to \$2,249.99 per month, July 1, 1970. Budget correction.

Walter H. Whitcomb, Associate Professor of Medicine and of Radiological Sciences (Isotopes); given additional title of Assistant Dean for Veterans Administration Affairs in the School of Medicine, salary changed from \$83.33 to \$166.66 per month, part time, July 1, 1970.

July 23, 1970

10496

Charles R. Wicke, Associate Professor of Human Ecology, salary changed from \$500 to \$1,708.33 per month, July 1, 1970. Budget correction (6-70 salary \$1,666.66).

James W. Woods, Coordinator of M.D. Laboratories and Professor of Physiology and Biophysics, Associate Professor of Pharmacology, salary changed from \$1,916.67 to \$2,000 per month, July 1, 1970. Budget correction.

Logan Wright, Associate Professor of Child Psychology in Pediatrics and Associate Professor of Medical Psychology in Psychiatry and Behavioral Sciences, salary changed from \$1,083.33 to \$1,250 per month, July 1, 1970.

TERMINATIONS:

James L. Dennis, Executive Vice President for Medical Center Affairs, Director of the Medical Center, Professor of Pediatrics, on or about September 15, 1970.

Victor B. Abello, Clinical Assistant in Pediatrics, July 1, 1970.

Russell F. Allen, Instructor in Community Health, July 1, 1970.

Bernard A. Bishop, Research Associate in Psychiatry and Behavioral Sciences, August 1, 1970.

Manuel Harty Edquist, Clinical Assistant in Psychiatry and Behavioral Sciences, September 1, 1970.

David E. Kemp, Assistant Professor of Psychiatry and Behavioral Sciences, July 1, 1970. To accept position at University of California, Davis.

Linda R. McNew, Instructor in Social Work in Psychiatry and Behavioral Sciences, July 16, 1970.

Burt C. Montague, Clinical Instructor in Gynecology-Obstetrics, July 1, 1970.

Robert Edward Ringrose, Assistant Professor of Medicine, July 1, 1970. Private practice in Guthrie.

RETIREMENT:

Garmon H. Daron, Professor of Anatomical Sciences, July 1, 1970; given Emeritus status.

President Hollomon requested permission to add to the agenda one additional faculty change at the Medical Center. The Regents unanimously agreed to add the item to the agenda for this meeting.

President Hollomon reported that Dr. Stewart Wolf, Regents Professor of Medicine and of Psychiatry and Behavioral Sciences and Professor of Physiology

and Biophysics is joining the staff at the University of Texas in Galveston, but will return to our Medical Center from time to time to continue to assist in the teaching program. President Hollomon recommended that he be allowed to retain his present titles but that his salary be changed to without remuneration, effective July 1, 1970.

All of the above recommendations for Medical Center faculty were approved on motion by Regent Huffman.

II. New Degrees

a. Physicians Assistants Program

The Physician Assistants Program is a new degree program which is designed to train persons to assist physicians in their varied functions and which has as one of its important objectives to help alleviate the critical shortage of personnel trained in the health-care field. The program will be administered by the School of Health, with the cooperation of the School of Medicine, at the Medical Center. Students who successfully complete the program of study will be awarded the degree Bachelor of Health.

The Physician Assistants Program consists of a four-year curriculum with two years in the School of Health after completion of two years of prior academic work at an accredited college or university. Students selected must also have acquired two or more years of practical experience in the health field, as, for example, in the field of nursing or serving as medical corpsmen in some branch of the Armed Forces. The selection of applicants will be based on their previous scholastic record, scores on aptitude and achievement tests, letters of reference, and personal interviews.

Since students admitted to the program will already have completed two years of college or university work, they will begin work in the Physician Assistants Program at the start of their third year of college study. During this year students will follow a curriculum which will include basic academic work correlated with practical instruction in the clinical area. Instruction will be given in such subjects as medical terminology, anatomy, ethics, physiology, patient evaluation, bacteriology, radiology, clinical chemistry, and medical practice. Demonstrations and work on hospital wards will provide for clinical application of the knowledge gained through classroom instruction.

The fourth year of the program will be primarily a year of experience in various clinical settings but with continued individualized instruction, in addition to more formal instruction through regularly scheduled seminars and conferences. As a part of the training of the fourth year, the student will serve a preceptorship during which he will assist a physician in the course of his community practice, for the purpose of providing the student an opportunity to utilize his knowledge and training in patient evaluation and patient care in the setting in which he will later be working.

July 23, 1970

10498

Funds from the Veterans Administration will permit the establishment of the program without involvement of University monies during at least the first two years, and this support may be continued thereafter. Although some University support may be requested at the end of two years, such a request will be modest since it is not intended that the program expand in size until its effectiveness has been established.

President Hollomon recommended approval of the Physician Assistants Program, to be administered through the School of Health. He also recommended approval of the proposal to establish the degree of Bachelor of Health to be awarded to those students who satisfactorily complete the program. Both recommendations are subject to final approval of the Oklahoma State Regents for Higher Education.

Approved on motion by Regent Santee.

b. Doctoral Degree - Anatomical Sciences

The graduate College of the University of Oklahoma has recommended that there be established a program leading to the degree of Doctor of Philosophy in Anatomical Sciences to be administered by the Department of Anatomical Sciences.

The proposed program is designed for students desiring to pursue a career in research or teaching in biological structure and development at medical schools or in biology at the graduate level, and will place greater stress on microscopic and macroscopic aspects of structure and development. This degree is the one being offered in graduate basic science programs at major medical schools throughout the country and is designed to accommodate the specific interests and requirements of the graduate students who will be involved.

In preparing the proposal to establish this new degree program, the plan was submitted to an ad hoc committee of the Graduate Council and to an outside evaluating committee for study and recommendation. Their reports were studied by the Graduate Council and the initial proposal was revised to reflect such recommendations. The proposal has now been approved by the Graduate Council and the Graduate Faculty of the University.

President Hollomon recommended approval of the proposed degree program and the establishment of the degree Doctor of Philosophy in Anatomical Sciences, subject to final approval by the Oklahoma State Regents for Higher Education.

Approved on motion by Regent Davies.

c. Doctoral Degrees - Electrical Engineering

The graduate College of the University has recommended that programs be established in the School of Electrical Engineering leading to the degree of Doctor of Philosophy and Doctor of Engineering in Electrical Engineering.

July 23, 1970

10499

Since 1958 the College of Engineering has administered a program leading to the Doctor of Philosophy and Doctor of Engineering degrees, and within this program the School of Electrical Engineering has offered a curriculum in the field of electrical engineering. New programs are now being requested for the purpose of better representing the graduate program of the School to prospective students and to governmental agencies, in particular since support from many such agencies is directed to specific disciplines. It has also been found that students prefer to have their programs of study designated by discipline, and with particular reference to the area of specialization. It is felt that the administration of degree programs will be more efficient if centered in the School, and the Graduate College concurs.

The degree requirements of the proposed doctoral programs will include all of those requirements now specified in the Doctor of Philosophy and Doctor of Engineering programs in the general area of Engineering. Certain specific requirements in course work, however, will be added for the purpose of strengthening the doctoral programs in electrical engineering.

The proposed programs can be established without any increased cost to the University, by utilizing existing course offerings and the present graduate faculty of the School of Electrical Engineering, all members of which have had considerable experience in directing work leading to doctoral degrees.

The proposed programs were carefully studied by an ad hoc committee of the Graduate College, appointed for this purpose, and then evaluated by an outside evaluation committee for the purpose of making possible suggestions and recommendations concerning the proposal. After receiving the report of these groups, the recommendation to approve the proposed doctoral programs was then approved by the Graduate Council and the Graduate Faculty.

The purpose of the proposal is to give proper recognition and more effective administration of the programs which are now being offered in the School of Electrical Engineering.

President Hollomon recommended approval of the proposed programs and of the establishment of the degrees, subject to final approval by the State Regents for Higher Education.

Approved on motion by Regent Davies.

d. Radiological Sciences Degrees

The Graduate College of the University has recommended that programs be established in the Department of Radiological Sciences leading to the Master of Science degree and to the Doctor of Philosophy in Radiological Sciences.

The national requirement for individuals competent in various areas involving radiation has been recognized for many years and has been filled largely by persons originally trained in one of the basic disciplines. The

July 23, 1970

10500

interdisciplinary character of the field of radiological sciences is recognized, and students entering this field are generally drawn from such disciplines as biology, chemistry, medicine, engineering, and physics. The objective of the proposed program would be to accept such students and to train them within an area of science known as radiation research. There is a growing demand for persons trained in this area, and numerous candidates have already indicated an interest.

There will be no requirement for additional direct support by the University at this time to permit the establishment of these programs. The faculty for the core courses in the Department of Radiological Sciences are either already at the School of Medicine or expected soon. Contributing faculty from other departments within the School of Medicine will be offered co-appointments in the Department of Radiological Sciences for the purpose of providing the required support staff. Direct financial support may be expected from numerous Federal agencies interested in the training of personnel in the field of radiation research.

In order to be admitted to the Master of Science program, students must meet the general requirements for admission to the Graduate College. The degree will then require the completion of a minimum of thirty graduate credit hours of course work with a multi-disciplinary core. A no-thesis option may be exercised with the approval of the chairman, in which case the minimum program must contain thirty-two hours. A thesis option will include four hours of credit for thesis research.

In order to be admitted to the Doctor of Philosophy program, students must meet the general requirements for admission to the Graduate College. All general requirements of the College must then be met, including demonstrated proficiency in reading one foreign language. Of the ninety graduate hours required, at least thirty will be in Radiological Sciences 599, Research for Doctor's Dissertation, and thirteen will be in a multi-disciplinary course core. A student's program will normally be directed through one of the following options: radiobiology, radiation physics, radiation chemistry, or radiation medicine.

The proposed programs leading to the Master of Science and the Doctor of Philosophy degrees were studied at length by an ad hoc committee of the Graduate College and by an outside evaluation committee selected for this purpose. Their recommendations were then submitted to the Graduate College and incorporated into the present proposal. The Graduate Council and the Graduate Faculty subsequently approved the proposal.

President Hollomon recommended that the proposal to establish programs leading to the degrees Master of Science and Doctor of Philosophy in Radiological Sciences, and the proposed degrees themselves, be approved, subject to final approval by the Oklahoma State Regents for Higher Education.

Approved on motion by Regent Lockard.

VIII. Admission Policies

a. Admissions Standard for Non-Resident First-Time-Entering Freshmen

President Hollomon has been notified that the Oklahoma State Regents for Higher Education, at their meeting on June 16, approved the request of the University of Oklahoma (p. 10213) for a revision in the admission standard for first-time-entering non-resident freshmen students. The new policy will be effective with the fall semester, 1971, and is as follows:

A non-resident of Oklahoma in order to be eligible for admission to study as a first-time-entering freshman at the University of Oklahoma must be a graduate of a high school accredited by the regional association or an appropriate accrediting agency of his home state, and must have participated in the American College Testing Program. In addition, he must meet the following requirements:

1. Have maintained an average of B- (2.5) or above in the four years of high school study or rank among the upper one-half of the members of his high school graduating class, and
2. Attain a composite score on the American College Test which would place him among the upper one-half of all high school seniors, based on twelfth grade national norms.

An individual not eligible for admission as stated above may, if he is a high school graduate and has participated in the American College Testing Program, be admitted to the summer session on probationary status, provided that he is considered worthy of admission by an institutional committee established for such purpose. A student admitted on probationary status must enroll in at least six hours of basic academic work and achieve a minimum grade-point average of 2.0 (based on a 4.0 scale) in order to be eligible for continued enrollment in the fall semester. Exceptions to the policy made under this provision shall not exceed three per cent of the non-resident first-time-entering freshmen for the preceding fall semester.

The policy approved by the State Regents is revised slightly from that approved by the University Regents on February 12, 1970.

This was reported for information only.

D. The University Community

III. Student Regulations

a. Student Guide

The Student Congress, the Faculty and the Administration have been working on a Student Code to replace the present Student Guide. It was to have been presented to the Regents at the July meeting, but it has not been completed. In order to have rules and regulations for the student body, it will be necessary to re-enact the present Student Guide until the Board can act on the new Student Code.

President Hollomon recommended that the Board re-enact the 1969 Student Guide for 1970 subject to a hearing to be held on the 28th of July, 1970 with the understanding that a new Student Code will be prepared and presented to the Board as soon as practicable in the fall.

There was a discussion of making a copy of the student regulations available to new students. It was agreed that the Guide could be given to a student at three different times: when he makes application, when he is admitted to the University, and when he enrolls. It was agreed that a copy of the Student Guide should be sent to each student when he is admitted to the University.

Regent Santee moved that the Board re-enact the 1969 Student Guide for 1970 subject to a hearing to be held on July 28, and with the understanding that a new Student Code will be prepared and presented to the Board as soon as practicable in the fall. Approved.

IX. Scholarships and Loan Programs

a. Fee Waiver Scholarships

President Hollomon has been notified that at their meeting on June 16, the Oklahoma State Regents for Higher Education reaffirmed their previous action of April 21 in disapproving the University's request for an increase in the amount of fee waiver scholarship funds from $\frac{1}{2}$ of 1% to 1% of the previous year's Educational and General Budget.

The State Regents directed the Chancellor to institute a state-wide study of all student assistance needs and resources with the view of giving further consideration to this problem when the study is completed.

This was reported for information. No action was required.

E. Finance and Management

I. Administrative and Professional Personnel

APPOINTMENTS:

Sharon J. Blevins, Assistant Copy Editor, University Publications, \$5,800 for 12 months, July 6, 1970. E&G Budget page 44, position 4. Professional.

July 23, 1970

10503

Billy Bruce Crowell, M.D., Staff Physician, Student Health Service, \$20,400 for 12 months, August 1, 1970. AE Budget page 8, position 11.

Chong Kiew Liew, Econometrician, Bureau for Business and Economic Research, \$1,338.66 per month, June 1 to September 1, 1970. Salary from Business Research Expansion Fund Grant (427 261).

Donald Norman Meeks, Director of International Student Affairs, Special Student Programs, \$8,500 for 12 months, July 1, 1970. E&G Budget page 37, position 2. Professional Status.

Gregory A. Meyers, Assistant Director, School Relations, University College, \$7,100 for 12 months, July 1, 1970. Professional Status. E&G Budget page 149, position 6.

Thomas James Nolan, III, Extension Specialist II, Business and Industrial Services, \$12,500 for 12 months, July 1, 1970. Professional Status. E&G Budget page 195, position 11.

Anita L. Starzer, Administrative Assistant, School of Geology and Geophysics, \$6,000 for 12 months, July 1, 1970. Professional Status. E&G Budget page 95; E&G Budget will be reimbursed in the amount of \$1,800 from the Summer Unitary Institute in Earth Science Grant and \$4,200 from the Summer Sequential Institute in Earth Science to cover this position.

Ronnie D. Stewart, Assistant Director, Student Publications, Publications Board, rate of \$13,500 for 12 months, August 1, 1970. Professional Status. AE Budget page 10, position 2.

James Allison West, Project Coordinator, DHEW RSA Management Training Grant (428 204), \$1,248 per month, June 1 to September 1, 1970.

All of the following work in the Post Office Programs and are paid from funds received through the University's contract with the Post Office Department:

Sharon Diane Acree, reappointed Extension Specialist II, Media Specialist, \$416.66 per month, 1/2 time, July 1 to October 1, 1970.

Arlie L. Bowling, reappointed Extension Specialist II, Management Development Specialist, \$13,000 for 12 months, July 1, 1970 to July 1, 1971.

Thomas C. Clary, Extension Specialist II, Management Development Specialist, \$12,500 for 12 months, July 1, 1970 to July 1, 1971.

Sidney Kay Eddy, Extension Specialist II, Artist, \$7,000 for 12 months, July 1, 1970 to July 1, 1971.

Phillips G. Frank, Extension Specialist II, Curriculum Research and Development Specialist, \$12,500 for 12 months, August 1, 1970 to July 1, 1971.

July 23, 1970

10504

Pedro A. Fuentes, reappointed Extension Specialist II, Media Specialist, \$416.66 per month, 1/2 time, July 1 to October 1, 1970.

John Barry Gilmore, reappointed Extension Specialist II, Management Development Specialist, rate of \$13,000 for 12 months, August 1, 1970 to July 1, 1971.

Theodore M. Raley, Extension Specialist II, Management Development Specialist, \$13,000 for 12 months, July 1, 1970 to July 1, 1971.

Paul T. Robarts, Extension Specialist II, Instructional Programmer Writer, \$9,300 for 12 months, July 1, 1970 to July 1, 1971.

Leslie E. Woelflin, reappointed Extension Specialist II, Instructional Programmer Writer, \$16,000 for 12 months, July 1, 1970 to July 1, 1971.

CHANGES:

Alvin U. Bielefeld, reappointed Extension Specialist II, Staff Writer, Community Services, DHEW Nutrition and Interaction Among the Aged Grant (428 250), salary increased from \$10,932 to rate of \$11,600 for 12 months, July 1 to November 1, 1970. Subject to availability of grant funds.

Harold Dean Bruemmer, Manager, Duplicating and Photo Service and University Machine Rental, transferred from Research Institute to University Machine Rental, \$12,750 for 12 months, July 1, 1970. AE Budget page 25, position 1. Administrative Staff Status.

Harvey Clint Davidson, Jr., title changed from Personnel Intern, Employment Services, to Classification Analyst, Personnel Services, salary increased from \$3,708 for 12 months, 1/2 time, to \$7,800 for 12 months, full time, July 1, 1970. Professional Status. E&G Budget page 33, position 6.

Judith K. Freyer, transferred from University Publications to University Relations, title changed from Assistant Copy Editor to Administrative Assistant, no change in salary (\$6,500 for 12 months), July 1, 1970. E&G Budget page 41 and 42, \$6,300 from position 20 and \$200 from position 10.

William C. Howard, title changed from Acting General Manager for University Housing to Assistant General Manager for University Housing, August 15, 1970.

William T. James, title changed from Extension Specialist II, School and Community Services, to Supervisor, Audio-Visual Services, salary changed from \$7,400 for 12 months to \$3.75 per hour (approximately \$7,800 for 12 months), July 1, 1970. Changed from Professional to Supervisory Classification. AE Budget page 52, position 203.

Susan Lynn McGarry, title changed from Personnel and Placement Assistant, Employment Services to Placement Counselor, Personnel Services, salary changed from \$3,807 to \$6,000 for 12 months, July 1, 1970. Changed from Classified to Professional Status. E&G Budget page 33, position 8.

July 23, 1970

10505

Russell R. Myers, title changed from Extension Specialist III and Director, Correspondence Study, to Extension Specialist III and Director, Independent Study, July 1, 1970.

Joe Thomas Packnett, title changed from Extension Specialist II and Assistant Director, Correspondence Study, to Extension Specialist II and Assistant Director, Independent Study, July 1, 1970.

Max B. Painton, Staff Psychologist, University Counseling Center, salary changed from \$8,772 for 12 months to \$12,500 for 12 months, full time, July 1, 1970 to January 1, 1971. Correction in E&G Budget page 34, position 3.

Steven William Raulerson, Operations Analyst, Office of the Vice President for Operations and Payroll Clearing Account (Housing), salary increased from \$7,056 to \$8,200 for 12 months, May 15, 1970. 1969-70 increase from Housing account 327 295; 1970-71 AE Budget page 20, position 3.

Joel Dwain Schmidt, transferred from Business and Industrial Services to Continuing Legal Education as Director of Continuing Legal Education, salary increased from \$15,732 to \$20,000 for 12 months, July 1, 1970. AE Budget page 31, position 1. Retains title Special Lecturer in Law.

Elizabeth C. Stubler, title changed from Assistant Editor to Editor of University Publications, July 1, 1970.

All of the following are employed in the Post Office Programs and are paid from funds received through the University's contract with the Post Office Department:

Kenneth T. Anderson, title changed from Correspondence Course Coordinator to Extension Specialist II, Instructional Programmer Writer, salary increased from \$9,084 to \$11,000 for 12 months, July 1, 1970 to July 1, 1971.

Richard Nels Botthof, Extension Specialist II, Instructional Programmer Writer, salary increased from \$8,760 to \$9,300 for 12 months, July 1, 1970 to July 1, 1971.

Josephus A. Bowman, Extension Specialist III and Director, Post Office Programs, salary increased from \$20,000 to \$22,500 for 12 months, July 1, 1970 to July 1, 1971.

Grady L. Butler, title changed from Extension Specialist II to Extension Specialist II, Management Development Specialist, salary increased from \$13,500 to \$13,800 for 12 months, July 1, 1970 to July 1, 1971.

Cheryl T. Chambers, title changed from Research Librarian to Extension Specialist II, Research Associate, salary increased from \$6,096 to \$6,500 for 12 months, July 1, 1970 to July 1, 1971.

July 23, 1970

10506

Jimmy C. Diecker, title changed from Extension Specialist II (Writer) to Extension Specialist II, Instructional Programmer Writer, salary changed from \$6,036 for 12 months, 3/4 time to \$7,000 for 12 months, full time, July 1, 1970 to July 1, 1971.

Lawrence D. Fisher, Extension Specialist II, Management Development Specialist, salary increased from \$12,500 to \$13,250 for 12 months, July 1, 1970 to July 1, 1971.

Gerald G. Gregory, title changed from Extension Specialist II to Extension Specialist II, Management Development Specialist, \$7,500 for 12 months, 1/2 time, July 1, 1970 to July 1, 1971.

John S. Howland, Extension Specialist II and Deputy Director, salary increased from \$20,000 to \$22,500 for 12 months, July 1, 1970 to July 1, 1971.

John Lawrence Jackson, title changed from Extension Specialist II to Extension Specialist II, Management Development Specialist, salary increased from \$13,000 to \$13,800 for 12 months, July 1, 1970 to July 1, 1971.

Natalie J. Kenyon, title changed from Secretary II to Extension Specialist II, Fiscal and Property Clerk, salary increased from \$2.03 per hour (approximately \$4,224 for 12 months) to \$6,300 for 12 months, July 1, 1970 to July 1, 1971. Changed from Classified to Professional Status.

Charlyce Ross King, title changed from Extension Specialist II, Director, ABE Curriculum Project, to Extension Specialist II, Coordinator Correspondence Courses, salary increased from \$16,920 to \$18,500 for 12 months, July 1, 1970 to July 1, 1971.

George A. McCutchan, title changed from Extension Specialist II to Extension Specialist II, Residence Course Coordinator, salary increased from \$15,000 to \$17,000 for 12 months, July 1, 1970 to July 1, 1971.

Johanna K. Meredith, title changed from Extension Specialist II, Management Development Specialist, to Extension Specialist II, Curriculum Research and Development Associate, salary increased from \$7,500 to \$8,500 for 12 months, July 1, 1970 to July 1, 1971.

Raymond Leon Price, title changed from Extension Specialist II, Management Development Specialist, to Extension Specialist II, Curriculum Research and Development Specialist, salary increased from \$12,000 to \$13,500 for 12 months, July 1, 1970 to July 1, 1971.

Patricia A. Stephens, title changed from Extension Specialist II, Training Associate, to Extension Specialist II, Office Management Specialist, salary increased from \$7,500 to \$8,500 for 12 months, July 1, 1970 to July 1, 1971.

Stephen L. Suckle, title changed from Extension Specialist II to Extension Specialist II, Management Development Specialist, salary increased from \$11,000 to \$11,660 for 12 months, July 1, 1970 to July 1, 1971.

July 23, 1970

10507

Richard Lee Thorp, title changed from Extension Specialist II to Extension Specialist II, Instructional Technology and Media Development Specialist, salary increased from \$9,000 to \$10,000 for 12 months, July 1, 1970 to July 1, 1971.

RESIGNATIONS:

Bruce N. Benedict, Programmer III, Computing Center, July 31, 1970.

Rough A. Boggess, Coordinator of Federal Affairs, Admissions and Records, July 31, 1970.

Larry Core, Programmer I, Computing Center, June 22, 1970.

Owen R. Jenkins, Extension Specialist II, Office of the Extension Dean, July 30, 1970.

Edward Louis Myles, Assistant to the Director of Residential Programs, June 1, 1970.

Marian Lynn Knapp Shotts, Extension Specialist II, Community Services, July 17, 1970.

Approved on motion by Regent Davies.

President Hollomon reported the death of William E. Ham, Geologist IV, Oklahoma Geological Survey, on July 9, 1970.

II. Budgets

a. 1970-71 Auxiliary Enterprises Budget

A copy of the Norman Campus Budget containing Personnel Appointments in Auxiliary Enterprises and Other Cash Funds for the fiscal year 1970-71 was mailed to each member of the Board several days before the meeting.

President Hollomon recommended approval of the Auxiliary Enterprises Budget for 1970-71 as presented.

Approved on motion by Regent Huffman.

b. 1970-71 Budget for Community Health Center Hospital of Grant County

President Hollomon said the Executive Vice President for Medical Center Affairs has submitted the 1970-71 budget for the Community Health Center Hospital of Grant County. A summary of income and expenses for 1969-70 and for 1970-71 is as follows:

July 23, 1970

10508

	<u>Income 1969-70*</u>	<u>Projected Income 1970-71</u>
Hospital	\$13,199	\$25,920
Extended Care Facility	9,710	16,524
Nursing Home	49,961	56,228
Tom Points Clinic	23,760	26,268
Pharmacy Rent	1,266	1,380
Miscellaneous	3,319	3,508
TOTAL	<u>\$101,215</u>	<u>\$129,783</u>

	<u>Expense 1969-70**</u>	<u>Projected Expense 1970-71</u>
Salaries	\$105,468	\$129,162
Employee Benefits	5,052	6,458
Travel	876	960
Equipment	96	1,800
Supplies	18,144	24,000
Other	20,880	23,916
TOTAL	<u>\$150,471</u>	<u>\$186,896</u>

Bad Debts (1%)	<u>\$ 994</u>	<u>\$ 1,297</u>
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Net Expense over Income	<u>(\$ 58,410)</u>
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*Actual for 7 months - Hospital and E.C.F.; 11 months - all other.

**Expenses projected to June 30, 1970.

President Hollomon recommended approval of the budget as submitted.

Approved on motion by Regent Lockard.

c. 1970-71 Estimated Student Activity Fee Budget

President Hollomon presented the following 1970-71 Estimated Activity Fee Budget:

	<u>SUMMER</u>	<u>FALL*</u>	<u>SPRING*</u>	<u>TOTAL</u>
Estimated FTE Student	4,865	15,467	15,054	
Student Health Service	25,000	168,500	168,500	364,000
Oklahoma Daily	3,065	19,333	18,817	42,000
Union Operations		20,000	15,000	35,000
Union Debt Service	30,511	61,022	61,022	152,555
Student Congress		91,500	91,500	183,000**
				<u>\$776,555</u>

*Figures based on 15 credit hours as full-time student load for academic year and 7.5 for summer.

**Proposed budget for Student Congress	
Classical and Popular Artists Series	\$ 30,000
Support for Student Organizations	40,000
Public Lectures	30,000
Operational Support for Executive, Legislative, and Judicial Branches	35,000
Operational Support for Housing Center Governments	13,000
Special Programs and Projects	10,000
Contingency Fund for Student Government	5,000
Rent	<u>20,000</u>
Total	\$183,000

President Hollomon recommended approval of the distribution as shown.

Mr. Huffman moved approval of the recommendation submitted.

Regent Lollar asked what controls are placed on the expenditures. President Hollomon replied that funds are allocated by the Regents by general item (as listed in this recommendation). The expenditures must be authorized by the Student Congress and they are subject to an audit. He said that the audit for 1969-70 has just been completed and copies will be made available to the Regents.

Mr. Lollar asked if the President or any member of the administration has any veto power over the expenditures. President Hollomon replied they do not. He said that all actions of the Student Congress are a matter of public record and all checks are issued through the State Treasurer's Office.

In response to a question, President Hollomon stated that the procedure recommended here does coincide with the opinion made by the Attorney General last year regarding the allocation of student fees.

President Hollomon said that fees have been allocated to the students in a similar manner for a number of years but last year was the first time such a large amount (\$150,000) had been allocated.

On the vote on the motion all members voted AYE, except Regent Lollar who asked that he be recorded as voting NO.

VI. Purchases

a. Laboratory Furniture

The following bids have been received for furnishing and installing laboratory furniture in Rooms 10 and 10B, Richards Hall:

Hamilton Mfg. Co.	
Frank C. Stewart, Representative	
Oklahoma City	
Net, 90 day delivery	\$6,548.00

July 23, 1970

10510

Walrus Mfg. Co.
Decatur, Illinois
Net, 45-60 day delivery \$9,770.00

Fourth quarter Section 13 and New College Funds are available to cover the cost of this furniture (see p. 10275, March 24, 1970, minutes).

President Hollomon recommended acceptance of the low bid from Frank C. Stewart and Associates in the amount of \$6,548.00.

Regent Calvert stated the Budget Committee had examined this item and recommends approval.

Approved on motion by Regent Davies.

b. Disc Memory System

The following bids have been received on a Disc Memory System for the Department of Meteorology:

1. Information Data Systems
Detroit, Michigan
Net, 45 day delivery, fob Norman \$11,973.00
2. Remtek, Inc.
Dallas, Texas
Net, 60-90 day delivery, fob Norman 14,680.00
3. Applied Magnetics Corp.
Goleta, California
Net, delivery time not given,
fob Norman 19,994.00
4. Digital Development Corp.
San Diego, California
Net, 60 day delivery ARO, fob Norman 31,000.00

Funds for this purchase are available from a Department of Meteorology National Science Foundation grant, account 428 459.

President Hollomon recommended the award be made to the low bidder, Information Data Systems, Detroit, Michigan.

Regent Calvert stated the Budget Committee had considered this item and recommends approval.

Approved on motion by Regent Davies.

July 23, 1970

10511

c. Aluminum Screens

Bids have been received for furnishing and installing approximately 1,890 aluminum screens on all windows of 15 apartment buildings located on the South Campus.

The following bids were received:

1. Aluminum Products Co., Tulsa 30 day delivery, less 2% 10 days	Lot price Less 2%	\$8,050.00 <u>161.00</u>	\$ 7,889.00
2. Midwest Door & Window Co., Del City Delivery as requested, net	\$4.83 each		9,128.70
3. Custom Window & Door, Tulsa 45 day delivery, \$211.50 cash discount	\$5.35 each Less discount	\$10,111.50 <u>211.50</u>	9,900.00
4. Norman Lumber Co., Norman 60-75 day delivery, net	\$6.39 each		12,077.10
5. Independent Screen Co., Oklahoma City 75 day delivery, net	\$6.55 each		12,379.50
6. Nance Screen & Builders Supply Co. Oklahoma City 45 day delivery, net	\$7.40 each		13,986.00

Funds for this purchase will come from rental of the South Campus Apartments, Housing account, 327 274.

President Hollomon recommended the award be made to the low bidder, Aluminum Products Co.

Regent Calvert stated the Budget Committee had considered this purchase and recommends approval.

Approved on motion by Regent Davies.

d. Vending Machines

Bids have been received on the purchase of 79 vending machines of various types to be operated by the Vending Machine Operation, a new University operated service.

The invitation to bid specified used, factory reconditioned equipment not more than three years old because, after discussions with various

July 23, 1970

10512

vending machine dealers, all indications were that the cost of new machines would greatly exceed funds available.

Two bids were received. When these bids were opened a quite surprising development was revealed. One bidder bid all new, current model machines at a total price lower than the total price bid by a company bidding a combination of new, new obsolete and factory reconditioned machines. Both lines of machines bid are satisfactory and acceptable.

The bids received are as follows:

Automatic Music Distributors, Inc. Oklahoma City Net, 30 day delivery	\$46,675.00
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This company is bidding new, current model machines manufactured by Rowe International, Inc.

The Vendo Company Kansas City, Missouri 2 weeks delivery, less 1% 10 days; net 30 days	\$49,107.84
Less 1%	491.07
	\$48,616.77

The machines bid are a combination of new, new obsolete and factory reconditioned, manufactured by the bidder.

Although it would be possible to reduce the total cost somewhat by purchasing some factory reconditioned or new obsolete machines from one vendor and the remainder from the other, our Purchasing Office has recommended the total award be made to Automatic Music Distributors, Inc. for the following reasons:

1. All new machines.
2. One year warranty as compared to six month warranty on the reconditioned or new obsolete.
3. Service personnel will need to learn the operation of only one line of machine.
4. Maintenance personnel will need to learn the maintenance of only one line of machines.
5. Machines will match regardless of amount of shifting or moving around.

The Vice President for Operations and the Vice President for Administration and Finance concur in this recommendation.

The funds for this purchase will be provided by a loan from account 327 522, Power Plant Auxiliary, to account 327 284, Vending Machine Operations, if such a transaction is approved by the Regents.

President Hollomon recommended that the bid of Automatic Music Distributors, Inc. covering the purchase of 79 vending machines as described above be accepted for a total award of \$46,675.00.

Regent Calvert stated the Budget Committee had considered this purchase and recommends approval.

Approved on motion by Regent Davies.

VII. Project Financing

a. Transfer of Funds to Purchase Vending Equipment

After considerable study, it has been determined that it would be to the best interest of the Regents and the University for the Regents to purchase their own vending machines for all types of food and cigarette vending service except cold drinks. These machines would be installed in the buildings on the University campus in Norman. The University Vending Service would supervise the operation of all of these machines.

At the present time, the University Vending Service does not have sufficient funds to purchase the necessary vending machines, and it is necessary that certain auxiliary account funds be transferred to the Vending Service Auxiliary Account from another auxiliary account. At the present time there is surplus revenue in the Physical Power Plant Auxiliary Account (327-522). This surplus revenue may be used by the Regents for this purpose as all of its obligations under the 1958 and 1963 Student Facilities Bond Issues have been met at the present time. The University Vending Service would need approximately \$48,000.00 to purchase the necessary vending equipment. The money transferred from Account 327-522 would be placed in Account 327-284. It is proposed that the Vending Service Auxiliary would pay to the Power Plant Auxiliary interest at the rate of 4% per annum for the use of these funds. For the purpose of determining the amount of net operating revenue, the Vending Services Auxiliary would furnish the Power Plant Auxiliary a monthly statement reflecting the gross revenue of all vending machines. From the gross revenue would be deducted the cost of goods sold and all operating expenses. After the cost of goods sold and all operating expenses had been deducted, all remaining revenue would be transferred to the Power Plant Auxiliary, and it is anticipated that the \$48,000.00 plus interest would be paid back to Account 327-522 within a period of 30 months.

President Hollomon recommended that the Regents transfer from the Power Plant Auxiliary Account 327-522 to the University Vending Service Auxiliary Account 327-284 a sum necessary to purchase vending machines for operation on the University campus in Norman in an amount not to exceed \$48,000.00. The legal counsel has examined this proposal and has advised the President that it is a proper transfer of funds.

Approved on motion by Regent Santee.

b. Merrick Computer Center Addition

Several years ago Ward Merrick of Ardmore financed the construction of the Merrick Computer Center Building located on the North Campus of the University.

Mr. Merrick has made an additional gift to the University of Oklahoma Foundation, Inc. in the amount of \$150,000 contingent upon this figure being matched up to \$100,000 by the University to provide for the construction of an addition to the Merrick Computer Center at a total cost of \$250,000.

President Hollomon recommended that the Merrick gift be matched up to an amount not to exceed the following:

\$88,000 from the Murray Sells Building Fund
plus
\$12,000 from the Lease and Royalties Fund

Approved on motion by Regent Davies.

President Hollomon called attention to the fact that bids were taken on Tuesday of this week on this addition. The architect's estimate of the cost of the addition was \$220,000 to \$222,000, but the low base bid received was \$251,500. Therefore, it will take another \$17,000 from some other source to complete the project.

President Hollomon said that at the end of this year there was a reserve of approximately \$1 million in the Power Plant Service account. He said this surplus could be reduced substantially and still maintain enough to operate. Repairs to our utilities must come from this reserve, but President Hollomon feels the reserve is sufficient at this time so that \$17,000 could be used to provide the funds necessary for the Merrick Computer Center without serious risk to the reserve fund. Dr. Nordby agreed these funds could be transferred without jeopardizing the Physical Plant reserve.

On motion by Regent Santee, the Regents unanimously agreed to add this matter to the agenda for consideration at this time.

President Hollomon recommended that the Regents authorize transferring \$17,000 from the Power Plant Auxiliary Account, 327 522, to the Merrick Computer Center, Phase II, construction account. Approved on motion by Regent Santee.

F. Operations and Physical Plant

I. New Construction

a. Fine Arts Center

The new Fine Arts Center is at the present time approximately sixty-three (63) percent complete. Under the terms of the contract which the Regents have with Walter Nashert & Sons, there is to be retained from the payment to the contractor ten (10) percent of each monthly progress payment. There is a provision in Section 25a of the General Conditions that after fifty (50) percent of the work has been completed, and the owner finds that satisfactory progress is being made, that the owner may make the remaining progress payments in full and not retain the ten (10) percent. At the present time, \$126,336.50 has been retained from the payments due to the contractor. This amount is in excess of ten (10) percent of fifty (50) percent of the entire contract amount and it meets the requirements set out in paragraph 25a of the General Conditions to the contract for reducing the retainage.

President Hollomon recommended that since the Regents have retained ten (10) percent of the first fifty (50) percent of the sums due to Walter Nashert & Sons, and satisfactory progress is being made on the project, that all remaining progress payments be made in full, and that if more than ten (10) percent of the first fifty (50) percent has been retained on previous progress payments, that the Regents authorize paying a portion of that amount retained to Walter Nashert so that the amount being retained is only ten (10) percent of the first fifty (50) percent due to the contractor.

Approved on motion by Regent Davies.

b. Addition to Merrick Computer Center

President Hollomon said bids were received on Tuesday of this week on the addition to Merrick Computer Center. A tabulation of the bids received is as follows:

<u>CONTRACTOR</u>	<u>BASE BID</u>	<u>ALT. #1 ADD</u>	<u>ALT. #2 DEDUCT</u>	<u>ALT. #3 DEDUCT</u>	<u>ALT. #4 ADD</u>	<u>ALT. #5 DEDUCT</u>	<u>ALT. #6 ADD</u>
Anderson & House	\$281,900	\$13,400	\$5,800	\$6,800	\$1,360	\$ 600	\$46,600
Barbour & Short Constructors Co.	254,433	15,162	5,862	6,770	1,569	334	48,940
J.J. Cook	272,200	15,150	5,710	7,140	1,190	880	51,500
Dunning Construction	268,268	15,864	6,015	7,596	737	453	50,358
George Mappes	273,835	14,000	5,700	7,100	924	383	46,100
Tankersley & Sons	271,000	12,800	5,720	6,800	760	480	45,656
J. Edwin Thomas	251,500	15,200	5,950	6,960	1,150	620	45,990
	270,323	17,600	6,000	7,800	565	1,125	48,760

July 23, 1970

10516

<u>CONTRACTOR</u>	<u>BASE BID</u>	<u>ALT. #1 ADD</u>	<u>ALT. #2 DEDUCT</u>	<u>ALT. #3 DEDUCT</u>	<u>ALT. #4 ADD</u>	<u>ALT. #5 DEDUCT</u>	<u>ALT. #6 ADD</u>
Triad							
Construction	\$259,000	\$14,750	\$5,800	\$7,120	\$1,100	\$ 715	\$46,390
Wynn							
Construction	253,705	12,361	5,981	7,334	1,200	1,000	43,839

- Alt. #1 - Use Dual Duct System in lieu of Multi-Zone System.
- Alt. #2 - Delete interior partitions and finish in areas 124 through 130.
- Alt. #3 - Delete interior partitions and finish in areas 132 through 139.
- Alt. #4 - Use cast stone between windows in lieu of Portland cement plaster.
- Alt. #5 - Use metal toilet compartments in lieu of marble.
- Alt. #6 - Revise and alter original building as outlined in Addendum No. 2.

President Hollomon recommended that the Regents award the contract to the low bidder Tankersley & Sons, Norman, on the basis of their base bid and the three deduct alternates for a total construction contract of \$237,970.

Approved on motion by Regent Davies.

c. Medical Center Central Power Plant Plans

The firm of Carnahan and Thompson have been employed by the Oklahoma University Development Authority to prepare the plans and specifications for the Central Power Plant to supply steam and chilled water to the Medical Center area. This plant will be built by the Authority if the Board and the Attorney General approve the agreement between the Authority and the Board which is also being considered at this meeting. While the Authority will build the plant, they have requested that the Board approve the plans and specifications for the Central Power Plant.

President Hollomon recommended that the Board approve the plans and specifications for the Central Power Plant for the Medical Center area, subject to the Architects and Engineers making corrections following completion of review by the University Architects, and authorize the Oklahoma University Development Authority to proceed with the plans.

Approved on motion by Regent Huffman.

d. Major Capital Improvements Program

As shown on the four pages attached, a report was presented to the Regents on major capital improvements projects now under construction and in various stages of planning on the Norman Campus and at the Medical Center. No action was required.

II. Repairs, Remodeling, and Renovation

OFFICE OF FACILITIES PLANNING
THE UNIVERSITY OF OKLAHOMA

MAJOR CAPITAL IMPROVEMENTS PROGRAM

PROGRESS REPORT, JULY, 1970

PROJECTS UNDER CONSTRUCTION

Project Number	Project	Architect	Contractor	Contract Award Date	Original Contract Amount	Current Contract Amount	Status (% complete)	Contract Completion Date
NORMAN CAMPUS								
	Physical Sciences Center	Gumerson & McCormick	Rayco Const. Co.	12/12/68	3,837,972	4,110,201	59%	11/01/70
	Power Plant Expansion	Hudgins, Thompson, Ball & Associates, Inc.	Link Cowen Const.	06/04/68	2,260,120	2,292,309	99%	03/20/70
	Fine Arts Center	Howard, Samis, Lyons	Nashert Const. Co.	03/19/69	2,218,000	2,375,348	66%	12/31/70
	Health Center	Jones, Halley, Bates, Riek	J.J. Cook Const. Co.	03/19/69	1,547,300	1,561,356	75%	01/20/71
	General Purpose Hangar	Office of Facilities Planning	Aztec Const. Co.	12/11/69	166,844	Same	70%	07/25/70
	Research and Manuf. Hangar (Interceptor)	Office of Facilities Planning	Satellite Const. Co.	(lease agreement) 07/21/69	185,000	187,000	99%	01/15/70
	Fire Alarm System (Cate Center, Adams Centers, Walker Mem. Tower)	Black, West & Wozencraft	Okla. Electrical Supply	03/24/70	72,496	Same	34%	08/30/70
	Cate Center Air-Conditioning	Carnahan & Thompson Engineers	Gordon Speciality	02/12/70	123,000	Same	43%	08/26/70
OKLAHOMA CITY CAMPUS								
	New University Hosp. Phase I	Frankfurt, Short, Emery, McKinley	Harmon Const. Co.	07/02/69	11,959,000	12,028,538	17%	07/02/72
	Clinical Lab.	Physical Plant Staff	Hugh Williams Const.	06/12/69	37,980	Same	99%	11/01/69
	Radiology Add - Self Liquidating Bonds	Afton Gille	Star Construction	11/07/69	274,471	293,211	94%	06/30/70
	Remodeling of Microbiology Facilities	Physical Plant Staff	Cooper Bros & Assoc., Inc.	05/06/70	31,895	Same	20%	09/12/70

OFFICE OF FACILITIES PLANNING
THE UNIVERSITY OF OKLAHOMA

MAJOR CAPITAL IMPROVEMENTS PROGRAM

PROGRESS REPORT, JULY, 1970

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							
	Electrical Service for Wind Tunnel (Aerospace & Mech. Engineering School)	Office of Facilities Planning Benaham, Blair & Assoc., Engrs.		15,000	Regents has approved plans and authorized receiving bids. Bids have been received and are presented at this meeting for consideration.		
	Athletic Dormitory	Coleman, Ervin, & Assoc.	L 10/16/67	850,000	Plans approved - project dormant because of lack of funding.		
	Swimming Pool	Fritzler, Knoblock, Furry	C 03/02/69	348,101	Scope of project has been revised to include a diving tank with bathhouse being reduced in size and cost. Architects are proceeding with development of construction documents. These are scheduled for completion in mid-August.		
	Physical Education/ Recreation Center	Reid & Heep	L 10/15/66	4,965,000	Until final decision is made on whether or not to proceed with the University Arena, programming and design development on this project remain dormant.		
	University Arena	Sorey, Hill, Binnicker	L 05/05/66	6,000,000	Preliminary drawings have been accepted and construction documents will be prepared as soon as funding for the project has been completed. Hellmuth, Obata, Kassabaum has been selected as consultant to develop a feasibility study in light of continuing cost escalation and status of bond market.		
	Student Activities Center	Noftsgger & Lawrence	L 07/22/68	undetermined	Decision regarding implementation of this project rests with final decision of the future of the Physical Education /Recreation Center. The Use Planning Committee has been reconstituted, but programming is not proceeding at this time.		
	Undergraduate Library	Shaw & Shaw	L 02/08/66	4,634,000	Implementation of this project is contingent on allocation of funds from the current State Building Bond Issue, 1968.		
	Aero Commander	Hudgins, Thompson, Ball	L 12/12/68	1,567,112	Project has been postponed indefinitely. Business conditions at this time do not permit North American Rockwell to proceed with implementation of this project.		
	Merrick Computing Center	Reynolds and Morrison	C 06/12/69	250,000	Plans and specifications were approved at June meeting and architects were authorized to receive bids. Bids have been received and are presented at this meeting for consideration.		

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)							
	Severe Storms Lab	Otha Wolf	L 10/12/67	550,000	Pre-lease agreement has been executed and revised. The Office of Facilities Planning recommends termination of the agreement with Mr. Wolf due to his being relocated at Honolulu, Hawaii, and a new architect be selected to continue this project.		
	Law School	Whiteside, Schultz & Chadsey	L 02/08/66	3,709,000	Law Center Commission has completed the academic program and a Use Planning Committee is being formulated to develop a written design program with staff assistance from the Office of Facilities Planning. Programming will begin upon arrival of new Law Dean. It is anticipated that previously developed schematic planning will be completely re-done.		
	Life Sciences Center	McCune, McCune & Associates	L 02/08/66	2,780,000	Project is dormant in anticipation of funding decisions by the Higher Regents. A Use Planning Committee has been established and the work which has been executed on this project will be reviewed prior to further design development.		
OKLAHOMA CITY CAMPUS							
	Student Housing - Self Liquidating Bonds	Murray, Jones, Murray	L 03/15/68	5,521,000	Appraisals have been made and approximately five parcels of land have been purchased - other still in negotiations. Status of Bond Market is delaying financing of the project.		
	Health Science Library and Learning Resources Center (New Library - Computer Bldg)	Sorey, Hill, Binnicker	L 02/24/70	4,614,729	An application was submitted to the U.S. Public Health Service on June 30. Schematic plans are undergoing review.		
	Central Power Plant	Carnahan and Thompson, Engr. Turnbull & Mills, Inc., Archs.	L 07/24/69	undetermined	The Engineers and Architects for this project have submitted schematic drawings for review and have completed approximately 95% of the work of final technical drawings. It is anticipated that the project will be financed through revenue bonds.		
	School of Health	Murray, Jones, Murray	L 05/23/69	10,000,000	A grant application to the U.S. Public Health Service has been approved subject to the availability of funds. Schematic plans are undergoing review. An award of funds is expected later in the summer.		

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.
OKLAHOMA CITY CAMPUS (continued)							
	Biomedical Sciences Bldg. (Faculty Facilities)	Wright & Selby	L 05/23/69	11,500,000	An application was submitted to the U.S. Public Health Service on June 30. Schematic plans are undergoing review.		
	Remodeling of Medical School Building	Noftsgar, Lawrence, Lawrence & Flesher	L 02/24/70	400,000	Preliminary programming is in progress. Architects have recently been appointed by Regents.		
	Pathology Hospital Unit	Frankfurt, Short, Emery & McKinley	L 02/24/70	700,000	Further progress on the project is awaiting completion of a contract for architectural services.		
	Dental Addition to Basic Science Education Building (Dental Educational Building)	Frankfurt, Short, Emery & McKinley	L 02/24/70	1,700,000	An application was submitted to the U.S. Public Health Service on June 30. Schematic plans are undergoing review.		
	Dental School and Clinical Facilities (Dental Clinics and Clinical Faculty Facilities)	McCune and McCune	L 02/24/70	11,770,000	Design program has been substantially completed. Architects are working of schematic design. Work is proceeding on a Federal grant application.		

July 23, 1970

10517

a. University Wind Tunnel

A tabulation of the bids received on wind tunnel electrical service is as follows:

<u>Bidder</u>	<u>Base Proposal</u>	<u>Alternate No. 1 Deduct</u>	<u>Alternate No. 2 Add</u>
Belco Incorporated	\$18,792.00	\$2,018.00	\$2,900.00
Oklahoma Elec. Sup	20,488.00	2,640.00	1,191.00
Shawver & Sons, Inc.	24,240.00	1,900.00	3,600.00
Thompson Electrical	17,980.00	2,475.00	2,000.00

President Hollomon recommended awarding the contract to Thompson Electrical in the amount of \$17,980.00, the lowest base bid.

Funds are available as follows:

\$12,600	-	426	406
3,000	-	917	501
2,380	-	426	400

Approved on motion by Regent Davies.

b. Cate Center Air Conditioning

The following change order has been proposed for the Cate Center Air Conditioning project:

Proper furring-in of all exposed piping serving the fan coil units in each room	ADD	\$6,061.20
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Funds are available in the construction account, 327 219, which was established from the 1957 Housing System Revenue Bond reserve account, to cover the cost of this change.

President Hollomon recommended that the Regents approve the change order which will add \$6,061.20 to the construction contract covering the air conditioning of one dormitory in Cate Center.

Approved on motion by Regent Lollar.

III. Architects

a. National Severe Storms Laboratory

Since his selection as architect for this project Mr. Otha Wolf has left Oklahoma City and now resides and is pursuing his practice of architecture

July 23, 1970

10518

in Honolulu, Hawaii. Because of the relatively small size of this project (\$500,000 Project Budget) it is not advisable to work with an architect over this long distance.

President Hollomon recommended that the Regents rescind the Letter of Intent of Otha Wolf and that the Regents' Facilities Planning Committee recommend a new architect for this project.

Mr. Santee stated the Regents' Facilities Planning Committee has reviewed this matter and concurs in the recommendation that Mr. Otha Wolf's letter of intent be rescinded and further recommends that Shaw and Shaw, Oklahoma City, be appointed architects to complete this project. Actually, since this project is being financed by the OU Development Authority, the appointment of an architect is subject to their confirmation.

Mr. Santee moved approval of both recommendations. Approved.

b. Landscape Architect - Student Health Center

Pursuant to the 1969 Long Range Development plan for the Norman Campus it is recommended that a landscape architect be selected to design the initial phase of the proposed campus landscaping plan. It is recommended further that the landscape architect be under direct contractual agreement with the University of Oklahoma rather than working through the project architect. It is proposed that the landscape architect design a scheme with a landscape construction cost of no more than \$7,300, to be constructed by the University's Physical Plant Department. Architect's reimbursement would be at the rate of \$25.00 per hour for principal's time and 2 1/2 time hourly wage rates for drafting and secretarial assistance.

Total fee payments will not exceed \$700.00 and funds are available in the construction account to cover this cost.

President Hollomon recommended that a landscape architect be selected for the new Student Health Center in accordance with the proposal stated above.

Regent Santee said the Facilities Planning Committee recommends the appointment of Tom Roberts, Oklahoma City, in accordance with the terms stated above.

Approved on motion by Regent Huffman.

c. Landscape Architect - Fine Arts Center

Pursuant to the 1969 Long Range Development Plan for the Norman Campus it is recommended that a landscape architect be selected to design the initial phase of the proposed campus landscaping plan. It is recommended further that

July 23, 1970

10519

the landscape architect be under direct contractual agreement with the University of Oklahoma rather than working through the project architect. It is a landscape construction cost of no more than \$15,000 to be constructed by the University's Physical Plant Department. Architect's reimbursement would be at the rate of \$25.00 per hour for principal's time and 2 1/2 times hourly wage rates for drafting and secretarial assistance.

Total fee payments will not exceed \$1,400.00 and funds are available in the construction account to cover the cost.

President Hollomon recommended that a landscape architect be selected for the Fine Arts Center Project in accordance with the proposal stated above.

Regent Santee said the Facilities Planning Committee recommends the appointment of Tom Roberts, Oklahoma City, in accordance with the terms stated above.

Approved on motion by Regent Santee.

d. Consultant - University Arena

President Hollomon requested permission to add to the agenda an item pertaining to employment of a consultant on the University Arena.

The Regents unanimously agreed to consider the matter at this meeting.

At the June meeting the Regents agreed to employ the firm of Hellmuth, Obata & Kassabaum, Inc., St. Louis, to serve as consultants on the University Arena with the Facilities Planning Committee authorized to negotiate the fee. President Hollomon stated a proposal has now been received from the firm. He recommended the matter be referred to the Facilities Planning Committee for final action subject to assurance from the architects on this project that they are willing to cooperate with a consultant. The consultant fee will be separate from the architectural fee and funds are available in the student building fee account to cover the consultant fee.

The President's recommendation was approved on motion by Regent Lockard.

IV. Contracts and Agreements

a. Parking Facilities at Medical Center

President Hollomon said a proposal has been made by the Medical Center that the Regents enter into an agreement with the Central Oklahoma Transportation and Parking Authority to provide parking at the Medical Center. Since the agreement is not yet in final form and Dr. Dennis has indicated there is some urgency to the matter, President Hollomon recommended that the Regents authorize

July 23, 1970

10520

and direct the Medical Center Committee of the Board to act for the Regents when the agreement is finalized.

Approved on motion by Regent Lockard.

b. Laundry and Dry Cleaning Services

An invitation to bid was circulated to 17 laundry and dry cleaning firms in the Norman area to provide a laundry and dry cleaning pick-up and delivery service for students on a concession basis in certain facilities on the Norman Campus for a one-year period. The basis of the bid was a monthly fee to be paid to the University for the use of four small rooms in residential housing areas and a two-bedroom apartment in Yorkshire Apartments.

Only one bid was received from Clark Campus Cleaners & Laundry, Inc., 730 Asp, Norman, as follows:

\$150 per month - residential housing areas
\$170 per month - Yorkshire Apartments

President Hollomon recommended that the Regents award the contract to Clark Campus Cleaners & Laundry, Inc. in accordance with the bid submitted for the period August 1, 1970 through July 31, 1971, with each party having the option to renew the agreement for four additional one-year terms. If either party declines to exercise the option, the agreement will terminate at the end of the original term or any extension previously agreed to by the parties. The agreement may be terminated by the Regents on 30 days written notice if the contractor violates any of the terms of the agreement.

Approved on motion by Regent Davies.

c. Artificial Turf Contract

At the May meeting (p. 10338) the Regents agreed to accept a gift from the Touchdown Club in the amount of \$250,000 to cover the cost of an artificial turf for Owen Field. The gift was to be in five equal payments, approximately \$50,000 per year. 3M Company Tartan Turf was selected as the best product and the 3M Company has tentatively agreed on a contract covering the installation of the turf. The price agreed upon is \$221,608. It is to be paid 20% upon the installation and acceptance of the Tartan Turf and the remaining balance to be paid in four equal annual payments plus interest on the unpaid balance at the rate of 5% per annum. The contract contains other general protective clauses for the University and 3M agrees to have the turf installed by August 15. The contract specifically provides that the sums due are to be paid only from money given to the Regents by the Touchdown Club and are not a general obligation of the Regents or a general indebtedness of the State of Oklahoma.

By telephone poll on July 20, all members of the Board approved this contract and authorized execution.

July 23, 1970

10521

President Hollomon recommended the Regents ratify the action taken by telephone on July 20 approving the contract with 3M Company for furnishing and installing Tartan Turf on Owen Field.

Approved on motion by Regent Lockard.

d. Vending Machine Agreement

An invitation to bid was circulated to 13 firms covering the exclusive right to install and operate coin-operated cup and can cold drink machines on the Norman Campus of the University for a period of one year with an option to renew for four additional one-year terms.

One one bid was received from Oklahoma Coca-Cola Bottling Company as follows:

Percentage of gross sales to the University - 30% on cup cold drinks
18% on can cold drinks

President Hollomon recommended that the Regents accept the bid submitted by the Oklahoma Coca-Cola Bottling Company as stated above for the period August 1, 1970 through July 31, 1971, with each party having the option to renew the agreement for four additional one-year terms. If either party declines to exercise the option, the agreement will terminate at the end of the original term or any extension previously agreed to by the parties. In the event the vendor violates any of the terms of the agreement, the Regents will have the right to terminate the agreement on 30 days written notice.

Approved on motion by Regent Santee. Regent Calvert asked that the record show that he abstained from voting on this motion.

e. Cooperation Agreement - Oklahoma Health Sciences Foundation and the Oklahoma City Urban Renewal Authority

It has been proposed that the Board ratify as a participating entity a cooperation agreement entered into by the Oklahoma Health Sciences Foundation, Inc. and the Oklahoma City Urban Renewal Authority. The purpose of this cooperation agreement is to enable the Urban Renewal Authority to receive additional funds and to proceed with the program for the amended Medical Center Urban Renewal project. This document has not been ratified by the Board of the Oklahoma Health Sciences Foundation and so it is not in final form and no recommendation can be made for the Regents to enter into the agreement as a participating entity at this time.

President Hollomon recommended that the Regents authorize and direct the Medical Center Committee of the Board to act for the Board when the cooperation agreement is finalized.

Approved on motion by Regent Santee

f. Agreement for Purchase of Heating and Cooling Services

At the last meeting the Board approved in principal the plan whereby the Regents would lease land to the Oklahoma University Development Authority on which the Authority would construct a steam and chilled water utility plant. In turn, the Regents would enter into an agreement with the Authority to purchase steam and chilled water for central heating and cooling the buildings of the Medical Center.

The only provision in the agreement that raises a legal question is the following:

The Regents hereby agree to purchase from the Authority and the Authority hereby agrees to furnish, all steam, chilled water and other services required to provide the central heating and cooling for the buildings of the University of Oklahoma Medical Center Campus in Oklahoma City for a period of thirty-one years and six months (31 years, 6 months) from the date of this Agreement. This Agreement may be terminated by the Regents upon not less than one year's written notice only when the Authority does not provide satisfactory heating and cooling service to the buildings comprising the Oklahoma University Medical Center Campus. During the year after which notice is given, the Authority shall have the right to correct their service and if it is corrected or substantial action to promptly correct the deficiencies has been initiated before the expiration of the period, then this Agreement shall continue. "Satisfactory Service" as used herein shall mean the provision of heating and cooling services sufficient in quantity to meet the needs of the buildings existing or under construction on the University of Oklahoma Medical Center Campus as of October 1, 1970. The Regents hereby agree to cooperate in all ways necessary to assist the Authority in furnishing satisfactory service.

The Regents hereby agree to pay, from legally available revenues, for said heating and cooling services, rates and charges to be determined by the Authority and reviewed by the Authority according to other provisions herein. Such rates, when so fixed, plus revenues derived from other sources, shall produce sufficient revenue (1) to provide in any year, revenues equal to 125% of the annual principal and interest requirements on these Bonds and any indebtedness of the Authority payable from the gross revenues of the Facilities which is necessarily incurred in order to provide satisfactory service as hereinbefore defined, (2) to meet reserve requirements on these Bonds and any indebtedness of the Authority payable from the gross revenues of the Facilities which is necessarily incurred in order to provide satisfactory service as hereinabove defined,

and (3) to pay the operation and maintenance expenses of the Authority related to the Facilities.

Because this provision is unusual in character, a request has been made to the Attorney General for an opinion on the legality of the entire agreement. An opinion has not been received at this time. A copy of the entire agreement was included with the agenda for this meeting.

President Hollomon recommended that the Regents approve the agreement in form between the Board and the Oklahoma University Development Authority for the supplying of heating and cooling services to the University of Oklahoma Medical Center from a plant to be constructed by O.U.D.A. subject to obtaining a ruling from the Attorney General of the State of Oklahoma that such an agreement is proper.

Approved on motion by Regent Santee.

V. University Property

a. Purchase of Medical Center Central Power Plant Site

The Urban Renewal Authority has acquired title to the following described real property in the Medical Center Urban Renewal area, to-wit:

All in Block 21, Oak Park Addition to Oklahoma City

Lots 6 and 7	Lots 25 and 26
Lots 10 and 11	Lots 27 and 28
Lots 12 and 13	Lots 33 and 34
Lots 14, 15 and 16	Lots 34 and 38
Lots 21 thru 24	Lots 39 and 40

which the University proposes to use as a power plant site. The Urban Renewal Authority proposes to sell this property to the University for \$18,276.30 or \$.21 per square foot.

President Hollomon recommended that the Regents enter into a contract to purchase the above described real property from the Urban Renewal Authority for \$18,276.30 or \$.21 per square foot.

The source of funds is the 1968 bond issue (HERO).

Approved on motion by Regent Santee.

VIII. Leases and Easements

a. Lease of Medical Center Central Power Plant Site

July 23, 1970

10524

The Board is presently in the process of acquiring Block 21 of Oak Park Addition (amended plat) in Oklahoma City for the site for the Central Power Plant (new steam and chilled water plant). Part of this block is being acquired from the Urban Renewal Authority and negotiations are presently underway to acquire that part. Part of the land is being purchased from individual owners, and the remaining portion will be condemned through legal action. The negotiations to complete the purchase on all of that to be acquired from individual owners is presently in process. Condemnation cases have, or will be, filed on all other properties.

It is necessary that after acquiring this property that it be leased to the Oklahoma University Development Authority as the site for them to construct the Central Power Plant Facility. In addition, the Regents will agree to provide the necessary easements in order that the steam and chilled water can be transported to the Medical Center buildings. The lease will provide that the Regents will lease the land to the Oklahoma University Development Authority for the sum of \$1,200.00 per annum for a term of 31 years 6 months. Upon the completion of the primary term, the land together with all improvements located thereon shall be returned to the Regents and title to all improvements on the land shall be vested in the Regents. The Authority shall be responsible for maintaining adequate insurance on any facilities which they build upon the property and shall agree to maintain public liability insurance and to hold the Board harmless from any and all damages arising out of the operation of the Central Power Plant Facility.

President Hollomon recommended that the Board authorize its officers to enter into a lease agreement with the Oklahoma University Development Authority under which the Board would lease to the Authority Block 21 of Oak Park Addition (amended plat) to Oklahoma City, Oklahoma for a term of 31 years 6 months at an annual rental of \$1,200.00 per year and subject to the terms and conditions outlined above and subject to the approval of the legal counsel of the University.

Approved on motion by Regent Santee.

b. Office Space - Oklahoma Medical Research Foundation Building

The University of Oklahoma Medical Research Foundation has under construction a new office building located at the corner of N.E. 15th and Phillips Avenue in Oklahoma City. Due to the development of new programs at the Medical Center, the recruitment of new deans and other administrative personnel, and the impending demolition of certain University buildings near the campus which are now occupied by Medical Center activities, more space is needed by the Medical Center than can be provided in existing University buildings. The Executive Vice President for the Medical Center has requested that the Regents rent 12,975 square feet of office space in the new Medical Research Foundation Building. 3,500 square feet of this space would be used by the Executive Vice President and by the Director of Finance. The additional 9,457 square feet would be used by alumni relations, public relations, the personnel

department and the Medical Illustrations and Print Shop. The cost of the space to be rented is \$5.50 per square foot per annum; however, for the 3,500 feet of floor space rented to the Regents for the Offices of the Executive Vice President and Director of Finance, the Oklahoma Medical Research Foundation will contribute one half of the cost for the space so that this space will cost \$2.75 per square foot per annum or \$9,625.00 per annum. The remaining 9,457 square feet at a rental rate of \$5.50 per square foot per annum would cost \$52,013.50 per annum. Under the proposed agreement, the Oklahoma Medical Research Foundation will provide all utilities, maintenance and janitorial services; however, the actual lease agreements for the tenants of the building have not been prepared.

President Hollomon recommended that the Regents lease from the Oklahoma Medical Research Foundation 12,975 square feet of office space for the rental set out above subject to approval by the legal counsel of the final lease agreement and that the Regents authorize the officers of the board to execute the appropriate agreements.

Attention was called to the fact that funds are available in the 1970-71 Medical Center Budget to cover the rental of this space.

Approved on motion by Regent Lockard.

c. Lease - North American Rockwell Corporation

For a number of years North American Rockwell Corporation or its predecessor has leased a portion of Hangar Building 301 on the north campus of the University. Their lease expires on July 31, 1970. Aero Commander has requested that this lease agreement be renewed. Under the lease agreement, we would provide 45,644 square feet of building space, 75,000 square feet of paved parking for automobiles and aircraft and 55,000 square feet of grass parking. The rental rate would be substantially increased and Aero Commander would pay per annum the sum of \$33,336.40 for all space provided under the lease. The University would provide, under the terms of the agreement, ordinary garbage and trash disposal, usual sewage disposal and police and fire protection provided for other University buildings, and water within the base rental. Water for use in the testing tanks of the company and gas and electricity used by the company would be billed separately by the University and would be paid for in addition to the base rental rate.

Aero Commander has also requested that in addition to the one-year term, which it is requesting, that it be given the option to renew the lease agreement for four (4) successive additional terms.

President Hollomon recommended that the Regents lease to North American Rockwell Corporation-Aero Commander Division the space outlined above in Hangar Building 301 and adjacent thereto for a term of one year from August 1, 1970 to July 31, 1971 with the option of the Lessee to renew for four (4) successive one-year terms at a rental of \$33,336.40 per annum. The lease agreement is subject to the approval of the Federal Aviation Administration.

The lease agreement has been examined by the legal counsel for the University, and he has advised the President that it is a proper lease for the Regents to enter into.

Approved on motion by Regent Davies.

d. Sequential Multiple Analyzer

The Clinical Laboratories of the University Hospital are in need of a sequential multiple analyzer. This device is for the automated sequential analysis of unmeasured individual serum samples of twelve (12) biochemical procedures. A technicon SMA 12/60 auto-analyzer system can be custom designed to provide the required services. Such a system would cost \$66,700.00. The University Medical Center does not have sufficient funds on hand in the present budget to purchase this analyzer system. The University of Oklahoma Foundation has agreed to purchase the system and to rent it to the University for one year with options by the University to renew the contract for four (4) additional one-year terms. The monthly rental rate for the analyzer system would be \$845.00. This amount has been provided for in the 1970-71 budget.

President Hollomon recommended that the Regents enter into a lease agreement with the University of Oklahoma Foundation for the lease of a technicon SMA 12/60 auto-analyzer system for a term of one year at a monthly rental rate of \$845.00 on condition that the Regents may renew the contract for four (4) additional one-year terms. The rental fees will be paid out of the Clinical Laboratories Operations Budget, Page 165, Medical Center Budget.

Approved on motion by Regent Huffman.

e. North Campus Leases

President Hollomon reported the following one-year leases have been signed for space on the North Campus:

<u>Lessee</u>	<u>Building</u>	<u>Monthly Rent</u>
Interceptor, Inc.	402	\$ 77.10
University Engineering Corp.	802	235.00
Metro Data, Inc.	1001	135.45
Stanley Van Schuyvar	1202	50.00
Oklahoma Economic Develop- ment Foundation, Inc.	1001	318.75
Haskell Olivo	911	135.00
Gerald Ragozzino	909	125.00

No action was required.

f. South Campus Leases

In September, 1968, (p. 9519) the Regents delegated authority to the President of the University to sign leases for rooms, buildings, and small tracts of land on the North Campus with the understanding that he could then assign this duty to the appropriate Vice President of the University or other officer. It was also understood that any major lease of land for the purpose of constructing a new building or for the exploration for oil or gas would still be brought to the Regents for consideration.

It now seems appropriate to give the President of the University the same authority to execute leases for rooms, buildings, and small tracts of land on the South Campus of the University.

President Hollomon recommended that the Regents delegate to the President of the University the authority to enter into leases for the rental of land, buildings, or portions of buildings on the South Campus of the University under the conditions set forth above and that the President be given authority to delegate this authority to other officers of the University. The Regents will be informed of any leases signed.

If this action is approved, it is appropriate at this time to report two leases for buildings on the South Campus:

<u>Lessee</u>	<u>Building</u>	<u>Monthly Rent</u>
Bill Pearson	260A	\$200
John Hadley	260B	\$150

Approved on motion by Regent Santee.

g. Couch Center - Additional Post Office Department Lease

At the present time the United States Post Office Department is leasing from the University five and one-half floors of the South Tower of Couch Center. On July 13, 1970 the University received a letter from the Post Office Department requesting that the University lease an additional two and one-quarter floors of that tower. The Department wishes to lease the 5th and 6th floors and the Southwest wing of the 1st floor. The term of the agreement would run from the 1st day of August, 1970 to the 30th day of November, 1972. This latter date coincides with the termination date of the other lease agreements on Couch Center. The Post Office also requests the same options to renew as are contained in the earlier lease. The rental will be at the same rate that the other space is being leased to the Post Office Department. The other terms and conditions of the agreement will be the same as the existing leases where appropriate. In addition a separate maid and custodial service agreement will be entered into at a later date but the conditions of this agreement have not been determined at this time.

July 23, 1970

10528

President Hollomon recommended that the Regents lease to the United States Post Office Department an additional two and one-quarter floors of the South Tower of Couch Center under the terms set out above and authorize the officers of the Board to execute all necessary leases.

After a discussion of the desirability of leasing this additional housing space for such a long period of time and the feasibility of the options to renew the lease being mutually agreeable, President Hollomon suggested that his recommendation be changed so that approval of the lease is subject to negotiations with the Post Office Department so that the options to renew the lease are subject to approval by both parties.

The recommendation as amended was approved on motion by Regent Lockard.

h. Lease - National Maintenance Training Center

In January of 1969, the Regents agreed with the United States Post Office Department to build a building on the South Campus for the purpose of operating a National Technical Training Center. That building was to be located on the South Campus east of Jenkins Avenue and north of Chesapeake Avenue. The building has been constructed under an agreement between the University and the Oklahoma University Development Authority and is now ready for occupancy by the United States Post Office Department. The name of the project has been changed by the Post Office Department from the National Technical Training Center to the National Maintenance Training Center and that is shown in the lease agreement.

The primary term of this agreement is for three (3) years beginning on the 7th day of May, 1970. They will pay an annual rental for site services, utilities and administrative costs of \$26,724.96. In addition, the Post Office Department will pay per annum an additional rental of 37 33/100% of the cost of construction, insurance, cost of financing, administration, legal, architectural and engineering fees, incidental to construction. The 37 33/100% due annually has been determined to be \$153,622.78. These two payments are to be made in equal monthly installments due at the end of each calendar month. Because the land was given to the University by the United States Government, there is no rental on the land space leased under this agreement. The rentals due from the government to the University are actually only a payment or reimbursement for cost incurred by the University in the building and operating of this facility.

In addition to the primary term of three (3) years, the government has the privilege of eight (8) renewal options of one year each. If the lease is renewed by the government, it will be under the same terms and conditions as the basic lease except that the University will only receive the rental payment for site services, utilities and administrative costs of \$26,724.96. Because the building would be paid for during the three-year primary term, no additional sums are due to reimburse the University for the cost of the building.

President Hollomon recommended that the Regents execute the lease agreement under the terms and conditions outlined above with the United States Government for the operation of a National Maintenance Training Center.

Approved on motion by Regent Huffman.

IX. Housing Facilities

a. Transfer of Surplus Revenue

President Hollomon said the Vice President for the University Community has requested that \$125,000.00 be transferred from the 1963 Housing Bond System to the 1957 Housing Bond System for improving and repairing the 1957 System. This matter was referred to the legal counsel. He advised that the transfer could be made if all of the requirements of the 1963, 1964, and 1966 Housing Bond Systems were met. This included the payment of current expenses for the year, the payment to the principal and interest sinking fund account, the payment to the reserve account and the payment to the repair and renovation reserve account.

The legal counsel also discussed this matter with Mr. George Fagin, Bond Counsel for the Regents, and he has advised Mr. Swank that he concurs with his opinion. This matter was then forwarded to Mr. William H. Jordan, Internal Auditor and he has advised that all necessary payments have been made to the 1963, 1964 and 1966 Housing Bond Systems. A copy of the opinion of Mr. Swank and a copy of a memorandum from Mr. Jordan were included in the agenda for this meeting.

President Hollomon recommended that the Board of Regents transfer from the 1963 Housing Bond System to the 1957 Housing Bond System the sum of \$125,000.00 to be used for improvements and repairs of the 1957 Housing Bond System.

There was a discussion of the repairs that would be made with the funds transferred. Regent Calvert suggested that the Facilities Planning Committee be authorized to act for the Board on this transfer pending receipt of a detailed breakdown of the repairs that will be made.

Regent Lockard moved that a detailed breakdown of the improvements and repairs to be made to the 1957 Housing Bond System be provided to the Regents' Facilities Planning Committee and that the Committee be authorized by the Board to approve the transfer of \$125,000 from the 1963 Housing Bond System to the 1957 Housing Bond System if the list of repairs meets their approval. Approved.

G. University Projects

I. Investments

July 23, 1970

10530

The following described notes represent an investment of E.A. Walker Funds committed to partial payment on construction of the Physical Sciences Building and the Fine Arts Building:

Oklahoma First Bancorporation, Inc. note #1085 in the amount of \$158,235.00 for the Fine Arts Building, maturing July 17, 1970

note #1086 in the amount of \$242,648.00 for the Physical Science Building, maturing July 17, 1970.

On July 17, 1970, the Trust Officer of the University, re-invested the above funds in First Oklahoma Bancorporation, Inc. notes at 7½% interest, except for \$115,000 which was paid in cash to the State Treasurer to meet current building costs on construction of the Fine Arts Building.

On June 29, 1970, \$75,000 Liberty National Corporation note matured and was re-invested in First Oklahoma Bancorporation note at 7-3/4% maturing December 28, 1970.

On June 30, 1970 the following amounts were invested in 30-day Certificate of Deposits at 5%:

Noble Auxiliary Flying Field Sales Account -	\$50,000.00
Pooled Funds Principal Cash	12,525.80
Murray Case Sells Foundation	8,811.86

President Hollomon recommended approval of the above described action.

Approved on motion by Regent Davies.

The meeting recessed at 1:10 p.m. for luncheon in the Oklahoma Memorial Union.

The meeting reconvened at 2:30 p.m. in Executive Session.

The Regents reconvened in public session at 4:45 p.m.

Regent Huffman moved acceptance of the resignation of Dr. J. Herbert Hollomon as President of the University as of September 1, 1970. The motion was approved.

Regent Santee moved that Dr. Pete Kyle McCarter be appointed Acting President of the University effective September 1, 1970. The motion was unanimously approved.

Mr. Calvert then made the following statement:

July 23, 1970

10531

"Dr. Hollomon's resignation this morning was a surprise to the members of the University of Oklahoma Board of Regents. It was very obvious that the decision was made with a great deal of thought and personal anguish.

"The Board has accepted Dr. Hollomon's resignation as of September 1, 1970, and his recommendation to appoint Dr. Pete Kyle McCarter as acting President as of that date.

"Throughout the years that we have served as members of the OU Board of Regents, the University has had academic freedom, and we feel it has been a very open place for the expression of ideas. This philosophy of openness has been one of the basic tenets of the University for many years. Dr. Hollomon's strong convictions regarding student, faculty and employee participation in the issues which affect the University will continue to influence the members of the Board of Regents.

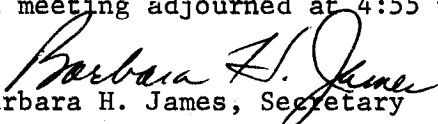
"Speaking for the entire Board, I can assure you, as evidenced by the June Regents' meeting, that this Board has not and will not be influenced by political pressures of any nature, either from inside or outside the University.

"A search committee for a new president will be formed and announced as soon as possible. The committee will include members of the entire University community.

"As Dr. Hollomon requested, the Board of Regents will have a special meeting in August. Due to the many conflicts caused by previous commitments on the part of members of the Board, we have not yet set a firm date for the meeting.

"We understand the concern of the University community--students, faculty, employees, alumni and other citizens of the state. As the regents of this institution, we will continue working to build a better University, and we hope that all in the community will join us in this endeavor."

There being no further business the meeting adjourned at 4:55 p.m.


Barbara H. James, Secretary

Others present at all or part of the meeting:

Marty Curtis, Office of Public Information
W. R. Campbell, University Architect
Bill Moffitt, Student President
Joe Lunn, Chairman of Student Congress
Kathy Bishop, Norman Transcript
Connie Ruggles, Sooner Magazine

July 23, 1970

10532

Bill Boren, WNAD
Mike Salem, WNAD
Bo Nance, WKY Radio
Ralph Marsh, Associated Press
Paul Cartledge, Tulsa World
Winson Ridenhower, Tulsa Tribune
Ann Eskridge, KOCO-TV
Lin Sasanrat, WKY-TV
Jim Bruce, Oklahoma Journal
Rone Tempest, Oklahoma City Times
Joe Foote, KTOK
Don Harrall, Oklahoma Daily
Mike Seney, Oklahoma Daily
Mary Lyle Weeks, Public Information Office

APPENDIX A

ARCHITECTURAL CONTRACT

This Agreement made this _____ day of _____ 19 _____,
by and between the Regents of the University of Oklahoma, an agency of
the State of Oklahoma, a body corporate, hereinafter referred to as OWNER
and _____,
hereinafter referred to
as ARCHITECT.

WITNESSETH:

WHEREAS the OWNER intends to erect at the University of Oklahoma
in _____, Oklahoma, a _____
which shall hereinafter be called the
PROJECT.

NOW THEREFORE, the OWNER and the ARCHITECT for the considerations
hereinafter named agree as follows:

The ARCHITECT agrees to perform for the above named PROJECT all
of the professional services hereinafter set forth.

The OWNER agrees to pay the ARCHITECT as compensation for his
Basic Services _____ (_____%) of
the construction cost of the PROJECT which cost shall be the lowest and
best bid price for the construction of the PROJECT which is accepted by
the OWNER, hereinafter referred to as the Basic Rate, the PROJECT to be
let under a single lump sum contract.

- a. For Extra Services as defined hereinafter, the OWNER agrees
to pay the ARCHITECT _____ (_____) times the Direct Personnel Expense as defined hereinafter
plus principles' time at \$ _____ per hour.
- b. For Reimbursable Expenses as defined hereinafter, the
OWNER agrees to pay the ARCHITECT actual amounts expended
which amounts can be certified by paid receipts, cancelled
checks or such other forms of proof of payment.

The ARCHITECT will receive no fee on any cost in excess of the
amount shown herein as the total Construction Cost unless the physical
scope of the PROJECT is enlarged by the OWNER, in which case the fee and
the rate will be adjusted to the new total construction cost.

The parties hereto further agree to the following conditions:

A. THE BASIC SERVICES OF THE ARCHITECT

The ARCHITECT'S Basic Services consist of the four phases
described below and include normal structural, mechanical, and electrical
engineering services. The ARCHITECT agrees that all plans, specifications,
detailed drawings, construction inspection, and related work for engineering
services pertaining to heating, ventilation, refrigeration, power service,

or other special mechanical or structural work shall be done by his own organization, by men regularly engaged and particularly qualified by training and experience to do this work, or agrees to obtain without cost to the OWNER, and subject to the approval of the OWNER, the services of a Registered Professional Engineer. The Contract between the ARCHITECT and Engineer shall bind the Engineer to terms and responsibilities substantially as set forth herein regarding design and inspection services. Copies of this agreement shall be furnished to the OWNER. All drawings prepared by said Engineers shall be stamped with licensing seals of the Engineers doing such work.

1. Schematic Design Phase

- (a) The ARCHITECT shall consult with the OWNER to ascertain the requirements of the PROJECT and shall confirm such requirements to the OWNER.
- (b) The ARCHITECT shall prepare Schematic Design Studies consisting of drawings and other descriptive documents illustrating the scale and relationship of PROJECT components for approval by the OWNER.
- (c) The ARCHITECT shall submit to the OWNER a Statement of Probable Construction Cost based on current area, volume or other unit costs.

2. Design Development Phase

- (a) The ARCHITECT shall prepare from the approved Schematic Design Studies, for further approval by the OWNER, the Design Development Documents consisting of plans, elevations and other drawings, and outline specifications, to fix and illustrate the size and character of the entire PROJECT in its essentials as to type of structure, kinds of materials, both exterior and interior, proposed color selections, mechanical and electrical systems, fixed equipment and such other work as may be required.
- (b) When required, the ARCHITECT shall cooperate with, and assist the OWNER in the preparation of Federal grant applications by supplying the required number of sets of drawings, outline specifications, cost estimates and time schedules developed according to the granting agency requirements, and by supplying any information about the PROJECT necessary to the application. In the event subsequent revisions are required by the granting agency, the ARCHITECT shall revise his drawings accordingly, and shall assist in any way necessary to expedite completion and approval of the application.

- (c) He shall submit to the OWNER a further Statement of Probable Construction Cost, revised to recognize current changes to, and refinements in, the design scheme.

3. Construction Documents Phase

- (a) The ARCHITECT shall prepare from the approved Design Development Documents, for further approval by the OWNER, Working Drawings and Specifications setting forth in detail descriptions of the work to be done, and the materials, workmanship, finished, and equipment required for the architectural, structural, mechanical, electrical, service-connected equipment, and site work, and the necessary bidding information, General Conditions of the Contract, and shall prepare and furnish bid forms and other forms of contracts for the furnishing of materials or performance of labor which may be necessary for the construction of the PROJECT.
- (b) Inasmuch as a fixed limit of Construction Cost is stated hereinafter it shall be the responsibility of the ARCHITECT to cause to be prepared, during the latter stages of the Construction Documents Phase, an estimate of Construction Costs in a semi-detailed form by an experienced cost estimator, and the ARCHITECT immediately shall inform the OWNER of any adjustments to previous statements of the probable Construction Cost indicated by changes in scope, requirements or market conditions in order that necessary changes may be made prior to completion of the Construction Documents.
- (c) At that point in the development of the Construction Documents when all design considerations have been established and approved by the OWNER, the ARCHITECT shall have prepared by a professional delineator a color rendering of the PROJECT to be retained by the OWNER. The size of the rendering is to be established by mutual agreement between the ARCHITECT and the OWNER but it must be easily readable from a distance of twenty feet, must be matted, framed, and covered with non-glare glass, prepared for wall hanging. Prior to framing, the rendering shall be photographed in color, and the ARCHITECT shall supply the OWNER with one (1) original 35 millimeter color transparency and six (6), 8" x 10" color prints therefrom.
- (d) The ARCHITECT shall be responsible for filing any required documents to secure approval of governmental authorities having jurisdiction over the design of the PROJECT,

including, but not limited to, the Oklahoma State Fire Marshal and the Oklahoma State Board of Health.

- (e) In addition to the required number of review sets of Plans and Specifications, the ARCHITECT shall provide at his expense _____ sets of completed Plans and Specifications for bidding purposes. Additional required completed sets shall be provided at the OWNER'S expense as set forth in Article D.7.
- (f) The ARCHITECT shall assist the OWNER in obtaining proposals from the Contractors, attend bid openings, prepare and submit tabulation of bids, and assist the OWNER in preparing and awarding construction contracts.

4. Construction Phase - General Administration of Construction Documents

The Construction Phase will commence with award of the Construction Contract and will terminate at the end of the one-year guarantee period on the PROJECT following inspection of Contractor corrected guarantee items as set forth hereinbelow. Final payment on the ARCHITECT'S fee will be made concurrently with final payment to the Contractor following acceptance of the PROJECT by the OWNER; however, it will be the responsibility of the ARCHITECT to consult with the OWNER and the Contractor from time to time during the one-year guarantee period concerning those items of construction deficiency which appear following occupancy and general operation of the PROJECT.

- (a) Prior to construction, the ARCHITECT shall conduct a pre-construction conference with representatives of the OWNER and Contractor to set forth duties and responsibilities of the several parties.
- (b) To the extent provided by the Contract between the OWNER and the Contractor, the ARCHITECT shall make the decision on all claims of the OWNER and Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.
- (c) The ARCHITECT shall check and approve samples, schedules, shop drawings and other submissions for conformance with the design concept of the PROJECT and for compliance with the information given by the Contract Documents, prepare change orders and assemble written guarantees required of the Contractors.
- (d) The ARCHITECT shall prepare and furnish such large scale and full size detailed drawings for architectural, structural, plumbing, heating, electrical, and all other works as are necessary for the construction of the PROJECT, and shall provide as many copies thereof as may be needed or required to execute the work.

- (e) The ARCHITECT shall provide full-time inspection of the construction work to assure proper fulfillment of said work as required by the Plans and Specifications and to recommend any changes, if necessary, to assure good workmanship and the installation and use of materials as specified. The ARCHITECT will, by general inspection, guard the OWNER against defects and deficiencies in workmanship and materials, and the ARCHITECT will require the Contractor and any and all Sub-contractors engaged in the performance of the construction work to comply with the requirements of the Plans and Specifications in that the ARCHITECT shall condemn any work which fails to comply. In every instance of failure of the Contractor or any Sub-contractor to follow the Plans and Specifications, the ARCHITECT shall immediately order the work corrected and notify the OWNER or its authorized representative of such action.
- (1) In the event full-time inspection of the construction work is waived by the OWNER, the ARCHITECT shall provide inspection of the construction work necessary to assure its proper fulfillment even though full-time inspection is not required.
- (f) The ARCHITECT will issue Certificates of Payment based on estimates of value of work performed and material used in the construction of the PROJECT from time to time as may be provided in the Contract entered into between the OWNER and the Contractor in connection with the construction of said PROJECT. These Certificates will constitute a representation to the OWNER, based on observations made during inspection and the data comprising the Contractor's Request for Payment, that the work has progressed to the point indicated. By issuing a Certificate for Payment, the ARCHITECT will also represent to the OWNER that, to the best of his knowledge, information and belief based on what his observations have revealed, the quality of the work is in accordance with the Contract Documents.
- (g) The ARCHITECT shall submit reports montly to the OWNER, with copies to any governmental agencies having jurisdiction over the PROJECT, covering general progress of the work and describing any problems or factors contributing to delay. The ARCHITECT shall advise the OWNER without delay of any emergency or unusual occurrence affecting the work.
- (h) The ARCHITECT shall require testing by the Contractor of all materials, or combinations of materials whenever or wherever it shall be necessary to determine whether or not the Contract Documents are being complied with by the Contractor.

- (i) The ARCHITECT shall notify the OWNER or its authorized representative immediately whenever the Contractor requests a change or plans or specifications after construction has started. Such notice must be in writing and will include a Change Order Document if the ARCHITECT recommends approval. Under no circumstances will the ARCHITECT authorize the Contractor to proceed with such a change in plans or specifications prior to consent by the OWNER or its authorized representative.
- (j) The ARCHITECT shall conduct inspections to determine the dates of substantial and final completion, and shall conduct a final inspection with the OWNER'S authorized representative(s) and representatives of governmental agencies having jurisdiction over the PROJECT.
- (k) Upon determination of the date of final completion, the ARCHITECT shall issue a final Certificate of Payment, which date shall be the starting date of the one-year guarantee period.
- (l) No later than thirty days after issuing the final Certificate of Payment the ARCHITECT shall furnish to the OWNER one set of reproducible "as-built" working drawings tracings of the PROJECT work corrected to show all changes that have taken place during the construction period among the several elements of the work, including architectural, structural, electrical and mechanical. The ARCHITECT shall also furnish two sets of prints from the corrected tracings for the OWNER'S use. The tracings herein called for are to be the ARCHITECT'S original tracings corrected as required, and as set forth under, H. OWNERSHIP OF DOCUMENTS, and the ARCHITECT shall furnish to each governmental agency having jurisdiction over the PROJECT, one set of corrected plans and specifications for their examination. At the governmental agency's discretion these documents may be retained in its files or returned to the OWNER for its use.
- (m) The ARCHITECT shall prepare and furnish to the OWNER, from material collected by and through the Contractor and the several Sub-contractors, a neatly bound folio containing the manufacturers' instructions, arrangement drawings and detailed parts identification on all items of operable equipment of a mechanical, electrical, or plumbing nature built into any part of the PROJECT covered by the Contract Documents. Depending on the size of the PROJECT the folio may be divided into volumes covering the various elements of work such as electrical, plumbing, heating, ventilating, air-conditioning, refrigeration, elevators, building hardware, special equipment and such other divisions as may be deemed appropriate.

- (n) At least thirty days prior to the expiration of the one-year guarantee period, at a time acceptable to the OWNER, the ARCHITECT shall make a year-end inspection with authorized representatives of the OWNER to determine those items of deficiency which must be corrected by the Contractor, and the ARCHITECT shall make a subsequent inspection of the corrected work at a time mutually convenient to the OWNER, ARCHITECT, and the Contractor.
- (o) The ARCHITECT shall carry errors and omissions insurance in the amount of \$ _____.

B. EXTRA SERVICES OF THE ARCHITECT

The following services, the performance of which, due to unusual circumstances cause the ARCHITECT extra expense, shall be paid for by the OWNER as a Multiple of Direct Personnel Expense:

1. Providing financial feasibility or other special studies.
2. Revising previously approved Drawings, Specifications or other documents to accomplish changes not initiated by the ARCHITECT.
3. Making measured drawings of existing building(s), when no plans for such exist, and when required for planning additions or alterations thereto, when such work is planned in addition to a major new project for which the ARCHITECT'S services have been contracted.
4. Arranging for the work to proceed should the Contractor default due to delinquency or insolvency.
5. Providing services as an expert witness in connection with any public hearing, arbitration proceeding, or the proceedings of a court of record.

Direct Personnel Expense includes that of employees engaged on the PROJECT including architects and engineers not classified as Principals, designers, job captains, draftsmen, specification writers, typists and PROJECT Representatives, in consultation, research, designing, producing drawings, specifications and other documents pertaining to the PROJECT, and services during construction at the PROJECT site. Employees' time shall be at their regular rates of pay.

C. REIMBURSABLE EXPENSES OF THE ARCHITECT

Reimbursable Expenses are in addition to the fees for Basic and Extra Services and include actual expenditures made by the ARCHITECT, his employees, or his consultants in the interest of the PROJECT for the following incidental expenses when they are considered not within the normal scope of the ARCHITECT'S Basic Services:

1. Fees of special consultants for other than the consulting engineers providing the normal structural, mechanical and electrical engineering services and the _____ consultant. The special consultant must be specifically

approved in writing by the OWNER before employment by the ARCHITECT.

2. Transportation and living expenses of Principals or Employees when traveling at the OWNER'S request.
3. Expense of reproduction, postage and handling of drawings and specifications in addition to the number of sets furnished under the terms of the Basic Services.
4. Fees paid for securing approval of authorities having jurisdiction over the PROJECT.
5. If authorized in advance by the OWNER, the expense of overtime work requiring higher than regular wage rates.
6. Costs of construction and transportation of models for the OWNER'S use when requested and authorized in advance by the OWNER.

D. OWNER'S RESPONSIBILITIES

1. The OWNER shall provide full information as to his requirements for the work.
2. The OWNER shall designate, when necessary, representatives authorized to act in its behalf. Normally, this representation will be the responsibility of the Vice President for _____, with staff responsibility assigned to the Director of Facilities Planning/University Architect; however, in certain situations, the OWNER may designate other or additional representation.
3. The OWNER shall examine documents submitted by the ARCHITECT and promptly render decisions pertaining thereto.
4. The OWNER, to avoid unreasonable delay in the progress of the ARCHITECT'S work shall observe the procedure of issuing orders to the Contractor only through the ARCHITECT.
5. The OWNER shall furnish, or direct the ARCHITECT to obtain at the OWNER'S expense, a certified survey of the site, giving, as required, grades, and lines of streets, alleys, pavements, and adjoining property; rights-of-way, restrictions, boundaries, and contours of the building site; locations, dimensions, and complete data pertaining to existing buildings, other improvements and trees; full information as to available service and utility lines both public and private and test borings and pits necessary for determining subsoil conditions.
6. The OWNER shall pay for structural, mechanical, chemical, and soil mechanics or other tests and reports if required.
7. In addition to the number of sets of bidding documents stipulated to be furnished by the ARCHITECT, as set forth elsewhere in this instrument, the OWNER shall pay for the printing and binding of an additional number of sets required for bidding purposes, which number shall be established in consultation with the Director of Facilities Planning/University Architect at an appropriate time.

8. The OWNER shall arrange and pay for such legal and auditing services as may be required for the PROJECT.
9. If the OWNER observes, or otherwise becomes aware of, any defect in the PROJECT, he shall give prompt written notice thereof to the ARCHITECT.

E. APPROVAL OF PLANS

1. During the several phases of plan development, as set forth under the Basic Services of the ARCHITECT, the ARCHITECT shall obtain written approval of each phase from the Director of Facilities Planning/University Architect and where necessary, from governmental agencies having jurisdiction over the design of the PROJECT before proceeding with development of the succeeding phase. The Director of Facilities Planning/University Architect will have obtained review approval from the various planning participants and reviewing authorities of the OWNER.
2. In order to facilitate review by the OWNER, the ARCHITECT shall submit at the completion of each phase as many as ten (10) sets of all drawings, plans, outline specifications, cost estimates and other material pertinent to the review. The required number of review sets will be determined in consultation with the Director of Facilities Planning/University Architect.
3. It shall be the responsibility of the ARCHITECT to obtain written approvals of the final Plans and Specifications from the State Fire Marshal and the State Board of Health, as applicable, and the ARCHITECT shall furnish any material, information, Plans and/or Specifications necessary to such approvals.
4. It is further understood by the ARCHITECT that no final decision, with respect to the original or any revised Plans or Specifications, shall be made without the prior approval of the OWNER whether before or after construction of the PROJECT has commenced, and such approval of the OWNER must be in writing.

F. PAYMENTS

Payments to the ARCHITECT on account of his fee shall be made as follows:

1. Upon completion of the Schematic Design Phase, as set forth in A.1, hereinabove, the ARCHITECT shall be paid a sum equal to ten percent (10%) of the fee, based upon the estimated cost of construction.
2. Subsequent payments shall be made to increase the compensation for Basic Services to the following percentages of the Basic Fee at the completion of each phase of the work as set forth in, A.2., A.3., and A.4., hereinabove:

Design Development Phase	30%
Construction Documents	
Phase	70%
Construction Phase	100%

The cumulative amount of the fee to be paid at the completion of the Construction Documents Phase shall be based upon the cost of construction from the lowest and best bid received and accepted by the OWNER.

During the Construction Phase the ARCHITECT shall be entitled to receive for services thereafter rendered, the final thirty percent (30%) of the fee which shall be computed on the contract price for construction and which shall be paid from time to time as the work progresses, in proportion to the monthly estimates of the Contractor that have been approved for payment by the OWNER, provided that the final payment, which will be paid only after construction has been completed and the PROJECT has been inspected and accepted by the OWNER, shall be sufficient to make all payments made to the ARCHITECT equal to the total sum allowable under the Basic Rate of this Contract.

3. If any work designed or specified by the ARCHITECT is abandoned or suspended in whole or in part by the OWNER, the ARCHITECT is to be paid for the services rendered prior to the receipt of written notice from the OWNER to abandon or suspend the PROJECT. In determining the basis of payment for services rendered the PARTIES shall use as a guideline the following schedule:

1. Schematic design phase	10%
2. Design development phase	20%
3. Contract documents phase	40%
4. Construction phase	30%

In the event that the ARCHITECT'S work is between one of these phases, the fee shall be set on a percentage of the work performed upon the next phase. Should the PROJECT be reactivated, the total fee received for the preparation of Plans and Specifications shall be subject to negotiations.

4. Payments shall be payable only from:

for the construction of _____, and from certain other funds specifically set aside by the OWNER for this PROJECT, and this Contract shall not create any general obligation against the State of Oklahoma, the University of Oklahoma, or the Board of Regents of the University of Oklahoma.

G. FUNDS AVAILABLE FOR THE PROJECT

The OWNER has allocated to the PROJECT the sum of \$ _____
(\$ _____) which shall be the

total cost of the PROJECT. This amount shall include costs of:

1. General Construction.
2. Fixed furnishings and equipment.
3. Extensions of utilities.
4. Site clearance.
5. Site development.
6. Renovation of existing (building)(s).
7. Landscape materials/accessories.
8. Fees.
9. Movable furnishings and equipment.
10. Contingencies.
11. Administrative costs.
12. Land acquisition.

The ARCHITECT'S fee will be based on the total costs of items 1 to 6, inclusive, which amounts collectively will be considered as the Construction Cost, _____ (\$ _____).

It is further understood and agreed that the ARCHITECT will, at his own expense, make such eliminations, changes and corrections in the accepted Plans and Specifications as may be necessary to reduce the Construction Cost to said maximum amount in the event that the lowest acceptable bid received on the Plans and Specifications as originally approved is in excess of the funds available to the construction budget. Provided, however, that all changes, eliminations and corrections in the accepted Plans and Specifications made by the ARCHITECT to reduce the cost of the PROJECT shall be subject to the specific written approval of the OWNER.

H. OWNERSHIP OF DOCUMENTS

Drawings and Specifications, whether or not they are completed, are the property of the OWNER, and are to be transmitted to him upon completion of construction of the PROJECT corrected as required hereinabove, or upon termination of this Agreement, as applicable.

I. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon fifteen days written notice should one party fail substantially to perform in accordance with its terms through no fault of the other.

J. EQUAL OPPORTUNITY AND NON-DISCRIMINATION

During the performance of the Contract, the ARCHITECT agrees as follows:

1. The ARCHITECT will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The ARCHITECT will take affirmative

- action to ensure that applicants are employed, and that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The ARCHITECT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
2. The ARCHITECT will, in all solicitations or advertisements for employees placed by or on behalf of his firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
 3. The ARCHITECT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the ARCHITECT'S commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The ARCHITECT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 5. The ARCHITECT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 6. In the event of the ARCHITECT'S noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the ARCHITECT may be declared ineligible for further Government assisted contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 7. The ARCHITECT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor.

The ARCHITECT will take such action with respect to any sub-contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

8. The ARCHITECT further agrees that he will be bound by the above equal opportunity clause with respect to his own employment practices when he participates in federally assisted construction work.
9. The ARCHITECT agrees that he will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that he will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that he will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
10. The ARCHITECT further agrees that he will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted projects pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed by the administering agency or the Secretary of Labor pursuant to Part II, Sub-part D of the Executive Order. In addition, the ARCHITECT agrees that if he fails or refuses to comply with these undertakings, the administering agency may refrain from extending any further assistance to the PROJECT under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such ARCHITECT; and may refer the case to the Department of Justice for appropriate legal proceedings.

K. SEGREGATED FACILITIES

1. In order to comply with his obligations under the equal opportunity clause, the ARCHITECT must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, creed, color, or national origin cannot result. He may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. His obligation extends further to ensuring that his employees are not assigned to perform their services at any location, under his control, where the facilities are segregated.

This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the Contract. The term "facilities" as used in this section means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees.

L. AFFIRMATIVE ACTION COMPLIANCE PROGRAMS

1. The ARCHITECT shall develop a written affirmative action compliance program for each of his establishments. A necessary pre-requisite to the development of a satisfactory affirmative action program is the identification and analysis of problem areas inherent in minority group personnel. The ARCHITECT'S program shall provide in detail for specific steps to guarantee equal employment opportunity keyed to the problems and needs of members of minority groups, including, when there are deficiencies, the development of specific goals and time tables for the prompt achievement of full and equal employment opportunity. The ARCHITECT shall include in his affirmative action compliance program a table of job classifications. This table should include but need not be limited to job titles, principal duties (and auxiliary duties, if any), rates of pay and where more than one rate of pay applies (because of length of time in the job or other factors) the applicable rates. The affirmative action compliance program shall be signed by an executive official of the ARCHITECT.

M. SUCCESSORS AND ASSIGNMENTS

The OWNER and ARCHITECT each binds itself, successors, legal representatives and assigns to the other party to this Agreement and to the successors and legal representatives and assigns of such other party, in respect to all covenants contained in this Agreement except the ARCHITECT shall not assign, sublet or transfer his interest in this Agreement without the written consent of the OWNER.

The OWNER and ARCHITECT hereby agree to perform fully the covenants contained herein.

IN WITNESS WHEREOF they have executed this Agreement the day and year first above written.

ATTEST:

REGENTS OF THE UNIVERSITY OF OKLAHOMA
OWNER

Secretary

By _____
President

ATTEST:

(Name of Architect)

 Title

By

 Title

ATTEST:

(Name of Architect)

Title

By _____
Title

In the event that funds are received for planning but not for the construction of the entire project, then a two-stage contract will be entered into. In the event that a two-stage contract is entered into, then the following section shall be added as Section F and all sections following it shall be re-lettered. The section will read as follows:

F. STAGES OF CONTRACT

It is agreed by the parties that this contract shall be performed in two stages.

1. It is specifically understood by the ARCHITECT that upon the execution of this contract the OWNER shall be obligated to pay only twenty-five percent (25%) of the total ARCHITECT'S fee for the work provided for in this agreement performed through the Design Development Phase. Those duties of the ARCHITECT are set out in Section A (1) and (2) of this agreement. Payments shall be made according to the schedule set out in Section G (1) and (2) of this agreement.
2. If this PROJECT becomes totally funded as provided in Section H the OWNER by supplemental agreement will specifically agree to pay the remainder of the ARCHITECT'S fee as provided for under the terms of this agreement upon completion of each of the phases of required services. In the event the PROJECT is not funded then this agreement shall terminate.

APPENDIX B

BY-LAWS

RULES AND REGULATIONS

of the Medical Staff of the Hospitals
of the University of Oklahoma
Oklahoma City, Oklahoma

PREAMBLE

Recognizing that education, research and the care of patients are served best by a concerted effort and that the Medical Staff is responsible for the quality of medical care in the Hospitals, subject to the ultimate authority of the governing body, the physicians and dentists practicing in the Hospitals of the University of Oklahoma, hereby organize themselves in conformity with the Bylaws, Rules and Regulations hereinafter stated.

For the purpose of these Bylaws, the term "medical staff" shall be interpreted to include all physicians and dentists privileged to attend patients in the Hospitals of the University of Oklahoma.

Whenever the term "governing body" appears it shall be interpreted to refer to the Board of Regents of the University of Oklahoma.

ARTICLE I

NAME

The name of this organization shall be the Medical Staff of the Hospitals of the University of Oklahoma.

ARTICLE II

PURPOSE

The purpose of this organization shall be:

1. To insure that all patients admitted to the Hospitals of the University of Oklahoma or treated in their outpatient departments shall receive the best quality of medical care available.
2. To provide a program of patient care services of excellence, supportive of the teaching and research activities of the University of Oklahoma as related to health care.
3. To develop, to apply, and to maintain the highest professional, educational, and scientific standards in the field of health services.
4. To provide an atmosphere whereby mutual problems of the medical staff may be discussed with the hospitals' administration and, on occasion, with members of the governing body.

5. To collaborate with others in the fields of endeavor similarly engaged for the promotion of health and advancement of knowledge in the understanding of health and disease, and to encourage support for the same.
6. To provide where necessary the health services for personnel of other educational and governmental institutions throughout the State of Oklahoma.
7. To develop the special facilities and training in the various medical and allied health disciplines, thus serving as a referral and liaison center for health needs.
8. To initiate and maintain rules and regulations for government of the medical staff.

ARTICLE III

MEMBERSHIP

Section I.

Qualification. To qualify as a member of the medical staff, each physician and dentist must hold a faculty appointment in either of the University of Oklahoma Schools of Medicine or Dentistry. Furthermore, each physician and dentist shall be legally licensed to practice medicine and surgery or dentistry in the State of Oklahoma.

Section II.

Terms of Appointment. Appointment shall be made by the governing body of the hospital after recommendation of the Executive Committee of the Medical Staff, the Executive Vice President for Medical Center Affairs, and the President of the University, and will be for the period July 1 through June 30 of the following year. Appointment made during the year shall extend to the following June 30. In no case shall the governing body cancel, disapprove, or not renew an appointment without conference with the medical staff.

Temporary privileges may be granted to a candidate for the medical staff by the administrator of the hospitals, acting on behalf of the governing body. Such temporary privileges shall be granted only after the candidate has been recommended for appointment by the chief of the service concerned and with the approval of the Executive Committee. The temporary appointment shall not continue for more than three months unless the Executive Committee recommends an extension due to unusual circumstances.

Section III.

Procedure of Appointment:

1. Application for appointment to the medical staff shall be made in writing to the chief of the appropriate clinical service or division. With his approval, the application then shall be forwarded to the Executive Vice President for Medical Center Affairs. The Executive Vice President, after review of the Executive Committee, shall submit the application through the President of the University to the governing body for acceptance or rejection.
2. The governing body, through the President of the University, shall notify the Executive Vice President for Medical Center Affairs of its action regarding the application. In the event of appointment, the application, along with the letter of appointment, shall be sent to the Administrator of the Hospitals of the University of Oklahoma.

3. The physician or dentist appointed to the medical staff shall have a title which shall usually, but not necessarily, be comparable to his faculty rank; for example: Head of Department (or Division when appropriate) - Physician-in-Chief, Pediatrician-in-Chief; Professor-Physician, Surgeon, Pediatrician; Associate Professor-Associate Physician, Associate Surgeon, Associate Pediatrician; Assistant Professor or member with less rank - Assistant Physician, Assistant Surgeon, Assistant Pediatrician.
4. Appointments to the medical staff shall be reviewed each year by the appropriate chiefs of the clinical services.
 In any case in which the Executive Vice President for Medical Center Affairs does not recommend reappointment, he shall notify the physician or dentist concerned and shall give him the opportunity of appearing before the Executive Committee of the Medical Staff. After the hearing, the Committee shall present its findings to the Hospital Board and they shall file a report with the Executive Vice President for Medical Center Affairs.
 The governing body shall have the final responsibility to terminate or to alter the appointment of a medical staff member, on the recommendation of the President of the University, the Executive Vice President for Medical Center Affairs and the Hospital Board.

Section IV.

Responsibilities of Members

1. Each medical staff member shall be expected, unless excused for just cause, to attend at least seventy-five percent of the required departmental and general staff meetings; shall be willing, if requested, to assume clinical teaching and service responsibilities as assigned by the chief of service; and shall be available for consultation or participation at clinical conferences.
2. Appointment to the medical staff shall confer upon the appointee the privilege and responsibility to function professionally and administratively to the best of his ability in the fulfillment of the mission of the Hospitals of the University of Oklahoma, subject to the supervision and authority of the chief of his clinical service and the policies of the particular department and the hospitals.
3. Medical staff members may request consultation of any type when it is felt appropriate and necessary.
4. The medical staff member shall be charged with the responsibility for professional, educational, ethical, scientific, and clinical matters in the operations of the Hospitals of the University of Oklahoma.
5. Upon appointment, a member shall, after reading, sign the Bylaws of the Medical Staff signifying his agreement to be governed by them.

ARTICLE IV

CLINICAL SERVICES AND DIVISIONS

Section I.

The clinical services and divisions of the Hospitals of the University of Oklahoma shall correspond to the clinical departments and divisions of the University of Oklahoma School of Medicine and the School of Dentistry as designated by the governing board.

Section II.

As of the date of adoption of these Bylaws, Rules and Regulations, the departments and divisions are as follows:

- Department of Anesthesiology
- Department of Dermatology
- Department of Gynecology and Obstetrics
- Department of Laboratory Medicine
- Department of Medicine
- Department of Neurology
- Department of Ophthalmology
- Department of Orthopedic and Fracture Surgery
- Department of Otorhinolaryngology
- Department of Pathology
- Department of Pediatrics
- Department of Preventive Medicine and Public Health
 - Division of Family Medicine
 - Division of Rehabilitation Medicine
- Department of Psychiatry and Behavioral Sciences
- Department of Radiology
 - Division of Radiation Therapy
- Department of Surgery
 - Division of Neurosurgery
 - Division of Oral Surgery
 - Division of Pediatric Surgery
 - Division of Plastic Surgery
 - Division of Thoracic and Cardiac Surgery
- Department of Urology

Section III.

Organization

1. Each service and division shall be organized as part of the staff as a whole and shall have a head responsible for the administration of his service or division, who shall have general supervision over all of the clinical work within his area of responsibility.
2. Each service or division may meet separately but such meetings shall not release the members from their obligation to attend the general meetings of the medical staff as provided in Article III of these Bylaws.
3. Each service and division may establish its own rules and regulations for conduct of patient care, provided that they are consistent with the Rules and Regulations of the Medical Staff.

Section IV.

Ethics

The professional conduct of members of the medical staff shall be governed by the principles of the Code of Ethics of the American Medical Association. Members who do not comply with these principles and ethics may be terminated or suspended from the medical staff.

Section V.

The Medical Staff and the Scientific Staff

1. The medical staff shall consist of physicians and dentists who have been selected to transact business of the medical staff and to attend patients in the hospital. Members of the medical staff shall

be eligible to vote and hold office and shall be entitled to all privileges and subject to all responsibilities set forth in these Bylaws.

2. The scientific staff shall consist of bioscientists who are faculty members of the University of Oklahoma and who contribute toward the care of patients or development of health care. Members of the scientific staff shall not be eligible to vote and shall not hold office.

ARTICLE V

OFFICERS AND COMMITTEES

Section I.

Officers

1. A Chief of Staff shall be appointed by the Executive Vice President for Medical Center Affairs from a group of three of the members of the Hospital Board, nominated by that Board. He shall serve as the Associate Chief of Staff for a period of two years, the appointment commencing on a July 1, and then as the Chief of Staff for a period of two years, the appointment commencing on a July 1.

The Chief of Staff shall serve as Chairman of the Executive Committee and of the Hospital Board. He shall be responsible for the implementation of professional, educational, and scientific policies as established by the Hospital Board.

The Associate Chief of Staff shall serve in the absence of the Chief of Staff.

Section II.

Hospital Board

1. Hospital Board. The Hospital Board shall consist of the heads of all the clinical services corresponding to the clinical departments of the School of Medicine and one representative of the house staff. The Executive Vice President for Medical Center Affairs or his representative, the Dean of the School of Medicine and the Dean of the School of Dentistry shall serve as members without vote, as shall the Hospital Administrator. Other members may be appointed to the Hospital Board as deemed necessary by the Executive Vice President and approved by the Hospital Board. They shall serve without vote.

Fifty percent of the voting membership shall constitute a quorum.

The Hospital Board, representing the medical staff, shall be responsible to the governing body for the level of professional care and treatment of patients in accordance with the highest standards of medical science. The Hospital Board shall keep the governing body advised, through the Executive Vice President for Medical Center Affairs, concerning matters pertaining to the professional, educational, and scientific activities of the Hospitals of the University of Oklahoma and shall make suggestions and recommendations for their improvement.

The Hospital Board shall meet monthly during the academic year.

2. Committees of the Hospital Board. Committees of the Hospital Board shall be standing and special. All committees shall be appointed by the Executive Vice President for Medical Center Affairs upon recommendation of the Hospital Board. A representative of the house staff shall be appointed to each committee. Additionally, representatives of hospital departments may be recommended to serve on committees by the Administrator. They shall serve without vote.

Committees may be appointed as required to carry out the duties of the medical staff. Such committees shall confine their work to that for which they were appointed and shall report to the Hospital Board. They shall not have the power of action unless such power is specifically granted by the motion which created the committee.

The following committees, with functions indicated, shall be appointed as a minimum:

- a. Executive Committee. The Executive Committee of the Hospital Board shall consist of no more than nine (9) members of the Hospital Board, appointed by the Executive Vice President for Medical Center Affairs, who, as well as the Administrator of the Hospitals, shall serve as a member of the Committee without vote.

The composition of the Executive Committee shall be made up as follows: The Chief of Staff; the Associate Chief of Staff; the Head of the Service of Gynecology and Obstetrics; the Head of the Service of Medicine; the Head of the Service of Psychiatry and Behavioral Sciences; the Head of the Service of Surgery; the Head of the Service of Pediatrics; the Head from one of the four services of Anesthesiology, Radiology, Laboratory Medicine, or Pathology chosen by the Chiefs of these services; and one representative of the house staff. If the Chief of Staff or the Associate Chief of Staff is the head of a service named above, an additional member shall be elected from one of the other specialty services, not named above, by those specialty service members. If both the Chief of Staff and the Associate Chief of Staff are heads of services named above, two (2) members shall be elected from the other specialty service members. Otherwise, the Chief of Staff and Associate Chief of Staff shall serve as the eight (8th) and ninth (9th) members of the Committee.

The Executive Committee shall meet regularly to review and make recommendations on matters affecting the professional, educational, and scientific policies of the Hospitals of the University of Oklahoma. Between meetings of the Hospital Board, it shall act for the Hospital Board. Policy decisions of the Executive Committee shall be reviewed and approved by the Hospital Board at its next meeting.

- b. Credentials Committee. The Executive Committee acting as the Credentials Committee shall investigate all applicants for appointment to the medical staff and shall make recommendations in conformity with the provisions of Article III of these Bylaws.

The Credentials Committee shall investigate any breach of ethics and shall make recommendations to the Executive Vice President for Medical Center Affairs.

- c. Joint Conference Committee. The Executive Committee shall represent the medical staff at meetings with the three members of the University of Oklahoma Board of Regents who constitute the Regents' Medical Center Committee. This group shall also include the Executive Vice President for Medical Center Affairs, the Dean of the School of Medicine, the Chairman of the Faculty Board, and the Administrator of the Hospitals of the University of Oklahoma. It shall convene at the invitation of the Regents' Medical Center Committee or the Executive Vice President for Medical Center Affairs.
- d. Pharmacy and Therapeutics Committee:
 - (1) Recommends policy to the Hospital Board and to the Administrator on all matters related to the use of drugs.
 - (2) Maintains liaison between the medical staff and the pharmacy department.
 - (3) Aids in formulating educational programs related to drugs and drug practices.
 - (4) Develops a basic drug list or formulary of accepted drugs for use in the hospitals and provides for its constant revision.
 - (5) Recommends policies regarding the safe use of drugs in the hospitals.
 - (6) Studies problems involving proper distribution, administration, and labeling of medications.
 - (7) Reviews reported adverse reactions to drugs.
 - (8) Evaluates periodically medical records, with regard to drug therapy.
- e. House Staff Committee:
 - (1) Advises the Hospital Board on matters of policy concerning the house staff.
 - (2) Administers the internship recruitment program.
 - (3) Advises the Hospital Board regarding suggestions or grievances brought to the House Staff Committee by members of the house staff.
 - (4) Advises the Hospital Board regarding interdepartmental and inter-hospital policies involving house staff.
 - (5) Advises the Hospital Board concerning fringe benefits for the house staff.
- f. Medical Records Committee:
 - (1) Recommends to the Hospital Board and the Administrator changes in the use and format of the medical record.
 - (2) Advises and recommends policies for medical record maintenance.
 - (3) Reviews medical records to insure the required standard of completeness and that sufficient data is present to evaluate the care of the patient.
 - (4) Facilitates the review and evaluation by the clinical services of the quality of medical care reflected in the record.
 - (5) Advises and recommends policies to guide the Director of the Medical Records Department, medical staff, and Administrator with regard to medical record procedures.
 - (6) Insures the proper filing, indexing, and availability of all patients' records.
- g. Operating Room Committee:
 - Advises the Hospital Board with regard to operating room policies.

- h. Tissue Committee:
 - (1) Improves surgical care of patients by the review of documented work.
 - (2) Reports findings of the review and recommendations to the Hospital Board.
 - (3) Encourages further education by communicating findings of the Committee to the appropriate department or division for review and discussion at staff conferences and/or departmental utilization committees.
- i. Newborn and Premature Nurseries Committee:
 - (1) Reviews medical care rendered in the newborn and premature nurseries.
 - (2) Recommends to the Hospital Board appropriate policies and procedures related to newborn and premature care.
- j. Infection Committee:
 - (1) Establishes a reporting system for infections.
 - (2) Maintains records of hospital infections which are acquired as well as those which are present upon admission.
 - (3) Reviews bacteriological services.
 - (4) Reviews aseptic and isolation techniques used in patient care areas.
 - (5) Monitors antibiotic therapy.
 - (6) Educates staff and employees regarding infections.
 - (7) Establishes a communication system for discovering post-hospitalization infections.
 - (8) Reports findings and recommends policy to the Hospital Board regarding infections.
 - (9) Reviews and plans for care of infectious patients.
- k. Utilization Review Committee:
 - (1) Establishes and conducts a utilization review (medical audit) program through departmental utilization committees, quarterly review studies, and special studies.
 - (2) Monitors the certification and recertification procedures.
 - (3) Conducts reviews of extended hospital stays.
 - (4) Examines claims to third parties to ensure that services rendered were medically necessary.
 - (5) Maintains records of reviews and studies.
 - (6) Reports findings to the Hospital Board and the Administrator.
 - (7) Provides information for use in departmental education.
 - (8) Strives to improve the utilization of hospital facilities and resources through recommendations to the Administrator and Hospital Board.
- l. Outpatient Committee:

Advises the Hospital Board with regard to outpatient care policies.
- m. Children's Memorial Hospital Patient Care Committee:
 - (1) Advises the Hospital Board and the Administrator regarding the care of patients in Children's Memorial Hospital.
 - (2) Reviews the educational aspects related to medical care as well as means for improving patient care in Children's Memorial Hospital.

ARTICLE VI

MEETINGS

Section I.

Regular Meetings. Regular meetings of the medical staff shall be held two times annually, at which meetings the proceedings and actions of the Hospital Board shall be presented.

Section II.

Service Meetings. Regular meetings of each service shall be held at least monthly. Reports of service activities shall be maintained.

Section III.

Special Meetings. Special meetings of the medical staff may be called at any time by the Executive Vice President for Medical Center Affairs, or by the Chief of Staff, either at the request of the Hospital Board or upon written request to the Executive Committee by twenty (20) members of the medical staff, stating the purpose of the meeting. At any special meeting no business shall be transacted except as stated in the notice calling the meeting. Notice of any meeting shall be given members of the medical staff at least twenty-four (24) hours before the time set for the meeting.

Section IV.

Quorum. Fifty (50) members of the medical staff shall constitute a quorum at any of its meetings.

Section V.

Order of Business. The order of business at any regular meeting shall be: (1) call to order, (2) reading of the minutes (in summary if desired) of the last regular and all intervening special meetings, (3) unfinished business, (4) report of the proceedings and actions of the Hospital Board, (5) communications and special reports, (6) new business, (7) discussion and recommendations for improvement of the professional, educational, or scientific work of the hospitals, (8) adjournment.

Meetings shall be conducted under the most current revision of Roberts Rules of Order.

ARTICLE VII

RULES AND REGULATIONS

The medical staff shall adopt rules and regulations as may be necessary for the proper conduct of its work. Such rules and regulations shall be a part of these Bylaws, subject however to more facile change which can be undertaken without previous notice at any meeting of the Hospital Board by two-thirds vote of those present and voting, or at any regular medical staff meeting by a two-thirds vote of the membership present and voting. Such Rules and Regulations shall become effective when approved by the governing board. The Hospital Administrator is responsible for notifying all individuals concerned when approved new rules and regulations are affected. The chief of each clinical service shall be responsible for instructing the individuals of his service regarding such new rules and regulations.

ARTICLE VIII

AMENDMENT OF BYLAWS

The Bylaws may be amended at any regular or special meeting of the medical staff after prior notice has been given at any regular meeting of the medical staff, and the proposed amendment has been circulated in writing to the medical staff. Such notices shall be referred to a special committee appointed by the Chief of Staff. This committee shall report at the next regular or special meeting. A two-thirds vote of the medical staff membership present and voting shall be required for adoption. Such amendments shall become effective when approved by the governing body.

ARTICLE IX

ADOPTION

These Bylaws shall be adopted at a regular meeting of the Medical Staff. They shall replace any previous Bylaws, Rules and Regulations and shall become effective when approved by the Board of Regents of the University of Oklahoma. They shall, when adopted and approved, be equally binding on the Board of Regents and the Medical Staff.

Bylaws, Rules and Regulations revised and approved by the Hospital Board of the Hospitals of the University of Oklahoma January 9, 1970.

Revised and adopted by the Medical Staff of the Hospitals of the University of Oklahoma _____.

Approved by the Regents of the University of Oklahoma _____.

Chief of Staff
Medical Staff
Hospitals of the University of Oklahoma

Chairman, Board of Regents
University of Oklahoma

Date

Date

RULES AND REGULATIONS
OF THE MEDICAL STAFF
OF THE HOSPITALS OF THE UNIVERSITY OF OKLAHOMA

I. ADMISSIONS, DISCHARGES AND REFERRALS

A. Admission to the Outpatient Clinics

It is the policy of the Clinics and Hospitals of the University of Oklahoma to accept patients without regard to race, religion, creed or ability to pay for services received. Further, it is the policy that patients may be selected on the basis of their medical need and in accordance with the aims and goals of the health educational programs of the University of Oklahoma Medical Center. Those patients who present a medical emergency will receive medical care.

Patients shall be either private or departmental:

A PRIVATE PATIENT is one whose care is the responsibility of a member of the medical staff of the Hospitals of the University of Oklahoma.

A DEPARTMENTAL PATIENT is one for whom a licensed member of the house staff may be responsible, but whose care is under the chief of service to which he is assigned.

1. The directors of clinics and chiefs of services are directed to admit patients to the Clinics or Hospitals of the University of Oklahoma with consideration of the patient's medical needs and relationship to the aims and goals of the health educational programs of the University of Oklahoma Medical Center. Patients who contact the Medical Center shall be given a specific appointment in the appropriate clinic. Patients who consider their illness to be emergent should be directed to the Emergency Department or appropriate clinic.

B. Inpatients

1. Policy and procedures for admission and discharge of patients to the Hospitals, and the Outpatient Department, and the Emergency Department shall be formulated by the joint action of the Hospital Board and the Hospital Administrator.
2. All patients shall be admitted to the Hospitals through the Admitting Department. A provisional diagnosis shall be stated or made upon examination either in the Outpatient Department or the Emergency Department. In the event of an emergency, the provisional diagnosis shall be stated as soon after admission as possible.
3. Each patient admitted to the Hospitals shall be assigned to the service concerned with the treatment of the disease which necessitated admission. Admission or transfer to another service shall only be by mutual agreement of those services involved.
4. The admission and designation of service for all departmental patients shall be made by the resident - intern staff acting for the chiefs and attending staff of the several services.
5. Physicians and dentists admitting and caring for patients shall be responsible for giving such information in each case as may be necessary to insure that the patient is not a source of danger to others and to help protect the patients from self-harm while hospitalized.
6. Patients admitted to the Children's Hospital shall have an infectious disease evaluation before being admitted to the floor.
7. All patients shall be under the supervision or direct care of a physician member of the medical staff.
8. Private patients applying for admission who have no personal physician on the medical staff shall be assigned to members on duty or as arranged by policy of each service.
9. No private patient admitted shall be transferred to departmental status except with the consent of the chief of service concerned, or his representative.
10. Patients may be granted leaves of absence from the hospitals by written order of a physician, provided the leave is for less than twenty-four hours, and does not involve an overnight away from the hospitals. This rule shall not apply to the Psychiatric Unit.

11. No patient shall be discharged from the hospitals without the written order of the physician or dentist responsible for the patient's care.
12. At the time of discharge the summary sheet of the patient's record must be completed and signed by a physician or dentist on the service to which the patient is assigned, before the record shall leave the unit.

C. Emergency Department

1. The function of the Emergency Department is to give adequate medical appraisal and initial treatment or advice to any person who considers himself ill or injured and who presents himself at the Emergency Department.
2. Organization
 - a. The Emergency Department is a function of the hospitals and as such assists the hospitals in fulfilling its role as a provider of health care to the community.
 - b. General policy for the operation of the Emergency Department shall be reviewed by the Outpatient Care Committee, which shall represent the major medical services and the hospital administration, including nursing service.
 - c. The Medical Director of Outpatient Clinics, Hospital of the University of Oklahoma, shall also serve as the Medical Director of the Emergency Department. He shall be responsible for the implementation of policy and for the supervision of professional services rendered in the Emergency Department.
 - d. Responsibility for coordinating the various hospital resources that are required to provide emergency care rests with the Assistant Administrator for Outpatient Services as does responsibility for the nursing care provided in the Emergency Department.
3. Staffing
 - a. Medical Services:
 - (1) An intern shall be assigned to the Emergency Department at all times.
 - (2) Every medical and dental service in the hospital shall provide 24 hour coverage with a licensed physician or dentist on call for the Emergency Department. It is expected that the physician or dentist on call can be reached by phone and shall be physically present within 30 minutes.
 - (3) The intern shall see the patient and determine which specialty service should be called to provide further care. Disposition of the patient shall not be made without the patient being seen by a licensed physician, either in the Emergency Department or the appropriate clinic.
 - (4) The specialty service called will be expected to present themselves at the earliest possible time after they have received the call. Any undue delay in the care of the patient should be brought to the attention of the Medical Director of Outpatient Clinics, Hospitals of the University of Oklahoma.

- (5) The licensed physician of the service called by the intern shall be responsible for the care of the patient whom he has been summoned to treat until the patient is discharged from the Emergency Department, or until the responsibility is accepted by another licensed physician.
- (6) A monthly roster of on call physicians shall be provided by the Administrator, from assignments made by each of the services.
- (7) All patients requiring admission shall be admitted to the Hospitals of the University of Oklahoma if a bed is available.

4. Medical Records

- a. A medical record shall be maintained on all patients who present themselves for care in the Emergency Department.
- b. The policies of the Hospitals and its Medical Records Committee shall apply to all medical records kept for Emergency Department patients.
- c. A licensed physician shall be responsible for the content of the patient's record, and his name shall appear in the patient's record.

5. General Policies

- a. The Emergency Department shall be open to patients at all times.
- b. There shall be no prolonged period of patient observation carried out in the Emergency Department.
- c. A manual of procedures shall be maintained in the Emergency Department.

D. Outpatient Clinic

- 1. Referrals to a specialty clinic shall be honored at the first available date of that clinic.
- 2. Patients referred from the Health Service of the University of Oklahoma Medical Center may be assigned directly to a specialty clinic without first being seen in a general clinic.

II. MEDICAL RECORDS

- 1. The chief of service or his representative or the attending private physician or dentist shall be responsible for the preparation and signature of a complete medical record for each patient.
- 2. This record shall include where applicable identification data; history of present illness; review of systems; personal past history, family history; physical examination; provisional diagnosis; treatment procedures; progress notes; special reports, such as consultation, clinical laboratory, x-ray, operative, pathological, and others; final diagnosis, with nomenclature; and the summary which shall also include the condition and disposition of the patient on discharge, as well as the follow-up clinic and autopsy reports when available.
- 3. Each patient admitted to the hospitals as well as new outpatients shall have the following laboratory procedures as a minimum:
 - a. Hemoglobin, White Blood Cell Count
 - b. Urinalysis
 - c. V.D.R.L.

Exceptions may be made by the physician attending the patient.

4. All reports prepared in the hospitals for the record shall be in the original form.
5. No medical record shall be filed, indexed, or abstracted until it is completed, except on the order of the Medical Records Committee.
6. A complete history and physical examination shall in all cases be written by a physician within twenty-four (24) hours after admission of the patient. When a history and physical examination is written by a medical student, it shall be counter-signed by the attending physician or resident. This history and physical examination written by a student does not substitute for the history and physical examination written by a physician.
7. If the patient is re-admitted within fourteen days after discharge for the same medical condition, without a marked change of findings, the previous history and physical examination with an interval note may suffice.
8. Records of all patients are subject to review for audit of medical care as well as for the quality and completeness of the record by the individual service or through a medical staff committee such as Medical Records, Tissue Utilization Review, Pharmacy and Therapeutics and Infection.
9. In case of re-admission of a patient, private or departmental, all previous hospital, outpatient, and emergency room records shall be available as a unit for the use of the staff.
10. Access to all medical records of all patients shall be afforded to members of the medical staff for bona fide study and research, consistent with preserving the confidentiality of personal information concerning the individual patients. In the event that clinical studies involved patients of other services, the chief of that service shall be notified as well as the responsible physician or dentist when appropriate.
11. All medical records are the property of the hospitals and shall not be removed from the premises under any circumstances without the written permission of the Administrator, or a court order.
12. As medical records are considered confidential privileged documents, information contained therein shall be released to individuals or agencies outside the Hospitals of the University of Oklahoma only upon written authorization of the patient. The chief of service or his designee shall be notified in the event a question arises.
13. The medical records shall be retained for scientific purposes, either in the original or reproduced form for a period of at least 25 years.
14. A medical record which is incomplete, as defined by Article II, Number 2 in the Rules and Regulations, shall be considered delinquent 15 days after discharge of the patient. A list of delinquent records and responsible medical staff members shall be reviewed monthly by the Hospital Board and, upon the Hospital Board's recommendation, letters of censure shall be sent to the appropriate departmental chairman by the Chief of Staff.
15. There shall be a typewritten discharge summary prepared and placed on the medical record for all patients discharged from the hospitals.

III. CONSULTATIONS

1. The patient's physician or dentist is responsible for requesting consultations when indicated.
2. A written opinion signed by the consulting physician or dentist shall be included in the medical record.
3. On receiving a request, a consultant shall be expected to make at least first contact with the patient within 24 hours.
4. Consultation Procedures:
 - a. Consultations may be requested of another service by the resident or by the attending physician or dentist. The consultant assigned may be either a resident or an attending physician or dentist, or both, as determined by the chief of service from which consultation has been requested.
 - b. Consultation may be requested by an attending physician or dentist or of an outside consultant upon the authorization of an attending staff member.
 - c. It shall be the responsibility of the consultant to recommend to the physician or dentist in charge of the case with reference to the question raised or the condition for which the consultation is requested.
 - d. When a physician or dentist serve as consultant during a spell of illness, he may not become the physician or dentist in charge of the case unless the patient is transferred to his service by mutual consent.
 - e. If the physician or dentist responsible for the patient and the consultant do not agree, a second consultant may be requested at the attending staff level by the physician or dentist in charge. If the physician or dentist responsible for the patient and the first consultant are house staff members, each shall refer the matter to his chief of service, or a designee.

IV. ORDERS

1. All orders for treatment shall be written and signed by a physician or dentist. Emergency verbal orders shall be written and signed as soon as possible. Orders dictated over the telephone must be written and signed by a registered nurse, per the name of the dictating physician or dentist; these orders must be signed at his next visit to the floor.
2. Orders must be written in the metric system.
3. Drugs listed in the Pharmacy Catalogue shall meet national standards and shall be ordered by their generic names whenever possible.
4. Medication orders for departmental patients are limited to the use of drugs approved by the Pharmacy Committee and listed in the Pharmacy Catalogue. If an alternate or new unlisted drug is urgently needed for a departmental patient, a prescription for the drug must be signed by the chief of service, his designee, or a member of the Pharmacy. If any drug is requested by prescription for ten (10) or more departmental patients, the Chief Pharmacist shall automatically bring this drug before the Pharmacy and Therapeutics Committee for consideration of its inclusion in the Pharmacy Catalogue. Prescriptions for drugs which have been previously rejected by the Pharmacy and Therapeutics Committee may not be filled by the pharmacist for departmental patients. Any drug previously rejected by the Pharmacy and Therapeutics Committee shall be reconsidered

- by that Committee on formal written request by a chief of service, Such request shall include the additional evidence justifying the request for reconsideration.
5. Drugs which are ordered for private patients and which are not listed in the Pharmacy Catalogue shall be obtained and appropriate charge made to the patient.
 6. Automatic Stop Orders:
 - a. Orders for narcotic drugs shall automatically stop after 72 hours unless the order is written with a definite limitation of duration.
 - b. All other orders for medications shall automatically stop after seven days unless the order is written with a definite limitation of duration.
 - c. Orders shall not be discontinued without notifying the physician or dentist.
 7. The use of certain drugs may be subject to regulation by action of the Hospital Board when the use of such drugs becomes a matter of concern to the welfare of hospital patients as a whole.
 8. The regulations and procedures for the use of experimental drugs shall be formulated through the Research Committee of the Faculty Board.

V. COVERAGE

1. Each clinical service, including Radiology, Laboratory Medicine, and Pathology, shall provide around the clock medical or dental coverage.
2. The attending physician or dentist, and not the clinical service, shall arrange for another member of the medical staff to cover his responsibilities when he cannot be available.
3. Each house officer, before signing out with the telephone operator, shall contact personally his replacement to make certain he or she is available for coverage.

VI. GENERAL RULES AND REGULATIONS

A. Surgical Service

1. Patients scheduled for surgery the following day shall be admitted not later than 2:00 p.m., except in emergencies.
2. A surgical operation shall be performed only on properly written and witnessed consent of the patient or his legal representative, except in emergencies.
3. If the history, physical examination, laboratory reports, consent, and proper preoperative note are not recorded before the time stated for operation, the operation shall be cancelled, unless the attending surgeon states in writing that such delay would be detrimental to the patient.
4. All operations performed shall be described and signed by the operating surgeon, the report to be dictated within 24 hours following the operation.
5. All tissues removed at operation shall be sent to the Surgical Pathology Laboratory, where such examinations shall be done as it may be considered necessary to arrive at a pathological diagnosis. A report of the findings shall be prepared for the patient's medical record.
6. Surgeons and anesthetists shall assume those responsibilities assigned by the Operating Room Subcommittee, which has responsibility for the operating and delivery room suites.

B. Other Clinical Services

1. Hospital procedure shall be formulated by the responsible service, but may be subject to review and approval by the Hospital Board.
2. The original signed reports of laboratory procedures shall be filed on the patient's record; duplicate copies of the reports shall be kept on file for at least one month. The log in which the laboratory data is entered shall be kept on file for at least one year.
3. The original signed reports of all radiological procedures shall be filed in the patient's chart; duplicate copies shall be kept on file for at least one year.
4. Radiological films of teaching value shall be retained for scientific purposes for a period of at least 25 years.
5. The use, storage and disposal of radioactive materials for hospital patients shall be subject to regulations of the Medical Center Isotope Subcommittee to maintain radiation safety standards in accordance with recognized state and national standards. This Committee shall designate a Safety Officer of Radiation.
6. Every member of the staff shall be actively interested in securing permission for autopsies whenever possible.
7. Diagnostic and non-operative treatment procedures known by national standards to have low rates of complications for large volumes of patients shall not require signed permits by the patients or their legal representatives. Examples of these procedures include urograms, renograms, blood volume determinations, angiotensin tests, anticoagulant therapy, chemotherapy with approved drugs, and so on.

VII. DISASTER PLAN

All members of the medical staff of the hospitals agree to relinquish direction of professional care of their patients to the Chief of Disaster Services in the event the Hospital Disaster Plan is put into effect.

VIII. The staff shall report any unusual occurrences to the Hospital Administrator.

IX. All patients in the Hospitals of the University of Oklahoma shall be available for undergraduate and graduate medical teaching unless specifically excused by the chief of service involved.

BYLAWS, RULES AND REGULATIONS
OF THE MEDICAL STAFF
COMMUNITY HEALTH CENTER HOSPITAL
OF GRANT COUNTY

PREAMBLE

Recognizing that the medical staff is responsible for the quality of medical care in a hospital and must accept and assume this responsibility, subject to the ultimate authority of the Board of Trustees of the hospital, and that the best interests of the patients are protected by concerted effort, the physicians and dentists practicing in the Community Health Center Hospital of Grant County hereby organize themselves in conformity with the Bylaws, Rules and Regulations hereinafter stated.

For the purpose of these Bylaws the word "Medical Staff", is interpreted to include all physicians and dentists who are privileged to attend patients in the Community Health Center Hospital of Grant County.

ARTICLE I
NAME

The name of this organization shall be the Medical Staff of the Community Health Center Hospital of Grant County.

ARTICLE II
PURPOSE

Section 1.

The purpose of this organization shall be to insure that all patients admitted to the hospital or treated as outpatients there, receive the best possible care. Further, it is the purpose to initiate and to maintain self-government in order to achieve the highest standards of medical care; and to foster and support the programs of the hospital in the education of nursing and other professional and technical personnel.

ARTICLE III
MEMBERSHIP

Section 1. Qualifications

The applicant for membership on the medical staff shall be licensed to practice medicine and surgery, osteopathy or dentistry in the State of Oklahoma.

Section 2. Ethics and Ethical Relationship

The professional conduct of members of the medical staff shall be governed by principles of ethics adopted by the medical staff. Specifically, all members of the medical staff shall pledge themselves that they will not receive from, or pay to, another physician, either directly or indirectly, any part of a fee received for professional services.

Section 3. Terms of Appointment

- Subsection 1. Appointments shall be made by the Board of Trustees of the hospital after recommendation of the medical staff and shall be for the period of one year beginning on the first of July, or until the end of the fiscal year of the hospital.
- Subsection 2. In no case shall the Board take action on an application, refuse to renew an appointment, or cancel an appointment previously made without conference with the medical staff.
- Subsection 3. Appointment to the medical staff shall confer on the appointee only such privileges as may hereinafter be provided.
- Subsection 4. Temporary privileges may be granted to a candidate of the medical staff by the administrator of the hospital, acting on behalf of the Board. Such temporary privileges shall be granted only after the candidate has been recommended for appointment by the chief of the service concerned and with the approval of the Professional Services Committee. The temporary appointment shall not continue for more than three months unless the Professional Services Committee recommends an extension due to unusual circumstances.

Section 4. Procedure of Appointment

- Subsection 1. Application for membership on the medical staff shall be presented in writing and shall state the qualifications and references of the applicant and shall also signify his agreement to abide by the Bylaws, Rules and Regulations of the medical staff. The application for membership on the medical staff shall be presented to the administrator of the hospital who shall transmit it to the Professional Services Committee.
- Subsection 2. The Professional Services Committee shall investigate the character, qualifications, and standing of the applicant and shall submit a report of findings to the medical staff as soon as possible, and in all cases within three months, recommending that the application be accepted, deferred, or rejected. All proposed recommendations for new and reappointments shall be submitted by the Professional Services Committee of the medical staff for approval at a regular staff meeting. Where a recommendation to defer is made it must be followed by one to accept or reject the applicant at the next meeting of the medical staff. Any recommendation for appointment should also include a delineation of privileges.

- Subsection 3. Recommendation for reappointment shall normally be considered at the annual staff meeting so that action may be taken by the Board at its next meeting and shall include designation of rank, privileges, and service for each member.
- Subsection 4. The recommendation of the medical staff shall be transmitted to the Board of the hospital through the administrator and the President of the University.
- Subsection 5. The Board shall either accept the recommendation of the medical staff or shall refer it back for further consideration stating the reasons for such action.
- Subsection 6. When the final action has been taken by the Board, the administrator of the hospital shall be authorized to transmit this decision to the candidate for membership and, if he is accepted, to secure his signed agreement to be governed by these Bylaws, Rules and Regulations.

Section 5. Appeals

- Subsection 1. In any case where the Professional Services Committee does not recommend for reappointment or the medical staff does not recommend for reappointment, or where reduction of privileges is recommended, the administrator shall notify the medical staff member concerned and he shall be given an opportunity of appearing before the Professional Services Committee and the Joint Conference Committee in joint session.
- Subsection 2. After a hearing as outlined above, the Joint Conference Committee shall make final recommendation to the Board.

ARTICLE IV CATEGORIES OF THE MEDICAL STAFF

The medical staff shall be divided into active, consulting, honorary, and courtesy groups.

Section 1. The Active Medical Staff

- Subsection 1. The active medical staff consists of qualified physicians and dentists who have been selected to transact all business of the medical staff.
- Subsection 2. Only members of the active medical staff shall be eligible to vote and hold office.

Section 2. The Consulting Medical Staff

- Subsection 1. The consulting medical staff shall consist of physicians and dentists of recognized professional ability who are active in their respective field and whose skill and knowledge is sought by the active medical staff member.
- Subsection 2. Appointment to the consulting medical staff shall be made by the Board of Trustees on recommendation from the active medical staff.

- Subsection 3. The consulting staff members shall have no assigned duties or responsibilities and shall have no vote in business meetings. The term of appointment shall be for one year with reappointment considered annually.
- Subsection 4. Privileges for members of the consulting medical staff shall be designated in like manner as those for the active medical staff members.

Section 3. The Honorary Medical Staff

- Subsection 1. The honorary medical staff shall consist of physicians and dentists who are not active in the hospital and who are honored by the emeritus position. These may be either physicians or dentists who have retired from active hospital services, or physicians or dentists of outstanding reputations who are not necessarily a resident of the county.
- Subsection 2. The honorary medical staff shall be appointed by the Board on the recommendation of the active medical staff and shall have no assigned duties or responsibilities. The members shall have no vote in business meetings.

Section 4. The Courtesy Medical Staff

- Subsection 1. The courtesy medical staff shall consist of those members of the medical profession eligible as herein provided for staff membership who wish to attend private patients in the hospital but who, by reason of residence, are not eligible for such appointment.
- Subsection 2. Terms of appointment shall be for one year, with reappointment considered annually. The members shall have no vote in business meetings.

Section 5. The Dental Staff

- Subsection 1. Qualifications. All dentists privileged to practice in the hospital and extended care facility shall be:
- (1) Graduates of dental schools recognized, at the time of graduation, by the Council on Dental Education of the American Dental Association.
 - (2) Members of the American Dental Association or the National Dental Association or eligible for membership in either of these associations.
 - (3) Licensed to practice dentistry in the State of Oklahoma.
 - (4) Worthy in personal character and professional ethics, as set forth in the Principles of Ethics of the American Dental Association.

All dentists who are appointed to the active dental staff shall have qualifications which include technical ability and scientific training comparable to that of other services in the hospital and the extended care facility.

Additionally, all dentists who are permitted to practice in the hospital and extended care facility shall qualify for membership on the hospital staff in accordance with the standards established for the medical staff. Dentists who engage in the practice of one of the recognized specialties in dentistry shall meet the requirements established by the State Specialty Board for such practice.

Subsection 2. Admission and Discharge of Patients. Staff dentists shall have the privilege of admitting and discharging patients for dental treatment under the supervision of a physician.

Subsection 3. Conferences and Meetings. The members of the dental staff shall attend and participate in general staff conferences. They also hold regular departmental meetings for the review and analysis of their clinical activities.

ARTICLE V DEPARTMENTS

Section 1. Departments

There shall be a Department of Family Medicine under the chief of staff or-committee supervision.

Section 2. Chief of Staff

At the annual meeting their shall be elected a chief of staff who shall be a member of the active staff. He shall be responsible for the functioning of the clinical organization of the hospital and shall keep or cause to be kept a careful supervision over the clinical work in all departments. The chief of staff shall also serve as president of the staff.

Section 3. Organization of Departments

Each department shall be organized as a division of the staff as a whole and there shall be supervision of each department either by a committee of members of the staff or by a department head who is a member of the active staff.

ARTICLE VI DETERMINATION OF QUALIFICATIONS

Section 1. Classification of Privileges

Privileges granted to members of the medical staff shall be recommended to the Executive Committee of the medical staff by the Professional Services Committee.

Section 2. Determination of Privileges

- Subsection 1. Determination of initial privileges shall be based upon an applicant's training, experience, and demonstrated confidence.
- Subsection 2. Determination of extension of further privileges shall be based on the applicant's training, experience, and demonstrated confidence which shall be evaluated by review of the applicant's credentials, direct observation by the active medical staff, and review of reports of the Medical Records and Tissue Committees.

ARTICLE VII OFFICERS AND COMMITTEES

Section 1. Officers

The officers of the medical staff shall be the president, vice-president, and secretary. These officers shall be elected at an annual meeting of the medical staff for the ensuing fiscal year, or until their successors are elected and qualified.

The president, who shall also be the chief of the medical staff, shall call and preside at all meetings, shall be a member ex-officio of all committees, and shall have general supervision over the professional work of the hospital and extended care facility.

The vice-president, in the absence of the president, shall assume all of his duties and authority.

The secretary shall keep accurate and complete minutes of all meetings, attend to all correspondence and perform such other duties as ordinarily pertain to his office. If there are funds to be accounted for, he shall also act as treasurer.

Section 2. Committees

A Committee of the Whole shall perform all of the duties of the committees of the medical staff, including: (1) Executive Committee, (2) Joint Conference Committee, (3) Professional Services Committee, (4) Utilization Review Committee, (5) Medical Record Committee, (6) Pharmacy Committee, (7) Tissue Committee and (8) Infections Committee. The Committee of the Whole shall consist of all of the members of the active medical staff.

Subsection 1. Executive Committee: Duties

The Executive Committee shall supervise and coordinate all functions of the medical staff and of the other committees of the members of the medical staff. It shall consider and act upon business or clinical matters during the interim between medical staff meetings. Actions taken by the Executive Committee shall not be in conflict with, or inconsistent with, these Bylaws, Rules and Regulations. Any action of the Executive Committee may be nullified or reversed by a majority vote at any regular or special meeting of the active medical staff.

The Executive Committee shall meet at least once each month.

Subsection 2. Joint Conference Committee: Duties

The Joint Conference Committee shall serve as a liaison between the medical staff and the Board of Trustees. The administrator of the hospitals shall serve as an ex-officio member of this committee.

Subsection 3. Professional Services Committee: Duties

The professional Services Committee shall investigate the credentials of all applicants for membership and shall make recommendations in conformity with Article III, Section 4 of the Bylaws. Additionally, the committee shall investigate any breach of ethics that may be reported; to review any records that may be referred by the Executive, Medical Records, and Tissue Committees, and to arrive at a decision regarding the performance of the staff member, or to refer the case to the full active staff if this is considered desirable; to review all information available regarding the confidence of staff members and as a result of such reviews to make recommendations for the granting of privileges.

Subsection 4. Utilization Review Committee: Duties

The Utilization Review Committee shall be responsible for (1) utilization review, (2) recertification, (3) extended duration review and (4) claims review. The committee shall maintain adequate records of its activities. The committee shall prepare a plan for the utilization review functions which shall be approved by the staff and the Board of Trustees.

Subsection 5. Medical Records Committee: Duties

The Medical Records Committee shall supervise the maintenance of medical records at the required standard of completeness. On the basis of documented evidence, the committee shall also review and evaluate the quality of medical care given the patient. The committee shall meet at least once each month. The medical records librarian shall be invited to attend these meetings.

Subsection 6. Pharmacy Committee

The Pharmacy Committee shall be composed of the active medical staff plus the hospital pharmacist and chief nurse.

Duties:

- (1) Assist in the formulation of broad professional policies regarding the evaluation, selection, procurement, distribution, use, safety, procedure and other matters relating to drugs in the hospital and extended care facility.
- (2) To add to and deplete from the list of drugs accepted for use in the hospital or extended care facility.
- (3) To prevent unnecessary duplication in the stock of the same basic drug and its related preparations.

- (4) To make recommendations concerning drugs to be stocked on the nursing unit floors.
- (5) To evaluate clinical data concerning new drugs or preparations requested for use in the hospital or extended care facility.
- (6) To develop a formulary or drug list of accepted drugs used in the hospital or extended care facility.
- (7) To develop policies regarding storage of medications both in the pharmacy and in the various other departments.
- (8) To recommend and maintain enforcement of "stop orders" on certain potentially dangerous drugs, for the joint protection of the patient and the physician.

Subsection 7. Tissue Committee: Duties

The duties of the Tissue Committee shall be to study and to report to the staff, or to the Executive Committee of the staff, on the agreement or disagreement among the preoperative, post-operative, and pathological diagnosis and on whether the surgical procedures undertaken in the hospital were acceptable or not.

Subsection 8. Infections Committee: Duties

The duties of the Infections Committee shall be to review and to recommend techniques for the control and prevention of infection. The committee shall review all cases of hospital acquired infections. A written record of all meetings shall be kept and placed on file as a matter of permanent record, open to inspection by any member of the staff. These minutes shall be submitted to the Executive Committee for review.

Subsection 9. Other Special Committees:

Special committees may be appointed from time to time as deemed necessary. Upon completion of the task for which appointed, such special committees shall stand discharged.

ARTICLE VIII MEETINGS

Section 1. The Annual Meeting

The annual meeting of the medical staff shall be the last meeting before the end of the fiscal year of the hospital. At this meeting, the retiring officers and committees shall make such reports as may be desirable. Officers for the ensuing year shall be elected and recommendations for appointments to the categories of the staff shall be made. The medical staff shall follow as its business year the fiscal year of the hospital and extended care facility.

Section 2. Regular Meetings

Regular meetings of the medical staff shall be held every month at a time and place as provided by the staff.

Section 3. Special Meetings

Special meetings of the medical staff may be called at any time by the president or upon the request of any three members of the medical staff. Notice of such special meetings shall be given in writing at least 48 hours before the time set for the meeting. At any special meeting, no business shall be transacted except that stated in the notice calling the meeting.

Section 4. Attendance at Meetings

Subsection 1. Active staff members shall attend at least fifty percent of the regular meetings, unless excused by the Executive Committee. Absence from four of the regular meetings for the year, unless excused by the Executive Committee, shall be considered as a resignation from the active staff and shall automatically place the absentee member on the courtesy medical staff.

Active staff members shall attend at least seventy-five percent of the committee meetings of the staff, unless excused by the Executive Committee. Non-attendance shall be considered as a resignation from the active staff and shall automatically place the absentee member on the courtesy medical staff.

-Subsection 2. Reinstatement of members of the active staff to positions rendered vacant because of absence from meetings may be made upon reapplication, the procedure being the same as for an original appointment.

Subsection 3. Members of the honorary, consulting, and courtesy categories of the medical staff shall not be required to attend regular or committee meetings.

Subsection 4. A member of any category of the staff who has attended a case that is to be presented for discussion at the meeting shall be notified and shall be required to be present. Failure to attend on receipt of such notice shall involve the penalty, in the case of a member of the consulting or active staff, of reverting to the courtesy staff and, in the case of the member of the courtesy staff, of forfeiting his staff membership. Should any member of the staff be absent from any meeting at which a case that he has attended is to be discussed, it shall be presented nevertheless, unless the member is unavoidably absent and has requested that the discussion be postponed. In no case shall postponement be granted for a period longer than that until the next regular meeting.

Section 5. Quorum

Fifty percent of the total membership of the active medical staff shall constitute a quorum.

Section 6. Agenda and Procedure

Unless otherwise specified, the most recent edition of "Roberts Rules of Order", will govern meeting procedure.

The agenda at any regular meeting shall be:

Business

1. Call to Order
2. Acceptance of the minutes of the last regular and of all special meetings
3. Unfinished business
4. Communications
5. Reports of standing and of special business committees
6. New business

Medical

7. Review and analysis of clinical work of the hospital
8. Reports of standing and of special medical committees
9. Discussion and recommendations for improvement of the professional work of the hospital

Adjournment

The agenda at special meetings shall be:

1. Reading of the notice calling the meeting
2. Transaction of the business for which the meeting was called
3. Adjournment

ARTICLE IX
RULES AND REGULATIONS

The medical staff shall adopt such rules and regulations as may be necessary for the proper conduct of its work. Such rules and regulations shall be a part of these Bylaws except that they may be amended at any regular meeting without previous notice by a majority vote of the active medical staff present at the meeting. Such amendments shall become effective when approved by the Board of Trustees.

ARTICLE X
ADOPTION

These Bylaws, together with the appended Rules and Regulations, shall be adopted at any regular meeting of the active medical staff and shall become effective when approved by the Board of Trustees of the hospital. They shall, when adopted and approved, be equally binding on the Board of Trustees and the medical staff.

Adopted by the active medical staff of the Community Health Center Hospital of Grant County.

President of the Medical Staff

Secretary of the Medical Staff

Date

Approved by the Board of Trustees
of the Community Center Hospital
of Grant County

Secretary of the Board of Trustees

Date

RULES AND REGULATIONS
OF THE MEDICAL STAFF

1. The regular meeting of the medical staff shall be held at Community Health Center Hospital on the first Wednesday of each month. In the event that there is a conflicting event which might prevent a quorum, or if no quorum is present at the regular time, the president shall choose an alternate date for the regular meeting.
2. Patients may be treated only by physicians or dentists who have submitted proper credentials and have been duly appointed to membership on the medical staff or have been extended emergency or temporary privileges (Article III, Section 3).
3. Physicians admitting patients shall be held responsible for giving such information as may be necessary to assure the protection of other patients from those who are a source of danger from any cause whatever.
4. In the case of a patient applying for admission who has no attending physician, he shall be assigned in rotation to the members of the active medical staff on emergency duty for that day.
5. Each member of the medical staff not resident in the city, or immediate vicinity, shall name a member of the medical staff who is resident in the city, who has agreed to attend his patients in an emergency. In the absence of the attending physician or his designee, the administrator shall have the authority to call any member of the medical staff, if he should so consider it necessary.
6. All orders for treatment shall be in writing. Verbal orders may be taken provided that they are dictated to a senior nurse or other authorized person and signed by the attending physician at his next visit to the unit. Orders dictated over the telephone shall be signed by the person to whom dictated with the name of the physician or dentist per his or her own name. At his next visit, the attending physician or dentist shall sign such orders.

Any physician or dentist who desires routine orders to be followed on a patient must have these routine orders available at the nursing station. He must sign a request for these orders to be transferred to the order sheet and must then sign them.

7. All appointments for the use of hospital space or facilities, such as operations, shall be kept at the appointed time or the appointment will be cancelled in favor of any other patient or physician needing the space or facility; e. g., anesthetics must be started at the time of surgical schedule or they will be cancelled by the surgical supervisor.

8. All patients presenting themselves to the hospital for treatment shall be advised, encouraged, and assisted by the hospital personnel to make their own arrangements for their medical care.

An emergency call list shall be made up by the administrator, with cooperation amongst the Community Health Center Hospital and other surrounding hospitals. The following policies and procedures apply to the emergency call schedule.

A. All physicians and dentists of the active staff may be assigned by the administrator to serve on the hospital emergency service on a rotating basis, as determined by the Executive Committee, with the following exceptions:

1. Any physician or dentist at least fifty-five years of age who does not wish to serve on the emergency call service shall be exempt if he so requests in writing to the Executive Committee and such permission is granted.

2. Any physician or dentist who presents a statement from his personal physician stating that he is not physically able to participate in the emergency service shall be exempt.

B. The names of new members of the staff and individuals granted temporary hospital privileges shall be added to the appropriate alphabetical listing on the emergency call roster and shall serve the assignment in accordance with the rules and regulations concerning emergency call service.

C. One physician shall be assigned (in alphabetical order according to the medical staff roster) to serve for a twenty-four (24) hour period beginning at 7:00 a.m. It shall be the responsibility of the physician thus assigned to remain available for emergency hospital service.

D. The assigned physician may arrange for a suitable replacement, who must be a member of the medical staff or a physician having temporary privileges awaiting appointment. Those physicians awaiting appointment who substitute on the emergency hospital service must have approval of the Executive Committee. The responsible physician shall notify the nursing supervisor of any replacement within a reasonable time to his assignment.

- E. The physician serving on the emergency service shall remain available at all times during his tour of duty, and in close contact with the hospital emergency room. The hospital shall furnish meals if the physician so desires and sleeping accommodations at his request.
 - F. Upon notification of an emergency case, the physician on emergency service shall be responsible for all orders and requests for consultation, or shall transfer the patient to another physician. This transfer shall include the necessary arrangements and communications for such transfer.
 - G. Any obstetrical patient who is seen in the emergency room shall be treated as an emergency patient. It is the responsibility of the physician on call in the emergency room to obtain a physician for the obstetrical care of the patient.
 - H. Each physician on the hospital emergency service shall be expected to conform to the ethical standards of medical practice. It is further anticipated that each physician shall confine his service to that which he ordinarily follows in his medical practice, referring patients to physicians of their choice for more definitive care.
 - I. Failure of the physician to discharge full responsibilities in regard to the hospital emergency service shall affect future medical staff recommendations for appointment or privileges.
9. The committee for each clinical department shall make a report to the medical staff every two months of the functions of its department, and shall be prepared to provide material to the Executive Committee for programs as requested.
10. Medical Records: Rules and Regulations
- A. The attending physician shall be responsible for a complete medical record on each patient. A complete history and physical examination shall in all cases be written within 48 hours after admission of the patient. Items of history, progress notes and final discharge notes which are taken by nurses or other unqualified personnel will not be accepted.
 - B. A complete record (except newborn and obstetrical) as a minimum shall include

1. Summary Sheet, which shall consist of:
 - (a) Identification data to be obtained by the admission clerk.
 - (b) Provisional diagnosis to be given at or before admission, except in emergency. In emergency cases, this shall be given within 24 hours.
 - (c) Final diagnosis.
 - (d) Results (condition on discharge).
 - (e) Signature of attending physician or dentist.
 - (f) Pertinent secondary diagnosis or complications.
2. Medical History, which shall include:
 - (a) Complaints.
 - (b) Present illness.
 - (c) Past history.
 - (d) Family history.
3. Physical Examination - complete by systems.
4. Record of Treatment (order sheet)
 - (a) All orders should be signed or initialed whenever possible. This shall be mandatory when complicated therapy is employed and when medications are used which, by law, require prescription.
5. Progress Notes
 - (a) At least one progress note should be written for each three (3) days hospitalization, if the condition of the patient indicates.
 - (b) Patients on the critical list should have daily notes.

(c) Each record shall have:

- (1) A final discharge note which shall include pertinent observations regarding the hospital course and/or
- (2) A formal discharge summary.

6. Clinical Laboratory Record

- (a) All patients over 16 years of age (except obstetrical) shall be required to have a complete blood count, urinalysis and serology plus a chest film if none taken during the past 12 months.
- (b) Patients under 16 years of age (except obstetrical and newborns) shall have a complete blood count and urinalysis.
- (c) Exceptions: Part or all of the routine laboratory work may be omitted if it has been performed elsewhere within 48 hours preceding admission or anesthesia. If the attending physician orders that any part of the laboratory be omitted, it shall be his responsibility to have the omitted data recorded on the chart within 24 hours after admission.

7. Nurses' Notes

- (a) These shall be the responsibility of the director of nurses and shall be completed in accordance with the hospital nurses' procedure manual.
- (b) This shall include a graphic record of temperature, pulse and respiration.
- (c) Nurses shall put name of drug and dosage, and not just the Rx number when recording on the chart.

C. In addition to the above minimum requirements, the following parts shall be included under the indicated circumstances:

1. Operative Record - to be required on all patients on which a surgical operation is performed (excluding surgical

dressings and lumbar punctures). This shall be dictated or written by the surgeon immediately following surgery and shall include:

- (a) Pre-operative diagnosis, which must be given at the time surgery is scheduled and which shall be recorded on the operative record sheet by the surgical supervisor.
- (b) Post-operative diagnosis.
- (c) Name of operation.
- (d) Detailed description of the gross findings, technique, and the organs removed.
- (e) Signature of surgeon.

2. Consultation Report - shall include a complete description of the consultant's findings and recommendations. It must be signed by the consultant. It must be written on forms provided by the hospital. Reports included in the progress notes will not be accepted. Written consultation reports must be included in the records of each of the following:

- (a) Premature interruption of pregnancy or possible pregnancy (except in emergency).
- (b) All first caeserean sections.
- (c) Written consultations shall be included in the medical record on all sterilizations. Complete physical examination by the consultant is not deemed necessary in case of sterilization for reason of grand multi-parity and/or socio-economic reasons.
- (d) All hysterectomies on patients below 50 years of age.
- (e) All major surgical operations where the patient is not considered a good operative risk.
- (f) In all major cases where diagnosis is obscure.

3. Anesthesia Records.

- (a) Each case which shall have a general anesthetic or any other type of anesthesia for a major surgical procedure shall have adequate pre-anesthesia investigation. This shall consist of a physical examination, urinalysis and hemoglobin estimation done at least within 48 hours prior to the administration of the anesthesia.
- (b) The anesthetic record which shall be kept current during the anesthesia shall include a complete record of the anesthetic and drugs used together with a graphic record of pulse and respiration and blood pressure. This must be signed by the anesthetist.
- (c) The anesthetist must always record and sign a complete post-anesthetic follow-up.

4. X-Ray Report.

- (a) All radiographs taken in the hospital X-ray Department shall be subject to review and interpretation by a consulting Radiologist.
- (b) Any X-ray examination done prior to admission which is contributory to the patient's diagnosis or treatment shall be recorded by the attending physician.
- (c) The radiologist shall sign all reports interpreted by him.

5. Tissue Report.

- (a) A written gross and microscopic description of all surgically removed tissues shall be made by the hospital pathologist except for those tissues which, in the judgement of the pathologist, do not warrant microscopic examination.
- (b) The pathologist shall sign all reports dictated by him.

D. Obstetrical Records shall include as a minimum:

1. Summary Sheet - as in B(1).
2. Pregnancy Record - which shall include:
 - (a) The last menstrual period and estimated date of confinement must be included.
 - (b) Past history, including previous pregnancies and their results.
 - (c) Family history.
 - (d) Physical examination which shall include pelvic measurements or results of x-ray pelvimetry in those cases where a diagnosis of inadequate pelvis is made.
 - (e) Rh factor and date and result of serology tests are to be recorded on all obstetrical cases. Charts are to be considered delinquent until this information is recorded.
3. Labor Record - which shall include:
 - (a) Description of the first, second and third stages.
 - (b) Details of position, presentation, station, dilatation and fetal heart tones.
 - (c) Details of anesthesia, if any.
 - (d) Description of placenta, cord and membrane.
4. Newborn Record - which shall include:
 - (a) Measure of length (heel-crown) and weight - to be recorded by the delivery room supervisor.
 - (b) Physician examination.
 - (c) Apgar score one (1) and five (5) minutes after delivery.
5. Record of Treatment - as in B(4).

6. Progress Record - as in B(5).

7. Nurses' Note - as in B(7).

E. Readmission: The record of a patient readmitted for the same illness shall be required to have all parts listed in Section B, with the following exceptions:

1. Instead of the complete medical history, an interval history may be submitted.
2. Instead of the complete physical examination, an interval physical examination may be submitted.
3. If the readmission occurs within 48 hours of the previous discharge, the routine clinical laboratory requirements may be omitted.

F. All incomplete charts on discharged patients shall be submitted to their attending physician or dentist for completion on the twentieth (20th) of each month. These charts shall be completed prior to the first day of the following month or they will be considered delinquent.

G. Record Forms:

1. Forms provided by the hospital and approved by the Medical Record Committee shall be used where possible.
2. Any substituted forms are subject to the approval of the Medical Record Committee. In general, they shall:
 - (a) Conform to size, color, etc., of the approved forms.
 - (b) Include all parts required by the Rules and Regulations.

H. Incomplete Records:

A record shall be classed as incomplete if:

1. Any of the above Rules and Regulations are not adhered to, with the exceptions that may be necessitated by unusual circumstances in an occasional case. When any omissions or exceptions are necessary, the reasons for

these shall be specifically written in the record by the attending physician or dentist. Any such exceptions shall be subject to approval by the Medical Record Committee.

2. The Medical Record Committee may deem any part of the record as grossly insufficient or inadequate. In such instances, the attending physician or dentist may appeal any such ruling by the committee to the staff meeting for reversal.
3. Any incomplete record may not be filed except upon authorization of the Medical Record Committee. In general, this authorization will be given only if the attending physician or dentist has been removed from the Medical Staff.

11. Therapeutic Abortion Committee: Rules and Regulations

A Therapeutic Abortion Committee shall be appointed as provided in the constitution, By-Laws, Rules and Regulations, Article VII, Section 2, Subsection 9, Special Committees, for the purpose of reviewing all cases in which a therapeutic abortion is indicated.

This committee shall consist of any two (2) members of the Medical Staff designated by the chairman of the committee and a third member of the Active Medical Staff, whose medical practice is pertinent to the situation. The report to be in the form of a consultation must be signed by all members of the Abortion Committee. This consultation is to be given without charge.

12. Drugs used in the hospital shall meet the standards of the United States Pharmacopeia.

13. Narcotics, sedatives, antibiotics and anticoagulant drugs that are ordered without time limitations shall be automatically discontinued after seventy-two (72) hours. The nurse in charge of the patient shall be responsible for notifying the physician or dentist at the time the order is discontinued.

Adopted at a regular meeting of the Active Medical Staff.

President of the Staff

Secretary of the Staff

Date _____

Approved by the Board of Trustees.

Secretary of the Board

Date _____