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BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA
THURSDAY, DECEMBER 13, 1973

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MINUTES OF A REGULAR MEETING
BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA
THURSDAY, DECEMBER 13, 1973

A regular meeting of the Board of Regents of the University of Oklahoma was held in Dining Room 5, Oklahoma Memorial Union, on the Norman Campus of the University of Oklahoma, on Thursday, December 13, 1973, beginning at 10:45 a.m.

The following were present: Regent Huston Huffman, President of the Board, presiding; Regents Jack H. Santee, Walter Neustadt, Jr., Mack M. Braly, Thomas R. Brett, Bob G. Mitchell, M.D., and K. D. Bailey.

The following were also present: Dr. Paul F. Sharp, President of the University; Dr. I. Moyer Hunsberger, Provost, Norman Campus; Dr. William E. Brown, Acting Provost, Health Sciences; Vice Presidents Burr, Dean, Morris, Nordby, and White; Mr. Joseph C. Ray, Executive Assistant to the President; Mr. R. Boyd Gunning, Trust Officer; and Mrs. Barbara H. James, Secretary of the Board of Regents.

The minutes of the meeting held on November 8, 1973, were approved as printed and distributed prior to the meeting.

Regent Santee reported the Facilities Planning Committee met on Wednesday afternoon and considered the plans and other matters pertaining to the new Law Center. He said the Committee recommends as follows regarding this project:

1. That the design development plans be approved as presented to the Committee on November 7, 1973.
2. That the Timberdell Road site for the building be approved.
3. That the University administration be authorized to solicit proposals from construction managers for this project.

Approved on motion by Regent Santee.

Regent Neustadt reported he attended the November meeting of the Oklahoma State Regents for Higher Education as the representative of this Board. He said he arrived at the designated hour for the meeting and learned that all items pertaining to the University of Oklahoma had been acted on.

The four items were routine, however, and Mr. Neustadt said he has since learned that all were approved. He said the major item under consideration by the State Regents was their budget recommendation to the Legislature for next year. He said the total increase recommended for the higher education system is \$29.5 million which represents an increase of 32.6%. Mr. Neustadt said he looked at the breakdown for some of the institutions to see how the recommended increases for the University of Oklahoma and our various components compared with increases recommended for other institutions. He presented the following data:

	<u>Percentage Increase for 1974-75 Recom- mended by State Regents</u>
University of Oklahoma, main campus	26.7%
University of Oklahoma Health Sciences Center	40.0%
Law Center	16.0%
Central State University	42.2%
Southeastern State College	48.7%
Carl Albert Junior College	132.5%
Oscar Rose Junior College	144.0%
Seminole Junior College	80.0%

Mr. Neustadt said it is obvious that the emphasis in the increases is on some of the newer institutions.

Mr. Neustadt said the Governor presented his higher education budget request to the HEACO Conference last Saturday which would provide for new money of \$22.7. With the recommended allocations to University Hospital and capital improvement allocations, \$13.68 million would remain for higher education operating budgets. Mr. Neustadt said this represents 46% of the amount requested by the State Regents, which means that the Norman Campus might get \$2 million and the Health Sciences Center \$1.6 over last year. The Law Center, which has been marked for excellence by the State Regents, the Legislature, and our own Board, will only receive approximately a \$72,000 increase. Mr. Neustadt said these are items of concern; he doesn't think we are gaining anything by an increase of \$2 million for this campus, and he believes the Law Center will be terribly handicapped by this allocation.

Mr. Neustadt also called attention to the fact that the University's budget presented to the State Regents for our needs for fiscal year 1974-75 was a formula budget. Somehow, he said, by a process which he does not understand "the apples of our formula budget were converted into the oranges of a program budget by the State Regents". This was done without any input from the University.

Regent Mitchell reported on the activities of the Governor's Health Sciences Center Planning and Advisory Committee. He said the committee has a number of studies under way in regard to the overall parking situation at the Health Sciences Center and some recommendations will be forthcoming soon.

Regent Santee, Chairman of the Health Sciences Center Committee, reported some revisions have been made in the policy governing operation of the College of Medicine Professional Service Auxiliary. The committee has met three times recently to consider these revisions, which have been put together in the form of a new policy statement. He said the changes are substantially technical in nature, but also constitute a clarification of some provisions that have been misconstrued on the part of the faculty. Regent Santee said the revised policy has been submitted to the faculty and some members of the staff have gone over the proposed changes with them. At this time we are waiting for a further response and therefore action by the Board at this time on the revised policy would be premature. Because of time constraints under which we are working, however, he said it is desirable that the document be accepted at the earliest possible date. He reminded the Regents that information on the proposed changes has been forwarded to each of them; it is anticipated that any further changes would be minor and not substantive. He said the Health Sciences Center Committee recommends, and he so moved, that the Board authorize that Committee to approve the revised Policy on Governance and Operation of the Professional Service Auxiliary of the College of Medicine with a report on the action taken to be presented at the January meeting of the Board. Approved.

Regent Santee presented one additional item--the following memorial resolution recognizing Mrs. Mary Zahasky's contribution to the University:

BE IT RESOLVED, that the Regents of the University of Oklahoma express their sadness over the recent passing of Mrs. Mary C. Zahasky and acknowledge her many contributions to the University.

Mrs. Zahasky joined the University Hospitals in 1947 as Assistant Director of the Department of Dietetics and shortly thereafter was elevated to the position of Director of both the Department of Dietetics and the Dietetic Intern Program. Her hospital service and educational program progressed rapidly and reached national prominence under her leadership. Graduates of her program have assumed responsible positions in hospitals throughout the country. With the reorganization of the Health Sciences Center in the late 1960s, Mrs. Zahasky was appointed Chairman of the Department of Nutrition and Dietetics within the College of Allied Health Professions. This program has flourished and gained much credit for the University.

Mrs. Zahasky gave untold hours of service to the University Senate and various University committees. Her drive and outgoing personality always placed her in a leadership position. We admired and respected her and through this resolution we wish to convey our feelings to her family.

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Regent Santee moved adoption of the resolution and that it be transmitted to her family. Approved.

A. The Health Sciences Center

II. Academic

a. Faculty Personnel

LEAVES OF ABSENCE:

Bernard Rabinovitch, Professor of Biochemistry and Molecular Biology, sabbatical leave of absence with half pay, August 1, 1974 to May 1, 1975. To study at the University of Essex, England.

Kelly M. West, Professor of Medicine, leave of absence without pay, October 1, 1973 to October 1, 1974.

APPOINTMENTS:

John W. Gaffney, M.B.A., Adjunct Assistant Professor of Family Practice and Community Health, College of Health and Allied Health Professions, without remuneration, September 1, 1973.

APPOINTMENT:

NAME	TITLES	FTE INCOME CEILING	GUARANTEED BASE SALARY		PSA EARNINGS POTENTIAL	EFFECTIVE DATE	REMARKS
			TENURED	NON-TENURED			
Ahmet Koker, M.D.	Assistant Professor of Anesthesiology	\$50,000	- 0 -	\$31,089	\$18,911	12-1-73	
CHANGES:							
James R. Allen	Associate Professor of Psychiatry and Behavioral Sciences	62,000	From: \$16,460 To: 5,067	From: \$11,740 To: 23,133	33,800	11-1-73	
Michael Althoff	Assistant Professor of Psychiatry and Behavioral Sciences	FROM: WITHOUT REMUNERATION To: \$30,000	To: - 0 -	To: 14,671	To: \$15,329	10-14-73	Salary from VA Hospital.
Alfred Bibby	Special Instructor in Family Practice and Community Health	FROM: WITHOUT REMUNERATION To: N. A.		To: 1,500	To: N.A.	8-1-73	8% time.
Charles A. Carmack	Promoted from Associate Professor to Professor of Anesthesiology, College of Medicine. January 1, 1974. Retains title Associate Professor of Anesthesiology, College of Dentistry.	FROM: \$69,000 TO: 78,000	From: 7,254 To: 7,800	\$33,177	From: 28,569 To: 37,023	12-1-73	
Richard A. Carothers	Assistant Professor of Psychiatry and Behavioral Sciences	35,000	- 0 -	From: 16,682 To: 17,497	From: 18,318 To: 17,503	10-14-73	Increase in VA Salary.
Harold Chandler	Associate Professor of Psychiatry and Behavioral Sciences	54,000	- 0 -	From: 26,938 To: 31,519	From: 27,062 To: 22,481	10-14-73	Increase in VA Salary.
Charles W. Clark	Assistant Professor of Psychiatry and Behavioral Sciences	42,000	- 0 -	From: 20,357 To: 22,744	From: 21,643 To: 19,256	10-14-73	Increase in VA Salary.
Colin C. Doyle	Assistant Professor of Psychiatry and Behavioral Sciences	32,600	- 0 -	From: 15,394 To: 17,497	From: 17,206 To: 15,103	10-14-73	Increase in VA Salary.
Douglas H. Fehr	Assistant Professor of Psychiatry and Behavioral Sciences	From: 34,200 To: 35,000	- 0 -	From: 16,682 To: 17,497	From: 17,518 To: 17,503	10-14-73	Increase in VA Salary.
Lazaro Gonzales	Special Instructor in Family Practice and Community Health	FROM: WITHOUT REMUNERATION To: N.A.	To: - 0 -	To: 1,500	To: N. A.	8-1-73	8% time.
Thomas Kotheimer	Special Instructor in Family Practice and Community Health	FROM: WITHOUT REMUNERATION To: N.A.	To: - 0 -	To: 1,500	To: N. A.	8-1-73	8% time.
Edward Kuekes	Associate Professor of Medical Psychology in Psychiatry and Behavioral Sciences	55,000	- 0 -	From: 24,300 To: 27,479	From: 30,700 To: 27,521	10-14-73	Increase in VA Salary.
Agustin D. Lopez	Associate Professor of Psychiatry and Behavioral Sciences	68,000	- 0 -	From: 34,074 To: 35,799	From: 33,926 To: 32,201	10-14-73	Increase in VA Salary.
Mary R. Baker	Promoted from Assistant Professor to Associate Professor of Anesthesiology, January 1, 1974.	FROM: 58,000 TO: 65,000	- 0 -	30,295	From: 27,705 To: 34,705	12-1-73	

CHANGES CONTINUED:

NAME	TITLES	FTE INCOME	GUARANTEED BASE SALARY		PSA EARNINGS	EFFECTIVE	REMARKS
		CEILING	TENURED	NON-TENURED	POTENTIAL	DATE	
Harry Martin	Assistant Professor of Psychiatry and Behavioral Sciences	\$48,000	- 0 -	From: \$23,642 To: 24,811	From: \$24,358 To: 23,189	10-14-73	Increase in VA Salary.
Nelson Myers	Special Instructor in Family Practice and Community Health	FROM: WITHOUT REMUNERATION To: N. A.	To: - 0 -	To: 1,500	To: N. A.	8-1-73	8% time.
William C. Orr	Assistant Professor of Psychiatry and Behavioral Sciences	38,000	- 0 -	From: 19,854 To: 20,827	From: 18,146 To: 17,173	10-14-73	Increase in VA Salary. Termination of salary from University sources.
Pamela Parrish	Assistant Professor of Psychiatry and Behavioral Sciences	58,000	- 0 -	From: 29,589 To: 33,915	From: 28,411 To: 24,085	10-28-73	Increase in VA Salary.
R. Gibson Parrish	Deletion of title Professor and Vice Chairman of Anesthesiology, College of Dentistry; given additional title Coordinator, Admissions and Student Relations, College of Medicine. Retains titles Professor and Vice Chairman of Anesthesiology, College of Medicine and Professor and Vice Chairman of Respiratory Therapy	78,000		From: \$29,960 To: 30,130 \$ 2,625	From: 45,415 To: 45,245	12-1-73	
K-Lynn S. Paul	Assistant Professor of Psychiatry and Behavioral Sciences	53,000	- 0 -	From: 26,898 To: 28,263	From: 26,102 To: 24,737	10-14-73	Increase in VA Salary.
Richard J. Sinclair	Instructor in Research Anestheiology	17,000	- 0 -	From: - 0 - To: 600	From: 17,000 To: 16,400	12-1-73	
James C. Spalding	Assistant Professor of Psychiatry in Psychiatry and Behavioral Sciences	60,000	- 0 -	From: 30,018 To: 31,519	From: 29,982 To: 28,481	10-14-73	Increase in VA Salary.
Delbert L. Vanderpool	Assistant Professor of Psychiatry and Behavioral Sciences	34,000	- 0 -	From: 16,682 To: 17,497	From: 17,318 To: 16,503	10-14-73	Increase in VA Salary.
Andre M. Weitzenhoffer	Associate Professor of Psychiatry and Behavioral Sciences	48,000	- 0 -	From: 23,642 To: 24,811	From: 24,358 To: 23,189	10-14-73	Increase in VA Salary.
Roger G. Whittaker	Special Instructor in Family Practice and Community Health	FROM: WITHOUT REMUNERATION To: N.A.	To: - 0 -	To: 1,300	To: N. A.	8-1-73	10% time.
JoAnn G. Wine	Assistant Professor of Pediatrics	From: \$51,000 To: N.A.	- 0 -	From: 18,990 To: 7,012	From: 32,010 To: N. A.	9-17-73	Changed from full time to 2/5 time.
Opal Mae Zschiesche	Assistant Professor of Family Practice and Community Health	FROM: WITHOUT REMUNERATION To: 55,000	To: - 0 -	To: 32,520	To: 22,480	7-1-73	

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CHANGES:

David R. Billington, title changed from Associate Director to Acting Director of Learning Resources Center, salary increased from \$18,504 (\$12,600 state, \$5,904 grant) to \$21,504 (\$12,600 state, \$8,904 grant) for 12 months, January 1, 1974 for as long as Acting Director only. Retains titles Assistant Professor of Community Dentistry and Assistant Professor of Psychiatry and Behavioral Sciences, Colleges of Medicine and Dentistry, and Coordinator of Teaching and Learning Development Section.

Richard E. Carpenter, deletion of title Acting Chairman of Neurology, August 1, 1973; salary changed from \$6,252 (state) for 12 months to without remuneration, November 1, 1973. Retains titles Clinical Professor of Medicine and of Neurology.

Barbara H. Chesney, Adjunct Assistant Professor of Psychiatry and Behavioral Sciences, College of Medicine; given additional title Visiting Lecturer in Family Practice and Community Health, College of Medicine, November 1, 1973.

Richard G. Dotter, Assistant Clinical Professor of Neurology and Clinical Instructor in Medicine, salary changed from \$6,252 (state) for 12 months to without remuneration, November 1, 1973.

Jack D. Griffith, Assistant Professor of Biostatistics and Epidemiology, salary increased from \$18,000 (grant) to \$25,000 (grant) for 12 months, November 1, 1973.

Michael H. Ivey, Professor and Chairman of Parasitology and Laboratory Practice and Professor of Family Practice and Community Health, College of Medicine; given additional title Professor of Microbiology and Immunology, College of Medicine, October 1, 1973.

Crystil E. Jeck, deletion of title Assistant Professor of Laboratory Medicine, November 1, 1973. Retains title Assistant Professor of Medical Technology.

Marcelo J. Puiggari, deletion of title Acting Vice Chairman of Neurology, August 1, 1973; salary changed from \$6,252 (state) for 12 months to without remuneration, November 1, 1973. Retains title Clinical Assistant Professor of Neurology.

Jon L. Reisig, Assistant Professor of Radiologic Technology, College of Health and Allied Health Professions, salary changed from without remuneration to \$11,520 (state) for 12 months, December 1, 1973.

Bertram E. Sears, promoted from Associate Professor to Professor of Anesthesiology, January 1, 1974. Retains title Associate Professor and Chairman of Respiratory Therapy.

TERMINATIONS:

Rex W. Daugherty, Preceptor, Pawhuska, declined to accept 1973-74 appointment.

Richard E. Drisko, Director of Learning Resources, Professor of Community Dentistry, and Professor of Family Practice and Community Health, Colleges of Medicine and of Health and Allied Health Professions, January 1, 1974. To take position with Veterans Administration.

Harry C. Ford, Associate Preceptor, Miami, declined to accept 1973-74 appointment.

Marla M. Graber, Instructor in Medical Library Sciences, College of Health and Allied Health Professions, November 17, 1973.

Marilyn P. Guin, Instructor in Medical Library Sciences, College of Health and Allied Health Professions, January 9, 1974.

R. Fred Harper, Associate Preceptor, Pawhuska, declined to accept 1973-74 appointment.

Michael Jordan, Associate Preceptor, Pawhuska, declined to accept 1973-74 appointment.

Daniel M. Lane, Instructor in Pediatrics, October 16, 1972.

Wesley T. Manning, Associate Preceptor, Pawhuska, declined to accept 1973-74 appointment.

Dobrivoje Marinkovic, Research Associate in Biochemistry and Molecular Biology, College of Medicine, July 1, 1973.

Louis A. Martin, Associate Preceptor, Sapulpa, declined to accept 1973-74 appointment.

James R. Priest, Associate Preceptor, Pawhuska, declined to accept 1973-74 appointment.

Thomas Rubio, Associate Professor of Pediatrics, October 1, 1973. Went into private practice.

In the agenda for this meeting the names of seven individuals were included for appointment as Instructors in Communication Disorders, a change from their present non-academic status. President Sharp requested that these be removed from consideration by the Regents because they are all paid from grants and contracts and we have no assurance of renewal of these agreements for next year and no knowledge of the source of support. He said the request that they be removed from the agenda was submitted to him from Acting Dean Smith via Dr. Brown. The Regents were agreeable.

On motion by Regent Brett the balance of the personnel items were approved.

President Sharp reported also the death of Marvin B. Glisman, Assistant Clinical Professor Emeritus of Medicine, on October 13, 1973.

b. College of Health and Allied Health Professions

President Sharp reported that because of recent very serious changes in federal funding of health programs, the faculty and administration of the Health Sciences Center instituted a study of the College of Health and Allied Health Professions for the purpose of streamlining the administration and changing programs where necessary in order to bring the College within operating funds. He said the recommendations outlined have been discussed with the departments concerned and approved. Additional recommendations pertaining to this College may be presented at a later date.

President Sharp recommended approval of the following steps for reorganization of the College of Health and Allied Health Professions:

1. That the Department of Parasitology and Laboratory Practice cease to exist, even on paper, effective July 1, 1974. All students presently finishing their degree requirements should be completed by that date.
2. That the following actions be taken in the Department of Family Practice and Community Health:
 - a. That the Physician's Associate Program be transferred to the College of Medicine and the degree granted changed from Bachelor of Health to Bachelor of Science, effective July 1, 1974. The Physician's Associate Program is part of a federal capitation grant now administered through the College of Medicine. The training of these students more closely parallels that of medical students than that of other allied health professionals and many of their classes are with the medical students.

- b. That the Family Medicine Clinic and all clinical training of physicians (residents) be transferred to the College of Medicine, effective July 1, 1974. It is appropriate that all residency training of physicians be maintained in the College of Medicine.
 - c. That the Department be transferred from the College of Health and Allied Health Professions to the Colleges of Medicine and Dentistry as a clinical department with a change in name to Department of Family Practice and Community Medicine and Dentistry, effective July 1, 1974; that the graduate college training be discontinued in this department as of July 1, 1974, but allow the option to remain to permit application for a graduate degree program through normal channels at a later date.
3. That the Departments of Environmental Health and Human Ecology be merged for administrative purposes effective January 1, 1974. All tenured faculty of both departments will be retained in the merged department. All non-tenured faculty who cannot be covered by known existing funds will be notified according to the guidelines set forth in the Tenure Regulations that their contracts will not be renewed.

Regent Huffman commented that this was reviewed by the Health Sciences Center Committee of the Board and bears a recommendation to approve from that Committee.

Approved on motion by Regent Santee.

IV. Finance and Management

a. Non-Academic Personnel

RESIGNATION:

Gerald H. Gillman, Associate Vice President, Administrative Affairs, November 9, 1973.

Approved on motion by Regent Brett.

b. Health Care Fee

President Sharp said prior to the separation of University Hospitals from the University of Oklahoma on July 1, 1973, health services for students on our Health Sciences Center Campus were provided by our own physicians in the Hospital. With the separation of the Hospitals, this service is no longer available. Since many of our students work in the clinical areas and are exposed to all types of illnesses, it is especially important that health services be available for them similar to the service provided on the Norman Campus and in other colleges and universities.

We have recently completed arrangements for the Family Medicine Clinic to provide health care services commencing immediately. \$21,500 has been budgeted from E&G funds to partially support these services for 1973-74, but additional funds will be required from student fees to support these services for the balance of this fiscal year and for the future. A \$6.00 per student per semester fee has been proposed for this purpose.

This proposal for an additional fee has been presented to the students at the Health Sciences Center and the student council for each college has approved the plan.

President Sharp recommended approval of a \$6 per student per semester Health Care Fee for students enrolled on the Health Sciences Center Campus, effective with the 1974 spring semester. This fee will require subsequent approval of the State Regents for Higher Education.

Approved on motion by Regent Santee.

c. Proposal Report

The following summary of proposals for contracts and grants for the Health Sciences Center for November, 1973, was presented:

UNIVERSITY OF OKLAHOMA HEALTH SCIENCES CENTER
PROPOSAL REPORT

November 1973 - New Proposals	Amount
<u>COLLEGE OF MEDICINE</u>	
Principal Investigator: Preben Bjerregaard, M.D.	\$ 8,500.00
Department: Medicine	
Project Title: Pressure-rate hysteresis in early hypertensives	
Submitted to: Oklahoma Heart Association	
Project Period: 7-1-74 / 6-30-75	

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Principal Investigator: William W. Cook, M.D. Department: Medicine Project Title: Cardiac Arrhythmias in chronic obstructive lung disease Submitted to: Oklahoma Heart Association Project Period: 7-1-74 / 6-30-76	22,680.00
Principal Investigator: Tushar K. Chowdhury, Ph.D. Department: Physiology and Biophysics Project Title: Does Concanavalin A Revert tumor cells? Submitted to: American Cancer Society	17,850.00
Principal Investigator: Kurt M. Dubowski, Ph.D. Department: Medicine Project Title: Breath-Alcohol Analysis-Specificity Aspects Submitted to: Omicron Systems Corporation Project Period: 12-1-73 / 11-31-74	9,850.00
Principal Investigator: Joseph J. Ferretti, Ph.D. Department: Microbiology and Immunology Project Title: A genetic study of Group A streptococci Submitted to: Oklahoma Heart Association Project Period: 7-1-74 / 6-30-75	6,500.00
Principal Investigator: Peter Norman Gray, Ph.D. Department: Biochemistry and Molecular Biology Project Title: Studies on the mechanisms of polyomavirus-induced transformation in non-permissive host cells Submitted to: Damon Runyon Memorial Fund Project Period: 3-1-74 / 2-28-76	73,379.00
Principal Investigator: Frank A. Holloway, Jr., Ph.D. Department: Psychiatry and Behavioral Sciences Project Title: Time dependent factors in learning & retention Submitted to: National Science Foundation Project Period: 2-1-74 / 1-31-76	45,000.00
Principal Investigator: G. Bennett Humphrey, M.D. Department: Pediatrics Project Title: Southwest Oncology Group, Pediatric Division Submitted to: DHEW Agency No. R10 CA 11233-06 (Continuation) Project Period: 1-1-74 / 12-31-74	59,505.00
Principal Investigator: James T. Price, Ph.D. Department: Pathology Project Title: The effect of aspergillus endotoxin on the heart Submitted to: Oklahoma Heart Association Project Period: 6-74 / 7-75	9,000.00

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Principal Investigator: Michael P. Lerner, Ph.D. 7,185.00
Department: Microbiology and Immunology
Project Title: Infection of beating heart cells with Coxsackievirus
Submitted to: Oklahoma Heart Association
Project Period: 7-1-74 / 6-30-76

Principal Investigator: Arthur Nunnery, M.D. 14,030.40
Department: Biostatistics and Epidemiology
Project Title: Proposal for extension of CLINFO contract
Submitted to: National Institutes of Health
Agency No. NIH-DRR 72-2098 (Continuation)
Project Period: 11-1-73 / 2-15-74

Principal Investigator: Lotfy L. Basta, M.D. 7,600.00
Department: Medicine
Project Title: Noninvasive correlates of left ventricular compliance
Submitted to: Oklahoma Heart Association
Project Period: 7-1-74 / 6-30-75

Principal Investigator: Robert Delaney, Ph.D. 8,600.00
Department: Biochemistry and Molecular Biology
Project Title: Cholera toxin control of cell metabolism
Submitted to: Oklahoma Heart Association, Inc.
Project Period: 7-1-74 / 6-30-76

Principal Investigator: Edward D. Frohlich, M.D. & Kelly West. 164,850.00
Department: Medicine
Project Title: Hypertension Education in Indian-Rural Populations
Submitted to: National Institutes of Health
Project Period: 5-1-74 / 4-30-77

Principal Investigator: James F. Hammarsten, M.D. 69,629.00
Department: Medicine
Project Title: Natural history of chronic bronchitis-emphysema
Submitted to: National Institutes of Health
Agency No. R01 HL13667-08 (Continuation)
Project Period: 12-1-73 / 11-30-74

Principal Investigator: William A. Munter, Ph.D. 76,154.00
Department: Medicine
Project Title: Turbulent flow in the production of aneurysms
Submitted to: National Science Foundation
Project Period: 7-1-74 / 6-30-75

Total Proposals November 1973 \$600,312.40

REGIONAL MEDICAL PROGRAM

Principal Investigator: Albert M. Donnell	\$224,464.00
Department: Regional Medical Program	
Project Title: Regional Medical Program	
Submitted to: RMP Service, Washington	
Agency No. G03 RM00023 (Phase out)	
Project Period: 1-1-74 / 12-31-74	
	<hr/>
Total	\$224,464.00
Grand Total November 1973	<u>\$835,250.40</u>

President Sharp recommended that the President of the University or his designees be authorized to execute contracts on the pending proposals as negotiations are completed. The contract budgets may differ from the proposed amounts, depending upon these negotiations.

Approved on motion by Regent Bailey.

d. Gas Sterilization Equipment

President Sharp said bids have been received through the State Board of Public Affairs for a gas sterilizer and a gas aerator to be installed in Everett Tower.

Bids received are:

	<u>Melton Co.</u>	<u>American Sterilizer Co.</u>
1 only gas sterilizer	\$2,950	\$14,308
1 only gas aerator	1,380	1,866

The equipment offered by Melton Company did not meet specifications as to type, size, controls, recording apparatus and a number of other essential requirements.

The University Hospital administration has requested this purchase. Payment will be made from the project funds for Everett Tower.

President Sharp recommended that the award for furnishing the gas sterilizer and aerator be made to the American Sterilizer Company of Erie, Pennsylvania.

Approved on motion by Regent Neustadt.

V. Operations and Physical Plant

a. Joint Policy Advisory Board

President Sharp said the Affiliation Agreement between the Department of Institutions, Social and Rehabilitative Services and the University of Oklahoma Board of Regents pertaining to Oklahoma Children's Memorial Hospital provides for the establishment of a Joint Policy Advisory Board consisting of ten members, five to be appointed by the University Regents and five to be appointed by the Department.

President Sharp recommended the appointment of the following to serve on the Joint Policy Advisory Board:

Dr. Robert M. Bird, Dean of our College of Medicine
Dr. Harold Zallen, Associate Vice President for
Administration and Finance, Health Sciences Center
Dr. Thomas H. Tucker, Chief Counsel
Dr. Stanley Deutsch, Professor and Head, Department
of Anesthesiology
Dr. G. Rainey Williams, Professor and Vice Chairman,
Department of Surgery

He said these appointments will be effective immediately and will continue to January 1, 1975. Subsequent appointments to the Joint Policy Advisory Board will be for one-year terms, January 1 to January 1.

The Regents' Health Sciences Center Committee concurs in this recommendation.

Approved on motion by Regent Mitchell.

b. University Hospital Agreements

At the request of the President of the University of Oklahoma and the Administrator of University Hospital, Dr. Thomas H. Tucker, Chief Counsel for the University of Oklahoma, and Mr. Gerald H. Gillman, Special Negotiator for University Hospital, entered into negotiations in an attempt to resolve some twenty items relating to past, present and future activities of the two institutions. These items were left open by the transfer of property and accounts to a separate governing board for the University Hospital which occurred on July 1, 1973. In presenting the negotiated agreements to President Sharp and Dr. Dalston, the two negotiators made the following statements:

"We understood that our charge was to resolve these matters in a fair and equitable manner for both institutions. We are guided by the realization that this agreement should be the basis of a long-term cooperative relationship between the institutions.

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"We have been negotiating for over one month and now feel that we have reached an equitable settlement of these items. We are transmitting them to you for your review and approval. We realize that individuals in each institution will take exception to one item or another. However, we, as negotiators, caution both parties against proposing changes without taking into account the fact that for each concession made there was a concession given. The delicate fabric of such complex negotiations can be easily torn beyond repair. We recommend the adoption of this negotiated settlement without change. We will begin to implement the terms of the Agreement as soon as it is approved."

The position of University Hospital and the University of Oklahoma, as well as the negotiated settlement, was presented for each of the items, as follows:

HOSPITAL POSITION

1. REAL PROPERTY

A. The Hospital proposes that the University convey, by warranty deed, all land, buildings and appurtenances of the entire block on which the Hospital is located. Specifically property bordered by 11th Street, Phillips, 13th and Everett Way.

The Hospital maintains that this is the minimum needed for the operation of the present facilities and to provide for any expanded activities that will be needed, for example, support facilities for Everett Tower. We feel that this was the intent of the Legislature when it passed Senate Bill 325.

The University should bear in mind that the housing of clinical faculty and teaching space is an integral part of this need and should support our request. The Hospital will be fully affiliated with the University and must have sufficient physical space to house facilities for practice, teaching and research. Since the Hospital will have need for the space presently occupied by University Security, Site Support, Housekeeping, Landscape Shop for Hospital development and support activities, these buildings should be vacated within the next year.

B. The Hospital proposes that the University convey, by warranty deed, the property known as "H" parking lot located immediately South of the Hospital between 10th and 11th Streets.

The land was acquired with HERO Bond funds and this would be in keeping with their purpose. HERO Bond funds were used to construct the Everett Tower and will be used for some remodeling of hospital space during the next year.

The Hospital can document that it needs at least this many parking spaces to support the number of beds we plan to operate, as well as our Outpatient Clinic needs. Convenience of parking to the Hospital and Clinics is essential if we are to encourage their use by a broader spectrum of the public and to provide adequate service and parking to all. Again, strength of patient load will materially help the University by expanding the faculty practice and providing a broader base of teaching patients.

The Hospital recognizes its liability to reimburse the University for the construction costs of this parking lot over a period of years.

Clinical faculty and other health faculty based in the Hospital would be provided parking spaces in this lot.

The Hospital strongly feels that the basic issue in meeting its parking requirements is control and response. In other words, if we control our own parking, we can get the response needed to meet our requirements. The University has been quite insensitive to the Hospital's needs in the past and we have no reason to believe that it will improve in the future. The Hospital's very existence depends on our ability to attract patients and employees that are in short supply. Unique needs for debilitated patients who need help and direction when they arrive here are not a part of the University's planning.

It should also be pointed out that the University plans to charge employees \$10.00 per month for parking. The other State entities on the Health Sciences Center and at the Capitol park free. Again, the Hospital's need for employees that are in short supply, like registered nurses, dictate that we provide safe, convenient parking 24 hours a day for our employees at little or no cost. This need has not been adequately recognized by the University.

UNIVERSITY'S POSITION

1. REAL PROPERTY

A. The University is extremely short of administrative space and has had to rent space from other entities in order to meet its needs. The University would, therefore, like to retain the B Wing and the staff quarters to be remodeled for use by the administration. It is the University's understanding that this does not interfere with the projected number of beds in the hospital complex. The University also feels that it must retain the small maintenance buildings located behind the Hospital since these house the maintenance and housekeeping services of the University which supply the Hospital, as well as the University.

The Research Building which faces on 13th street is not and never has been considered part of the Hospital. It does not contain patient care facilities nor does it contain laboratory space related to the Hospital. The only functions carried on within the research building are those of research pursuant to research grants made to the University of Oklahoma. This is a teaching research facility unrelated to the Hospital except by proximity and it should not be transferred.

B. All parties in the Health Sciences Center are in need of parking; faculty and students as well as patients and patient visitors. The University does not feel, therefore, that the parking lot known as "H Lot" between 10th and 11th Streets should be transferred, but that it should be retained and operated by the University for the benefit of the Hospital, as well as the academic community.

The University feels that there is sufficient space on the block to permit the construction of a parking facility which can provide all the parking space needed by the Hospital. The Board of Trustees of the Hospital have the authority to issue revenue bonds for this purpose. The University considers it desirable that the parking for employees and patients be as close to the Hospital as possible. This arrangement will make it ultimately possible for the employees, patients, and visitors of the Hospital to park their cars in a facility directly connected to the Hospital, thereby making it possible for them to enter the Hospital without having to cross a busy four-lane divided street. It is generally not desirable to have patients cross a busy street to get to the Hospital. This is particularly true of the very elderly and those in wheel chairs. Furthermore, this greatly improves the security of vehicles and makes it much safer for female employees whose working hours require them to enter the hospital at night.

AGREEMENT

1. REAL PROPERTY

It is agreed that the University will transfer all land, buildings and appurtenances on the entire block bounded by Eleventh Street, Phillips, Thirteenth Street, and Everett Way, on which the Hospital is located, with the exception of the Research Building, which is an educational facility rather than a hospital facility. This conveyance will include the Site Support, Landscaping and Housekeeping shops which are located on that block, as well as the 150 space parking lot at the corner of 11th Street and Phillips. This also includes the "B" Wing and Staff Quarters. (The University will reserve easements for utility tunnels where necessary).

The University agrees to move University Security, Site Support, Housekeeping, the Landscaping Shops and all their personnel out of the buildings located behind the Hospital within the year following the signing of this Agreement. The Hospital agrees that they may, in the interim, occupy these facilities rent free.

The University recognizes the concern of the Trustees that sufficient surface parking be maintained available to the Hospital pending the construction of multi-level parking facilities. The University, therefore, agrees that it will not diminish the number of surface parking spaces in the "H" Lot, which is located South of 11th Street (11th Street separates this lot from the Hospital) for a period of ten (10) years without first securing the approval of the Board of Trustees of The University Hospital. The University further agrees to set aside a sufficient number of spaces to accommodate the visitors to the Hospital and that access to these spaces may be achieved by way of coin-operated gate. The Board of Trustees of The University Hospital will decide the number of spaces needed for visitors recognizing that their decision will affect the number of employees parking spaces available. The University further agrees that it will make spaces available to the personnel of the Hospital in the remainder of the parking lot on the same basis as they are available to the personnel of the University. It is understood that a monthly charge for parking in this lot is necessary to retire the costs of the construction of the surface parking. The University agrees, however, to charge a rate no higher than that required to amortize the costs of the lot and to maintain it.

The University agrees: (1) The rate for employee parking will not exceed Three Dollars (\$3.00) per month until the University can demonstrate that their costs exceed this amount. (2) An attendant will be on duty from 8:00 A.M. through 9:00 P.M. daily, including Saturday and Sunday. (3) Visitor parking rate will not exceed Fifty Cents (\$.50). (4) Security will be provided on the parking lot on a twenty-four hour basis seven days per week. It is our understanding that Oklahoma City Urban Renewal Authority is arranging for a traffic light at Eleventh Street and Everett Way.

The University agrees to confer regularly with the Hospital in the operation and management of this parking lot.

Both the Hospital and the University consider it desirable that the parking for employees, patients, and patient visitors be as close to the Hospital as possible. Ideally, a facility directly connected to the Hospital will be the best long-term solution of the Hospital's parking problem. This would be particularly helpful for the very elderly and those in wheel chairs. It is also a better solution for the security of vehicles and makes it safer for female employees whose working hours require them to enter or leave at night.

Nothing in this Agreement is to be construed in such a way as to prohibit the University and the Hospital from entering into subsequent cooperative ventures for the purpose of improving the parking in the Center, either for themselves or others, and both parties pledge full cooperation one with the other in the years to come.

HOSPITAL'S POSITION

2. SETTLEMENT OF THIRD PARTY CLAIMS RELATED TO 1972-73

- A. Invoices for supplies and services - \$19,512.25
- B. Supplemental Payroll charges for June, 1973 services on the Hospital's July, 1973 supplemental payroll - \$9,597.94.
- C. Long distance telephone charges made in June, 1973, and billed by the telephone company in July, 1973 - approximately \$6,500.00

The Hospital feels that it would be prohibited by Senate Bill 325 from paying these items because they relate to fiscal year 1972-73. Our reading of this Bill indicates to us that regardless of how we might feel in this matter, these are obligations of the University and predate the operating existence and authority of the Hospital Board of Trustees.

The Hospital feels that it would be grossly unfair and not in keeping with the spirit of Senate Bill 325 if the University cancelled any encumbrances made on behalf of the Hospital prior to July 1, 1973. The University committed their support to these Hospital needs and now they intend to withdraw it. We therefore, feel that the University should pay these obligations and not cancel any encumbrances.

UNIVERSITY'S POSITION

2. SETTLEMENT OF THIRD PARTY CLAIMS

Just prior to the separation of the Hospital from the University of Oklahoma and after the passage of SB 325, the Hospital ordered large quantities of supplies unrelated to the activation of Everett Tower. The Hospital, in essence, "stocked up" just prior to July 1st, while it was still possible to do so on University funds. It is the feeling of the University that it is only fitting that the Hospital pay for these supplies. It is also felt by the University that all amounts which became due and owing after July 1, 1973, such as supplemental payroll (for June), and long-distance telephone charges (for calls made in June) should be borne by the Hospital.

AGREEMENT

2. SETTLEMENT OF THIRD PARTY CLAIMS

The University agrees to pay in full the following:

a. Invoices for supplies and services	\$19,512.25
b. Supplemental payroll	9,597.94
c. Long-distance telephone charges	<u>6,500.00</u>
	\$35,610.19

HOSPITAL'S POSITION

3. THE AMERICAN APPRAISAL CONTRACT

It is our belief that this is a contract between the University of Oklahoma Board of Regents and The American Appraisal Company, even though no encumbering documents were prepared related to it. The Board of Trustees for the Hospital was not in existence at the time this obligation occurred so I can see no way that the Hospital could be held liable for it. On the other hand, the University, Oklahoma Children's Memorial Hospital and the University Hospital benefited from this contract. I therefore suggest that the University pay this obligation and that Oklahoma Children's Memorial Hospital and University Hospital reimburse the University for an appropriate share of the cost which approximates the benefit received by each entity from this contract. The Hospital might be willing to share this expense at a level as high as \$10,000.

UNIVERSITY'S POSITION

3. THE AMERICAN APPRAISAL CONTRACT

The American Appraisal contract was entered into by the Board of Regents after passing of SB 325 at the request of the Hospital administration with the understanding that there were sufficient funds in the Hospital budget to meet the costs of this service. The purpose of the American Appraisal Contract was to establish a cost basis for facilities, fixtures, and equipment which might be amortized over a period of time as a part of the costs of Hospital operations. This amount would then be reflected in the day to day room rate of the Hospital as is standard hospital practice. This expenditure was incurred at the request of the Hospital with the assurance that the Hospital had sufficient funds to meet the obligation and in all fairness, the Hospital should pay American Appraisal.

AGREEMENT

3. THE AMERICAN APPRAISAL CONTRACT

The University agrees to pay American Appraisal and the Hospital agrees to reimburse the University a portion of this expense in the amount of \$10,000.00.

HOSPITAL'S POSITION

4. THE TOUCHE-ROSS CONTRACT

This again is a contract between the University and Touche-Ross. The scope of the work under this contract includes an audit and a financial report

covering the activities of the University, Oklahoma Children's Memorial Hospital and the University Hospital for Fiscal Year 1972-73. It is our understanding after checking with the Capitol, that the University encumbered \$50,000 to cover the estimated cost of this contract. Since the Hospitals were a part of the University last year, we believe that we should share the benefit of the amount encumbered. It is also our understanding that due to the additional work involved caused in part by the separation of the two hospitals from the University, the costs will exceed the amount encumbered. The University Hospital is willing to share this additional cost on an equitable basis with the University and Oklahoma Children's Memorial Hospital. We would suggest that The University Hospital's share of the additional cost be set at one-third. We would reimburse the University upon appropriate billing.

UNIVERSITY'S POSITION

4. THE TOUCHE-ROSS CONTRACT

The Touche-Ross contract was entered into by the Board of Regents for the purpose of securing an independent external auditor different from those used in the past. The nature of their work is such that it was of great benefit to both the University and the Hospital, particularly in the determination of cost for patient day necessary for the application for rate increases made to the Cost of Living Council. Much of this work has transpired since July 1, 1973. It seems appropriate that the costs of this service, especially that portion rendered after July 1, be shared by the Hospital.

AGREEMENT

4. THE TOUCHE-ROSS CONTRACT

The University agrees to pay Touche-Ross and the Hospital agrees to reimburse the University one-third (1/3).

HOSPITAL'S POSITION

5. REVOLVING FUND

Senate Bill 325, §3306.9, Transfer of Properties and Funds under Subsection B, is quoted in part as follows: "The University Hospital's pro-rata share of the University of Oklahoma Health Sciences Center Revolving Fund shall be transferred to the University Hospital Revolving Fund." A literal interpretation of this language leads us to believe that the entire Revolving Fund balance is involved in this transaction. We understand that the balance in the Revolving Fund was \$77.78 at the close of business on June 30, 1973. We also understand that there was \$877,439.33 in transit between June 30, 1973 and July 2, 1973.

Also in transit were \$728,093.34 in encumbrances. It is our understanding that none of these encumbrances related to The University Hospitals since they related to Fiscal Year 1973-74. Your letter also states that a substantial part of the income in transit were University related items such as tuition, indirect costs, etc. We believe that a literal reading of Senate Bill 325 would require the University to share the entire \$877,517.11 with the Hospital, regardless of the source of the income. In checking with the Capitol, we find that the University budgeted approximately 1.6 Million Dollars in Revolving Fund income for 1973-74. The amount in transit is over half of the amount budgeted. It is not unreasonable to anticipate that the University will be earning overhead income during every month of the year. Further, the University will be collecting substantial tuition and fees during the year. Based on these assumptions, we feel that the University should share the entire amount of the balance of the Revolving Fund plus the amount of funds in transit with the Hospital to stay in keeping with the intent of Senate Bill 325.

Since the Hospital earned at least 90% of the Revolving Fund income last year and in previous years, the Hospital should be paid the sum of \$789,765.40 as a settlement of the Revolving Fund.

The Hospital calls the University's attention to the requirement that it maintain a Revolving Fund Reserve of \$250,000.00 to cover contingencies. The Hospital maintains that of the funds in transit, \$250,000 should have been earmarked for the required reserve which the University failed to do. We want to call to the University's attention that some of the funds in transit must have been Hospital related funds because the Hospital deposited funds with the Financial Services Office of the Health Sciences Center right up to the last day of June, 1973. The Hospital's cash position on July 1, 1973, was zero except for a \$630.00 petty cash fund borrowed from the University.

UNIVERSITY'S POSITION

5. REVOLVING FUND

The University believes SB 325 must be interpreted in the light of common sense and reasonable legislative intent. That Bill requires that the Hospital's pro-rata share of the Health Sciences Center Revolving Fund be transferred to the University Hospital. A reasonable interpretation of the language would require the University to transfer to the Hospital a pro-rata share of the net revolving fund at the close of business on June 30, 1973. The Bill requires that the University pay for all obligations incurred by the University and the Hospital prior to July 1, 1973. It is simply inconceivable that the Legislature intended that the University transfer to the Hospital all of the cash and retain all of the encumbrances.

An interpretation as strict as that applied by the Hospital to §3306.9, were it applied to §3306.11, would require the Hospital to pay the entire debt service on the Steam and Chilled Water Plant. That section provides

for an appropriation to the Hospital "which amount shall include the debt service for the Steam and Chilled Water Plant". The University does not believe however, that the Legislature intended that the Hospital pay the entire debt service, but rather that it simply pay its pro-rata share on the same basis as all other users of the plant. (The University has billed the Hospital at the same rate as all other users, including the University.)

The same type of common sense interpretation of \$3306.9 requires only that the University transfer to the Hospital a pro-rata share of the net balance of the Revolving Fund as it was on June 30, 1973. In other words, to simply pay the bills incurred by both parties and divide what is left.

The Hospital has raised the question of the \$250,000 reserve which the State Finance Office directed the University to maintain. The reserve is maintained as a contingency fund in the event that the Revolving Fund income does not equal that estimated in the budget. The estimated and budgeted Revolving Fund income for the Hospital was \$10,865,000. The actual realized revolving income was \$10,416,928, leaving a short fall in the Revolving Fund income of \$448,072. This deficit of \$448,072 was overcome in the following manner: The Legislature appropriated an additional \$234,000 for the operation of the Hospital. The balance of the remaining \$214,072 was made up out of the University's Revolving Fund reserve.

In addition, in order to make the supplemental payroll of the Hospital employees and to stock the Hospital with needed supplies and equipment, the University spent an additional \$140,000 of its Plant funds in the Hospital.

It is therefore clear that not only was the University's Revolving Fund depleted in support of the Hospital but it could be argued that the additional assistance of the \$140,000 creates a negative balance in the Revolving Fund which the Hospital should share under SB 325 on an equitable basis and the University should be reimbursed on a pro-rata basis those appropriated funds used for Hospital operations. Furthermore, of the \$149,423.77 which was carried over unencumbered (in transit), an additional \$74,000 was subsequently encumbered for the payment of the supplemental payroll for July, leaving unencumbered funds in transit of only \$75,423.77.

The University realizes that the Hospital is very short of funds and cannot reimburse the University for these costs which the University has borne. On the other hand, the University feels that it is inappropriate for the Hospital to make any claim against the University for additional Revolving Fund monies.

AGREEMENT

5. REVOLVING FUND

The University agrees to transfer to the Hospital \$67,881.39 which represents 90% of the net Revolving Fund on hand June 30, 1973.

This percent is the same percent that the Hospital Revolving Fund budget bears to the entire Revolving Fund budget of the Health Sciences Center for Fiscal Year 1972-73.

HOSPITAL'S POSITION

6. PATIENTS ACCOUNTS RECEIVABLE

Section 3306.9 Transfer of Properties and Funds indicates that title to the Patients Accounts Receivable should be conveyed to the Hospital by the University. This accounts receivable represents the majority of the working capital needed to operate the Hospital. Without it we couldn't have continued operations after July 1, 1973. The University should prepare a legal conveyance of this property to the Hospital Board of Trustees.

UNIVERSITY'S POSITION

6. PATIENTS ACCOUNTS RECEIVABLE

SB 325 requires that the University pay all obligations incurred prior to July 1, 1973. It is only reasonable that accounts receivable incurred prior to July 1, 1973, remain with accounts payable incurred prior to July 1, 1973. It is therefore the University's position that the patients accounts receivable for all accounts prior to July 1, 1973, should be retained by the University.

AGREEMENT

6. PATIENTS ACCOUNTS RECEIVABLE

The University agrees to transfer all patients accounts receivable to the Hospital, in the amount of \$7,646,731.73. It is estimated that \$2,576,700.00 of these accounts are uncollectable making the net worth of this transfer \$5,070,031.73.

HOSPITAL'S POSITION

7. FACULTY-HOSPITAL CONTRACTS

Section 227A of HR-1 requires that all physician-faculty members who work in a "mixed setting" hospital must sign individual agreements with that hospital. Since these agreements are of vital interest to the University, as well as to the Hospital and the individual faculty members, it is the Hospital's position that the University should assist (1) in preparing the contracts, and (2) in securing their execution.

UNIVERSITY'S POSITION

7. FACULTY-HOSPITAL CONTRACTS

The University accepts the responsibility placed upon it by the Hospital's position.

AGREEMENT

7. FACULTY-HOSPITAL CONTRACTS

The Hospital agrees and is willing to assist in the preparation and execution of contracts. The parties agree to jointly prepare a contract to be executed by each individual physician and the Hospital. The University assumes responsibility for determining the terms of that contract as required by HR-1, subject to review and acceptance by the Hospital.

HOSPITAL'S POSITION

8. TRANSFER OF STOREROOM AND RECEIVING DEPARTMENT TO THE HOSPITAL

On July 1, 1973, when the Storeroom and Receiving were transferred to the Hospital, the stock in the Storeroom was divided among the University, Oklahoma Children's Memorial Hospital and The University Hospital, based on past usage. The Hospital agreed to provide Storeroom and receiving services for the University. As it turns out, the Hospital does not have the working capital to provide these services for the University and must discontinue them. The Hospital will, therefore, bill the University for the cost of these services received from July 1, 1973, to the date of termination of the services.

UNIVERSITY'S POSITION

8. TRANSFER OF STOREROOM AND RECEIVING DEPARTMENT TO THE HOSPITAL

The Storeroom and Receiving Departments are located in off-campus facilities, not in the immediate vicinity of the Hospital. The University was reluctant to transfer the operation of the facilities to the Hospital since the University had demonstrated the ability to operate these units for the benefit of both the University and the Hospital and felt that the Hospital lacked the capability and experience necessary to successfully operate the Storeroom and receiving units. It was therefore with great reluctance that the University transferred the operation of these units on the strong insistence of the Hospital.

The University does not have any alternate facilities at this time. It is therefore essential that the Hospital continue to furnish these services to the University at a reasonable cost.

It appears to the University that the elimination of this service to the University by the Hospital cannot substantially decrease the operating cost of the facilities and that conversely, the continuation of the services to the University by the Hospital, because of the volume, should render the entire operation more cost effective. We regret the difficulty the Hospital is having in managing these facilities but we are convinced that with a little counseling from the University and with a little experience, they can manage the operation successfully.

AGREEMENT

8. TRANSFER OF STOREROOM AND RECEIVING DEPARTMENT TO THE HOSPITAL

The Hospital agrees to continue to furnish to the Storeroom and Receiving Department facilities as per the current agreement between the Hospital and the University. The University agrees to reimburse the Hospital for the reasonable costs of providing this service.

HOSPITAL'S POSITION

9. SYSTEMS AND COMPUTER APPLICATIONS FOR THE HOSPITAL

It is the Hospital's position that all systems and programming work provided by the University for the Hospital is the property of the Hospital. We feel that software packages come under the provisions of Senate Bill 325, Section 3306.9 Transfer of Properties and Funds.

UNIVERSITY'S POSITION

9. SYSTEMS AND COMPUTER APPLICATIONS FOR THE HOSPITAL

The University has at great expense developed software systems required for the efficient management of the Hospital. The reasonable costs for the development of these systems should be paid to the University by the Hospital in the amount of \$113,545.06:

<u>SHAS</u>	1971-72	Development	\$ 7,177.08	
	1972-73	Development	<u>20,964.80</u>	\$ 28,141.88
<u>STORES</u>	1971-72	Development	\$27,009.90	
	1972-73	Development	<u>14,793.27</u>	\$ 41,803.17
<u>FAS</u>	1972-73	Development	\$14,436.35	
	1973-74	Development	<u>24,736.20</u>	\$ 39,172.55
<u>FMS</u>	1972-73	Development	<u>\$ 4,427.46</u>	<u>\$ 4,427.46</u>
				\$113,545.06

The University does not feel that software packages come under the provision of S.B. 325 §3306.9 Transfer of Properties and Funds.

AGREEMENT

9. SYSTEMS AND COMPUTER APPLICATIONS FOR THE HOSPITAL

The University agrees to transfer to the Hospital all software developed for the Hospital's management without charge to the Hospital, with the exception of those development services for which the Hospital has specifically contracted with the University after July 1, 1973.

HOSPITAL'S POSITION

10. HOSPITAL OVERHEAD FROM GRANTS AND CONTRACTS

The Hospital maintains that it should be paid an overhead rate for all Research and Training grants and contracts being performed in the Hospital. We think that the rate to be charged for Hospital overhead can best be identified from the University's cost reports related to overhead. The Hospital requests that appropriate personnel from the Financial Services Office of the Health Sciences Center work with the Hospital Controller to develop this information. When this has been done, an appropriate mechanism should be worked out so that the Hospital is reimbursed for overhead earned after July 1, 1973, and regular payments made on a monthly basis in the future.

UNIVERSITY'S POSITION

10. HOSPITAL OVERHEAD FROM GRANTS AND CONTRACTS

The University concurs on the Hospital's position that it should be paid an overhead rent for all research carried on in the Hospital.

AGREEMENT

10. HOSPITAL OVERHEAD FROM GRANTS AND CONTRACTS

It is agreed that the University will designate appropriate personnel from the Financial Services office of the Health Sciences Center to work with the Hospital Controller to develop this information and that when this has been done, an appropriate mechanism will be worked out for the reimbursement of the Hospital for overhead earned after July 1, 1973. It is understood by the parties that all future grants and contracts shall make appropriate provision for the payment of this overhead. It is also understood that since Research, Grants and

Contracts entered into by the University prior to the institution of this agreement do not contain such a provision, that the University can only share with the Hospital the overhead costs provided for in those grants and contracts on a reasonable pro-rata basis which must of necessity be less than that which will be provided for in the future.

HOSPITAL'S POSITION

11. HOSPITAL GIFTS, GRANTS AND BEQUESTS BEING HELD BY THE UNIVERSITY AND THE UNIVERSITY OF OKLAHOMA FOUNDATION

The Hospital requests that all gifts, grants and bequests intended for adult hospital operations presently being held by the University and the University of Oklahoma Foundation be transferred to the Hospital as soon as possible.

UNIVERSITY'S POSITION

11. HOSPITAL GIFTS, GRANTS AND BEQUESTS BEING HELD BY THE UNIVERSITY AND THE UNIVERSITY OF OKLAHOMA FOUNDATION

The University feels that it is appropriate that all gifts and bequests and indeed all other funds which are currently held by the University and the University of Oklahoma Foundation, which properly belong to the Hospital, should be transferred.

AGREEMENT

11. HOSPITAL GIFTS, GRANTS AND BEQUESTS BEING HELD BY THE UNIVERSITY AND THE UNIVERSITY OF OKLAHOMA FOUNDATION

It is agreed that the University and the Hospital will initiate a process for the identification and transfer of such funds similar to that being utilized by the University and the Department of Institutions, Social and Rehabilitative Services for the transfer of funds to Children's Memorial Hospital.

HOSPITAL'S POSITION

12. MASTER CONTRACT FOR REIMBURSEMENT FOR FACULTY AND STAFF SERVICES

Mr. Gillman is presently working with Mr. Caylon Coleman, Assistant Dean for Administration in the College of Medicine, to work this out for that College. At an appropriate time this will be done with each of the Colleges. After clearing with each College Dean, the Master Contract will be subject to the approval of the Administrator of The University Hospital and Board of Trustees. The President of the University of Oklahoma and its Board of Regents would approve for the University. This will be done as soon as possible.

It is the Hospital's position that in order to adequately document the costs charged for faculty and support staff services, it is essential that the University provide the Hospital with quarterly faculty effort reports. These reports must be promptly submitted so that the Hospital Accounting reports can be prepared and submitted in accordance with good business practices. The Hospital will be guided by the reasonableness of the charges being made by the University in reaching an agreement on this contract.

UNIVERSITY'S POSITION

12. MASTER CONTRACT FOR REIMBURSEMENT FOR FACULTY AND STAFF SERVICES

The University concurs on the Hospital's position.

AGREEMENT

12. MASTER CONTRACT FOR REIMBURSEMENT FOR FACULTY AND STAFF SERVICES

Both parties agree to proceed as rapidly as possible with the consummation of this contract.

HOSPITAL'S POSITION

13. CONTRACT FOR SERVICES

We presently have a contract for central services with the University. It is our understanding that the Hospital will be billed for these services at cost up to the maximum stated in the Contract for each type of service. The Hospital does have the right to limit or curtail these services if funds are limited.

UNIVERSITY'S POSITION

13. CONTRACT FOR SERVICES

The University appreciates the fact that the Hospital has a right to limit or curtail services if funds are limited. However, the University further feels that it is incumbent upon all parties to make provisions for services required by all parties within the funds available and that sound planning would require that the Hospital not require services beyond those for which they can pay, and that prudent business management on the part of the University requires that it discontinue any services for which it cannot be paid in order to maintain its own budget in a balanced condition.

AGREEMENT

13. CONTRACT FOR SERVICES

The parties agree to work together on an annual basis to determine what services each will require for the other and the reasonable costs thereof, and that each party will closely monitor its needs and its finances throughout the year, keeping the other advised so that needed adjustments may be made to the benefit of both parties without detriment to either.

HOSPITAL'S POSITION

14. CAPITAL COST, OPERATING COST, AND UTILIZATION OF HOSPITAL SPACE FOR UNIVERSITY FACULTY OFFICES AND TEACHING SPACE

The Hospital expects to provide Faculty Office and teaching space to further the educational programs of the University. Just as we expect reimbursement for overhead related to research and training activities in the Hospital, we need to be reimbursed for the cost of operating Faculty Offices and teaching space. It is clear that these operating costs will no longer be paid by third parties as a component of patient charges. Since the Hospital has no other source to cover these costs, it must turn to the University for reimbursement. These costs are legitimate costs of the University's educational programs. We see no other solution to this problem.

Remodeling costs required by the University for Faculty office, teaching or research space should be reimbursed by the University to the Hospital unless the remodeling is needed to accommodate the Hospital programs. Any furnishings or appurtenances such as drapes and carpets and any other items attached to the building become the property of the Hospital. Moveable furniture and equipment remain the property of the purchaser. The Hospital cannot purchase Faculty office, teaching or research furniture and moveable equipment for the University.

UNIVERSITY'S POSITION

14. CAPITAL COST, OPERATING COST, AND UTILIZATION OF HOSPITAL SPACE FOR UNIVERSITY FACULTY OFFICES AND TEACHING SPACE

It should be pointed out that the faculty of the University, while in the Hospital, function as hospital medical staff and the Hospital should furnish them space as such. The University concedes that there may well be some space, the use of which is more dedicated to academic than medical needs, that the Hospital should be reimbursed for the overhead related to these areas. It should be borne in mind however, that the overhead related to research has already been provided for in Issue No. 10 above. However, research aside, there are significant

training activities in the Hospital which increase the operating costs of the Hospital. Though this figure has never been clearly identified, all parties understand that teaching hospitals are more expensive to operate than community hospitals because of the added cost of these educational activities. The University does not believe, however, that it should bear this cost without an appropriation and allocation which will make it possible. Our State budgeting procedures do not provide for a "function" from which these costs may be paid at the present time.

Remodeling costs are normally borne by the individual who owns the property. Albeit, they may be reflected in the rent charge for the premises, which rent, as we have set out above, should be paid by the party who receives the educational subsidy. However, in order that there be no misunderstanding, the University does not intend to pay the remodeling of office spaces for its faculty and the Hospital should not undertake to remodel space on the assumption that the University will. We recognize the possibility that individual physicians may request that the Hospital, in fact remodel space and that the physician is willing to agree that it will be paid for out of University funds. No such request should be honored by the Hospital unless it has first been approved by the Associate Vice President of Administration and Finance of the University of Oklahoma Health Sciences Center campus. The University does not feel that it can afford to remodel the spaces occupied by its faculty and that the faculty will simply have to understand that remodeling is a luxury we cannot at this time afford.

AGREEMENT

14. CAPITAL COST, OPERATING COST, AND UTILIZATION OF HOSPITAL SPACE FOR UNIVERSITY FACULTY OFFICES AND TEACHING SPACE

It is anticipated that either the University or the Hospital will receive an appropriation and allocation for an "educational subsidy". It is the purpose of this educational subsidy to bear the costs to which we have alluded. If this money is appropriated to the University, the University shall enter into agreements with the Hospital to pay for those educational activities which it desires to have conducted in the University Hospital. If, on the other hand, the "educational subsidy" is appropriated directly to the Hospital, there should be no charge to the University for these extra costs since the "educational subsidy" will be made in payment of them.

HOSPITAL'S POSITION

15. STEAM AND CHILLED WATER PLANT

In the foreseeable future the Hospital does plan to use the University's Steam and Chilled Water facilities. We would emphasize that if these costs become excessive, we may be forced to work out an alternative that could be cheaper. This is not presently in our planning, however.

UNIVERSITY'S POSITION

15. STEAM AND CHILLED WATER PLANT

SB 77 made it possible for the University to issue revenue bonds and purchase the Steam and Chilled Water Plant from the Public Trust which had built it so that it is now a State facility. It seems appropriate that the State institutions in the Health Sciences Center be required to use it. Furthermore, as the number of users increases, the cost to each of the users per unit decreases. The Steam and Chilled Water Plant is now the most economical source available to anyone in the Center. Furthermore, the cost of Steam and Chilled Water to the Hospital as to other users will steadily decrease as large building projects currently underway are completed.

AGREEMENT

15. STEAM AND CHILLED WATER PLANT

The Hospital agrees to continue to use Steam and Chilled Water from the Plant owned by the University.

HOSPITAL'S POSITION

16. LEASES OF EQUIPMENT

The University and the University of Oklahoma Foundation entered into a number of leases and lease-purchase agreements covering a wide variety of radiology equipment, laboratory equipment, and a laboratory building. The Hospital needs this equipment and building and are presently interested in discussing a resolution with the University. If the Hospital could become successor-in-interest, it could legally assume the responsibility to pay these leases. We are interested in knowing the University's position concerning this matter.

UNIVERSITY'S POSITION

16. LEASES OF EQUIPMENT

The University has entered into some long-term leases of radiological equipment which is far too expensive to simply purchase out of any given annual appropriation. These leases were entered into prior to July 1, 1973. Each lease has a cancellation clause which should make it possible to return the equipment at the end of any given fiscal year. The Hospital, however, has need of the equipment and wants the leases to continue. SB325 requires the University to pay for all obligations incurred prior to July 1, 1973. It is our contention in relation to the Lease Agreements that no obligation is incurred for

a given rental payment until that payment is due. It is therefore the University's position that the University should make all payments on the leases which became due prior to July 1, 1973, and that the Hospital should make all payments which become due after July 1, 1973. Furthermore, the University has an equity of almost \$500,000.00 in this equipment which it is willing to assign to the Hospital. It would be unfortunate for the State to lose this equity unless there is no longer a need for a given piece of equipment. (All equipment which is fully owned by the University is being transferred under Issue No. 17 below).

AGREEMENT

16. LEASES OF EQUIPMENT

It is agreed that the Hospital will make all payments due under all the leases after July 1, 1973, and that the University will pay for all sums which had become due prior to July 1, 1973, and the University will do everything necessary to transfer its equity to the Hospital.

HOSPITAL'S POSITION

17. TRANSFER OF PLANT PROPERTY AND EQUIPMENT, INCLUDING THE RELATED RECORDS

In accordance with Senate Bill 325, Section 3306.9, the University is required to transfer title to equipment needed by the Hospital for operations. Unfortunately, the Hospital has not had access to the University's inventory records so a determination can be made as to what equipment should be transferred. The Hospital requests access to these records. At the same time, representatives of the two parties should work out a list of equipment to be transferred. The Legislation allows us until June 30, 1974, to make this transfer. This is a very short period of time to get this done. The Hospital will wait for a proposal on this item from the University since its records are essential to the accomplishment of this project.

UNIVERSITY'S POSITION

17. TRANSFER OF PLANT PROPERTY AND EQUIPMENT, INCLUDING THE RELATED RECORDS

The University concurs in the Hospital's position regarding the transfer of equipment. However, the Federal Government retains title to equipment purchased under research grants and it is not possible for the University to transfer this equipment to the Hospital. It is practical, however, in the short run to place the equipment so as to maximize the functional use of it. As a general rule, this equipment should not be removed from the Hospital but should continue to function as a part of the Hospital's equipment regardless of the status of title. In the long range, it may or may not be practical to request the Federal Government to relinquish title to the equipment so that it can be transferred.

AGREEMENT

17. TRANSFER OF PLANT PROPERTY AND EQUIPMENT, INCLUDING THE RELATED RECORDS

The parties agree to appoint representatives familiar with equipment to assist in resolving this problem. The University agrees to give the Hospital full access to its inventory records and to cooperate in transferring items from the University inventory to the Hospital's inventory as the parties agree, so they can be recorded and depreciated for reimbursement purposes. Both parties realize, however, that it may not be possible because of the complicated relationship with the Federal Government to resolve all these matters as completely as we would like. Both parties recognize that the really important thing is the use of the equipment rather than the technicality of ownership, at least when the latter cannot be resolved. Both parties pledge their cooperation in making their equipment available each to the other, so that equipment may be maximized for the benefit of the Health Sciences Center.

HOSPITAL'S POSITION

18. REIMBURSEMENT FOR HOUSE STAFF

The Hospital allotted a given number of positions for House Staff to each Clinical Department or service and it is supporting those positions from operating funds. The Hospital is definitely limited in the amount of funds it can use for this purpose because of the limitations required by Medicare and Medicaid regarding reasonable costs. After receiving the positions allotted by the Hospital, which were all that the Hospital could financially support, the University Departments decided that they wanted additional positions which they indicated to the Hospital they would fund from grants, contracts, college funds, etc. As a service to the University, the Hospital agreed to payroll these positions so that the House Staff could be handled as a group. If the University cannot now see its way clear to reimburse the Hospital, it will be necessary to terminate these House Staff positions because there are no other funds to support them.

We would propose that the University honor this commitment with the understanding that the number of House Staff positions will be a negotiable item each year.

UNIVERSITY'S POSITION

18. REIMBURSEMENT FOR HOUSE STAFF

House staff by definition are a part of the Hospital staff, and the cost of residency is traditionally borne by the Hospital and is reimbursed as a part of the Hospital's costs. On the other hand, it is desirable to maintain

as many residents as possible in order to increase the number of physicians who are actually completing their education in Oklahoma in order to make more physicians available to serve the population of Oklahoma. (The number of residents is much more closely related to the number of physicians who enter practice in the State than are the number of graduating medical students). If there are more residents in the Hospital than the Hospital can justify to third party payors, then this would appear to be a bona fide educational cost which should properly be reflected in the expenditure of the "educational subsidy" and should be considered a part of the costs paid for by that subsidy as set out in Issue No. 14 above.

AGREEMENT

18. REIMBURSEMENT FOR HOUSE STAFF

The Hospital allotted a given number of House Staff positions to each Clinical Department or Service and it is supporting those positions from its operating funds. In addition to those positions allotted by the Hospital, the University Departments made commitments for additional House Staff which they indicated would be supported from University grants, trust funds, etc. The Hospital agreed to payroll these additional positions for the University so that all House Staff can be handled as a group and the University agreed to reimburse the Hospital for the cost of these additional House Staff.

The University agrees to continue to reimburse the Hospital for the cost of the additional House Staff through the current Fiscal Year.

The parties agree to review the number of House Staff to be supported by the Hospital from year to year to determine the number that are practical, considering the current financial situation, the party to which the "Educational subsidy" was appropriated and the overall educational goals of the Health Sciences Center.

HOSPITAL'S POSITION

19. PATTERSON VENDING CONTRACT

The University entered into a contract with Patterson Vending Company covering the entire Health Sciences Center including the Hospital. Included in this contract was the cost of remodeling the cafeteria of the Hospital. The Hospital would like to enter into another contract in its own behalf and requests that the University terminate the Contract with Patterson Vending Company. Since the obligations under the present contract were incurred by the University prior to June 30, 1973, Senate Bill §3306.8 would prohibit the Hospital from assuming this obligation.

UNIVERSITY'S POSITION

19. PATTERSON VENDING CONTRACT

The University concurs with the Hospital position regarding the Patterson Vending contract with the exception of the Hospital's interpretation of obligations related to this contract. As we said previously, obligations must go with the organization receiving the benefits.

AGREEMENT

19. PATTERSON VENDING CONTRACT

The parties agree to approach Patterson Vending Company with the joint purpose of terminating the current contract with Patterson and negotiating a new contract which will reflect the best interests of all parties.

HOSPITAL'S POSITION

20. TRANSFER OF THE EVERETT TOWER GRANT

When the University conveys title to the Everett Building, the Federal grant related to the building should be transferred also. This will enable the Hospital Board of Trustees to deal directly with the Federal authorities concerning the use of the building. Of course, the responsibility for compliance with the terms of the grant will be transferred to the Hospital. Since the financial transactions relating to this grant, including the financial records, are almost completed the Hospital requests that the University continue to handle these on its behalf to save confusion and inconvenience when the grant is audited.

UNIVERSITY'S POSITION

20. TRANSFER OF EVERETT TOWER GRANT

The transfer of the Everett Tower is quite complicated legally since all of the federal grants which made its construction possible, included the Basic Sciences Building as well. The grant requires that the building be used for a period of ten years in a manner consistent with the granting document. The University therefore, has an ongoing liability to the Federal Government to assure the appropriate usage of the various parties of that facility. This arrangement is burdensome to both parties and it is therefore desirable that we effect a separation within the grant of the Everett Tower from the Basic Sciences Building and a novation with the Federal granting agencies which will replace the University as grantee with the Hospital on the Hospital portion of the grant. Such a process may be a lengthy and tedious one.

AGREEMENT

20. TRANSFER OF EVERETT TOWER GRANT

It is agreed that both parties shall jointly approach the Federal agencies with a common request in order to ultimately achieve this transfer of rights and responsibilities regarding the Everett Tower.

AGREEMENT OF AFFILIATION

This Agreement is between the Board of Regents of the University of Oklahoma and the Board of Trustees of The University Hospital, hereinafter called Trustees. The purpose of this Agreement is to affiliate The University Hospital, belonging to the Trustees, and the Colleges of the University, belonging to the Regents.

I. GENERAL AGREEMENT

- a. The Trustees, in consultation with the Regents, shall determine the services and activities it wants to have professionally supervised by the Colleges of the University of Oklahoma. The Trustees retain and cannot delegate the authority to govern the use of the Hospital premises. The Regents retain and cannot delegate the authority to govern the academic programs of the Colleges of the University.
- b. The Trustees commit themselves to provide an appropriate teaching environment for undergraduate and graduate students of the College of Medicine and other Colleges of the University of Oklahoma, and for residents, interns, fellows selected by the Regents and assigned to the Hospital; and to provide staff and physical facilities of the highest possible quality to ensure exemplary patient care and to accommodate teaching and research activities in the Hospital.

II. JOINT CONFERENCE COMMITTEE

- a. In order to provide a continuing forum for the discussion of the problems of the Clinical Staff in The University Hospital, the Hospital has created in its Bylaws a Joint Conference Committee consisting of members of the Clinical Staff, Board of Trustees, and Administration of the Hospital. Since the

deliberations of this Committee will affect the educational programs conducted in the Hospital and since there is a need to provide a forum for discussion of the interrelationship between the educational programs at the University and clinical operations of the Hospital, the Dean of the College of Medicine shall sit as an ex-officio member of the Joint Conference Committee of The University Hospital without vote.

III. CLINICAL STAFF APPOINTMENTS

- a. No one shall be appointed to the clinical staff of The University Hospital without first having been appointed to the faculty of one of the Colleges of the Health Sciences Center.
- b. Appointments to the clinical staff of The University Hospital shall be made annually by the Trustees and no one shall be a member of the clinical staff without such an annual appointment.
- c. The Regents will appoint the Chairmen of academic departments in the Colleges. The Chairmen of academic departments may serve as Chiefs of clinical services with the approval of the Trustees.
- d. The structure and organization of the clinical staff of The University Hospital will be developed by the Chief of Staff, and Executive Committee of the Staff, subject to the approval of the Trustees as provided for in the Bylaws, Rules and Regulations of the Hospital.
- e. The remuneration of faculty shall be made by the Regents. Agreements shall be made as required for the Trustees to reimburse the Regents for services rendered by the faculty. The determination of the amount of reimbursement, when appropriate, shall be negotiated between the parties, based upon effort reports.
- f. (1) All full-time members of the faculty of the College of Medicine of the University of Oklahoma shall admit patients to the Veteran's Administration Hospital, Children's Memorial Hospital, Oklahoma Medical Research Foundation Hospital and The University

Hospital only (if beds are available).* The faculty of the University must, by prior agreement, place any patient under the age of 21 in Children's Memorial Hospital unless exception is made as provided for in the Affiliation Agreement with Children's Memorial Hospital, dated July 1, 1973.

(2) Exception to the rule set out in (1) above will be made when there are not facilities or equipment available among the above hospitals to care for a particular type of patient. In such a case, the faculty member shall request permission of the Dean of the College of Medicine to place the particular patient in another affiliated hospital. (This does not apply to patients under the age of 21 years for which provision has been made with the Affiliation Agreement with Children's Memorial Hospital.) The Dean shall make a weekly report of all exceptions granted to the Administrator of The University Hospital, which report shall contain the nature of the exception and the reason for it. If the Administrator disagrees with the action taken, he shall advise the Dean and give his reasons. The Administrator of The University Hospital shall make a weekly report to the Dean of the College of Medicine of the occupancy of beds by nursing units and services with accompanying remarks on the significance of the figures.

IV. DEPARTMENTAL CHAIRMAN

The head or chairman of an academic department will be responsible for all programs of education and research involving his department within the Hospital. In this capacity, he is responsible to the Regents.

* This does not preclude the faculty from caring for patients in other Federal or state institutions that enter into contract with the Regents for physicians services, (as in the case of Griffin Memorial Hospital in Norman and the V.A. Hospital in Muskogee). The Affiliation Agreement with Presbyterian Hospital provides that the faculty of the University of Oklahoma shall make preferential placement of patients in the new Presbyterian Hospital but, only when there are no beds available at all in Children's Hospital (for patients under 21) or the University Hospital (for patients over 21).

V. SERVICE CHIEFS

The Dean of the College of Medicine will nominate to the Trustees of The University Hospital candidates for Chiefs of Clinical Services. The Trustees may, in their discretion, accept or reject such nominations. The Chiefs of Clinical Services will be responsible to the Trustees for the professional conduct of members of their staff.

VI. HOUSE STAFF AND STUDENTS

House staff and students will be assigned to the hospital by the Colleges of the University in accordance with policies established by the Trustees to ensure optimum patient care and subject to the approval of the Chief of any service involved and appointment by the Trustees where appropriate.

VII. PATIENTS AND THE JOINT TEACHING AND RESEARCH PROGRAM

All patients admitted to a hospital service (inpatient or outpatient) will be available for participation in the teaching programs. Exceptions will be made only when the attending physician feels that participation in a teaching program might adversely affect the patient's condition. In this case, the attending physician shall submit to the Hospital Chiefs of Clinical Services the reasons why the patient should be excused from participation.

VIII. JOINT RESEARCH

- a. All joint research projects will be recommended for approval or disapproval by a Joint Research Committee appointed by the Joint Conference Committee. All Research grants and contracts which have as their principal investigator a member of the faculty of the University, shall be made to the Regents with appropriate provision in the grant or contract for the distribution of indirect costs to the Hospital. All research projects will be done under faculty supervision. Research involving patients or human volunteers will be undertaken only after the approval by the Human Experimentation Committee of the Health Sciences Center. Nothing herein shall preclude the

Hospital from securing grants in its own right when the nature of the grant is such that it would normally be made to a hospital, rather than a University.

- b. Personnel being paid for services under a grant shall not be transferred from one payroll to another in order to maximize fringe benefits. Current personnel will be reviewed in order to achieve current compliance with this provision.

IX. EXTRAORDINARY CIRCUMSTANCES

This Agreement is designed to help define the relationship between the parties and to assist both the Trustees and the Regents in the daily management of activities in The University Hospital. Extraordinary problems requiring procedures or solutions not contemplated by this Agreement are bound to arise and these can be dealt with by the Trustees and the Regents in whatever manner they mutually agree to be expedient and proper.

X. FINANCIAL OBLIGATIONS

Agreements for the exchange of goods or services for which one party should remunerate the other shall be separately negotiated as needed on an annual basis.

XI. PERIOD OF AGREEMENT

This Agreement shall become effective when signed by both parties and shall continue in effect ad infinitum. The Agreement can, however, be cancelled by either party upon June 30th of any year provided the cancelling party has given at least sixty (60) days notice of cancellation.

This Agreement can, of course, be terminated or amended at any time upon the mutual agreement of the Trustees and the Regents.

Regent Santee, Chairman of the Health Sciences Center Committee, said this information was distributed to each member of the Board of Regents and the matter was considered in detail by the Health Sciences Center Committee.

He said the agreements presented in a negotiated settlement and represents a package. As in any settlement it represents a number of compromises on most issues by each side. Mr. Santee said the committee has reviewed the package which was submitted as shown above and recommends to the Board that the Board approve all 21 items set forth. He said the committee does not recommend that we accept it in part because we cannot accept the concessions that have been made by the University Hospital Board and not be prepared to give up concessions that we have granted to them. Conversely, of course, Regents' approval of this agreement should be contingent upon acceptance of the entire package by the University Hospital Board of Trustees, and in the event any of these items are rejected by the University Hospital Board, all 21 items should be returned to negotiation. If approved by the Trustees, University Legal Counsel should be instructed to prepare all the documents necessary to implement the agreements and to take whatever further steps are necessary to effect the agreements.

Regent Santee moved approval of the Health Sciences Center Committee recommendation as shown above.

Approved.

a. Major Capital Improvements Program Report

As shown on the following page, a report was presented to the Regents on major capital improvements projects now under construction and in various stages of planning on the Health Sciences Center Campus. No action was required.

B. Administration

V. General Policies

a. Personnel Actions

The present policy of the Board of Regents authorizes the President of the University or his designee to approve the appointment of and fix the salary and terms of office of the following categories of personnel with the understanding no appointments will be approved unless unencumbered funds sufficient to cover each salary obligation are available within the respective annual budgets (including reserve for contingencies) approved by the Regents for the University:

1. Classified and supervisory.
2. Part-time graduate assistant, teaching assistant, research assistants, and consultants.
3. Part-time personnel in the professional classification who are employed on an hourly basis. (Examples of the professional classification: extension specialists, accountants, general duty nurses on the Norman

Campus, employment counselors, etc. Most are employed on a fixed-salary basis, but some, because of the Fair Labor Standards Act minimum salary requirements, must be employed on an hourly rate).

4. Non-academic (administrative staff and professional staff) full-time appointments expected to continue not more than three months.
5. Appointments of part-time instructors for terms of less than one semester during the regular academic year or less than two months during the summer session.

Because of the increasing number of appointments of part-time and visiting faculty and faculty appointed without remuneration, all of whom are temporary in nature, President Sharp said it seems appropriate at this time to extend the authority of the President on other personnel as follows:

1. For the Norman Campus, approval of the appointment, salary, and other changes for members of the faculty who are not eligible for tenure, whether part-time or full-time, unless the salary for the academic year will exceed \$15,000.
2. Approval of the appointment, salary, and changes for all members of the faculty and staff for terms of three months or less (primarily summer session).
3. Changes in title for tenured or tenure-eligible members of the faculty not involving a change in rank or salary. Leaves of absence for all members of the faculty for terms of three months or less.

In addition it would be desirable for the President to have authority to appoint personnel in the administrative staff and professional classifications if the annual salary will not exceed \$10,000.

President Sharp recommended that the President of the University or his designees be authorized to approve the appointment of and fix the salary and terms of office of the following categories of personnel within funds available in the budgets approved by the Regents (including reserve for contingencies) or within grant funds received by the University:

1. For the Norman Campus: appointments, salaries, and other changes for members of the faculty who are not eligible for tenure, whether part-time or full-time, unless the salary for the academic year will exceed \$15,000.

THE UNIVERSITY OF OKLAHOMA
OFFICE OF ARCHITECTURAL & ENGINEERING SERVICES

MAJOR CAPITAL IMPROVEMENTS PROGRAM

PROGRESS REPORT, DECEMBER 1973

PROJECTS UNDER CONSTRUCTION

Project	CMP Priority No.	Architect	Contractor	Contract Award Date	Original Adjusted Completion Date	Original Current Contract Amount	Status (% complete)	Sources of Funds
OKLAHOMA CITY CAMPUS								
Steam & Chilled Water Plant (Central Power Plant)		Carnahan & Thompson Engineers; Turnbull & Mills, Architects	Kay Engr. Co.	11/09/70	03/27/72	4,016,400 <u>4,343,286</u>	99 %	Revenue Bonds
Remodeling & Renovation of Medical College Building	4	Noftsger, Lawrence, Lawrence, Flesher	Novak Constr. Co.	03/09/72	09/28/72	364,957	99 %	Bond Funds
College of Dentistry, Addition to Basic Science Education Building.	8	Frankfurt, Short, Emery, McKinley	Harmon Constr. Co.	09/14/72	08/14/73	1,439,786	99 %	Bond Funds
Interim Facilities Building for (Colleges of Dentistry & Nursing)	23 A	Jones, Hester, Bates Riek, Inc.	Construction Manager Walter Nashert & Sons	varies	11/01/72	675,069	99 %	Bond Funds
Parking Lot A		Shaw Associates	Lippert Bros. Inc.	10/12/72	12/11/72	115,000 <u>203,215</u>	42 %	
Steam & Chilled Water Plant Phase II, (Part I, Northeast Tunnel)		Carnahan & Thompson	Kay Engr. Co.	03/08/73	09/08/73	365,497	99%	Revenue Bonds
TIS Studio Renovation	15 (partial)	OUSHC Staff	J. Edwin Thomas, Inc.	02/08/73	07/28/73	16,400	99 %	Bond Funds
Steam & Chilled Water Plant Phase II (Part 2 West Tunnel and Plant Expansion)		Carnahan & Thompson	Kay Engr. Co.	09/17/73	08/13/74	2,866,258	30%	Revenue Bonds
Biomedical Sciences Building	7	Wright & Selby	Lippert Bros. Inc.	08/27/73	- - -	8,700,500	2 %	Bond Funds Grants, DHEW

THE UNIVERSITY OF OKLAHOMA
OFFICE OF ARCHITECTURAL & ENGINEERING SERVICES

MAJOR CAPITAL IMPROVEMENTS PROGRAM

PROGRESS REPORT, DECEMBER 1973.

PROJECTS IN VARIOUS STAGES OF PLANNING

Project	CMP Priority No.	Architect	Contract or Letter	Estimated Cost	Status
OKLAHOMA CITY CAMPUS					
Student Housing - Self Liquidating Bonds	- - -	Murray, Jones, Murray	C 10/20/71	5,647,070	The feasibility of this project is being reconsidered.
College of Health (School of Health)	5	Murray, Jones, Murray	C 07/23/70	10,000,000	Inactive. The construction grant application submitted to HEW in June 1972 was disapproved.
Health Sciences Library (and Learning Resources Center)	6	Sorey, Hill, Binnicker	L 07/23/70	4,614,729	Inactive. Schematic plans have been completed.
College of Nursing Building	9	Murray, Jones, Murray	- - -	5,505,476	The construction grant application submitted to the U.S. Public Health Service on June 15, 1972 was approved. However, the project has not been funded.
Dental Clinics (Dental Clinical Sciences Building)	10	McCune & McCune	C 10/12/72	11,562,325	Final plans and specifications were approved by the Department of Health, Education, and Welfare on July 16, 1973. Bids were received on August 30, 1973.
Ambulatory Medical Clinics (Community Health Project/ University Clinics)	IIA	Frankfurt, Short Emery, McKinley	- - -	2,400,000	Schematic design plans for this project have been completed.

2. Part-time graduate assistants, teaching assistants, research assistants, and consultants.
3. Appointments, salaries and changes for all members of the faculty and staff for terms of three months or less (primarily summer session).
4. Changes in title for tenured or tenure-eligible members of the faculty not involving a change in rank or salary.
5. Leaves of absence for all members of the faculty and staff for terms of three months or less.
6. Classified and supervisory.
7. Personnel in the administrative staff and professional classifications whose annual salaries are \$10,000 or less. (Examples of the administrative staff and professional classification: program development specialists, accountants, general duty nurses on the Norman Campus, employment counselors, administrative assistants, etc.)
8. Appointments of part-time instructors for terms of less than one semester during the regular academic year.

Regent Brett asked if there would be a report presented on the personnel actions not included for action. A discussion followed on the desirability and/or feasibility of providing such information.

Regent Santee moved approval of the recommendations as presented by the President. Approved.

Regent Brett said it would be helpful to have a meaningful, consolidated report indicating, for instance, the number of positions that have been filled and so forth. After additional discussion it was agreed that a report after each semester and the summer session would be submitted.

b. Outside Employment and Extra Compensation

Preliminary to its work toward a complete review of the University policy on Extra Compensation and Outside Employment, President Sharp said a special Task Force has prepared the following report which clarifies, supplements,

2. Part-time graduate assistants, teaching assistants, research assistants, and consultants.
3. Appointments, salaries and changes for all members of the faculty and staff for terms of three months or less (primarily summer session).
4. Changes in title for tenured or tenure-eligible members of the faculty not involving a change in rank or salary.
5. Leaves of absence for all members of the faculty and staff for terms of three months or less.
6. Classified and supervisory.
7. Personnel in the administrative staff and professional classifications whose annual salaries are \$10,000 or less. (Examples of the administrative staff and professional classification: program development specialists, accountants, general duty nurses on the Norman Campus, employment counselors, administrative assistants, etc.)
8. Appointments of part-time instructors for terms of less than one semester during the regular academic year.

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Regent Santee moved approval of the recommendations as presented by the President. Approved.

Regent Brett said it would be helpful to have a meaningful, consolidated report indicating, for instance, the number of positions that have been filled and so forth. After additional discussion it was agreed that a report after each semester and the summer session would be submitted.

b. Outside Employment and Extra Compensation

Preliminary to its work toward a complete review of the University policy on Extra Compensation and Outside Employment, President Sharp said a special Task Force has prepared the following report which clarifies, supplements,

and extends the policy of the Regents adopted on December 9, 1971 (p. 11262) and put into effect on the Norman Campus on July 1, 1972:

The Task Force on Extra Compensation and Outside Employment has prepared this report as a first and interim step in its work toward a complete review of the University policy on extra compensation and outside employment. It is the Committee's belief that the present policy as stated in the Faculty Handbook at 5.5 is incomplete; therefore, we have clarified and extended the policy so as to take into account the summer months.

We consider the revised policy necessary to give guidance to the faculty and administration now and in the months ahead while the Task Force undertakes its larger task. The Task Force has not addressed in this interim policy the basic philosophic and practical questions of extra compensation policy. Those basic questions remain to be addressed in subsequent reports.

1. This policy clarifies, supplements, and extends the Regents' Policy on Outside Employment and Extra Compensation which took effect on July 1, 1972; in addition, it prescribes a limit to the total income a faculty or staff member may earn over a 12-month period from University sources.

2. During the period of a 9-month contract a faculty or staff member may receive extra compensation from the University only if he is assigned overload teaching, and such extra compensation may not exceed 25% of the 9-month salary. During the summer, a 9-month faculty or staff member may be paid by the University for teaching in the Summer Session, for teaching other than in the Summer Session, and/or for performing sponsored research. The individual may be paid by the University for engaging in any combination of the above activities as long as (a) his total University income over 12 months does not exceed 152% of his 9-month salary, and (b) his income from overload teaching during the 9-month academic year does not exceed 25% of his 9-month salary.

To summarize in mathematical terms,

For 9-month faculty and staff

$$I_{\max} = a + b + c + d + e = 1.52a, \text{ where}$$

I_{\max} is maximum income of a 9-month faculty or staff member from University sources over a 12-month period;

a is 9-month salary;

b is extra compensation for overload teaching during the 9-month academic year, which cannot exceed 0.25a;

c is salary for Summer Session teaching, which cannot exceed 0.22a;

d is salary for summer research, which cannot exceed 0.33a;

e is salary for summer teaching other than in the Summer Session, which cannot exceed 0.33a.

During the period of a 12-month contract a faculty or staff member may receive extra compensation from the University only if he is assigned overload teaching, and such extra compensation may not exceed 25% of the 12-month salary. A 12-month faculty or staff member may not be paid anything above his regular salary for teaching in the University's Summer Session or for performing sponsored research under University auspices at any time during the year.

To summarize in mathematical terms,

For 12-month faculty and staff:

$$I_{\max} = f + g = 1.25f = 1.52a, \text{ where}$$

I_{\max} is the maximum income of a 12-month faculty or staff member from University sources over a 12-month period;

f is 12-month salary;

g is extra compensation for overload teaching which cannot exceed $0.25f$;

a is the 9-month salary corresponding to f .

3. A faculty or staff member who has earned the maximum amount of extra compensation for overload teaching in less than the permitted maximum time may continue to teach to the maximum time only if the amount of additional compensation thereby earned is deposited to the credit of the departmental account.

4. A faculty or staff member on 9-month contract is permitted to engage in outside employment and/or overload teaching up to a maximum of 40 days (based on an average of 1 day per week). If he is paid by the University for full-time work during any portion of the summer months, the maximum is extended by an amount equivalent to 4 days per month up to a total not to exceed 48 days over a 12-month period. Similarly, the time a 12-month faculty or staff member can devote to outside employment and/or overload teaching cannot exceed 48 days during a 12-month period. During any summer month in which a faculty or staff member on 9-month contract earns no pay from the University he is free to engage in outside employment without restriction. In no case does the University set a limit on the income a faculty or staff member may earn from outside employment.

The Task Force was composed of Dr. I. Moyer Hunsberger, Dr. Thurman J. White, Dean Arthur C. Gentile, Mr. Joseph C. Ray, Professor Robert Shahan, and Professor Gail deStwolinski.

President Sharp said he has accepted the report and directed that the policy described in it be implemented until the review of the complete policy on Extra Compensation and Outside Employment can be undertaken and completed. This was reported for the information of the Regents. No action was required.

C. Academic (Norman Campus)

I. Faculty Personnel Matters

a. Academic Appointments, Changes, Resignations

LEAVE OF ABSENCE:

Forrest Ted Hebert, Assistant Professor of Political Science, leave of absence without pay extended from January 16, 1974 to June 1, 1974.

APPOINTMENTS:

Felix Anthony Nigro, Ph.D., Visiting Professor of Political Science, Political Science and Advanced Programs, \$1,300 per seminar, 1/4 time, January 16, 1974. To be paid by special payment.

Peter S. Ray, Ph.D., Adjunct Assistant Professor of Electrical Engineering, without remuneration, October 12, 1973.

James Richard Piland, Visiting Instructor in Political Science, \$7,497 for 4½ months, .75 time, January 16, 1974 to June 1, 1974. E&G Budget page 126, position 47. Funds to be paid to Multnomah County Oregon Board of Commissioners.

James Andrew Matson, Research Associate, Antitumor Comp Frm Marine Orgn, rate of \$7,500 for 12 months, November 1, 1973 to June 1, 1974. Paid from 156-428.

William Allen Summers, Jr., Research Associate, Bioloc Import of Pyrimi Photoh, rate of \$7,440 for 12 months, November 1, 1973 to June 1, 1974. Paid from 156-427.

Edwin Earl Tucker, Reappointed Research Associate, Molecular Complexes of Water, rate of \$8,400 for 12 months, October 24, 1973 to June 1, 1974. Paid from 156-122.

CHANGES:

Thomas Michael Murray, title Assistant Dean of the College of Engineering reinstated, September 1, 1973.

Marcia McCay Goodman, History of Science Librarian; given additional title Instructor of Bibliography, University Libraries, July 1, 1973.

RESIGNATIONS:

Lerner B. Hinshaw, Adjunct Associate Professor of Zoology, September 1, 1973.
On Norman Campus only; continue at the Health Sciences Center.

Robert Thornton Alguire, Research Associate, Office of Research Administration,
November 1, 1973.

Jerry Dale Childs, Postdoctoral Research Associate, Office of Research
Administration, November 1, 1973.

Winston John Craig, Research Associate, Office of Research Administration,
December 1, 1973.

Carolyn Sue Wares, Research Associate, Office of Research Administration,
October 1, 1973.

Approved on motion by Regent Neustadt.

President Sharp reported the death of Harry E. Smith, Assistant
Professor Emeritus of English on November 27, 1973.

b. The Guy Fraser Harrison Fund for Visiting Artists

Because of the great cultural legacy which Dr. Guy Fraser Harrison has given to the State of Oklahoma through his more than 20 years of devoted service as an artist, ambassador, educator, and conductor of the Oklahoma City Symphony, an endowment fund has been established to make possible the Guy Fraser Harrison Fund for Visiting Artists. The fund was established from private contributions under the leadership of Mr. J. B. Saunders, Oklahoma City.

Earnings from this endowment will provide an annual appointment of Dr. Harrison to the faculty of the University of Oklahoma as a Visiting Artist, an association which we hope will last for many years. Later, in future years, the name Guy Fraser Harrison will remain very much alive through annual visits to the University by the world's leading artists and scholars through this significant fund. Students in the fine arts reap benefits from the opportunity to hear and study with outstanding performing artists. This already has been shown in previous experience at the University.

President Sharp recommended that this endowed program in music be designated the Guy Fraser Harrison Fund for Visiting Artists.

Approved on motion by Regent Brett.

III. Changes in Curricula

a. Recreation Program

President Sharp said our Department of Physical Education sees the need for a major in recreation as a means of broadening the scope of educational endeavors within the department. The department, therefore, has proposed the establishment of a new program leading to the degree Bachelor of Arts with a major in recreation. The growth of recreational spending and leisure time has created a great demand for recreation professionals as has the contemporary interest in ecology. Also, special areas of recreation such as recreation for the aging, the institutionalized, the alcoholic and the juvenile delinquent are receiving increased attention. If approved, the University of Oklahoma would be the only university or college in the state with a complete degree program with a major in recreation. This program seems well thought out and has been carefully studied and approved by our Academic Program Council and by the Provost. It appears to be a reasonable addition to our curriculum.

The program as proposed will require no additional academic space, equipment or faculty.

President Sharp recommended approval of the establishment of a new program leading to the degree Bachelor of Arts with a major in recreation, subject to the approval of the program by the Oklahoma State Regents for Higher Education.

Approved on motion by Regent Mitchell.

IV. Changes in Academic Departments

a. College of Business Administration

President Sharp reported the following changes in the College of Business Administration:

Professor Robert A. Ford has been named Director of the Division of Finance in the College of Business Administration.

Associate Professor Rodney E. Evans has been named Director of the Division of Marketing in the College of Business Administration.

The name of the Division of Business Communications and Business Law has been changed to that of the Division of Environmental Analysis and Policy.

This name change was required in order to provide greater flexibility of program and to more accurately reflect the activities of the Division. The term "environment" in the title refers to the business environment and not to more general questions of ecology. The new title is not uncommon in colleges of Business Administration and is becoming to be the preferred nomenclature.

D. Finance and Management

I. Non-Academic Personnel

a. Educational and General and Agency Budgets

APPOINTMENTS:

Harold Elmer Douglas, Procedures Analyst, Administrative Systems, \$9,000 for 12 months, November 1, 1973. Professional Staff. E&G Budget page 51, position 5.

Edward Charles Evans, Assistant Basketball Coach, Athletic Department, \$13,500 for 12 months, October 29, 1973. Professional Staff. Agency Budget page 6, position 20.

Arthur Thomas Gibson, Swimming Pool Manager, University Recreation Swimming Pools, \$10,500 for 12 months, December 1, 1973. Professional Staff. Funds available in University Housing account.

Larry Loyd Gilliam, Auditor III, Internal Auditing, \$11,800 for 12 months, November 12, 1973. Professional Staff. E&G Budget page 45, position 3.

Max McGregor, Programmer, R & E Computer Services, \$9,000 for 12 months, October 22, 1973. Professional Staff. E&G Budget page 333, position 7.

Robert L. Miller, reappointed Program Specialist, Southwest Center for Human Relations Studies, \$12,000 for 12 months, October 1, 1973. Professional Staff. \$7,883 from E&G Budget page 275, position 1 and \$1,117 from E&G B Budget page 144, position 998.

Frank Lyons Rose, Jr., Senior Placement Officer, Personnel Services, \$8,500 for 12 months, November 7, 1973. Professional Staff. E&G Budget page 56, position 4.

Horace Stevenson, Manager of OCCE Food Service, OCCE Housing, \$10,000 for 12 months, November 19, 1973. Administrative Staff. Agency Budget page 24, position 2.

Calvin Whittaker, Auditor III, Internal Auditing, \$11,500 for 12 months, November 12, 1973. Professional Staff. E&G Budget page 45, position 4.

CHANGES:

Amour J. Andrews, title changed from Student Development Counselor to Career Development Counselor, Student Activities, salary increased from \$9,000 to \$9,750 for 12 months, August 1, 1973. Increase from 153-205, Veterans Cost of Instr Prog Grant.

Andrew V. Marusak, Assistant to the Vice President for Federal Programs, Washington Liaison Office, salary increased from \$17,200 to \$19,000 for 12 months (increased salary includes \$1,800 annual expense allowance), October 1, 1973. Increase from E&G Budget page 263, Maintenance and Equipment Budget.

Larry L. Pearson, Graphic Artist, University Publications, salary corrected from \$3.60 to \$3.17 per hour, September 29, 1973.

Fannie M. Peters, title changed from Accountant I, Oklahoma Daily, to Accountant II Trainee, Publications Board, salary increased from \$2.64 to \$3.00 per hour, November 1, 1973. Professional Staff. Agency Budget page 149, position 997.

RESIGNATIONS:

William Finley Carlile, Staff Physician, Goddard Health Center, September 22, 1973.

William Dennis Price, Special Assistant to the Athletic Director, November 1, 1973.

Wathene C. Young, Senior Placement Officer, Personnel Services and Work Study Overhead Account, October 10, 1973.

Approved on motion by Regent Bailey.

President Sharp reported the death of William Richard Moore, Staff Physician, Goddard Health Center, on November 27, 1973.

b. Grants and Contracts

NON-ACADEMIC--GRANTS AND CONTRACTS

(All of the following are subject to the availability of funds).

APPOINTMENTS:

Richard Warren Little, reappointed with change in title from Extension Specialist II to Program Development Specialist, OCCE Civil Defense Program, salary increased from \$11,500 to \$13,300 for 12 months, October 1, 1973 to October 1, 1974. Professional Staff. Paid from 155-571.

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Gail Marie Munde, reappointed Illustrator/Artist, Post Office Programs, salary changed from rate of \$3,950, 1/2 time, to \$7,900, full time, for 12 months, November 1, 1973 to July 1, 1974. Professional Staff. Paid from 157-221.

Vincent G. Oberg, Course Moderator, FAA Management Training School, rate of \$12,500 for 12 months, November 5, 1973 to July 1, 1974. Professional Staff. Paid from 157-210.

Warren Lee Osburn, reappointed Project Director, Center for Emergency Preparedness Studies, salary increased from \$15,600 to \$17,500 for 12 months, October 1, 1973 to October 1, 1974. Paid from 155-571.

James Clayton Rutherford, reappointed with change in title from Extension Specialist II to Program Development Specialist, Center for Emergency Preparedness Studies, salary increased from \$11,000 to \$13,500 for 12 months, October 1, 1973 to October 1, 1974. Professional Staff. Paid from 155-571.

Robert John Whitaker, reappointed Radiological Defense Specialist and Extension Specialist II, Center for Emergency Preparedness Studies, rate of \$15,900 for 12 months, October 1, 1973 to November 1, 1973. Title changed to Program Development Specialist, Survival Studies, November 1, 1973 to July 1, 1974. \$10,600 from E&G B Budget page 164, position 998 and \$5,300 from 155-571.

CHANGES:

Richard Artha Dixon, Field Supervisor, Senior Grade, Urban and Community Development, appointment continued to September 1, 1974.

Herschell G. Gordon, title changed from Course Moderator to Senior Course Moderator, FAA Management Training School, salary increased from \$13,000 to \$14,000 for 12 months, December 1, 1973 to July 1, 1974. Professional Staff. Paid from 157-210.

Gene Lee Hauptert, Course Moderator, FAA Management Training School, salary increased from \$13,000 to \$13,500 for 12 months, November 1, 1973 to July 1, 1974. Paid from 157-210.

Mark Ashley Rainer, Jr., title changed from Course Moderator to Senior Course Moderator, FAA Management Training School, salary increased from rate of \$13,000 to \$14,000 for 12 months, December 1, 1973 to July 1, 1974. Professional Staff. Paid from 157-210.

Thomas Jay Ross, Project Director, FAA Management Training School, salary increased from rate of \$24,500 to \$25,500 for 12 months, December 1, 1973 to July 1, 1974. Paid from 157-210.

Clifford Terry Stephens, Course Moderator, FAA Management Training School, salary increased from rate of \$13,000 to \$13,500 for 12 months, November 1, 1973 to July 1, 1974. Paid from 157-210.

Garland Neal Taylor, title changed from Illustrator/Artist to Lead Illustrator/Artist, Post Office Programs, salary increased from rate of \$8,500 to \$10,000 for 12 months, October 1, 1973 to July 1, 1974. Professional Staff. Paid from 157-221.

James Francis Unger, Senior Course Moderator, FAA Management Training School, salary increased from rate of \$14,000 to \$14,500 for 12 months, November 1, 1973 to July 1, 1974. Paid from 127-210.

Charles McKaig Walkingstick, title changed from Lead Illustrator/Artist to Senior Illustrator/Artist, Post Office Programs, salary increased from rate of \$10,000 to \$11,500 for 12 months, November 1, 1973 to July 1, 1974. Paid from 157-221.

RESIGNATIONS:

Dee Ann Kirby, Acting Project Director, Crime Commission on Juvenile Delinquency, December 22, 1973.

Herbert B. Lewis, Senior Course Moderator, FAA Management Training School, November 16, 1973.

Jafar Sabetian, Artist, Post Office Programs, September 6, 1973.

- 155-571 - Civil Defense Univ Ext Prog
- 157-210 - FAA Management Training School
- 157-221 - Admin Spt for Instr & Curr Dev

Approved on motion by Regent Neustadt.

VI. Purchases

a. Phototypesetting Equipment

Our Purchasing Office attempted to obtain bids on 19 items of phototypesetting equipment and supplies for the University Press. This is highly specialized equipment. Only one bid was received, as follows:

Alphatype Corporation

Skokie, Illinois

Delivered and installed

Net

	\$33,697.70	
Less educational discount	<u>2,745.00</u>	\$30,952.70

Funds are available in University Press account 147-309 for this purchase.

President Sharp recommended the award be made to Alphatype Corporation.

Approved on motion by Regent Neustadt.

b. Equipment for University Press

During April, 1973, the University Press obtained the services of a printing consultant to review the operations of the Printing Division. Among other items, the report of this consultant included a listing of additional equipment needed and equipment to be replaced. The most critical needs were a folder and a stitcher-trimmer.

Since the University Press did not have the funds to purchase this equipment, Mr. Shaw turned to the University of Oklahoma Foundation for an interest bearing loan as he had done in the past. After obtaining assurance of a loan, Mr. Shaw proceeded to make the purchase of used equipment. The University Purchasing Office was not contacted apparently because payment was to be made direct to the vendor by the O. U. Foundation.

After a Baum Folder and a McCain-Christensen Stitcher-Trimmer had been delivered, it was decided that a loan from the O. U. Foundation should not be the source of funds to cover the cost. This decision was based partially on a report by Arthur Young & Company, Auditors, criticizing this practice in the past.

After some searching it was found that the \$21,672.10 needed could be obtained from two sources: \$6,133.89 from the sale of surplus and obsolete property and the remainder from a portion of the funds received from the sale of radio station WNAD.

University policy permits the purchase of used equipment if (1) unusual circumstances make such a purchase advantageous to the University and (2) the purchase is made from an established dealer normally dealing in the type of equipment to be purchased. Both requirements are met in this instance.

Although no bids were obtained, the negotiated price seems to be a fair price.

President Sharp recommended the purchase of the following equipment from L. Gould & Co., Chicago:

1 ea McCain, Christensen Inserter Stitcher, Trimmer, with four automatic pockets, 2 hand fee pockets, etc., complete with compressor, conveyor, AC three phase electrical equipment and extra heads. FOB Chicago.	\$15,500.00
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1 ea 25 x 28 Baum Folder with suction, pile feeder and AC motor. FOB Chicago.	3,900.00
Installation of above equipment	<u>2,272.10</u>
	\$21,672.10

Approved on motion by Regent Neustadt.

c. Laundry Service

President Sharp said bids have been received through Central Purchasing for furnishing laundry service for OCCE Housing for the period January 1 through December 31, 1974. Payment will be from the OCCE Housing accounts and other units that will use the contract.

Bids received are:

Oklahoma City Linen Service Oklahoma City	\$20,025
Up-to-Date Laundry & Dry Cleaners Shawnee	\$21,475

President Sharp recommended the award be made to Up-to-Date Laundry & Dry Cleaners, the holder of the 1973 contract. The Oklahoma City Linen Service had this contract for the period January 1 through December 31, 1971 and they did not meet our minimum requirements.

Approved on motion by Regent Neustadt.

d. Newsprint

President Sharp requested and received unanimous consent to add the following item to this agenda for consideration:

In November Central Purchasing attempted to obtain bids on offset newsprint for use by The Oklahoma Daily. As expected, no bids were obtained.

Since the supply of newsprint has been very short for some time, and allocations are tightly controlled, our Purchasing Office contacted Bowater Sales Company to determine what could be done. We turned to Bowater Sales because this company has furnished our newsprint through local vendors since a new press was purchased a few years ago.

Our need for newsprint is approximately 450,000 pounds. Bowater Sales Company will make a definite commitment for only 320,000 pounds with more to be furnished if available. Also, no firm price was obtainable. The price is now \$173.00 per ton. Bowater Sales Company has applied to the Cost of Living Council for an increase of \$15.00 per ton effective January 1, 1974 and a further increase of \$10.00 per ton effective July 1, 1974. These increases are in line with the announced increases by Canadian paper mills, the main U.S. source of newsprint.

President Sharp recommended placing an order direct with Bowater Sales Company for the 320,000 pounds of newsprint at \$173.00 per ton with the understanding the University will accept any price increases approved by the Cost of Living Council.

Approved on motion by Regent Neustadt.

e. Fuel Oil Storage Tanks

President Sharp requested and received unanimous consent to add the following item to this agenda for consideration:

In July, 1973, Central Purchasing obtained bids on eight (8) each fuel oil tanks. The low bidder was American Tank and Construction Co., Tulsa, with a bid of \$39,672. Award of this bid was recommended to the Board of Regents and was accepted as recommended. Central Purchasing issued the order on August 7 for 60 day delivery.

After the 60 day delivery period had passed with no delivery, we began calling the company. During the period from mid-October to December 3 we called eight or ten times. At first we were promised delivery by certain dates in the future. Later, the answers became more indefinite to the point of virtually telling us delivery would not be made.

During the time we were contacting the vendor we also contacted Central Purchasing. Central Purchasing had no success getting a firm delivery date established and, when we suggested action be taken on the vendor's performance bond, we met with resistance because it was the belief of Central Purchasing that such action would not accomplish anything.

Faced with a serious situation, the Purchasing Office started hunting for tanks. On December 5 we were notified by Rose Equipment Co., the second low bidder on the original bid, that a conditional commitment had been obtained for sufficient steel to build the tanks but the price would be \$51,793.20 and Rose Equipment Co. had to place the order for the steel that day, i.e. December 5, to get a firm commitment.

This situation was explained to Dr. Nordby and verbal approval was obtained to cancel the order with American Tank and Construction Co. and issue an order to Rose Equipment Co.

Rose Equipment Co. had steel in stock but could only hold it through December 6 because they had other customers waiting on tanks. Therefore, the commitment was made for the tanks in order to preserve a decent delivery date. Such tanks are in extremely high demand at present because of the energy shortage and the need for many companies to have a reserve storage capacity.

We have been assured of delivery as follows:

2 Tanks in December
3 Tanks in January
3 Tanks in February

President Sharp recommended approval of this purchase as explained above.

Regent Braly raised a question about the performance bond of American Tank and Construction Company. Vice President Nordby said we worked through Central Purchasing to obtain these tanks and Central Purchasing did not want to take action on the bond. It was their feeling that with the present state of the economy, if action was taken on the performance bond, no bids would be submitted by their firm in the future. Mr. Braly pointed out that this represents a \$12,000 loss to the University and that he is not in favor of remitting this amount to the contractor in this case and cancelling the order. Mr. Braly said he has no objection to purchasing the tanks from Rose Equipment Company, but he does not believe we should release American Tank from their performance bond; that we should proceed to collect on the bond in view of the breach of contract. If Central Purchasing will not proceed in accordance with our directions, he questioned whether we should continue with orders through Central Purchasing. Regent Brett agreed that for the future it is important for us to know what remedies we have if a firm reneges on a Central Purchasing contract. If Central Purchasing will not take action on a performance bond in cases such as this one and we have no right to in their stead, he suggested we might want to consider that before purchasing through Central Purchasing.

After further discussion, Regent Braly moved approval of the purchase of eight fuel oil storage tanks from Rose Equipment Company at a cost of \$51,793.20 and that the purchase order to American Tank and Construction Company be held in abeyance pending a determination by Legal Counsel on their breach of contract and the status of the performance bond. Approved.

VII. Project Financing

a. Proposal, Contract and Grant Report

The following summary of proposals for contracts and grants for the Norman Campus of the University for November, 1973, was presented. Also reported is a list of all contracts executed during the month of November on proposals previously reported.

December 13, 1973

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UNIVERSITY OF OKLAHOMA
GRANTS AND CONTRACTS ADMINISTRATION

PROPOSAL REPORT

November 1973 - New Proposals

Amount

ARTS AND SCIENCES

Awareness Workshops in Earth Science for Elementary
Science Leadership in Oklahoma \$ 81,189.00
1,050.00 Matching
OU Proposal Number: 00651
Principal Investigator: John Rusch
Department: Geology
Submitted to: National Science Foundation

ADMINISTRATIVE AND GENERAL

Institutional Application to Participate in Federal
Student Financial Aid Programs 1,887,600.00
OU Proposal Number: 00654
Principal Investigator: Elton Davis
Department: Financial Aids
Submitted to: DHEW - OE

OKLAHOMA CENTER FOR CONTINUING EDUCATION

A Physical Design/Microclimatological Modification 9,600.00
Plan for Watonga, Oklahoma 9,600.00 Matching
OU Proposal Number: 00652
Principal Investigator: Bob Wolf
Department: Regional & City Planning
Submitted to: National Endowment for the Arts

LIBRARY

Library Resources for Japanese Studies 5,000.00
OU Proposal Number: 00653
Principal Investigator: James Zink
Department: Library
Submitted to: Japan Foundation

Total New Proposals - November 1973 \$1,994,039.00

Rejections - November 1973

Amount

Title: Summer Seminar for College Teachers 1974: Traditions
and Modernization in Japan and East Asia \$30,949.00
OU Proposal Number: 00636
Principal Investigator: Sidney Brown
Department: History
Proposal Submitted to: National Endowment for the Humanities

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UNIVERSITY OF OKLAHOMA
GRANTS AND CONTRACTS ADMINISTRATION
CONTRACTUAL REPORT

New Contracts - November 1973

Amount

OKLAHOMA CENTER FOR CONTINUING EDUCATION

157-300 \$ 60,000.00
S.W. Center for Human Relations
U.S. Department of Labor - EPA
Donald J. Hall
A Program Designed to Implement Work Incentive
Program/On-the-Job Training in Selected State
and Local Communities in the United States

152-577 3,937.00
Institutional Development Programs 4,800.00 Matching
Oklahoma Humanities Committee
Floyd Taylor
Oklahoma Humanities Committee Briefing for
P.S.O.'s and Humanists

ADMINISTRATIVE AND GENERAL

155-904 28,350.00
Auxiliary Services 9,450.00 Matching
Department of Transportation - FAA
Bartley Leaders
Airport Master Planning Grant

Total New Contracts - November 1973 \$105,674.00

Modifications - November 1973

Amount

ARTS AND SCIENCES

155-902 \$ 9,968.00
Biological Survey Extension of time to 12-25-73
Department of Defense
Paul Risser
MID ARK Project

154-118 39,345.00
Math Extension of time to 9-30-74
National Science Foundation
Gene Levy
1974 Summer Institute in Mathematics for
Secondary School Teachers

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OKLAHOMA CENTER FOR CONTINUING EDUCATION

153-573 Institutional Development Programs DHEW - OE Floyd Taylor Special Veterans Project	Extension of time to 3-31-74
153-531 SW Center for Human Relations DHEW - OE Donald Hall Right-to-Read Project	25,000.00 Extension of time to 8-31-74
Total Modifications - November 1973	<hr/> \$74,313.00
Total New Business - November 1973	\$179,887.00
New Proposals Submitted - November 1973	Amount
74P042 Edward F. Blick, Aerospace DOD-Durham June 1, 1974 through May 31, 1975 Blade Slap Noise and Bird Aerodynamic Devices	\$ 25,675.00
74P043 Edward F. Blick, Aerospace DOD - Army June 1, 1974 through May 31, 1975 Blade Slap Noise and Bird Aerodynamic Devices	25,675.00
74P044 Andy R. Magid, Mathematics NSF June 1, 1974 through June 1, 1975 Investigations of the Structure of Left Algebraic Groups	
74P045 J. Thomas Pento, Pharmacology NSF May 1, 1974 through April 30, 1977 Physiological Significance of Calcitonin	102,045.00
74P046 J. Thomas Pento, Pharmacology NSF May 1, 1974 through April 30, 1977 Mechanisms Involved in Calcitonin Secretion	91,321.00

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74P047	19,050.00
Li Pi Su, Mathematics	
NSF	
June 1, 1974 through June 1, 1975	
Wallman Compactifications and E-Compactifications	
74P048	98,400.00
Donald Perkins, Zoology	
NSF	
February 1, 1974 through February 1, 1976	
Effects of High Hydrostatic Pressure and Osmo-Ionic Parameters on the Flagellate Phase of Naegleria Gruberi	
74P049	7,280.00
Bernard R. McDonald, Mathematics	
June 1, 1974 through June 1, 1975	
Automorphisms of Classical Groups Over Rings	
74P050	133,914.00
Robert A. Magarian, Pharmacology	
HEW-ACS	
June 1, 1974 through May 31, 1977	
Cyclopropyl Analogs of the Stilbene and Stilbenediol Series as Possible Antiestrogens with Potential Anti- cancer Activity	
74P051	87,055.00
Leon Reiter, Geology	
USDI-Geological Survey	
March 1, 1974 through March 1, 1976	
Microearthquakes, Regional Stresses and Seismic Risk in the Midcontinent	
74P052	59,230.00
Floyd O. Calvert, Architecture	
NSF	
June 1, 1974 through June 1, 1975	
Solar Energy Augmented Heat Pump Heating and Cooling of Schools and Apartments	
74P053	151,570.00
Arnulf P. Hagen, Chemistry	
NSF	
June 1, 1974 through June 1, 1977	
High Pressure Synthesis of Inorganic and Organometallic Compounds	
74P054	110,000.00
Leale E. Streebin, Civil Engineering	
Kerr-McGee Corporation	
N/A (Facilities Grant)	
A Floating Water Quality Laboratory	

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74P055

108,156.00

George W. Reid, Civil Engineering

DOD-US Army

January 1, 1974 through June 30, 1975

MUST Water Treatment and Water Purification Elements

Total New Proposals

\$1,025,471.00

Renewal Proposals Submitted - November 1973

1881

81,109.00

Donald C. Cox, Botany and Microbiology

American Cancer Society

July 1, 1974 through July 1, 1976

A Study of the Biochemical Mechanisms of the Selective
Alteration of Cellular DNA Function by Reovirus

1254

34,828.00

Howard W. Larsh, Botany and Microbiology

HEW-NIH

July 1, 1974 through June 30, 1976

Infectious Disease Training Grant (Medical Mycology)

Total Renewal Proposals

\$115,937.00

Total All Proposals Submitted - November 1973

\$1,141,408.00

Rejections - November 1973

Amount

73P082

\$ 25,247.00

Michael Devine, Industrial Engineering

API

July 1, 1973 through June 30, 1974

Economic Models of Offshore Oil Production
and Their Applications

73P105

7,940.00

Paul A. Brinker, Economics

HEW-NIE

June 1, 1973 through May 31, 1974

Study of the 1969 Graduating Classes of the Ten
Oklahoma City High Schools

December 13, 1973

12662

73P109	94,302.00
W. W. Aldridge, Civil Engineering	
Gerald Kowitz, Education	
NIE	
June 1, 1973 through May 31, 1975	
Partial Credit Evaluation for Scientifically Oriented	
Courses-Phase 1 of: A System for Using the Digital	
Computer for Teaching and Grading Purposes in	
University Curricula	
73P120	10,716.00
J. F. Harp, Civil Engineering	
J. G. Laguros, Civil Engineering	
OWRRI	
July 1, 1973 through June 30, 1974	
A Combinatorial Technique for Integration of Ground-	
water and Impoundment Water for Optimum Utilization	
Processes	
73P121	38,812.00
H. Wayland Cummings, Speech	
NEH	
September 1, 1973 through August 31, 1974	
Development of an Undergraduate Curriculum in Speech Communication	
73P136	29,695.00
James R. Bohland, Geography	
NEH	
August 1, 1973 through November 30, 1974	
The Urban Environment and the Dual Aesthetic Artistic Images of the City	
73P138	42,716.00
Paul G. Risser, Botany and Microbiology	
EPA	
June 1, 1973 through February 28, 1974	
A Survey and Evaluation of Test Methods for Assessing the	
Effects of Chemicals	
73P139	68,730.00
Jerry Purswell, Industrial Engineering	
DOT-NHTSA	
July 1, 1973 through June 30, 1974	
On the Road Driving Behavior and Breath Alcohol Concentration	

December 13, 1973

12663

73P143

46,848.00

Joseph B. Schiel, Geography

HEW-NIH

January 1, 1974 through December 31, 1974

Environmental Factors in Cancer of the Urinary Tract

73P148

7,451.00

Virginia Jane Derebery, Anthropology

William E. Bittle, Anthropology

NEH

December 1, 1973 through December 31, 1974

Therapeutic Healing Practices of Four Indian Tribes

74P019

18,000.00

Edward F. Blick, Aerospace

NASA

September 1, 1973 through August 31, 1976

Aerodynamic Modification of Blade-Vortex Interactions

74P043

25,675.00

Edward F. Blick, Aerospace

DOD-Army

June 1, 1974 through May 31, 1975

Blade Slap Noise and Bird Aerodynamic Devices

Total Proposal Rejections

\$416,132.00

New Grants and Contracts - November 1973

Amount

1965 158-411

\$ 9,841.00

Dr. Martin C. Jischke, Aerospace

USDC-NOAA

04-4-022-13

September 1, 1973 through August 31, 1974

Theoretical Tornado Flow Field Calculations

1966 156-150

14,700.00

Dr. John S. Wickham, Geology and Geophysics

NSF

GA-40850

January 1, 1974 through June 30, 1975

Quantitative Estimation of Deformation Paths in
Folded Carbonate Rocks of the Blue Ridge Province,
Central Appalachians

1967 156-671

OPEN

1968 156-672

OPEN

Total New Contracts/Grants

\$24,541.00

December 13, 1973

12664

Modifications - November 1973

1629 156-407

\$ 8,698.00

Dr. Frank J. Bertalan, Library Science
HEW, Office of Education
Grant OEG-0-8-00376 (055)
Termination June 30, 1974
Administration of Title II of the Elementary and
Secondary Education Act of 1965 to Private School
Children and Teachers in the State of Oklahoma

1707 158-500

Dr. Sybrand Broersma, Physics
NASA, Marshall Space Flight Center
NAS8-30175
Extend time to December 31, 1973
Stero Correlation Spectroscopy

1796 156-110

Dr. C. M. Sliepcevich, Flames Lab
NSF
GK-28151
Extend time to September 30, 1974
Chemical & Physical Phenomena at Elevated Pressures

1799 158-350

Dr. Claude E. Duchon, Meteorology
NCAR
NCAR 183-71 (Prime Contract NSF C460)
Extend time to October 31, 1973
Interaircraft Calibration Experiment

1829 156-118

45,000.00

Dr. Y. Sasaki, Meteorology
NSF
GA-30976
Extend time to April 30, 1975
Variational Approach to Four Dimensional Data Assimilation

1857 158-652

22,223.00

Dr. Leo H. Whinery, Law
Traffic Court, Project Division
7B-74-01
Extend time to June 30, 1974
Predictive Probation Program for Habitual Youthful Traffic Offenders

December 13, 1973

12665

1879 - 156-127

Dr. Irvin L. White, Political Science

NSF

GS-35069

Extend time to December 31, 1974

Prospects for the Management of Mineral Resources of the Seabed:
A Study in the Relation of Technology and Politics in the
International System

1913 158-403

23,000.00

Dr. Morris E. Opler, Anthropology

NEH

RO-6907-73-212

Termination August 31, 1974

The Apacheans: A Comparative Study in Culture & Cultural Dynamics

1947 158-355

1,000.00

Dr. Don E. Kash, Science and Public Policy

CEQ

EQC328

Termination December 31, 1973

Assessment of North Sea Oil and Gas Operation

1953

Executive Director, ORA

DOT-FAA

-4 158-766 Termination December 3, 1973

284.40

-7 158-770 Extend time to December 31, 1973

-8 158-771 Termination March 1, 1974

470.88

Total Modifications -November 1973

\$100,676.28

Total New Business November 1973 - \$125,217.28

President Sharp recommended that the President of the University or his designees be authorized to execute contracts on the pending proposals as negotiations are completed. The contract budgets may differ from the proposed amounts, depending upon these negotiations.

Approved on motion by Regent Bailey.

F. The University Community

VI. Student Services

a. Daily Rate for Sooner City Nursery

In order to provide service to families whose needs would best be served by utilizing the Sooner City Nursery on a daily basis rather than monthly, President Sharp proposed that a daily rate of \$5.00 be added to the fee schedule of the Sooner City Nursery. This is the daily amount approved by the Dependent Childrens Assistance Program of DISRS.

President Sharp recommended the \$5.00 daily rate for Sooner City Nursery be approved, effective January 1, 1974.

Approved on motion by Regent Braly.

G. Operations and Physical Plant

I. New Construction

a. Major Capital Improvements Program Report

As shown on the following pages, 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. No action was required.

b. Indoor Swimming Pool

President Sharp said the indoor swimming pool has been inspected by the architect and University representatives and found to be substantially complete except for punch list items which must be completed.

President Sharp recommended that the indoor swimming facility be accepted as substantially complete on December 3, 1973, subject to completion of the punch list items.

Approved on motion by Regent Santee.

II. Renovation, Repair, Remodeling

a. Richards Hall

At the meeting on April 12, 1973, plans for the renovation of the sub-basement of Richards Hall were approved. A project cost of \$50,000 was authorized to be provided from Section 13 and New College Funds. The project cost was later increased by \$5,000 to \$55,000.

THE UNIVERSITY OF OKLAHOMA
OFFICE OF ARCHITECTURAL & ENGINEERING SVCS.

PROGRESS REPORT, DECEMBER 73.

MAJOR CAPITAL IMPROVEMENTS PROGRAM

PROJECTS UNDER CONSTRUCTION

Project	Architect	Contractor	Contract Award Date	Original Adjusted Completion Date	Original Current Contract Amount	Status (% complete)	Sources of Funds
NORMAN CAMPUS							
Research & Manuf. Hangar	Office of Facilities Planning	Satellite Constr.	07/21/70	01/15/70	<u>185,000</u> 187,000	99%	OU DA
Renovation III, Couch Center South Tower	Shaw & Shaw	Constructors, Inc.	03/27/72	07/01/72	203,960	99%	OU DA
Indoor Swimming Pool	Fritzler, Knoblock, Furry	Constructors, Inc.	09/14/72	<u>08/26/73</u> 10/15/73	<u>405,000</u> 405,080	99%	Athletic Dept. - Private Gifts. Student Activities Fund - Section 13 & New College Funds. Murray Case Sells Bldg. Fds.
Carnegie Renovation	A. & E. Services	Walter Nashert & Sons, Construction Manager	11/8/73	01/15/74	<u>87,000</u> 117,000	10 %	Section 13
Lloyd Noble Center	Sorey, Hill, Binnicker	Rayco Constr. Co.	01/11/73	<u>01/10/75</u> 01/22/75	<u>4,929,000</u> 4,679,149	25 %	Student Facilities System Bond of 1971
Hester-Robertson Physical Sciences Center Renovations	Nusbaum & Thomas	Walter Nashert & Sons, Construction Manager	Varies	12/01/73	604,986	99 %	Housing and other Auxiliary Funds Section 13 and New Col. Funds.
Jefferson House & Dining Hall Air Conditioning	Don Bass & Assoc.	Barbour & Short Const. Company	06/12/73	11/19/73	241,517	75 %	Athletic Department
Outdoor Swimming Pool	Fritzler, Knoblock Furry	Constructors, Inc.	10/04/73	03/28/74	299,265	7 %	Bureau of Outdoor Recreation Murray Case Sells Bldg. Funds. E.A. Walker Estate Resources & Other Aux. Res.
Buchanan Hall Renov.	A. & E. Services	Physical Plant	06/15/73	02/01/74	227,000	40 %	Section 13 and New College Funds.
Cross Center Apartments (Phase I)	A. & E. Services	Barbour & Short Const. Mgr.	Varies	03/01/74	180,000	-0-	Department of Housing Reserves.

THE UNIVERSITY OF OKLAHOMA
OFFICE OF ARCHITECTURAL & ENGINEERING SERVICES.

MAJOR CAPITAL IMPROVEMENTS PROGRAM

PROGRESS REPORT, DECEMBER 73.

PROJECTS IN VARIOUS STAGES OF PLANNING

Project	CMP Priority No.	Architect	Contract or Letter	Estimated Cost	Status
NORMAN CAMPUS					
Richards Hall Renovation	1	--	--	562,000.00	--
Richards Hall Fixed Equipment	2	--	--	110,120 .00	--
Richards Hall Movable Equipment	3	--	--	167,015 .00	--
Old Science Hall Renovation	4	--	--	278,000.00	--
Old Science Hall Fixed Equipment	5	--	--	68,202.00	--
Gittinger Hall Renovation	6	--	--	367,000.00	--
Gittinger Hall Fixed Equipment	7	--	--	5,298.00	--
Gittinger Hall Movable Equipment	8	--	--	1,803.00	--
Kaufman Hall Renovation	9	--	--	430,600.00	--
Kaufman Hall Fixed Equipment (includes TBT Equipment)	10	--	--	49,798.00	--
Kaufman Hall Movable Equipment	11	--	--	3,861.00	--
Felgar Hall Renovation	12	--	--	805,000.00	--
Felgar Hall Fixed Equipment (includes TBT equipment)	13	--	--	18,152.00	--
Felgar Hall Movable Equipment	14	--	--	5,151 .00	--
Oklahoma Memorial Stadium/College of Environmental Design	15	--	--	544,500.00	--
College of Environmental Design Fixed Equipment	16	--	--	55,011 .00	--
College of Environmental Design Movable Equipment	17	--	--	41,406.00	--

THE UNIVERSITY OF OKLAHOMA
OFFICE OF ARCHITECTURAL & ENGINEERING SERVICES

MAJOR CAPITAL IMPROVEMENTS PROGRAM

PROGRESS REPORT, DECEMBER 73.

PROJECTS IN VARIOUS STAGES OF PLANNING

Project	CMP Priority No.	Architect	Contract or Letter	Estimated Cost	Status
NORMAN CAMPUS					
Nielson Hall Renovation	18	--	--	496,000.00	--
Nielson Hall Fixed Equipment	19	--	--	7,157.00	--
Nielson Hall Movable Equipment	20	--	--	210,000.00	--
DeBarr Hall Renovation	21	--	--	649,000.00	--
DeBarr Hall Fixed Equipment	22	--	--	498,089.00	--
DeBarr Hall Movable Equipment	23	--	--	177,737.00	--
Gould Hall Renovation	24	--	--	719,800.00	--
Burton Hall Renovation	25	--	--	368,000.00	--
Engineering Lab. Renovation	26	--	--	116,300.00	--
Engineering Lab. Fixed Equipment	27	--	--	3,132.00	--
Engineering Lab. Movable Equipment	28	--	--	5,370.00	--
Pharmacy Building Renovation	29	--	--	225,000.00	--
Pharmacy Building Fixed Equipment	30	--	--	17,260.00	--
Jacobson Hall Renovation	31	--	--	153,500.00	--
Carpenter Hall Renovation	32	--	--	261,500.00	--
Holmberg Hall Renovation	33	--	--	255,500.00	--
Carnegie Hall Renovation	34	--	--	136,000.00	--
Womens Building Renovation	35	--	--	140,400.00	--
Adams Hall Modifications	36	--	--	30,200.00	--

THE UNIVERSITY OKLAHOMA
OFFICE OF ARCHITECTURAL & ENGINEERING SERVICES

MAJOR CAPITAL IMPROVEMENTS PROGRAM

PROGRESS REPORT, DECEMBER 73.

PROJECTS IN VARIOUS STAGES OF PLANNING

Project	CMP Priority No.	Architect	Contract or Letter	Estimated Cost	Status
NORMAN CAMPUS					
Adams Hall Fixed Equipment	37	--	--	30,348.00	--
Nuclear Engineering Lab. Modifications	38	--	--	32,000.00	--
Main Campus Water Well	39	--	--	25,000.00	--
Separation of O.U. water system from Norman system.	40	--	--	50,000.00	--
South Oval Improvements	41	--	--	250,000.00	--
South Perimeter Improvements	42	--	--	135,000.00	--
North Perimeter Improvements	43	--	--	210,000.00	--
Student Union-Monnet Hall Area Improvements	44	--	--	36,000.00	--
Old Science Hall Area Improvements	45	--	--	32,000.00	--
Hester-Robertson-Kaufman Hall Area Improvements	46	--	--	45,000.00	--
Oklahoma Memorial Stadium Tennis Courts Improvements	47	--	--	82,050.00	--
Armory Conversion	48	--	--	1,086,000.00	--
Armory Conversion Fixed Equipment	49	--	--	194,000.00	--
Monnet Hall Conversion	50	--	--	101,500.00	--
Law Center - Phase I	51	Edward Durell Stone and Associates Whiteside, Schultz and Associates	C 01/20/72	2,785,000.00 (1,391,000.00) Private Funding	Schematic design was approved at the December 72 Board of Regents meeting.

THE UNIVERSITY OF OKLAHOMA
OFFICE OF ARCHITECTURAL & ENGINEERING SERVICES

MAJOR CAPITAL IMPROVEMENTS PROGRAM

PROJECTS IN VARIOUS STAGES OF PLANNING

PROGRESS REPORT: DECEMBER 73.

Project	CMP Priority No.	Architect	Contract or Letter	Estimated Cost	Status
NORMAN CAMPUS					
Law Center - Phase II	52	Edward Durell Stone and Associates Whiteside, Shultz, and Associates.	C 01/20/72	1,812,000	Design program and contract negotiations for this phase of the work are included with the Law Center, Phase I consideration.
Physical Education Recreation Center	- - -	Reid & Heep	L 10/16/66	4,965,000	Implementation of this project is contingent on development of funding from private sources and/or inclusion in our next phase of capital improvements and state building bond issue program.
Student Activities Center	- - -	Noftsgar & Lawrence	L 07/22/68	Undetermined	Decision regarding implementation of this project rests with final decision on the future of the Physical Education/Recreation Center. The Use Planning Committee was reconstituted, but programming is not proceeding at this time.
University Museum	- - -	Shaw & Shaw	C 04/08/71	2,400,000	Design development drawings completed. Total funding arrangements have not been finalized.
Cross Center Dining Hall Air Conditioning	- - -	Don Bass & Assoc. Engineers	- - -	93,250	Project dormant.
Stadium Expansion	- - -	Wright & Selby	L 01/11/73	To be determined	Lockwood, Andrews, Newman, Consultant Engineers, Houston, Texas have prepared the schematic design studies, in addition to those prepared by Wright & Selby. These studies were reviewed by the Facilities Planning Committee. Additional study on financing is being studied at this time.
Life Sciences Center	- - -	McCune, McCune	L 02/08/66	2,171,000	Project is dormant in anticipation of funding decisions by the State Regents. A Use planning Committee has been established, and the work which has been executed on this project will be reviewed prior to further development.
Library/Learning Resources	- - -	Shaw & Shaw	L 02/08/66	3,080,000	Implementation of this project is contingent on allocation of funds from the current State Bldg. Bond Issue, 1968. Previously developed design studies will be reviewed and (probably) re-done when the project is activated.

The project was delayed because of problems concerning an emergency exit from the sub-basement. This problem has finally been resolved and the project is ready to proceed. The plans and specifications have been prepared by Architectural-Engineering Services. The plans have been developed based on the fast-track concept. The plans are ready to submit to bid. At this time a Construction Manager should be appointed.

Walter Nashert is currently serving as the Construction Manager for the Hester-Robertson and Carnegie Hall renovation projects. Nashert has indicated that the new construction manager branch of their firm can also manage this project.

President Sharp recommended that Nashert-Riek, Inc. be appointed Construction Manager for the Richards Hall sub-basement renovation. The fee will be \$3,250. The \$460 per week general conditions will be shared between the Richards, Copeland and Carnegie renovation projects.

Approved on motion by Regent Neustadt.

b. Copeland Hall

The composition area of the Journalism Press serves the Oklahoma Daily. This area was designed to accommodate the "Hot Type" typeset process which was in use when this area was added to Copeland Hall in the 1956 addition. The Oklahoma Daily now uses the "Cold Type" typeset process. The operation of the Daily has expanded two or three times the size it was when the area was initially completed. More space is not needed if the existing space can be remodeled to operate more efficiently.

Renovation which will include lowering the ceiling, relighting, and a revision of the mechanical system is proposed. A new office, storage, and carousel work/station area will be created. Exposed brick will be covered as well as carpet for the bare concrete. The construction budget is as follows:

Construction	\$16,600
Electrical	3,200
Mechanical	5,500
Fees and Contingency	<u>4,700</u>
Total Cost	\$30,000

Funds are to be provided from reserves in the Journalism Press Auxiliary account.

Time is very important on this project. The renovation should be completed during the Christmas vacation so that the area will be ready for spring semester occupancy. The project was thus designed for fast track. Plans and specifications have been prepared by Architectural-Engineering Services and are ready to submit for bid. A Construction Manager should now be selected. Walter Nashert is currently managing the Hester-Robertson and Carnegie Renovation projects and has indicated that they could also manage this project.

President Sharp recommended that the expenditure of \$30,000 for the "fast track" renovation of the Journalism Press area in Copeland Hall be approved. Funds will be provided from reserves in the Journalism Press Auxiliary account. He further recommended that Nashert-Riek, Inc. be appointed Construction Manager at a fee of \$1,750. The \$460 per week general conditions will be shared between the Richards, Copeland, and Carnegie renovation projects.

Approved on motion by Regent Santee.

IV. Contracts and Agreements

a. Cable Television Agreement

An item was included in the agenda for this meeting pertaining to an agreement with the Norman Cable T.V. Incorporated. The Regents raised questions, however, about the necessity to enter into such an agreement until the University is ready to proceed with development of the cable television. At President Sharp's suggestion, it was agreed to defer action on this matter until the January meeting so that Legal Counsel would be available to provide additional information.

b. Physical Plant Services for NSSL

The National Severe Storms Laboratory presently leases land and space in buildings located in Swearingen Research Park. During the course of normal operations the National Severe Storms Laboratory has need of services and materials not provided by the lease arrangement. The University is willing and able to provide the necessary services and materials to include the following:

- a. Interior remodeling and repair, including electrical and plumbing changes and painting;
- b. Light and heavy hauling;
- c. Attachment and removal on convenience items (e.g. blackboards, pictures, pencil sharpeners, clocks, etc.);

- d. Assistance in the installation of equipment as mutually agreed;
- e. Labor, materials as required and equipment necessary to accomplish the work;
- f. Such other related services as may be ordered by the Contract Monitor.

The University has already provided certain services as the above which have been billed to Swearingen Research Park by the Physical Plant and a contract has been drawn to provide reimbursement by the Government to Swearingen Research Park for these services. The maximum estimated amount of this contract is \$12,000 for the period commencing on July 1, 1973 and continuing through June 30, 1974.

President Sharp recommended that the Regents approve a contract between the United States of America, represented by the Contracting Officer, National Oceanic and Atmospheric Administration, U.S. Department of Commerce, and the University, covering physical plant services for the National Severe Storms Laboratory during the period July 1, 1973 through June 30, 1974.

Approved on motion by Regent Braly.

c. Oklahoma Geological Survey Agreement

President Sharp requested and received unanimous consent to add the following item to the agenda for this meeting:

An agreement has been proposed whereby the Oklahoma Geological Survey and the United States Geological Survey each will pay expenses up to \$75,000 in fiscal year 1974 in support of an investigation of the water resources of Oklahoma. The direct services provided by the Oklahoma Geological Survey will be:

1. Terminal facilities in the U. S. Geological Survey Office in Oklahoma City and computer use at the Merrick Computer Center at the University of Oklahoma. The cost estimate is \$10,000. This amount for direct services may be adjusted to cover actual Oklahoma Geological Survey expenses for the computer facility by amendment to the agreement later in the fiscal year.
2. Geologic information for the Antlers Sand and the Vamoosa Formation cooperative projects. The amount to be credited will be \$15,000 for salaries and field expenses for Dr. Robert Faye, Dr. Ken Johnson, and others.

President Sharp recommended entering into a cooperative agreement with the Department of the Interior as explained above for the period July 1, 1973 to July 1, 1974.

Approved on motion by Regent Neustadt.

VIII. Leases and Easements

a. Swearingen Research Park Lease

Hemisphere Sounds Inc. have agreed to lease 17,251 square feet of Building 605 on the North Campus. An agreement has been reached that the leased period will be from December 1, 1973 through June 30, 1974. In consideration of this lease the lessee agrees to pay a monthly rent amounting to \$2,156.38. The University will provide the building with water, lighting, heat, sewer service and trash removal. However, this will be limited to a total cost of \$300 per month. Cost for these services in excess of this \$300 will be paid by the lessee. In addition, the University will provide at no extra cost building maintenance, ground service and fire and police protection as it exists within the University.

President Sharp recommended approval of entering into a lease agreement with Hemisphere Sounds for Building 605 at a stated rent of \$2,156.38 per month for a period from December 1, 1973 through June 30, 1974.

Approved on motion by Regent Brett.

b. OG&E Easement

Oklahoma Gas and Electric Company plans to install a feeder circuit along Rock Creek Road at the western edge of Max Westheimer Field to provide service continuity to the Brookhaven area of Norman. The extension of the circuit from the existing circuit east of Interstate 35 will require an easement, 10' X 30', for a new anchor.

The anchor and the attached down guy wire do not appear to in any way affect the surrounding property. There does not appear to be any FAA restrictions pertaining to this. If approval must be acquired from FAA, it will be obtained following Regents' approval of the easement.

President Sharp recommended that the easement for the new anchor be approved and the President of the Board be authorized to execute the appropriate documents. The precise legal description is as follows:

Said easement is a part of the Northeast Quarter of Section 14, Township Nine North (T-9-N), Range Three West (R-3-W), of the Indian Meridian, and is more particularly described as:

Beginning at a point 25.0 feet north and 100.0 feet east of the Southwest corner of the Northeast Quarter of said Section 14; thence east a distance of 30.0 feet; thence north a distance of 10.0 feet; thence west a distance of 30.0 feet; thence south a distance of 10.0 feet to said point of beginning.

Regent Braly raised a question about the ability of the University to require that this anchor and guy wire be removed at no expense to the University if some time in the future this would interfere with the effective operation of the airport. He suggested that a provision requiring this might be inserted in all easements granted by the University. Dr. Tucker stated, however, that this might not be feasible in all easements granted by the University since some items of this nature are being done at the request of the University; he suggested that this remain flexible so that Legal Counsel may negotiate; he indicated there should be no problem with inserting such a provision in the easement under consideration at this time.

Regent Braly moved approval of the recommendation regarding granting this easement to Oklahoma Gas and Electric Company with the understanding the anchor and guy wire will be removed any time in the future when a request is submitted by the University and at no cost to the University. He moved further that Legal Counsel be instructed to consider inserting this provision in future easements granted by the University. Approved.

There being no further business the meeting adjourned at 12:05 p.m.



Mrs. Barbara H. James
Secretary of the Board of Regents

Others present at all or part of the meeting:

Dr. Harold Zallen, Associate Vice President for Administration and Finance,
Health Sciences Center
Dr. Robert Shapiro, Associate Vice President for Administration and Finance

December 13, 1973

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Mr. Arthur Tuttle, University Architect
Mr. Jack Cochran, Director of Public Relations
Mr. Frank Teich, General Manager of Housing
Mr. Harold Ray, Assistant to Vice President for University Communication
Mrs. Jack Santee
Mrs. Thomas R. Brett
Mrs. Huston Huffman
Mr. Joe Bill Strealay, Student President
Mr. Gary Smith, Internal Auditor
Mr. Jerry Farley, Assistant to the Vice President for Administration and Finance
Mr. Mike Treps, Director of Media Information
Mr. Jim Bross, The Norman Transcript
Mr. Steve Trolinger, The Daily Oklahoman
Ms. Donna Campbell, Oklahoma Daily
Ms. Kay Dyer, Oklahoma City Times
Ms. Laura Hooten, Duncan Banner
Ms. Mary Davis, Tulsa World
Mr. David Balloff, Student Information Office
Mr. Bill Boren, KNOR
Mr. Dick Nelson and Mr. Jack Colmes, WKY-TV
Ms. Pam Olson and Mr. Ray Bribiesca, KWTW
Mr. Jim Bunn, KNOR