

CONTENTS  
MINUTES OF A REGULAR MEETING  
BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA  
JUNE 18, 1981

Minutes of the meeting held on May 14, 1981 (16466)

REPORT OF THE PRESIDENT OF THE UNIVERSITY (16466)

Report on Bizzell Memorial Library Expansion

Announcement of Library Gift from Kerr Foundation

| I. The University  | <u>Page</u> |
|--|-------------|
| Investments. . . . .   | 16467       |
| Litigation - Stolen Property . . . . .                       | 16467       |
| Litigation - Board of Equalization . . . . .                 | 16468       |
| Composition of the Athletics Council . . . . .               | 16468       |
| II. Oklahoma City Campus (Health Sciences Center)            |             |
| Faculty Personnel Actions. . . . .                           | 16469       |
| Agreement with Faculty Member. . . . .                       | 16475       |
| Actions by Oklahoma State Regents for Higher Education . . . | 16476       |
| Academic Appeals Boards. . . . .                             | 16478       |
| Policy Regarding Dishonest Work by Students. . . . .         | 16479       |
| Administrative and Professional Personnel Actions. . . . .   | 16481       |
| Proposal, Contract, and Grant Report . . . . .               | 16481       |
| College of Pharmacy Building - Architectural Selection . . . | 16481       |
| 434-Car Parking Structure and EMTC Hospital and Clinics. . . | 16485       |
| Report on Major Capital Improvement Projects . . . . .       | 16485       |
| III. Norman Campus   |             |
| Faculty Personnel Actions. . . . .                           | 16485       |
| The Alfred P. Murrah Professorship . . . . .                 | 16490       |

|  | <u>Page</u> |
|--|-------------|
| Academic Misconduct Code. . . . .  | 16490       |
| Administrative and Professional Personnel Actions . . . . .                        | 16506       |
| Sexual Harassment Grievance Procedure . . . . .                                    | 16507       |
| Student Activity Fee Distribution for 1981-82 . . . . .                            | 16514       |
| Funds for College of Engineering Research and<br>Instructional Equipment . . . . . | 16515       |
| Oklahoma Memorial Union Budget for 1981-82. . . . .                                | 16515       |
| Purchase of Gasoline and Gasohol. . . . .  | 16515       |
| Purchase of Kodak Copier-Duplicator . . . . .                                      | 16516       |
| Purchase of Drilling Rig. . . . .  | 16517       |
| Football Team Air Transportation. . . . .  | 16518       |
| Maintenance Agreement - Building Automation System. . . . .                        | 16518       |
| Proposal, Contract, and Grant Report. . . . .                                      | 16519       |
| Max Westheimer Field Ground Lease . . . . .  | 16519       |
| Couch Tower Renovation - Architectural Selection. . . . .                          | 16521       |
| Jefferson House Renovation. . . . .  | 16526       |
| Sam Viersen Gymnastics Center . . . . .  | 16527       |
| The Huston Huffman Center . . . . .  | 16527       |
| Reroofing of Four Main Campus Buildings . . . . .                                  | 16528       |
| Report on Major Capital Improvement Projects. . . . .                              | 16528       |

MINUTES OF A REGULAR MEETING  
THE UNIVERSITY OF OKLAHOMA BOARD OF REGENTS  
JUNE 18, 1981

A regular meeting of the Board of Regents of The University of Oklahoma was held in Dining Room 5 of the Oklahoma Memorial Union on the Norman Campus of the University on Thursday, June 18, 1981 beginning at 9:30 a.m.

Notice of the time, date, and place of this meeting was submitted to the Secretary of State as required by Enrolled House Bill 1416 (1977 Oklahoma Legislature).

The following were present: Regent Dee A. Replogle, Jr., President of the Board, presiding; Regents Charles E. Engleman, Ronald H. White, M.D., Dan Little, Julian J. Rothbaum, Tom McCurdy, and John M. Imel.

The following also were present: Dr. William S. Banowsky, President of the University, Provosts John R. Morris and Clayton Rich, Vice Presidents Arthur J. Elbert and David A. Burr, Dr. R. Gerald Turner, Executive Assistant to the President, and Barbara H. James, Executive Secretary of the Board of Regents.

The minutes of the meeting held on May 14, 1981 were approved as printed and distributed prior to the meeting on motion by Regent McCurdy and with the following affirmative vote: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

President Banowsky reported the construction of the Bizzell Memorial Library expansion is continuing in a very successful way. He said the project will be completed by April and we will be using the addition by this time next year. President Banowsky announced a \$200,000 grant from the Kerr Foundation especially for the acquisition of books and new materials for the library. He said the Kerr Foundation has been an unstinting and persistent supporter of The University of Oklahoma and their gift will be matched with an additional \$400,000 to be raised from private sources over the next year.

President Banowsky said this gift comes on top of a dramatic three-year program of increases for the library through the regular University budget. In the 1979-80 budget a special on-going increase of \$400,000 was initiated and that has been continued in '80-81 and will be continued in '81-82. He said an additional \$300,000 was added on top of that figure for '80-81 and another \$200,000 has been included in the budget for next year. Together, these increases mean that we will have spent in three years an additional \$2 million for books and periodicals over what the 1978-79 budget would have permitted.

June 18, 1981

16467

The Kerr gift and matching challenge will provide an additional \$600,000 on top of the \$2 million. These funds will provide a large base for library strength and University growth during the 1980's and the 1990's.

President Banowsky expressed appreciation to the Kerr Foundation for this gift.

## I. The University

### INVESTMENTS

J. & W. Seligman & Co., investment advisors, have recommended the following changes in the Regents' portfolio:

Sell:       1,000 shares Bausch & Lomb  
              800 shares Atlantic Richfield  
              400 shares Kerr-McGee Corp.

Buy:         300 shares Tandem Computers  
              1,000 shares of McGraw-Hill  
              \$40,000 Federal Home Loan Banks 15.80% 1/25/84

This recommendation is made to further reduce our oil holdings at this time because of the current problems being experienced in this investment group. The Tandem Computers is a high technology company dealing in minicomputers and appears to have great growth potential.

The President of the University and the University Trust Officer have approved these transactions and they have been completed.

President Banowsky recommended confirmation of the investment transactions shown above.

Regent McCurdy moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

### LITIGATION - STOLEN PROPERTY

It was recently revealed that certain persons have stolen rare documents and historical photographs from the University of Oklahoma some of which have reportedly been sold. Chief Legal Counsel has requested authority to pursue appropriate legal remedies against the persons involved in the theft and withholding of University's property.

President Banowsky recommended that University Chief Legal Counsel be authorized to proceed with appropriate legal remedies in this matter.

Regent Engleman moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

#### LITIGATION - BOARD OF EQUALIZATION

A recent Oklahoma Supreme Court decision, FINIS W. SMITH, JOHN W. YOUNG ex rel. STATE OF OKLAHOMA v. STATE BOARD OF EQUALIZATION, et al., required the Board of Equalization to certify each special fund which directly receives funds in the form of taxes, fees, charges, grants, or other revenue. This could be interpreted as meaning any money received by the University regardless of source or lawfully restricted conditions would have to be estimated according to the formula contained in Article X Section 23 of the Constitution. This could have a dramatic impact on the University including grants and contracts, and auxiliary enterprise funds and revolving funds. Chief Legal Counsel requests authority to intervene in the case as a friend of the Court.

President Banowsky recommended University Chief Legal Counsel be authorized to intervene in this case as a friend of the Court.

Regent Little moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

#### COMPOSITION OF THE ATHLETICS COUNCIL

During the past academic year, recommendations concerning changes in the composition of the Athletics Council have been received from the Norman Campus Faculty Senate, the Oklahoma City Campus Faculty Senate, the Employee Executive Council, the University of Oklahoma Student Association, the Health Sciences Center Combined Student Government Association, and the Athletics Council itself. Needless to say, many of these recommendations were mutually exclusive. The current Council has nine voting members: five faculty members with no alternates, two alumni members with alternates, two Norman Campus student members with alternates, one non-voting Norman Campus staff member, and one non-voting student member from the Oklahoma City Campus.

To address these requests as equitably as possible while remaining within the NCAA requirement that the Council's majority consist of faculty members, it has been proposed that the composition of the Athletics Council consist of the following:

|                         |                                  |
|-------------------------|----------------------------------|
| 6 faculty               | 3 alternates (1 from OKC Campus) |
| 2 alumni                | 1 alternate                      |
| 1 staff (Norman Campus) | 1 alternate                      |
| 2 students*             | 1 alternate                      |

\*One Oklahoma City Campus student would hold one of the student positions, but would have a vote on even numbered years and serve as the alternate on odd numbered years. All students will serve two-year terms instead of one.

This is the only council or committee at the University with a history of a high proportion of alternate positions. Therefore, an effort has been made, when possible, to have half the number of alternates as there are voting members in order to keep the total number of council participants at a workable level.

President Banowsky recommended that the composition of the Athletics Council be changed from nine to eleven members as outlined above.

Regent McCurdy moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

## II. Oklahoma City Campus (Health Sciences Center)

### FACULTY PERSONNEL ACTIONS

#### LEAVES OF ABSENCE:

Leroy T. Gathman, Professor of Psychiatry and Behavioral Sciences, sabbatical leave of absence with full pay, September 1, 1981 to February 28, 1982. To become a surveyor for the Joint Commission of Accreditation of Hospitals, in the Accreditation Program for Psychiatric Facilities.

Janet S. Wilson, Assistant Professor of Nursing, leave of absence without pay extended, July 1, 1981 to July 1, 1982.

#### APPOINTMENTS:

James Robert Norris, Ph.D., Adjunct Associate Professor of Community Medicine, without remuneration, April 1, 1981.

Gary VanDenbos, Ph.D., Adjunct Associate Professor of Community Medicine, without remuneration, April 1, 1981.

Mavis Irene Fairbanks, Adjunct Assistant Professor of Community Medicine, without remuneration, April 1, 1981.

June 18, 1981

16470

Stephen Gordon ReMine, M.D., Clinical Assistant Professor of Surgery, without remuneration, July 1, 1981.

Khalil Ahmad, M.B.B.S., Clinical Instructor in Medicine, without remuneration, May 1, 1981.

Dennis George Blanchett, M.D., Clinical Instructor in Medicine, without remuneration, May 1, 1981.

James Raymond Lauridson, M.D., Clinical Instructor in Medicine, without remuneration, April 1, 1981.

Katherine Elizabeth Scheirman, M.D., Clinical Instructor in Medicine, without remuneration, May 1, 1981.

John Patrick Livingston, M.D., Clinical Instructor in Orthopaedic Surgery and Rehabilitation, without remuneration, July 1, 1981.

Margaret Smollen Jaffe, Visiting Lecturer in Community Medicine and in Family Practice, without remuneration, July 1, 1980.

Richard Alan Poel, D.O., Visiting Lecturer in Community Medicine and in Family Practice, without remuneration, April 27, 1981.

| NAME and TITLES   | ANNUAL<br>INCOME<br>CEILING | ANNUAL<br>FTE SALARY         | ANNUAL<br>GUARANTEED BASE SALARY |                            | ANNUAL<br>PPP EARNINGS<br>POTENTIAL | EFFECTIVE<br>DATE      |
|---|-----------------------------|------------------------------|----------------------------------|----------------------------|-------------------------------------|------------------------|
|   |                             |                              | TENURED                          | NON-TENURED                |                                     |                        |
| <b>APPOINTMENTS:</b>  |                             |                              |                                  |                            |                                     |                        |
| Yu-Yun Xu, M.D., Visiting Associate Professor of Pediatrics   | \$ 7,500                    | \$ 7,500                     |                                  | \$ 7,500                   | \$ -0-                              | 2-1-81 thru<br>1-30-82 |
| Joan Liebenheim Webb, M.D., Associate Professor of Psychiatry and Behavioral Sciences   | 70,000                      | 70,000                       |                                  | 65,112                     | 4,888                               | 6-1-81 thru<br>6-30-81 |
| Amathul A. Shakir, M.D., Assistant Professor of Anesthesiology  | 130,000                     | 76,000                       |                                  | 70,000                     | 60,000                              | 5-1-81 thru<br>6-30-81 |
| Russell Glen Postier, M.D. Assistant Professor of Surgery   | 100,000                     | 70,000                       |                                  | 30,000                     | 70,000                              | 7-1-81 thru<br>6-30-82 |
| Elise Dimon, Special Instructor in Otorhinolaryngology  | 18,500                      | 18,500                       |                                  | 18,500                     | -0-                                 | 3-2-81 thru<br>6-30-81 |
| Vicky Vineyard, Special Instructor in Otorhinolaryngology   | 15,046                      | 15,046                       |                                  | 15,046                     | -0-                                 | 3-2-81 thru<br>6-30-81 |
| <b>CHANGES:</b>   |                             |                              |                                  |                            |                                     |                        |
| Paul S. Anderson, title changed from Director, School of Public Health, to Interim Dean, College of Public Health, Chair, Department of Biostatistics and Epidemiology, and Acting Chair, Department of Environmental Health. Retains titles of Professor of Biostatistics and Epidemiology and Adjunct Professor of Community Medicine |                             |                              | FROM: 54,000<br>TO: 59,500       | FROM: 45,000<br>TO: 49,500 | FROM: 9,000<br>TO: 10,000           | 7-1-81                 |
| Joseph P. Barry, Associate in Research Medicine and Special Instructor in Community Medicine  | FROM: 65,000<br>TO: WITHOUT | FROM: 65,000<br>REMUNERATION |                                  | FROM: 30,543               | FROM: 34,457                        | 4-1-81                 |
| Aly Fahmy, Professor of Pathology and Adjunct Professor of Clinical Laboratory Science  | 76,000                      | 76,000                       | FROM: 59,812<br>TO: 72,612       |                            | FROM: 16,188<br>TO: 3,388           | 1-11-81                |

June 18, 1981

16471



| NAME and TITLES  | ANNUAL<br>INCOME<br>CEILING | ANNUAL<br>FTE SALARY       | ANNUAL<br>GUARANTEED BASE SALARY |                            | ANNUAL<br>PPP EARNINGS<br>POTENTIAL | EFFECTIVE<br>DATE       |                      |
|--|-----------------------------|----------------------------|----------------------------------|----------------------------|-------------------------------------|-------------------------|----------------------|
|  |                             |                            | TENURED                          | NON-TENURED                |                                     |                         |                      |
| Otakar F. Filip, Associate in Pathology  | 60,000                      | 60,000                     |                                  | FROM: 35,000<br>TO: 47,300 | FROM: 25,000<br>TO: 12,700          | 1-11-81 thru<br>6-30-81 |                      |
| Rudolf Fischer, Instructor in Radiologic Technology  |                             | FROM: 27,000<br>TO: 30,000 |                                  | 19,000                     | FROM: 8,000<br>TO: 11,000           | 4-22-81 thru<br>6-30-81 |                      |
| Dayl Jean Flournoy, Assistant Professor of Pathology and Adjunct Assistant Professor of Microbiology and Immunology  | 54,000                      | 54,000                     |                                  | FROM: 31,333<br>TO: 35,252 | FROM: 22,667<br>TO: 18,748          | 1-11-81 thru<br>6-30-81 |                      |
| Rosemary K. Harkins, title changed from Director, School of Allied Health Professions, to Associate Dean, College of Allied Health. Retains titles of Associate Professor and Chair of Allied Health Education, Adjunct Assistant Professor of Anatomical Science, and Associate Professor of Clinical Laboratory Sciences                                     |                             | FROM: 36,500<br>TO: 40,500 | FROM: 30,000<br>TO: 34,000       |                            | 6,500                               | 7-1-81                  |                      |
| Willis E. Lemon, Clinical Professor of Radiological Sciences   | FROM: 78,000<br>TO: 65,000  | FROM: 61,080<br>TO: 50,900 |                                  | FROM: 29,314<br>TO: 26,383 | FROM: 48,686<br>TO: 38,617          | 7-1-81 thru<br>6-30-82  | .60 time<br>.50 time |
| N. Robert Markowitz, titles changed from Clinical Assistant Professor and Interim Chief, Division of Oral Surgery, College of Medicine, and Assistant Professor of Oral Surgery, College of Dentistry, to Assistant Professor and Chief, Division of Oral Surgery, College of Medicine, and Clinical Assistant Professor of Oral Surgery, College of Dentistry | FROM: -0-<br>TO: 90,000     | FROM: 73,700<br>TO: 79,500 |                                  | FROM: 35,350<br>TO: 40,000 | FROM: 38,350<br>TO: 50,000          | 4-1-81 thru<br>6-30-81  |                      |

June 18, 1981

16472

| NAME and TITLES  | ANNUAL<br>INCOME<br>CEILING  | ANNUAL<br>FTE SALARY         | ANNUAL<br>GUARANTEED BASE SALARY |                            | ANNUAL<br>PPP EARNINGS<br>POTENTIAL | EFFECTIVE<br>DATE       |
|--|------------------------------|------------------------------|----------------------------------|----------------------------|-------------------------------------|-------------------------|
|  |                              |                              | TENURED                          | NON-TENURED                |                                     |                         |
| Terence L. McDowell, Instructor<br>in Pathology and Special Instruc-<br>tor in Clinical Laboratory<br>Sciences   | 40,000                       | 40,000                       |                                  | FROM: 27,849<br>TO: 28,747 | FROM: 12,151<br>TO: 11,253          | 1-11-81 thru<br>6-30-81 |
| Jan V. Pitha, Associate Professor<br>of Pathology  | FROM: 65,000<br>TO: 75,000   | FROM: 65,000<br>TO: 75,000   | FROM: 60,312<br>TO: 72,612       |                            | FROM: 4,688<br>TO: 2,388            | 1-11-81                 |
| Carl J. Rubenstein, Clinical<br>Associate Professor of Medi-<br>cine and of Family Practice  | FROM: 90,000<br>TO: WITHOUT  | FROM: 90,000<br>REMUNERATION |                                  | FROM: 80,000               | FROM: 10,000                        | 4-1-81                  |
| Julius L. Scates, Associate Pro-<br>fessor of Anesthesiology, Col-<br>leges of Medicine and Dentistry  | 130,000                      | FROM: 87,000<br>TO: 90,800   |                                  | FROM: 48,366<br>TO: 51,508 | FROM: 81,634<br>TO: 78,492          | 6-1-81 thru<br>6-30-81  |
| William James Shaw, title changed<br>from Clinical Instructor in Psy-<br>chiatry and Behavioral Sciences<br>to Assistant Professor of Psy-<br>chiatry and Behavioral Sciences<br>and Clinical Assistant Professor<br>of Pediatrics | FROM: WITHOUT<br>TO: 54,000  | REMUNERATION<br>TO: 54,000   |                                  | TO: 26,664                 | TO: 27,336                          | 6-8-81 thru<br>6-30-81  |
| Morris J. Wizenberg, title<br>changed from Professor to<br>Clinical Professor of Radio-<br>logical Sciences  | FROM: 130,000<br>TO: WITHOUT | FROM: 98,000<br>REMUNERATION | FROM: 50,000                     |                            | FROM: 80,000                        | 6-30-81                 |

June 18, 1981

16473

June 18, 1981

16474

CHANGES:

Dan J. Macer, title changed from Adjunct Professor of Public Health and Assistant to the Dean, College of Health, to Adjunct Professor of Public Health and Interim Chair, Department of Health Administration, salary changed from \$1,060 per month, .33 time, to \$1,608 per month, .40 time, July 1, 1981 through June 30, 1982. Title of Adjunct Professor of Community Medicine deleted.

Paul J. Schwartz, Staff Psychologist, Child Development and Regional Guidance Center, Tulsa; given additional title of Clinical Assistant Professor of Psychology in Pediatrics, Tulsa, without additional remuneration, April 1, 1981.

Philip E. Smith, titles changed from Dean, College of Health, Professor and Interim Chair of Clinical Laboratory Science, and Professor of Biostatistics and Epidemiology to Dean, College of Allied Health, Professor and Chair of Clinical Laboratory Science, and Adjunct Professor of Public Health, July 1, 1981.

TERMINATIONS:

Alfred T. Bibby, Special Instructor in Community Medicine, May 27, 1981.

Charles William Blissitt, Visiting Professor of Pharmacy, June 19, 1981.

Jerry L. Cochran, Associate Preceptor, Altus, College of Medicine, June 1, 1981.

Bonnie Dillard, Special Instructor in Community Medicine, May 27, 1981.

Russell T. Dowell, Associate Professor of Physiology and Biophysics and Adjunct Associate Professor of Dentistry, July 15, 1981. To take position at Kansas Medical Center.

Harriet E. Gleaton, Associate Professor of Anesthesiology and Clinical Associate Professor of Dentistry, July 14, 1981. To go into private practice in Bartlesville.

Arnold Greensher, Professor and Director of Research, Department of Family Practice, Tulsa, July 1, 1982.

Mary A. Griffin, Special Instructor in Cardiorespiratory Science, May 23, 1981.

Richard G. Griffin, Clinical Associate Professor of Psychiatry and Behavioral Sciences, July 1, 1981.

Cynthia Ann Hollingsworth, Instructor/Counselor in Nursing, June 11, 1981.

Joseph C. Lee, Professor and Head, Department of Anatomical Sciences, and Adjunct Professor of Dermatology, August 13, 1981. For purpose of early retirement.

Janet Levesque, Instructor in Continuing Education, June 23, 1981.

June 18, 1981

16475

Chloe Shi Moore, Assistant Professor of Clinical Dietetics, May 2, 1981. To take employment elsewhere.

Gary L. Peschka, Assistant Professor of Cardiorespiratory Science, July 10, 1981.

Gordon H. Twedt, Visiting Lecturer in Family Practice and Community Medicine and Dentistry, April 28, 1981.

Mary L. Williams, Assistant Professor of Environmental Health, August 14, 1981.

#### RETIREMENTS:

B. Connor Johnson, Professor of Biochemistry and Molecular Biology; named Professor Emeritus of Biochemistry and Molecular Biology, July 1, 1981.

Jay T. Shurley, Professor of Psychiatry and Behavioral Sciences and Adjunct Professor of Human Ecology; named Professor Emeritus of Psychology and Behavioral Sciences, July 1, 1981.

President Banowsky recommended approval of the personnel actions listed above.

Regent Rothbaum moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

President Banowsky reported the death of the following faculty members:

Carol Jean Gilmore, Clinical Veterinarian, Animal Resources and Facilities, and Assistant Professor of Pathology, on May 21, 1981.

Roger C. Good, Professor and Head of Family Practice, Tulsa, on June 15, 1981.

Hugh Jeter, Clinical Professor Emeritus of Pathology, on May 15, 1981.

Regent Replogle expressed the condolences of the Board to the family of Dr. Good, who died unexpectedly earlier this week. He said his death was a tragic one and leaves a real void in that program in Tulsa.

#### AGREEMENT WITH FACULTY MEMBER

Florene Chancey is a tenured Associate Professor in the Department of Clinical Dietetics in the College of Health. There are few courses in the department which she is able to teach, and she has been involved in a series of disagreements with other members of the department and with the administration of the College of Health regarding her role in the department. She has

June 18, 1981

16476

agreed to resign effective July 1, 1982, in return for certain consideration from the Board of Regents.

Under the terms of the agreement:

1. She will resign effective July 1, 1982.
2. She will be on leave of absence from July 1, 1981, through June 30, 1982, at a salary of \$22,000 for the year.
3. Her retirement, health insurance, and TIAA/CREF payments will be paid through June 30, 1982.
4. She will be paid the \$400 owed to her from the Department of Clinical Dietetics Professional Practice Plan.
5. She will be paid for 18 days of vacation time which she earned but did not take prior to May 31, 1981.

President Banowsky recommended ratification of the above described agreement.

Regent Little moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

#### ACTIONS BY OKLAHOMA STATE REGENTS FOR HIGHER EDUCATION

President Banowsky has been notified that at their meeting on May 27, 1981 the Oklahoma State Regents for Higher Education took the following actions:

1. Approved the request of the University of Oklahoma to discontinue the programs in the Department of Cardio-respiratory Science effective with the end of the 1981-82 academic year.
2. Voted to continue the Clinical Dietetics Program subject to an annual review of the viability of the program as attested by the number of students enrolled, the accreditation status of the program, student-faculty ratios, expenditures per student, state-wide need for clinical dietitians, and the like.
3. Approved the following revised policy statement for the College of Medicine to be effective with the beginning of the 1981-82 academic year:

Grading and Promotion Standards

1. In order to be eligible for promotion or graduation, a student must maintain a minimum of a 2.0 cumulative grade point average (based on a four-point scale) during any given academic year. In addition, a student must receive a minimum of 2.0 in each course of 30 or more clock hours in length.
2. A student who receives a "D" grade in any course may have the privilege of taking a single re-examination in that course. If the student passes, the final grade may be no higher than a "C". At the discretion of the course director or department head, appropriate remedial action may be required prior to the re-examination.
3. A student may not be promoted from either the first, second, or third year with an "F" grade being the grade of record for any course taken during that year to be applied toward satisfaction of graduation requirements. All "F" grades must be satisfactorily cleared in accordance with existing academic policy before a student may be promoted from one academic year to the next.

Graduation Criteria and Standards

1. A fourth-year student must have completed all scheduled course work including required courses and clerkships, scheduled electives, and preceptorship in order to be eligible for graduation.
2. No fourth-year student may be considered for graduation with an "F" grade being the grade of record on any course taken during that year. All "F" grades must be satisfactorily cleared in accordance with existing academic policy before a fourth-year student may be graduated.
3. No student shall graduate without the recommendation of the Faculty, College of Medicine. However, a student who successfully completes all academic requirements but who is not recommended for graduation shall be entitled to receive in writing from the Dean of the College the reasons why he or she is not being recommended, and shall have the right of appeal utilizing an appropriate due process procedure established for this purpose.

This was reported for information. No action was required.

## ACADEMIC APPEALS BOARDS

The Board of Regents for several years has had a policy regarding Academic Appeals Boards in each college of the University. The Health Sciences Center administration has proposed that the current policy on Academic Appeals Boards be revised slightly to more accurately reflect the needs on the Health Sciences Center Campus.

President Banowsky recommended the Academic Appeals Boards policy as it relates to the Health Sciences Center be revised as shown below, with the phrases or sentences lined through to be omitted and the underlined portions added:

The responsibility for academic evaluations rests with the faculty. ~~but the Joint Statement on Rights and Freedom of Students provides that "students should have protection through orderly procedures against prejudiced or capricious academic evaluation."--~~Consequently, whenever If a student feels wrongfully and unfairly evaluated by an instructor, and if unable to resolve the matter in conference with the instructor or the departmental chair, an appeal may be made to the appeals board of the college offering the course. Any thesis and dissertation appeals shall be heard by the Graduate College appeals board.

In Each college ~~of the University there~~ shall have be established an academic appeals board consisting of an equal number of students and faculty. ~~(1)~~ Faculty members of the board will be chosen by the faculty of the college for a term determined by the faculty. ~~(2)~~ Student members of the board will be appointed for a term of one year by the dean of the college upon recommendations from the Student President.

~~Each academic appeals board will hear cases in which the issue to be resolved is that of prejudiced or capricious evaluation.~~

(1) It shall be the primary function of a board to mediate or adjudicate disputes which have not been satisfactorily resolved at the department level.

(2) ~~(1)~~ A board will hear a case only after an attempt has been made by the student and the instructor to resolve their differences, if necessary in consultation with the departmental chair. If in the judgment of the board the case has already been satisfactorily resolved in the department, it may refuse the student a further hearing.

~~However, in the event an appeal involves cheating or plagiarism, at the request of the student, the board must grant a hearing.--Further, in a case of cheating or plagiarism, the burden of proof rests with the faculty member.~~

~~(2) -- To avoid a jurisdictional impasse, the appeal shall be heard by the appeals board in the college in which both the course and the instructor are located. Any thesis and dissertation appeals shall be heard by the Graduate College appeals board.~~

~~(3) -- It shall be the primary function of a board to mediate or adjudicate disputes which have not been satisfactorily resolved at the department level.~~

(3) ~~(4)~~ Each board shall be given the responsibility of establishing its own rules of procedure. Such rules as it establishes must be consistent with the full protection of the rights of all parties involved.

(4) ~~(5)~~ Meetings of board may be closed to the public.

(5) ~~(6)~~ If a board fails to achieve a settlement mutually satisfactory to the parties involved, it will recommend a means of settling the dispute to the executive committee (or comparable body) of the college, where final disposition of the case will be made. ~~The decision shall ultimately rest with the faculty of the degree-granting college concerned.~~

Regent McCurdy moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

#### POLICY REGARDING DISHONEST WORK BY STUDENTS

A policy regarding student cheating and plagiarism has been in effect for many years. The most recent change in the policy was approved by the Regents in June, 1974.

In order to bring the policy up to date and relate it to the Health Sciences Center Campus only, a change has been proposed in the policy as it relates to the Health Sciences Center.

President Banowsky recommended that the policy concerning student cheating and plagiarism for the Health Sciences Center Campus be amended as shown below, with the phrases or sentences to be omitted lined through and the additions underlined:

~~The instructor is free to handle cases of cheating, but within the following limits and in accordance with codes of honor which may have been adopted by individual colleges:~~

(1) When an instructor determines there has been cheating or plagiarism, he or she must fail the student on the examination or paper. The instructor must report the action taken to the student's dean ~~and The dean will report the instructor's action~~ to the Office of Student Services.



~~(2) The student must be failed on the examination or paper on which there has been cheating, and the student may be punished by~~ The instructor may set additional penalties to the extent of being denying credit in the course.

~~The instructor must report the action taken to the student's dean. The dean will report the instructor's action to the Office of Student Services.~~

(3) In addition The dean may recommend further disciplinary action. ~~The dean shall not lessen the penalty fixed by the instructor, but may~~ recommend to the President additional punishment within the following limits:

(a) (1) Suspension: Exclusion from classes and other privileges or activities ~~as set forth in the notice for a definite period of time~~ not to exceed two years, or until the conditions in order of suspension ~~which may be set forth~~ are met.

(b) (2) Expulsion: Termination of student status for an indefinite period. The conditions of readmission, if any, shall be stated in the order of expulsion. ~~When an offense is so severe that the University will not allow the student to re-enroll, the student will be expelled.~~ Expulsion is not a permanent separation, but neither is a definite time set when return is expected. If a student is reinstated after an expulsion, it is only after a complete consideration of the case by the dean.

For any charge of dishonest work including the penalty recommended by the instructor or dean, the student has a right to an appeal.

(1) If unable to resolve the matter in conference with the instructor, Prior to recommending further disciplinary action to the President, the dean shall notify the student of the charges and of the right to have a hearing and, if the student may choose to have a hearing before shall provide an opportunity to be heard either by an ad hoc committee appointed by the dean or by the dean privately. A If the matter is resolved in this way, copy of this notice the action should (in accordance with the Student Code) be forwarded to the Director of Student Development Services.

(2) If not resolved, the A student appeal of a recommendation to the President by a dean for censure, disciplinary probation, suspension, or expulsion as the result of cheating or plagiarism shall may be heard by the an HSC ad hoc Judicial Tribunal whose members are appointed by the President. This provision shall not apply to the College of Law.

Regent Rothbaum moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

ADMINISTRATIVE AND PROFESSIONAL PERSONNEL ACTIONS

TERMINATIONS:

Paul Floyd, Systems Analyst, Computing Services, January 21, 1981. To take advantage of opportunity elsewhere.

Sam Griffin, Assistant Director, Grant Accounting, Administration and Finance, March 18, 1981. To accept new employment.

Stephanie Gibson Peters, Department Business Manager, Department of Psychiatry and Behavioral Sciences, July 8, 1981. To accept a position elsewhere.

President Banowsky recommended approval of the personnel actions listed above.

Regent Little moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

PROPOSAL, CONTRACT, AND GRANT REPORT

A summary of proposals for contracts and grants for the Oklahoma City Campus, including the Tulsa Medical College branch, for May, 1981 was included in the agenda for this meeting. A list of all contracts executed during the same period of time on proposals previously reported was also included.

President Banowsky recommended that the President of the University or the President's designees be authorized to execute contracts on the pending proposals as negotiations are completed. It is understood that contract budgets may differ from the proposed amounts depending on these negotiations.

Regent Engleman moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

COLLEGE OF PHARMACY BUILDING - ARCHITECTURAL SELECTION

Interviews were conducted on June 2 and June 3, 1981 to consider the qualifications of five architectural and engineering consultants that had indicated an interest in providing the professional architectural and engineering services required for the College of Pharmacy Building. These interviews and the preliminary review process were conducted in accord with the provisions of the State law and policies of the Board of Regents. The following qualifications of each firm were considered:

1. Professional reputation
2. Experience with this type of project
3. Available professional staff
4. Scope of services offered

5. Amount of work in progress
6. Other University projects completed
7. Financial standing and stability
8. Size of firm
9. Amount of State work completed
10. Location of firm

The following is a summary of basic information on the architectural firms that indicated an interest in this project:

| <u>FIRM</u>                                       | Amount of<br>State Work<br>in Past<br>Five Years | Percent of<br>State Work<br>in Past Five<br>Years | Total Employees | Registered<br>Architects | Registered<br>Engineers | Project Type<br>Preference | Number of Previous<br>Similar Projects |
|---|--|---|-----------------|--------------------------|-------------------------|----------------------------|--|
| 1. H.T.B., Inc., Architects (O.C.)                | \$2,137,666                                      | 29.6  | 47              | 14                       | 10                      | 1                          | 90                                     |
| 2. Rees Associates, Inc.                          | 949,883  | 13.2  | 40              | 21                       | 0                       | 1                          | 7                                      |
| 3. Noftsger, Lawrence, Lawrence &<br>Flesher      | 839,816  | 11.7  | 10              | 4                        | 0                       | 1                          | 1                                      |
| 4. McCune, McCune/Pierce-Goodwin-<br>Alexander JV | 639,294  | 8.9   | 43              | 11                       | 8                       | 1                          | 1                                      |
| 5. RGDC, Inc.                                     | 500,521  | 7.0   | 30              | 4                        | 7                       | 3                          | 2                                      |
| 6. Fell-Brusso-Bruton & Knowles, Inc.             | 382,000  | 5.3   | 11              | 2                        | 5                       | 2                          | 0                                      |
| 7. Binnicker Associates                           | 353,527  | 4.9   | 14              | 3                        | 1                       | 2                          | 0                                      |
| 8. Lewis & Spitz, Inc.                            | 335,000  | 4.7   | 6               | 1                        | 1                       | 2                          | 0                                      |
| 9. Locke-Wright-Foster/Shaw Associates JV         | 295,032  | 4.0   | 21              | 7                        | 0                       | 1                          | 0                                      |
| 10. Turnbull & Mills                              | 168,506  | 2.3   | 10              | 3                        | 0                       | 1                          | 0                                      |
| 11. Gralla Associates/Mesa Eng. Corp. JV          | 106,515  | 1.5   | 29              | 5                        | 7                       | 1                          | 0                                      |
| 12. Davies & Poe, Inc.                            | 99,540   | 1.4   | 16              | 4                        | 4                       | 1                          | 0                                      |
| 13. Blain Deem & Associates                       | 97,213   | 1.4   | 5               | 1                        | 0                       | 1                          | 0                                      |
| 14. Frankfurt-Short-Bruza                         | 92,315   | 1.3   | 51              | 9                        | 11                      | 1                          | 0                                      |
| 15. Mesa Eng. Corp./Kaighn Associates JV          | 57,682   | .8  | 30              | 4                        | 7                       | ?                          | 0                                      |
| 16. Brown & Maclin, Inc.                          | 56,500   | .8  | 8               | 0                        | 1                       | ?                          | 0                                      |
| 17. Wozencraft-Mowery & Associates                | 50,822   | .7  | 6               | 5                        | 1                       | 2                          | 0                                      |
| 18. Badgett-Culver                                | 15,154   | .2  | 7               | 4                        | 0                       | ?                          | 0                                      |
| 19. Tredway Associates/Miner-Gerardy JV           | 12,715   | .2  | 8               | 3                        | 0                       | 13                         | 0                                      |
| 20. Pojezny & Fearnow                             | 7,320  | .1  | 3               | 2                        | 0                       | 18                         | 0                                      |
| 21. C. E. Maguire, Inc.                           | -0-  | 0   | 681             | 8                        | 32                      | 1                          | 0                                      |
| 22. Robert W. Vahlberg                            | -0-  | 0   | 2               | 1                        | 1                       | ?                          | 0                                      |
| 23. Ebert-Cramer                                  | -0-  | 0   | 6               | 2                        | 0                       | ?                          | 0                                      |
| 24. Sverdrup & Parcel                             | -0-  | 0   | 1640            | 64                       | 694                     | 1                          | ?                                      |
| 25. Gary McElhaney                                | -0-  | 0   | 5               | 1                        | 0                       | ?                          | 0                                      |
| 26. Architectural Design Group                    | -0-  | 0   | 19              | 3                        | 1                       | 1                          | 0                                      |
| 27. Planners Architects Collaborative             | -0-  | 0   | 6               | 1                        | 0                       | 15                         | 0                                      |
| 28. MNT Architects/Eng. Inc. and Jones/<br>Mah JV | -0-  | 0   | 49              | 15                       | 1                       | ?                          | 3                                      |
| 29. Glover-Smith-Nixon-Bode, Inc.                 | -0-  | 0   | 11              | 4                        | 1                       | 9                          | 0                                      |

June 18, 1981

16483

Based on information from the consultants, the files of the State Board of Public Affairs, and other sources, the following firms were not selected for interview for reasons indicated:

| <u>FIRM</u>                                | <u>Low Priority<br/>for Type of<br/>Work</u> | <u>Lack of<br/>General<br/>Capability and<br/>Experience</u> | <u>Out of State<br/>Location</u> | <u>Small<br/>Professional<br/>Staff</u> | <u>Current or<br/>Recent OU<br/>Work</u> |
|--|--|--|----------------------------------|---|--|
| Noftsger, Lawrence, Lawrence & Flesher     |  |  |                                  |   | X  |
| McCune, McCune/Pierce-Goodwin-Alexander JV |  |  |                                  |   | X  |
| Fell-Brusso-Bruton & Knowles               | X  |  |                                  |   |  |
| Binnicker Associates                       |  |  |                                  |   | X  |
| Lewis & Spitz, Inc.                        |  | X  |                                  |   |  |
| Locke-Wright-Foster/Shaw Associates JV     |  |  |                                  |   | X  |
| Turnbull & Mills                           | X  |  |                                  |   |  |
| Gralla Associates/Mesa Eng. Corp. JV       |  |  |                                  | X                                       |  |
| Blain Deem & Associates                    |  | X  |                                  |   |  |
| Frankfurt-Short-Bruza                      |  |  |                                  |   | X  |
| Mesa Eng. Corp./Kaighn Associates JV       |  |  |                                  | X                                       |  |
| Brown & Maclin, Inc.                       |  |  |                                  | X                                       |  |
| Wozencraft-Mowery & Associates             |  | X  |                                  |   |  |
| Badgett/Culver                             | X  |  |                                  |   |  |
| Tredway Associates/Miner-Gerardy JV        | X  |  |                                  |   |  |
| Pojezny & Fearnow                          | X  |  |                                  |   |  |
| C. E. Maguire, Inc.                        |  |  | X                                |   |  |
| Robert W. Vahlberg                         |  |  |                                  | X                                       |  |
| Ebert-Cramer                               |  |  |                                  | X                                       |  |
| Sverdrup & Parcel                          |  |  | X                                |   |  |
| Gary McElhaney                             |  |  |                                  | X                                       |  |
| Planners Architects Collaborative          |  |  |                                  | X                                       |  |
| MNT Architects/Eng. Inc. & Jones/Mah JV    |  | X  |                                  |   |  |
| Glover-Smith-Nixon-Bode, Inc.              |  | X  |                                  |   |  |

The firms selected for detailed evaluation and consideration were:

RGDC, Inc., Oklahoma City  
Rees Associates, Inc., Oklahoma City  
Architectural Design Group, Oklahoma City  
Davies & Poe, Inc., Tulsa/Enid  
HTB, Inc., Oklahoma City

Members of the faculty and staff Interview Committee were:

Mr. W. R. Campbell, Jr., Associate Director, Architectural and  
Engineering Services  
Dr. Loyd Allen, Assistant Dean, College of Pharmacy

June 18, 1981

16484

Mr. David Walters, Associate Provost  
 Ms. Martha Wooton, Assistant to the Provost  
 Mr. Bruce Love, Director of Operations

The faculty and staff Interview Committee, using information from the consultants, the files of the State Board of Public Affairs, and other sources, rated the firms in the following way:

|                          | <u>RGDC, Inc.</u> | <u>Rees Associates</u> | <u>Architectural Design Group</u> | <u>Davies &amp; Poe</u> | <u>HTB, Inc.</u> |
|--------------------------|-------------------|------------------------|-----------------------------------|-------------------------|------------------|
| Acceptability of Design  | 25                | 25                     | 36                                | 28                      | 43               |
| Quality of Engineering   | 32                | 31                     | 43                                | 27                      | 40               |
| Adherence to Cost Limits | 34                | 23                     | 34                                | 30                      | 34               |
| Adherence to Time Limits | 37                | 30                     | 40                                | 24                      | 39               |
| Volume of Changes        | 27                | 24                     | 27                                | 26                      | 28               |
| Financial Stability      | <u>29</u>         | <u>27</u>              | <u>30</u>                         | <u>30</u>               | <u>40</u>        |
| Total Points             | 184               | 160                    | 210                               | 165                     | 224              |

The following fee proposals for full architectural, engineering and laboratory design services have been received:

|   | <u>RGDC, Inc.</u> | <u>Rees Associates</u> | <u>Architectural Design Group</u> | <u>Davies &amp; Poe</u> | <u>HTB, Inc.</u> |
|---|-------------------|------------------------|-----------------------------------|-------------------------|------------------|
| Proposed flat fee                                     | \$339,140         | \$268,000              | \$341,000                         | \$340,690               | \$382,670        |
| Proposed fee based on percentage of construction cost | 5.47%             | 4.5%                   | 5.5%                              | 5.495%                  | 6%               |
| Percent State work                                    | 7%                | 13.2%                  | -0-                               | 1.4%                    | 29.6%            |
| Amount of State work                                  | \$500,521         | \$949,883              | -0-                               | \$ 99,540               | \$2,137,666      |
| University projects in last 5 years                   | 2                 | 1                      | -0-                               | -0-                     | -0-              |

The Interview Committee recommended the architecture/engineering firm selected be required to retain as laboratory consultant Earl Walls & Associates, LaJolla, California. This firm enjoys a national reputation as one of the foremost laboratory design consultants available today.

This material was presented to the Regents at the Committee Meeting on Wednesday and discussed in detail. Regent Little moved that Architectural Design Group be appointed architect for the proposed Pharmacy Building at a fee of 5.5% subject to funding for the building and subject to Architectural Design Group retaining the firm of Earl Walls and Associates, LaJolla, California, as

laboratory consultant. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

#### 434-CAR PARKING STRUCTURE AND EMTC HOSPITAL AND CLINICS

In accord with the terms of the construction contracts, representatives of Rees Associates, Inc., the project architects, United Builders, Inc., the general contractor, the University of Oklahoma, and representatives of the Department of Human Services completed a final inspection on the EMTC Hospital and Clinics and the 434-Car Parking Structure on January 19, 1981. A punch list of incomplete items was prepared.

The staff of Architectural and Engineering Services has reviewed the results of the inspection and recommends that the projects be accepted subject to the completion of all punch list items.

President Banowsky recommended that the Board of Regents accept the EMTC Hospital and Clinics and the 434-Car Parking Structure as complete and that the final payments be made to United Builders, Inc. upon completion of all punch list items.

Regent White moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

#### REPORT ON MAJOR CAPITAL IMPROVEMENT PROJECTS

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

### III. Norman Campus

#### FACULTY PERSONNEL ACTIONS

##### LEAVES OF ABSENCE:

Dortha Killian, Associate Professor of Home Economics, sabbatical leave of absence with full pay, January 16, 1982 through May 31, 1982. To use her newly-developed skills to continue working on gum printing and with hand papermaking. Title of Interim Director, School of Home Economics, deleted, July 1, 1981.

Karlen A. Mooradian, Professor of Journalism and Mass Communication, leave of absence without pay, September 1, 1981 through May 31, 1982. To carry out family responsibilities.

## MAJOR CAPITAL IMPROVEMENTS PROGRAM

## PROJECTS UNDER CONSTRUCTION

PROGRESS REPORT -- JUNE, 1981

| Project  | Architects<br>and<br>Engineers            | Contractors                             | Contract<br>Award<br>Date | Original<br>Adjusted<br>Comple-<br>tion Date | Original<br>Current<br>Contract<br>Amount | Status<br>Percent<br>Complete | Source of Funds                |
|--|---|---|---------------------------|--|---|-------------------------------|--------------------------------|
| Landscape Project,<br>Phase VI, Street<br>Trees  | Thomas Roberts &<br>Associates            | Twam Nurseries                          | 01/17/80                  | 04/26/80                                     | \$ 58,735                                 | 99%                           | Bond Funds.                    |
| Steam and Chilled<br>Water System<br>Expansion Phase V,<br>Part I, Project 2A,<br>Tunnel | Frankfurt-Short-Bruza                     | Commander Construction<br>Company, Inc. | 05/08/80                  | 01/26/81                                     | \$ 607,048                                | 99%                           | Revenue Bond<br>Funds.         |
| Dermatology Building<br>Addition   | Architectural and Engineering<br>Services | Charles M. Dunning<br>Company           | 06/11/80                  | 01/20/81                                     | \$ 182,567<br>\$ 184,615                  | 99%                           | Construction<br>Funds.         |
| Steam and Chilled<br>Water System<br>Expansion Phase V,<br>Part I, Project 2B,<br>Piping | Frankfurt-Short-Bruza                     | Kay Engineering Company                 | 08/01/80                  | 03/14/81                                     | \$ 487,900<br>\$ 521,084                  | 96%                           | Revenue Bond<br>Funds.         |
| College of Nursing   | Murray-Jones-Murray                       | Shawver & Son, Inc.                     | 10/08/80                  | 03/29/81                                     | \$ 45,468                                 | 99%                           | Bond Funds and<br>Grant Funds. |
| College of Health<br>Renovation, Part I  | Lawrence, Lawrence<br>and Flesher         | Delco Construction, Inc.                | 02/12/81                  | 03/21/82                                     | \$ 935,000                                | 10%                           | State Building<br>Bond Funds   |
| Steam and Chilled<br>Water System<br>Expansion Phase V,<br>Part II, Project 3            | Frankfurt-Short-Bruza                     | Kay Engineering Company                 | 01/05/82                  | 04/16/81                                     | \$2,832,447                               | 0%                            | Revenue Bond<br>Funds.         |

| Project   | CMP<br>Priority<br>Number | Architects<br>or<br>Engineers                    | Contract<br>or<br>Letter | Estimated<br>Cost | Status  |
|---|---------------------------|--|--------------------------|-------------------|---|
| Health Sciences Library<br>Equipment                        | 1B                        | Architectural and Engineering<br>Services        | ----                     | \$ 411,381        | Inactive.   |
| College of Pharmacy<br>Building                             | 4                         | Architectural and Engineering<br>Services        | ----                     | \$7,500,000       | Architectural firm selection<br>process underway.   |
| Biomedical Sciences<br>Building Site Development            | 7                         | Architectural and Engineering<br>Services        | ----                     | \$ 263,750        | Inactive.   |
| Physical Fitness Center                                     | --                        | Coleman, Ervin & Associates                      | 09/11/80                 | \$3,000,000       | Design concept being<br>re-evaluated.   |
| Steam and Chilled Water<br>System Expansion, Phase V        | --                        | Frankfurt-Short-Bruza                            | 11/30/79                 | \$4,700,000       | Final plans have been completed.<br>Work is underway on portions of the<br>project.       |
| Biomedical Sciences Building<br>Energy Conservation Project | --                        | Collins-Soter Engineering, Inc.                  | ----                     | \$ 515,800        | Final plans are completed.  |
| College of Nursing Building<br>Fixed Equipment              | --                        | Architectural and Engineering<br>Services, OUHSC | 05/09/75                 | \$ 65,000         | Final Plans have been reviewed by<br>DHHS/Dallas. Plans are being revised<br>accordingly. |
| College of Health<br>Building Renovation,<br>Part II        | 1B                        | ----   | ----                     | \$2,098,800       | Preliminary studies are<br>underway on Part II.   |



June 18, 1981

16486

Richard C. Randell, Associate Professor of Mathematics, leave of absence without pay, September 1, 1981 through May 31, 1982. To be appointed Visiting Scholar, Department of Mathematics, University of Iowa.

Loy Elvin Prickett, Professor of Education, sick leave of absence with pay, April 20, 1981 through October 20, 1981.

APPOINTMENTS:

Michael C. Flanigan, Ph.D., Visiting Professor of English and Earl A. Brown, Jr. and Betty Galt Brown Acting Director of Composition, \$42,000 for 12 months, August 1, 1981 through July 31, 1982.

Jane Birkhead, Professor of Music and Director, Opera/Music Theater, \$30,100 for 9 months, September 1, 1981 through May 31, 1982.

Bret Wallach, Ph.D., Associate Professor of Geography, \$23,500 for 9 months, September 1, 1981 through May 31, 1982.

Rosemary Ruhig Du Mont, Ph.D., Associate Professor of Library Science, \$24,000 for 9 months, September 1, 1981 through May 31, 1982.

Lynn D. Devenport, Ph.D., Associate Professor of Psychology, \$26,000 for 9 months, September 1, 1981 through May 31, 1982 (currently on faculty at Health Sciences Center as Associate Professor of Psychiatry and Behavioral Sciences).

John Masters Russell, Sc.D., Assistant Professor of Aerospace, Mechanical, and Nuclear Engineering, \$24,000 for 9 months, September 1, 1981 through May 31, 1982.

Paul Edward Minnis, Ph.D., Assistant Professor of Anthropology, \$17,500 for 9 months, September 1, 1981 through May 31, 1982.

Jean Arthur Poland, Engineering Librarian and Assistant Professor of Bibliography, University Libraries, \$17,000 for 12 months, July 1, 1981 through June 30, 1982.

Michael Joseph McInerney, Ph.D., Assistant Professor of Botany and Microbiology, \$21,000 for 9 months, September 1, 1981 through May 31, 1982.

Margaret Erin Fitch Hauser, Assistant Professor of Business Administration, \$20,000 for 9 months, September 1, 1981 through May 31, 1982. Title will be changed to Acting Assistant Professor if the Ph.D. has not been completed prior to September 1, 1981.

Kathryn Louise Jenson, Assistant Professor of Business Administration, \$20,000 for 9 months, September 1, 1981 through May 31, 1982. Title will be changed to Acting Assistant Professor if the Ph.D. has not been completed prior to September 1, 1981.

June 18, 1981

16487

Edgar Allen O'Rear, III, Ph.D., Assistant Professor of Chemical Engineering and Materials Science, \$25,000 for 9 months, September 1, 1981 through May 31, 1982.

Coleman Manuel Freeman, Jr., Assistant Professor of Drama, \$19,400 for 9 months, September 1, 1981 through May 31, 1982.

Richard Douglas Elmore, Assistant Professor of Geology and Geophysics, \$22,500 for 9 months, September 1, 1981 through May 31, 1982. If Ph.D. not complete by September 1, 1981, appointment to be changed to Acting Assistant Professor at \$20,000.

John Dowling Pigott, Assistant Professor of Geology and Geophysics, \$22,500 for 9 months, September 1, 1981 through May 31, 1982. If Ph.D. not complete by September 1, 1981 appointment is to be changed to Acting Assistant Professor at \$20,000.

Terry R. Dixon, Adjunct Assistant Professor of Health, Physical Education, and Recreation, \$23,427 for 12 months, June 1, 1981 through May 31, 1982.

Judith Schneid Lewis, Ph.D., Assistant Professor of History, \$20,000 for 9 months, September 1, 1981 through May 31, 1982.

John Worobey, Ph.D., Assistant Professor of Home Economics, \$17,200 for 9 months, September 1, 1981 through May 31, 1982.

Evelyn Laverne Fitzgerald, Assistant Professor of Library Science, \$21,000 for 9 months, September 1, 1981 through May 31, 1982. If Ph.D. not completed by September 1, 1981, appointment will be changed to Acting Assistant Professor at \$19,000.

Richard Dean Resco, Ph.D., Assistant Professor of Mathematics, \$20,500 for 9 months, September 1, 1981 through May 31, 1982.

Helga Stipa Madland, Assistant Professor of Modern Languages and Literatures, \$16,000 for 9 months, September 1, 1981 through May 31, 1982. If Ph.D. not complete by September 1, 1981, appointment to be changed to Acting Assistant Professor at \$14,000.

Dorothy Jane Magrath, Assistant Professor of Music (Piano), \$16,900 for 9 months, September 1, 1981 through May 31, 1982.

Gary Stephen May, Assistant Professor of Music, \$17,800 for 9 months, September 1, 1981 through May 31, 1982.

Carl Andrew Rath, Assistant Professor of Music, \$18,000 for 9 months, September 1, 1981 through May 31, 1982.

Roger Ralph Rideout, Ed.D., Assistant Professor of Music, \$25,000 for 9 months, September 1, 1981 through May 31, 1982.

June 18, 1981

16488

Deborah Kay Watson, Ph.D., Assistant Professor of Physics and Astronomy, \$18,000 for 9 months, September 1, 1981 through May 31, 1982.

Howard Yukio Tamashiro, Assistant Professor of Political Science, \$16,500 for 9 months, September 1, 1981 through May 31, 1982. If Ph.D. not complete by September 1, 1981, appointment to be changed to Acting Assistant Professor at \$15,000.

Joseph Lee Rodgers, III, Assistant Professor of Psychology, \$17,500 for 9 months, September 1, 1981 through May 31, 1982. If Ph.D. not complete by September 1, 1981, appointment to be changed to Acting Assistant Professor at \$16,000.

Patricia Lynn Schwagmeyer, Ph.D., Assistant Professor of Psychology, \$17,800 for 9 months, September 1, 1981 through May 31, 1982.

Wanda Elaine Ward, Assistant Professor of Psychology, \$21,000 for 9 months, September 1, 1981 through May 31, 1982. If Ph.D. not complete by September 1, 1981, appointment to be changed to Acting Assistant Professor at \$17,000.

CHANGES:

Leonard Beevers, George Lynn Cross Research Professor of Botany; appointed Interim Chair, Department of Botany and Microbiology, paid additional \$100 per month while serving as Interim Chair, June 1, 1981.

Bob Carrell, Jr., Professor of Journalism and Mass Communication; title of Director, School of Journalism and Mass Communication, deleted, July 1, 1981.

Lenore S. Clark, Head of Reference Department and Associate Professor of Bibliography, University Libraries; given additional title of Assistant to the Dean for Collection Development, University Libraries, without additional remuneration, September 1, 1980.

Robert Lee Du Bois, Kerr-McGee Professor of Geology and Geophysics; title of Director of the Leonard Earth Science Observatory deleted, July 1, 1978.

Davis M. Egle, Professor of Aerospace, Mechanical, and Nuclear Engineering; appointed Interim Director, School of Aerospace, Mechanical, and Nuclear Engineering, paid \$150 per month in addition to regular salary while serving as Interim Director, July 1, 1981.

William F. Eick, Professor of Health, Physical Education, and Recreation; delete title Chair, Department of Health, Physical Education, and Recreation, September 1, 1981.

Trent E. Gabert, Associate Professor of Health, Physical Education, and Recreation; appointed Chair of Health, Physical Education, and Recreation, September 1, 1981.

June 18, 1981

16489

Richard C. Gipson, Associate Professor of Music; delete title Interim Director, School of Music, July 1, 1981.

Harold G. Grasmick, Associate Professor of Sociology; title of Chair, Division of Sociological Research, deleted, September 1, 1981.

Rex L. Inman, Professor of Meteorology; title of Director, School of Meteorology, deleted, July 1, 1981.

James F. Kimpel, Associate Professor of Meteorology; appointed Director, School of Meteorology, July 1, 1981 through June 30, 1986; title of Associate Dean for Academic Programs, College of Engineering, deleted, July 1, 1981.

Robert L. Lehr, Associate Professor of Regional and City Planning; appointed Acting Chair, Department of Regional and City Planning, July 1, 1981 to January 1, 1982.

Clayton W. Lewis, Assistant Professor of English; delete title Earl A. Brown and Betty Galt Brown Acting Director of English Composition, September 1, 1981.

Jan Edward Seifert, Associate Professor of Bibliography, University Libraries; title changed from Associate Director for Public Services to Head of Branch Libraries, September 19, 1980.

Edwin Earl Tucker, Research Associate in Chemistry, salary increased from \$18,000 to rate of \$21,000 for 12 months, June 1, 1981 through November 30, 1981. Subject to the availability of funds.

RESIGNATION:

Douglas M. Munnecke, Assistant Professor of Botany and Microbiology, August 1, 1981. Accepted position with Cities Service.

RETIREMENT:

Lora Isabel McCabe, Clinical Assistant Professor of Social Work, June 1, 1981; named Assistant Professor Emeritus of Social Work.

President Banowsky recommended approval of the personnel actions listed above.

Regent Rothbaum moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

President Banowsky reported the death of the following faculty member:

Clyde John Bollinger, Associate Professor Emeritus of Geography, on May 17, 1981.

June 18, 1981

16490

#### THE ALFRED P. MURRAH PROFESSORSHIP

The College of Law recommends that Professor George B. Fraser be named the Alfred P. Murrah Professor for the 1981-82 academic year.

Since joining the College of Law faculty in June 1949, Professor Fraser has maintained an outstanding record in the areas of teaching, scholarship and service to the University and to the legal profession. In addition to compiling an impressive scholarly publication record, Professor Fraser has worked extensively with the Oklahoma Bar Association, has advised and drafted legislation for the State Legislature and has served as interim dean of the College of Law. Professor Fraser has received the William R. Bandy Memorial Award for excellence in teaching for three of the seven years that the award has been given by the second-year students of the College of Law. He is affectionately referred to by students and alumni as "The Tiger" because of his ability to challenge students and require them to perform to the maximum capability.

Professor Fraser clearly meets the requirement that the person named to the Alfred P. Murrah Professorship must possess a distinguished record as a legal educator.

President Banowsky recommended that Professor George B. Fraser be named the Alfred P. Murrah Professor and that his 1981-82 salary be \$64,400 for 9 months which includes a \$10,000 supplement from the Alfred P. Murrah Professorship Fund.

Regent Little moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

#### ACADEMIC MISCONDUCT CODE

In November 1979 an Academic Misconduct Code was adopted by the Regents for the Norman Campus excluding Law. We have now had experience with this policy for a year and a half and it is apparent that some revisions are desirable. In order to simplify the procedures and meet difficulties that have arisen under the current code, and still comply with the requirements of the Oklahoma Administrative Procedures Act, a revision has been proposed. The proposed revision completely restructures the Academic Misconduct Code and simplifies it considerably. It has been approved unanimously by the University of Oklahoma Student Congress and has the approval of the Norman Faculty Senate. The proposed revision is shown on the following pages.

While there are a number of changes, four major ones should be emphasized:

1. The format of the policy is changed so that all the steps in the process can be seen at one glance on one page and on a one-page flow chart. Details are contained in appendices for the appropriate steps. This should make it much easier for anyone having only occasional need to deal with the Code to understand it.
2. The number of possible hearings is reduced from three to only one which will be held before the college Academic Misconduct Board. There are no departmental level hearings or university-wide hearings.
3. A faculty or staff member who discovers academic misconduct only has to do one thing--notify the appropriate dean--and appear at the single hearing if the student requests a hearing. All notifications to the student and descriptions of the student's rights and responsibilities will be handled centrally. There are no certified letters for the faculty member to draft and mail. On the other hand, the student has the benefit of consistent and complete advice given centrally and needs to appear at only one hearing if one is requested.
4. A greater range of possible disciplinary sanctions are provided together with examples of what actions may, but do not necessarily have to, result in those sanctions. By providing more latitude for setting a case, this wider variety may reduce the number of hearings requested. In addition, the examples should assist in securing more consistency in the application of sanctions.

President Banowsky recommended the Regents take the following actions:

1. Approve the revised Academic Misconduct Code as shown on the following pages to become effective with the beginning of the 1981 fall semester.
2. Rescind the Academic Misconduct Code adopted on November 8, 1979.
3. Rescind the last two sentences of the fourth paragraph of the Academic Appeals Board Policy which read:

However, in the event of an appeal involving cheating or plagiarism, at the request of the student, the Board must grant a hearing. Further, in any case of cheating or plagiarism, the burden of proof rests with the faculty member.

4. Rescind the following policy on dishonest work approved on June 13, 1974:

Within the following limits, instructors are free to handle cheating cases at their own discretion.

The student must be failed on the examination or paper involved and may be punished by the instructor to the extent of being denied credit in the course.

The instructor must report the action taken to the student's dean. The dean will report the instructor's action to the Admissions and Records Office.

In addition, the dean may recommend further disciplinary action. The dean shall not lessen the penalty fixed by the instructor, but may recommend to the President additional punishment within the following limits:

(1) Suspension: Exclusion from classes and other privileges or activities as set forth in the notice for a definite period of time not to exceed two years or until the conditions which may be set forth are met.

(2) Expulsion: Termination of student status for an indefinite period. The conditions of readmission, if any, shall be stated in the order of expulsion. When an offense is so severe that the University will not allow the student to re-enroll, the student will be expelled. Expulsion is not a permanent separation, but neither is a definite time set when return is expected. If a student is reinstated after an expulsion, it is only after a complete consideration of the case.

Prior to recommending further disciplinary action to the President, the dean shall notify the student of the charges and of the right to have a hearing and, if the student chooses to have a hearing, provide an opportunity to be heard either by an ad hoc committee appointed by the dean or by the dean privately. A copy of this notice should (in accordance with the Student Code) be forwarded to the Director of Student Development.

A student appeal of a recommendation to the President by a dean for censure, disciplinary probation, suspension or expulsion as the result of cheating or plagiarism shall be heard by the University Judicial Tribunal. This provision shall not apply to the College of Law.

5. Rescind any other provisions of University regulations that are incompatible or inconsistent with the revised Academic Misconduct code.

ACADEMIC MISCONDUCT PROCEDURES

Norman Campus, Excluding Law

(For amplification of each step, including time limits  
where appropriate, see appendices.)

Step

1. Incident of alleged academic misconduct is discovered.
2. The faculty or staff member discovering the incident (or to whom the incident is reported by a student or other person) notifies the appropriate dean of the incident and, if applicable, of the grade penalty to be imposed if the allegation proves correct.
3. The dean notifies the Director of Special Student services of the charge of academic misconduct.
4. The Director of Special Student Services notifies the student of the charges and a conference is scheduled.
- 5.1 After discussing the charges, academic misconduct process, possible sanctions, and the student's rights and responsibilities with the Director of Special Student Services, the student may:
  - A) Deny the charges and request a formal hearing before the appropriate Academic Misconduct Board (AMB). PROCEED TO STEP 6.
  - B) Admit to the charges and express extenuating circumstances, if any. The Director informs the student's dean, the budget dean, and the instructor, where applicable. PROCEED TO STEP 9.
- 5.2 (Optional) If, after conferring with the Director, the student wishes to meet with the person who initiated the charge and that person agrees, the Director of Special Student Services will arrange the meeting. Following that meeting, the student may, if the student has not done so already:

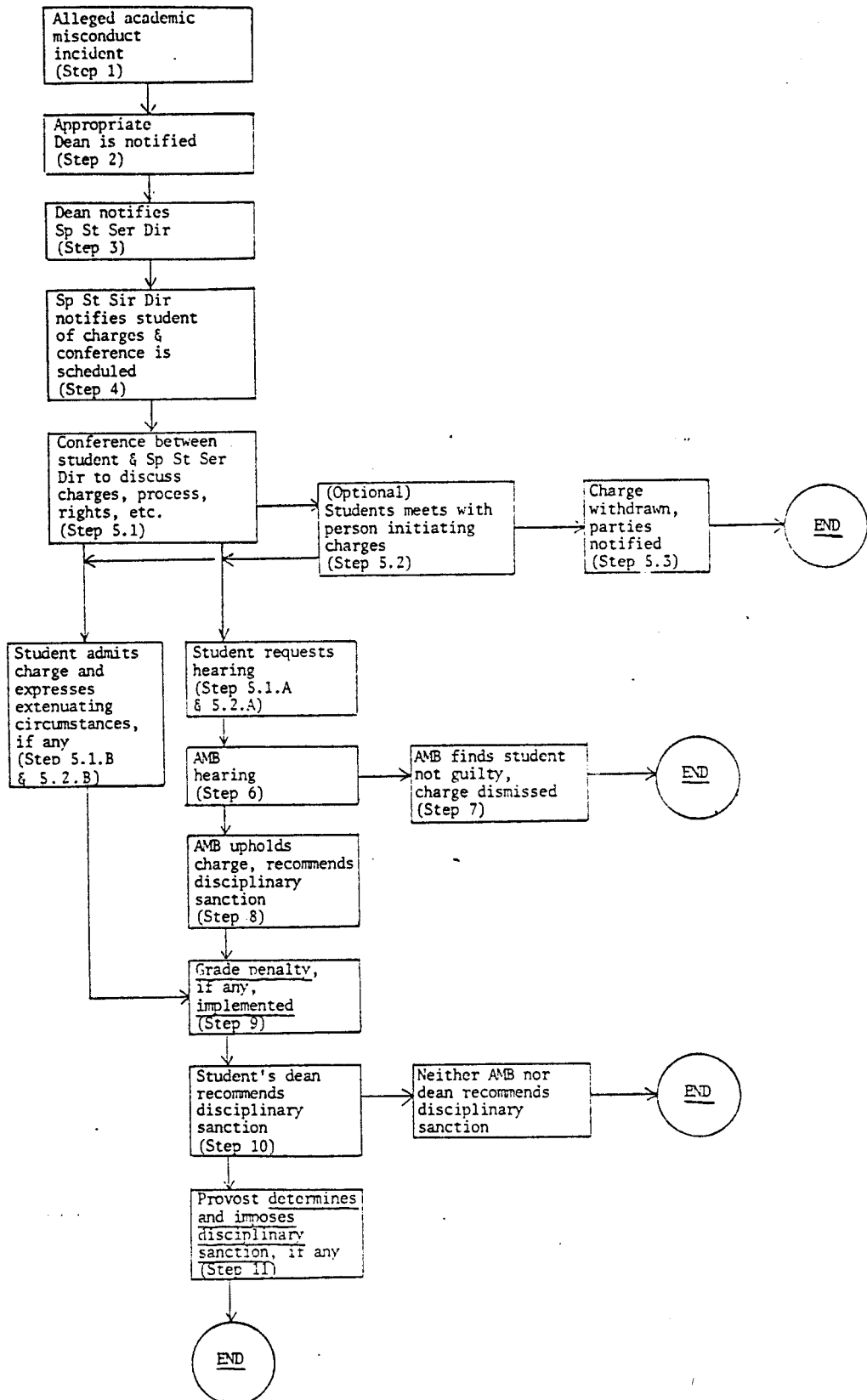


- A) Contest the charges and make a written request to the Director for a hearing as described in 5.1.A within the time limits for such a request;
  - B) Admit to the charges and so inform the Director, who will initiate the action in 5.1.B.
- 5.3 The person initiating the charge may withdraw the charge at any time, in which case the matter is ENDED.
  6. When a hearing has been requested, the case shall be heard by the AMB of the appropriate college.
  7. If the AMB finds that the facts do not support the allegation, the charge will be dismissed. The matter is then ENDED.
  8. If the AMB finds that the facts do support the allegation, the charge will be upheld. The AMB also shall make a separate recommendation as to what disciplinary sanctions it feels are most appropriate. This finding and recommendation will be communicated to the student's dean, who shall in turn notify the appropriate parties.
  9. Grade penalty, if any, is implemented.
  10. The student's dean determines what disciplinary sanction, if any, is to be recommended to the Provost. The dean shall also send the AMB recommendations to the Provost when a hearing has been held.
  11. The Provost determines what disciplinary sanction, if any, will be implemented and implements that sanction. The matter is then ENDED.
  12. Appeals as to procedural irregularities shall be made to the Provost's office.

June 18, 1981

STEPS IN A CASE OF ACADEMIC MISCONDUCT  
Norman Campus Excluding Law  
(For amplification of each step, including time limits  
where appropriate, see appendices.)

16495



12. Appeals as to procedural irregularities shall be made to the Provost's Office.

## APPENDIX 1

1.1 Basic Principle of Honesty

Honesty is a fundamental precept in all academic activities, and those privileged to be members of a university community have a special obligation to observe the highest standards of honesty and a right to expect the same standards of all others. Academic misconduct in any form is inimical to the purposes and functions of the University and therefore is unacceptable and rigorously proscribed.

1.2 Definition of Academic Misconduct

Academic misconduct includes (a) cheating (using unauthorized materials, information, or study aids in any academic exercise), plagiarism, falsification of records, unauthorized possession of examinations, intimidation, and any and all other actions that may improperly affect the evaluation of a student's academic performance or achievement; (b) assisting others in any such act; or (c) attempts to engage in such acts.

1.3 Discovery of Incident

Any faculty member, administrator, or staff member may identify an act of academic misconduct. Students may also identify an act of academic misconduct and should report that act to one of the officials mentioned above.

1.4 Responsibility for Knowing the Code

It is the responsibility of each instructor and each student to be familiar with the definitions, policies, and procedures concerning academic misconduct.

## APPENDIX 2

2.1 Notification of Dean

(a) If the incident is discovered by a faculty member (or reported to a faculty member by a student or other person) in a particular course, the faculty member notifies his/her budget dean of the incident and of the grade penalty to be imposed if the allegation proves correct.

(b) If the incident is discovered by other personnel (e.g., academic records) or is reported to those personnel by a student or other person, the budget dean appropriate to the particular course is notified.

(c) If more than one college or no particular class is involved (e.g., submission of falsified records, misconduct involving graduate theses, dissertations, or qualifying comprehensive examinations), the student's dean is notified.

Budget dean refers to the dean of the college in which the academic unit teaching the course is budgeted. The student's dean refers to the dean of the college in which the student is enrolled.

## 2.2 Form and Timing of Notification

All notifications mentioned in 2.1 shall be in writing and shall be made within fifteen (15) regular class days. A regular class day is any day, Monday through Friday, on which the University of Oklahoma holds regularly scheduled classes, including intersession, the regular summer school period, and regularly scheduled final examination days.

### APPENDIX 3

## 3.1 Notification of Director of Special Student Services

The appropriate dean (see Appendix 2) shall inform in writing the Director of Special Student Services of the charges of academic misconduct, describing the alleged act and the grade penalty, if any, determined by the instructor.

### APPENDIX 4

## 4.1 Notifying the Student

The Director of Special Student Services (Director) or the Director's designee, shall initiate academic misconduct code procedures against a student charged. The Director shall notify the student of the charges in writing which shall be served on the student in person or by mail.

The notice shall include a description of the student's right (a) to a hearing with adequate notice, (b) to be represented by an attorney at the student's expense and (c) to refrain from discussing the matter or from making any statement regarding the matter.

When service is by mail, the Director shall enclose the notice of charges in an envelope, postage prepaid, and mail the letter by certified mail, return receipt requested, to the student at the student's permanent or local address (as appropriate) on file in Admissions and Records. When the above steps have been taken, the return receipt, whether signed or not, shall be deemed sufficient evidence that the student has been properly served and it shall be presumed that the student has received and read the notice.

## 4.2 Date of Service

As used throughout this regulation, the date of service shall mean:

(a) Service in person--the date of service shall be the date the notice is actually delivered to the student;

(b) Mail

1. If "signed for," the date of service shall be the date indicated on the mail receipt reflecting when the letter was "signed for";
2. If not "signed for," the date of return to the Director of the mail receipt shall be the date of service.

#### 4.3 Scheduling of Conference with Director of Special Student Services

Within two (2) regular class days (see Appendix 2.2) of the date of service, the student shall contact the Director of Special Student Services and schedule a conference to discuss the matter.

#### 4.4 Default

If the student fails to respond within the prescribed time or fails to meet as directed, the student shall be in default and thereby waives the right to all University hearings, appeals, and challenges. In the event of a default at this point, the Director shall notify the student's dean, who shall confirm imposition of grade sanctions and make recommendations for disciplinary sanctions.

#### 4.5 Continued Enrollment Pending Resolution

A student may continue his or her regular enrollment in the University pending administrative resolution of misconduct allegations, but no University degree may be awarded to a student, or transcript released, while a question of academic misconduct exists.

### APPENDIX 5

#### 5.1 Conference Between Student and the Director of Special Student Services

At the beginning of the mandatory first conference referred to in Appendix 4 between the charged student and the Director of Special Student Services, the Director shall describe the academic misconduct process, possible sanctions, and the student's rights and responsibilities under this regulation. For a description of grade penalties that may be imposed, see Appendix 9; and for a description of disciplinary sanctions that may be imposed, see Appendix 10. At the conclusion of the conference, the student may:

(a) Deny the charges--If the student denies the charges and wishes a hearing to contest them, the student must submit a written request for such a hearing to the Director within two (2) regular class days of the mandatory first conference with the Director (Appendix 4). Failure to do so within the prescribed time shall waive the student's right to any University hearings, appeals, or challenges of the charges or of any sanctions imposed as a result of the academic misconduct.

(b) Admit the charges--If the student admits to the charges at this time, the Director will inform the student's dean, the budget dean, and the instructor; also, the chair of the instructor's academic unit, where applicable. The instructor shall thereafter impose grade sanctions, and the dean shall make his or her recommendation for further sanctions, if any. Provided, however, that if the student admits to the charges but wants to confer with the dean or to submit a written statement concerning extenuating circumstances affecting disciplinary sanctions, the student may do so only if done within five (5) regular class days of the date of admission of the charge. Failure to do so within the five (5) regular class days will result in the dean making his or her recommendation without such information.

## 5.2 Optional Meeting Between Student and Person Initiating the Charge

Nothing herein is intended to preclude the student from discussing the incident with the person initiating the charge, if that person agrees; in fact, such a discussion is encouraged. However, in order to help all parties, such a meeting should be scheduled only after conferring with the Director, who will arrange the meeting if agreeable to the parties involved. It should be understood that any such meeting shall not extend the period of time for requesting a hearing as set forth in 5.1.a above.

If, after the student meets with the charging party, the student wishes:

(a) To contest the charges and has not already done so, the student must comply with the requirements for submitting the written request to the Director, as set forth in 5.1.a above.

(b) To admit to the charges and has not already done so, the student may do so by so informing the Director, who will then initiate the action as outlined in 5.1.b above.

## 5.3 Withdrawal of Charge

It should be understood that the person initiating the charge of academic misconduct may withdraw the charge at any time. This is effected by sending written notice to the dean who notified the Director of the charge in the first place. That dean shall then inform, in writing, the Director and any others who need to know that the charge has been withdrawn. In this event, the case is ENDED.

# APPENDIX 6

## 6.1 Which Board Shall Hear the Appeal

In a case in which a hearing has been requested, the facts of the case shall be determined by the Academic Misconduct Board (AMB) of the college in which the department offering the course is budgeted.

If no particular course is involved, the case shall be heard by the AMB of the college in which the student is enrolled or the AMB chosen by the student's dean when the student is not enrolled in a degree-recommending college.

Cases involving graduate-level theses, dissertations, or qualifying comprehensive examinations shall be heard by the AMB of the Graduate College.

## 6.2 Academic Misconduct Boards

Each college shall establish an AMB consisting of two students and three members of that college's faculty to hear each case.

Membership of the Board shall be drawn from a pool of faculty and students. The faculty members of the AMB and the terms for all members shall be determined by the faculty of the college. Student members shall be appointed or selected from nominations submitted by appropriate student organizations.

An AMB may be assisted by a nonvoting faculty or staff person appointed by the dean of the college who shall exercise responsibility for the Board in administrative matters, such as scheduling of cases, notification of hearings and decisions, and maintenance of records.

### 6.3 Deadline for Requesting Hearing

In order to secure a hearing on the charges, a student shall submit a written request for the hearing to the Director of Special Student Services within two (2) regular class days of the mandatory first meeting with the Director (Appendix 4). Failure to submit the written request within the prescribed time shall waive the student's right to any University hearings, appeals, or challenges of the charges or of any sanctions imposed as a result of the alleged academic misconduct.

### 6.4 Scope of Hearing

The focus of inquiry shall be the guilt or innocence of those accused of academic misconduct.

The board will consider the information and arguments presented, make findings of facts of matters in dispute, and determine whether the student did engage in academic misconduct.

The board will also hear all evidence and argument concerning extenuating circumstances that may affect decisions about what grade penalties and/or disciplinary sanctions, if any, might be imposed.

### 6.5 Hearing Procedures

(a) Written notification of a hearing must be distributed at least five (5) regular class days in advance of the hearing date, and should include:

1. The authority for the hearing and the hearing body;
2. Reference to the specific rule or rules involved;
3. Date, time, nature, and place of the hearing;
4. A brief factual statement of the charges and issues involved.

(b) Students who fail to appear after proper notice will be deemed to have pled guilty to the charges against them.

(c) Hearings will be closed to the public and shall be confidential, although an open hearing may be held at the discretion of the AMB, if requested by the student.

(d) The presiding officer of each board shall exercise control over the hearing to avoid needless consumption of time and to prevent harassment or intimidation.

(e) Hearings shall be tape recorded or transcribed.

(f) At the beginning of the hearing, any party may challenge any board member, one at a time, on the grounds that he or she is unable to give the student a fair and impartial hearing. The remaining members of the hearing body

shall decide the challenge by secret ballot. However, if the entire board is challenged, the entire board shall rule on the challenge. The hearing will continue if three members remain.

(g) Witnesses shall be asked to affirm that their testimony is truthful.

(h) Prospective witnesses other than the complainant and the student may be excluded from the hearing during the testimony of other witnesses. All parties, the witnesses, and the public shall be excluded during board deliberations.

(i) The burden of proof shall be upon the complainant, who must establish the guilt of the respondent by a preponderance of the evidence.

(j) Formal rules of evidence shall not be applicable in these proceedings. The presiding officer of each board shall give effect to the rules of confidentiality and privilege. 75 O.S. 310.

(k) The board shall not receive or consider arguments about the legality of any provision under which a charge has been brought or the legality of the procedures under which the hearing is proceeding. Such questions should be presented in writing to the Provost.

(l) All parties shall have reasonable opportunity to question witnesses and present information and argument deemed relevant by the board.

(m) Final decisions of all AMBs shall be by majority vote of the members present and voting. The final decisions shall contain a written statement setting forth with reasonable particularity, findings of fact, the decision on each of the charges, its recommendations for disciplinary sanctions, and the reasoning behind these decisions. These materials shall be transmitted as described in Appendices 7 and 8, together with the AMB's record of the proceedings and a summary.

(n) Depending upon the gravity of the case, the board, at its discretion, may require the parties to submit written briefs and responses, including supporting documents, setting forth the respective positions dealing with all issues.

#### APPENDIX 7

##### 7.1 Dismissal of Charges by the AMB

If the AMB finds that the facts do not support the allegation, the charges will be dismissed. The chair of the AMB shall transmit the decision in writing to the appropriate deans and the Director of Special Student Services within fifteen (15) regular class days of the conclusion of the hearing. All other AMB records of the case shall be destroyed after twenty (20) regular class days of such transmittal.

The Director of Special Student Services shall then notify the student in writing of the decision of the AMB. The matter is then ENDED.



## APPENDIX 8

8.1 When Facts Support Allegations Against the Student

If the AMB finds that the facts support the allegations against the student, the student shall be found guilty. After a finding of guilt, it is the duty of the AMB to recommend appropriate disciplinary sanctions. Some relevant factors the AMB may consider in determining a sanction recommendation include, but are not limited to:

- (a) The facts that have been presented to the AMB at the hearing;
- (b) Any mitigating or extenuating circumstances that have been presented by any party during the hearing;
- (c) Prior academic misconduct on the part of the student;
- (d) Description of disciplinary sanctions as outlined in Appendix 10.

After weighing all factors it considers relevant, the AMB shall recommend disciplinary sanctions to the student's dean (Appendix 6.5.m).

The AMB's finding and recommendations shall be made in writing within fifteen (15) regular class days of the conclusion of the hearing.

The student's dean shall inform the appropriate parties of the AMB's finding and recommendations. These parties may include the student, the counsel for the student (if any), the budget dean (if different from the student's dean), the faculty or staff member who notified the budget dean of the incident, the counsel for the University, and the Director of Special Student Services.

If disciplinary sanctions are recommended by either the AMB or the student's dean, the student's dean shall then forward the AMB's recommendations, along with the dean's recommendations, to the Provost in accordance with Appendix 10.1.

## APPENDIX 9

9.1 Grade Penalties

The instructor is free to impose grade penalties when either a student admits the charge in Step 5.1.B. or 5.2.B., or the AMB upholds the charge in Step 8. An instructor who concludes that a student has engaged in, or is engaging in, academic misconduct has an obligation to impose grade penalties. These penalties may include, but are not limited to:

- (a) The instructor may require the student to complete a substitute assignment or examination.
- (b) The instructor may award the student a failing grade on the examination or paper or on those portions of it on which he or she was engaged in academic misconduct.
- (c) The instructor may lower the student's final grade in the course or award a failing grade of "F."

## 9.2 Imposition of Grade Penalties

The instructor's grade sanctions will not become final until the student is found guilty by the AMB, defaults (4.4), or admits the charges.

### APPENDIX 10

## 10.1 Recommendations of Disciplinary Sanctions to the Provost

Based upon the facts of the case and any relevant factors, the student's dean shall determine if any disciplinary sanction is to be recommended to the Provost. If the recommendation of the student's dean differs from that of the AMB, the dean shall provide in writing the reasoning for his or her recommendation.

If either the AMB or the student's dean recommends disciplinary sanctions, the student's dean shall send to the Provost in writing (1) the student's dean's recommendation as to disciplinary sanction; (2) the AMB's record of proceedings, including a summary if a hearing was held; and (3) the written decision and recommendation of the AMB holding such a hearing (Appendix 6.5.m.). The student's dean shall notify the appropriate parties of these recommendations.

## 10.2 Disciplinary Sanctions

The disciplinary sanctions noted below may be recommended by the AMB and/or the student's dean to the Provost. The examples are illustrative of each category of disciplinary sanction, are not intended to be totally inclusive, and omission of a particular act shall not be construed as indicating that such an act is acceptable or appropriate. Furthermore, the acts described do not need to result in the disciplinary sanctions noted if judgments suggest otherwise.

(a) Censure--A written reprimand for violation of acceptable standards of academic conduct. This action takes formal notice of the student's act of academic misconduct and provides a formal warning that a further act of academic misconduct will result in far more severe action.

Censure shall not be noted on a student's transcript, but will be noted in the Student Affairs office. Copies of the letter of censure shall be provided to the student, the Student Affairs office, the student's dean, the budget dean (if different than the student's dean); and, if applicable, the chair of the department in which the course is taught and the instructor.

The sort of academic misconduct which might result in censure might be a case in which a student has copied on an examination and in which it seems that the cheating was the result of momentary panic. There would be no reason to suppose that the student had planned to cheat and there would be no prior record of academic misconduct.

(b) Limited Notation Suspension--Suspension from classes and other privileges for a period of not less than one semester. During this period, the student will not be allowed to earn credits for transfer to the University of Oklahoma at any other institution. Any credits earned at another institution

during a period of suspension shall not be recorded in the student's O.U. transcript and shall not count in any manner. A notation of suspension for academic misconduct shall be made on the student's transcript. However, in the case of limited notation, such transcript notation shall be removed upon the student's graduation from the University or four years from the date of the suspension, whichever comes first.

The sort of academic misconduct which might result in limited notation suspension might be a case in which a student has changed a grade on a withdrawal form or signed a withdrawal form without the instructor knowing or a case of classroom cheating in which it is determined that there was some prior planning leading to the cheating, or some cases of plagiarism in which it seems that the plagiarism may have occurred partially because of mitigating circumstances.

(c) Permanent Notation Suspension--Suspension from classes and other privileges for a period of not less than one semester. During this period, the student will not be allowed to earn credits for transfer to the University of Oklahoma at any other institution. Any credits earned at another institution during a period of suspension shall not be recorded in the student's O.U. transcript and shall not count in any manner. A notation of suspension for academic misconduct shall be made on the student's transcript. In the case of permanent notation, there will be no time limit to such transcript notation.

The sort of academic misconduct which might result in permanent notation suspension might be a case in which knowing plagiarism has occurred, or if a student carries crib sheets to an examination, or circumstances which clearly indicate that the academic misconduct was intended.

(d) Expulsion--Termination of student status for an indefinite period, usually intended to be permanent. A notation of expulsion for academic misconduct shall be made on the student's transcript. Such notation shall be a permanent notation. If a student is reinstated after an expulsion, it is only after a complete reconsideration of his or her case.

The sort of academic misconduct which might result in expulsion might be a case in which:

- the student has been involved in a prior incident of academic misconduct;
- forged documents such as transcripts have been submitted to the University;
- a student has taken someone else's examinations or arranged for someone else to take his/hers;
- commercial term papers have been submitted;
- examinations, grade books, grade sheets, or other instructor possessions have been stolen, copied, or otherwise utilized;
- intimidation has been used in an attempt to influence the academic process.

APPENDIX 11

11.1 Determination of Disciplinary Sanction and Its Implementation

It shall be the responsibility of the Provost to review the materials sent by the student's dean and to determine and implement the appropriate action and disciplinary sanctions.

Implementation of the appropriate action or disciplinary sanctions by the Provost shall end the process.

The Provost shall attempt to inform the student in writing of the action being taken. A letter to the student at the address last provided the University by the student shall be sufficient to meet this requirement. Copies of the letter may also be provided other parties who have a legitimate need to know of the action.

APPENDIX 12

12.1 Appeals Based on Procedural Irregularities or New Evidence

The decision of the AMB as to the facts shall be final and not appealable within the University, unless (1) it can be established that specified procedural irregularities were so substantial as to effectively deny the student a fair hearing; or (2) if new and significant evidence becomes available which could not have been discovered by a reasonably diligent student before or during the original hearing.

Appeals based on procedural irregularities or new evidence shall be made in writing to the Provost's office. Consideration of such appeals may be made by the Provost upon the basis of written statements and such other evidence as the Provost may require.

Harmless deviations from prescribed procedures may not be used to invalidate the decision or proceeding. Technical departures from these procedures and errors in their application shall not be grounds to withhold disciplinary action unless, in the opinion of the Provost, the technical departure or errors were such as to have prevented a fair determination of the issues.

For questions of rehearing, see the Oklahoma Administrative Procedures Act, Section 317.

In all cases, the President and the Board of Regents of the University reserve the right to review, at their discretion, any decision of a hearing body for manifest error or inequity.

Regent Little moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

June 18, 1981

16506

ADMINISTRATIVE AND PROFESSIONAL PERSONNEL ACTIONS

APPOINTMENTS:

Bart W. Conner, Special Assistant to the Vice President for University Affairs, \$16,200 for 12 months, .60 time, August 15, 1981. Professional Staff.

Donald Charles Hudson, Manager, Payroll Services, Personnel Services, \$21,000 for 12 months, June 1, 1981. Managerial Staff.

Jim Bob Ratto, Course Moderator, Oil Well Blowout Prevention School, \$28,000 for 12 months, May 13, 1981 through May 13, 1982. Professional Staff.

CHANGES:

James J. Doherty, Course Moderator, Oil Well Blowout Prevention School, salary changed from \$13,211.88 for 12 months, .66 time, to \$20,018.00 for 12 months, full time, May 18, 1981.

Roberta B. Kauskay, Director, Media Resources and Guidance Center, salary increased from \$29,630 to \$33,186 for 12 months, July 1, 1981 through June 30, 1982. Subject to the availability of funds.

Donald F. Robinson, title changed from Director to Director Emeritus and Physician, Goddard Health Center, June 1, 1981.

Carl S. Whittle, title changed from Interim Director to Administrator, Goddard Health Center, salary increased from \$30,000 to \$36,000 for 12 months, June 1, 1981.

Woodrow W. Wiltse, title changed from Coordinator, Parking and Traffic, to Manager, Parking and Transportation Systems, salary increased from \$19,300 to \$22,845 for 12 months, July 1, 1981. Managerial Staff.

RESIGNATIONS:

Kenneth Evans, Field Consultant, Public Responsibility and Community Affairs, June 1, 1981.

Emanuel D. Smith, Petroleum Geologist, Information Systems Programs, May 1, 1981.

President Banowsky recommended approval of the personnel actions listed above.

Regent McCurdy moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

## SEXUAL HARASSMENT GRIEVANCE PROCEDURE

After considerable study by all segments of the University community for over a year, a sexual harassment grievance procedure as shown below has been proposed. This procedure has been approved by the Norman Campus Faculty Senate, the Employee Executive Council, and student representatives.

President Banowsky recommended approval of the Sexual Harassment Grievance Procedure for the Norman Campus as shown below to be effective immediately:

### Statement Concerning Sexual Harassment

The University of Oklahoma explicitly condemns sexual harassment of students, staff, and faculty.

Since some members of the University community hold positions of authority that may involve the legitimate exercise of power over others, it is their responsibility to be sensitive to that power. Faculty and supervisors in particular, in their relationships with students and supervisees, need to be aware of potential conflicts of interest and the possible compromise of their evaluative capacity. Because there is an inherent power difference in these relationships, the potential exists for the less powerful person to perceive a coercive element in suggestions regarding activities outside those appropriate to the professional relationship. It is the responsibility of faculty and supervisors to behave in such a manner that their words or actions cannot reasonably be perceived as sexually coercive, abusive, or exploitive.

The University is committed to providing an environment of study and work free from sexual harassment and to insuring the accessibility of appropriate grievance procedures for addressing all complaints regarding sexual harassment.

The grievance procedure embodied herein shall be available to any person who, at the time of the acts complained of, was employed by, or was enrolled as a student at the University of Oklahoma. Nothing contained in this policy shall be construed either to limit the legitimate exercise of the right of free speech or to infringe upon the academic freedom of any member of the University community. Nor shall the use of these grievance procedures constitute a waiver by the complainant or respondent of any other legal rights they may have.

### Definition of Sexual Harassment

Sexual harassment shall be defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature in the following context:

A. when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic standing,

B. when submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual, or

C. when such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working/academic environment.

### Procedures

#### Filing of Complaint

Persons who have a complaint alleging sexual harassment are encouraged to raise their complaint through the normal administrative channels. Persons empowered to receive initial complaints through the normal administrative channels shall include department heads/chairpersons, academic deans, or administrative supervisors. These individuals are referred to as "administrator".

If the complainant does not wish to raise the complaint through the normal administrative channels, the complaint may be brought to the attention of any member of the Investigative Council on Sexual Harassment. The Investigative Council on Sexual Harassment shall be composed of eight (8) staff members elected by the Employee Executive Council and eight (8) faculty members elected by the Faculty Senate. The terms of appointment shall be for three (3) years with initial terms of 1, 2, and 3 years in each category to provide for staggered membership.

Upon request of any student complainant, the UOSA General Counsel shall serve as an ex-officio member of the Investigative Council on Sexual Harassment. The UOSA General Counsel shall have all the rights and responsibilities of other Council members, including the right to receive complaints from students and be present and participate in formal Council hearings. However, the UOSA General Counsel will not have a vote on the disposition of the complaint.

In an affirmative effort to insure that members of the University Community are adequately informed and served by the grievance procedures embodied herein, a counselor in the University Counseling Center shall also be available as a permanent contact point for complaints and concerns. This person will be responsible for advising University Community members on the grievance procedures and shall be available to provide appropriate assistance to complainants or respondents upon request, but will not be in a position to take any action on a complaint.

Timing of Complaint

Any complaint (either verbal or written) must be filed with the appropriate administrator or with any member of the Investigative Council on Sexual Harassment within 45 calendar days of occurrence of the act of alleged sexual harassment.

Retaliation

Any attempt to penalize or retaliate against a person for filing a complaint of sexual harassment will be treated as a separate and distinct, additional charge of sexual harassment.

Initial or Informal Proceeding

Administrative Process - Upon receipt of a complaint of sexual harassment, the appropriate administrator is empowered to interview the parties involved, to hear testimony pertaining to the matter, and to gather any pertinent evidence.

Council Process - Upon receipt of a complaint of sexual harassment, a Council member shall refer the complaint to the Chair of the Council who shall appoint an investigative subcommittee composed of two members of the Council acceptable to both parties. This subcommittee is empowered to interview parties involved, to hear testimony pertaining to the matter, and to gather any pertinent evidence.

Outcomes - Upon completion of the initial investigation, the administrator or the council subcommittee is authorized to:

A. Find that no sexual harassment occurred and dismiss the complaint, giving written notice of said dismissal to each party involved. The complainant has the right to appeal said dismissal in writing within 15 calendar days of the date of the notice of dismissal to the Chair of the Investigative Council on Sexual Harassment and request a formal hearing according to the provisions of the Formal Proceeding section. If no appeal is filed within the 15-day period said dismissal becomes binding on both parties and the case shall be closed and the sealed record shall be transmitted to the Director of the University Counseling Center for safekeeping according to the section on Confidentiality of Proceedings and Records section in this policy.

B. Resolve the matter to the satisfaction of both the complainant and the party accused of sexual harassment. If a resolution satisfactory to both parties is reached through the efforts of the administrator or the Council subcommittee, a written statement, a copy of which shall be attached to the investigator's report, shall indicate the agreement reached by the parties and shall be signed and dated by each party and by the administrator or the Council subcommittee. At that time the investigation and the record thereof shall be closed, sealed, and transmitted to the Director of the University Counseling Center for safekeeping in accordance with the section on Confidentiality of Proceedings and Records.



C. Find that the parties are unable to resolve the matter informally. Written notice of such finding shall be given each party involved, except as noted in the next paragraph (D). Any party has the right to request in writing within 15 calendar days of the date of that notice a formal hearing before the Investigative Council on Sexual Harassment, according to the provisions of the section on Formal Proceeding. If no such request is made within the 15-day period, the opportunity for such hearing shall be forfeited and the case shall be closed, sealed, and transmitted to the Director of the Counseling Center for safekeeping in accordance with the section on Confidentiality of Proceedings and Records.

D. In the case of a complaint against a faculty member, the administrative investigator may determine that the evidence of sexual harassment is sufficiently clear to warrant the immediate commencement of formal proceedings as provided in the Abrogation of Tenure, Dismissal Before Expiration of a Term Appointment, and Severe Sanctions section of the Faculty Personnel Policy. If the President concurs with the administrator's findings, and so informs the Chair of the Faculty Appeals Board, the case shall be removed from the grievance proceedings contained herein and further action in the case shall be governed by the Abrogation of Tenure, Dismissal Before Expiration of a Term Appointment, and Severe Sanctions section of the Faculty Personnel Policy.

If an appeal or request for a formal hearing is made, a written report of the informal proceedings shall be transmitted to the Chair of the Council. Any records that the administrator or subcommittee may have elected to keep shall be included in or appended to the report transmitted to the Chair of the Council.

Individual allegations of sexual harassment that are dismissed for lack of cause without appeal, shall not be considered in personnel decisions such as salary, promotion, or tenure. Similarly unless such decisions are a part of the settlement, complaints settled at the informal stage shall not be considered in subsequent personnel decisions, and no mention of such complaints shall be made in the personnel or student records of either party.

Each investigator is individually charged to preserve confidentiality with respect to any matter investigated.

The informal investigation shall be completed within 30 days of receipt of the complaint. This time period may be extended either by mutual agreement of the parties involved or by the Chair of the Investigative Council on Sexual Harassment in the case of a subcommittee proceeding.

Either party has an absolute right to refuse to participate in the initial or informal proceeding and shall be so advised by the person(s) conducting the initial investigation of the charge of sexual harassment. Such refusal shall result in a formal hearing as provided in the section on Formal Proceeding if either party so requests, with the exception of cases covered by paragraph (D) above.

Formal Proceeding

Written Complaint - In addition to appeals, cases where either party refuses to participate in the initial or informal investigation, and cases unresolved at the informal stage shall result in a formal hearing before the Investigative Council on Sexual Harassment if either party so requests in writing with the exception of cases covered by paragraph (D) above. A written and signed complaint addressed to the Chair of the Council setting forth the particulars of the facts upon which sexual harassment is alleged must be filed by the complainant as a condition to convening a hearing before the Council.

Formal Hearing - A formal hearing before the Investigative Council on Sexual Harassment shall be conducted by a five member council panel chosen from the sixteen (16) member council as a whole, by the parties to the complaint. The selection process shall be in the following manner: the complainant shall select two panel members, and the respondent shall select two panel members with the fifth person being chosen by the other four panelists. The fifth person shall chair the panel. If the four panelists cannot agree on the fifth, the names of five additional Council members will be drawn by lottery. Each panelist will strike one name off the list of five names. The remaining person shall be the fifth panelist. Either party to the complaint may request the Chair of the Council to disqualify any member of the hearing panel upon a showing of cause. Furthermore, no panelist shall be expected to serve if he/she feels that a conflict of interest exists. Replacements shall be selected in the same manner as the original panel.

The hearing panel procedures in conducting formal proceedings shall be established by the Council and shall provide that the parties to a proceeding may be represented by legal counsel and that the parties may present all of the evidence that they consider germane to the investigation. Further, the parties may call witnesses to testify and may cross-examine witnesses called by the other party. The formal proceeding shall be closed to the public unless both the complainant and respondent agree otherwise. A written record of the proceedings shall be maintained.

Actions by the Council

In the event the matter is resolved to the satisfaction of both parties prior to completion of the formal proceedings of the hearing panel, a written statement shall indicate the agreement reached by the parties and shall be signed and dated by each party and by the Chair of the hearing panel. In a case heard initially by an administrator, or when administrative action is necessary to implement the agreement, the administrator shall be informed confidentially of the resolution. The case shall then be closed and the sealed record transmitted to the Director of the University Counseling Center for safe-keeping in accordance with the section on Confidentiality of Proceedings and Records.

In the event that no solution satisfactory to both parties is reached prior to the completion of the formal proceedings of the hearing panel, the panel shall make its findings and recommendations known to the proper administrative officer (as designated by the President of the University of Oklahoma), a complete and full record of the proceedings shall accompany said report to the proper administrative officer.

#### Factors to be Considered

In arriving at a determination of the existence of sexual harassment, at any stage of the proceedings, the evidence as a whole and the totality of the circumstances and the context in which the alleged incident(s) occurred shall be considered. The determination of the existence of sexual harassment will be made from the facts on a case by case basis.

At the formal stage, the Council may take into consideration the history of complaints that have been filed by the complaining party, and any history of formal findings of unprofessional conduct or patterns of informally settled complaints. However, allegations that were dismissed for lack of cause at the initial or informal stage without appeal or which resulted in a finding of no sexual harassment shall not be taken into consideration.

#### Sanctions

Within 10 working days of receipt of the Council's findings and recommendations, the proper administrative officer shall inform the complainant and the respondent of the findings of the hearing panel and the officer's decision regarding the sexual harassment complaint. A copy of the officer's decision shall be transmitted to the chair of the hearing panel. In a case heard initially by an administrator, the administrator also shall be informed of the officer's decision. If the recommendations of the Council are rejected, the administrative officer shall state the reasons for such rejection.

The sexual harassment grievance procedures contained herein are preliminary to any formal disciplinary sanctions the proper administrative officer may determine is warranted upon a finding of sexual harassment. Appropriate disciplinary action that may be imposed upon such finding shall include any of the sanctions contained in the Abrogation of Tenure, Dismissal Before Expiration of a Term Appointment, and Severe Sanctions section of the Faculty Personnel Policy or the Corrective Discipline section of the Staff Handbook. The imposition of all sanctions shall be governed by the process contained in the Abrogation of Tenure, Dismissal Before Expiration of a Term Appointment, and Severe Sanctions section of the Faculty Personnel Policy or the Corrective Discipline section of the Staff Handbook.

Except in cases that ultimately go before the Faculty Appeals Board, all records upon conclusion of a case shall be transmitted to the Director of the University Counseling Center for safekeeping in accordance with the section on Confidentiality of Proceedings and Records.

Summary Action

Upon a clear showing at any stage in the grievance procedure that immediate harm to either party is threatened by the continued performance of either party's regular duties or University responsibilities, the proper administrative officer may suspend or reassign said duties or responsibilities pending the completion of the grievance procedure.

Confidentiality of Proceedings and Records

The disclosure of information obtained during the investigation of a complaint of sexual harassment by the appropriate administrator or by any member of the Investigative Council on Sexual Harassment constitutes a serious violation of University policy and procedures. Any person who discloses such confidential information shall be subject to severe disciplinary measures contained in the Abrogation of Tenure, Dismissal Before Expiration of a Term Appointment, and Severe Sanctions section of the Faculty Personnel Policy or the Corrective Discipline section of the Staff Handbook. These sanctions shall be in addition to any civil liability the person making such disclosure may have as a result thereof to the parties, the complaint, and/or the witnesses interviewed during the informal or formal proceedings.

A record of the complaint and all informal and formal proceedings shall be maintained under seal for a period of five years. The record (excluding cases dismissed for lack of cause) is to be opened only upon authorization of the Chair of the Investigative Council on Sexual Harassment and only if a subsequent allegation of sexual harassment is brought before a Council hearing panel. In the event that the opening of the record is warranted, the Chair of the Council must give written notice to the person whose record is to be opened no less than seven calendar days prior to the opening of the record.

The records shall be maintained in the locked test storage area of the Counseling Center of the University. The Director of the Counseling Center shall be responsible for the safekeeping, confidentiality, addition, removal, or destruction of the records, in accord with this policy. The Director shall maintain a confidential reference log of the cases currently contained in the files. This log shall identify the date the complaint was filed and the names of the complainant and the respondent. This log shall also be kept confidential.

Destruction of Records

Upon termination of a five-year period without additional complaint, all records maintained by the Director of the Counseling Center regarding the complaint shall be destroyed, and no record is to be maintained that would indicate that there had ever been such a record.

Regent White moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

## STUDENT ACTIVITY FEE DISTRIBUTION FOR 1981-82

President Banowsky presented the following information regarding the proposed Student Activity Fee for 1981-82:

Projected Income: \$1,500,000

|                          | <u>80-81</u>   | <u>81-82</u>              | <u>Increase</u> |
|--------------------------|----------------|---------------------------|-----------------|
| Goddard Health Center    | \$ 680,000     | \$ 680,000                | -0-             |
| Daily                    | 50,000         | 60,000                    | +\$10,000       |
| Intramurals & Recreation | 98,567         | 124,395 <sup>1</sup>      | 25,828          |
| Swim Complex Allocation  |                | 24,000 <sup>2</sup>       |                 |
| Student Affairs          | 70,160         | 79,322                    | + 9,162         |
| Facilities Bond System   | 150,000        | 150,000                   | -0-             |
| Campus Bus System        | 62,000         | 62,000                    | -0-             |
| UOSA                     | 222,902        | 247,091                   | + 24,189        |
| 2% Reserve               | 29,400         | 30,000 <sup>3</sup>       | + 600           |
| Special Reserve          | <u>106,971</u> | <u>43,192<sup>4</sup></u> |                 |
| TOTAL                    | \$1,470,000    | \$1,500,000               |                 |

<sup>1</sup>Includes the \$14,000 continuing allocation for maintenance and equipment, per Student Activity Fee Committee Recommendation as approved by President Banowsky.

<sup>2</sup>\$24,000 is the continuing allocation for free student swims, as recommended by the Student Activity Fee Committee and approved by President Banowsky.

<sup>3</sup>Continuing obligations: Minority Cultural Centers Support - \$3,000  
Spirit Groups Support - \$2,000

Additional Obligation: A subsidy of \$8,800 from the reserve fund for the support of the UOSA Faculty Evaluation Project.

<sup>4</sup>\$18,000 earmarked each year for three years, beginning 1980-81, for Intramural/ Recreation fields' development and maintenance, per Student Activity Fee Committee recommendation as approved by President Banowsky.

Additional Obligation: The Vice President for Administrative Affairs has requested \$50,000 as a one time allocation in 1981-82 for special federal matching funds to expand the campus transportation system. This will come from the Special Reserve (\$25,000) and from additional spring activity fee income, if available, or from other uncommitted reserve funds.

President Banowsky recommended approval of the distribution of the Student Activity Fee for 1981-92 as outlined above.

Regent Imel moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

## FUNDS FOR COLLEGE OF ENGINEERING RESEARCH AND INSTRUCTIONAL EQUIPMENT

The College of Engineering has requested the second \$100,000 installment of a three-year commitment to establish a Research and Instructional Equipment fund. The fund was established on a matching basis with grants and other external sources expected to provide a like amount. The equipment and instrumentation provided by this fund will improve significantly the quality of research and instruction in the College of Engineering.

President Banowsky recommended that \$100,000 be made available for 1981-82 from the University Associates' funds for the College of Engineering Research and Instructional Equipment fund.

Regent Engleman moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

## OKLAHOMA MEMORIAL UNION BUDGET FOR 1981-82

The proposed budget for the Oklahoma Memorial Union for 1981-82 had been distributed to each Regent prior to this meeting and was discussed at the Committee Meeting on Wednesday. The lease for the Union Building provides that the Board of Regents must approve the Union operating budget each year.

President Banowsky recommended approval of the Oklahoma Memorial Union budget for 1981-82 as presented.

Regent Imel moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

## PURCHASE OF GASOLINE AND GASOHOL

Bids were recently circulated for a combined purchase of an estimated 54,000 gallons of regular gasoline and unleaded gasohol for the University Motor Pool. This purchase will cover the period of July 1, 1981 through September 30, 1981.

The cost of this purchase will be charged to Auxiliary Services Motor Pool Account 147-302.

Bids were received as follows:

Mangum Oil & Gas Company

Mangum

|                                       |                  |
|---------------------------------------|------------------|
| 33,000 gal. regular gasoline @ 1.0258 | \$33,851.40      |
| 21,000 gal. unleaded gasohol @ 1.17   | <u>24,570.00</u> |
|                                       | \$58,421.40      |

June 18, 1981

16516

Paul Penley Oil Company  
Oklahoma City

|                                      |                  |
|--------------------------------------|------------------|
| 33,000 gal. regular gasoline @ 1.069 | \$35,277.00      |
| 21,000 gal. unleaded gasohol @ 1.199 | <u>25,179.00</u> |
|                                      | \$60,456.00      |

L. D. Rhodes Oil Company  
Oklahoma City

|                                       |                  |
|---------------------------------------|------------------|
| 33,000 gal. regular gasoline @ 1.1148 | \$36,788.40      |
| 21,000 gal. unleaded gasohol @ 1.1548 | <u>24,250.80</u> |
|                                       | \$61,039.20      |

The low bid is acceptable to the Motor Pool.

President Banowsky recommended that the Board of Regents approve the award of a purchase order in the amount of \$58,421.40 to Mangum Oil Company for the purchase of 33,000 gallons of regular gasoline and 21,000 gallons of unleaded gasohol.

Regent Rothbaum moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

#### PURCHASE OF KODAK COPIER-DUPLICATOR

The Vice Provost for Research Administration has requested the purchase of the Kodak copier-duplicator which is presently being rented under a State Contract pricing plan.

The purchase will be charged to account 127-446.

|                      |                 |
|----------------------|-----------------|
| Purchase Price       | \$47,500.00     |
| Less Rental Credits  | <u>7,200.00</u> |
| Total Purchase Price | \$40,300.00     |

It has been determined that the copier will meet the needs of the department for the next five to seven years. The purchase of the copier will result in a savings of \$29,500.00 over a five-year period versus a continuing rental program.

President Banowsky recommended that the Board of Regents approve the award of a purchase order to Eastman Kodak Company in the amount of \$40,300.00 for the purchase of the Kodak copier-duplicator.

Regent Engleman moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

## PURCHASE OF DRILLING RIG

Bids were recently circulated for the purchase of a truck mounted earth auger/drill rig and associated tooling equipment for the Oklahoma Geological Survey. Two separate bids were circulated. One bid is for the purchase of a truck; the second bid is for the construction, assembly and mounting of the rig onto the truck.

This purchase will allow the University to conduct energy, mineral, and ground water investigations in various parts of the State. The rig will be capable of recovering cores and samples of rocks and mineral deposits from depths as great as 1,500 feet below the surface.

Current University programs that will be supported by use of the rig include testing for tar sands, heavy oils, coal, gypsum, salt, limestone, sand and gravel, and ground-water resources.

Operation of the rig will be the responsibility of the Oklahoma Geological Survey.

The funding for this purchase is pending approval by the University Foundation.

Three bids for the truck were received as follows:

|  |             |
|--|-------------|
| Henderson Chevrolet, Inc.<br>Midwest City        | \$12,650.00 |
| International Harvester Company<br>Oklahoma City | \$13,344.00 |
| Ferguson Pontiac-GMC, Inc.<br>Norman             | \$15,597.00 |

Two bids for construction, assembly, and mounting of the rig were received as follows:

|   |             |
|---|-------------|
| ASCOR, Inc.<br>St. Louis, Missouri                  | \$67,151.00 |
| Acker Drill Company, Inc.<br>Scranton, Pennsylvania | \$69,904.00 |

The low bid of \$12,650.00 for the truck and \$67,151.00 for the rig and associated tooling equipment are acceptable to the Director of the Oklahoma Geological Survey.

President Banowsky recommended that the Board of Regents approve the award of a purchase order to Henderson Chevrolet, Inc. in the amount of \$12,650.00 for the purchase of a 1981 Chevrolet series SRA truck, and a purchase



order to ASCOR, Inc. in the amount of \$67,151.00 for the construction, assembly, mounting, and associated tooling equipment for an earth auger/drill rig for a combined total purchase of \$79,801.00, pending approval of the funding.

Regent McCurdy moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

#### FOOTBALL TEAM AIR TRANSPORTATION

An agreement has been negotiated with Braniff International which covers the air transportation to and from Manhattan, Kansas and to and from Columbia, Missouri for the football team. The contract totals \$49,837.39.

An agreement also has been negotiated with United Airlines to provide the air transportation for the football team to Los Angeles for the game with the University of Southern California in September. The total contract for this charter is \$42,510.98.

President Banowsky recommended approval of entering into the two agreements covering air transportation for the football team for the Missouri, USC, and Kansas State games as explained above.

Regent Rothbaum moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

#### MAINTENANCE AGREEMENT - BUILDING AUTOMATION SYSTEM

Negotiations with Johnson Controls, Inc. have been completed for a programmed maintenance agreement for the University JC-80/35 Building Automation System. The agreement will include all scheduled maintenance visits, labor, material and record keeping for all CRT's, Central Processing Unit (CPU), Field Processing Unit (FPU), Printers and control points in 30 buildings for the period July 1, 1981 through June 30, 1982.

Johnson Controls, Inc. total bid price is \$45,480.00.

This purchase will be charged to Physical Plant Utility Account 147-202.

The bid has been reviewed and evaluated by the Physical Plant Director and is acceptable to him.

A previous bid had been circulated to R&B Equipment Company and Honeywell, Inc. in addition to Johnson Controls, Inc. Only Johnson Controls responded. There appears to be no interest by other companies in maintaining Johnson Controls equipment.

June 18, 1981

16519

President Banowsky recommended that the Board of Regents approve the award of a purchase order to Johnson Controls, Inc. in the amount of \$45,480.00 for a programmed maintenance agreement for the University JC-80/35 Building Automation System for the period July 1, 1981 through June 30, 1982.

Regent McCurdy moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

#### PROPOSAL, CONTRACT, AND GRANT REPORT

A summary of the proposals for contracts and grants for the Norman Campus for May, 1981 was included in the agenda for this meeting. A list of all contracts executed during the same period of time on proposals previously reported was also included.

President Banowsky recommended that the President of the University or the President's designees be authorized to execute contracts on the pending proposals as negotiations are completed. It is understood that contract budgets may differ from the proposed amounts depending on these negotiations.

Regent Imel moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

#### MAX WESTHEIMER FIELD GROUND LEASE

The University has received a request from T-Hangar 5, Inc. for a lease of land on the North Campus for the purpose of constructing and maintaining a multi-unit T-hangar. This company was formed by a group of local residents for the sole purpose of providing improved hangar facilities for their use and will not engage in any commercial endeavor.

The area to be leased is approximately 2½ acres and is located to the south of the terminal building and the south ramp. This area, like much of the North Campus, is without utility service and necessary access to the street system. It is currently non-revenue producing broken asphalt/open grass land and will not be needed for other purposes during the term of the lease. The development is in keeping with plans currently being finalized in the Airport Master Plan.

The North Campus auxiliary operation is not financially prepared to enter the long term development of these or like facilities. Other higher priorities in airport re-construction, asphaltic overlays, and drainage improvements should be met first.

On this basis a favorable land rental rate has been negotiated with the proposed lessee in consideration of their installing sufficient utilities to serve the entire new T-hangar and development area to be identified in the new Airport Master Plan. Additionally they will construct a high quality service road to link this area with the existing street system of the North Campus. The favorable lease rate, defined by a fifty percent offset against development costs, will continue until development costs are recovered or the lease ends.

Upon approval by the Regents, University Legal Counsel is prepared to draw a ground lease for the premises which will include the following key provisions:

1. Lessee will be authorized to construct and maintain a set of multi-unit T-hangars for its own use and will be restricted from their use for commercial aeronautical activities and endeavors. Such construction will include the associated apron, automobile parking area, and connecting taxiway.
2. Lessee will remit annual payments equal to but in lieu of ad valorem taxes to the University. The University will make division of these payments based upon the services provided by the University which would normally be provided by the taxing authority and remit the balance to the County.
3. Lessee will pay all development costs such as utility installation to service the entire development area and the construction of a high quality service road to the site.
4. Lessee will pay typical land rental rates less an offset credit of fifty percent against development costs. Escalation of rent will be based upon changes in the Cost of Living Index but will not exceed an increase of fifty percent over the previous period and will in no case be less than the rate paid in the previous period. The lease term will be 30 years if all options are exercised.

5. Lessee will pay the following rental rates:

|              |          |             |                       |
|--------------|----------|-------------|-----------------------|
| Initial      | 10 years | \$1500/acre | (less offset)         |
| First Option | 5 "      | 2250/ "     | (maximum less offset) |
| Second "     | 5 "      | 3375/ "     | ( " " " )             |
| Third "      | 5 "      | 5063/ "     | ( " " " )             |
| Fourth "     | 5 "      | 7595/ "     | ( " " " )             |

6. Lessee will agree that if any T-hangar unit is vacant for whatever reason, that it will request that the University obtain a tenant from the existing waiting list in accordance with existing University policy governing T-hangar rentals. Lessee

will, upon occupancy by such a tenant, pay monthly to the University an amount equal to ten percent of the rental value. This provision will not prohibit Lessee from obtaining another member but will prevent commercial operation to the detriment of the University's operation. This provision will not obligate the University to provide a tenant in the event a waiting list for T-hangar rental does not exist.

The lease of this tract can, through its revenue production and the pattern it sets for further development of adjacent tracts for aviation related uses, contribute to the future of the airport in the fulfillment of its public service mission. As with other North Campus development, this long term development can, as airport needs are met, contribute substantially to the academic mission of the University of Oklahoma.

President Banowsky recommended that the Regents authorize the execution of a ground lease with T-Hangar 5, Inc. and the execution of any necessary separate agreements with the Federal Aviation Administration to ensure the life of the agreement.

Regent Little moved approval of President Banowsky's recommendation with the understanding a clause indicating the Regents are not waiving any condemnation rights will be inserted in the lease. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

#### COUCH TOWER RENOVATION - ARCHITECTURAL SELECTION

Interviews were conducted on June 15 to consider the qualifications of five architectural firms that had indicated an interest in providing the professional architectural services required for the Couch Tower Renovation Project. These interviews and the preliminary review process were conducted in accord with the provisions of the State law and policies of the Board of Regents. The following qualifications of each firm were considered:

1. Professional reputation
2. Experience with this type of project
3. Available professional staff
4. Scope of services offered
5. Amount of work in progress
6. Financial standing and stability
7. Size of firm
8. Amount of State work completed
9. Location of firm

The following summary of basic information on the architectural firms that indicated an interest in this project was presented:

June 18, 1981

16522

| <u>FIRM</u>  | Total Employees | Registered Architects | Registered Engineers | Project Type Preference | Number of Previous Similar Projects | Amount of State Work | Percentage of State Work |
|--|-----------------|-----------------------|----------------------|-------------------------|-------------------------------------|----------------------|--------------------------|
| 1. Associated Engineers, Inc.<br>Norman, Oklahoma              | 292             | 6                     | 29                   | 7                       | 1                                   | 0                    | 0                        |
| 2. Binnicker Associates, Inc.<br>Oklahoma City, Oklahoma       | 14              | 3                     | 2                    | 1                       | 1                                   | 353,527              | 17.7                     |
| 3. Booker Associates, Inc.<br>St. Louis, Missouri              | 250             | 7                     | 37                   | 1                       | 1                                   | 0                    | 0                        |
| 4. Jay W. Boynton<br>Norman, Oklahoma                          | 5               | 2                     | 0                    | -                       | 1                                   | 0                    | 0                        |
| 5. Cobb-Gulley and Associates<br>Oklahoma City, Oklahoma       | 13              | 2                     | 3                    | 1                       | 0                                   | 47,012               | 2.3                      |
| 6. Design Professional Associates<br>McAlester, Oklahoma       | 3               | 1                     | 0                    | 2                       | 3                                   | 18,393               | 0.9                      |
| 7. Ellerbe Associates, Inc.<br>Bloomington, Minnesota          | 686             | 6                     | 6                    | 1                       | 0                                   | 0                    | 0                        |
| 8. Gary Emmett and Associates<br>Ft. Smith, Arkansas           | 3               | 1                     | 0                    | 7                       | 0                                   | 0                    | 0                        |
| 9. Fell-Brusso-Burton and Knowles, Inc.<br>Tulsa, Oklahoma     | 11              | 2                     | 2                    | 1                       | 1                                   | 382,000              | 19.2                     |
| 10. Glover-Smith-Nixon-Bode, Inc.<br>Oklahoma City, Oklahoma   | 14              | 4                     | 1                    | 1                       | 0                                   | 0                    | 0                        |
| 11. Stan W. Gralla and Associates<br>Oklahoma City, Oklahoma   | 8               | 2                     | 0                    | 1                       | 1                                   | 44,800               | 2.2                      |
| 12. Ben Graves and Associates<br>Norman, Oklahoma              | 8               | 3                     | 0                    | 1                       | 0                                   | 35,375               | 1.8                      |
| 13. Harold A. Hite, Architect<br>Oklahoma City, Oklahoma       | 3               | 1                     | 0                    | -                       | 1                                   | 0                    | 0                        |
| 14. Ted Horton<br>Lawton, Oklahoma                             | 7               | 1                     | 0                    | -                       | 3                                   | 4,412                | 0.2                      |
| 15. Locke-Wright-Foster, Inc.<br>Oklahoma City, Oklahoma       | 17              | 6                     | 0                    | 1                       | 1                                   | 214,937              | 10.8                     |
| 16. MNT, Architects/Engineers<br>Edmond, Oklahoma              | 12              | 5                     | 0                    | 4                       | 0                                   | 0                    | 0                        |
| 17. Gary McElhaney, Architect<br>Norman, Oklahoma              | 5               | 1                     | 0                    | 10                      | 0                                   | 0                    | 0                        |
| 18. Michael Mahaffey and Associates<br>Oklahoma City, Oklahoma | 5               | 2                     | 0                    | 3                       | 1                                   | 26,713               | 1.3                      |

| <u>FIRM</u>  | Total Employees | Registered Architects | Registered Engineers | Project Type Preference | Number of Previous Similar Projects | Amount of State Work | Percentage of State Work |
|--|-----------------|-----------------------|----------------------|-------------------------|-------------------------------------|----------------------|--------------------------|
| 19. Miner-Gerardy, Inc.<br>Oklahoma City, Oklahoma                   | 5               | 2                     | 0                    | 1                       | 0                                   | 12,715               | 0.6                      |
| 20. Nicek-Childers-Sherman and Associates<br>Oklahoma City, Oklahoma | 12              | 2                     | 0                    | 1                       | 1                                   | 116,218              | 5.8                      |
| 21. Olsen-Coffey<br>Tulsa, Oklahoma                                  | 8               | 2                     | 0                    | 1                       | 0                                   | 5,750                | 0.3                      |
| 22. Pojezny and Fearnow, Architects<br>Oklahoma City, Oklahoma       | 3               | 2                     | 0                    | 6                       | 0                                   | 7,320                | 0.4                      |
| 23. Quinn and Associates<br>Midwest City, Oklahoma                   | 12              | 2                     | 1                    | 1                       | 0                                   | 511,708              | 25.5                     |
| 24. Joe L. Robinson and Associates<br>Tulsa, Oklahoma                | 4               | 1                     | 0                    | 9                       | 1                                   | 0                    | 0                        |
| 25. Tredway Associates<br>Oklahoma City, Oklahoma                    | 3               | 1                     | 0                    | 6                       | 1                                   | 0                    | 0                        |
| 26. Turnbull and Mills, Inc.<br>Oklahoma City, Oklahoma              | 10              | 3                     | 0                    | 1                       | 3                                   | 168,506              | 8.4                      |
| 27. Weaver/Smith/Architects<br>Norman, Oklahoma                      | 7               | 2                     | 0                    | 6                       | 0                                   | 1,850                | 0.1                      |
| 28. Wozencraft-Mowery and Associates<br>Tulsa, Oklahoma              | 6               | 4                     | 1                    | 1                       | 0                                   | 50,822               | 2.5                      |

The following summary of the preliminary review of the qualifications of the architectural firms was also presented:

| <u>FIRM</u>                               | Out of State Location | High Percentage of Work | Low Stated Priority for Type of Work | Small Professional Staff | Current OU Design Contract | Limited Experience | Selected for Interview |
|---|-----------------------|-------------------------|--------------------------------------|--------------------------|----------------------------|--------------------|------------------------|
| 1. Associated Engineers, Inc.             |                       |                         | X                                    |                          | X                          |                    |                        |
| 2. Binnicker-Associates, Inc.             |                       | X                       |                                      |                          |                            |                    |                        |
| 3. Booker Associates, Inc.                | X                     |                         |                                      |                          |                            |                    |                        |
| 4. Jay W. Boynton                         |                       |                         | X                                    |                          |                            |                    |                        |
| 5. Cobb-Gulley and Associates             |                       |                         |                                      |                          |                            | X                  | X                      |
| 6. Design Professional Associates         |                       |                         |                                      | X                        |                            |                    |                        |
| 7. Ellerbe Associates, Inc.               | X                     |                         |                                      |                          |                            | X                  |                        |
| 8. Gary Emmett and Associates             | X                     |                         | X                                    | X                        |                            | X                  |                        |
| 9. Fell-Brusso-Burton and Knowles, Inc.   |                       | X                       |                                      |                          |                            |                    |                        |
| 10. Glover-Smith-Nixon-Bode, Inc.         |                       |                         |                                      |                          |                            | X                  | X                      |
| 11. Stan W. Gralla and Associates         |                       |                         |                                      |                          |                            |                    | X                      |
| 12. Ben Graves and Associates             |                       |                         |                                      |                          |                            | X                  | X                      |
| 13. Harold A. Hite, Architect             |                       |                         | X                                    | X                        |                            |                    |                        |
| 14. Ted Horton                            |                       |                         | X                                    | X                        |                            |                    |                        |
| 15. Locke-Wright-Foster, Inc.             |                       | X                       |                                      |                          | X                          |                    |                        |
| 16. MNT, Architects/Engineers             |                       |                         | X                                    |                          |                            | X                  |                        |
| 17. Gary McElhaney, Architect             |                       |                         | X                                    | X                        |                            | X                  |                        |
| 18. Michael Mahaffey and Associates       |                       |                         | X                                    |                          |                            |                    |                        |
| 19. Miner-Gerardy, Inc.                   |                       |                         |                                      |                          |                            | X                  | X                      |
| 20. Nicek-Childers-Sherman and Associates |                       | X                       |                                      |                          |                            |                    |                        |
| 21. Olsen-Coffey                          |                       |                         |                                      |                          |                            | X                  |                        |
| 22. Pojezny and Fearnow, Architects       |                       |                         | X                                    |                          |                            | X                  |                        |
| 23. Quinn and Associates                  |                       | X                       |                                      |                          |                            | X                  |                        |
| 24. Joe L. Robinson and Associates        |                       |                         | X                                    | X                        |                            |                    |                        |
| 25. Tredway Associates                    |                       |                         | X                                    | X                        |                            |                    |                        |
| 26. Turnbull and Mills, Inc.              |                       | X                       |                                      |                          | X                          |                    |                        |
| 27. Weaver/Smith/Architects               |                       |                         | X                                    |                          |                            | X                  |                        |
| 28. Wozencraft-Mowery and Associates      |                       | X                       |                                      |                          |                            | X                  |                        |

The firms selected for detailed evaluation and interview were:

Cobb-Gulley and Associates, Oklahoma City  
 Glover-Smith-Nixon-Bode, Inc., Oklahoma City  
 Stan W. Gralla and Associates, Oklahoma City  
 Ben Graves and Associates, Norman  
 Miner-Gerardy, Inc., Oklahoma City

Members of the staff Interview Committee were:

James H. Martin, Assistant Director, Auxiliary Services, and  
Facilities Manager, Oklahoma Center for Continuing Education  
Jerry C. Osterhaus, Energy Conservation Engineer, Physical Plant  
Leon M. Yanda, Associate Director, Architectural and Engineering  
Services  
Siddiq A. Karim, Staff Architect, Architectural and Engineering  
Services

The Interview Committee, using information from the consultants, the files of the State Board of Public Affairs, and other sources, and after the interviews rated the firms in the following way:

|                          | <u>Cobb-<br/>Gulley and<br/>Associates</u> | <u>Glover,<br/>Smith,<br/>Nixon,<br/>Bode</u> | <u>Stan<br/>Gralla<br/>Associates</u> | <u>Ben<br/>Graves &amp;<br/>Associates</u> | <u>Miner-<br/>Gerardy,<br/>Inc.</u> |
|--------------------------|--|---|---------------------------------------|--|-------------------------------------|
| Acceptability of Design  | 27   | 32  | 29                                    | 33   | 21                                  |
| Quality of Engineering   | 27   | 24  | 22                                    | 31   | 19                                  |
| Adherence to Cost Limits | 21   | 26  | 31                                    | 31   | 24                                  |
| Adherence to Time Limits | 25   | 30  | 28                                    | 27   | 20                                  |
| Volume of Changes        | 26   | 30  | 29                                    | 29   | 25                                  |
| Financial Stability      | <u>28</u>                                  | <u>27</u>                                     | <u>27</u>                             | <u>28</u>                                  | <u>25</u>                           |
|                          | 154  | 169   | 166                                   | 179  | 134                                 |

A summary of the proposed fees and information on prior State and University work for the last five years was presented as follows:

|  | <u>Cobb-<br/>Gulley and<br/>Associates</u> | <u>Glover,<br/>Smith,<br/>Nixon,<br/>Bode</u> | <u>Stan<br/>Gralla<br/>Associates</u> | <u>Ben<br/>Graves &amp;<br/>Associates</u> | <u>Miner-<br/>Gerardy,<br/>Inc.</u> |
|--|--|---|---------------------------------------|--|-------------------------------------|
| Proposed Percent Fee                       | 5.95                                       | 6.95  | 6.50                                  | 6.00                                       | 6.00                                |
| Percent State Work                         | 2.30                                       | 0   | 2.20                                  | 1.80                                       | .60                                 |
| Dollar Value of<br>State Work              | \$47,012                                   | 0   | \$44,800                              | \$35,735                                   | \$12,715                            |
| University Projects in<br>the Last 5 Years | 0  | 0   | 0                                     | 0  | 0                                   |

Regent Little said this information on the architectural firms, along with a recommendation that the scope of the project be enlarged, was discussed in detail at the Committee Meeting yesterday. Regent Little moved as follows:

1. That the scope of the Couch Tower Renovation Project be enlarged from \$400,000 to approximately \$700,000 to permit the inclusion of life safety, fire, and other code compliance items.



2. That Ben Graves and Associates be determined to be significantly better qualified to provide the needed professional services than other firms interviewed with less State work based on a consideration of all factors, including professional qualifications and fee, and be selected as architects for the project at a fee of 6%.

The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

#### JEFFERSON HOUSE RENOVATION

Four bids for the renovation of Jefferson House were received on May 7, 1981. All of the bids were substantially greater than the budget for the work. Therefore, it was necessary to modify the plans and to rebid the project.

The plans and specifications were modified and the project was readvertised for bids. Five bids were received and opened on June 4, 1981. The bid presented by J. Edwin Thomas was not complete in that required affidavits were not included. Therefore, this bid was not read. The low bid was presented by Barbour and Short, Inc. A tabulation of all the bids is attached.

Based on a complete review of the project requirements and the bids, it is recommended that the base bid of \$611,841 and the proposed sales tax savings of \$6,400 presented by Barbour and Short, Inc. be accepted. The net amount of the bid is \$605,441.

In addition, it is recommended that the budget for the project be increased from \$700,000 to \$803,000 to provide funds for a contingency allowance and to permit the following additional items of work to be included:

|  |                 |
|--|-----------------|
| Alternate A, Built-in Desks                  | \$29,858        |
| Alternate B, Bookshelves and<br>Study Lights | 31,354          |
| Alternate G, Bed Frames                      | 12,320          |
| Alternate H, Roofing                         | 9,319           |
| Alternate J, Window Blinds                   | 2,867           |
| Alternate K, New Valves                      | 3,113           |
|  | <u>\$88,831</u> |
| Less sales tax savings                       | <u>- 444</u>    |
|  | \$88,387        |

Thus, the proposed contract amount is \$693,828.

June 18, 1981

16527

President Banowsky recommended that the Board of Regents (1) authorize an increase in the project budget from \$700,000 to \$803,000, (2) accept the low bid, and (3) award a contract for the renovation of Jefferson House to Barbour and Short, Inc. in the total amount of \$693,828.

Regent Engleman moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

#### SAM VIERSEN GYMNASTICS CENTER

Mr. Sam Viersen, Jr., and Mr. Sam Viersen, Sr., both of Okmulgee, made the major contribution for the construction of the new gymnastics practice facility at The University of Oklahoma. The Viersens are long-time supporters of both the academic and athletic programs at the University. Sam Viersen, Jr., has been a Trustee of The University of Oklahoma Foundation, Inc., for many years. In recognition of the Viersens' long-time record of private support and the recent major gift to the facility, the University proposes to name the new building the Sam Viersen Gymnastics Center.

President Banowsky recommended approval of naming the new gymnastics facility the Sam Viersen Gymnastics Center.

Regent White moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

#### THE HUSTON HUFFMAN CENTER

A final inspection of the Huston Huffman Center was held on May 29, 1981 by representatives of Harmon Construction Company, Inc., the general contractor; Benham-Blair and Affiliates, Inc., the project architects and engineers; and the University. The contract amount is \$5,878,588. A punch list of all remaining minor items of work was prepared and sent to the contractor. Work is now underway on these items.

The project involved the construction of a joint physical education facility and student recreation facility. The physical education element of the total project contains approximately 38,830 net square feet of assignable space that is allocated to the programs and activities of the Department of Health, Physical Education, and Recreation. The student recreation part of the project contains approximately 34,400 net square feet of assignable space that is allocated to basketball courts, a squash court, eleven handball and racquetball courts, a weight room, locker rooms, showers and toilets, and spaces for body mechanics, adaptive dance, fencing, wrestling, judo, karate, and other games and sports. Part of the center is designed for joint use by both of the departments. The combined net assignable area for the total project is approximately 73,000 square feet.

JEFFERSON HOUSE RENOVATION

|                          | Barbour & Short | The Constructors | Norman General | Wynn Construction |
|--------------------------|-----------------|------------------|----------------|-------------------|
| Base Bid                 | +\$611,841      | +\$617,880       | +\$627,920     | +\$649,800        |
| Alternate "A"            | + 29,858        | + 33,900         | + 28,520       | + 36,650          |
| Alternate "B"            | + 31,354        | + 36,710         | + 30,355       | + 32,200          |
| Alternate "C"            | + 9,755         | + 9,460          | + 9,970        | + 10,300          |
| Alternate "D"            | + 5,670         | + 5,900          | + 5,305        | + 8,500           |
| Alternate "E"            | + 6,408         | + 4,975          | + 5,150        | + 4,850           |
| Alternate "F"            | + 6,973         | + 7,070          | + 7,420        | + 7,100           |
| Alternate "G"            | + 12,320        | + 12,440         | + 10,980       | + 18,800          |
| Alternate "H"            | + 9,319         | + 8,410          | + 8,500        | + 8,500           |
| Alternate "J"            | + 2,867         | + 3,130          | + 2,970        | + 2,960           |
| Alternate "K"            | + 3,113         | + 3,300          | + 3,140        | + 3,170           |
| Alternate "L"            | + 958           | + 1,770          | + 1,980        | + 2,630           |
| Sales Tax Savings        | - (6,400.00)    | - (5,700.00)     | - (6,000.00)   | - (6,400.00)      |
| Sales Tax Credit/\$1,000 | - (5.00)        | - (7.00)         | - (15.00)      | - (8.00)          |
|                          |                 |                  |                |                   |
|                          |                 |                  |                |                   |

Landscaping for the project is being completed. A 257 space parking lot is under contract and will be constructed during the summer. Additional exterior work, lighting, and landscaping will be completed at the conclusion of the construction of the parking lot.

President Banowsky recommended that the Board of Regents accept the Huston Huffman Center as completed and that final payments be made to Harmon Construction Company, Inc., the general contractor, and to Johnson Controls, Inc., the controls contractor, upon completion of all remaining punch list items.

Regent Imel moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

#### REROOFING OF FOUR MAIN CAMPUS BUILDINGS

Four main campus academic and service buildings were in need of immediate reroofing. A contract was awarded to Standard Home and Industry, Incorporated, to reroof all of Adams Hall and to redo the tile work on Jacobson Hall. Foam reroofing of South Campus Building 158 being used by OCCE and South Campus Building 134 being used by OPTO, as well as the foam roofing portions on Jacobson Hall, were to be performed by the University Physical Plant.

The \$77,990 reroofing work contracted by Standard Home and Industry, Incorporated, has been completed. The work has been inspected by staff of Architectural and Engineering Services and Physical Plant. All punch list items have been completed. Physical Plant has completed the reroofing of South Campus Building 134 and is scheduled to complete the remaining portions of their roofing work within the next few weeks.

President Banowsky recommended that the Board of Regents accept the roofing work done by Standard Home and Industry, Incorporated, as complete and that final payments be made to them.

Regent Imel moved approval of the recommendation. The following voted yes on the motion: Regents Replogle, Engleman, White, Little, Rothbaum, McCurdy, and Imel. The Chair declared the motion unanimously approved.

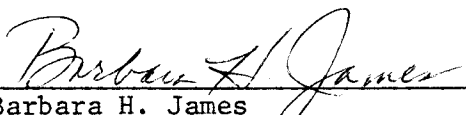
#### REPORT ON MAJOR CAPITAL IMPROVEMENT PROJECTS

As shown on the following pages, a report was presented to the Regents on major capital improvement projects now under construction and in various stages of planning on the Norman Campus. No action was required.

June 18, 1981

16529

There being no further business, the meeting was adjourned at 9:45 a.m.

  
\_\_\_\_\_  
Barbara H. James  
Executive Secretary of the Board of Regents

## MAJOR CAPITAL IMPROVEMENTS PROGRAM

## PROJECTS UNDER CONSTRUCTION

PROGRESS REPORT - JUNE, 1981

| Project   | Architects<br>and<br>Engineers             | Contractors                          | Contract<br>Award<br>Date | Original<br>Adjusted<br>Comple-<br>tion Date | Original<br>Current<br>Contract<br>Amount | Status<br>Percent<br>Complete | Source of Funds   |
|---|--|--------------------------------------|---------------------------|--|---|-------------------------------|---|
| Huston Huffman Center,<br>Controls  | Benham Blair & Affiliates<br>Inc.          | Johnson Controls, Inc.               | 11/08/79                  | 05/26/81                                     | \$ 39,253                                 | 100%                          | Private Funds,<br>Bond Funds &<br>State Building<br>Bond Funds. |
| Huston Huffman Center   | Benham Blair & Affiliates<br>Inc.          | Harmon Construction<br>Company, Inc. | 11/26/79                  | 05/26/81                                     | <u>\$5,730,000</u><br>\$5,878,588         | 100%                          | Private Funds,<br>Bond Funds &<br>State Building<br>Bond Funds. |
| Huston Huffman Center,<br>Parking   | Noftsgar, Lawrence, Lawrence,<br>& Flesher | Burns Paving Company,<br>Inc.        | 05/14/81                  | ---  | \$ 223,045                                | 0%                            | Private Funds,<br>Bond Funds &<br>State Building<br>Bond Funds. |
| Bizzell Library<br>Expansion,<br>Phase IIA                                      | Hellmuth, Obata & Kassabaum,<br>Inc.       | Harmon Construction<br>Company, Inc. | 07/31/80                  | <u>03/21/81</u><br>06/27/81                  | <u>\$2,789,800</u><br>\$2,735,898         | 80%                           | State Building<br>Bond Funds,<br>Private Funds.                 |
| Bizzell Library<br>Expansion,<br>Phase IIB                                      | Hellmuth, Obata & Kassabaum,<br>Inc.       | Harmon Construction<br>Company, Inc. | 02/12/81                  | 01/15/82                                     | \$ 3,631,490                              | 16%                           | State Building<br>Bond Funds,<br>Private Funds.                 |
| Bizzell Library<br>Expansion,<br>Library Stacks                                 | Hellmuth, Obata & Kassabaum,<br>Inc.       | Andrew Wilson Company                | 05/14/81                  | 01/15/82                                     | \$ 279,118                                | 0%                            | State Building<br>Bond Funds,<br>Private Funds.                 |
| L. Dale Mitchell<br>Baseball Park<br>Phase II                                   | RGDC, Inc.                                 | Wynn Construction<br>Company, Inc.   | 11/31/80                  | 08/10/81                                     | <u>\$ 609,455</u><br>\$ 703,430           | 88%                           | Private Funds<br>and Athletic<br>Department.                    |
| Campus Street and<br>Parking Area Repair<br>and Construction,<br>Street Repairs | Architectural and Engineering<br>Services  | Physical Plant                       | ---                       | 05/30/81                                     | \$ 66,000                                 | 95%                           | Section 13/New<br>College Funds.                                |
| Reroofing of Four<br>Main Campus<br>Buildings, Group 2                          | Architectural and Engineering<br>Services  | Standard Home & Industry,<br>Inc.    | 09/12/80                  | <u>01/12/81</u><br>03/20/81                  | \$ 77,990                                 | 100%                          | Section 13/New<br>College Funds.                                |
| Gymnastics Indoor<br>Practice Facility  | Kaighn Associates,<br>Architects, Inc.     | G & V Enterprises, Inc.              | 02/12/81                  | 11/10/81                                     | \$ 683,364                                | 3%                            | Private Funds<br>and Athletic<br>Department.                    |
| Nuclear Engineering<br>Laboratory Renovation                                    | Architectural and Engineering<br>Services  | Physical Plant                       | ---                       | 06/30/81                                     | \$ 230,000                                | 70%                           | Section 13/New<br>College Funds.                                |
| Fred Jones Art<br>Center Building<br>Mechanical Improve-<br>ments               | MESA Engineering<br>Corporation            | Wynn Construction<br>Company, Inc.   | 04/16/81                  | 08/16/81                                     | \$ 107,800                                | 5%                            | Section 13/New<br>College Funds                                 |

## MAJOR CAPITAL IMPROVEMENTS PROGRAM

## PROJECTS UNDER CONSTRUCTION

PROGRESS REPORT - JUNE, 1981

| Project  | Architects<br>and<br>Engineers            | Contractors                          | Contract<br>Award<br>Date | Original<br>Adjusted<br>Comple-<br>tion Date | Original<br>Current<br>Contract<br>Amount | Status<br>Percent<br>Complete | Source of Funds   |
|--|---|--------------------------------------|---------------------------|--|---|-------------------------------|---|
| DeBarr Hall and<br>DeBarr Hall Annex<br>Renovation         | Turnbull and Mills, Inc.                  | Wynn Construction<br>Company, Inc.   | 05/14/81                  | ---  | \$ 810,400                                | 0%                            | State Building<br>Bond Funds,<br>Section 13/New<br>College Funds. |
| DeBarr Hall and<br>DeBarr Hall Annex<br>Fixed Equipment    | Turnbull and Mills, Inc.                  | Best Architectural<br>Products, Inc. | 05/14/81                  | ---  | \$ 93,090                                 | 0%                            | State Building<br>Bond Funds,<br>Section 13/New<br>College Funds. |
| OCCE Forum Building,<br>Carpeting                          | Architectural and Engineering<br>Services | Bentley's                            | 05/14/81                  | ---  | \$ 81,496                                 | 0%                            | Section 13/New<br>College Funds,<br>OCCE Funds.                   |
| Engineering Laboratory<br>Felgar Hall Office<br>Renovation | Architectural and Engineering<br>Services | Physical Plant                       | ---                       | ---  | \$ 425,000                                | 10%                           | Section 13/New<br>College Funds.                                  |

## MAJOR CAPITAL IMPROVEMENTS PROGRAM

## PROJECTS IN VARIOUS STAGES OF PLANNING

PROGRESS REPORT - JUNE, 1981

| Project   | CMP<br>Priority<br>Number | Architects<br>or<br>Engineers                      | Contract<br>or<br>Letter | Estimated<br>Cost | Status  |
|---|---------------------------|--|--------------------------|-------------------|---|
| Science Hall Renovation                                     | M&R 28                    | Shaw Associates, Inc.                              | 01/22/76                 | \$ 886,201        | Schematic plans have been approved.<br>Project is inactive.   |
| Max Westheimer Taxiway<br>Reconstruction, Phase II          | ---                       | C.H. Guernsey & Company                            | 05/24/79                 | 558,315           | Master planning is nearing<br>completion.   |
| Bizzell Memorial Library<br>Expansion, Movable<br>Equipment | NC 1                      | Architectural and Engineering<br>Services          | ---                      | \$ 1,000,000      | Planning is underway. Initial<br>lists have been completed.   |
| L. Dale Mitchell<br>Baseball Park                           | ---                       | RGDC, Inc.   | 11/26/79                 | \$ 1,350,000      | Phase I is complete.<br>Phase II is under construction.<br>Phase III landscape plan has been<br>prepared. |
| Gould Hall, Total<br>Renovation                             | M&R 13A,<br>13B, &<br>13C | Loftis, Bell, & Downing<br>Architects and Planners | ---                      | \$ 3,000,000      | Preliminary studies are underway.   |
| Golf Course Improvement<br>Program                          | ---                       | Associated Engineers, Inc.                         | 12/10/80                 | \$ 1,000,000      | Initial study and report has been<br>completed.   |
| Energy Conservation Study                                   | ---                       | C.H. Guernsey & Company                            | ---                      | \$ 100,000        | Engineers have been selected.   |
| Energy Center Building                                      | NC 2                      | The Benham Group                                   | ---                      | \$29,767,500      | Architectural contracts are being<br>prepared.  |
| Jefferson House<br>Renovation                               | ---                       | Architectural Associates of<br>Meyer/Brown         | ---                      | \$ 700,000        | New bids will be received<br>June 4, 1981.  |
| Music Building  | ---                       | ---  | ---                      | \$11,000,000      | Selection of architects is underway.  |
| Chaucer Society Project,<br>Bizzell Library                 | ---                       | Architectural and Engineering<br>Services          | ---                      | \$ 70,000         | Preliminary design is underway.   |
| Couch Tower Renovation                                      | ---                       | Architectural and Engineering<br>Services          | ---                      | 400,000           | Selection of architects is<br>underway.   |