

OHIO UNIVERSITY
ATHENS, OHIO 45701

BOARD OF TRUSTEES

January 23, 1974

To: Senior Administrators, Mr. Graham, Archives (2 copies)
From: Robert E. Mahn, Secretary
Re: Minutes of November 19, 1973

At its meeting on January 21, the Board approved the minutes of the November 19, 1973 meeting as distributed prior to the meeting. The copy you have is, therefore, official.

If you wish, you may substitute the enclosed signature page in your copy of the minutes.


Robert E. Mahn, Secretary

REM ed
enc.

THE
FEDERAL BUREAU OF INVESTIGATION
UNITED STATES DEPARTMENT OF JUSTICE
WASHINGTON, D. C. 20535

MEMORANDUM FOR THE DIRECTOR

SUBJECT: [Illegible]

[Illegible text follows]

Very truly yours,
[Illegible Signature]

OHIO UNIVERSITY
ATHENS, OHIO 45701

BOARD OF TRUSTEES

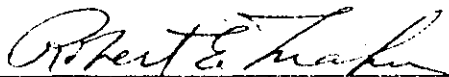
December 18, 1973

To: Those Listed Below*

From: Robert E. Mahn, Secretary, Board of Trustees

Subject: November 19, 1973 Minutes

Enclosed for your file is a copy of the minutes of the November 19, 1973 meeting. This draft, which has been approved by President Sowle and the senior administrators, will be presented for approval by the Board at the January 21, 1974 meeting. Notice of approval will be sent soon after that date. If approval is with changes, the changes will be sent for incorporation in your copy.



REM ed

* Chairman and Members of Board
Mr. Hodès
President Sowle
Mr. Mahn
Senior Administrators
Archivist
Resident Auditor

MINUTES OF THE MEETING OF
THE BOARD OF TRUSTEES OF OHIO UNIVERSITY

9:00 A.M., Monday, November 19, 1973
The Ohio University Inn
Athens, Ohio

The meeting was called to order by Chairman Morris.

I. Opening Prayer

Jeff Beams, senior and member, Fellowship of Christian Athletes, offered the opening prayer.

II. Roll Call

Roll call showed three members absent, namely Edwin L. Kennedy, C. Paul Stocker, and Mrs. J. Wallace Phillips. Mrs. Phillips had been present, however, for both sessions of the Board Seminar on "The Aims of Ohio University" and the Sunday evening meeting of the Educational Policies Committee, which considered the Professional Leave Policy and Leave Implementation proposals. Members present were Charles E. Holzer, Jr., Mrs. Dorothy Johns, Fred H. Johnson, William L. Kircher, Robert B. McAlister, and William R. Morris. This constituted a quorum. Also present were President Claude R. Sowle and Secretary of the Board Robert E. Mahn.

Wallace Hodes, President of the Ohio University Alumni Association, although unable to be present for the meeting, had attended both Seminar sessions and the Educational Policies Committee meeting on November 17-18. Vice President and Treasurer John F. Milar, Executive Vice President and Dean of Faculties Taylor Culbert, Vice President for Regional Higher Education Beaumont Davison, and Vice President for Administrative Services W. Charles Culp were present to present reports or business for Board consideration.

Chairman Morris announced that a roll call vote would be taken on all issues.

III. Action on Minutes of Meeting of September 10, 1973

No corrections were offered for the minutes which had been distributed previously. The Chairman declared them approved.

IV. Communications, Petitions and Memorials

The Secretary reported that nothing had been received for presentation under this category.

V. Report on Forensics Program

Professor Raymond C. Beaty, Director of the Intercollegiate Forensics Program, accompanied by student Daun Kendig, presented a report on the University's successful Intercollegiate Forensics program. Attainment of number one standing in the nation in 1973 was attributed in large part to the status of Forensics as an academic program. Financial contributions of alumni were cited as increasing participation of students and adding to the prospects of success.

In response to a question by Mr. Kircher, Professor Beaty stated that participants were drawn from all colleges and that 20 per cent were from the College of Education. Mr. Kircher suggested that participants who are now teachers-forensics coaches could be a source of great help in student recruitment efforts.

VI. Reports of President and Administrative Officers

A. Vice President for Administrative Services Culp

1. Report of Acceptance of Lindley Hall, Lasher Hall and Memorial Auditorium Capital Improvement Construction Bids

Dr. Holzer reported favorable action by the Budget, Finance and Physical Plant Committee to which authority for acceptance had been granted by the Board. Approval to proceed has been granted by the Regents. Controlling Board approval remains. Documents pertaining to this appear as Attachment 1.

VII. Reports of Board Committees and Officers

The Secretary reported that there were no reports under this category.

VIII. Unfinished Business

There was no unfinished business for Board consideration.

IX. New Business

A. Vice President and Treasurer Milar

1. Consideration of Acceptance of Financial Report for the Fiscal Year Ending June 30, 1973 (previously distributed)

Dr. Holzer stated that the Budget, Finance and Physical Plant Committee recommended acceptance of the Report and he so moved. Mrs. Johns seconded the motion. On roll call these votes were recorded: Holzer, Yes; Johns, Yes; Johnson, Yes; Kircher, Yes; McAlister, Yes; Morris, Yes. Approval was declared unanimous.

Resolution 1973-86

BE IT RESOLVED by the Board of Trustees of Ohio University that the Financial Report for the Fiscal Year Ending June 30, 1973, distributed by John F. Milar, Vice President and Treasurer, has been reviewed and is hereby accepted.

B. Executive Vice President and Dean of Faculties Culbert

1. Consideration of Professional Leave Policy

Dr. Culbert recounted the steps in the development of the Professional Leave Policy initiated by the Faculty Senate. He referred to the proposed resolution for adoption of the Professional Leave Policy and the Implementation Plan. He stated that the Policy statement gave directions for a quality program, and that the implementation statement indicated how the quality program would be developed. Only if the post-leave evaluation proved acceptable would a faculty member be eligible to accrue time for another leave. Leaves are far less automatic than under the former sabbatical plan. The substantial backlog of eligibles is of no concern. The merit requirement will take care of this, along with the requirement that staffing at an acceptable level will continue in a department while a faculty member is on leave.

In response to a question by Chairman Morris, the President stated that monitoring of the program would be rigorous, that it was a sound development from the old program. Enhancement of faculty quality, he stated, which would redound to the benefit of students in the classroom, was its purpose.

In response to a question by Dr. Holzer as to how a faculty member would be restored to grace if he flunked the post-leave evaluation, Dr. Culbert stated that it was not precluded that at some future time a request for reevaluation would be honored.

Mrs. Johns moved approval of the resolution. Mr. Johnson seconded the motion.

Mr. McAlister stated that, in response to his reaction to input to the Policy and Implementation Proposals from the various segments of the University, he wished to move the following amendment to III, 2, which would become subsection a under 2: "Pursuant to the policy established by the Board of Trustees, there shall be student representation on any such committee."

Mr. McAlister emphasized that the long-run purpose of his amendment was to accomplish what the Board wished in respect to student input, and that it would be a good check and balance. He stated that although he expected no second to his motion to amend, in the open manner in which the Board was operating, it was incumbent for a Board member to express his view.

Dr. Holzer seconded the motion, stating that he was doing this for the purpose of discussion. Chairman Morris invited Mrs. Johns, Chairman of the Educational Policies Committee, to comment.

Mrs. Johns stated that she had listened to all, and thought through the matter as carefully as possible. She expressed the feeling that we might be confusing the issue, that she did not feel because the Board was committed to student input it should permit students a decisive vote where not appropriate, and that in a judgment so close to a person's professional life, a lay judgment was not appropriate.

Mr. Johnson stated that Mrs. Johns had expressed his view. He emphasized that he was in favor of students having a voice where appropriate, and of having faculty available for instruction.

Mr. Kircher stated that he was more persuaded by Mrs. Johns' view than Mr. McAlister's. He, too, emphasized the Board's commitment to listening to the voice of students. How, he asked, do you build a mechanism for hearing that voice? The Board, he stated, would have to build in the mechanics to hear from appropriate constituencies, which would have to include a mechanism for regularly receiving organized student input.

Chairman Morris stated that following disposal of the amendment he would appoint a committee to maximize student input.

Dr. Holzer, who had seconded Mr. McAlister's motion, stated that, as he felt other members were, he was enthusiastically supportive of the spirit of the motion, but disliked mandating inclusion of students on committees in this instance.

Chairman Morris expressed appreciation to the Educational Policies Committee and all others who had participated in the preparation and the presentation of the Proposal.

The result of the roll call vote on the proposed amendment was as follows: Holzer, No; Johns, No; Johnson, No; Kircher, No; McAlister, Yes; Morris, No. The motion to amend was declared defeated.

The vote to approve the Professional Leave Policy and the Implementation Plan was as follows: Holzer, Yes; Johns, Yes; Johnson, Yes; Kircher, Yes; McAlister, Yes; Morris, Yes. The resolution and implementation plan were declared unanimously approved.

Resolution 1973-87

WHEREAS, the Faculty Senate has initiated a proposal for Professional Leaves aimed at the enhancement of the professional capabilities of the faculty in its teaching, research, and creative activities, and

WHEREAS, it is recognized that, particularly within a university, vigorous steps should be taken to provide for professional development, and

WHEREAS, the proposed method of implementation carries out the spirit and intent of the Faculty Senate proposal and establishes sound procedures and guidelines for implementation of the policy, and

WHEREAS, both the policy and the proposed implementation set up careful mechanisms for appropriate screening of applications,

THEREFORE, be it resolved that the Board of Trustees approves the policy regarding Professional Leaves initiated by the Faculty Senate and also approves the proposed implementation recommended by the appropriate administrative officials.

WHEREAS, some Professional Leaves will start with the commencement of the winter quarter of the 1973-74 academic year, prior to the next meeting of the Board of Trustees, and

WHEREAS, the Board of Trustees must segregate the funds associated with the approved Professional Leaves,

THEREFORE, be it further resolved that the Educational Policies Committee of the Board of Trustees, after consultation with the Chairman of the Board of Trustees and the Chairman of the Budget, Finance and Physical Plant Committee of the Board of Trustees, is empowered to discharge the Board of Trustees' responsibilities to approve the Professional Leaves for the 1973-74 academic year recommended by the President and to segregate the funds associated with the approved Professional Leaves from other than appropriated funds, subject to final confirmation by the full Board of Trustees at a subsequent meeting.

Professional Leave Implementation Plan

OCT 10/31

OCT 29 1973

OHIO UNIVERSITY

Inter-Office Communication

DATE October 29, 1973

TO Claude R. Sowle, President

FROM Taylor Culbert, Executive Vice President and Dean of Faculties *TC*

SUBJECT Professional Leave Policy

On September 24, 1973, following consideration of the original version at its August meeting, the Faculty Senate passed the attached proposed policy regarding professional leaves for members of the faculty. Prior to passage of this proposed policy, the Faculty Senate had received guidance concerning the expectations of the Educational Policies Committee of the Board of Trustees as set forth in a letter to Professor Sanford from Mrs. Johns (letter attached). The final version of the Professional Leave policy approved by the Senate incorporates provisions designed to bring the policy into line with suggestions in Mrs. Johns' letter.

Properly, the proposed policy speaks to the general intent and the general direction of professional leaves at Ohio University. It relegates the details and specifics of implementation to the administration. If one is to perceive not merely what the general plan calls for but also how in practice it will operate, the specific procedures for implementation must also be described. I recommend the administrative procedures set forth below as means of carrying out the spirit of the proposed policy and as workable and practical modes of implementation.

- I. If approved by the Board of Trustees, the policy should become effective at the start of the winter quarter of the 1973-74 academic year. Proposals for professional leave for the winter quarter, the spring quarter, or for the winter and spring quarters of the 1973-74 academic year should be in the hands of departmental chairmen by November 26, 1973. Proposals recommended by the department should be in the hands of the dean of the college by December 3, 1973. Proposals recommended by the dean should be forwarded to the Executive Vice President and Dean of Faculties by December 10, 1973, and subsequently be acted upon by the Executive Vice President and Dean of Faculties and the President by December 14, 1973. Proposals for professional leaves in subsequent years should follow the calendar prescribed in the policy.

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- II. By action of the Legislature, sabbaticals were suspended during the 1971-72 and 1972-73 academic years. In determining eligibility for professional leaves, those years should be counted. It is true that counting those years will add significantly to the number of faculty members eligible for professional leave, but it is nevertheless the proper thing to do.

There exists at this moment on campus a large number of faculty members eligible to apply for a professional leave. The proposed policy implies that the pool of eligible faculty members will increase with the passage of time since the number of professional leaves awarded each year will be less than the number of faculty members becoming eligible. The policy itself sets up two screens that will work to reduce the number who actually are granted a professional leave: (1) merit of the proposal, and (2) ability of the department to maintain the quality and integrity of programs in spite of the loss of teaching capability as the result of the faculty member being on professional leave. It must be clearly understood by all faculty members that award of a professional leave is not automatic upon acquisition of six years of eligibility. In practice, some faculty members will never receive a professional leave; others will never be awarded a second leave; and many will be required to postpone their professional leave after they have accumulated six years of eligibility.

- III. The proposed policy prescribes a review of the merits of the plan submitted by the faculty member. That review, except in unusual circumstances, will take the following form:
1. The faculty members submits his plan to his department chairman.
 2. The Chairman refers the proposal to a departmental faculty committee. The committee may be either a special committee appointed to evaluate plans for professional leaves or it may be an existing committee, such as the departmental promotion and tenure committee.

3. The committee evaluates the plan on the basis of its merit, that is, with regard to the extent to which the plan of work promises to enhance the professional competency of the faculty member in the areas of teaching efficacy, research and creativity. Although the committee gives primary attention to the assessment of merit, it should take into account other factors relevant to arriving at a decision as to which faculty member(s), if any,, should be recommended for a professional leave*.
4. The departmental committee reports its evaluation of the proposal to the department chairman in writing.
5. The department chairman will endorse or not endorse the evaluation of the committee. In addition, the department chairman, after consultation with faculty in the department, must consider how the department can compensate for the loss of teaching capability without impairing the quality and scope of departmental programs. If the chairman determines that adequate arrangements can be made with regard to staffing of departmental programs, he should describe his plan for so doing. Although the department chairman is primarily concerned with the staffing of departmental programs, he should give due attention to other relevant factors in his recommendation with regard to each application for professional leave. He then forwards to his dean the evaluation of the faculty committee with his endorsement thereof and his plan for coping with the loss of teaching capability.
6. The dean should review the materials forwarded to him by the department chairman. The dean should be assisted by a faculty committee representative of the major segments of the college. In the dean's review, particular attention should be given to equality of standards of merit across the various departments in the college, to distribution of professional leaves among departments, and to use of professional leave salary mitigation funds to equalize opportunities for professional leaves within the college. The dean should forward the materials with his recommendations to the Executive Vice President and Dean of Faculties.

*Among the relevant factors is the faculty member's demonstrated teaching effectiveness in the past and the extent to which that indicates his potential for further development of teaching competence. The departmental faculty committee should consider, along with other assessments of the faculty member's teaching, the results of past student judgments concerning his classroom performances as indicators of his future performance. In this way, students can make a valuable and legitimate contribution to the overall judgment of merit.

7. The Executive Vice President and Dean of Faculties will review the deans' recommendations, paying particular attention to equality of distribution of leaves and of standards of merit among colleges, as well as to the total teaching loss proposed for the entire academic area in the light of priorities and the total teaching capability remaining to staff all academic programs. He will forward his recommendations to the President.

8. The President will review the recommendations of the Executive Vice President and Dean of Faculties and forward his recommendations to the Board of Trustees. If the Board of Trustees approves the President's recommendation, it will formally segregate the funds associated with the proposed professional leaves so that appropriated funds are not used.

The process of review prescribed above resembles, intentionally, the existing process of review for recommendations for promotion and tenure. In both cases, the initial burden of professional judgments of quality is placed upon faculty members--professionally qualified judges of such matters--and administrative judgments are placed primarily in the hands of appropriate administrative officials--department chairmen, deans, vice president, and president.

- IV. The proposed policy prescribes that a report by the faculty member of his activities and accomplishments during the period spent on professional leave be submitted after completion of the leave. The proposed policy further specifies that the report be evaluated by the department chairman. To assist in the evaluation, the department chairman should refer the report to the departmental committee employed to evaluate the original plan of work. The committee should submit a formal, written evaluation of the success of the professional leave in the light of the aims set forth in the original plan. The chairman should review the committee's evaluation, approve or disapprove or modify it, and forward the faculty member's report, the committee's evaluation, and his own comments to the dean. Included in the committee's report and also in the chairman's comments should be a judgment as to whether the faculty member's accomplishments on the professional leave warrant the granting of further professional leaves (see the last sentence in paragraph 14 of the proposed policy).

The dean, with the assistance of his faculty committee, (see III, 6. above) should forward the materials, along with his comments and his evaluation to the Executive Vice President and Dean of Faculties. Once again, the dean should pay special attention to the equality of standards of judgment among departments.

- V. In all judgments about the award of professional leaves, first priority must be given to the merit of the proposed plan of work. Only after appropriate standards of merit have been met does the question arise as to the department's ability adequately to cope with the inherent loss of teaching capability. It is possible that a department chairman will have more applicants with judged merit than he can approve for award of professional leave in view of the staffing needs of academic programs. In that case, if the merit is judged to be adequate and equal, the chairman may wish to recommend approval on the basis of the number of years of service without a professional leave (seniority). Thus, if four applicants have been judged to meet the merit test, one with outstanding merit and three with acceptable merit and the chairman judges that only two can be awarded leaves in the light of teaching needs, he should approve the applicant with outstanding merit regardless of his seniority in eligibility, and he should also approve, among the remaining three, that one with the largest number of years of accumulated full-time service since his last leave.


Faculty members commence accruing eligibility for a professional leave with their first year of full-time service at Ohio University regardless of whether they are in a probationary or tenured status. If a faculty member, after some years of service, resigns and severs his connections with Ohio University and then subsequently is rehired in a full-time status, he starts to accrue years of eligibility at the time of his second tour with the University and does not carry forward the years of his prior service at Ohio University. If, after some years of full-time service at Ohio University, a faculty member either goes on leave without pay for any purpose or moves for a period of time to a part-time status, he does not accrue eligibility toward a professional leave while on leave or while on a part-time status; upon resumption of full-time service to the University following the leave or the period of part-time service he carries forward his previously accrued years of eligibility.

If an eligible faculty member submits a proposal for a professional leave and the proposal is judged to lack sufficient merit to warrant award of the leave, he retains his six years of eligibility, does not commence the accrual of eligibility towards another professional leave, but does accrue additional years of service (seniority) with respect to a professional leave.

The Faculty Senate policy and this document concerning implementation were written primarily in terms appropriate to the main campus of Ohio University. It is understood that the policy applies to the regional campuses of Ohio University and that on the regional campuses procedures similar to those prescribed for the main campus will be followed.

- VI. I recommend approval of the attached proposed policy, with the understanding that the plan of implementation set forth in this document be established as the approved means of implementation. If the proposed policy and the recommended implementation are approved by the Board of Trustees, I suggest distribution of both documents as indicated below.

(Approved/Not Approved)


Claude R. Sowle
President

11/9/73
Date

TC/ljl

Attachments (2)

Letter from Mrs. Johns
Proposed Policy

Distribution:

Senior Administrators
Members of the Deans' Council
Edward Sanford, Chairman, Faculty Senate
Gary Musselman, Chairman, Administrative Senate
Clayton Osting, Chairman, Student Governing Board
Neal Sobania, Chairman, Graduate Student Council
Peg Black, Director, Office of Public Information

Professional Leave Policy

APPENDIX B, ITEM 1
RESOLUTION ADOPTED 9/24/73
FACULTY SENATE

Proposal for adoption by the Faculty Senate, Ohio University
Prepared and approved by the Professional Relations Committee, July 1973.

Upon approval by the Senate and the officers of the university, the following document will replace section V. A. (page 18) of the Faculty Handbook.

"V. Professional Leave, Research Grants, and Awards

A. Professional Leave

1. The purpose of professional leave shall be to improve the professional skills of the faculty member through study, research, or creative work. It is the spirit of the professional leave program to permit the faculty member maximum flexibility in planning, in his way, his professional development. The university benefits from this improvement in professional competence, i.e., teaching efficacy, research, and creativity.

2. At the end of each six-year teaching period at Ohio University (except as limited by postponement of leave), each tenured member of the faculty shall be eligible for professional leave. Department chairmen accrue time towards eligibility in the same way as other faculty members. Faculty members, other than department chairmen, whose duties are divided between academic and administrative duties must devote at least 50% of their service to academic duties such as teaching and research for a contract year to count toward eligibility. All academic service to Ohio University will count toward eligibility regardless of the rank, campus, or overseas program at which it was performed.

3. Leaves of absence supported by other programs, such as Baker Awards, research grants, fellowships, etc. and leaves for the purpose of employment by another school or company will not be considered as substitutes for professional leave. However, the period spent on such special leaves of absence will not count as part of the accrual period for professional leave.

4. Professional leave may consist of one quarter at full pay, two quarters at three-fourths pay, or three quarters at two-thirds pay. These rates are to be applied to the pay the faculty member normally would receive during the quarter(s) in which he is to be on leave.

5. Professional leave may be granted for a maximum of three quarters. Faculty on nine-month contracts will be granted leave only during the nine-month period. Faculty members on twelve-month contracts will be granted leave at any time during the twelve-month period, with the combined summer sessions considered to be one quarter.

6. A faculty member on professional leave will not hold a paid position unless that position can be shown to assist him professionally. The sum of the professional leave salary and additional funds in the form of grants, stipends, gifts, or pay shall not exceed the amount of the normally contracted salary for the period of the leave, with the exception of such funds as are allocated in a grant for special expenses such as equipment, books, professional travel, etc.

7. A faculty member who does not wish to apply for professional leave the year he becomes eligible or who is denied leave for any reason, will not lose his eligibility and may apply in the following years. If a faculty member is denied leave for the convenience of the department, every effort will be made to ensure that this denial is not continued another year.

8. Upon completion of professional leave, a faculty member starts accruing time toward eligibility for the award of his next professional leave as of the date of his resumption of normal academic duties. He does not begin to accrue time toward another leave while he is voluntarily delaying the leave for which he is already eligible. If, however, he is denied leave for the convenience of the department, he will begin accruing time toward another leave while waiting to take the one already earned.

9. Professional leave will be considered a part of University service, so that a faculty member may pay into his insurance and pension plans and thus continue earning toward retirement. Ohio University will continue to pay its portion of pension and insurance policies.

10. Faculty members will be expected to teach at Ohio University for at least three quarters after completion of their professional leave.

11. Application for professional leave is to be made in writing to the department chairman ordinarily no later than January 15 preceding the summer and/or academic year in which the leave is to be taken. The final decision on his application is to be made known to the faculty member in writing no later than March 1. (These dates do not apply to leaves taken during the academic year 1973-74.) The application must include a well-considered plan, presented with a reasonable degree of specificity showing how the leave will contribute to the professional effectiveness of the applicant and the best interests of the university, i.e., teaching efficacy, research, and creativity.

12. The department chairman will evaluate the faculty members' application and send the applications and his recommendations to the appropriate dean. The dean will review all applications in his college and send the applications and his recommendations to the Executive Vice President and Dean of Faculties, subsequently to the President for final approval or disapproval, subject to confirmation by the Board of Trustees. If the evaluation process results in a decision not to approve the application, the faculty member will be given, no later than March 1, written notification of the action and all reasons for the action.

13. If a faculty member feels that his leave proposal has been unfairly appraised or for any other reason that he was denied professional leave unjustly, he will have the right to appeal the decision to his chairman, to the dean, and then to an appeal board which shall be the Professional Relations Committee of the Faculty Senate. This committee will normally interview the faculty member, his chairman, and his dean, and then make recommendations to the Executive Vice President and Dean of Faculties for final action.

14. A report on the completed professional leave activities shall be submitted in writing through the same channels as the request for leave no later than three months following the return of the faculty member to his teaching duties at Ohio University. The department chairman will evaluate the report. The granting of further professional leaves will be dependent upon the completion of or very significant progress toward the goals of the proposal as originally submitted.

15. In general, departments and regional campuses are expected to arrange for professional leaves on a "break-even" or "no-cost" basis; in some cases a "no-cost" program may be desirable on a college-wide basis. Duties of persons on professional leave normally will be assumed by the remaining faculty. If a faculty member is on leave with less than full salary, the remaining part of his budgeted salary may be used for partial replacement. The department chairman will describe how the proposed loss of teaching services will be compensated for, without impairment of the quality of the department's work. Nothing in the above statements shall be construed to prejudice the normal opportunity for professional leave of the singularly specialized faculty member.

16. Regional Campus faculty members shall submit requests for professional leave to the Regional Campus Director. The Regional Campus Director shall review all applications at his campus and send applications and his recommendations to the Vice-President for Regional Higher Education, subsequently to the President for final approval or disapproval, subject to confirmation by the Board of Trustees. If the evaluation process results in a decision not to approve the application, the faculty member will be given written notification no later than March 1. The appeal procedure shall be through the Regional Campus Director to the Professional Relations Committee of the Ohio University Faculty Senate."

ADDENDUM:

AN ILLUSTRATION OF PROFESSIONAL LEAVE PAY SCHEDULES

Example: Faculty member with 9-month salary of \$15,000.00

<u>On leave</u>	<u>Teaching</u>	<u>Pay for leave</u>	<u>Pay for time teaching</u>	<u>Available for partial replacement</u>
1 quarter	2 quarters	\$5,000	\$10,000	\$0
2 quarters	1 quarter	\$7,500 (3/4 of 10,000)	\$5,000 (1/3 of 15,000)	\$2,500
3 quarters	0	\$10,000 (2/3 of 15,000)	\$0	\$5,000

Following action on the Professional Leave Proposal and Implementation Plan, Mrs. Johns asked that an official opinion concerning the Trustees' role in the segregation of the funds involved in the Professional Leave Policy be obtained. Chairman Morris asked President Sowle to obtain this opinion. President Sowle stated that, upon receipt, the opinion would be presented to the Educational Policies Committee. There was no objection expressed to this procedure.

Documents pertaining to the Professional Leave Policy appear as Attachment 2.

Before moving on to the next agenda item, Chairman Morris named Mr. McAlister and Mr. Kircher to an ad hoc committee to develop an input mechanism for student views.

C. Vice President for Regional Higher Education Davison

1. Consideration of Return to Belmont County of Belmont Hall Property
2. Consideration of Lease of Space in Belmont Hall to Board of Trustees of Belmont Technical College
3. Consideration of Lease with Board of Trustees of Belmont Technical College

Brief statements of background information were presented by Dr. Davison. There were no expressions of disagreement to statements that the proposed actions were in the best interests of Ohio University. The President stated that each proposal had been reviewed by the Committee on Budget, Finance and Physical Plant, which was recommending approval, and that each legal document had the approval of the University's counsel, Mr. Bridgewater. (General information about Belmont County Campus Property Transactions appears as Attachment 3.) Mr. Kircher, in turn, moved approval of each resolution, which Dr. Holzer, in turn, seconded. The vote on each resolution was as follows: Holzer, Yes; Johns, Yes; Johnson, Yes; Kircher, Yes; McAlister, Yes; Morris, Yes. Each, in turn, was declared unanimously approved.

Resolution 1973-88

WHEREAS, Ohio University has no immediate or foreseeable need for the building on its Belmont County campus known as Belmont Hall or the surrounding grounds, and

WHEREAS, said building and grounds were donated to the University by Belmont County for use as an educational facility and were so used until a new and more suitable building could be erected, and

WHEREAS, Belmont County has need for additional space for certain County offices and programs,

THEREFORE, BE IT RESOLVED that the Board of Trustees of Ohio University hereby approves the return to Belmont County of the building and property formerly conveyed to it and described in the attached property description under the conditions that the future uses of the property will be consistent with the development of the immediate area as an educational, cultural and service center and that Belmont Technical College shall be allowed to use portions of the building in accordance with the Lease also approved this date, and

BE IT FURTHER RESOLVED that the President and other officers of the University be authorized to pursue enactment of any legislation required to accomplish this action, and

BE IT ALSO RESOLVED that a copy of this resolution be transmitted to the County Commissioners of Belmont County with an expression of appreciation from this Board for their support of higher education in their area.

LEGAL DESCRIPTION; BELMONT H. & SANITORIUM AREA, BELMONT CO.

Situated in section 27 of Richland Township (T7N,R4W); Belmont County, Ohio. Being the two parcels bounded and described as follows:

PARCEL NO. 1 - Beginning at a railroad spike at the NE corner of the subject tract in the center-line of U.S. route No. 40; located S 84°20'E 1715.8 feet and S 4°55'W 1046.91 feet from the marked stone at the NW corner of the said section 27; said spike also common to the NW corner of grantors "Berry" tract, and also the SW corner of grantors "Rogers" tract. Thence S 4°55'W 936.81 feet to a stone; thence S 4°43'W 664.15 feet to a marked stone at the SE corner of subject tract; thence N 85°22'W 154.82 feet to a car axle; thence N 84°52'W 1067.51 feet to a fence post at the SW corner of subject tract, passing a concrete post at 1042.51 feet; thence N 5°12'E 1743.99 feet to a railroad spike in the center-line of U.S. 40, the NW corner of subject tract, passing a concrete post at 25.0 feet and a marked stone at 1011.18 feet; thence on the center-line S 75°14'E 244.12 feet to a point-of-curve; thence continuing along the center-line of a 45 minute curve to the left a distance of 977.74 feet to the place of beginning, from which point the said point-of-curve bears N 78°56'W 977.23 feet; containing an area of 46.63 acres, more or less.

PARCEL NO. 2 - Beginning at a concrete post marking the NW corner of subject tract; located S 5°W 2664 feet and S 84°30'E 2977 feet from the marked stone at the NW corner of the said section 27; thence S 5°42'W 887.55 feet to a concrete post; thence S 85°31'E 1125.36 feet to an iron pin in the center-line of Twp. rd. No. 272; thence along the said center-line N 58°27'E 50.0 feet to an iron pin; thence leaving the roadway N 4°04'E 293.64 feet to a concrete post; thence N 81°48'W 158.90 feet to a concrete post; thence N 5°42'E 538.75 feet to a marked stone; thence N 84°38'W 997.81 feet to the place of beginning; containing 21.37 acres, more or less.

EXCEPTING and reserving from the total 68 acres, more or less, the Pittsburgh No. 8 vein of coal, together with the right to mine and remove the same by deep mining methods. Said premises also subject to easements for all legal highway and public utility rights-of-way together with any and all other easements heretofore granted.

REFERENCES V 478, p 739 and plat book 13, p 27; all Belmont County records.

Robt. H. Jones
11/2/73 ROBT H JONES
REGISTERED
Seal SURVEYOR
OHIO NO 3233

Resolution 1973-89

WHEREAS, Belmont Technical College has need of additional facilities for the conduct of technical education programs until such time as a new facility can be constructed, and

WHEREAS, Ohio University is not currently using and has no immediate need for a portion of the building on its Belmont County campus known as Belmont Hall,

THEREFORE, BE IT RESOLVED that the attached document entitled Lease is hereby approved by the Board of Trustees of Ohio University, and

BE IT FURTHER RESOLVED that the President of the University be authorized to execute said Lease.

L E A S E

This LEASE made at Athens and St. Clairsville, Ohio, this _____ day of _____, 1973, by and between THE OHIO UNIVERSITY (hereafter called the Lessor) and THE PRESIDENT AND BOARD OF TRUSTEES OF THE BELMONT TECHNICAL COLLEGE (hereafter called the Lessee).

WITNESSETH THAT:

1. Premises.

- (a) In consideration of the rents herein reserved to be paid by the Lessee to the Lessor and in consideration of the other terms and conditions herein contained to be observed and performed between the parties, and for other good and valuable consideration, the Lessor does hereby lease to the Lessee a portion of the premises of Belmont Hall on the Ohio University Belmont Regional Campus, more specifically described as the front annex consisting of the two main floors and the basement of Belmont Hall, for the purpose of construction of a temporary Natural Science facility for the Lessee.
- (b) The Lessee agrees that a plan of renovation will be submitted to the Lessor for the Lessor's approval, and Lessor agrees that such approval shall not be unreasonably withheld. Lessee agrees that all expenses of renovation will be borne by the Lessee, and that all city, county, state and federal laws and regulations pertaining to the premises shall be complied with.

2. Term. The term of the lease shall be two (2) years commencing from the date of execution of the lease and ending two (2) years hence, or sooner if the parties agree. The parties further agree that this lease shall be immediately terminated if at any time during this period the leased premises of Belmont Hall is deeded by the Lessor to Belmont County, and that the parties may by their written agreement renew this lease for successive periods of one (1) year each.

3. Rent. The Lessee does hereby covenant and agree to pay to Lessor the sum of One Dollar (\$1.00), the entire rent for the term.

4. Restrictions on Use.

- (a) The Lessee shall be permitted to make all necessary improvements upon said premises subject to the provisions of 1 (b), but shall not have access to any other portion of the premises known as Belmont Hall without the Lessor's express written permission.
- (b) The Lessee shall use and occupy the premises in a careful, safe and proper manner for the operation of the demised premises as an educational facility only, and shall not suffer or permit waste to be committed in or upon any portion of the premises. Further, Lessee shall not do or permit to be done any act or thing upon said premises which shall subject Lessor to any liability or responsibility for injury to any person or persons or to property by reason of any activity being carried on upon the premises or by reason of the occupancy thereof by Lessee. And Lessee shall indemnify

and save harmless Ohio University, its officers, employees or agents from any liability, damages or responsibility, including any costs of any legal expense incurred, for injuries to any person or persons or to property by reason of any activity being conducted upon said premises by Lessee, its officers, employees, students, agents, invitees, licensees, permittees, contractors or other representatives.

(c) Lessee will not use or occupy said premises for any unlawful purpose and will not cause or do anything or permit anything to be done upon the premises in any way tending to create a nuisance; and Lessee, at its sole expense, shall comply with all laws, orders and regulations and with any direction of public officers pursuant to law which shall impose any violation, order or duty upon Lessee with respect to the specific use of the demised premises.

5. Quiet Enjoyment. The Lessor is seized with good, right and sufficient title to make this lease. The Lessee shall and may peaceably and quietly have, hold, occupy and possess and enjoy the premises for the terms hereinabove provided, provided the Lessee pays the rent as set forth above, and keeps, observes and performs all the other covenants and provisions as required in this lease.
6. Assignment; Sublease. Lessee agrees not to assign, mortgage, pledge, or encumber this lease nor to sublet the whole or any part of the demised premises without the prior written consent of the Lessor.
7. Utilities, Maintenance and Repair. The Lessee agrees to pay for all public and private utility services rendered or furnished to Lessee, including heat, water, gas, sewer, electricity and all other utilities together with all taxes, levies or other charges on such utility services; and the Lessee further agrees to pay for all renovations, maintenance and repair costs to maintain the demised premises and agrees the Lessor shall have no responsibility for maintenance or repairs of the said premises.
8. Surrender of the Premised Upon Termination. The Lessee will surrender to the Lessor possession of the premises hereby leased upon the expiration of this lease or its termination in any manner in as good condition and repair as the same shall be at the commencement of said term (deterioration or depreciation resulting from ordinary wear and tear only excepted) Lessee further agrees to assume responsibility for all appropriate property insurance, and Lessor waives all responsibility for damage to renovations the Lessee may cause or permit. The Lessee may remove all movable equipment and furnishings from the leased premises at the termination of the lease; but all renovations and improvement to provide utility services such as water, heat and light shall remain with the leased premises as permanent fixtures. Rights acquired under this lease shall not extend beyond the term herein granted and no holding over or continuance in the occupation of the leased premises shall cause or be construed to be an extension of the lease, but in any and all such cases, the Lessee shall be considered a tenant at will at the option of the Lessor.

9. Binding Effect. This agreement of lease shall be binding upon the parties, their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed duplicate originals of this agreement as of the date written above.

LESSEE

PRESIDENT AND BOARD OF
TRUSTEES OF THE BELMONT
TECHNICAL COLLEGE

LESSOR

THE OHIO UNIVERSITY

By: _____
Earl R. Greer, President

By: _____
Dr. Claude R. Sowle, President

WITNESSES:

WITNESSES:

Resolution 1973-90

WHEREAS, The Belmont Technical College has been appropriated funds for the purpose of constructing a technical and science education facility in cooperation with Ohio University, and

WHEREAS, policies established by the Ohio Board of Regents encourages use of a joint campus by a University branch and technical college when located in the same community,

THEREFORE, BE IT RESOLVED that the attached document entitled Lease is hereby approved by the Board of Trustees of Ohio University, and

BE IT FURTHER RESOLVED that the President of the University be authorized to pursue the execution of said Lease through appropriate State offices and officials.

LEASE

This LEASE made at Columbus and St. Clairsville, Ohio, this _____ day of _____, 1973, by and between THE STATE OF OHIO, acting by and through the DIRECTOR OF PUBLIC WORKS, Columbus, Ohio (hereinafter called the Lessor) and THE PRESIDENT AND BOARD OF TRUSTEES OF THE BELMONT TECHNICAL COLLEGE, a political subdivision of the State of Ohio and a body corporate (hereinafter called the Lessee).

WITNESSETH THAT:

1. (a) Premises. In consideration of the rents herein reserved to be paid by the Lessee to the Lessor and in consideration of the other terms and conditions herein contained to be observed and performed between the parties, and for other good and valuable considerations, the Lessor does hereby lease to the Lessee a portion of the premises located on the Ohio University Regional Campus known as Ohio University-Belmont, Richland Township, Belmont County, Ohio, subject to all easements, leases and agreements which the Ohio University or predecessors in title may have given, and restricted to and for educational purposes only. Said premises being more specifically described as follows:

Situating in sections 27, 28 and 33 of Richland Township (T 7 N, R 4 W), Belmont County, Ohio. Consisting of three parcels noted below:

PARCEL NO. 1. Land deeded by the Commissioners of Belmont County to the Board of Trustees of Ohio University by deed dated 12/9/64 and recorded at V 478, p. 739 of the Belmont County Records; for educational purposes only, but for no other use or purpose whatsoever.

Excepting from the above all of tract No. 2, containing 21.37 acres more or less; and that part of tract No. 1 which lies south of the centerline of U.S. Route 40, containing 46.65 acres, more or less.

And subject to leases totaling 14.24 acres to the Commissioners of Belmont County dated 11/12/65 and 12/1/66; recorded at V 70, p. 465, and V 80, p. 165, respectively, of the Belmont County Records.

PARCEL NO. 2. Land deeded by Mary B. Neff to the Board of Trustees of Ohio University by deed dated 12/3/65 and recorded at V 487, p. 183 of the Belmont County Records.

Excepting from above, the 13.51 acres, more or less, which lies south of the ~~of~~ of U.S. Route No. 40:

PARCEL NO. 3. Land deeded by Park Rogers to the Board of Trustees of Ohio University by deed dated 11/5/65 and recorded at V 485, p. 542 of the Belmont County Records.

Excepting from the three parcels described above (which comprise a total of 263 acres, and include all lands north of the ~~E~~ of U.S. Route No. 40 currently owned by the Board of Trustees of Ohio University) a rectangular area with dimensions of 528 by 396 feet (4.80 acres); centered on, beneath, and surrounding the building erected by Ohio University and called Shannon Hall; the long axis of which is coincident with the long axis of the subject excepted area.

NET AREA left in the three subject parcels is 258.2 acres, more or less; 81.69 in section 27; 175.93 in section 38; and, 0.58 in section 33.

Also excepting and reserving (from all three parcels) the Pittsburgh No. 8 vein of coal, together with the right to mine and remove the same by deep mining methods, and excepting reasonable areas for the construction and operation of future buildings, structures, or other improvements by Ohio University as part of the Ohio University-Belmont Campus, with the specifics of such areas to be described by an addendum to this lease. Said premises also subject to easements for all legal highway and public utility rights-of-way together with any and all other easements heretofore granted.

(b) The Lessor and Lessee further mutually agree and covenant that the Ohio University, Ohio University-Belmont and Lessee each shall have the right and privilege to construct upon the Ohio University-Belmont Campus educational facilities, including parking facilities, walks, driveways, or other improvements designed to facilitate the joint use and development of the Ohio University-Belmont Campus by the Ohio University, Ohio University-Belmont and Lessee. Further the parties agree that if and when the Lessee desires to construct any buildings, structures, or other improvements, such will be planned and constructed with the approval of both a joint planning committee consisting of representatives from the Ohio University, Athens, Ohio, the Ohio University-Belmont Campus and Lessee, and with the approval of the Ohio University Board of Trustees; if Ohio University or Ohio University-Belmont desires to construct any buildings, structures, or improvements, such will be planned and constructed with the approval of the Ohio University Board of Trustees. Such facilities and improvements shall be in accordance with the existing and future development of the Ohio University-Belmont Campus

and the Belmont Technical College as established by the joint planning committee, and all such facilities and improvements so constructed by either the Ohio University-Belmont Campus or Lessee, as designated by the party named in the funding authorization, shall be the sole and exclusive property of such, subject to the provisions of this Lease.

(c) The Lessor further grants to the Lessee, its agents, employees, invitees, licensees, and permittees, the right to jointly use with others the public and private roadways and sidewalks presently existing and those thereafter constructed upon the Ohio University-Belmont Campus for ingress and egress.

(d) The Lessor further grants to the Lessee, its agents, employees, invitees, licensees, and permittees, the right to use and enjoy, together with the Ohio University-Belmont Campus, its agents, employees, invitees, licensees, and permittees, all of the parking spaces now or hereafter constructed upon the Ohio University-Belmont Campus. Such use, however, not to unreasonably interfere with the joint and common use and enjoyment of said parking facilities by both the Ohio University-Belmont Campus and Lessee and its respective agents, employees, invitees, licensees, and permittees, and further subject to all rules, regulations, orders and disciplinary measures as shall be formulated by Ohio University-Belmont with respect to use of such parking facilities by both Ohio University-Belmont and Lessee.

2. TERM. The term of this lease shall be twenty-five (25) years commencing on the _____ day of _____, 1973, and ending on the _____ day of _____, 1998.

3. RENT. Lessee does hereby covenant and agree to pay to Lessor as annual rent for the demised premises the sum of One Dollar (\$1.00), the entire rent for the term, to wit: Twenty-Five Dollars (\$25.00) to be paid in advance upon execution of this lease. The Lessor hereby acknowledged receipt of payment of said Twenty-Five Dollars (\$25.00).

4. RESTRICTIONS ON USE.

(a) Lessee shall be permitted to construct such buildings, structures and other improvements upon said premises from time to time as it shall

desire and to remove, raze, remodel, alter or add to such buildings, structures, and other improvements, provided, however, that in order that such buildings, structures, improvements shall not conflict with the design, architecture, lay-out and construction standards of the Ohio University-Belmont Campus the plans and specifications for any such buildings, structures, or improvements shall be approved by the joint planning committee referred to in 1 (b) and by the Board of Trustees of the Ohio University, such approval not to be unreasonably withheld.

(b) The Lessee shall use and occupy the premises in a careful, safe and proper manner for the operation of educational facilities and related activities, and shall not suffer or permit waste to be committed in or upon any portion of the premises. Further, Lessee shall not do or permit to be done any act or thing upon said premises which shall subject the Lessor, Ohio University-Belmont or Ohio University, to any liability or responsibility for injury to any person or persons or to property by reason of any activity being carried on upon said premises by Lessee, its officers, agents, employees, invitees, licensees, permittees, contractors, or other representatives; and Lessee shall indemnify Ohio University-Belmont and/or Ohio University, Athens, for any liability, damages or responsibility for injury to any person or persons or to property by reason of any activity being conducted upon said premises by Lessee, its agents, employees, invitees, licensees, permittees, contractors, or other representatives.

(c) Lessee will not use or occupy said premises for any unlawful purpose and will not cause or do anything or permit anything to be done upon the premises in any way tending to create a nuisance; Lessee, at its sole expense, shall comply with all laws, orders and regulations of federal, state, county, and municipal authorities and with any direction of any public officer or officers pursuant to law, which shall impose any violation, order or duty upon Lessee with respect to the specific use or occupation of the demised premises.

(d) Lessee may, at its own risk, lawfully erect exterior signs, relating to Lessee's occupancy, but the design, size and construction of the same

shall be consistent with the "signage" used by Ohio University-Belmont on its adjoining campus and shall be approved by the joint planning committee referred to in 1 (b) above, such approval, however, not to be unreasonably withheld. Lessee agrees to maintain said signs in a good state of repair, save Ohio University-Belmont and Ohio University, Athens, and Lessor harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of the same, and shall repay any damage which may have been caused by the erection, maintenance, or removal of such sign. At the end of the term or any renewal thereof, the Lessee agrees to remove the same and repair any damage caused thereby.

5. QUIET ENJOYMENT. The Lessor is authorized by statute to make this lease and agrees Lessee shall and may peaceably and quietly have, hold, occupy and possess and enjoy the premises for the terms hereinabove provided, provided the Lessee pays the rent as set forth above, and keeps, observes and performs all the other covenants and provisions as required in this lease.

6. ASSIGNMENT: SUBLEASE. Lessee agrees not to assign, mortgage pledge, or encumber this lease nor to sublet the whole or any part of the demised premises without the prior written consent of the Lessor.

7. MECHANICS LIEN CLAIMS. Lessee will save harmless the Lessor in said premises from any and all liens, claims or demands by reason of any repairs or alternations or improvements which may be made by the said Lessee in said premises.

8. WAIVER OF SUBROGATION. The Lessor and the Lessee hereby waive all rights of recovery and causes of action which either has or which may have arisen or which may arise hereafter against the other, whether caused by negligence, misconduct or otherwise, for any damage to the premises, property or business caused by any of the perils which are normally covered under approved Ohio standard clauses of fire and extended coverage building and contents or for which either party may be reimbursed as a result of insurance.

coverage affecting any loss suffered by it; and further provided that the foregoing waivers do not invalidate any policy of insurance of the parties hereto now or hereafter issued, it being stipulated by the parties hereto that the waivers shall not apply in any case in which the insurance application therefore would result in the invalidation of any such policy of insurance.

9. SURRENDER OF THE PREMISES UPON TERMINATION. The Lessee will deliver up and surrender to the Ohio University and/or Ohio University-Belmont possession of the premises hereby leased upon the expiration of this lease or its termination in any way in as good condition and repair as the same shall be at the commencement of the said term (loss by fire, risk covered by extended coverage insurance, acts of God and ordinary wear and tear only excepted). Rights acquired under this lease shall not extend beyond the term herein granted and no holding over or continuance in the occupation of the leased premises shall cause or be construed to be an extension of said lease, but in any and all such cases, the Lessee shall be considered a tenant at will at the option of the Lessor.

10. UTILITIES, TAXES, REPAIRS AND MAINTENANCE. The Lessee agrees to pay for all public and private utility services rendered or furnished to the Lessee, including heat, water, gas, sewer, electricity and all other utilities together with all taxes, bills or other charges on such utility services as may be agreed to between Ohio University-Belmont and Lessee. Lessee agrees further that the Ohio University and Ohio University-Belmont shall have no obligation to make repairs or maintain the demised premises; that Lessor and the Ohio University shall have no obligation to pay any taxes or assessments that may be levied on the demised premises; and that Ohio University-Belmont and Lessee shall by the mutual agreement of their chief administrative officer agree to share the obligations of such repairs, taxes and maintenance, including maintenance of all parking facilities, public and private roadways and sewerage facilities; according to their respective uses of the Ohio University-Belmont Campus and the demised premises.

II. BINDING EFFECT. This agreement of lease shall be binding upon the parties, their respective successors assigns.

IN WITNESS WHEREOF, the parties have, in accordance with the statutes provided, by their duly authorized officer, hereunto set their hands the day and year set forth above.

APPROVED:

John J. Gilligan, Governor
State of Ohio

WITNESSES:

THE STATE OF OHIO

By and Through

Director of Public Works

LESSOR

PRESIDENT AND BOARD OF TRUSTEES
OF BELMONT TECHNICAL COLLEGE

By _____

LESSEE

WITNESSES:

4. Consideration of Resolution of Appreciation to Mr. Charles Goslin

Mr. Kircher moved approval of the resolution. Dr. Holzer seconded the motion. On roll call the following votes were recorded: Holzer, Yes; Johns, Yes; Johnson, Yes; Kircher, Yes; McAlister, Yes; Morris, Yes. The resolution was declared unanimously approved.

Chairman Morris reported that he would present the award to Mr. Goslin on behalf of the Board. He invited other members to attend the December 6 ceremony in Lancaster.

Resolution 1973-91

WHEREAS, Mr. Charles Goslin is one of Fairfield County's and Lancaster's most revered citizens, and

WHEREAS, his entire life has been devoted to the acquiring of knowledge of the nature and history of Fairfield County, and

WHEREAS, his vast reservoir of historical knowledge and love of nature has been shared with others through publishing a weekly newspaper column, conducting nature tours, directing nature study camps, and appearing as a lecturer throughout the State, and

WHEREAS, for many years he has taught courses on the history, flora and fauna of Fairfield County in the Continuing Education Program of the Lancaster Campus of Ohio University, and

WHEREAS, he has developed an appreciation in others for the natural beauty of his beloved county,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Ohio University and the Coordinating Council of Ohio University-Lancaster Campus convey their grateful appreciation for these significant contributions.

D. Vice President for Administrative Services Culp

1. Consideration of Selection of Architects for Conversion of Former Library, Chillicothe Campus

Mr. Culp reported that the Budget, Finance and Physical Plant Committee had approved the recommendation contained in the resolution.

Dr. Holzer moved approval of the resolution, which Mr. Kircher seconded. The vote, on roll call, was as follows: Holzer, Yes; Johns, Yes; Johnson, Yes; Kircher, Yes; McAlister, Yes; Morris, Yes. The motion was declared unanimously approved.

Resolution 1973-92

WHEREAS, the Board of Trustees and administrators of Ohio University desire to renovate the space formerly occupied by the library in Bennett Hall on the Chillicothe Campus, and

WHEREAS, the 110th General Assembly has appropriated \$100,000 under Substitute H.B. 985 for the purpose of renovating this space,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees does hereby authorize the appropriate administrative officers of Ohio University to proceed with the development of plans for the renovation of said space, including the hiring of architects to prepare detailed plans, and

BE IT FURTHER RESOLVED that the firm of Harpham-Elmer Partnership, Columbus, Ohio, be recommended to the Director of the Ohio Department of Public Works to serve as consulting architects for the project.

Information about the selection procedure and recommendation appears as Attachment 4.

2. Ratification of Agreement with Local 1699, AFSCME

Mr. Culp summarized the new agreement. He stated that the Budget, Finance and Physical Plant Committee had reviewed it and would recommend approval. Mr. Kircher moved this. Dr. Holzer seconded the motion. On roll call, the following votes were cast: Holzer, Yes; Johns, Yes; Johnson, Yes; Kircher, Yes; McAlister, Yes; Morris, Yes. The motion was declared unanimously approved.

Resolution 1973-93

WHEREAS, revisions in Articles 5, 10, and 20 of the Agreement between Ohio University and Local 1699 Ohio University Employees, AFSCME, AFL-CIO, and revisions in Articles 5, 10, and 19 of the Agreement between Ohio University

and Local 1699 Security Police Employees, AFSCME, AFL-CIO, were ratified by the union membership and executed by the parties on November 13, 1973, and

WHEREAS, said revisions cover the period November 16, 1973, through November 16, 1974, and provisions contained therein have been approved by the proper authorities of Ohio University,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Ohio University does hereby ratify said revisions.

OHIO UNIVERSITY
INTER-OFFICE COMMUNICATION

DATE November 13, 1973

TO Dr. Claude R. Sowle, President

FROM Wm. Charles Culp *WCC*

SUBJECT REVISIONS OF LABOR AGREEMENT

On November 12, 1973, the membership of Local 1699, AFSCME, AFL-CIO, ratified the agreement reached by the union and university committees on the three open articles in our Labor Agreement. The articles and a summary of changes are as follows:

Article 5: No Lockout - No Strike Pledge.
No change in this provision.

Article 10: Hours of Work and Overtime.

Revision 1: Employees shall not be scheduled to work six or more consecutive days as a part of their regular work week.

Revision 2: The language for "optional overtime" was deleted.

Article 20: Insurance.

Revision 1: Life insurance coverage for each eligible employee increased \$1,000.

Revision 2: Major Medical maximum amount increased from \$15,000 to \$25,000.

(See Attachment A for full text of these articles.)

All provisions of the Agreement will remain in effect until November 16, 1974.

I recommend the revisions for ratification by the Board of Trustees and have attached a proposed resolution for consideration by the Board.

With your approval, I will forward the attached material to the Board of Trustees with a request that this item be considered at the November 19 meeting of the Board.

WCC:nsa
Attachments

Date: 11/13/73

APPROVED - DISAPPROVED

Claude R. Sowle
Dr. Claude R. Sowle, President

AGREEMENT BETWEEN OHIO UNIVERSITY

AND LOCAL 1699

• OHIO UNIVERSITY EMPLOYEES

ARTICLES 5, 10 AND 20

Effective November 16, 1973 to November 16, 1974:

ARTICLE 5 -- NO LOCKOUT-NO STRIKE PLEDGE

It is mutually agreed upon and pledged that no "lockout" shall be invoked by the University and no slowdown or work stoppage of any form by employees shall take place during the term of this Agreement or any renewal thereof, nor shall there be any strike or threat of strike. The parties also agree that there will be no reservations, special circumstances, or exceptions warranting a lockout or strike; and that the established grievance procedure of this Agreement provides a mutually acceptable means for orderly settlement of all disputes that may arise and that each party will cooperate with the other to implement arbitration as set forth in Article 17 of this Agreement.

ARTICLE 10 -- HOURS OF WORK AND OVERTIME

- A. The regularly scheduled work week for permanent, full-time, regular employees shall consist of forty (40) hours which shall consist of five (5) days of eight (8) hours per day. The five (5) consecutive day work week will be continued in departments so scheduled and qualified senior (classification seniority in the department) employees will be given preference for the Monday through Friday schedule as openings occur on such schedule.

Effective January 1, 1974, employees shall not be scheduled to work six (6) or more consecutive days as a part of their regular work week. Nothing in this subsection shall be construed to prevent the University from scheduling necessary overtime.

- B. For purposes of computation of pay, the pay week is defined as Sunday 12:01 a.m. through Saturday midnight.
- C. In no case will payment be made for time not worked.

- D. All hours worked in excess of forty (40) in any one pay week shall be paid at the rate of time and one-half the employee's regular rate of pay.
- E. The overtime rate (one and one-half the regular rate of pay) for employees in the Agreement Unit shall be paid to employees while on stand-by basis in accordance with the Federal Fair Labor Standards Act.
- F. In no case will overtime pay be pyramided.

ARTICLE 20 -- INSURANCE

The University shall continue to make available to regular full-time employees hospital/surgical, major medical and life insurance coverages according to plans currently in effect, subject to the following specific improvements:

1. Life Insurance: Effective January 1, 1974, the coverage shall be increased by \$1,000 for all regular full-time employees. Thereafter, eligible employees with less than 10 years of service will be provided with \$9,500 of coverage. Employees who have completed ten (10) years of continuous service with Ohio University will have \$11,000 of life coverage. Eligibility for the \$11,000 coverage will be established once each year on July 1 for employees who have completed 10 years of service before July 1 of that year.

Major Medical: Effective January 1, 1974, the Major Medical maximum amount shall be increased from \$15,000 to \$25,000.

2. Hospital/surgical, major medical for active employees over age 65 and their dependents: Effective July 1, 1973, coverage for this group will be improved to provide the same benefits, when coordinated with Medicare, as for employees under age 65; the employee and his dependent, if applicable, pays the Medicare premiums.

In the event of future Federal or State legislation which would require the University to provide specified group insurance coverage for employees, such coverage would not be pyramided on coverages already provided in this agreement.

This agreement covering Articles 5, 10 and 20 of the Agreement between Ohio University and Local 1699, Ohio University Employees, AFSCME, AFL-CIO (Agreement) shall be in full force and effect from November 16, 1973 to November 16, 1974; and shall be incorporated by reference and subject to Articles 1 through 32 of the Agreement, which continues in full force and effect until November 16, 1974. Thereafter, all articles of the Agreement, including Articles 5, 10 and 20 shall be covered by the provisions of Article 32 of the Agreement.

November 13, 1973
DATE

Tommy Allen

Patrick L. Badger

David Chase

Paul Robinson

Robert Wachenschwanz

Bernard L. Carpenter

Ethel Cole

November 13, 1973
DATE

Ward Wilson

Mr. Charles Lutz

Fahd Aidi

Harmon Liffles

C. W. Rose

AGREEMENT BETWEEN OHIO UNIVERSITY

AND LOCAL 1699

SECURITY POLICE EMPLOYEES

AFSCME, AFL-CIO

ARTICLES 5, 10 AND 19

Effective November 16, 1973 through November 16, 1974:

ARTICLE 5 -- NO LOCKOUT-NO STRIKE PLEDGE

It is mutually agreed upon and pledged that no "lockout" shall be invoked by the University and no slowdown or work stoppage of any form by employees shall take place during the term of this Agreement or any renewal thereof, nor shall there be any strike or threat of strike. The parties also agree that there will be no reservations, special circumstances, or exceptions warranting a lockout or strike; and that the established grievance procedure of this Agreement provides a mutually acceptable means for orderly settlement of all disputes that may arise and that each party will cooperate with the other to implement arbitration as set forth in Article 16 of this Agreement.

ARTICLE 10 -- HOURS OF WORK AND OVERTIME

- A. The regularly scheduled work week for permanent, full-time, regular employees shall consist of forty (40) hours which shall consist of five (5) consecutive days of eight (8) hours per day, where practicable. Senior qualified employees will be given preference for the Monday through Friday shift, where practicable.

Effective January 1, 1974, employees shall not be scheduled to work six (6) or more consecutive days as a part of their regular work week. Nothing in this subsection shall be construed to prevent the University from scheduling necessary overtime.

- B. For purposes of computation of pay, the pay week is defined as Sunday 12:01 a.m. through Saturday midnight.
- C. In no case will payment be made for time not worked.

- D. All hours worked in excess of forty (40) in any one pay week shall be paid at the rate of time and one-half the employee's regular rate of pay.
- E. The overtime rate (one and one-half the regular rate of pay) for employees in the Agreement Unit shall be paid to employees while on stand-by basis in accordance with the Federal Fair Labor Standards Act.
- F. In no case will overtime pay be pyramided.

ARTICLE 19 -- INSURANCE

The University shall continue to make available to regular full-time employees hospital/surgical, major medical and life insurance coverages according to plans currently in effect, subject to the following specific improvements:

1. Life Insurance: Effective January 1, 1974, the coverage shall be increased by \$1,000 for all regular full-time employees. Thereafter, eligible employees with less than 10 years of service will be provided with \$9,500 of coverage. Employees who have completed ten (10) years of continuous service with Ohio University will have \$11,000 of life coverage. Eligibility for the \$11,000 coverage will be established once each year on July 1 for employees who have completed 10 years of service before July 1 of that year.

Major Medical: Effective January 1, 1974, the Major Medical maximum amount shall be increased from \$15,000 to \$25,000.

2. Hospital/surgical, major medical for active employees over age 65 and their dependents: Effective July 1, 1973, coverage for this group will be improved to provide the same benefits, when coordinated with Medicare, as for employees under age 65; the employee and his dependent, if applicable, pays the Medicare premiums.

In the event of future Federal or State legislation which would require the University to provide specified group insurance coverage for employees, such coverage would not be pyramided on coverages already provided in this agreement.

This agreement covering Articles 5, 10 and 19 of the Agreement between Ohio University and Local 1699, Security Police Employees, AFSCME, AFL-CIO (Agreement) shall be in full force and effect from November 16, 1973 to November 16, 1974; and shall be incorporated by reference and subject to Articles 1 through 29 of the Agreement, which continues in full force and effect until November 16, 1974. Thereafter, all articles of the Agreement, including Articles 5, 10 and 19 shall be covered by the provisions of Article 29 of the Agreement.

November 13, 1973
DATE

Tommy Adams

Ruthick D. Badger

David Chase

Paul Robinson

Robert Wachowski

Beaulah Carpenter

Esther Cole

November 13, 1973
DATE

Ward Wilson

Mr. Parks

John Adams

Clarence Lefler

C. W. Rose

Chairman Morris expressed the thanks of the Board to Mr. Culp and the members of the negotiating team. Labor relations, he stated, had taken a great step forward. Mr. Culp thanked the Board, and commended the cooperation, reasonableness and responsibility of the Local's leadership.

E. President Claude R. Sowle

1. Consideration of Approval of Proposed Statement
of Aims for Ohio University

The President reported that three changes had been recommended by Seminar participants--an indication that compensation for administrators will be maintained at or above competitive levels as it will for faculty (#4), an indication that the University regards research as an important part of the professional activities of administrators as it does for faculty members (#19), and an expansion of the public service statement to include international activity (#33).

The President proposed immediate action on the Aims by the Board, following which he would present his revisions to the Chairman for review. Upon approval by the Chairman, the revisions would be incorporated in the official Aims Statement.

There was no objection to the correction and approval procedure. Mr. McAlister moved approval of the "Aims of Ohio University," which Mr. Kircher seconded. The roll call vote was as follows: Holzer, Yes; Johns, Yes; Johnson, Yes; Kircher, Yes; McAlister, Yes; Morris, Yes. The motion was declared unanimously approved.

Resolution 1973-94

BE IT RESOLVED by the Board of Trustees of Ohio University that Section II, "The Aims of Ohio University," as presented in The President's Biennial Report, 1971-73, and printed in the Supplement, Campus Communicator, October 15, 1973, is approved, subject to three slight modifications suggested by Seminar participants, which will be made by President Sowle and considered approved when concurred in by Chairman Morris.

"The Aims of Ohio University" as approved, and still subject to three minor revisions recommended by Seminar participants appears as Attachment #5.

Chairman Morris expressed appreciation to Board members and others for their participation in the Aims Seminar.

X. Selection of Next Meeting Date and Site

January 21, 1974, was selected as the date for the next meeting. Athens will be the site.

It was agreed that a portion of the afternoon of January 20 would be devoted to a discussion of future policy in respect to regional campuses. Also, there will be consideration of the report of the ad hoc committee on mechanics for student input to the Board. The evening will be devoted to committee meetings.

Dr. Davison invited the Board to the Zanesville campus for its spring meeting.

XI. General Discussion--Roll Call of Members

Chairman Morris, commenting in a light vein on the sacrifices trustees make to attend Board meetings, stressed the worthwhileness of the meeting, stating that relationships of the Board with the University had been strengthened. Mrs. Johns and Mr. McAlister concurred, using the words "wonderful" and "terrific" respectively. Mr. Kircher, in reference to Mr. Hodes, asked that the minutes reflect that the Alumni head who is invited to attend Board meetings really has tenth-member status. He suggested that heads of alumni chapters be invited to Board meetings and meetings incident to formal Board meetings. Chairman Morris stated that he and President Sowle would implement the suggestion.

Dr. Holzer stated that he had nothing to add to the comments already made. Mr. Johnson added the word "constructive" to those already used to describe the meeting.

XII. Adjournment

The Chairman, determining that there was no further business to come before the Board, declared the meeting adjourned at 10:45 A.M.

William R. Morris, Chairman

Robert E. Mahn, Secretary

NOV 12 1973

OHIO UNIVERSITY
CUTLER HALL, 212
ATHENS, OHIO 45701

Attachment 1, Pg. 1

VICE PRESIDENT FOR
ADMINISTRATIVE SERVICES

PHONE: 614/594-5383

November 12, 1973

Dr. Charles E. Holzer, Jr.
Chief of Staff
Holzer Medical Center
Gallipolis, Ohio 45631

Dear Dr. Holzer:

On March 8, 1973, the Board of Trustees authorized the Budget, Finance and Physical Plant Committee to recommend the award of contracts for the renovation of Lindley Hall, the former Messenger Building, and Memorial Auditorium to the Director of the Department of Public Works, and to approve the signing of said contracts, subject to the Director's recommendation to the University and the availability of funds.

Bids for the project were opened on October 16, 1973, and the Director of the Department of Public Works recommended on November 5, 1973, that the University accept the bids which are \$72,190 in excess of the construction cost estimates. Amended Substitute House Bill 985 provides the necessary funds for this project.

I have enclosed the letter of recommendation from Mr. R.A. Nesslinger, Director of the Department of Public Works and a suggested resolution for consideration by the members of the Budget, Finance and Physical Plant Committee. I will be prepared to discuss this matter with members of the committee on Sunday evening, November 18.

Sincerely,



Wm. Charles Culp
VP for Administrative Services

WCC:nsa
Enclosure

cc: Members, Board of Trustees
Dr. Claude R. Sowle, President
Mr. Robert E. Mahn, Secretary to the Board of Trustees ✓
Senior Administrators



STATE OF OHIO
DEPARTMENT OF PUBLIC WORKS
ROOM 707, 65 S. FRONT STREET
COLUMBUS, OHIO 43215

Attachment 1, Pg. 2

PRESIDENTS OFFICE

NOV 14 1973

November 5, 1973

Dr. Claude R. Sowle, President
Ohio University
Athens, Ohio 45701

Re: 73-117 Renovation of Lindley Hall
Memorial Auditorium and
Messenger Building
Ohio University
Athens, Ohio

Dear Dr. Sowle:

On October 16, 1973, bids were received by this department on the above captioned project. After review of all bids, we wish to recommend the award of contracts to the following contractors whose bids were the lowest and best received.

<u>CONTRACTOR</u>	<u>BID</u>	<u>ESTIMATE</u>
Don King Construction Co. 781 E. Main Street P.O. Box 472 Jackson, Ohio 45640		
ITEM # 1 - General Contract - Base Bid	\$263,580.00	\$215,914.00
Alternate G-1 (Messenger Building)	+ 179,000.00	+ 166,490.00
Alternate G-2 (Memorial Auditorium)	+ 16,320.00	+ 37,000.00
TOTAL GENERAL CONTRACT	\$458,900.00	\$419,404.00
A. J. Stockmeister Inc. 227 Main Street Jackson, Ohio 45640		
ITEM # 2 - Plumbing Contract - Base Bid	\$ 23,279.00	\$ 24,018.00
Alternate P-1 (Messenger Building)	+ 21,611.00	+ 18,520.00
TOTAL PLUMBING CONTRACT	\$ 44,890.00	\$ 42,538.00
National Corporation 219 King Avenue Columbus, Ohio 43201		
ITEM # 3 - Heating, Ventilating & Air Conditioning Contract - Base Bid	\$ 77,000.00	\$ 92,663.00
Alternate HVAC-1 (Messenger Building)	+ 91,400.00	+ 71,450.00
TOTAL HEATING, VENTILATING & AIR CONDITIONING CONTRACT	\$168,400.00	\$164,113.00

Mr. Claude R. Sowle, President
 Page 2
 November 5, 1973

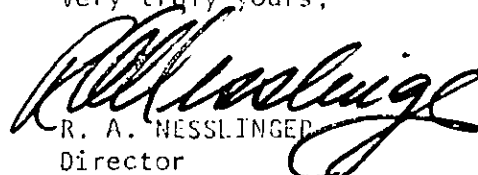
<u>CONTRACTOR</u>	<u>BID</u>	<u>ESTIMATE</u>
K & R Electric Inc. 28 Palmer Street Athens, Ohio 45701		
ITEM # 4 - Electric Contract - Base Bid	\$ 73,800.00	\$ 82,405.00
Alternate E-1 (Messenger Building)	+ 48,900.00	+ 56,540.00
Alternate E-2 (Memorial Auditorium)	+ 19,700.00	+ 10,000.00
Alternate E-3 (Memorial Auditorium Sound System)	+ 42,800.00	+ 13,000.00
Alternate E-4 (Transformer - Messenger Bldg.)	+ 9,800.00	+ 7,000.00
TOTAL ELECTRIC CONTRACT	<u>\$200,000.00</u>	<u>\$173,945.00</u>
TOTAL CONTRACTS RECOMMENDED	\$872,190.00	\$800,000.00
ASSOCIATE ARCHITECT'S FEE:		
\$872,190.00 x 9.5% =	\$82,858.05	82,858.05
Less Amount Previously Encumbered -	<u>55,100.00</u>	
Additional Amount Required	<u>\$27,758.05</u>	
<u>STATE ARCHITECT'S FEE:</u>		
\$100,000.00 x 1% =	\$1,000.00	
400,000.00 x .75% =	3,000.00	
372,190.00 x .5% =	<u>1,860.95</u>	
TOTAL STATE ARCHITECT'S FEE	<u>\$5,860.95</u>	5,860.95
MOVABLE EQUIPMENT	63,013.00	
CONTINGENCIES AND MISCELLANEOUS	<u>20,000.00</u>	
TOTAL RECOMMENDED	\$1,043,922.00	

Please note that all bids were in excess of the filed estimate of cost and contracts are being recommended for award subject to the State Controlling Board declaring an emergency and granting permission to award contracts without competitive bidding. It is the opinion of this department that better bids would not be received if the project was rebid.

Dr. Claude R. Sowle, President
Page 3
November 5, 1973

If you concur in the above recommendation of award, please furnish this department with the necessary contract encumbrances in order that we may prepare and process construction contracts.

Very truly yours,


R. A. NESSLINGER
Director

RAN:nkv

cc: Mr. John Miller
Mr. L. F. Lausche
Mr. Henry Whitcomb
Mr. R. Harris
Granzow and Guss, Architects
Mrs. Margaret Omohundro
Mrs. Castle (Contract Clerk)

(C.D. - August 31, 1974)

CAPITAL IMPROVEMENT RENOVATION PROJECTS

WHEREAS, on September 12, 1972, the Ohio University Board of Trustees received and accepted a report given by Vice President Charles Culp regarding proposed capital improvement projects to be accomplished with funds appropriated by the 109th General Assembly under Amended Substitute Senate Bill 457, and

WHEREAS, appropriate administrative officers of Ohio University then proceeded with the development of plans and specifications for the renovation of Lindley Hall, the former Messenger Building, and Memorial Auditorium, and

WHEREAS, bids for the project were opened on May 3, 1973, and the lowest total bid of \$801,345 exceeded the construction cost estimate by \$184,325, and

WHEREAS, the Director of the Ohio Department of Public Works subsequently advised Ohio University that the project had to be re-advertised because the low bidders were not in compliance with affirmative action regulations of the State of Ohio, and

WHEREAS, funds for the project have been re-appropriated under the provisions of Amended Substitute House Bill 985 and bids were advertised for a second time, and

WHEREAS, the lowest total bid of \$872,190 for the renovation of Lindley Hall, the former Messenger Building, and Memorial Auditorium exceeded the revised construction cost estimate by \$72,190, and

WHEREAS, the Director of the Ohio Department of Public Works, in a letter dated November 5, 1973, recommended acceptance of the bids because it is the opinion of his department that better bids would not be received if the project were to be re-advertised,

NOW, THEREFORE, BE IT RESOLVED, that the Budget, Finance and Physical Plant Committee of the Board of Trustees does hereby recommend to the Director of the Ohio Department of Public Works that the following contracts totaling \$872,190 for the renovation of Lindley Hall, the former Messenger Building, and Memorial Auditorium be awarded and signed.

LINDLEY HALL, FORMER MESSENGER BUILDING AND
MEMORIAL AUDITORIUM RENOVATIONS

<u>Contractors</u>	<u>Bids</u>	<u>Estimates</u>
Don King Construction Jackson, Ohio 45640		
Item #1 - General Contract-Base Bid	\$263,580	\$215,914
Alternate G-1 (Messenger Building)	+179,000	+166,490
Alternate G-2 (Memorial Auditorium)	<u>+16,320</u>	<u>+37,000</u>
TOTAL GENERAL CONTRACT	<u>\$458,900</u>	<u>\$419,404</u>
A.J. Stockmeister, Inc. Jackson, Ohio 45640		
Item #1 - Plumbing Contract-Base Bid	\$ 23,279	\$ 24,018
Alternate P-1 (Messenger Building)	<u>+21,611</u>	<u>+18,520</u>
TOTAL PLUMBING CONTRACT	<u>\$ 44,890</u>	<u>\$ 42,538</u>
National Corporation Columbus, Ohio 43201		
Item #3 - HVAC Contract-Base Bid	\$ 77,000	\$ 92,663
Alternate HVAC-1 (Messenger Building)	<u>+91,400</u>	<u>+71,450</u>
TOTAL HVAC CONTRACT	<u>\$168,400</u>	<u>\$164,113</u>

<u>Contractors</u>	<u>Bids</u>	<u>Estimates</u>
K & K Electric, Inc. Athens, Ohio 45701		
Item #4 - Electric Contract-Base Bid	\$ 78,800	\$ 82,405
Alternate E-1 (Messenger Building)	+48,900	+56,540
Alternate E-2 (Memorial Auditorium)	+19,700	+10,000
Alternate E-3 (Memorial Auditorium Sound System)	+42,800	+18,000
Alternate E-4 (Messenger Building Transformer)	+9,800	+7,000
TOTAL ELECTRIC CONTRACT	<u>\$200,000</u>	<u>\$173,945</u>
TOTAL CONTRACTS RECOMMENDED	<u>\$872,190</u>	<u>\$800,000</u>

Dr. Charles E. Holzer, Jr.
Chairman, Budget, Finance &
Physical Plant Committee

OHIO UNIVERSITY
INTER-OFFICE COMMUNICATION

Attachment 2, Pg. 1

DATE October 1, 1973

TO Taylor Culbert, Executive Vice President and Dean of Faculties

FROM Edward R. Sanford, Chairman, Faculty Senate

SUBJECT Professional Leave Policy

On September 24, 1973 the Faculty Senate approved the attached
policy on Professional Leaves. (*Incorporated in Minutes.*)

Please take appropriate action to secure Presidential approval.

ERS:vhg

Laurel School
1 Lyman Circle
Shaker Heights, Ohio 44122

Attachment 2, Pg. 2

Mrs. Dorothy S. Johns
Dean

September 18, 1973

Dr. Edward R. Sanford
Chairman, Faculty Senate
McGuffey Hall
Ohio University
Athens, Ohio 45701

Re: Proposal for adoption
by the Faculty Senate
regarding a professional
leave program for faculty
members of Ohio University

Dear Dr. Sanford:

The exchange of information and opinion generated at the recent meeting of the Educational Policies committee of the Board of Trustees appears to have been helpful to all of the participants. As you requested, I will briefly note points which seemed to the committee members to be basic to the preparation of a definitive document to replace Section V. A. (page 18) of the Faculty Handbook.

The committee supports in principle the desirability of a program of professional leave commensurate with the resources available to the University. I am sure that the faculty understands and shares our concern that only proposals of superior quality and demonstrable significance shall be presented. No exception was taken to items 2 through 11 of the draft proposal, setting forth certain requirements and conditions.

However, as you know, there are some reservations among the board members about the justifiability of many proposals for leave. There is also anxiety about the loss of quality which admittedly must be considered when any department is deprived of the services of one of its tenured members. Therefore I would urge you, in your presentation to the faculty, to stress the fact that the board needs the assurance that at no time will the quality of teaching fall below the standards set by the university. I suggest that, as a formal part of the review program, each department chairman should describe precisely how the proposed loss of teaching services will be compensated for without impairment of the quality of the department's work.

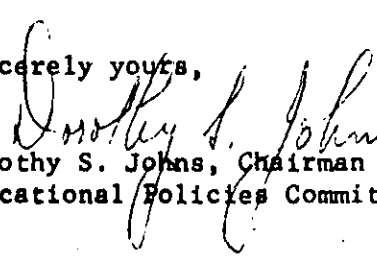
The statement of purpose, item 1, stresses professional development and the benefit accruing from it to the University. Again, in item 11, reference is made to "the professional effectiveness of the applicant and the best interests of the university". The committee believes that concern for improved teaching efficacy, in impact upon individual students at all levels, should be an explicit and motivating consideration. We would like to see this value equated with professional and institutional benefits in the statement of purpose.

Everyone at the meeting was clearly aware of and attentive to the severe limitations on the funds accessible for use, a condition which is not likely to become significantly easier in the near future. Because of this, the procedure for approval of applications, outlined in item 12, should be extended to require final approval by the President of the University, subject to the corroboration of the Board of Trustees as to total costs in money and services. This extension would assure the apportionment of resources according to priorities which can only be determined in relation to the total academic structure, and it is for this reason that we believe it should be adopted.

The report called for at the conclusion of the professional leave (item 14) is excellent. It would be helpful if a review of the report were required. Perhaps the dean of the college, with the assistance of a faculty committee, could take responsibility for evaluating the report. The evaluation would subsequently be made a part of the faculty member's record at the university.

These are the foremost concerns of which I became aware in our discussion, and I expect that you and others may also have additions or modifications in mind. We believe that a good workable instrument is in the making and will follow its development with interest.

Sincerely yours,


Dorothy S. Johns, Chairman
Educational Policies Committee

DSJ:jp

cc: Claude R. Sowle, President
Wm. R. Morris, Chairman, Board of Trustees
Mrs. J. Wallace Phillips, Vice Chairman, Board of Trustees
Fred H. Johnson, Educational Policies Committee
Edwin L. Kennedy, Educational Policies Committee

OHIO UNIVERSITY

Inter-Office Communication

DATE November 9, 1973TO Members of the Board of TrusteesFROM Beaumont Davison, Vice President for Regional Higher EducationSUBJECT Belmont County Campus Property Transactions

There are three resolutions dealing with the Belmont County campus scheduled for discussion and possible action at the November meeting of the Board. They call for approval of (1) lease of a portion of our campus to Belmont Technical College for the purpose of construction of a new technical education facility, (2) lease of a portion of the old hospital building to the technical college for use until the new building can be built and (3) return to the County of the hospital and surrounding grounds.

The following background information may be helpful in evaluating these proposals.

The original branch classes in Belmont County were held in the High School in Martins Ferry while a suitable site was sought for a permanent facility. Belmont County donated the present site to the University. It consists of several parcels on both sides of a major highway, US 40. Other adjacent county property was later given to the Belmont County Technical College and Joint Vocational School.

The old tuberculosis sanatorium was included in the property donated by the county. It is located on the north side of US 40 on a small tract of land which is not particularly suitable for further campus development. This building, renamed Belmont Hall, was used for University classes for several years until a more suitable permanent facility could be constructed. When Shannon Hall was opened in 1967, Belmont Hall was closed and has been unused since that time.

About four years ago a plan was developed to renovate Belmont Hall as a student activities center and special purpose (art studios, etc.) academic building. A small amount of money was raised locally and the Ohio Legislature appropriated \$100,000. Detailed planning showed that much more would be required for a complete renovation, perhaps over \$800,000.

During this period the Belmont Technical College was growing and required additional space for new technical education programs. It was decided to investigate the possibility of getting State and Federal funds to remodel Belmont Hall for joint use by the two schools. This did not appear feasible but out of the effort came an appropriation for a new building, \$500,000

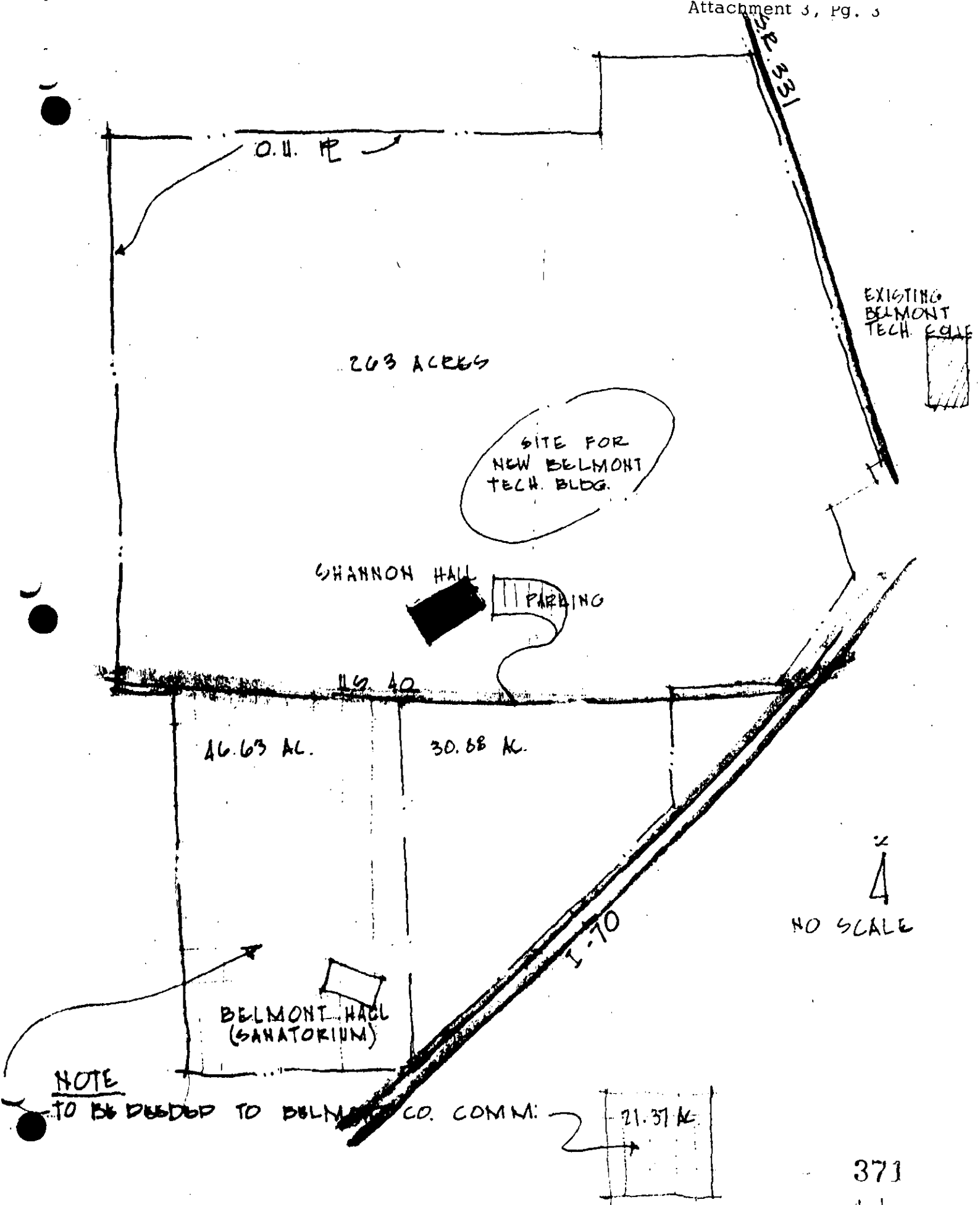
from the Appalachian Regional Commission and \$500,000 from the State of Ohio to house technical education programs of Belmont Technical College and some general purpose laboratories for both institutions.

In accordance with policies of the Board of Regents and in order to most conveniently serve all of the students who will use it, the new building should be located on our campus somewhere generally between Shannon Hall and the present Technical College building. The first resolution should make this possible. It provides that the Technical College may locate its facility on the main portion of our campus subject to the approval by the Board of all detail plans. It is similar in effect to the arrangement approved previously for the Zanesville campus. There is some difference in the way the leased property is described. We have attempted here not to transfer complete control of a specific area but merely to grant a "right to use" the general campus area under certain conditions. We feel this will be a simpler and more flexible arrangement while preserving the University's rights.

The need for space by the Technical College is immediate and acute. With Belmont Hall standing idle it seems desirable to allow its use by our neighboring institution. The second resolution is intended to permit this use at no cost to the University until the new building is designed and built. At present we estimate this to be about September 1975.

Several times during the period that Belmont Hall has been empty we have been approached by the Belmont County Commissioners regarding the possibility of returning the building and grounds to them. They need an additional facility for various county offices and social service activities. So long as it was planned to convert it to an academic facility, this was not considered. However, now that a new building has been funded there is no immediate or foreseeable long range need for the building for either the University or the Technical College. Its location is inconvenient and this area will not likely be involved in any future development. Area legislators who supported the appropriation for the new building, have indicated a desire to have us cooperate in this fashion and have informed us informally that they will introduce and support the required legislation to accomplish the transfer. Revenue sharing funds are available to the County for renovation. The future use by the County will be consistent with the plan to develop the area for educational and public purposes.

njr



OHIO UNIVERSITY
INTER-OFFICE COMMUNICATION

DATE November 2, 1973TO Dr. Claude R. Sowle, PresidentFROM Wm. Charles Culp, Vice President for Administrative Services *WCC*SUBJECT SELECTION OF ARCHITECTS FOR CONVERSION OF
LIBRARY SPACE - CHILLICOTHE CAMPUS

The new Student Activities/Learning Resources building which is nearing completion on the Chillicothe Campus will include space for the library which is now located in Bennett Hall. Plans have been made to utilize the vacated space in Bennett Hall for technical training purposes, but some renovation work will be required before the space will be suitable for this purpose.

The total cost for the required renovation work has been estimated not to exceed \$100,000. This amount has been appropriated under Sub. H.B. 985, the capital improvements bill for the 1973-75 biennium.

Even though the scope and cost of the project is small, the standard procedure for selecting a consulting architect was followed. On October 17, 1973, three firms who had been recommended by the Director of the Ohio Department of Public Works (see attached letter dated September 26, 1973) were interviewed by a selection committee composed of Mr. Alan Geiger, University Facilities Planner, Mr. Luverne Lausche, University Architect and Engineer, and Mr. Stephen Phillips, Director of Student Services for the Chillicothe Campus.

It was the decision of this committee that the firm of Harpham-Elmer Partnership, Columbus, Ohio, be recommended to the Director of the Ohio Department of Public Works to serve as consulting architects for this project.

I concur with the recommendation of the selection committee and request that the item be placed on the Board of Trustees' agenda for the November 19 meeting.

WCC:nsa
 Attachments

*Approved
 for submission
 to the Board of
 Trustees
 [Signature]
 11/2/73
 372*



STATE OF OHIO
DEPARTMENT OF PUBLIC WORKS
ROOM 707, 65 S. FRONT STREET
COLUMBUS, OHIO 43215

September 26, 1973

Mr. L. F. Lausche
University Architect, Engineer & Planner
Ohio University
Athens, Ohio 45701

Re: Conversion of Old Library Space
Chillicothe Branch
Ohio University
Chillicothe, Ohio

Dear Mr. Lausche:

In compliance with your telephone request of September 24, 1973 to Mr. Carl E. Bentz, State Architect, the following is a roster of architects for you to interview for subject project:

Gene Swartz & Associates
249 S. Paint Street
Chillicothe, Ohio 45601

Jack D. Walters & Associates
5925 Sawmill Road
Dublin, Ohio 43017

Harpham-Elmer Partnership
22 East Gay Street - 5th Floor
Columbus, Ohio 43215

After you have interviewed the architects, please advise this department of your selection so that fees may be negotiated and encumbrances requested for the preparation of the architect's contract.

Sincerely,


R. A. NESSLINGER
Director

RAN:ab

cc: Mr. Carl E. Bentz
Mr. Joseph J. Sommer
Mr. Henry L. Whitcomb
Gene Swartz & Associates
Jack D. Walters & Associates
Harpham-Elmer Partnership

Section II

THE AIMS OF OHIO UNIVERSITY

Introductory Comments

This section of my report presents a proposed Statement of Aims of Ohio University.

I wish to emphasize that this statement is a draft. Recommendations for change from both individuals and groups are encouraged and should be submitted to me no later than November 9, 1973. Upon completion of the revision process, the statement will be presented to the Board of Trustees for consideration and action.

Following Board action on the Statement of Aims, complementary statements of goals and objectives for the various areas of the University will be put in final form, centrally reviewed, and approved. Work on this task already is under way in some areas. For example, Dr. Culbert's Proposal for Academic Policy, which was presented in June and has since undergone several revisions, signalled the beginning of the process in the academic area.

Many persons and groups have contributed both directly and indirectly to the Statement of Aims presented here. I am particularly indebted to the Goals Committee and its predecessor, the Aims and Objectives Committee. Both groups were ably chaired by Dean John M. Peterson.

The basic purpose of Ohio University and the primary mission of its faculty and staff are to provide for the students of the University a learning environment conducive to the stimulation and development of their intellectual capabilities and the enhancement of their capacities for responsible and effective citizenship through moral, emotional, cultural, and social growth.

Quality

1) In all of its endeavors, the University will place maximum emphasis upon the maintenance of quality in its learning environment.

2) Challenge and rigor will be fundamental to the University's academic offerings. Students will be expected to dedicate themselves to meeting the standards of the institution, and their

progress and achievement will be regularly and carefully evaluated. Students demonstrating either inability or unwillingness to respond to the academic requirements of the University will be excluded from the institution.

3) The University will acknowledge as its first priority the maintenance of a faculty of appropriate size which possesses high professional competence and is dedicated to the achievement of the institution's academic aims.

(a) In order to attract and retain a faculty of the highest quality, faculty compensation will be maintained at or above competitive levels and will be responsive to individual merit evidenced by high standards of teaching and scholarly performance. University-wide recognition will be accorded persons demonstrating unusual effectiveness in teaching and scholarship.

(b) Faculty evaluation, which will be rigorous and systematic, will be particularly intensive when decisions are to be made with respect to initial appointment, contract renewal, adjustment of salary, promotion, and the granting of tenure. A system of student evaluation will be utilized as part of any regular review of teaching performance.

4) A highly qualified and effective administrative staff, functioning in a support role, is essential to achievement of the University's educational and service aims. Such a staff, adequate in size to meet its responsibilities and aided by appropriate numbers of classified employees, will be maintained. Performance of staff members will be regularly and carefully evaluated. Compensation and advancement of administrative personnel will be based upon individual merit.

5) At all levels, the University will maintain programs, both formal and informal, aimed at developing in its personnel that level of knowledge and skill necessary to the achievement of the University's aims. Such programs will emphasize that the University is a service organization and that, as such, its dealings with students, parents, alumni, area residents, and others must be characterized by competence, courtesy, friendliness, and cooperation.

Recruiting, Admissions, and Enrollment

6) Consistent with economic imperatives and legal requirements, the University will emphasize quality and diversity, rather than quantity, in its recruiting, admissions, and enrollment policies.

7) In order to retain the strengths and advantages of an institution of medium size, the University will seek to maintain on its Athens campus an enrollment of no fewer than 15,000 students and no more than 17,500 students.

8) Enrollment levels at the University's regional campuses will remain flexible and responsive to the needs of the areas served, subject to limitations of space and resources.

9) During the summer quarter, the University will maintain viable and diversified academic programs on its Athens and regional campuses, targeting enrollment levels no less than one-third those achieved during the preceding academic year.

10) The University's recruiting efforts will be expanded and intensified and will place particular emphasis upon attracting students who have manifested both strong intellectual capability and motivation and leadership skills.

11) In order to provide maximum intellectual, cultural, and social stimulation for its students, the University will attempt to maintain on its Athens campus an enrollment of students from states other than Ohio and from foreign countries approximating 20 per cent of total undergraduate enrollment.

12) In recruiting and admissions, appropriate consideration and encouragement will be given to persons with socio-economic disadvantages, veterans and others outside the traditional college age group, transfer students, and persons with demonstrated special talents.

Undergraduate Programs

13) The University will emphasize on its Athens campus an array of high quality, interdependent, mutually reinforcing undergraduate liberal arts and professional programs. These programs will draw heavily upon the tradition of the arts and sciences, take cognizance of the contemporary world as well as the historical past, be characterized by intellectual challenge and demand, and offer students alternative means of achieving their goals.

14) The University will provide a broad range of degree programs both in the recognized disciplines and in emerging areas of study. The programs will make available to students:

(a) A broad acquaintance with related fields of knowledge and the various modes of understanding human experiences.

(b) A deep understanding of theoretical foundations and disciplinary tools.

(c) A firm grasp of the concepts and principles necessary to function with effectiveness in a variety of progressively more challenging positions within a selected field of endeavor.

15) As an integral part of its undergraduate programs, the University will offer its students a variety of flexible study options, including student-designed, faculty-approved degree programs permitting various combinations of subjects, special subject area concentrations, interdisciplinary studies, course credit by examination, and other carefully devised and properly evaluated innovative learning opportunities. Resources will be allocated on a regular basis to support innovation and experimentation in the teaching and learning process.

16) The advising and counseling of students will be an essential part of the responsibilities of each faculty member. Effective student utilization of the academic resources of a complex institution requires an aggressive, coordinated, personalized, and responsive advising system in which both the faculty and the academic staff play important roles.

17) Emphasis will be placed upon improving the effectiveness of the instructional process by encouraging increased faculty utilization of media resources and instructional technology.



Graduate Programs

18) The University will offer graduate programs which reflect the academic strengths of the institution, further the educational objectives of the undergraduate curriculum, and respond to the established and emerging needs of society. In allocating resources for graduate study, funding for improvement and expansion of existing graduate programs will be given priority over, but not preclude, investment in new programs.

Research

19) In recognition of the importance of research to the vitality and enrichment of its academic programs, as well as to the advancement of knowledge, the University will support academic research and regard it as an important part of the professional activities of faculty members in all disciplines and fields of specialization.

20) Grants and contracts will be sought and utilized for research whenever the research programs, learning programs, and resources of the University are enhanced, and a policy of free inquiry and public disclosure is respected.

Library

21) The library, because of the central role it must play in achieving the academic aims of the University, will be accorded high priority in the allocation of institutional resources.

Campus Life

22) The University will strive to maintain a campus environment that encourages the fullest possible personal and professional development of all members of the University community. In pursuit of this objective, the University will recognize its obligation to students not only to promote intellectual development but also to encourage responsible and effective citizenship through moral, emotional, cultural, and social growth.

23) Opportunities will be provided for faculty members, students, administrators, classified personnel, alumni, and area residents to participate in shaping University policy and direction and to offer advice and counsel to the President and Board of Trustees through community and constituency responsibility in governance.

24) Adherence to such laws, regulations, guidelines, and safeguards as may be necessary to protect the safety, health, rights, and privileges of members of the University community will be expected. Consistent with the requirements of due process, those found unable or unwilling to comply with such requirements will be excluded from the University community.



25) Political, social, and cultural interaction between the University community and society will be encouraged.

26) Recognizing that physical surroundings are an important contributing factor in the accomplishment of the University's aims, campus aesthetics—the development and maintenance of a clean, attractive, and functional campus—will be stressed.

27) Recognizing that its non-urban setting not only confers special advantages but also imposes special responsibilities, the University will provide for students an appropriate range of social experiences and personal services. The nature, content, and periodic modification of such programs and services will be based upon continuing study and research relating to student characteristics, attitudes, and needs.

(a) Residential facilities and related services will be provided for undergraduate, graduate, and married students, and every effort will be made to maximize the utilization of such facilities. In seeking to achieve fully the University's potential for the creation of a highly satisfying living-learning experience, such matters as comfort, privacy, attractiveness, and the creation of an environment conducive to effective study will be emphasized.

(b) Health and other supporting personal services will be provided.

(c) A comprehensive program of advice and counsel will be provided on matters



of academic, extracurricular, and personal concern.

(d) In order to assist students in meeting the costs of higher education, scholarship, loan, and student employment programs will be maintained.

(e) A broad range of extracurricular opportunities will be provided for groups as well as individuals. These will include lectures, cultural events, entertainment, diverse student groups, activities, and professional societies, indoor and outdoor recreational facilities, and organized sports, both intramural and intercollegiate.

Regional Education

28) The University will provide a regional program of higher education designed to serve the needs and aspirations of the people of South-eastern Ohio. This program will be reflective of the institution's responsibilities under current state higher education policies and will be based upon the assumption that there will continue to exist in the localities concerned a firm consensus as to the need for and desirability of maintaining such arrangements.

29) A broad range of higher education programs will be offered at convenient locations on regional campuses and at residence credit centers.

(a) The primary program emphasis at each of the regional campuses will be the offering of comprehensive lower division curricula. A general education base will be provided for a sound liberal education, including selected courses to prepare students for continuing study in a variety of major fields.

(b) Careful consideration will be given to the offering of selected upper division and graduate courses in those fields where adequate educational resources exist, there is sufficient demand, and it is difficult for students to attend classes on the Athens campus or at some other university.

(c) Specialized or technical associate degree programs will be offered where resources, community needs, and student demand are sufficient. In locations where technical colleges exist, duplication of programs will be avoided and cooperative efforts will be encouraged.

30) Each regional location will provide a campus environment. This will include not only a favorable physical setting in terms of grounds, buildings, classrooms, and equipment but also an extracurricular program that will provide for the total growth and development of students. Also, it is expected that the programs and facilities

will serve as community focal points for educational and cultural interests and community enlightenment and progress.

Extension Efforts

31) The University will provide a comprehensive extension program including continuing education, independent study, workshops, conferences, and institutes, and other nontraditional education opportunities.

(a) In the discharge of its broader responsibilities as a public institution and because of the educational, financial, recruiting, and other advantages accruing to the institution, the University will emphasize and give high priority to the task of attracting workshops, conferences, and institutes to its Athens and regional campuses. Such activities, as well as other extension and continuing education programs and offerings, will provide those who are not regular University students with broadened opportunities for intellectual, professional, aesthetic, and recreational development.

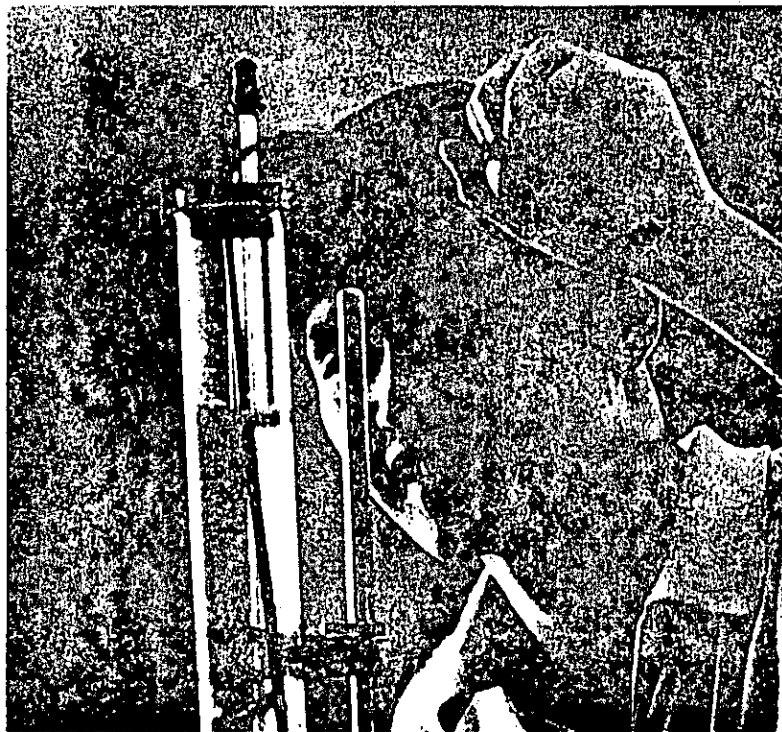
(b) As a part of its service role in the state system of higher education, the University will provide a correspondence study program for the benefit of those whose needs are not met through resident offerings.

(c) Because outreach in educational programming has long been a part of the tradition and competence of the University, the institution will, in response to authorization by the Board of Regents and the provision of adequate special funding, coordinate efforts throughout the state to meet the increasingly apparent need for nontraditional, extended learning opportunities for those persons whose situations and responsibilities deny them access to higher education in its more traditional form.

Telecommunications

32) The University will operate a Telecommunications Center engaged in public broadcasting as well as in education, research, and administrative support services.

(a) Broadcasting activities will be conducted in close cooperation with the degree programs in radio and television in order to provide laboratory facilities and related support for students.



(b) The services of the Telecommunications Center will be made available to support teaching, research, and administrative programs through systems design consultation, operation of central production and distribution facilities, and maintenance of related TV systems at various locations.

(c) As licensee of WOUB-AM, WOUB-FM, WOUB-TV, and WOUC-TV, the University will offer a variety of programs designed to serve the interests and needs of the audiences of these stations.

Public Service

33) The University will recognize and respond to its responsibilities in the area of public service, particularly in Southeastern Ohio, not only by encouraging individual efforts on the part of members of the University community but also by selectively bringing to bear upon the problems of the region the unique resources, competences, enthusiasms, and influences of a major university.

Affirmative Action

34) The University will persevere in its efforts to bring about fundamental and positive attitudinal changes with respect to the important role to be played by women and members of

minority groups both within the University community and in society. The University will actively encourage the enrollment of women and members of minority groups, particularly in fields that traditionally have not attracted or encouraged such persons, and will maximize its efforts to recruit, hire, and advance at all levels within the ranks of the faculty, administration, and support staff qualified persons drawn from such groups.

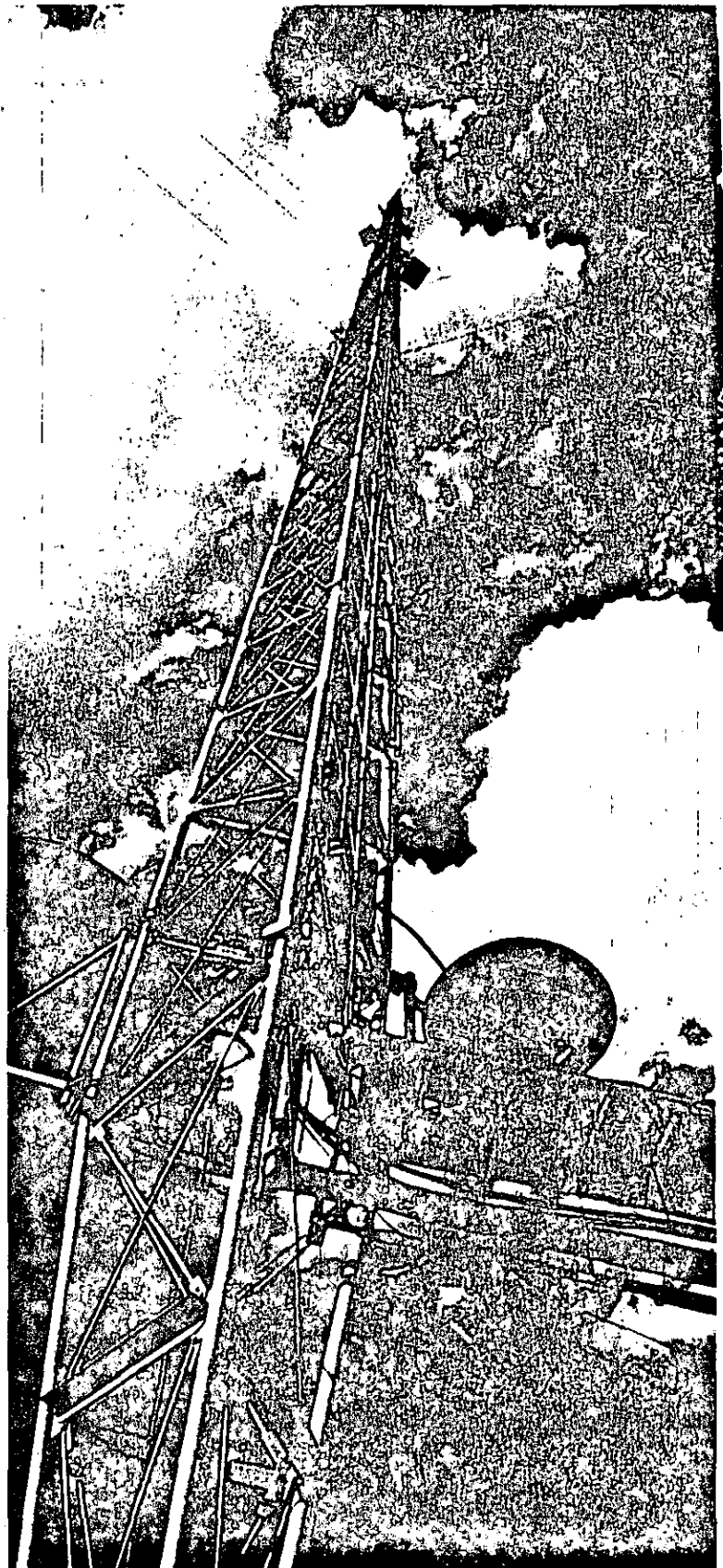
External Relations

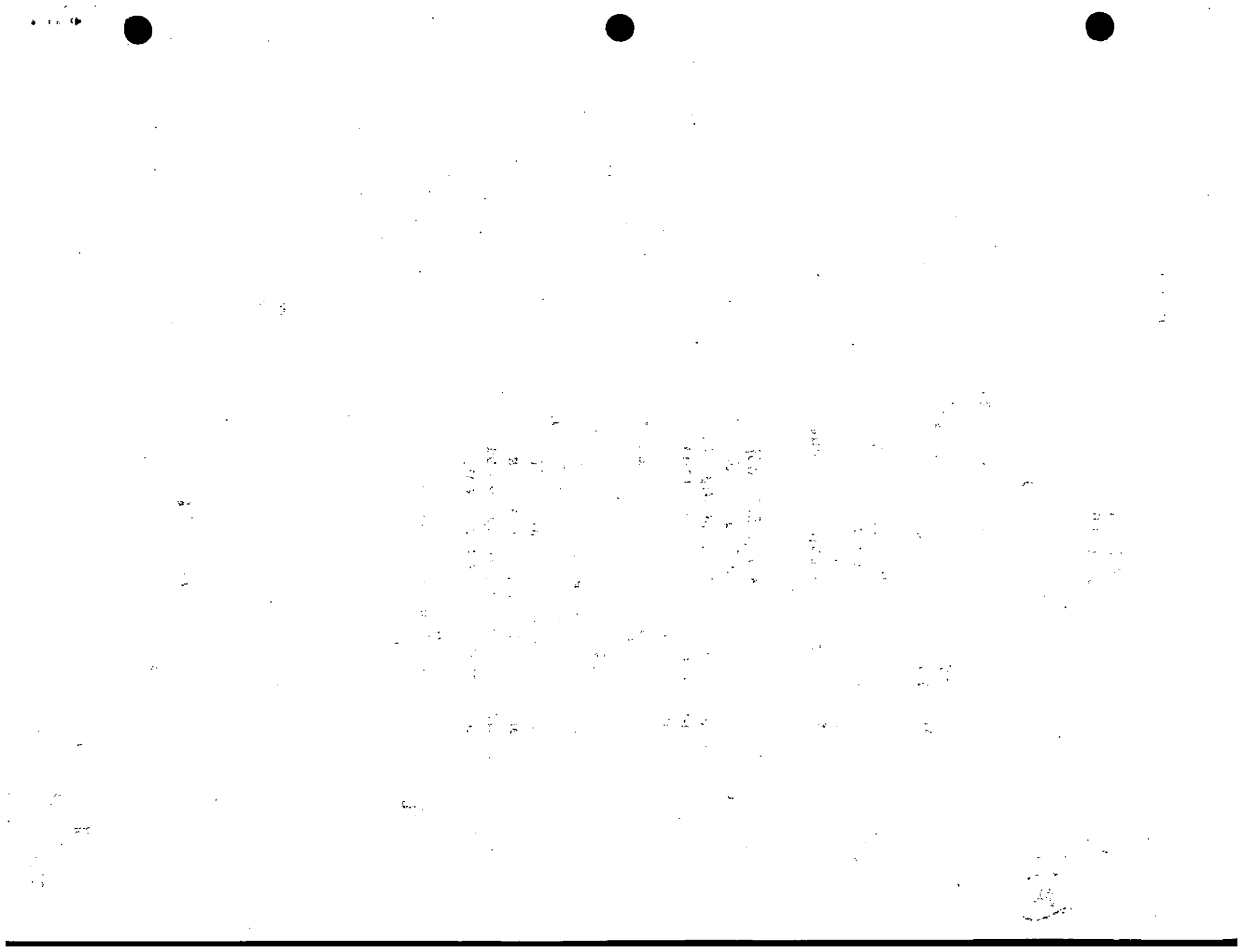
35) With appropriate guidance, coordination, and support, the members of the University community—faculty, students, and staff—will intensify their efforts to relate with maximum effectiveness to potential students, parents, administrators, teachers, and counselors in the secondary schools, alumni, potential employers, government officials, and the general public. The basic purpose of such efforts will be to bring the image of the University into conformity with its reality—an exciting institution blessed with great strengths, noble traditions, and a distinguished history.

36) The University will provide leadership, particularly at the state level, in the development of sound and enlightened government policies relating to higher education. Primary emphasis will be placed upon the urgent need for financial support commensurate with the fundamental role higher education must play in the development of a sound, progressive, and prosperous society. Stress also will be placed upon the need for advance funding commitments, coordination of capital and operating appropriations, and recognition of the significant variations in fiscal requirements among institutions of higher education based upon differences in location, level of available community services, age of physical plant, and overall mission.

37) Recognizing the social and economic interdependence that exists between the University and Athens communities, the University will strive to maintain strong, effective, and mutually beneficial relationships with both the public and private sectors of the Athens community.

38) The University will devote significant effort to the task of attracting increased financial support not only from government sources but also from alumni, friends, foundations, and businesses. Although primary reliance will be placed upon annual giving efforts, capital campaigns also will be undertaken at appropriate intervals. Special attention will be paid to the identification and successful solicitation of major donors.





MW: ① X/C to St. Admin. &

Mrs. Black -

OHIO UNIVERSITY

CUTLER HALL

ATHENS, OHIO 45701

NOTE

approval

below. (*)

② Rele:

November 27, 1973

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PRESIDENTS OFFICE

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DEC 3 1973

OFFICE OF THE PRESIDENT

117-A.

Mr. William R. Morris
Chairman, Board of Trustees
Ohio University
1111 East Broad Street
Columbus, Ohio 43215

Ans 12/3/73

Dear Bill:

Based upon discussions at the recent Board Seminar, I propose the following changes in the University's Statement of Aims (additions are underlined):

4) A highly qualified and effective administrative staff, functioning in a support role, is essential to achievement of the University's educational and service aims. Such a staff, adequate in size to meet its responsibilities and aided by appropriate numbers of classified and student employees, will be maintained and compensated at or above competitive levels. Performance of staff members will be regularly and carefully evaluated. Compensation and advancement of administrative personnel will be based upon individual merit.

19) In recognition of the importance of research to the vitality and enrichment of its academic programs, as well as to the advancement of knowledge, the University will support academic research and regard it as an important part of the professional activities of faculty members in all disciplines and fields of specialization. Administrative research which contributes to achievement of the University's educational and service aims also will be encouraged and supported.

With respect to the final change suggested -- a reference to our international programs -- I would prefer to submit this to you later. We currently have a number of possibilities and approaches under discussion, and therefore I believe I could draft a better statement once these discussions are completed.

Bill, if you have no objection to the changes noted above, will you please so indicate on the enclosed copy of this letter and return the copy to me.

With high regard and best wishes, I am,

Cordially,

Claude R. Sowle
President

CRS mw
Enclosure

cc: Senior Administrators
Mrs. Black

Charles
John great
Bill
(*)