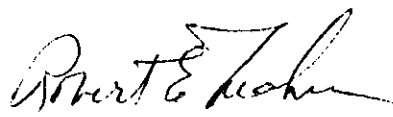


OHIO UNIVERSITY
ATHENS, OHIO 45701

BOARD OF TRUSTEES

September 23, 1980

TO: Those listed below*

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

SUBJECT: Minutes of the September 20, 1980, Meeting of the Board

Enclosed for your file is a copy of the September 20 minutes. This draft will be presented for approval at the next regular meeting of the Board.

REM:vg

Enclosure

* Chairman and Members of the Board
Mr. Johnson
Mr. Axline
Dr. Ping
Mr. Mahn (2) ✓
Dr. Bucklew
Mr. Peebles
Mr. Kurlinski
Dr. Harter
Mr. Kennard
Archivist (2)
Resident Auditor
Mr. Burns

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

Saturday, September 20, 1980, 1:30 P.M.
Room 208, Shannon Hall
Belmont Campus of Ohio University

I. ROLL CALL

All members were present, namely, William A. Lavelle, Chairman, Milton J. Taylor, Vice Chairman, Frank C. Baumholtz, G. Kenner Bush, Priscilla S. D'Angelo, Dean W. Jeffers, J. Grant Keys, William D. Rohr and Donald A. Spencer.

President Charles J. Ping and Secretary Robert E. Mahn also were present. Robert P. Axline, Jr., who sits with the Board by invitation as President of the Ohio University Alumni Board of Directors, also attended.

II. APPROVAL OF MINUTES OF THE
MEETING OF JUNE 21, 1980
(previously distributed)

Chairman Lavelle, determining that there were no corrections for the minutes, declared them approved as distributed.

III. COMMUNICATIONS, PETITIONS AND MEMORIALS

There were no communications, petitions or memorials.

IV. ANNOUNCEMENTS

There were no announcements.

V. REPORTS

President Ping introduced the persons indicated for the reports listed.

- A. Preliminary Report on Enrollment--Provost Neil Bucklew, **334**
- B. Marketing Study Information on Freshman Class --Dr. Bucklew
- C. Affirmative Action--Dr. William Y. Smith, **337**
- D. Update on Pilot Project on Experiential Learning--Dr. Elizabeth Menson, **353**
- E. Preview of National Television Independent Study Project--Vice Provost James C. Bryant

Copies of reports distributed by presenters are filed with the official minutes.

VI. UNFINISHED BUSINESS

The Secretary reported no unfinished business.

VII. NEW BUSINESS

Chairman Lavelle stated that Board committees as constituted for 1980-81 had, at their respective meetings, discussed those matters now being presented to the Board. Chairmen, or committee members designated by them, were invited to present the matters for action.

A. BUDGET, FINANCE AND PHYSICAL PLANT COMMITTEE MATTERS

1. SCOTT QUADRANGLE

In introducing the resolution pertaining to Scott Quadrangle, Mr. Jeffers stated that the matter was not new to members. He recalled that it had been dealt with at meetings on July 6, 1979, April 12, 1980, and June 21, 1980. He reported that it had again been discussed fully in Committee of the Whole on September 19, and following that by the Budget, Finance and Physical Plant Committee which had responsibility for presenting it to the full Board. Normally, he said, the Committee would have recommended approval or rejection, but that consensus had not been reached, and that it was being presented for approval or rejection, with a view of finality in the matter. Much emotion, he said, had been involved in previous discussions and he hoped members would vote their judgments rather than their emotions. He then read the resolution.

1. SCOTT QUADRANGLE LEASE

RESOLUTION 1980--543

WHEREAS, The Ohio University Board of Trustees passed Resolution 1980-523, on April 12, 1980, authorizing the President to develop a proposal for a long-term lease with Jemo Associates for the purpose of renovating Scott Quadrangle into a facility for elderly housing, and

WHEREAS, The Ohio University Board of Trustees further passed Resolution 1980-534 on June 21, 1980, amending Resolution 1980-523 in order to have the President present the final terms of the lease agreement to the Board for approval, and

WHEREAS, the final terms of the lease agreement have been negotiated between the University and Jemo Associates, which are set forth in the Lease (Exhibit A) and the Renovation and Relocation Agreement (Exhibit B),

NOW, THEREFORE, The Ohio University Board of Trustees, pursuant to its authority under Section 123.77 ORC, hereby approves the terms of the Lease and authorizes the President or his designee to arrange for execution of the Lease and related agreements by the appropriate State of Ohio and University officials.

Mr. Keys moved approval of the resolution. Mr. Spencer seconded the motion.

Mr. Keys called the question, and on roll call the following votes were cast:

Baumholtz	No	Keys	Yes
Bush	No	Rohr	No
D'Angelo	Yes	Spencer	Yes
Jeffers	No	Taylor	No
Lavelle	Yes		

The vote being 5 No and 4 Yes, the Chairman declared the motion defeated.

TO: The President and Board of Trustees
FROM: John F. Burns, Director/Legal Affairs
SUBJECT: Lease of Scott Quadrangle to Jemo Associates, Inc.: Summary of Provisions of the Lease.

Pursuant to Resolutions 1980-523 and 1980-534 The Board of Trustees has authorized the President to develop a proposal to lease Scott Quadrangle to Jemo Associates, Inc. to develop Scott Quadrangle into a facility for elderly housing pursuant to HUD's Section 8 and mortgage insurance programs. The negotiations regarding this proposal have proceeded to the point where the terms of the lease of Scott Quadrangle are ready to be presented to the Board for approval pursuant to Resolution 1980-534.

The proposed lease has been prepared pursuant to the University's authority to lease property under Section 123.77 ORC, which allows for the University to lease property through the Department of Public Works for up to eighty (80) years. The lease term for the lease with Jemo will be for twenty-five (25) years with an option in the lease for a renewal of twenty-five (25) years to meet the specific requirements of HUD regulations for mortgage insurance. I have personally reviewed and requested HUD to waive the fifty (50) year requirement for such leases, and I am of the opinion that pursuant to their statutory and regulatory authority, HUD can not be expected to waive this requirement. To resolve the fifty (50) year lease requirement the University has negotiated a provision that will allow it to "buy-out" or assume the mortgage with HUD's permission and regain use of Scott Quadrangle after approximately twenty (20) years into the lease. The twenty (20) years will be measured from the execution of the Housing Assistance Payments Contract (HAP Contract), which is part of HUD's Section 8 Program to provide subsidized rent to low-income and handicapped elderly; this contract will be executed a year or so after the execution of the lease when construction is completed, which means the buy-out can first be initiated at some time in the twenty-first

(21st) year of the lease. At the current projected 9% interest rate under Jemo't financing plan the "buy-out" at the end of the twenty-first (21st) year will be \$3,892,960.55; at the twenty-fifth (25th) year \$3, 535,855.53 and at the thirtieth (30th) year \$2,865,593.39. Under the present financing plan the planned forty (40) year mortgage will be paid off in approximately the thirty-eighth (38th) year due to the bond reserve fund which will be escrowed at compounded interest rates allowing the bondsholder to be paid off early and cancel the mortgage. After the mortgage is paid off the University will pay only an administrative fee of \$100.00 if it chooses to regain possession of the facility. To execute the buy-out, ~~or~~ possibly assume the mortgage, and regain the use of Scott Quadrangle the University will give twelve (12) months notice to Jemo and this period will be used to make final arrangements for the University to take over the facility. Along with the \$825,000 prepaid lease payment, which will be used to renovate and relocate the present occupants of Scott Quadrangle according to a Renovation and Relocation Agreement with Jemo, the above points are the basic elements of the proposed lease.

There are a number of other aspects of the lease which have been negotiated in accordance with the eight (8) considerations detailed in Resolution 1980-523. Particularly, as to (1) the "buy-out" after the twenty-first (21st) year of the lease protects the University from an extensive long term lease, with the "buy-out" provision designed to pay for the value of improvements placed in Scott Quadrangle by Jemo, (2) paragraph 11 of the lease allows the President to approve all plans and specifications regarding the construction of Scott Quadrangle (including all exterior architectural considerations); (3) paragraph 12 calls for Jemo to provide for a replacement reserve pursuant to HUD regulations, and to spend it ⁱⁿ consultation with the University; (4) a Renovation and Relocation Agreement, with terms to be approved by the President, must be agreed to by the University before the project proceeds; (5) the

Renovation and Relocation is proceeding in accordance with the Space Utilization and Management Plan; (6) the "buy-out" provisions relate to (1) above; (7) Jemo, through its management plan, must provide the University with management reports detailing the programs and services to be offered; and (8) Jemo must provide the University with copies of all waivers required to make Scott Quadrangle an acceptable facility under paragraph 11 of the lease.

In my opinion the considerations set forth by the Trustees have been more *than* adequately met in negotiating this lease. The Renovation and Relocation Agreement is progressing where the University staff can be reasonably assured that the \$825,000 prepaid lease payment will be adequate to provide for the renovation and relocation costs; and Mr. Alan Geiger's accompanying memorandum will further detail this matter.

Please review the attached lease and if you have any questions the University staff will be available at the meeting and before to answer any of your questions.

STATE OF OHIO LEASE

THIS INDENTURE OF LEASE, made and entered into this _____ day of _____, 1980, in the City of Columbus, in Franklin County, Ohio, by and between the State of Ohio, through its Department of Administrative Services, approved by the Attorney General, signed by the Governor and all officers of the State of Ohio, acting and on behalf of said State, hereinafter referred to as the Party of the First Part, and Scott Quad, Ltd., an Ohio limited partnership, its successors and assigns, whose address is 6120 Sunbury Road, Westerville, Ohio, 43081, hereinafter referred to as the Party of the Second Part, Witnesseth:

WHEREAS, the Department of Administrative Services has found that the real estate, Scott Quadrangle, hereinafter described, is the property of the State of Ohio, under the jurisdiction of Ohio University; and,

WHEREAS, the said President and Board of Trustees of Ohio University on April 12, 1980, approved the granting of this lease for the purpose of remodeling and rehabilitating Scott Quadrangle for Housing for the Elderly of the Athens, Ohio, community; and, on _____, 1980, approved the Lease.

WHEREAS, the Director of Administrative Services has determined that the use of said real estate, if leased for the purposes herein stated, will not materially injure or interfere with the maintenance of any of the adjacent State land; and is in the best interests of the Ohio University.

WHEREAS, the Party of the First Part, having considered such application of said Second Party, duly resolves to lease such real estate for the initial term of twenty-five (25) years commencing on the date of execution, upon the terms, conditions and restrictions hereinafter set forth, with an option to renew for another twenty-five (25) year term. NOW, THEREFORE:

The Party of the First Part hereby leases to the Party of the Second Part, its successors or assigns, the real estate herein described, together with the right and privilege to said Second Party, its successors or assigns, to occupy and use said real estate under the conditions and restrictions as hereinafter set forth, said lease being described as follows:

Situated in the City of Athens, County of Athens, State of Ohio. More particularly bound and described as follows: Being 52.0 feet of the southside of inlot 69, except 60 feet off the east end thereof, also lots 556 and 557 of the Curriers Vine Street Addition, except 6.0 off the east end thereof and all of Lots 558 and 559 and 560 of the Curriers Vine Street Addition. (Refer to Building Location and Topographical Survey included as Appendix A).

THIS LEASE IS GRANTED SUBJECT TO THE FOLLOWING CONDITIONS AND RESTRICTIONS:

(1) It is distinctly understood and agreed that the Party of the Second Part shall not permit the premises to be used for immoral purposes, nor allow to be sold commercially thereon any spirituous or intoxicating drinks under penalty of forfeiture of this lease.

(2) The Party of the Second Part agrees to indemnify and save harmless the Party of the First Part from any and all damages and claims arising out of any act, omission or neglect on the part of the Party of the Second Part or any of its agents during the continuance of this lease.

(3) The Party of the Second Part shall keep removed from the adjacent lands not subject to this lease any and all material or debris which may be deposited thereon by reason of the use of the premises leased herein by said Party of the Second Part, and the Party of the First Part, at any time, may remove such material or debris at the expense of the Party of the Second Part. The Party of the Second Part agrees to maintain the exterior of any buildings herein being leased and agrees to keep the grass and walkways, on the said real estate, cut in the summer and any driveways cleared of snow in the winter. The Party of the Second Part hereby agrees to keep the premises herein leased clean and sanitary and free from weeds, vines, deadfall, and debris of all kinds in compliance with this lease and other State and local requirements.

(4) The Party of the Second Part agrees that the real estate herein being leased shall be so used and maintained at all times as not to interfere with the maintenance of any part of the adjacent land of the State. It is also agreed and understood that Ohio University and the State of Ohio reserves the right to grant pole, pole line, communication line or cable, and pipe line leases or easements which do not interfere with the Party of the Second Part's uses of and improvements of the land, on and in the land herein leased, the same to be in connection with similar rights for like purposes over adjacent lands.

(5) The Party of the Second Part hereby agrees to pay, when due, any and all taxes and/or assessments duly levied against the herein described real estate, which are attributable to the premises during the lease term, including every building or other valuable structure erected thereon. Nothing in this lease contained shall require the Party of the Second Part to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of the Party of the First Part, or any income, excess profits or revenue tax, or any other tax, assessment, charge or levy upon the pre-paid rent payable by the Party of the Second Part under this lease.

(6) If the Party of the Second Part commits any act or permits anything to be done that is prohibited by any State or local regulation, the Party of the First Part shall notify the Party of the Second Part and the Party of the Second Part shall have thirty (30) days to correct the action so noted by the Party of the First Part or, if said action cannot be reasonably remedied within thirty (30) days and if the Party of the Second Part has commenced to diligently remedy said default, the Party of the Second Part shall have a reasonable time (not to exceed 180 days) to remedy said default. If the Party of the Second Part does not agree that the notification is proper it may request a review by the Director of Administrative Services who shall hear any of the Party of the Second Part's arguments and decide whether the notification is proper. If such notification is proper the Party of the Second Part will have thirty (30) days to remedy the matter or be considered in default of the lease, or if said default cannot be reasonably remedied within thirty (30) days and if the Party of the Second Part has commenced

to diligently remedy said default, the Party of the Second Part shall have a reasonable time (not to exceed 180 days) to remedy said default.

(7) The Party of the Second Part shall pay to the Treasurer of Ohio University at Athens, Ohio \$825,000 as the total lease payment required hereunder, in advance, the payment being due as determined by Ohio University and the Party of the Second Part.

(8) It is also further agreed and understood that, if said Second Party fails to comply with any of the conditions of this lease as herein set forth, then this lease shall, at the option of the said Party of the First Part hereto, become null and void, and it is expressly agreed and understood that the receipt of further rent after any act of forfeiture hereof by the Party of the Second Part hereto shall not be held to be a waiver by the Party of the First Part of its right to declare such forfeiture and cancel this lease. Provided, however, that, before any termination by the Party of the First Part pursuant to this paragraph, the Party of the First Part shall notify in writing the Party of the Second Part of the alleged failure to comply and the Party of the Second Part shall have thirty (30) days in which to remedy such failure or, if such failure cannot be reasonably remedied within thirty (30) days and if the Party of the Second Part has commenced to diligently remedy said failure, the Party of the Second Part shall have a reasonable time (not to exceed 180 days) to remedy said failure.

Upon any default under this lease which authorized the cancellation thereof by the Party of the First Part, it shall give notice to the mortgagee and the Federal Housing Commissioner, and the mortgagee and the Federal Housing Commissioner, their successors and assigns, shall have the right within any time within one hundred and eighty (180) days from the date of such notice to correct any default and reinstate the lease unless the Party of the First Part has first terminated the lease as provided herein. At any time after sixty (60) days from the date a notice of default is given to the mortgagee and the Commissioner, the Party of the First Part may elect to terminate the lease and acquire possession of the demised premises. Upon acquiring possession of the demised premises the Party of the First Part shall notify Commissioner and mortgagee. Mortgagee and Commissioner shall have one hundred and eighty (180) days from the date of such notice of acquisition to elect to take a new lease on the demised premises. Such new lease shall have a term equal to the unexpired portion of the term contained in this lease, and shall be on the same terms and conditions as contained in this lease, except that the mortgagees and Commissioner's liability for ground rent (pre-paid pursuant to paragraph (7)) shall not extend beyond their occupancy under such lease. The Party of the First Part shall tender such new lease to the mortgagee or Commissioner within thirty (30) days after a request for such lease and shall deliver possession of the demised premises immediately upon execution of the new lease. Upon executing a new lease the mortgage or Commissioner shall pay to Ohio University any unpaid fees due or that would have become due under this lease to the date of the execution of the new lease, including any taxes which were liens on demised premises and which were paid by the Party of the First Part, less any net rentals or other income which the Party of the First Part may have received on account of this property since the date of default under this lease. With respect to such election to take a new lease in case of default; or in any instance where a new lease is considered by the mortgagee and/or the Federal Housing Commissioner; and in conjunction with paragraph (20) of the lease the Party of the First Part, through the President

of Ohio University, the mortgagee and the Federal Housing Commissioner, may consider Ohio University as the new lessee in conjunction with its authority to terminate this lease and assume or payoff the unamortized portion of the Party of the Second Part's mortgage.

(9) All notices, demands and requests which are required to be given by the Party of the First Part, the Party of the Second Part, the mortgagee or the Commissioner shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to the address of the Party as given in this instrument unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given.

(10) It is further distinctly understood and agreed that this lease shall not be assigned, transferred to sublet, or the principal use of the premises be changed from housing for the elderly without the written consent of the Federal Housing Commissioner, the Director of Administrative Services and the President of Ohio University. If such assignment, transfer or subleasing has been approved by the Federal Housing Commissioner, the Director of Administrative Services and President of Ohio University's approval will not be unreasonably withheld. Further, the Party of the Second Part agrees that it may not refinance its mortgage indebtedness during the term of its mortgage without the written consent of the President and Board of Trustees of Ohio University.

(11) The Party of the First Part, through the President of Ohio University, must approve the plans and specifications for the initial rehabilitation of the leasehold facility prior to start of construction. The President of Ohio University or his designee shall be consulted during the preparation of the working drawings of the plans and specifications; and the plans and specifications will be submitted in a form and detail adequate for approval and to meet the requirements of HUD. Any deviations during construction from the approved plans and specifications which require HUD approval must receive prior approval of the President of Ohio University or his designee; and changes not requiring HUD approval affecting design, structural or qualitative changes will be done in consultation with representatives of Ohio University; and copies of all changes from the approved plans and specifications will be provided to Ohio University, along with copies and/or descriptions of all waivers granted by the Federal Government, State of Ohio, and City of Athens and any other governmental agency approving Scott Quadrangle as a facility acceptable for use and renovation for providing housing for the elderly. The President of Ohio University or his designee may formally inspect the construction on at least a monthly basis. The Party of the Second Part agrees to not make any alterations or additions to the premises after the initial rehabilitation without the written approval of the President of Ohio University. Further, the parties agree to establish a construction schedule and construction must start, as a condition of this lease, within one (1) year of the date of execution; failure to start will result in immediate termination of this lease.

(12) The Party of the Second Part shall be responsible for any damage to the leased premises caused by the Party of the Second Part, its employees, residents, invitees, or agents; and the Party of the Second Part, pursuant to HUD regulations, procedures and documents applicable to the leased premises, which are incorporated by reference into this lease, agrees to inform and discuss with Ohio University the uses for the required reserve fund for placements and agrees to forward all inspection reports regarding the facility to representatives designated by Ohio University.

(13) During the term of this lease, the Party of the Second Part shall, at its sole cost and expense, carry and maintain a policy of fire and extended coverage insurance insuring any buildings for actual cash value and insuring all fixtures, furnishings, equipment, inventory, other personal property at any time located upon the premises, and all additions, alterations and improvements to the same, against damage and destruction by all causes generally insured against in policies of fire and extended coverage insurance written on properties in Athens, Ohio in the amount of 100% of the full insurable value thereof, as determined by the insurance company issuing such policy of insurance. Such policy of insurance shall bear an endorsement to the effect that the insurer agrees to notify the Party of the First Part not less than ten (10) days in advance of any modification or cancellation thereof. Such policy of insurance shall be issued by an insurance company, and shall be in form acceptable to the Party of the First Part. Upon the execution thereof, the Party of the Second Part shall deposit with the Party of the First Part such policy of insurance or certification thereof. Not less than ten (10) days prior to the termination date of such policy of insurance, the Party of the Second Part shall deposit with the Party of the First Part evidence satisfactory to the Party of the First Part of the renewal of such policy of insurance.

(14) During the term of this lease, the Party of the Second Part shall, at its sole cost and expense, carry and maintain, for the mutual benefit of itself, the State of Ohio, Ohio University and anyone claiming by, through or under the Party of the First Part, a policy of general liability insurance against claims for personal injury, wrongful death or property damage occurring on or about the premises provided to the Party of the Second Part hereunder, with minimum amounts of coverage of \$1,000,000 on account of bodily injury to or death of more than one person as a result of any one accident or disaster, and \$1,000,000 on account of damage to property. Such policy of insurance shall bear an endorsement to the effect that the insurer agrees to notify the Party of the First Part not less than ten (10) days in advance of any modification or cancellation thereof. The Party of the First Part and the Party of the Second and anyone claiming by, through or under the Party of the First Part or the Party of the Second Part, shall be named as insured under such policy of insurance. Upon the execution thereof, the Party of the Second Part shall deposit with the Party of the First Part such policy of insurance or a certificate thereof. Not less than ten (10) days prior to the termination date of such policy of insurance, the Party of the Second Part shall deposit with the Party of the First Part evidence satisfactory to the Party of the First Part of the renewal of such policy of insurance. The Party of the Second Part agrees to review with the Party of the First Part during the term of this lease whether these minimum amounts of fire and extended coverage and liability insurance remain adequate, and to increase such amounts as needed during the lease term.

(15) Notwithstanding any provision herein to the contrary, so long as the premises hereinbefore described is subject to a mortgage insured or held by the Federal Housing Commissioner, insurance policies shall be in an amount and with such company or companies and in such form and contain such coverage as may be required by the holder of said mortgage or by the Federal Housing Commissioner. The Party of the First Part shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by the Party of the Second Part to the mortgagee.

The Party of the First Part may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be furnished by the Party of the Second Part.

(16) If all or any part of the demised premises shall be taken by condemnation that portion of any award attributable to the improvements or damage to the improvements shall be paid to the mortgagee or otherwise disposed of as may be provided in the insured mortgage. Any portion of the award attributable solely to the taking of land shall be paid to Ohio University. In the event of a negotiated sale of all or a portion of demised premises in lieu of condemnation, the proceeds shall be distributed and ground rents reduced as provided in cases of condemnation, but the approval of the Commissioner and the mortgagee shall be required as to the amount and division of the payment to be received.

(17) The Party of the First Part hereby authorizes Ohio University to enter into any and all agreements with the Party of the Second Part for utilities, such as steam and hot water, whose rates will be set on an annual basis by Ohio University and whose rates will not be arbitrary or unreasonable.

(18) The Party of the Second Part agrees to incorporate the Management Plan submitted to, and as amended from time to time, the Department of Housing and Urban Development as part of the Section 8 Rehabilitation Housing Program pursuant to HUD regulations which are incorporated by reference into this lease; and the Party of the Second Part agrees to submit all Inspection Reports dealing with management and operation of the facility to representatives designated by Ohio University and to jointly consult with such representatives as to improvements in such management and programming.

(19) This lease shall be for an initial term of twenty-five (25) years and the Party of the Second Part, providing Ohio University has not terminated this Lease during the initial term pursuant to paragraph (20) of this Lease, shall have an absolute, unconditional right to extend said initial term for an additional twenty-five (25) years, during which period the provisions of paragraph (20) continue to remain in effect. The Party of the First Part and the Party of the Second Part hereby agree that so long as the premises hereinbefore described is subject to a mortgage insured or held by the Secretary of Housing and Commissioner (the "Commissioner"), the holder of the insured mortgage or the Commissioner also shall have an absolute, unconditional right to extend said initial term for an additional twenty-five (25) years. At any time within one year prior to the expiration of the initial twenty-five (25) year term, the Party of the Second Part may give written notice to the Party of the First Part of the exercise of its right to extend the term of the lease for an additional twenty-five (25) years; provided, however that if the Party of the First Part has not received such written notice from

the Party of the Second Part within six (6) months prior to the expiration of the initial twenty-five (25) year term then the Party of the First Part shall immediately notify in writing the holder of the mortgage and the Commissioner of the failure of the Party of the Second Part to extend the said initial term; and, in such event, the holder of the mortgage or the Commissioner may exercise their respective rights to extend the said initial term for an additional twenty-five (25) years.

(20) At any time after twenty (20) years from the date of the start of payments under the Housing Assistance Payment (HAP) Contract between the Department of Housing and Urban Development and the Party of the Second Part, during the initial and subsequent renewal term of this lease, the President and Board of Trustees, acting by the President of Ohio University, may terminate this lease at a mutually acceptable date at least twelve (12) months from such date by giving written notification to the Party of the Second Part of its intent to terminate this lease. Before the effective date of such termination the President and Board of Trustees of Ohio University will assume or payoff the Unamortized Portion of the Party of the Second Part's mortgage. If the Party of the First Part, through Ohio University, assumes the Unamortized Portion of the Party of the Second Part's mortgage, with the permission of the Federal Housing Commissioner, the Party of the First Part will assume all the rights and obligations of the Party of the Second Part in such a manner that the leasehold interest will not be merged with the fee interest under Ohio law. The Unamortized Portion of the mortgage will reflect the payoff of the mortgage at said date of termination according to the amortization schedule for the Party of the Second Part's mortgage which is incorporated into this lease as Appendix B with any prepayment fees, penalties or other charges being assessed. (At the execution of this lease, Appendix B will reflect the projected financed costs for rehabilitation of the facility, based upon HUD's initial endorsement of the project; and Appendix B will be amended to reflect the final mortgage with the attendant amortization schedule). During the subsequent renewal term of this lease, after the Party of the Second Part has paid the mortgage indebtedness and amortized the mortgage according to the schedule in Appendix B, the President of Ohio University may give the Party of the Second Part written notice of at least twelve (12) months terminating this lease and Ohio University will pay a \$100.00 administration fee to the Party of the Second Part. If termination by Ohio University occurs at any time where there has been a full or partial prepayment of the mortgage the assumption or payoff at such termination date will be paid to the mortgagor and the Party of the Second Part. The Party of the Second Part will be paid the difference between the amount of the assumed or paid off mortgage and the amount that would have been paid at the termination date according to Appendix B, which reflects the prepayment amount.

(21) If the Party of the Second Part finances the renovation of Scott Quadrangle through the issuance of bonds, then any such debt service reserve funds that may be established pursuant to such issuance, will be viewed as follows with respect to termination according to paragraph (20). At the time of such termination after payoff or assumption of the Unamortized Portion of the Party of the Second Part's mortgage, and in light of any full or partial prepayment by the Party of the Second Part the status of the debt service reserve will be reviewed by the parties to determine whether such pay-

off or assumption will cause the Party of the Second Part taxable income due to potential distribution of the debt service reserve. If such distribution results in taxable income to the Party of the Second Part to the extent that taxable income is derived, the Party of the First Part will reimburse the Party of the Second Part such amount. The Party of the Second Part hereby agrees to give written notice to the Party of the First Part, with attendant verification of its taxable income derived from such distribution; and the Party of the First Part, through Ohio University, agrees to reimburse such amount pursuant to procedures agreed to by the parties.

(22) When termination of this lease occurs either due to expiration of its term or by the provisions set forth in paragraph 20 within the year before such termination pursuant to the lease term or pursuant to notice of termination given by the President of Ohio University, representatives of Ohio University and the Party of the Second Part shall allocate the reserve fund referenced in paragraph (12) above and all escrow funds for taxes and property, liability and mortgage insurance for renovation and refurbishing of the facility and/or credit to the payment to the unamortized portion of the mortgage due to the mortgagor; and the representatives of Ohio University and the Party of the Second Part mutually agree to transfer details, including, but not limited to, renovation and repair, transfer of equipment and fixtures, and financial arrangements for payment of the unamortized mortgage, taxes, utilities and phone systems.

(23) This lease shall not be modified without the consent of the Federal Housing Commissioner and the President and the Board of Trustees of Ohio University.

(24) The Party of the Second Part is authorized to obtain a loan, the repayment of which is to be insured by the Federal Housing Commissioner and secured by a mortgage on this leasehold estate. The Party of the Second Part is further authorized to execute a mortgage on this leasehold and otherwise to comply with the requirements of the Federal Housing Commissioner for obtaining such an insured mortgage plan.

(25) The Party of the First Part agrees, that, within ten (10) days after receipt of written request from Party of the Second Part, it will cooperate (but without any liability, cost or expense to the Party of the First Part) in any and all applications for permits, licenses or other authorizations required by any governmental or other body claiming jurisdiction in connection with any work which the Party of the Second Part may do hereunder, and will also join in any grants for easements for electric, telephone, gas, water, sewer and such other public utilities and facilities as may be reasonably necessary in the operation of the demised premises or of any improvements that may be erected thereon; and if, at the expiration of such ten (10) days' period, the Party of the First Part shall not have joined in any such application, or grants for easements, the Party of the Second Part shall have the right to execute such application and grants in the name of the Party of the First Part, and for that purpose, the Party of the First Part hereby irrevocably appoints the Party of the Second Part as its Attorney-in-fact to execute such papers on behalf of the Party of the First Part.

IN WITNESS WHEREOF, the parties hereto have executed this Indenture of Lease as of the date first set forth above.

STATE OF OHIO
PARTY OF THE FIRST PART

By: _____
James A. Rhodes
Governor of Ohio

The foregoing instrument
was acknowledged before me
this _____ day of
_____, 1980.

By: _____
William Wilkins, Director,
Department of Administrative
Services

Title or Rank

Title or Rank

Witnesses as to the signature
of Party of the Second Part:

SCOTT QUAD, INC.
PARTY OF THE SECOND PART

By: _____
Robert L. Jerles
General Partner

By: R.L.J. Inc., General Partner

Approved _____, 1980.

By: _____
Robert L. Jerles, President

Attorney General of Ohio

OHIO UNIVERSITY
INTER-OFFICE COMMUNICATION

DATE September 10, 1980

TO Charles J. Ping, Ph.D.

FROM Alan H. Geiger, University Facilities Planner
and Director of Construction

A. Geiger

SUBJECT Status of Relocation of Scott Quadrangle occupants to other campus locations

To date, at least two(2), and in some cases four(4) meetings have been held with Jemo Associates, me and departments to be re-located from Scott Quadrangle. Twenty separate operating units are involved in this relocation effort, effecting over 200 individuals. Since the relocation of present Scott occupants to other locations will involve the modification of space to receive these occupants, and in some cases relocate others, over 80,000 net square feet of space will be touched by this relocation. As you know, this relocation is complex, time consuming and involves a significant portion of the operating units of the institution.

Discussions of space allocations, types of remodeling necessary to accommodate relocated occupants and the type and quality of interior finishes have proceeded reasonably well between University department heads and representatives of Jemo Associates. Jemo Associates has been represented by Dennis Cron, Director of Purchasing and Bob Yocum, Architect. In discussions the week of September 1, 1980, it was implied to me that it would, in fact, be possible to accommodate all of our relocation goals within the total funding available through Jemo Associates for the project. While Jemo has not finalized their plans or cost figures, they have verbally assured me that our relocation goal is within reason and given cooperation on both sides, that all the relocation work can be satisfactorily accommodated. Jemo Associates representatives have indicated to me that should the relocation costs go somewhat beyond monies available, that they (Jemo) would pay this expense from their own pocket.

The scope of relocation work to be performed varies from relatively minor items such as painting, carpeting, etc. to the redesign and redevelopment of mechanical systems to the providing of a Mezzanine Floor over the current Fifth Floor of Seigfred Hall.

I feel that the relocation effort is satisfactorily moving forward, and that the University's relocation goals are understood by Jemo. Jemo's next step is to complete the development of final plans, specifications and cost estimates. I do not believe that this information will be forthcoming from Jemo Associates until several weeks after the approval of the lease agreement.

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This is an Agreement entered into this _____ day of _____, 1980, in Athens, Ohio, by and between Ohio University, Principal, and Jemo Associates, Inc., Contractor, and upon the terms and conditions herein set forth, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to have the Contractor provide renovation and relocation services to the Principal in consideration of the prepaid rental fee associated with the Lease of Scott Quadrangle for the purpose of providing elderly housing.
2. Plans and Specifications. The Contractor agrees to submit plans and specifications, in a form and detail sufficient to meet the standards of Ohio Public Works, to the President of Ohio University for review, and the President must approve all such plans and specifications as a condition to this Agreement pursuant to Paragraph (6) below; and approve any additions or deletions thereto. Plans and specifications and cost estimates shall be prepared and submitted to the President of Ohio University on a building by building basis.
3. Written Estimates. The Contractor agrees to submit written cost estimates to carry out the proposed plans and specifications for renovation and relocation to the President of Ohio University for review and discussion relating to the costs of the renovation and relocation. If such cost estimates are agreeable to the parties this will be a basis for approval by the President of the plans and specifications pursuant to Paragraph (4) below; and the parties mutually agree to work with the plans and specifications to allow the cost estimates to be acceptable to both parties.
4. Costs. The Contractor agrees to set an "upset" price of \$ _____, to carry out the approved plans and specifications, subject to any additions or deletions to such plans and specifications approved by the President of Ohio University. Any final cost overages (except for cost overages caused by changes to the plans and specifications approved by the President of Ohio University and caused by actual costs exceeding "allowances") will be assumed by the Contractor; and any final cost savings from the projected upset price will be allocated to the Principal. Cost overages caused by changes approved by the President of Ohio University and actual costs incurred over cost "allowances" shall be borne by Principal. Cost "allowances" shall mean allowances set forth in Contractor's cost estimates for unknown items or items for which final plans and specifications are not or cannot be obtained at the effective date of this Agreement.
5. Payment. The Principal agrees to endorse and transfer to an agreed escrow agent _____, who will be responsible for payments to the Contractor according to a schedule set by the parties of its prepaid rental fee of \$825,000 under the Lease. The Contractor agrees to pay to the Principal upon such endorsement and transfer the difference in the \$825,000 and the upset price of \$ _____ or \$ _____. If the final cost of the renovation and relocation is less than the upset price, Contractor will pay to the Principal such savings within sixty (60) days of final completion of all renovation and relocation steps pursuant to the approved plans and specifications. The Contractor also agrees to submit for review all invoices, bills or records of all final expenses to be reviewed by the Principal for determination of such final costs. Amounts due to Contractor for cost overages due to changes to the plans and specifications approved by the President of Ohio University and actual costs exceeding allowances shall be paid by the Principal to the Contractor within thirty (30) days after the Contractor performs the work or incurs the cost and submits its bill therefor. 300

6. Conditions. This Agreement is subject to the following conditions: ;

1. The satisfaction of conditions 3(a)-(c) in the Agreement to Enter into a Lease dated June 30, 1980.
2. Written approval by the President of Ohio University and Contractor of the plans and specifications relating to the renovation and relocation and allowances.

THE PRESIDENT AND BOARD OF
TRUSTEES OF OHIO UNIVERSITY

BY: _____

Charles J. Ping, President

Address: 101 Cutler Hall
Athens, Ohio 45701

SCOTT QUAD LTD.

BY: _____

Robert L. Jerles
General Partner

By: R.L.J. Inc., General Partner

BY: _____

Robert L. Jerles, President

Address: 6120 Sunbury Road

Westerville, OH 43081

2. ELECTRICAL EASEMENT, ATHENS CAMPUS

Mr. Baumholtz moved approval of the resolution. Mr. Keys seconded the motion. Approval was unanimous.

RESOLUTION 1980--544

WHEREAS, the University is continuing its efforts to improve its recreational facilities, and

WHEREAS, the installation of lights on the Mill Street Field will enhance the University's recreational facilities, and

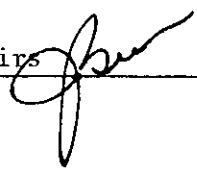
WHEREAS, to provide such lighting the Columbus and Southern Ohio Electric Company has requested an easement over University property; and the University has determined that the granting of such an easement will be beneficial to its operation;

NOW, THEREFORE, The Board of Trustees of Ohio University hereby grants the requested easement and authorizes the President or his designee to execute the easement in accordance with applicable policies and procedures.

OHIO UNIVERSITY
INTER-OFFICE COMMUNICATION

DATE August 28, 1980

TO The President and Board of Trustees

FROM John F. Burns, Director/Legal Affairs 

SUBJECT Mill Street Electric Easement

As part of the University's effort to improve the recreational facilities on campus; particularly those on the Mill Street Field, the Columbus and Southern Ohio Electric Company has requested an easement over a portion of University property to provide service for new lighting to be constructed for evening use of these recreational facilities.

The request has been reviewed by the University staff and we would recommend that it be granted. Attached is a draft easement and resolution to accomplish this purpose.

If you have any questions please contact me.

xc: Gene Peebles, Vice President for Operations
Alan Geiger, University Planner

EASEMENT

In consideration of the sum of One Dollar (\$1.00) whereof is hereby acknowledged, the President and Board of Trustees of Ohio University does hereby grant unto Columbus and Southern Ohio Electric Company, its successors, assigns, lessees and licensees (hereinafter called the Company), so long as the same may be used for the purposes herein contemplated, the right and easement to construct, reconstruct, enlarge, repair, replace, remove, operate and maintain facilities, whether pole or underground, for the transmission and distribution of electric energy, together with all such facilities, including poles, wires, guys, guy stubs, conduits, manholes, fixtures and appurtenances, as it may require or deem proper therefor, and for the attachment and carrying of the wires and cables of other companies using energy in the conduct of their business, upon, across, in, over and/or under the property and/or the highway, crossing the property, situated in Survey First Tract in the City of Athens, County of Athens and State of Ohio, and known as Outlots 21-22 acres, more or less, as the same is more particularly described in the deed dated Nov. 24, 1954 from Mary E. Maxwell and Virgil C. Maxwell to The President and Trustees of Ohio University and recorded in Deed Book 217, Page 403, Record of Deeds in Recorder's office, Athens County, Ohio, more particularly described as follows:

Said line(s) shall be constructed within a ten (10') foot strip of land, the center described as follows: Beginning at a point in the Grantors east property line, (west Right-of-Way Line of Mill Street), said point being 29'± south of the Grantors north-east corner, (junction of south Right-of-Way Line of B & O Railroad with west Right-of-Way Line of Mill Street); thence South 45° 30' West 547'± to true beginning point, (existing Columbus and Southern Ohio Electric Company Pole #38-34); thence from true beginning point South 44° 40' East underground 379'± to the proposed Company Transformer Pad #38-62 on the Grantors property.

In the case of underground services, the Company is hereby granted the right and easement to install the necessary service facilities, which shall remain the property of the Company, from its distribution feeder lines, in such location or locations as may be necessary to serve with electric energy the building or buildings, existing or to be constructed on the subject property or lots.

If at any time the Company is required by the State Highway Department or any other governmental authority having control over said highway to relocate any or all of the facilities of said line, then the Company may and is hereby granted the right to relocate said facilities along the highway as it now exists or may hereafter exist.

Said easement includes the right to trim any trees or shrubbery which may hereafter interfere with the construction, reconstruction, operation and/or maintenance of said line, within the limits of the easement and within the limits of a strip of land five feet in width on each side, adjacent and parallel to the easement and to trim or cut, any trees or shrubbery that now interfere with the construction or reconstruction of said line.

The Company hereby agrees to pay for damages to the stock, crops, fences or structures of the Grantor(s), done by the Company or its employees while engaged in the construction or maintenance of said transmission line.

The Company shall have the right to ingress to and egress from the site occupied or to be occupied by said line and appurtenances, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. It is specially provided, however, that the facilities of said lines shall be so located as not to interfere with the undersigned's ingress to and egress from said property, and the Grantor(s) shall have the right to use said right-of-way and easement for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted.

WITNESS our hand this day of _____, 19_____.

Signed and acknowledged in the presence of:

Charles J. Ping
President

Robert E. Mahn
Secretary

STATE OF OHIO, ATHENS COUNTY, SS:

Before me a Notary Public in and for said county and state, personally appeared the above named Charles J. Ping and Robert E. Mahn who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this day of _____, 19_____.

Notary Public

in and for _____ County, _____.

This instrument was prepared by John F. Burns, Attorney at Law,
Athens, Ohio 45701.

3. ELECTRICAL EASEMENT, SCIOTO COUNTY

Mr. Bush moved approval of the resolution. Mr. Baumholtz seconded the motion. Approval was unanimous.

RESOLUTION 1980--545

WHEREAS, the University owns a parcel of property in Scioto County, Ohio near the site of a new hydro-electric plant being constructed to serve the tri-state area; and


WHEREAS, The Ohio Power Company has requested an easement over a portion of the University's land; and the University has determined it would be beneficial to its interests to grant the requested easement;

NOW, THEREFORE, The Board of Trustees hereby grants the requested easement, and authorizes the President or his designee to execute the easement in accordance with applicable policies and procedures.

OHIO UNIVERSITY
INTER-OFFICE COMMUNICATION

DATE August 28, 1980

TO The President and Board of Trustees

FROM John F. Burns, Director/Legal Affairs 

SUBJECT Scioto County Easement

The University owns a parcel of property in Scioto County which it acquired a few years ago. It is located along the Ohio River on Route 52 near the Greenup Dam. A new hydro-electric plant is being constructed at the dam; and the Ohio Power Company has requested an easement across the University land to build a distribution line to help serve the needs of the new plant.

The University staff has reviewed this request and recommends that it be granted; and attached is a draft easement and resolution to accomplish this.

If you have any questions please contact me.

xc: Gene Peebles, Vice President for Operations
Alan Geiger, University Planner

RIGHT OF WAY EASEMENT

This Easement, made and entered into this _____ day of _____, 1980, by and between The President and Board of Trustees of Ohio University and The Ohio Power Company, WITNESSETH:

WHEREAS, The Ohio Power Company wishes to improve its facilities that are presently in operation on lands owned by Ohio University pursuant to previous easements granted to the Ohio Power Company, particularly Easement No. 1, Map No. 2014, Easement No. 35-C, Map. No. 367, Easement No. 35-BC Map No. 367 respectively recorded in Volume 447, page 319, Volume 267, page 437, and Volume _____ page _____, all Scioto County records.

WHEREAS, The Ohio Power Company has submitted to Ohio University drawing No. 6011 7-C showing the relocation, rebuilding, renewing and new additional facilities, including additional distribution poles and 12 KV line.

NOW THEREFORE, in consideration of the mutual benefits derived, the Ohio University hereby grants to the Ohio Power Company permission to make the designated improvements over the lands described in the heretofore referred to easements.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

THE PRESIDENT AND BOARD OF
TRUSTEES OF OHIO UNIVERSITY

Charles J. Ping, President

Robert E. Mahn, Secretary

STATE OF OHIO, ATHENS COUNTY, SS:

Personally appeared before me, a Notary Public, on this _____ day of _____, 1980, Charles J. Ping, President of Ohio University and Robert E. Mahn, Secretary of the Board of Trustees of Ohio University, the Grantor in the foregoing Easement and acknowledged the signing of same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year first above written.

Notary Public

4. MUSKINGUM AREA TECHNICAL COLLEGE
SIMULATED OIL WELL

Mr. Spencer moved approval of the resolution. Mr. Keys seconded the motion. Approval was unanimous.

RESOLUTION 1980--546

WHEREAS, the Muskingum Area Technical College wishes to establish a Simulated Oil Well Site on land leased to Muskingum Area Technical College by Ohio University, and

WHEREAS, appropriate administrative officials have reviewed possible sites and have concurred with a location for the Oil Well Site, and

WHEREAS, Muskingum Area Technical College has agreed to keep the Site in a well-maintained attractive manner,

NOW, THEREFORE, BE IT RESOLVED that the Ohio University Board of Trustees does hereby grant the Muskingum Area Technical College permission to construct a Simulated Oil Well Site on leased land so long as such a site is needed by on-going Technical College programs.

5. REPORT ON CENTRAL FOOD FACILITY'S FOOD
PURCHASING AND PROCEDURES
MANUAL

Mr. Jeffers reported that the Manual currently in use had been approved by the Board in 1973. A recent review resulted in a number of editorial changes reflecting current structure of the University and the department, and titles. Bid documents were updated to reflect changes in Federal regulations relative to wage and price controls, for example. Changes do not affect Federal, State and University regulations applicable to department procedures. Hence the 1973 approval remains effective for the 1980 edition.

B. EDUCATIONAL POLICIES COMMITTEE MATTERS

1. HONORARY DEGREE

Mrs. D'Angelo moved approval of the resolution. Mr. Taylor seconded the motion. Approval was unanimous.

RESOLUTION 1980--547

WHEREAS, the University Committee on Honorary Degrees has recommended that Ohio University honor the Right Honorable Datuk Hussein bin Onn, Prime Minister of Malaysia, through the conferral of an honorary degree,

THEREFORE, BE IT RESOLVED that the Degree Doctor of Laws and Public Service be awarded Datuk Hussein bin Onn.

PRESIDENTS OFFICE

SEP 15 1977

OHIO UNIVERSITY
COLLEGE OF BUSINESS ADMINISTRATION
COPELAND HALL
ATHENS, OHIO 45701

DEPARTMENT OF MANAGEMENT

September 15, 1977

Dr. Charles J. Ping
President
Ohio University
Athens, Ohio 45701

Dear President Ping:

On behalf of the Honorary Degree Committee, I am happy to forward to you the unanimous recommendation of the committee that an Honorary Doctor of Laws Degree be confirmed upon Datuk Hussein bin Onn, Prime Minister of Malaysia. This recommendation is based upon the tremendous economic development and educational growth which has taken place in Malaysia in recent years and based upon Ohio University's educational relationship to a number of important educational institutions in Malaysia. The committee assumes that the degree will be conferred upon the Prime Minister when he visits the Athens campus.

Some members of the committee requested that I express to you an interest in having the opportunity of meeting the Prime Minister since the Honorary Degree Committee learns a great deal about these candidates, and there apparently exists an interest in meeting him and other such recipients of honorary degrees.

Very truly yours,



Arthur J. Marinelli, Chairman
Honorary Degree Committee

emm

Datuk Hussein bin Onn
Prime Minister of Malaysia

Datuk Hussein bin Onn, the third Prime Minister of Malaysia since the country became independent (as the Federation of Malaya) in 1957, is the son of the late Datuk Onn bin Jaafar who was the Menteri Besar (Chief Minister) of the State of Johore and a founder and the first President of the United Malays National Organization (UMNO), the leading political party in Malaysia for more than thirty years.

Datuk Hussein was born in Johore Bahru on February 12, 1922, and educated at the English College in Johore Bahru. On leaving school in 1940 Datuk Hussein joined the Johore Military Force, a state militia, as a cadet.

In 1941 Datuk Hussein gained admission to the Military Academy in Dehra Dun (the Indian West Point) for officer-training and on graduation he joined the Indian Army as he could not return to Malaysia (then Malaya) because the country was then under Japanese Military Occupation.

During the war, Datuk Hussein saw action in Egypt, Syria, Palestine and Iraq and rose to the rank of Captain. In 1945 Datuk Hussein left India and on arrival in Malaya was appointed Commandant of the Police Depot in Johore Bahru.

When Datuk Hussein's father, Datuk Onn, began organizing UMNO to oppose the Malayan Union constitutional structure implemented by the British Government, Datuk Hussein joined the organization and became its Secretary-General and youth section leader.

During the early years of the 1948-60 Emergency in Malaya, an emergency which was proclaimed to counter the rampant acts of terrorism carried out by the Communist Party of Malaya, Datuk Hussein served as a captain in the Johore Military Force. On demobilization he served in the administrative service as an Assistant District Officer in Kuala Selangor and Klang in the state of Selangor.

In 1950 Datuk Hussein was appointed as a member of the Malayan Federal Legislative Council. He served at the same time as a member of the Johore State Legislative and Executive Councils. While serving as a member of the Integrity Commission set up by the Federal Legislative Council to enquire into corruption among British officials. Datuk Hussein decided to take up the profession of law. He left for London and on completing his law studies in 1958, became a barrister-of-law of the English Bar. On return to Malaya he went into private legal practice.

It was the late Prime Minister of Malaysia, Tun Abdul Razak, who persuaded Datuk Hussein to take a more active part in politics and, therefore, in the third Malaysian parliamentary elections in 1969. Datuk Hussein stood for election and won the Johore Bahru Timor constituency. The following year he was appointed as Minister of Education.

Within UMNO Datuk Hussein was elected a member of the Supreme Council in 1969 and one of the Party's Vice-Presidents in 1972.

In 1973, when Deputy Prime Minister Tun Ismail passed away, Datuk Hussein became Deputy Prime Minister of Malaysia and Deputy President of UMNO. He concurrently held the Trade and Industry portfolio.

In the fourth Malaysian parliamentary elections in 1974 Datuk Hussein was returned unopposed in the Sri Gading constituency and retained the post of Deputy Prime Minister. He was also given the Finance portfolio.

On the death of Prime Minister Tun Abdul Razak, Datuk Hussein was sworn in as Prime Minister on January 15, 1976. At the same time, he also holds the portfolio of Minister of Defence.

Datuk Hussein and his wife, Datin Suhaila, have four daughters and two sons. One of his daughters has followed the father's footsteps into the profession of the law while another recently graduated as a medical doctor from the University of Malaya.

Washington, D.C.
August 29, 1977

2. INSTITUTE FOR THE COLLEGE
OF HEALTH AND HUMAN SERVICES

Mr. Rohr moved approval of the resolution. Mr. Bush seconded the motion. Approval was unanimous.

RESOLUTION 1980--548

WHEREAS, the Board of Trustees of Ohio University has established the College of Health and Human Services, and

WHEREAS, that college is charged to establish new programs in the field of health and human services, initiate effective clinical programs, and undertake research and service programs, and

WHEREAS, the creation of an organizational unit within the college is recommended to accomplish these goals,

THEREFORE, BE IT RESOLVED that the Board of Trustees of Ohio University approves the Institute for the College of Health and Human Services consistent with the University policy on Centers and Institutes.

INSTITUTE FOR THE COLLEGE OF HEALTH AND HUMAN SERVICES:
A BRIEF PROSPECTUS

Statement of Need

As a result of the comprehensive research and analysis which contributed to the decision to establish the new College of Health and Human Services, the University promulgated goals to be attained by this unit. Included among these goals are: implementation of several new professional education and training programs; expansion of clinical placement activities; research and service activities of an interdisciplinary nature; and preparation of grant proposals for internal and external funding resources to finance new program development and interdisciplinary research activities. Although significant progress toward attainment of these goals has occurred during the first year of the College's existence, the dean, faculty, and staff have identified the need to create a subdivision within the organization in order to enhance the probability of successfully attaining these four goals. The proposed subdivision will be called the Institute for the College of Health and Human Services and will provide an organizational home for:

1. the proposed new academic programs--Health Services Administration, Developmental Disabilities Specialist, Physical Therapy, Occupational Therapy, and for such interdisciplinary core concentrations as Gerontology and Rehabilitation;
2. off-campus and on-campus clinical site development;
3. college-wide interdisciplinary research projects;
4. grant writing activities designed to access federal, state, and private funding for interdisciplinary research and service projects.

Value of the Institute to the University

Creation of the Institute will enhance the potential of successfully implementing new professional education and training programs which in turn will have a positive impact not only on student enrollment but also on the University's reputation as an educational institution which is responsive to the changing needs of society. In addition, increased clinical placement capability will provide students in the health and human services professions with varied practice experiences which will be an asset in recruiting as well as in retaining students. Finally, increased faculty research and publication productivity will assist in the overall University commitment to elevate Ohio University's standing among other universities of comparable size in the arena of research and dissemination of findings.

Resources Required

Initially, the Institute will be directed by Michael T. Harter, Ph.D. (Executive Director of the Institute) as a portion of his responsibilities as the College's Associate Director for Planning and Development. During 1980-1981, Dr. Harter's salary will be paid by an Appalachian Regional Commission Grant to

the College (2/3) and by University funds (1/3). After 1980-1981, it is estimated that 75% of Dr. Harter's salary will be paid by college funds and 25% of his salary through administrative charges to grants and contracts. At the present time, no new clerical support staff will be hired but clerical services will be provided to the Institute by the dean's existing staff. Additional professional support for clinical site development, grant writing, etc., will be provided by existing dean's staff members as well.

Faculty

Each new education and training program within the Institute will be headed by a director/professor and will employ an appropriate number of faculty members and clinicians to ensure professionally viable programming for all students.

At the beginning of academic year 1980-81, the College will recruit directors for the Health Services Administration Program, the Physical Therapy Program, and the Developmental Disabilities Specialist Program. In addition to developing respective programs, each director will begin to recruit faculty and clinical personnel in accordance with established schedules.

During September 1980, the Dean will appoint an Institute Advisory Committee comprised of a faculty member from each academic unit within the College, a faculty member from the College of Arts and Sciences, a faculty member from the College of Business, and a staff member from each of the College's clinical units. This committee will perform the following functions:

1. provide advice to the dean and the executive director regarding all matters related to the operation of the Institute;
2. recommend to the dean appropriate rank for new faculty members assigned to the Institute on a term-appointment basis.

No new program will be implemented until it has been approved through University curricular processes. No regular faculty appointments will be made until the academic program has been approved. Until that time all appointments in the Institute will be administrative or temporary faculty.

Long Range Projections

Given that the primary purpose for creating the Institute is to establish a viable organizational context for housing several new professional education programs and for providing technical assistance to existing college units, personnel projections are limited to that organizational context and do not include projections for individual programs (which would exist with or without the Institute). Specifically, the position of executive director (the only position created for the purpose of administering the Institute) will be perpetuated for as long as there is a demonstrated need to sustain the Institute. For example, it is not anticipated that any of the new professional education and training programs will individually become large enough to be organizationally classified as a school; however, after careful nurturing within the Institute setting for a period of three to five years, such programs as Physical Therapy, Developmental Disabilities Specialist, and Health Services Administration could eventually leave the Institute and become the nucleus of a school (possible called a School of Health Sciences)

within the College of Health and Human Services. Therefore, as the new programs become operational, the role that the Institute will play in relation to those programs as well as to other programs will be continuously analyzed and modifications implemented, as needed.

C. BOARD-ADMINISTRATION COMMITTEE MATTER

1. APPROVAL OF CHANGE IN BYLAWS

(Proposal for change was included in the June 21, 1980, minutes to meet the 30-day notice requirement)

RESOLUTION 1980--549

WHEREAS, Article VII, Section 1 of the by-laws states that, "When not in conflict with any of the provisions of these by-laws, Robert's Rules of Order, Revised shall govern the proceedings of the Board," and

WHEREAS, the purpose of the by-laws is to assure an effective and democratic deliberative procedure adapted to the Board's size and functions,

THEREFORE, BE IT RESOLVED that Article V, Section 5 of the by-laws be amended AS SHOWN BY UNDERLINE to provide specific voting requirements on proposals that would significantly affect the University's physical plant:

"Article V, Section 5 Quorum. For the purposes of doing business, a majority of the Board membership shall constitute a quorum; however, a vote of two-thirds of the Board membership shall be necessary to elect or remove a president; and a vote of a majority of the Board membership shall be necessary to authorize the sale or lease of a University building or for the planned demolition of a University building."

Mr. Lavelle reported that the Committee was presenting the proposal without recommendation. He recognized Mr. Spencer, who registered disapproval of the resolution, stating that a quorum should be sufficient for action on any issue; that to stipulate special requirements would create divisiveness in the Board.

President Ping expressed his view that approval of the resolution would enhance the procedures of the Board. He described actions to sell, lease or demolish buildings as irreversible, whereas other actions might not be.

Mr. Taylor voiced support for the resolution and moved its approval. Mr. Rohr seconded the motion. On roll call the following votes were cast:

Taylor	Yes	Bush	Yes
Spencer	No	D'Angelo	Yes
Rohr	Yes	Jeffers	Yes
Keys	No	Lavelle	Abstain
Baumholtz	Yes		

The vote being 6 yes, 2 no and one abstention, the Chairman declared the motion approved.

The Bylaws, as amended follow:

BOARD OF TRUSTEES

OHIO UNIVERSITY

BY-LAWS
AS AMENDED

September 20, 1980

Article I.

Corporate Authority and By-Laws

Section 1. Since by law, Federal and State, "there shall be and forever remain in the said university, a body politic and corporate, by the name and style of "The President and Trustees of the Ohio University," the Ohio University Board of Trustees, hereinafter referred to as the Board, chooses to be governed by these by-laws.

Section 2. The adoption of these by-laws by the Board automatically nullifies all previous By-Laws.

Section 3. No by-law shall be enacted, amended, or repealed, except by a majority vote of the Board, and then only after thirty days' notice of a proposed change has been given to all members.

Article II.

Officers of the Board and Their Duties

Section 1. Officers of the Board shall be as follows:

- (a) Chairman
- (b) Vice-Chairman
- (c) Secretary

Section 2. The Chairman shall preside at all meetings of the Board, and unless otherwise ordered by the Board, shall have the authority to appoint members of and fill vacancies on all standing and special committees. He shall serve as Member-Chairman of the Board-Administration Committee. Subject to these by-laws, he shall fix the date and time of all regular and special meetings, and perform such other duties as may be pertinent to the office.

Section 3. The Vice-Chairman, in the absence or incapacity of the Chairman, shall assume the duties and obligations of the Chairman.

Section 4. The Secretary shall keep minutes of all Board meetings and shall promptly distribute copies of same to all Board members. He shall be responsible for the orderly preservation of all records pertaining to Board business, and shall perform all other duties usual to the office or imposed by the Chairman or by Board action.

Article III.

Election of Officers

Section 1. The Chairman, Vice-Chairman, and Secretary shall be elected annually by the Board at its Spring meeting.

Section 2. The Chairman and Vice-Chairman shall each serve for one year and shall not be eligible for re-election to their respective offices except in accordance with the rotation of these offices provided for in Section 3 of this Article.

Section 3. Succession of Officers. It shall be the policy of the Board, but not mandatory, that the Trustee, senior in current term to other members of the Board, who has held no office on the Board, except that of Vice-Chairman, during his current term, shall serve as Chairman of the Board, and that the Trustee, next senior to the Chairman in current term, shall serve as Vice-Chairman of the Board--similar rotation to continue from year to year. The Secretary shall be eligible to succession in office at the pleasure of the Board.

Article IV.

The President and His Duties

Section 1. On the basis of mutual good faith pointing to continuous service, the President of the University shall be elected from year to year, and shall be entitled at all times to one year's severance notice.

Section 2. The President shall attend all meetings of the Board and shall, in an advisory capacity, have a voice in its deliberations. He shall have the authority to initiate any subject at Board meetings.

Section 3. The President shall be responsible to the Board for the administration and discipline of the University.

Article V.

Meetings

Section 1. Regular Meetings. The Board shall hold no fewer than four regular meetings a year, with the date and time fixed in accordance with the provisions of Article II, Section 2.

Section 2. Special Meetings. Special meetings may be held upon the call of the Chairman, or upon the written request to the Secretary of three Board members.

Section 3. Notice of Meetings. The Secretary shall notify all Board members and the President at least five days in advance of all regular and special meetings and at least one day in advance of all emergency meetings. The policy designated "Notification Procedures for Meetings," which has been adopted by the Board pursuant to Section 121.22 (F) Ohio Revised Code is hereby incorporated by reference into this section, and the Secretary shall carry out his responsibilities under that policy in accordance with its provisions for all meetings.

Section 4. Attendance. It shall be the policy of the Board to require full attendance at all meetings of the Board and Committees. Excuses for absence from meetings shall be communicated to the Secretary of the Board at least two days before meetings. The Board reserves the right to pass on the reasonableness of excuses for absence. Persistent unreasonable absences shall be cause, at the pleasure of the Chairman, for reporting such delinquency to the appointive authority of the State.

Section 5. Quorum. For the purpose of doing business, a majority of the Board membership shall constitute a quorum; however, a vote of two-thirds of the Board membership shall be necessary to elect or remove a president; and a vote of a majority of the Board membership shall be necessary to authorize the sale or lease of a University building or for the planned demolition of a University building.

Section 6. Order of Business. The order of business at all meetings shall be as follows:

- (a) Roll call
- (b) Action on preceding minutes
- (c) Communications, petitions, memorials
- (d) Accounts
- (e) Comments and reports by the President
- (f) Reports of committees
- (g) Unfinished business
- (h) New business
- (i) General discussion--roll call of members
- (j) Election of officers
- (k) Adjournment

Section 7. Agenda. The Chairman of the Board, or the President of the University, except in emergencies shall prepare and place in the hands of the Secretary a suggested agenda of each Board meeting in time for the Secretary to include it in the notice provided for in Section 3 of this Article.

Article VI.

Committees

Section 1. (a) Standing committees of the Board, consisting of no fewer than three members each, shall be appointed yearly by the Chairman of the Board as follows:

- (1) Budget, Finance and Physical Plant
- (2) Educational Policies
- (3) Board-Administration

(b) Each standing committee shall consider and make recommendations for action by the Board on the various policy matters enumerated below:

(1) Budget, Finance and Physical Plant Committee --

(a) The University's budgets, schedule of student fees, financial operations, business organization and practices, borrowing of funds, investment of funds, and submission of appropriation requests; (b) solicitation of funds, relations with local, state, and federal legislative and administrative agencies, and promotion of alumni activities; (c) naming, location, planning, construction, and maintenance of the University's plant and grounds, and the purchase and sale of lands and buildings.

(2) Educational Policies Committee -- (a) Academic appointment, promotion, and tenure policies and procedures; (b) areas of instruction; (c) awarding of degrees; (d) student financial aids; (e) inter-collegiate athletics; (f) student life and student services; (g) student admissions and enrollment.

(3) Board-Administration Committee -- (a) Salary, wage, and benefit policies; (b) appointment of senior administrative officers; (c) general University policies and business not specifically assigned to another committee.

Section 2. The Chairman of the Board and the President of the University shall be ex-officio members of all committees; however, neither is eligible to serve as a voting member of a committee in his ex-officio capacity.

Section 3. The Board-Administration Committee shall have broad powers to act in all matters not deemed by the Chairman of the Board and the President of the University as of sufficient importance to command the immediate attention of the whole Board. All actions of the Board-Administration Committee shall be subject to approval by the Board, except those wherein the Board has delegated to the Board-Administration Committee full power to act for the Board.

Article VII.

Parliamentary Authority

Section 1. When not in conflict with any of the provisions of these by-laws, the Robert's Rules of Order Revised shall govern the proceedings of the Board.

VII. ANNOUNCEMENT OF NEXT STATED MEETING
DATE AND SITE

The Board will meet next on Saturday, January 31, 1981, in Athens. Committees will meet on Friday, January 30.

IX. GENERAL DISCUSSION--ROLL CALL OF MEMBERS

Members in turn commended Vice Provost Bryant and regional campus deans and staff members for their hospitality and excellent arrangements for the meetings. President Ping expressed gratitude to regional campus personnel and regional Council personnel for efforts in program development.

Members commended the total University administration and staff on the encouraging report on enrollment outlook and other positive indicators to success in the years ahead. Mrs. D'Angelo expressed the hope that with increased numbers of students we had increased numbers of quality students. Mr. Axline expressed pleasure at the expanding role of the regional campuses and stated that he would recommend to the Alumni Board more service to them. Members congratulated Mr. Jeffers on receiving the Press Club of Ohio Headliners Award as business figure of the year and Mrs. D'Angelo for her daughter Beverly receiving the entertainment award. Mr. Lavelle and Mr. Keys were extended best wishes in their respective campaigns for state and county offices. In response to Mr. Jeffers' "mixed emotions" wishes of good luck, Mr. Lavelle stated that he would be a winner whatever the outcome of the election. The voters, he said, would decide whether he was to be the first Board Chairman to preside at one meeting.

Mr. Spencer congratulated Mr. Bush on the Fall Messenger University-schools issue. He stated, as he said he had done before, that each member acts in the best interest of the University and that anyone saying that the Board should always be in total agreement on every matter was saying that there was no need for a Board. Mr. Taylor congratulated Mr. Lavelle on effectively leading the Board through its agenda.

Mr. Bush presented a statement dated September 20, 1980, and asked that it be included in the minutes. Chairman Lavelle so ordered.

Mr. Keys characterized the statement as one of candor from a man of integrity; one that should serve as a model for all public servants.

A Statement by G. Kenner Bush
Ohio University Board of Trustees

September 20, 1980

At the time of my appointment to the Board of Trustees five years ago, I presented the Board with a Statement concerning business relationships that exist between The Messenger Publishing Company and Ohio University -- namely, that we perform certain printing services for the University and are further involved through the Journalism School Laboratory Program.

Two years ago I presented for the Board's information a second Statement updating the facts as presented in 1975.

While there have been no significant changes in these business relationships since then, I am submitting this third Statement today. I do so because I want these involvements to be clearly defined, up to date, a matter of public record, and before current members of the Board.

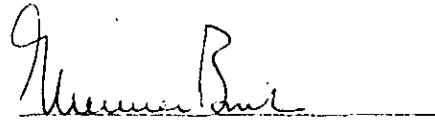
In the area of newspaper printing services, gross revenue from University work for the year 1979 totalled \$83,393.78, 90 percent of which involved the printing of The Ohio University Post for which The Messenger was the successful bidder.

Four Messenger employees continue to be under contract with the University as part-time instructors in the Journalism Laboratory Program. These personal service contracts total \$7,368 for this contract year.

The Messenger Publishing Company, a closely held, family-owned business of which I am a stockholder and chief executive officer, represents by prime personal investment and is my major source of income.

As in the past, I again request that the Administration instruct all agents, employees and officials to be meticulous in observance of all requirements of law when they have business relationships with The Messenger -- particularly

in regard to bidding procedures on job printing. And I reiterate that I will not participate in any discussions or vote by the Board on matters that would involve relationships between The Messenger and the University.

A handwritten signature in cursive script, appearing to read "G. Kenner Bush", written over a horizontal line.

G. Kenner Bush

Subject: Minutes Board of Trustees Meeting Sept 30, 1978.

A Statement by G. Kenner Bush

Ohio University Board of Trustees

September 30, 1978

At the time of my appointment to the Board of Trustees I presented the Board with a Statement concerning the relationships that exist between The Messenger Publishing Company, of which I am a stockholder and chief executive officer, and Ohio University. That Statement is a part of the official minutes of our November 15, 1975 meeting.

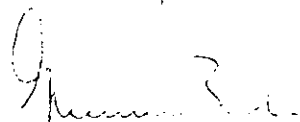
There have been no significant changes in these relationships involving the Journalism School Laboratory Program and some printing services. Since 1975, however, the membership of the Board of Trustees has changed with the appointment of two new members. For this reason, I feel it is appropriate that I bring up to date my 1975 Statement and that I do so periodically in the future. It is important to me that any involvements between The Messenger and the University be clearly defined, up to date, a matter of public record, and before current members of the Board.

In the area of newspaper printing services, gross revenue from University work for the year 1977 totalled \$58,282.27, nearly 90 percent of which involved the printing of The Ohio University Post for which The Messenger was the successful bidder.

Regarding the Journalism Laboratory Program, four Messenger employees are currently under contract with the University as part-time instructors and represent one-half of one fulltime position at the University. These personal service contracts total \$6,700.00 for this contract year.

The Messenger Publishing Company, a closely held, family-owned business, represents my prime personal investment and is my major source of income.

I request the Administration to instruct all agents, employees and officials to be meticulous in observance of all requirements of law when they have business relationships with The Messenger -- particularly in regard to bidding procedures on job printing. And I reiterate that I will not participate in any discussions or vote by the Board on matters that would involve relationships between The Messenger and the University.



G. Kenner Bush

*Minutes of the Board of
Trustees of December 15, 1975*

A STATEMENT

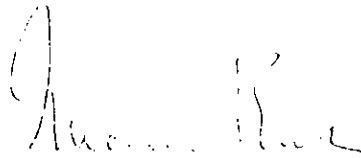
G. KENNER BUSH, being first duly sworn, says the following statements are true:

I am Publisher of The Athens Messenger and as such hold a "policy making" position with the newspaper. The Messenger is the prime product and business of The Messenger Publishing Company of which I am a Stockholder and Director, holding the offices of President and Treasurer.

The Messenger Publishing Company performs some printing services for Ohio University and The Athens Messenger is involved with Ohio University in the Messenger - Journalism School Laboratory Program.

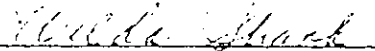
1. Ohio University does not uniformly solicit bids for all of its printing requirements. However, it does advertise for bids on some of its printing and this Company has been a successful bidder thereon at times.
2. The relationship that exists between The Messenger Publishing Company and Ohio University is on the same or on a more favorable basis than exists between the Company and other customers in similar matters.
3. The proceeds of printing services performed by the Company for Ohio University does not constitute a significant portion of the gross revenue or profit of the Company. During the year 1974 gross revenue from printing work for Ohio University represented 3.34 per cent of total Company revenue.
4. The Journalism Laboratory Program represents a relationship between The Messenger Publishing Company and Ohio University that has been in existence for 50 years. The program was founded in 1925 and has remained substantially the same ever since.
5. The Company does not directly receive any compensation for the educational services rendered in the Laboratory Program. Messenger employees involved in the Program are reimbursed directly as part-time instructors under contract with Ohio University.
6. The services rendered by students participating in the Journalism Laboratory Program (under guidance and direction of employees of The Athens Messenger) have some value to the newspaper but are not indispensable to the publishing of the newspaper. And the educational value of the Laboratory has always been considered to far exceed any benefits received by The Messenger Publishing Company.

During the period of my service as a member of the President and Board of Trustees of Ohio University I will not participate in the deliberations, discussions or decision making process of the Board with respect to the above matters directly or indirectly involving The Messenger Publishing Company.



G. Kenner Bush

Sworn to and subscribed before me this 1st day of July 1975.



Notary Public, Wilda Shank
My comm. exp. Nov. 23, 1979

State of Ohio

County of County

(344)
(271)
332

X. ADJOURNMENT

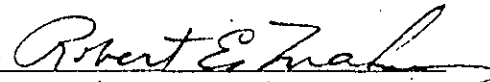
At 3:30 p.m., Chairman Lavelle, determining that there was no further business to come before the Board, declared the meeting adjourned.

XI. CERTIFICATION OF SECRETARY

Notice of this meeting and its conduct was in accordance with Resolution 1975--240 of the Board, which resolution was adopted on November 15, 1975, in accordance with Section 121.22(F) of the Ohio Revised Code and of the State Administrative Procedures Act.



William A. Lavelle
Chairman



Robert E. Mahn
Secretary

FALL 1980 PRELIMINARY ENROLLMENT

	<u>1979 Actual</u>	<u>1980 Projection</u>	<u>1980 Preliminary</u>	<u>% Change</u>
<u>Athens Regular</u>				
Undergraduate	11,685	11,586	11,892	
Graduate	1,802	1,823	1,873	
Sub-Total	13,487	13,409	13,765	2.0%
Medical	150	190	202	
TOTAL ATHENS REGULAR	13,637	13,599	13,967	2.3%
<u>Continuing Education</u>				
Undergraduate	170	195	118	
Graduate	47	55	102	
Sub-Total	217	250	220	
TOTAL MAIN & C.E.	13,854	13,849	14,187	2.3%
<u>Branch</u>				
Undergraduate	5,416	5,545	5,604	
Graduate	789	848	652	
Sub-Total	6,205	6,393	6,256	1.0%
GRAND TOTAL ALL CAMPUSES	20,059	20,242	20,443	1.9%

BRANCH CAMPUSES
FALL 1980 PRELIMINARY ENROLLMENT

	<u>1979 Actual</u>	<u>1980 Projection</u>	<u>1980 Preliminary</u>	<u>% Change</u>
<u>Belmont</u>				
Undergraduate	916	908	910	
Graduate	48	66	60	
Total	964	974	970	1.0%
<u>Chillicothe</u>				
Undergraduate	1,118	1,148	1,172	
Graduate	44	59	73	
Total	1,162	1,207	1,245	7.1%
<u>Ironton</u>				
Undergraduate	906	930	1,050	
Graduate	332	335	235	
Total	1,238	1,265	1,285	3.7%
<u>Lancaster</u>				
Undergraduate	1,313	1,339	1,394	
Graduate	138	138	151	
Total	1,451	1,477	1,545	6.4%
<u>Portsmouth</u>				
Undergraduate	254	275	273	
Graduate	127	135	88	
Total	381	410	361	(5.2%)
<u>Zanesville</u>				
Undergraduate	909	945	805	
Graduate	100	115	45	
Total	1,009	1,060	850	(15.7%)
<u>Total Branch Campuses</u>				
Undergraduate	5,416	5,545	5,604	
Graduate	789	848	652	
Total	6,205	6,393	6,256	1.0%

SUMMER 1980 FINAL ENROLLMENT

	<u>1979</u>	<u>1980</u>	<u>% Change</u>
<u>Athens Regular</u>			
Undergraduate	2,629	2,778	
Graduate	1,363	1,400	
Sub-Total	3,992	4,178	4.7%
Medical	28	38	
TOTAL ATHENS REGULAR	4,020	4,216	4.8%
<u>Continuing Education</u>			
Undergraduate	126	108	
Graduate	207	310	
Sub-Total	333	418	25.5%
TOTAL MAIN AND C.E.	4,353	4,634	6.4%
<u>Branch</u>			
Undergraduate	1,983	2,071	
Graduate	327	471	
Sub-Total	2,310	2,542	10.0%
GRAND TOTAL ALL CAMPUSES	6,663	7,176	7.7%

Affirmative Action Report
to the
Ohio University Board of Trustees
September, 1980

Prepared By:

Ohio University
Office of Affirmative Action

The continuing changes in affirmative action programs dictated by court decisions, administrative rulings, and fluctuating procedural and reporting requirements necessitates a periodic review of our institutional obligations as well as our numerical summaries. 41 CFR Chapter 60 - Office of Federal Contract Compliance Programs states the purpose of affirmative action programs.

60-2.10 - An affirmative action program is a set of specific and result-oriented procedures to which a contractor commits himself to apply every good faith effort. The objective of those procedures plus such efforts is equal employment opportunity. Procedures without effort to make them work are meaningless; and effort, undirected by specific and meaningful procedures, is inadequate. An acceptable affirmative action program must include an analysis of areas within which the contractor is deficient in the utilization of minority groups and women, and further, goals and timetables to which the contractor's good faith efforts must be directed to correct the deficiencies and, thus to achieve prompt and full utilization of minorities and women, at all levels and in all segments of his work force where deficiencies exist.

Our adherence to this requirement is measured by institutional programs, policies, and procedures that are result oriented to accomplish the task. We are responsible for affirmative action programs, and appropriate monitoring procedures, to achieve equal opportunity for minorities, women, the handicapped and Vietnam era veterans. This comprehensive responsibility requires an institutional commitment to assure appropriate system monitoring and program development in each respective area. In addition, the results of our programs must impact upon all students, faculty and staff if they are to be effective. The breadth of our institutional affirmative action and equal opportunity responsibility encompasses all facets of the University's activities in addition to employment. The complexity and scope of these challenges and responses have resulted in program development in a wide array of areas. A review of current programs is as follows:

I. Academic Program: Educational Justice

A. Admissions

1. The university has hired a new Associate Director of Admissions - Minority Emphasis to maintain and accelerate our efforts to effectively recruit minority students. A new commitment to develop minority emphasis recruitment literature will increase the program's visibility in highly concentrated minority communities.
2. The Affirmative Action Office worked with the Office of Admissions to identify high schools in Ohio with significant minority enrollments which served as primary recruitment sites

for the Minority Introduction to College (MITCO) Program. The Admissions Office and University College have followed up by providing the MITCO participants with information on admissions and academic programs. Additionally the Office of Admissions has matched MITCO participants with the Admissions Officer assigned to their city and high school. Admission Officers have been encouraged to use MITCO students as catalysts and recruiters within their own high school environment. The process is in its second year and will have involved sixty-five minority high school students representing thirty-five different high schools located in 16 Ohio Communities.

3. AA staff has worked with Honors Tutorial College to a) develop expanded selection criteria to identify eligible minority students and b) encourage the recruitment of female students into non-traditional fields. As a result of these efforts high school performance and grade point averages are weighed along with test scores to arrive at a more accurate index of minority student potential and ability.

The composition of the 132 students registered in the Honors Tutorial College for 1980-81 includes 3 International Students, 3 Black Americans, 1 Asian-Indian American, 1 Japanese-American, 2 (part) Native Americans, 76 males and 56 females. The table on the following page compares this year's data with the previous year's profile. As the figures indicate, the Honors Tutorial College is beginning to diversify. In addition to this natural diversification, a special minority recruiting effort has already been initiated for the 1981-82 academic year in order to meet the challenge of affirmative action.

4. The AA Office in cooperation with the Associate Provost for Graduate Studies developed and presented the following programs to promote minority recruitment in graduate programs for O.U.:
 - a. Planned and organized a reception for minority undergraduate students with 2.7 GPA or better.
 - b. Provided lists of minority undergraduates with 2.7 GPA or better to all Deans and graduate program directors and encouraged the active utilization of the above list for graduate student recruitment.
 - c. Provided assistance to two (2) female minority graduate students in the College of Health and Human Services that resulted in tuition and fee waivers and stipends to facilitate the continuation of their studies. Two (2) male minority graduate students were assisted in procuring financial support to continue studies at O.U. (Philosophy, HHS).

HONORS TUTORIAL COLLEGE

<u>Category</u>	<u>1979-80</u>	<u>Percentage of total Enrollment</u>	<u>1980-81</u>	<u>Percentage of total Enrollment</u>	<u>Percentage Increase or Decrease</u>
International	1	0.7874	3	2.2829	+1.4854
Black American	2	1.5748	3	2.2728	+0.6980
Asian-Indian American	0	0.0	1	0.7576	+0.7576
Japanese-American	1	0.7874	1	0.7576	+0.0298
Native American (part)	0	0.0	2	1.5152	+1.5152
Males (in all Cats.)	81	63.7794	76	57.5776	-6.2018
Females (in all Cats.)	46	36.2206	56	42.4223	+6.2017
Total enrollment	127		132		

- d. Identified the current Black graduate students at Ohio University and sponsored a reception. The reception was used to gather information about the backgrounds, goals and attitudes of the students in addition to serving as a social mixer. We also discussed the role (s) Black graduate students might play in recruiting future Black graduate students and retaining current Black undergrads.
- e. The Office of AA is updating the list of currently enrolled minority graduate students. Although we do not have final information for the Fall Quarter, 1980-81, the number so far confirmed is 30. This number includes 6 new students and 9 newly identified continuing students who were not counted in our list compiled during the Spring Quarter.

The AA Office will convene a meeting with minority graduate students in the Fall Quarter to facilitate the resolution of problems they may either have or perceive with the University. The AA Office's role is that of expediter and facilitator in bringing students together with faculty and administrators who can directly provide educational or support services. The support and encouragement of minority graduate students must become an institutionalized, self-sustaining interest in all academic units as well as among senior administration. The Office of the Associate Provost for Graduate Programs has primary responsibility for coordinating programs and recruitment of minority graduate students. The Office of the Associate Provost for Graduate Programs and the Office of Affirmative Action will continue to strongly urge academic departments and colleges to develop aggressive and effective recruitment of minority students to graduate programs.

B. Retention

A persistent concern at Ohio University has been the disparate attrition rate of minority students. While scattered corrective measures have been taken, the University has now restructured the entire undergraduate advising process in the belief that faculty-student advising is the key to improving retention efforts. It is further believed that this restructuring will have a positive effect on retaining minority students. There are two significant changes:

1. At Pre College every student (2,600 incoming Freshmen) was assigned a faculty advisor during orientation. Each student completed a data sheet for the faculty advisor. In the past, advising assignments were made much later and faculty did not have access to written information about advisees to counsel adequately.

2. Previously, exploratory students (those with an undeclared major) were assigned University College counselors. Now such students (approximately 8-900 freshmen) will have in addition a teaching faculty advisor who will be in direct contact with exploratory advisee at least 3 times each quarter. Further, a faculty advisor manual is being developed.
3. Other programs designed to provide improved student support have been consolidated with the following changes:
 - a. International Students Advisory Office was transferred to the Vice President and Dean of Students.
 - b. Student support services in CAAS have been transferred to Student Development Center which will operate:
 - i) Minority Support Counseling - designed to serve 200 minority students
 - ii) CAP (College Adjustment Program) - which served 200 students last year, 23% of whom were minorities.
 - c. The "New Friends Program" has been expanded to include Black faculty and staff with more staff time allotted to support and develop the effort.

C. Student Services

1. AA has formed a steering committee composed of community residents, and staff and faculty from Hocking Technical College and Ohio University to provide advice and resources relative to the needs and concerns of the handicapped. The committee will assist in the identification of problems and proposal of solutions pertinent to handicapped. The committee also serves as a vehicle to identify community services to assist handicapped students at Ohio University. One such service has been readers for visually impaired students.
2. In cooperation with the Director of the Language Lab the AA Office has made it possible to record textbooks that are not on file with the Recording for the Blind in New York. Faculty and students from the Theater Department have offered their services as readers to produce the recordings.
3. The office provides mobility training for the visually impaired student each quarter. This service is necessary because of the change in routes necessary to attend classes. Plans are underway to train local residents who can assist in this task.

4. The AA Office provides assistance to individual handicapped students with registration, housing and classroom problems. In cooperation with registration the AA staff provides special handling of handicapped student materials. In cooperation with housing, students are assigned to the most appropriate facility which meets the needs of the handicapped individual.
5. AA has worked with individual instructors to accommodate the special needs of handicapped students in taking their courses.
6. AA has worked with the Parking Committee to develop special parking procedures to accommodate the needs of handicapped staff, faculty, and students.
7. AA assisted in developing a plan for special elevator keys for handicapped students in buildings where access is needed to classrooms and labs.
8. AA provides assistance to women and minority student organizations to facilitate their programs. This requires advising and counseling students regarding university organization and procedures. AA helps establish liaison for students with individuals and programs at other universities. Among the student organizations that have been provided direct support are BSCPB, Delta Sigma Theta, Omega Psi Phi, Alpha Kappa Alpha, Minority Affairs Commission, Women's Program intern, Minority Student intern, Black Communications Caucus, Black Computer Science Assembly, Afro-American Affairs newspaper, Black Student Union and Student Senate.

Some of the programs benefiting from these contacts are:

- Blackburn Scholarship
- Spencer Awards
- Black Homecoming Queen Pageant
- Several minority and women speakers
- Black Communications week
- Seminar on Careers in Computer Science
- Martin Luther King Memorial
- Black Moms Reception

II. Personnel Programs: Recruitment and Staff Development

A. Affirmative Action

1. A revised and updated Affirmative Action Plan is currently being reviewed by the Senior Executive Staff for submission to the Board. The target is for total review and approval by the administration and submission to the Board of Trustees at the Winter meeting. A preliminary draft of this document was submitted as a part of our Department of Labor Compliance review materials.

2. The Affirmative Action Office maintains a resource directory and communicates appropriate information to search committees to assist hiring units in reaching potential women and minority applicants for O.U. contract positions. This resource list includes traditionally women and minority colleges and universities with departments or administrative units pertinent to the contract position opening. Other directory resources include minority and women caucuses of professional organizations and known minorities and women who are active in their profession. Other job listing services which emphasize affirmative action groups are appropriately catalogued for possible utilization.
3. Affirmative Action staff routinely and systematically meet with all major unit heads to discuss problems and solutions to current affirmative action concerns. These meetings include dissemination of updated affirmative action information and procedures to the unit heads. Periodic reminders, especially during spring quarter, are sent to all hiring units to encourage their early and effective use of AA resources and staff.
4. Participation in workshops with the Office of Personnel provides an additional vehicle for discussing affirmative action procedures and concerns with persons responsible for hiring. AA staff is currently working with the Personnel Office to develop a more effective program to solicit applications from minorities for civil service positions. A campaign to encourage women to seek non-traditional civil service positions is being actively pursued by AA and the Office of Personnel.

The Office of Personnel has devised and began implementing an action plan designed to increase the number of minorities on our civil service staff and to diversify the positions sought by our female work force. The basic components of the plan are:

- a. A series of letters sent to a variety of area resources (i.e. black community leaders, traditional and non-traditional high schools and technical colleges) explaining job opportunities at Ohio University, and a letter to area schools offering the University's presence at "Career Day" assemblies. This effort is supplemented by posters and flyers which have been widely disseminated throughout the university and regional colleges. (see attachment #1)
- b. Organization of a "Jobmobile" to conduct on-site job interviews. The job interviews will take place quarterly in designated outlying areas. They will be conducted by the Personnel Office with general assistance from Affirmative Action.

- c. Organization of a "career" orientation day for prospective minority and women applicants. The Personnel Department will be responsible for arranging tours, dissemination of information, etc., during this orientation.
 - d. A three part training session is also recommended. The training will be directed at current employees. It will begin with Personnel Department personnel especially receptionists and interviewers and eventually including the entire Personnel Department. A second group of current employees would also be given initial training. This group will include select department heads, interviewers, and supervisors. The training for all individuals will center on empathy training.
5. The University is aware of the difficulties of effectively monitoring affirmative action practices as they are presently structured. Therefore, the current hiring process as established in the "Guide to Affirmative Action and the Filling of Contract Positions" is under review, and new practices will be established to eliminate identified deficiencies.

This review and update will help to maintain and accelerate progress made this year in the hiring rates for affirmative action group members in University contractual positions. (see attachment 2 and 3)

B. Development Activities

1. The University has developed and implemented an Administrative Internship Program. This program is designed to help train and retain women and minority administrators at Ohio University. The experience of the intern will provide more direct access to University position levels which might prove attractive to the participant.
2. The University has developed a campaign that will encourage a daily awareness of and active participation by students, faculty, and staff in the practice of affirmative action.

The campaign is currently centered around the theme "At Ohio University - No One is Left Out". Posters depicting a generous diversity of affirmative action individuals as an integral part of Ohio University are on bulletin boards throughout the main campus and regional sites.

In summary, the University is committed to the continued support and development of programs presented as an "Operational Plan" at the July 1979 meeting of the Board of Trustees. The solid achievements realized via those programs will serve as a basis for development as new solutions

are considered or required. We will continue to monitor our compensation practices by appointing a task force to review and study faculty and staff not covered by our 1979-80 equity studies. We will make affirmative efforts to increase the number of minorities in our civil service work force while encouraging women to consider non-traditional job classifications. We are committed to attracting minority students and providing them with adequate support services to encourage their retention and graduation. We are dedicated to the attainment of educational justice at Ohio University.

OHIO UNIVERSITY ANNOUNCES



JOB OPPORTUNITIES FOR MINORITIES AND WOMEN

- secretaries/clerks
- custodians
- food service workers
- maintenance & grounds personnel
- power plant personnel
- account clerks
- data processing personnel
- registered nurses
- typists
- stenographers
- library personnel

LOOKING FOR A GOOD PLACE TO WORK?

Consider the following Ohio University benefits:

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OHIO UNIVERSITY
ATHENS, OHIO

Telephone - 594-5387

OHIO UNIVERSITY
CONTRACT HIRES - ADMINISTRATIVE

January 1, 1980 - August 31, 1980

ADMINISTRATORS (Permanent - Full-Time)

	<u>Males</u>	<u>%</u>	<u>Females</u>	<u>%</u>	All Minorities <u>M/F</u>
Black	5	5.8%	3	3.5%	
Caucasian	39	45.3%	35	40.7%	
Asian	0		0		
Hispanic	<u>1</u>	<u>1.2%</u>	<u>3</u>	<u>3.5%</u>	12=14%
	45	52.3%	41	47.7%	

ADMINISTRATORS (Permanent - Part-Time)

Black	0		0		
Caucasian	3		14		
Asian	0		0		
Hispanic	<u>0</u>		<u>0</u>		0%
	3	17.6%	14	82.4%	

ADMINISTRATORS (Temporary - Full-Time)

Black	1		3	50.0%	
Caucasian	0		2	33.0%	
Asian	0		0		
Hispanic	<u>0</u>		<u>0</u>		4=67%
	1	17.0%	5	83.0%	

ADMINISTRATORS (Temporary - Part-Time)

Black	0		0		
Caucasian	1		3		
Asian	0		0		
Hispanic	<u>0</u>		<u>0</u>		0%
	1	25.0%	3	75.0%	

SUMMARY - ALL ADMINISTRATIVE HIRES

Black	6	5.3%	6	5.3%	
Caucasian	43	38.0%	54	47.8%	
Asian	0		0		
Hispanic	<u>1</u>	<u>.8%</u>	<u>3</u>	<u>2.6%</u>	16=14%
	50	44.3%	63	55.7%	

OHIO UNIVERSITY
CONTRACT HIRES - FACULTY

January 1, 1980 - August 31, 1980

FACULTY (Permanent - Full-Time)

	<u>Males</u>	<u>%</u>	<u>Females</u>	<u>%</u>	All Minorities <u>M/F</u>
Black	2	3.8%	1	1.9%	
Caucasian	31	58.5%	11	20.7%	
Asian	6	11.3%	1	1.9%	
Hispanic	0		1	1.9%	11=20.7%
	<u>39</u>	<u>73.6%</u>	<u>14</u>	<u>26.4%</u>	

FACULTY (Permanent - Part-Time)

Black	0		0		
Caucasian	4		6	54.5%	
Asian	0		0		
Hispanic	0		1	9.1%	1=9.1%
	<u>4</u>	<u>36.4%</u>	<u>7</u>	<u>63.6%</u>	

FACULTY (Temporary - Full-Time)

Black	0		0		
Caucasian	1		0		
Asian	0		0		
Hispanic	0		0		0%
	<u>1</u>		<u>0</u>		

FACULTY (Temporary - Part-Time)

Black	0		0		
Caucasian	1		0		
Asian	0		0		
Hispanic	0		0		0%
	<u>1</u>		<u>0</u>		

SUMMARY - ALL FACULTY HIRES

Black	2	3.0%	1	1.5%	
Caucasian	37	56.1%	17	25.8%	
Asian	6	9.1%	1	1.5%	
Hispanic	0		2	3.0%	12=18.2%
	<u>45</u>	<u>68.2%</u>	<u>21</u>	<u>31.8%</u>	

OHIO UNIVERSITY
FALL 1980 PROGRESS REPORT
WORKFORCE PROFILE OF MINORITY AND WOMEN CONTRACT EMPLOYEES

	<u>Total</u>	<u>Female</u>	<u>%</u>	<u>Hire Rate 1980</u>	<u>Minority</u>	<u>%</u>	<u>Hire Rate 1980</u>
Faculty	852	162	19.0%	31.8%	61	7.0%	18.2%
Administrative	490	181	36.9%	55.7%	29	5.9%	14.0%

OHIO UNIVERSITY
FALL 1980
BLACK STAFF

Thomas J. Porter
Intern
President's Office

Hilda Richards
Dean
Professor, Nursing
College of Health and Human Serv.

Charlene Smith
ARC Grant, Assoc. Director
College of Health and Human Serv.

Ernestine Montgomery
Intern
VP and Dean of Students

William L. Allen (On Leave)
Asst. Dean
University College

Leibert W. Morris
Asst. to Reg. Asst. Dean
College of Osteopathic Medicine

Frank Edward Dobson
Asst. Director
Student Development Center

Jennifer A. Davis
Coordinator of Student Organizations
Student Life Programs

Brian J. Murphy
Area Director
Residence Life

Elmore Banton
Track Coach
Intercollegiate Athletics

Lawrence Lipscomb
Supervisor, Physical Plant
Chillicothe

Sherrill E. Jackson
Asst. Football Coach
Intercollegiate Athletics

William Y. Smith
Executive Asst. to the President
Office of the President

Patricia Gyi
Program Specialist
Affirmative Action

Anthony H. Coleman
Program Coordinator
Affirmative Action

Veronica Thomas
Asst. Director
Office of Admissions

Juanita Fain
Assoc. Director
Financial Aids

Cedric Dawkins
Resident Director
Residence Life

Greg Morton
Asst. Graphic Designer
University Relations

Margaret King
Director
Child Development Center

OHIO UNIVERSITY
FALL 1980
BLACK FACULTY

Seldon D. Strother
Director, Curriculum & Instruction
Director, Educational Media Center
College of Education

James F. Barnes
Assistant Professor, Political Science
College of Arts & Sciences

James F. Henderson
Assistant Professor, Political Science
College of Arts & Sciences

Cosmo George L. Pieterse
Assoc. Professor, English
College of Arts and Sciences

Grafton J. Conliffe
Asst. Professor, Modern Languages
College of Arts & Sciences

Daniel S. Williams
Assoc. Professor, Art
College of Fine Arts

Harold C. Thompson
Asst. Professor, Family Medicine
College of Osteopathic Medicine

Robert N. Rhodes
Assoc. Professor, Afro-Amer. Studies
College of Arts and Sciences

Vattel T. Rose
Chairman, Afro-Amer. Studies
College of Arts and Sciences

Francine C. Childs
Professor, Afro-Amer. Studies
College of Arts and Sciences

Sandra Haggerty
Assoc. Professor, Journalism
College of Communications

James E. Alsbrook
Professor, Journalism
College of Communications

Gladstone Yearwood
Asst. Professor, Afro-Amer. Studies
College of Arts and Sciences

Carolena Smith
Inst., General Secretarial Tech.
Chillicothe

Glen Dotson
Asst. Professor, SABSEL
College of Education

Cornelia R. Perdreau
Lecturer, O.P.I.E.
College of Arts and Sciences

Linda Hunt
Instructor, Nursing
Zanesville

Edward T. Payne
Asst. Professor, Music
College of Arts and Sciences

E. Yvonne Moss
Instructor, Afro-Amer. Studies
College of Arts and Sciences

Julius Harrington
Asst. Professor, Social Work
College of Arts and Sciences

Scott Williams
Visiting Assoc. Professor -
Inst. of Math & Medicine



Lifelong Learning, Adult Learning Services, Ohio University

September 18, 1980

TO: Board of Trustees
FROM: Dr. Betty Menson, Director, Adult Learning Services

The statistics which we have collected for your information cover only the adults in the pilot project. They are not entirely completed for that group, since some of the faculty assessments required some independent work by the students before final approval for the learning could be documented. The assessment of prior learning continues to be an exciting project with potential for reaching new populations and enabling these people to achieve career goals which had been for many of them only dreams. We have learned a great deal. We feel we have improved our system both for the student and the faculty, and for us. The program is expanding. With Curriculum Council's approval, 18 adults were enrolled in a summer course, 26 are enrolled in an Athens course for fall, 30 will be enrolled in a course at Belmont County, where the assessment of learning will be built into the Weekend College. We are looking forward to a challenging year ahead as the program continues to grow and gain faculty support as it proves its academic quality.

ASSESSMENT BY COLLEGE

COLLEGE	CREDIT AWARDED	CREDIT DENIED
Arts & Sciences	71	4
Business Administration ¹	89	16
Communications	36	0
Education	15	16
Engineering & Technology ²	146	6
Fine Arts	0	9
Health & Human Services	37	3
University College ³	<u>205</u>	<u>15</u>
	599	69

¹Includes courses in Accounting Technology and Real Estate

²Includes courses in Electronics Technology

³Includes courses in Aviation & Secretarial Technology

COLLEGE/DEPARTMENT	CREDIT AWARDED	CREDIT DEDUCTED
ARTS & SCIENCES		
English	28	5
History	4	0
Political Science	35	0
Social Work	4	4
BUSINESS ADMINISTRATION		
Accounting Technology	13	14
Business Law	24	4
Economics	4	4
Finance	20	0
Management	20	4
Real Estate	8	0
COMMUNICATIONS		
Interpersonal Communications	19	0
Journalism	17	0
EDUCATION		
Education - Audio/Visual	3	0
Education - Media	4	0
Special Education	8	16
ENGINEERING & TECHNOLOGY		
Electronics Technology	32	0
Engineering & Technology	3	0
Industrial & Systems Eng.	0	6
Industrial Technology	111	0
FINE ARTS		
Ceramics	0	9

COLLEGE/DEPARTMENT

CREDIT AWARDED

CREDIT DENIED

HEALTH & HUMAN SERVICES

Child & Family Development	9	0
Clothing & Textiles	8	0
Consumer Education	0	3
HPER	20	0

UNIVERSITY COLLEGE

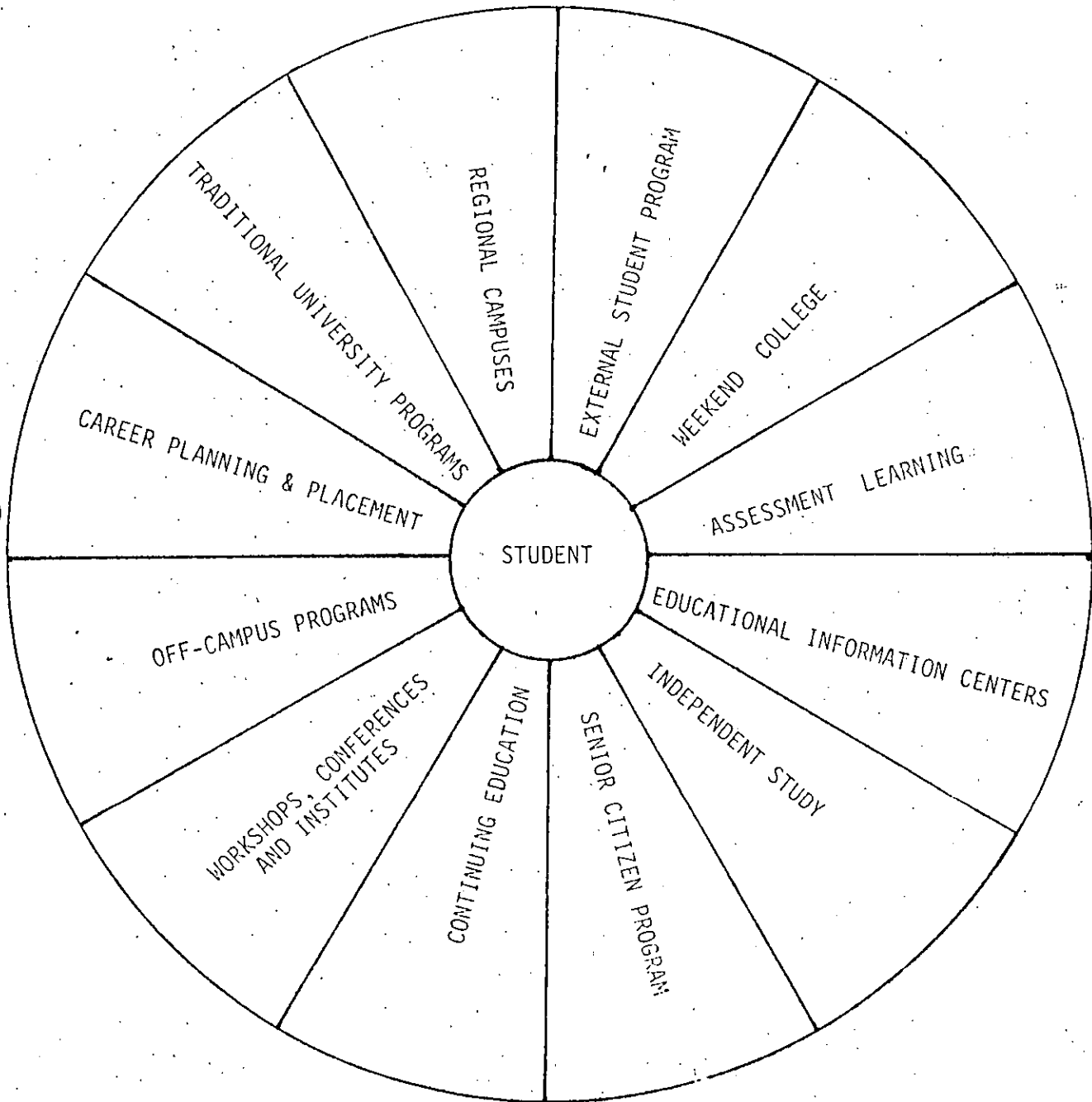
Secretarial Technology	170	15
Aviation	27	0

- 1) As of July 31, 1980, assessments in 109 different Ohio University courses have been completed.
- 2) Of the 109 different courses attempted, only 12 have not awarded any credit.
- 3) The maximum number of credit hours awarded for any one course was 25 in Political Science 390. It should be noted though that these twenty five hours are only from two students, one receiving 15 hours of credit and the other receiving 10 hours of credit.
- 4) Both Secretarial Technology 231 and Secretarial Technology 269 have been assessed for 21 hours of credit.
- 5) Courses in which ten or more credit hours have been awarded are as follows:

English 172	10 hours
English 305	13
Sec. Tech 112	12
Sec. Tech 122	12
Sec. Tech 123	12
Sec. Tech 131	21
Sec. Tech 171C	15
Sec. Tech 249	12
Sec. Tech 262	19
INCO 103	12
INDT 332	15
INDT 395	18
Political Sc. 495	10

Although some concern might be expressed over the number of hours awarded by the Secretarial Technology and Industrial Technology Departments, it should be noted that these areas seem to be most conducive to assessing credits. Each of the departments has readily measurable standards for their courses, and the assessors have supported the process and students.

THE WHEEL OF OPPORTUNITY



OHIO UNIVERSITY
ATHENS, OHIO 45701

BOARD OF TRUSTEES

Notes on Board Committee Meetings
September 19, 1980

(Prepared for record; not for distribution)

1. COMMITTEE OF WHOLE

(Keys only member absent)

Ping: Mission of regional campuses may soon become a state issue. Board members need a better understanding of the place of the regional campuses in the total university setting.

Enrollment is up 2 per cent, the mood on campus is good and the plant is in good shape.

Scott Quadrangle

Ping: Burns and Geiger are here, plus Jerles, Cron and Saad of JEMO. The terms of the lease are in the document before you. I am satisfied the terms of the lease can be met, that the renovations can be accomplished, and I urge the Board to approve the lease.

Burns: In spirit, JEMO has met Board specified conditions.

Jerles: The University has cooperated splendidly. I am awaiting formal approval.

Jeffers: Re termination, if desired. Burns: technically no, in light of HUD regulations; in spirit yes.

Bush: Re relocations, if funding requirement exceeds \$825,000. Jerles: Some intangibles, like moving of phones, and overages, we will absorb. We are guaranteeing that the upset price will not exceed \$825,000.

Geiger: Some specific plans, like exact placing of doors, may need to be accomplished. Burns: A contract will be drawn, but we decided to go the non-bond route. Bush: Is financial stability assured? Burns: HUD has approved the plans, and we know JEMO's performance record. This is understood by the Department of Public Works.

Ping: The letter of September 16 gave cost estimates leading us to assume that the work could be accomplished. In gross terms, we are satisfied. Burns: This will be incorporated in the final agreement. Taylor: Has carpeting cost, for example, been determined? Geiger: Average cost of carpeting has been worked into estimates, along with paint in several colors. Jerles: We estimated on the high side. Jeffers: This has been a much debated thing. What is the weakest point in the lease? Burns: The lease has been reviewed by State Administrative services. The greatest imponderable is the question of the replacement of a lessee in the event of a problem with the management company. So we have built in protections. We have the 20 year termination point. Interest rates being related to payout pose a problem because of uncertainties. Jeffers: If in 10 years there should be a new government program making Scott unnecessary for housing, what would happen? Burns: HUD would have to come to the University. HUD would have to pay out the lease. Spencer: In my experience, the government has always assumed liability where it was involved. Bush: What is dorm occupancy now? Harter: Dorms are filled. Bush: What is the occupancy of Crook? Harter: 400. Bush: What is the projection for the future? Harter: If this year's pattern continues, we may have to bar some students from dorms next year. We are housing 1400 more now than in 1973. We could have 250 excess if we filled all spaces. Bush: We must consider the increase in students, even though that is not a lease-related matter. We could end up barring students - that is a problem to me. We must consider this student picture. Ping: In our financial plan, we started an offset beginning in 1983. We assumed a larger number this fall. By 1985 the picture will be different, hence the plan for diverting Crook. We feel that the diversion of Scott is not a margin of error. We are fairly systematic in our estimates. Quality may be related to limited size. This must be critiqued periodically. Jeffers: Let's return to the issue of the lease. D'Angelo: How do we terminate the lease? Ping and Burns explained. Spencer: From my experience, and from a practical standpoint, no one but the University can profit from the arrangement. Jerles: That is true, You own the land, and no one would buy it. And we are building a dormitory for you.

Treasurer's Report

Kennard: The auditors will close in a week, hence this is a preliminary report. There have been no findings, so in fact this is a final report. The official report and the auditor's report may reach you in late October. I feel that we are in good financial condition.

2. EXECUTIVE SESSION

Employees' Collective Bargaining

The President gave an update on this.

OEA Suit

President: This may be heard this month. Whatever the decision, there will probably be an appeal. You may receive letters from faculty who want a vote in view of the Board's last action. I feel there should be no election until there is a law. I would recommend against approving a request for an election until there is a law. Guidelines are essential.

Budget

President: There is a likelihood of a mandated cut of 2 to 5 per cent on top of the present cut. We are looking at the possibility of a student surcharge. This will probably be an action item for our January meeting. The cuts apply to the appropriation budget only, which is roughly a third of our \$100,000,000 total budget.

3. BUDGET, FINANCE AND PHYSICAL PLANT COMMITTEE

Scott Quadrangle

Baumholtz: I am unalterably opposed to the entire concept.

Jeffers: We have three options relative to the lease: to recommend approval; to not recommend approval; to make no recommendation.

Jeffers: I have not favored the plan for Scott. With the assurances received today, I have no argument with the terms of the lease. I will accept the Board's action on the lease. Baumholtz: I will abide by the Board's decision.

Bush: I recommend that the Committee make no recommendation--the third alternative. Spencer: We must search our souls. Bush: I recommend we present it without recommendation. Spencer: We have here an opportunity for new ventures. Ping: (Restated problems inherent in the building.) We have taken the course of negotiating a contract that would be in the best interests of the University. That has been accomplished. I see grave consequences in turning it down: local reaction and state reaction. The consequences will be more severe from not approving it than from approving it.

Jeffers: I detect no consensus, which is unfortunate in my view. How do you assess this from an administrative point of view, Dr. Ping?

Ping: 1) This has been a difficult process. An inordinate amount of time has been devoted to it. It needs to be resolved and put aside. 2) Given the history of how this has gone, any member can bring it back as new business, so I am not sure what no action would mean. We should have action to discontinue or provide alternatives. Bush: Would shelving the issue pending reassessment of enrollment and other matters be unreasonable? Ping: Our plan of 4 years ago described this--Scott doesn't fit in the picture. Investment to put Scott into operation as a dormitory again would be impossible. It just doesn't figure in our plans. Spencer: We owe something to groups supporting this--city council; legislature; citizens. Baumholtz: I do not feel the building is an appropriate place for housing the elderly. To me that is the only issue.

Jeffers: Will we recommend or won't we? Bush: What will we do with the 400 students in Crook if it goes off line next year? Harter: That would be a short-term problem.

Lavelle: Converting Scott will enhance generally the availability of housing in Athens.

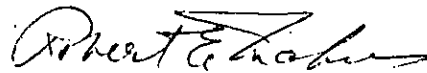
Ping: There is agreement that we must act. It may be a forced option.

Jeffers: It will be presented to the Board without recommendation, but with the request to decide in such a manner that it will not come back to the Board.

It was agreed to recommend other items on the agenda to the Board for approval.

4. EDUCATIONAL POLICIES

Dr. Bucklew was present at the meeting. He reported a candid discussion of the Curriculum Council's program review procedures. Dr. Bucklew feels these must be strengthened. Agenda items were approved for presentation to the Board.



Robert E. Mahn, Secretary

September 23, 1980