

MINUTES OF A REGULAR MEETING
BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA
THURSDAY, APRIL 17, 1969

A regular meeting of the Board of Regents of the University of Oklahoma was held in the Founder's Room of the Mayo Hotel, Tulsa, Oklahoma, on Thursday, April 17, 1969, beginning at 2:00 p.m. The meeting followed the Tulsa Alumni Club-Tulsa Chamber of Commerce "OU Day in Tulsa" luncheon at which President Hollomon was the featured speaker.

The following were present: Regent John M. Houchin, President, presiding; Regents Sparks, Davies, Huffman, and Santee.

ABSENT: Regents Calvert and Little.

The following were also present: Dr. J. Herbert Hollomon, President of the University; Vice Presidents Brown, Dean, Dennis, Katzenbach, McCarter, Riggs, and White; Dr. Gordon Christenson, Assistant to the President; Mr. David Swank, Associate Professor of Law; Mr. Raymond D. Crews, Business Administrator of the Medical Center; Mr. James E. Swain, Press Secretary; and Mrs. Barbara H. James, Assistant Secretary of the Regents.

The minutes of the meeting held on March 19, 1969, were approved.

President Hollomon reported enrollment for the spring semester totals 15,520 students on the main campus, with a total enrollment for all campuses of 19,055, which is an increase of 1,318 over last spring.

President Hollomon gave a progress report on the review of the Athletic Council charter. He said a number of suggestions have been received from the University community concerning the charter and these have been transmitted to the Athletic Council. President Hollomon said, if there are any recommendations for necessary changes in the charter, he hopes to have them ready for presentation to the Regents at the next meeting.

President Hollomon reported he has appointed a committee to draft a constitution for the University. The committee is chaired by Dr. J. Clayton Feaver, David Ross Boyd Professor of Philosophy. The committee has been asked to draft a constitution for approval by the Board of Regents defining the relationships among the University legislative bodies such as the Student Congress, the University Senate and the policy councils, and to draft a Bill of Rights. Dr. Hollomon said the committee has been working for several weeks and has now gone through several drafts of the constitution. It is hoped that the constitution will be completed and available for consideration by the Regents at the May meeting.

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A report of the various achievements and accomplishments by the students, faculty, alumni, Research Institute, and the University as a whole for the Norman and Oklahoma City campuses was included in the agenda for this meeting.

B. Academic Matters

I. Faculty Personnel

a. Norman Campus Faculty

LEAVES OF ABSENCE:

Alfred J. Weinheimer, Professor of Chemistry, sabbatical leave of absence with half pay cancelled effective February 1, 1969; leave of absence without pay, February 1 to June 1, 1969. Received full NIH Fellowship.

Paul A. Brinker, Professor of Economics, sabbatical leave of absence with full pay, January 16 to June 1, 1970.

Edward C. Stoeber, Jr., Associate Professor of Geology and Geophysics, leave of absence without pay, September 1, 1969 to June 1, 1970.

David Ballesteros, Assistant Professor of Modern Languages, leave of absence without pay, September 1, 1969 to June 1, 1970.

APPOINTMENTS:

Murlin R. Hodgell, Ph.D., Director of the School of Architecture, Dean-Designate of the College of Design or its equivalent at such time as the College may be established, Professor of Architecture and of Regional and City Planning, \$26,000 for 12 months, July 1, 1969.

Ralph K. Huitt, Ph.D., Visiting Professor of Political Science, School and Community Services, November 1, 1968. Paid by special payment.

Larry Ainsworth Gleeson, Associate Professor of Art, \$13,176 for 9 months, September 1, 1969.

Burt Kirk Scanlan, Ph.D., Associate Professor of Management, \$16,000 for 9 months, September 1, 1969.

Daniel Joseph Meyer, Assistant Professor of English, \$9,612 for 9 months, September 1, 1969.

Robert G. Turner, Assistant Professor of Finance, \$12,252 for 9 months, September 1, 1969.

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Margaret Fell Thurston, Special Instructor in Education, \$687 for 4½ months, 1/4 time, January 16 to June 1, 1969.

CHANGES:

Eugene O. Kuntz, Dean and Professor of Law; resigned as Dean effective September 1, 1969; will remain on faculty as Professor of Law.

Hamdy A. Taha, Assistant Professor of Industrial Engineering and Assistant Professor of Information and Computer Science in Department of Engineering; title in Department of Engineering deleted and all salary transferred to School of Industrial Engineering, January 16, 1969.

Mildred O. Jacobs, Assistant Professor of Psychology; given additional title of Assistant Director of Clinic, Psychology, paid additional \$1,500 for the period February 1 to August 1, 1969.

Nancy Carol Carter, Assistant Acquisitions Librarian with rank of Instructor, University Libraries, salary increased from \$7,008 to \$8,160 for 12 months, April 1, 1969.

Edward Lamonte Ohlson, Special Instructor in Education, salary changed from \$1,374 for 4½ months, 1/2 time, to \$2,061 for 4½ months, 3/4 time, January 16, 1969 to June 1, 1969.

Eugene E. Payne, Special Instructor in Industrial Engineering; given additional title of Special Instructor in Information and Computer Science in Department of Engineering, salary changed to \$876 for 4½ months, 1/4 time, from each department, January 16 to June 1, 1969.

RESIGNATIONS:

Roger E. Nebergall, Professor of Speech, September 1, 1969.

John M. Campbell, Erle P. Halliburton Professor of Petroleum Engineering, June 1, 1969.

James C. Hogan, Associate Professor of Classics, August 1, 1969.

Antonia Alvarez del Valle Bass, Assistant Professor of Modern Languages, June 1, 1969.

Julia Margaret Roberts, Special Instructor in Social Work, School and Community Services, March 1, 1969.

Approved on motion by Regent Sparks.

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President Hollomon reported the deaths of the following members of the faculty:

John F. Bender, David Ross Boyd Professor Emeritus of Education, March 13, 1969.

Stanley L. Moore, Assistant Professor Emeritus of Civil Engineering, April 7, 1969.

b. Norman Campus Summer Session

School of Art

Erna Mandowsky, Visiting Associate Professor, salary changed from \$366 per month, 1/4 time, to \$487.51 per month, .33 time, June and July.

Department of Geography

Don Roger Hoy, Visiting Associate Professor, \$1,755.55 per month, June and July.

Archie P. Melancon, Graduate Assistant, \$244.44 per month, 1/2 time, June and July.

International Programs

Ray Thomas Fullerton, Assistant to Director of Summer Session in France Program, \$500 per month, June and July.

Carol Littleton, Assistant to the Director of Summer Session in France Program, \$500 per month, June and July.

Tomas H. Rivera, Assistant to Director of Summer Session in Spain Program, \$901.33 per month, June and July.

Department of Mathematics and Astronomy

Arthur Bernhart, Professor, salary changed from \$1,125 per month, 3/4 time, to \$1,500 per month, full time, June and July.

John C. Brixey, Professor, salary changed from \$1,333.33 per month, 3/4 time, to \$1,777.77 per month, full time, June and July.

William Huff, Professor, salary changed from \$1,210 per month, 3/4 time, to \$1,613.33 per month, full time, June and July.

Earl LaFon, Associate Professor, salary changed from \$973 per month, 3/4 time, to \$1,297.33 per month, full time, June and July.

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John W. Green, Visiting Assistant Professor, salary changed from \$1,068 per month, full time, to \$801 per month, 3/4 time, June and July.

Rajinder Hora, Assistant Professor, salary changed from \$1,121.33 per month, full time, to \$981.16 per month, .875 time, June and July.

David C. Kay, Assistant Professor, salary changed from \$1,072 per month, 3/4 time, to \$1,429.33 per month, full time, June and July.

Charles Scanlon, Assistant Professor, salary changed from \$841 per month, 3/4 time, to \$1,121.33 per month, full time, June and July.

John Howland, Special Instructor, salary changed from \$673.33 per month, full time, to \$336.66 per month, 1/2 time, June and July.

Donald Patten, Special Instructor, salary changed from \$969.33 per month, full time, to \$848.17 per month, .875 time, June and July.

Thomas Jay Hill, Assistant Professor, declined to accept.

Leonard Roy Rubin, Assistant Professor, declined to accept.

University College

William O. Felkner, Academic Adviser, \$924 per month, June and July.

Health Professions Educational Improvement Program (Grant)

George C. Cozad, Associate Professor of Microbiology, Coordinator, Medical Technology Program, \$1,297.33 per month, June 1 to September 1, 1969.

1969 NSF Summer Unitary Institute in Earth Science

Willard R. McDaniel, Visiting Assistant Professor of Geology, \$2,359.10 for June 22 to August 16, 1969.

Glenn L. Miller, Visiting Special Instructor, \$1,822 for June 22 to August 16, 1969.

Approved on motion by Regent Davies.

c. Norman Campus Graduate Assistants

APPOINTMENTS:

College of Education

Lawrence B. Smelser, \$687 for 4½ months, 1/4 time, January 16, 1969.

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Department of Modern Languages

Judith Cavalier, \$2,200 for 9 months, 1/2 time, September 1, 1969.

Marvin C. Chambers, \$2,000 for 9 months, 1/2 time, September 1, 1969.

Dianne Dodd Cheseldine, \$2,000 for 9 months, 1/2 time, September 1, 1969.

Mary M. Clement, \$2,000 for 9 months, 1/2 time, September 1, 1969.

Stanley M. Davis, \$2,000 for 9 months, 1/2 time, September 1, 1969.

Paul D. Dooley, \$2,200 for 9 months, 1/2 time, September 1, 1969.

Victor Meredith Ellison, \$2,000 for 9 months, 1/2 time, September 1, 1969.

Gary A. Haldeman, \$2,000 for 9 months, 1/2 time, September 1, 1969.

J. V. Hardy, \$2,200 for 9 months, 1/2 time, September 1, 1969.

Darryl Marc Haws, \$2,000 for 9 months, 1/2 time, September 1, 1969.

Michael E. Irby, \$2,200 for 9 months, 1/2 time, September 1, 1969.

Wilbur Charles Jones, Jr., \$2,000 for 9 months, 1/2 time, September 1, 1969.

Eugenia L. Kos, \$2,000 for 9 months, 1/2 time, September 1, 1969.

Kenneth Gordon Lorimer, \$2,000 for 9 months, 1/2 time, September 1, 1969.

Kenneth W. Massey, \$2,200 for 9 months, 1/2 time, September 1, 1969.

Grant H. Moore, \$2,200 for 9 months, 1/2 time, September 1, 1969.

Carroll D. Morris, \$2,200 for 9 months, 1/2 time, September 1, 1969.

Thomas D. Morris, \$2,200 for 9 months, 1/2 time, September 1, 1969.

Marina M. Nickerson, \$2,200 for 9 months, 1/2 time, September 1, 1969.

Sheila Kaye Norton, \$2,000 for 9 months, 1/2 time, September 1, 1969.

Robert L. Olson, \$2,200 for 9 months, 1/2 time, September 1, 1969.

Stephen C. Pallady, \$2,200 for 9 months, 1/2 time, September 1, 1969.

Malcolm H. Patterson, \$2,200 for 9 months, 1/2 time, September 1, 1969.

Willie L. Reese, \$2,200 for 9 months, 1/2 time, September 1, 1969.

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Timothy Albert Burton Richards, \$2,200 for 9 months, 1/2 time, September 1, 1969.

Judy K. Salinas, \$2,200 for 9 months, 1/2 time, September 1, 1969.

Saul O. Sanchez, \$2,000 for 9 months, 1/2 time, September 1, 1969.

Guadalupe O. Thompson, \$2,200 for 9 months, 1/2 time, September 1, 1969.

Michael B. Twiehaus, \$2,200 for 9 months, 1/2 time, September 1, 1969.

Don E. Wood, \$2,200 for 9 months, 1/2 time, September 1, 1969.

J. B. Woodward, \$2,000 for 9 months, 1/2 time, September 1, 1969.

CHANGES:

Jimmy Charles Pittman, Mathematics, salary changed from \$917 for 4½ months, .40 time, to \$1,100 for 4½ months, 1/2 time, January 16, 1969.

Rebecca A. Brown, Music, salary changed from \$400 to \$550 for 4½ months, 1/4 time, January 16, 1969.

Dewey T. Christian, Music, salary changed from \$325 to \$475 for 4½ months, 1/4 time, January 16, 1969.

Mrinal K. Bhadra, Philosophy, salary changed from \$1,200 for 4½ months, 1/2 time, to \$1,800 for 4½ months, 3/4 time, January 16, 1969.

Herbert L. Snitz, Philosophy, salary changed from \$1,300 to \$1,600 for 4½ months, .80 time, January 16, 1969.

RESIGNATIONS:

Stephen Marsh Parzybok, Art, March 1, 1969.

Suresh V. Joshi, Chemistry, January 16, 1969.

Approved on motion by Regent Huffman.

d. Oklahoma City Campus Faculty

LEAVES OF ABSENCE:

Verna Lee Holtzen, M.A., Assistant Professor of Nursing (Medical-Surgical), School of Nursing, leave of absence without pay, June 1, 1969 to June 1, 1970.

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LeRoy C. Mims, M.D., Instructor (Fellow) in Pediatrics, leave of absence without pay, June 1, 1969 to June 2, 1970.

APPOINTMENTS:

William Francis Murphy, M.D., Associate Professor of Pediatrics, \$1,666.66 per month, June 12, 1969.

Leonard Roy Johnson, Ph.D., Assistant Professor of Physiology, \$1,333.33 per month, June 1, 1969.

James Malcom Hartsuck, M.D., Assistant Professor of Surgery, \$1,416.67 per month, December 1, 1969.

Geraldine Faye Williams, B.S., Instructor in Nutrition, Department of Dietetics, without remuneration, March 1, 1969.

CHANGES:

Mitsuhiro Akashi, M.D., Research Associate in Pathology, salary changed from \$600 to \$650 per month, April 1, 1969.

Paul S. Anderson, Ph.D., Professor and Chairman of Biostatistics and Epidemiology, School of Health; given additional title of Professor of Preventive Medicine and Public Health, School of Medicine, July 1, 1969.

John L. Boland, Jr., Ph.D., title changed from Instructor in Physical Medicine and Consultant in Speech Pathology in Otorhinolaryngology to Instructor in Physical Medicine in Preventive Medicine and Public Health and Consultant in Speech Pathology in Otorhinolaryngology, April 1, 1969.

Richard H. Bottomley, M.D., title changed from Assistant Professor of Research Medicine and Associate Professor of Molecular Biology in Biochemistry to Assistant Professor of Research Medicine and Associate Professor of Research Biochemistry, July 1, 1969.

Charles M. Cameron, Jr., M.D., Professor and Chairman of Health Administration, School of Health; given additional title of Professor of Preventive Medicine and Public Health, School of Medicine, July 1, 1969.

Harriet W. Coussons, M.D., Clinical Assistant (Research Fellow) in Pediatrics, salary continued at \$300 per month, January 1, 1969.

Shirley L. Dooling, M.S., title changed from Assistant Professor of Nursing (Medical-Surgical) to Assistant Dean of the School of Nursing in Charge of the Undergraduate Program and Associate Professor of Nursing, \$1,250 per month, September 1, 1969.

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Ella Mary George, M.D., title changed from Clinical Professor of Physical Medicine to Clinical Professor of Physical Medicine in Preventive Medicine and Public Health, April 1, 1969.

Frank A. Holloway, Ph.D., Assistant Professor of Medical Psychology in Psychiatry and Behavioral Sciences, salary changed from \$366.66 per month to without remuneration, April 1, 1969.

Herbert Kent, M.D., title changed from Associate Professor of Physical Medicine and of Preventive Medicine and Public Health to Associate Professor of Physical Medicine in Preventive Medicine and Public Health, April 1, 1969.

Audrey J. McMaster, M.D., promoted from Clinical Instructor to Assistant Professor of Gynecology-Obstetrics, July 1, 1969.

Royden Wayne Neal, M.D., title changed from Clinical Assistant Professor to Assistant Clinical Professor of Medicine, July 1, 1969.

Harris D. Riley, Jr., M.D., Professor and Head of Pediatrics; given additional title of Professor of Human Ecology, School of Health, April 1, 1969.

Robert P. Shaver, M.D., Assistant Professor of Ophthalmology; given additional title of Assistant Professor of Pathology, July 1, 1969.

Vernon V. Sisney, Ph.D., title changed from Associate Professor to Clinical Associate Professor of Medical Psychology in Psychiatry and Behavioral Sciences, March 1, 1969.

TERMINATIONS:

Rex T. Baggett, M.D., Instructor in Medicine, July 1, 1969.

John W. DeVore, M.D., Clinical Instructor in Medicine, July 1, 1969.

Lance Fogan, M.D., Clinical Assistant in Medicine, January 1, 1969.

Aleksander Goic, M.D., Clinical Assistant (Trainee) in Medicine, June 30, 1969.

James D. Harvey, M.D., Clinical Assistant in Medicine, July 1, 1969.

Joseph T. Herbelin, M.D., Assistant Clinical Professor of Anesthesiology, April 2, 1969.

James P. Jobe, M.D., Junior Clinical Assistant in Medicine, July 1, 1969.

Ira Kassanoff, M.D., Clinical Assistant in Medicine, July 1, 1968.

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Philip G. Lindsey, M.D., Clinical Assistant in Medicine, July 1, 1969.

John B. Massey, M.D., Instructor in Psychiatry and Behavioral Sciences, April 1, 1969.

Patrick A. McKee, M.D., Instructor in Medicine, March 1, 1969.

John P. Naughton, M.D., Assistant Professor of Medicine and of Physiology, July 1, 1969.

Alexander W. Pierce, Jr., M.D., Associate Professor of Pediatrics, Director of Medical Services, Outpatient Clinics, Children's Memorial Hospital, July 1, 1969.

Chester M. Pierce, M.D., Professor of Psychiatry and Behavioral Sciences, July 1, 1969.

Mark Edwin Reinecke, M.D., Clinical Assistant in Medicine (Research Fellow NIH Trainee), July 1, 1969.

Jack L. Riggall, M.D., Clinical Instructor in Medicine, July 1, 1969.

Howard Smotherman, M.D., Clinical Instructor in Gynecology-Obstetrics, March 28, 1969.

William B. Stavinoha, Ph.D., Associate Professor of Research Pharmacology, July 1, 1969.

Thomas R. Treece, M.D., Clinical Assistant in Medicine, January 1, 1969.

Thomas L. Whitsett, M.D., Clinical Assistant in Medicine (NIH Trainee), September 1, 1968.

Phillip J. Wright, M.D., Clinical Instructor in Medicine, January 1, 1969.

Johan A. Wulff, M.D., Assistant Professor of Medicine and Research Associate in Pathology, July 1, 1969.

Approved on motion by Regent Huffman.

President Hollomon reported the deaths of the following members of the faculty:

Wann Langston, Professor Emeritus of Medicine, on March 22, 1969.

Carl T. Steen, Assistant Professor of Psychiatry and Behavioral Sciences, on February 3, 1969.

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e. Retirements

President Hollomon reported the following members of the faculty will have reached the mandatory retirement age by July 1, 1969, or have requested that they be retired at the end of the current school year. All are eligible for retirement under the provisions of the current retirement policy.

<u>Name</u>	<u>Rank</u>	<u>Department</u>	<u>Years of Service</u>	<u>Age by 7-1-69</u>
Joseph H. Benton	Professor	Music	28	70
Geneva Evans	Assistant Professor	University School	17	68
Loyd E. Harris	Dean and Professor	Pharmacy	30	68
Dewey W. Luster	Associate Professor	Physical Education	35	70
Franklin C. Morris	Professor	Engineering	43	65
Joseph R. Taylor	David Ross Boyd Professor	Art	37	62
Balfour S. Whitney	Professor	Mathematics & Astronomy	29	65

President Hollomon recommended that the retirement of the faculty members listed above be approved effective at the end of the current semester and that Emeritus be added to each title effective upon retirement.

In addition, President Hollomon said the following employees plan to retire:

Harold Keith	Director of Sports Publicity	Athletic Dept.	39	66
Louise Gibson	Serials Cataloger with rank of Assistant Professor	Library	27	65

President Hollomon recommended that the retirement of the employees listed above be approved effective at the end of the current fiscal year and that Emeritus be added to each title effective upon retirement.

Approved on motion by Regent Huffman.

f. Appointment of Director

President Hollomon recommended that Professor R. D. Daniels be appointed Director of the School of Chemical Engineering and Materials Science from September 1, 1969, to May 31, 1970, while Professor Frank B. Canfield, the present Director, is on sabbatical leave.

Approved on motion by Regent Huffman.

g. Tenure - Norman Campus

President Hollomon said the University Budget Council has recommended that academic tenure be granted the following members of the faculty on the Norman Campus for the spring 1969:

Alan P. Marchand, Assistant Professor of Chemistry
Robert J. Bauer, Assistant Professor of English
Robert Lee DuBois, Kerr-McGee Professor of Geology and Geophysics
Charles W. Harper, Jr., Assistant Professor of Geology
Jo Ellen Uptegraft, Assistant Professor of Home Economics
Mack R. Palmer, Assistant Professor of Journalism
David C. Kay, Assistant Professor of Mathematics
Helmut J. Fischbeck, Associate Professor of Physics
Stephen Sloan, Assistant Professor of Political Science
Paul A. Barefield, Assistant Professor of Speech
Loren G. Hill, Assistant Professor of Zoology
David Vann Smith, Assistant Professor of Business Communication
(Administrative Services)
Robert Lee Curry, Associate Professor of Education
John E. Francis, Assistant Professor of Aerospace and Mechanical
Engineering
Kenneth E. Starling, Assistant Professor of Chemical Engineering
and Materials Science
Weldon W. Aldridge, Associate Professor of Civil Engineering
and Environmental Science
Leale E. Streebin, Associate Professor of Civil Engineering
and Environmental Science
Himan A. Gillespie, Assistant Professor of Civil Engineering
and Environmental Science
Leon W. Zelby, Professor of Electrical Engineering
William L. Kuriger, Assistant Professor of Electrical Engineering
Joe F. Hobbs, Associate Professor of Art
Turner W. Edge, Associate Professor of Drama
Frederick H. Miller, Assistant Professor of Law
Joseph A. Rieger, Assistant Professor of Pharmacy
John R. Grunder, Assistant Professor of Pharmacy

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President Hollomon recommended that tenure be granted the members of the faculty listed above, effective July 1, 1969.

Approved on motion by Regent Santee.

h. Tenure - Oklahoma City Campus

President Hollomon reported that the name of one member of the School of Medicine faculty was inadvertently omitted from the list of those recommended for tenure at the March Regents' meeting. Vice President Dennis supports the recommendation of his department chairman that Dr. Gordon H. Deckert, Associate Professor of Psychiatry and Behavioral Sciences, be granted academic tenure.

President Hollomon recommended that Dr. Deckert be granted tenure effective July 1, 1969.

Approved on motion by Regent Sparks.

IV. Reorganization, Establishment, Discontinuing of Departments

a. Change in Department Names

The School of Medicine has requested that the name of the Department of Physiology be changed to Department of Physiology and Biophysics and that the name of the Department of Biochemistry be changed to Department of Biochemistry and Molecular Biology.

They pointed out that the subject matter concerned is presently being taught in the above named departments, and that the proposed changes in the departmental names would more clearly define their activities, in conformance with other leading medical schools in the nation. It was also stressed that many of the new faculty members being recruited are biophysicists and molecular biologists, and that in the opinion of the above departments the proposed changes in name would further assist in their recruiting efforts.

This proposal has been submitted to the Council on Instruction and approved.

President Hollomon recommended that the name of the Department of Physiology be changed to Department of Physiology and Biophysics and that the name of the Department of Biochemistry be changed to Department of Biochemistry and Molecular Biology, effective immediately.

Approved on motion by Regent Sparks.

D. The University Community

V. Student Government

CONSTITUTION OF THE UNIVERSITY OF OKLAHOMA STUDENT ASSOCIATION

Article I

The name of this organization shall be the University of Oklahoma Student Association.

Article II

Every regularly enrolled student at the University of Oklahoma shall be a member of the University of Oklahoma Student Association.

Article III

Section 1: Cl.1. All legislative powers of the University of Oklahoma Student Association shall be vested in a unicameral Student Congress.

Cl.2. Members of the Student Congress shall live in the districts which they represent.

Cl.3. Members shall be elected for one year terms, elections to be held twice each year. Election shall be from multiple-member housing districts on the basis of proportioned representation and commuters. The Student Congress shall be fifty (50) in number.

Cl.4. When vacancies happen in the representation from any district a special election shall be held to fill such vacancies.

Cl.5. The Student Congress shall elect its officers.

Section 2: The Student Congress shall have the sole right of impeachment and removal. When sitting for that purpose they shall be on oath or affirmation. When the Student President is tried the chief justice shall preside and no person shall be convicted without the concurrence of two-thirds of the members present.

Section 3: Cl.1. The Student Congress shall be the judge of the election returns and qualifications of its members and a majority shall constitute a quorum to do business; and it may be authorized to compel the attendance of absent members in such manner and under such penalties as the Congress may provide.

Cl.2. The Student Congress may determine the rules of its proceedings and with the concurrence of two-thirds members expel a member.

Section 4: The Student Congress shall make university-wide student rules and regulations, appropriate all revenues of the University of Oklahoma Student Association, extend or deny recognition to all student organizations and activities except that it shall not recognize any organization or activity which discriminates on the basis of race, creed, color or place of national origin, and confirm or deny by majority such nominations as the Student President shall from time to time be called upon to make.

Section 5: No Student Congressman shall serve simultaneously in any high executive or judicial office of the Student Association of the University of Oklahoma; and no person holding any such office under the University of Oklahoma Student Association shall be a member of the Student Congress during his term in office.

Section 6: Cl.1. Every bill which shall have passed the Student Congress shall, before it be enacted, be presented to the Student President; if he approves he shall sign it, but if not he shall return it with his objections to the Student Congress which shall proceed to reconsider it. If after such reconsideration two-thirds of the Student Congress shall agree to pass the bill, it shall be passed. If any bill shall not be returned by the President within ten days (Sundays excepted) after it shall have been presented to him the same shall be enacted in like manner as if he had signed it.

Cl.2. Having been enacted by the University of Oklahoma Student Association all acts except those specifically dealing with the internal operation of the University of Oklahoma Student Association shall be presented to the President of the University; if he approves he shall sign it, but if not he shall return it with his objections to the Student Congress which shall proceed to reconsider it. If any bill shall not be returned by the President of the University within ten days (Sundays excepted) after it shall have been presented to him, the same shall be enacted in like manner as if he had signed it. If after such reconsideration two-thirds of the Student Congress agree to pass the bill, it shall be presented to the Board of Regents of the University of Oklahoma for their consideration.

Article IV

Section 1: The executive power of the University of Oklahoma Student Association shall be vested in a Student President. He shall hold his office during the term of one year. The Student President shall

be popularly elected by majority vote of ballots cast in an election for that purpose. In such case no candidate shall have received a majority, the two candidates having received the greatest number of votes shall stand in a run-off election no later than one week after the primary election, the candidate receiving the majority being elected.

- Section 2: The Student President shall at the time of his election and for the duration of his term be a member of the University of Oklahoma Student Association.
- Section 3: In the case of the removal of the Student President from office, or his inability to discharge the powers and duties of office, those powers and duties shall devolve on the chief officer of the Student Congress and the Congress may by act provide what officer shall assume those powers and duties if the chief officer of the Student Congress be unable.
- Section 4: If one-half ($\frac{1}{2}$) of the term of the Student President shall not have expired upon his replacement as provided above, a special election to fill the vacancy shall be held as soon as practicable. In such case, the Congressional officer who shall have assumed the powers and duties of the Student President shall resume his seat in the Congress. If one-half ($\frac{1}{2}$) of the term of the Student President shall have expired upon his replacement as provided above, the Congressional officer assuming those powers and duties shall resign his seat in the Student Congress and assume the office of Student President.
- Section 5: The Student President shall receive for his services, a compensation, which shall neither be increased nor diminished during the period for which he shall have been elected and he shall not receive within that period any other emolument from the University of Oklahoma.
- Section 6: C1.1. The Student President shall have power, by and with the advice and consent of the Student Congress, to nominate and appoint all officers of the University of Oklahoma Student Association not otherwise provided for herein.
- C1.2. He shall have power to fill all vacancies that may happen during the recess of the Congress which shall expire at the end of their next session.
- Section 7: The Student President shall represent the University of Oklahoma Student Association on all official occasions and coordinate all student activities and services. He may address the Student Congress, recommend to their consideration such measures as he

shall judge necessary and expedient; he may convene the Student Congress in extraordinary session and shall take care that all acts of the Student Congress are faithfully executed.

Section 8: The President and all other officers of the University of Oklahoma Student Association may be removed from office upon impeachment and conviction for cause.

Section 9: The Student Congress shall create such organs as shall be necessary to the implementation of the President's powers and duties.

Section 10: C1.1. Each residential housing center on the Norman campus shall by popular election choose a president who shall be responsible for exercising executive authority in that center and who shall be responsible to the Student President.

C1.2. The center president shall be responsible for the implementation of the acts of such governing councils as the centers may establish; and he shall implement in his respective residential area the acts of the Student Congress and this constitution.

Article V

Section 1: The judicial power of the University of Oklahoma Student Association shall be vested in one Student Superior Court and such inferior courts as the Student Congress may from time to time establish. The judges, both of the Superior and inferior courts, shall be regularly enrolled students at the time of their appointment and confirmation. Members of the Student Superior Court shall serve until they resign or cease to be regularly enrolled students at the University of Oklahoma or shall be impeached and convicted for cause upon a two-thirds vote of the Student Congress.

Section 2: C1.1. The judicial power of the Student Superior Court shall extend to all cases arising under this Constitution and the acts of the Student Congress.

C1.2. It shall be the highest appellate court in the student judicial system and may call cases before it on its own initiative when a constitutional issue is in question.

Section 3: No court may render an opinion, hear evidence, nor pass judgement in the absence of a quorum.

Section 4: The justices of the Student Superior Court shall choose a chairman who shall serve as chief justice.

Section 5: The membership of the Student Superior Court may not be reduced in such a manner as to force the involuntary retirement of justices.

The membership may be increased but such additions shall not become effective within the same presidential term as the increase shall have been initiated.

Article VI

- Section 1: Upon petition by ten percent (10%) of the Student Association, the Student President shall call and preside over a general meeting of the University of Oklahoma Student Association.
- Section 2: Any member of the Student Association may initiate legislation provided that the proposed legislation bears the valid signature of members of the Student Association equal to fifteen percent (15%) of the number of students voting in the last general election. Such legislation shall be brought before the Student Congress for a vote. If rejected by the Student Congress it shall as soon as practicable be put before a vote of the Student Association and shall require a majority of affirmative votes on the issue and that majority shall be at least equal in number to the majority of students voting in the most recent previous election for Student President.
- Section 3: The members of the Student Association may recall any elected representative if the petition providing for a recall election shall be signed by the number of members of the Student Association in the affected officer's district equal to fifteen percent (15%) of the total voters in that district, and provided that the question "Shall (name) be retained as a (state officer) from (district)?" shall receive a majority of nay votes in the election and that number shall be equal to a majority of the votes cast in the most recent Student Congress election in that district. In such case as the Student President shall be concerned that majority shall be equal in number to a majority of the votes cast in the most recent election for Student President. If the nay votes prevail as above, a special election to fill the vacancy thus created shall be called as soon as practicable.
- Section 4: Any bill being considered for passage by the Student Congress may, by a majority vote of the Congress, be referred to the members of the Student Association for their approval. In such case the Student Congress shall provide for the publication of such bill and its general dissemination among the members of the Student Association at least one week prior to such election. For such bill to be enacted it must receive a majority of the votes cast unless more stringent requirements are set by the Student Congress and fifteen percent (15%) of the total number of eligible voters shall have participated in such election. Balloting on such bill shall take place at such time and in such manner as

provided by the Student Congress, and the results of such an election shall be binding upon the Student Congress.

Article VII

There shall be a Publication Board responsible for recognition of student publications. It shall also be responsible for appropriating funds to those publications. The structure of the Publication Board shall be determined by the Student Congress.

Article VIII

Section 1: All student fees which are used to support any student activity or facility or have traditionally been labeled as student activity fees shall be deposited with and appropriated by the Student Congress.

Section 2: The only source of university funds, either directly or indirectly, for student organizations or activities shall be that of the University of Oklahoma Student Association.

Article IX

Section 1: This constitution may be amended by a majority vote of the members of the Student Association provided that the amendment shall have been presented to them by a two-thirds majority vote of the Student Congress at least three weeks prior to the election at which the amendment is to be voted upon and provided that it receives the number of yea votes equivalent to a majority of those voting in the most recent election for Student President.

Section 2: This constitution may be amended by a convention for that purpose provided that the call for such a convention receives the two-thirds majority approval of the Student Congress voting at a regularly scheduled meeting at least three weeks prior to a vote of the University of Oklahoma Student Association on the same question and provided that in that election the call for a convention receive a majority of votes cast in the affirmative and that that majority shall be equal to a majority of the votes cast in the most recent election for Student President.

Section 3: This constitution may be amended by a majority vote of those students voting on the proposed amendment if that majority is equal in number to a majority of those students voting in the most recent election for Student President and provided that the amendment has been proposed to the voters by a petition bearing the signatures of University of Oklahoma Student Association members equivalent to fifteen percent (15%) of the total number voting on the last election for Student President.

Article X

Section 1: Implementation of this constitution in its student aspects shall begin when passed by a majority of the members of the University of Oklahoma Student Association voting in a special election called for the purpose of considering this constitution.

Section 2: This constitution shall be considered ratified when, in addition to the conditions outlined in Section 1 of this article, it has been approved EN TOTO by the Regents of the University of Oklahoma.

Section 3: Cl.1. Upon approval of this constitution by the membership of the University of Oklahoma Student Association as provided above, this Constitutional Convention shall serve as the first session of the Student Congress and the Convention's Chairman shall serve as the first Student President under this constitution.

Cl.2. The assumption of those powers and duties outlined above by the Convention and its Chairman shall not preclude their meeting as a convention to make necessary changes in this document prior to its adoption by the Board of Regents of the University of Oklahoma provided that such changes be approved by the members of the University of Oklahoma Student Association.

Article XI

The legislation of the Student Senate and the standing rules of the Constitutional Convention shall remain in force unless amended or repealed by the Student Congress.

Article XII

All student constitutions, by-laws, rules and regulations or provisions thereof which are contrary to the provisions of this constitution are hereby declared null and void.

Article XIII

STUDENT BILL OF RIGHTS

Section 1: The student has the right to be considered for membership in any student organization or group without regard to race, color, place of national origin, religious creed, or political belief.

Section 2: The student has the right to petition the government for redress of grievance.

Section 3: The student has the right to judicial due process, including a speedy trial, confrontation of plaintiff or his witness, counsel,

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presumption of innocence, protection against cruel punishment, and appeal.

Section 4: The student has the right to bring suit within the regular judiciary structure for any violation of right guaranteed by the Student Bill of Rights or student regulations.

Section 5: The student has the right not to be twice put in jeopardy for the same offense.

Section 6: The student has the right to establish and/or disseminate publications free from any censorship or other official action controlling editorial policy or content.

Section 7: The student has the right to invite and hear any person of his choice on any subject of his choice.

Section 8: The student has the right to form, join, and participate in any group for any legal purpose.

Section 9: The student has the right to use campus facilities, subject to uniform regulations governing the facility.

Section 10: The student has the right of assembly to demonstrate, inform, or protest, so long as the normal workings of the University of Oklahoma Student Association are not disrupted.

Section 11: The student has the right to be secure in his possessions, against invasion of privacy, and unreasonable search and seizure.

President Hollomon said the Student Constitution was ratified by a second election held on March 24, 1969, after the first one was declared questionable by the student convention. The vote was 2,014 to 1,505. The constitution approved at the second election was identical with the one voted on previously.

After reviewing this document, President Hollomon said he finds it is generally consistent with the plan of The Future of the University and recommended approval effective immediately. Acceptance is, of course, subject to the provisions of the University Constitution now in preparation in the event of conflict. President Hollomon recommended further that the Student Constitution be approved with the understanding that student actions under Articles VII and VIII are subject to approval of the President of the University and, if required, the University Regents. It should be clearly understood that the Student Bill of Rights applies only to protect the student against the actions of the student government. The University Constitution will provide a Bill of Rights for the University generally.

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So that the interim student government could begin its business, President Hollomon said he has indicated his general acceptance of the Student Constitution to the convention and the new government has now begun its work.

In presenting the Student Constitution to the Regents, President Hollomon made the following statement:

"You have before you my recommendation to approve the Constitution of the University of Oklahoma Student Association. It was ratified by one of the largest votes in the history of student government at the University of Oklahoma. It provides for self-government in student affairs. It also provides for student participation in University affairs, along with faculty and administration. I have placed it before you with my approval subject to some understandings that should be made explicit.

"The first is that Article VII relating to the publications board and its structure as well as funding is of concern to the entire community. This subject is not of such a nature that the student government ought to have exclusive authority. It is clearly understood that any student action under that article will be considered as a recommendation which requires further action by the President or in appropriate cases the Board of Regents. In other words nothing in the student constitution will impair the independence or integrity of the freedom of the press under its governing body. Moreover, the University Constitution now being drafted by a committee authorized by the Regents will be asked to consider adequate protection to insure the independence and freedom of the press consistent with the plan for The Future of the University.

"Second, Article VIII provides for appropriations of student fees by the Student Congress. There may be fees which are now under the control of the President and Regents, and any appropriations by the Student Congress will be subject to the approval of the President and in appropriate cases the Regents. In other words appropriations under Article VIII will be in the nature of appropriation requests.

"Third, there has been some concern expressed about the extent of Article XIII, the Student Bill of Rights. Some members of the University community have expressed the fear that the Bill of Rights written by the students would be construed to extend to the entire University. This has no foundation in fact of intent. The Bill of Rights provision in the Student Constitution applies only to action by the student government against students.

"The Student Constitution creates a Student Congress made up of representatives elected from housing districts, a student President elected by all students and a judiciary to apply the rules passed by the Student Congress. In addition, the Congress may initiate legislative proposals affecting

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the entire University. The student Bill of Rights protects fundamental freedom of students against the student government.

"The Student Constitution was entirely the work of students. There may be some who do not like every single provision. There may be some who may be inclined to treat it lightly and believe they are entitled to withhold recognition because it was not written their way. There may be some who think it will lead to more of the same old meaningless student government run by a handful of students that are not representative of the rest. Some may claim special treatment. Some may favor protecting their vested interests at the expense of others.

"But with all its faults as a human product, it speaks for all interests. And all interests should participate, for it will govern them all.

"My faith in student self-government and participation in University affairs has been enormously strengthened and confirmed. For this, I am deeply grateful.

"The entire state, and certainly we in the University community, ought to give the students at OU our compliments and our confidence."

President Hollomon recommended adoption of the following Resolution:

Be it resolved by the Regents of the University of Oklahoma this 17th day of April, 1969, that they hereby approve and ratify the Constitution of the University of Oklahoma Student Association subject to the following interpretations:

1. The Constitution of the Student Association is subject to the provisions of the Constitution of the University of Oklahoma.
2. That Article VII relating to the Publications Board and its structure as well as its funding is the concern of the entire community and because of its nature is not one under which the student government has exclusive authority. Any action under this article shall be considered a recommendation to the President and to the Regents.
3. That under Article VIII the action of the Student Congress shall be considered a recommendation to the President

and to the Regents in the same manner as other budget requests from the various colleges are recommendations.

4. That the Student Bill of Rights under Article XIII shall apply only to action by the Student Government against the students and there shall be included in the University Constitution an overall Bill of Rights for the University Community.

When the Student Constitution is published this Resolution shall be published with that Constitution in order that this approval is clearly understood by all members of the University Community and the public at large.

President Hollomon said that Mr. Bob Ruggles, representing Sigma Delta Chi, and Mr. W. G. Henthorne, representing the Oklahoma Press Association, had requested permission to address the Board before the Regents took action on the Student Constitution. Mr. Houchin stated he had no objection to this request.

The main concern of Mr. Ruggles and Mr. Henthorne was Article VII having to do with the Publication Board and Article VIII pertaining to the appropriation of student fees. Mr. Ruggles and Mr. Henthorne both agreed that most of their reservations about these two Articles have been answered by the Resolution proposed by President Hollomon. Mr. Ruggles requested, however, that any recommendations pertaining to Article VII and Article VIII of this Constitution which may be presented by the student government to the President and the Regents be laid upon the table for a period of one month before action is taken.

President Hollomon replied that any major recommendations for changing policy initiated either by the students or by the faculty will be made public for an appropriate period of time before action is taken, whether or not the recommendations deal with this problem. He said he can give this broad assurance, but will not single out this one issue.

Regent Santee moved adoption of the Resolution proposed by President Hollomon.

Approved.

E. Finance and Management

I. Investments

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President Hollomon reported the following funds are or will be available for investment:

Murray Case Sells Foundation - \$5,048.70 cash

Noble Auxiliary Flying Field Sales Account - \$163,820
6-1/8% Certificate of Deposit maturing on May 15, 1969

President Hollomon recommended that, since the Sells Foundation is used for the matching portion for the National Defense Student Loan Fund, a Treasury Bill to mature on or before September 1, 1969 be purchased with the \$5,048.70 cash available.

He recommended also that the principal and interest of the \$163,820 Certificate of Deposit in the Noble Auxiliary Flying Field account be reinvested in a Certificate of Deposit or Treasury Bills, whichever will bear the highest rate of interest, for a period of six months.

Vice President Brown reported that in addition to the investment items included in the agenda, J. & W. Seligman had recommended that the \$2,249.87 cash in the Murray Case Sells Building Fund be used to purchase two Treasury Bills to mature on July 3, 1969.

On motion by Regent Sparks, all of the above investment recommendations were approved.

b. May M. Walker Estate

President Hollomon requested permission to add to the agenda for this meeting consideration of a matter pertaining to the settlement of the May M. Walker Estate. The Regents unanimously agreed to consider the matter at this time.

President Hollomon reported that the University has received a little more than one-half of the funds bequeathed to the University by the late May M. Walker. He said there are a number of properties, both in stocks and bonds and in real estate, which the executors of the Walker Estate have asked the University to consider as final settlement of the University's interest in the Estate. Since some negotiation is involved, he

recommended that the Regents authorize the President of the University to accept on behalf of the University, subject to the recommendations of Mr. David Swank, legal counsel, and Mr. Boyd Gunning, Trust Officer, such real property or otherwise to fulfill the bequest from the Walker Estate.

On motion by Regent Sparks, the recommendation was approved.

IX. Insurance

a. Fringe Benefit Program

President Hollomon said that during the past year the University and Blue Cross and Blue Shield have had many, many problems in determining the proper carrier to pay hospital and surgical claims for employees who have reached age 65. All employees who have reached this age are strongly urged to sign up for Medicare coverage. The additional insurance coverage, particularly for those who are retired, has not been commensurate with premiums when the costs of Medicare are considered.

Patterns have now been well established regarding the items that will be paid by Medicare for both retirees and their dependents. Changes should now be made in the University's program. For some time representatives from the University and from the Blue Cross/Blue Shield office in Tulsa have been meeting to work out a more satisfactory insurance program, particularly for the retired employee.

A lesser problem exists regarding the employee who has reached age 65 but has not yet retired. The present contract provides that to the extent that benefits are available through the Medicare program, Medicare becomes the prime carrier with supplements being made by Blue Cross and Blue Shield to provide basic coverage available to all employees. The supplement is often very minor, and the additional benefits for the employee who is 65 are not commensurate with the premiums paid by the employee for Medicare coverage and by the University for the supplemental coverage.

For the Class I employee (regular employee with University paid premiums) and Class VI (dependents of Class I employees) most of the problems could be solved by removing the exclusion provision from the contract regarding Medicare benefits. This will permit Blue Cross and Blue Shield to coordinate benefit payments with Medicare, thereby allowing them to pick up the coverage not provided by Medicare to the limit of the contractual amounts. The premiums do not change, but additional coverage would be afforded to those who are over 65.

Blue Cross and Blue Shield has an insurance program known as the Plan 65 coverage with extended benefits to a basic coverage. The base coverage premium is \$4.00 per month with a premium of \$3.00 additional to obtain

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the extended benefit coverage. A copy of the Plan 65 was enclosed with the agenda for this meeting for the information of the Regents. Many of our retirees currently carry this (as additional to themselves) in addition to the OU plan.

The following is a summary of the present and proposed premiums if the Plan 65 with extended coverage is adopted for employees and dependents who are over 65. In some cases the premiums increase, but additional insurance coverage is provided to offset the increase in premium for those over 65. The University pays the premiums in Classes I and III only.

Class	Group	No. Employees or Family Units	Present Premium		Proposed Rate	
			Employee	Family	Employee	Family
I	Regular employee (over 65: 118)	1,455	\$6.25		\$6.25	
VI	Dependents of Class I (over 65: 10) For those over 65	400		\$13.70	\$13.70	Remove exclusion regarding Medicare to permit coordina- tion with Medicare. No change in premium.
II	Employee not eligible for University paid benefits					
	under 65	309	5.45		5.45	
	over 65	<u>14</u>	5.45		7.00	
		<u><u>323</u></u>				
VII	Dependents of Class II					
	under 65	171		12.50	12.50	
	over 65	<u>14</u>		12.50	7.00	
		<u><u>185</u></u>				
III	Retired employee					
	under 65	12	5.45		5.45	
	over 65	<u>178</u>	2.50		7.00	
		<u><u>190</u></u>				
IV	Dependents of dependent retirees					
	under 65	30		12.50	12.50	
	over 65	<u>87</u>		2.75	7.00	
		<u><u>117</u></u>				

Class	Group	No. Employees or Family Units	Present Premium		Proposed Rate	
			Employee	Family	Employee	Family
V	Dependents of deceased employees					
	under 65	9		\$12.50		\$12.50
	over 65	<u>1</u>		2.75		7.00
		<u>10</u>				

President Hollomon recommended that effective July 1, 1969 the University Fringe Benefit Program be amended to incorporate the Blue Cross/ Blue Shield Plan 65 with extended benefits into the program. The University would, of course, continue to pay the premium for the employee and the retiree, with the dependent coverage being paid by the individuals involved. If the recommendation is approved, there are four amendments that need to be signed in order to change the contracts for both Blue Cross and Blue Shield. President Hollomon also recommended that the President of the University be authorized to sign the amendments for the University.

Approved on motion by Regent Davies.

X. Collection Policies

a. A Procedure for the Collection of Student Debts

I. Procedures providing a method for the collection of student debts and appeal.

- A. These procedures clarify existing practices of the University governing the collection of delinquent student debts, assign responsibility for the supervision of the procedures for the collection of such debts and provide the students with a method whereby they may appeal a determination of indebtedness.
- B. Categories of Student Debts - The debts of students shall be divided into three categories as follows:
 - 1. Category I - Insufficient fund checks and delinquent enrollment fee payments.
 - 2. Category II - Delinquent housing payments.
 - 3. Category III - Traffic fines, library fines, delinquent student health service payments, delinquent laboratory breakage fees, and miscellaneous types of indebtedness.
- C. Procedure to Collect Debts

Category I. Insufficient funds checks and delinquent enrollment fee payments.

Whenever a student attempts to pay enrollment fees with an insufficient funds check, and the student does not respond to routine notification regarding the check, steps will be taken as follows:

Step 1. A form notice will be mailed to the student.

Step 2. If the student does not respond to the notice within 5 days, a certified letter, return receipt requested, will be mailed to the student to explain that suspension will be recommended unless the fees are paid within 10 days. A copy of the letter will also be mailed to a single student's parents, certified mail, to keep them informed about the debt. A letter will not be sent to parents of students 21 years of age or older.

Step 3. If the indebtedness is not paid within 10 days or a satisfactory agreement for payment made after the date of the delivery of a certified letter, the Bursar will notify the Director of Registration in writing of the amount of indebtedness and request that the student be suspended.

Step 4. The Director of Registration will suspend the student, notify University personnel concerned about the suspension action, and inform a single student's parents of the suspension. A letter will not be sent to parents of students 21 years of age or older.

Step 5. If the certified letter to the student is returned by postal authorities undelivered, a personal contact will be made by the personnel from the Bursar's office.

Step 6. Should the personal contact fail to yield results within 5 days after the date of contact, the Bursar will notify the Director of Registration in writing of the amount of indebtedness and request that the student be suspended. Step 4 action will take place.

Category II. Delinquent Housing Payments.

Before students are assigned to housing units, they sign contractual agreements which specify the dates when housing payments are due. The University considers this to be a first notification to the student. Should a student fail to make a housing payment within 10 days after it is due, steps will be taken as follows:

Step 1. A "past due account" notice will be mailed to the student.

Step 2. If the student does not respond to the notice within 5 days, a personal contact will be made by a dormitory counselor to inform the student of his indebtedness. A first class letter will also be sent to a single student's parents to keep them informed in the matter. A letter will not be sent to parents of students 21 years of age or older.

Step 3. Should the procedures described in steps 1 and 2 fail, a certified letter, return receipt requested, will be mailed to the student to explain that suspension will be recommended unless the fees are paid within 10 days. A copy of the letter will also be mailed to a single student's parents, certified mail, to keep them informed about the debt. A letter will not be sent to parents of students 21 years of age or older.

Step 4. If the indebtedness is not paid within 10 days or a satisfactory agreement for payment made after the date of the delivery of a certified letter, the Director of Housing will notify the Director of Registration in writing of the amount of indebtedness and request that the student be suspended.

Step 5. The Director of Registration will suspend the student, notify University personnel concerned about the suspension action, and inform a single student's parents of the suspension. A letter will not be sent to parents of students 21 years of age or older.

Step 6. If the certified letter is returned by postal authorities undelivered, a personal contact by the personnel from the Housing Office will be made.

Step 7. Should the personal contact fail to yield payment results within 5 days after the date of contact, the Director of Housing will notify the Director of Registration in writing of the amount of indebtedness and request that the student be suspended. Step 5 action will take place.

Category III. Traffic fines, library fines, delinquent student health service payments, delinquent laboratory breakage fees, and miscellaneous types of indebtedness.

The procedures recommended for a debtor in this category will only be instituted if the student accumulated over \$25.00 in total indebtedness to the University. For example, a student who accumulated a \$10 debt to the Student Health Service, \$15 in traffic fines, and owed \$1 to the University Library would be subject to the procedures. No suspension action would be taken relative to another student who owed \$15 to the Library, \$5 to the Student Health Service and \$4 in traffic fines. A student with less than \$25 due under Category III will still be subject to an "enrollment stop" procedure to prevent re-enrollment in the University until all indebtedness are cleared.

Step 1. A form notice will be mailed to the student.

Step 2. If the student does not respond to the notice within 5 days, a certified letter, return receipt requested, will be mailed to the

student to explain that suspension will be recommended unless the fees are paid within 10 days. A copy of the letter will also be mailed to a single student's parents, certified mail, to keep them informed about the debt. A letter will not be sent to parents of students 21 years of age or older.

Step 3. If the indebtedness is not paid within 10 days after the date of the delivery of a certified letter or a satisfactory agreement for payment is made, the Bursar will notify the Director of Registration in writing of the amount of indebtedness and request that the student be suspended.

Step 4. The Director of Registration will suspend the student, notify University personnel concerned about the suspension action, and inform a single student's parents of the suspension. A letter will not be sent to parents of students 21 years of age or older.

Step 5. If the certified letter is returned by postal authorities undelivered, a personal contact will be made by a Bursar's representative.

Step 6. Should the personal contact fail to yield payment results within 5 days after the date of contact, the Bursar will notify the Director of Registration in writing of the amount of indebtedness and request that the student be suspended. Step 4 action will take place.

D. Effect of withdrawal or termination of enrollment while indebted

Students who withdraw, transfer or otherwise terminate their enrollment at the University with financial indebtedness will have their official student records flagged and their transcripts shall not be released to other persons, institutions or agencies until all debts are paid.

E. Officers responsible for enforcement of Debt Collection Policy

The Vice President for Finance and Administration in cooperation with the Vice President for the University Community and the Vice President for Operations, or their designees, shall be responsible for the supervision of the procedures set out herein.

F. Appeal Procedures

1. Right of Appeal. All students shall have a right of appeal from any determination concerning any debt sought to be collected under this procedure. In the event that a student believes that concerning such debt he has been charged an improper fee or that the amount of

alleged indebtedness owed to the University is or has for any reason been incorrectly stated or that there is some other error in the statements submitted by the University, he may ask for a hearing in order that he may present his statement of facts.

2. Appeals Committee. The President of the University shall appoint a committee of three to sit as an appeals committee. Two members of the committee shall be selected from the faculty or staff of the University and one member shall be selected from the student body of the University. The faculty members or staff members shall be appointed for a term of two years. The student member shall be appointed annually. If necessary the President may appoint two or more appeal committees.

No member of the staff of the Office of Admissions and Records, Bursar's Office or Housing Office shall be appointed to the Appeals Committees.

3. Time and Method of Appeal. In order for a student to exercise his right of appeal under this policy, he must notify the Bursar's Office of his desire for a hearing before the date of his suspension. If a student shall fail to exercise his right of appeal prior to the date of his suspension then the suspension shall be final. This shall not preclude the student from contesting the amount of the indebtedness upon his application for readmission during any subsequent semester. In order to appeal a Category III debt the student must first pay the amount of the indebtedness. If the appeal is decided in favor of the student, the payment shall be promptly refunded to him.

4. Notice of Right to Appeal. It shall be the responsibility of all University personnel contacting students concerning the collection of debts under this policy to notify the student of his right of appeal or hearing. All letters or notices sent to students under this policy shall contain a statement of the right to appeal.

G. Effect of Suspension

1. If suspension action is taken, the student shall not be reinstated within the same semester or term the suspension occurred.

2. If suspension action is taken, the effective date shall be ten (10) calendar days after the date when a certified letter has been delivered to the student or five (5) days after a personal contact with the student has been made by a University representative. The student shall then be officially withdrawn from the University and shall receive grades under academic regulations applicable on the date of suspension.

II. Regulations Supersede Existing Regulations.

These regulations supersede all previous regulations on collection of student debts adopted by the Regents.

President Hollomon recommended that the Regents approve the Debt Collection Policy shown above to become effective immediately.

Approved on motion by Regent Huffman.

F. Operations and Physical Plant

I. Non-Academic Personnel

ADMINISTRATIVE AND PROFESSIONAL

APPOINTMENTS:

Kenneth E. Bolton, reappointed Assistant Director, Model Cities, School and Community Services, rate of \$12,000 for 12 months, March 1 to July 1, 1969. Subject to availability of grant funds.

Susan Braun, Accountant II, General Services, \$250 per month, part time, February 25 to July 1, 1969.

Larry Paul Martin, Extension Specialist II, Director of Special School Services, School and Community Services, \$13,284 for 12 months, June 1, 1969.

C. J. Roberts, reappointed Extension Specialist II, School and Community Services Tulsa Office, rate of \$18,500 for 12 months, March 1 to July 1, 1969. Subject to availability of grant funds.

CHANGES:

Charles H. Addison, title changed from Systems Analyst Trainee to Systems Analyst, Computing Center, salary increased from \$9,000 to \$10,000 for 12 months, March 1, 1969.

Kenneth W. Bray, Programmer I, Computing Center, salary increased from \$6,210 for 12 months, .90 time, to \$6,900 for 12 months, full time, January 1, 1969; title changed to Applications Analyst Trainee, salary increased to \$8,000 for 12 months, March 1, 1969.

Larry G. Greenwell, title changed from Computer Instructor to Section Head, Education and External Development, Computing Center, salary increased from \$5,670 for 12 months, .70 time, to \$10,000 for 12 months, full time, March 1, 1969.

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William C. Howard, II, title changed from Assistant Manager to Manager, Oklahoma Center for Continuing Education, salary increased from \$11,400 to \$14,976 for 12 months, January 1, 1969.

David A. Johnson, Public Information Assistant, transferred from Financial Aids to University Relations, salary changed from \$2,430 for 12 months, 1/2 time, to \$6,060 for 12 months, full time, March 1, 1969.

Isobel L. Knoepfli, Physical Therapist, Student Health Service, salary changed from \$6,240 for 12 months to \$6,240 for 9 months, March 1, 1969. Correction.

Rosemary K. McQuillan, title changed from Senior Clerk, Employment Services, to Extension Specialist II, School and Community Services, salary increased from \$3,132 to \$6,516 for 12 months, February 18, 1969.

RESIGNATIONS:

Jack Olen Howell, Extension Specialist III, Director, Liberal Studies, College of Continuing Education, March 17, 1969.

Kathleen Maher, Systems Analyst, University Libraries, July 1, 1969.

Warren L. Osburn, Extension Specialist II, Assistant Director, Civil Defense Training Center, School and Community Services, April 3, 1969.

Approved on motion by Regent Huffman.

II. New Construction

a. Program Consultant - Student Activities Center

President Hollomon said that since the problems of programming a new facility and retaining the existing Oklahoma Memorial Union in its present use (or possible reassignment of certain spaces and activities) are of such a complex nature, it is felt that a recognized consultant knowledgeable of such facilities is necessary to program joint use of both facilities to the ultimate best advantage of the total University community.

If the appointment of a consultant is approved, compensation for the consultant's services can be agreed upon following final selection, but it has been suggested that the compensation not exceed \$150 per day plus travel costs and living expenses while traveling.

President Hollomon recommended that the Regents authorize the President of the University to employ a consultant to develop a written program for the Student Activities Center with the understanding that the total fee paid the consultant may not exceed \$5,000.

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Approved on motion by Regent Santee.

b. Change Order - Power Plant Expansion Project

President Hollomon reported the following changes have been proposed for the Power Plant Expansion project:

1. For increased capacity boiler feed pumps	ADD	\$16,247.46
2. For changing Bailey Meter controls	ADD	2,488.67
3. For revising the boiler feed piping	DEDUCT	<u>11,511.97</u>
	NET ADDITION	\$ 7,224.16

These changes have been approved by the project architect, Hudgins, Thompson, Ball and Associates, by the University's Director of Facilities Planning, and by the Vice President for Operations.

President Hollomon recommended approval of change order No. 5 to the contract with Link Cowen Construction Company for the Power Plant Expansion as shown above.

Approved on motion by Regent Santee.

c. Major Capital Improvements Report

As shown on the attached three pages, a report was presented to the Regents on major capital improvements projects now under construction and in various stages of planning on the Norman and Oklahoma City campuses. No action was required.

III. Repairs, Remodeling, and Renovation

a. Air-Conditioning Cate Center

President Hollomon said air-conditioning Cate Center has been recommended by the Vice President for Operations and the Vice President for the University Community. He said that although it will not be possible to complete fully the project by September, 1969, every effort will be made to phase the construction work so that the least amount of disruption to occupancy will occur. The estimated cost of the project is \$250,000.

President Hollomon recommended that the Regents select a consulting engineer to undertake immediately the design of and development of construction documents for fully air-conditioning Cate Center.

Regent Sparks, Chairman of the Architectural Committee, stated the committee recommends the appointment of Carnahan and Thompson, Oklahoma City, as consulting engineers for this project.

President Hollomon's recommendation and the appointment of Carnahan and Thompson were approved on motion by Regent Sparks.

VI. Purchases

a. Dissecting Tables

President Hollomon reported that bids were circulated through Central Purchasing for furnishing cadaver dissecting tables and extra stainless steel cadaver storage trays. These trays and tables are part of the equipment for the Basic Science Building now being constructed on the Oklahoma City Campus.

Eleven companies were invited to bid on these items but only one bid, that of King Metal Products, Inc., was received. Although the specifications used were those of King Metal Products, Inc., the invitation to bid clearly stated that other designs would be considered and were solicited.

The bid of King Metal Products, Inc. is as follows:

16 cadaver dissecting tables	\$17,392
Alt. 1 - 16 tables with trays but without book holders	16,832
Alt. 2 - 8 extra stainless steel trays	840
Alt. 3 - 272 extra stainless steel trays	26,112

President Hollomon recommended acceptance of the base bid of King Metal Products, Inc. in the amount of \$17,392 and alternate No. 3 in the amount of \$26,112 for a total cost of \$43,504. Funds are available to cover the cost of these items.

Approved on motion by Regent Davies.

G. University Projects

IV. University Foundation and Trusts

a. Oklahoma University Development Authority

In order to acquire property for the University of Oklahoma and to provide a vehicle for financing capital improvements through the issuance of tax exempt bonds, President Hollomon said the Foundation Trustees have created a public trust authority. A copy of the Trust Indenture is as follows:

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TRUST INDENTURE

KNOW ALL MEN BY THESE PRESENTS:

THIS TRUST INDENTURE dated as of the _____ day of April, 1969, by the University of Oklahoma Foundation, Inc., hereinafter referred to as the Trustor, and H. O. Harder, Earl Sneed, T. H. McCasland, Ward S. Merrick, T. R. Benedum, G. L. Cross, J. H. Hollomon and R. Boyd Gunning, constituting the Executive Committee of the Board of Trustees of the University of Oklahoma Foundation, Inc., and their successors in office, to be known as the Trustees of Oklahoma University Development Authority, who shall be Trustees of the Trust herein set out and hereinafter referred to as Trustees.

W I T N E S S E T H :

That in consideration of the payment by the Trustor to the Trustees of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, the mutual covenants herein set forth, and other valuable considerations, the said Trustees agree to hold, manage, invest, assign, convey, lease and distribute as herein provided, authorized and directed, such property as Trustor, or others, may from time to time assign, transfer, lease, convey, give, bequeath, devise or deliver unto this Trust or the Trustees hereof.

TO HAVE AND TO HOLD such property and the proceeds, returns, rents, profits and increases thereof unto said Trustees and said Trustees' successors and assigns, but nevertheless in trust, for the use and benefit of the University of Oklahoma, hereby designated as Beneficiary of this Trust and hereinafter referred to as Beneficiary, and upon the following trusts, terms and conditions herein stated.

ARTICLE I

CREATION OF TRUST

The undersigned Trustor creates and establishes a trust for the use and benefit of the Beneficiary, for the public purposes and functions hereinafter set forth, under the provisions of Title 60, Oklahoma Statutes 1961, Sections 176 to 180, inclusive, the Oklahoma Trust Act and other applicable statutes and laws of the State of Oklahoma.

ARTICLE II

The name of this Trust shall be "Oklahoma University Development Authority," hereinafter referred to as Trust. The Trustees shall conduct all business and execute or authorize the execution of all instruments, and otherwise perform the duties and functions required in the execution of this Trust.

ARTICLE III

The purpose of this Trust is to promote the development of the University of Oklahoma, and to that end:

(1) To acquire, construct, reconstruct, extend, lease, purchase, install, equip, maintain, repair, enlarge, remodel and operate any property, improvements, buildings, land, and other facilities of every nature for use by the University of Oklahoma, the Board of Regents thereof, the State of Oklahoma or the United States of America, or for use by authorities or agencies of the State of Oklahoma or of the United States of America or of any municipality thereof, or for use by municipal or other political subdivisions of the State of Oklahoma, or for the use of corporations, individuals, partnerships, associations or proprietary companies.

(2) To plan, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer land, property, buildings, improvements and facilities of every nature, which may be useful in the development of the University of Oklahoma.

(3) To lease, rent, furnish or provide such land, property, buildings, improvements, and facilities for use by industrial, manufacturing or other firms, businesses, or concerns upon such terms as the Trustees may deem suitable; and to relinquish, rent, dispose of, or otherwise make provisions for properties owned or controlled by Trust but no longer needed for Trust purposes.

(4) To perform on behalf of the beneficiary the functions and powers as authorized by industrial development statutes.

(5) To provide funds for the cost of financing, refinancing, acquiring, constructing, purchasing, equipping, maintaining, leasing, repairing, improving, extending, enlarging, remodeling, holding, storing, operating and administering any or all aforesaid property, improvements, buildings, facilities, and all properties (real, personal or mixed) needful for executing and fulfilling the Trust purposes as set forth in this instrument and all other charges, costs, and expenses necessarily incurred in connection therewith and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues.

(6) To expend all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for purposes specified herein; and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, and to distribute the residue and remainder of such funds to the Beneficiary.

ARTICLE IV

DURATION OF TRUST

This Trust shall have duration for the term of duration of the Beneficiary and until such time as its purpose shall have been fully fulfilled, or until it shall be terminated as hereinafter provided.

ARTICLE V

THE TRUST ESTATE

The Trust Estate shall consist of:

(1) The funds and property presently in the hands of the Trustees or to be acquired or constructed by Trustees and dedicated by the Trustor and others to be used for trust purposes.

(2) Any and all leasehold rights remised to the Trustees by the Beneficiary as authorized and empowered by law.

(3) Any and all money, property (real, personal or mixed), rights, choses in action, contracts, leases, privileges, immunities, licenses, franchises, benefits, and all other things of value coming into the possession of the Trustees pursuant to the provisions of this Trust Indenture.

(4) Cash in the sum of \$10.00 paid to Trustees, receipt of which is hereby acknowledged by the Trustees.

The instruments executed for each project, and such issuance of Trustees' Bonds and other indebtedness, shall set out the specific property of the Trust Estate exclusively pledged and mortgaged for the payment of such indebtedness.

ARTICLE VI

THE TRUSTEES

(1) The Trustees of this Trust shall be the persons presently constituting the Executive Committee of the Board of Trustees of the Trustor, University of Oklahoma Foundation, Inc., and the Executive Director and Secretary of the Trustor, and the persons who shall be their successors in said offices of the Trustor and each such successor in office shall without any further act, deed or conveyance, automatically become Trustee of this Trust and become fully vested with all the estate, properties, rights, power, duties and obligations of his predecessor hereunder with like effect as if originally named as a Trustee herein. In the event the Trustor ceases to exist, successor Trustees shall be selected by the Trustees at the time a vacancy occurs.

This Trust Indenture shall become effective when executed by the herein designated original Trustees and accepted by the Regents of the University of Oklahoma.

The Trustees are hereby authorized to adopt by-laws and to change the same from time to time. Such by-laws may prescribe quorum requirements for meetings of the Trustees, frequency of meetings, duties of officers, and other matters normally prescribed by by-laws in accordance with the provisions of this Trust Indenture.

(2) The person who shall be the Chairman of the Executive Committee of the Trustor shall become automatically the Chairman of the Trustees and shall preside at all meetings and perform other duties designated by the Trustees. The Trustees shall designate the time and place of all regular meetings. All actions by the Trustees pursuant to the provisions of this Trust Indenture shall be approved by the affirmative vote of at least a majority of the Trustees qualified to act as such under the provisions of this Trust Indenture. The person who shall be Vice-Chairman of the Executive Committee of the Trustor shall be Vice-Chairman of the Trustees who shall act in the place of the Chairman during the latter's absence or incapacity to act.

(3) The person who shall be the Executive Director and Secretary of the Trustor shall act as Secretary of the Trustees. The Secretary shall keep minutes of all meetings of the Trustees and shall maintain complete and accurate records of all their financial transactions, all such minutes, books and records to be on file in the office of the Trust. All meetings of the Trustees shall be open to the public, and the books, records and minutes of the Trustees shall be considered as public records and available for inspection at all reasonable times by any interested party.

(4) The person who shall be the Treasurer of the Trustor shall act as Treasurer of the Trustees.

(5) The Trustees may appoint a general manager for the Trust Estate, and may employ such other clerical, professional, legal and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of the Trust Estate, and may fix their duties, terms of employment and compensation. All Trustees shall serve without compensation but shall be reimbursed for actual expenses incurred in the performance of their duties hereunder. In the event a general manager for the Trust Estate is appointed by the Trustees, the said general manager shall administer the business of the Trust Estate as directed from time to time by the Trustees.

(6) The Trustees are authorized to contract, in connection with the incurring of any funded indebtedness secured by the Trust Estate and/or its revenues, or any part of either or both, that in the event of a default in the fulfillment of any contract obligation undertaken on behalf of the Trust Estate or in the payment of any indebtedness incurred on behalf of the Trust Estate, that a Temporary Trustee or Trustees or Receiver shall be appointed

to succeed to the rights, powers and duties of the Trustees then in office. Any such contract, if made, shall set out the terms and conditions under which such Temporary Trustee or Trustees or Receiver shall be appointed and operate the Trust Estate, and provide for compensation to be paid, appointment to be vacated and permanent Trustees to be automatically reinstated upon termination of all defaults by which the appointment of Temporary Trustee, or Trustees or Receiver was authorized.

(7) Bonds or other evidences of indebtedness to be issued by the Trustees shall not constitute an indebtedness of the University of Oklahoma or of The Board of Regents thereof, or of the State of Oklahoma nor personal obligations of the Trustees of the Trust, but shall constitute obligations of the Trustees payable solely from the Trust Estate.

(8) The Trustees, the State of Oklahoma and the Beneficiary hereof, shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust or in the operation of the Trust Estate; but any act or liability for any omission or obligation of the Trustees in the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

(9) Notwithstanding any other provision of this Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind or obligate any other Trustee, or the Beneficiary, in his or its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

ARTICLE VII

POWERS AND DUTIES OF THE TRUSTEES

To accomplish the purposes of the Trust, and subject to the provisions and limitations otherwise provided in this Trust Indenture, the Trustees shall have, in addition to the usual powers incident to their office and the powers granted to them in other parts of this Trust Indenture, the following rights, powers, duties, authority, discretion and privileges, all of which may be exercised by them without any order or authority from any court or legislative body.

(1) To finance, refinance, acquire, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer any of the property, buildings or facilities designated pursuant to Article III hereof as the Trustees shall determine necessary for developing the University of Oklahoma and at their discretion to give to the University of Oklahoma or sell at any price to the

University of Oklahoma any such property, buildings and facilities; provided, however, if any of such property, buildings and facilities were constituted or acquired as a result of Outstanding Bonds or other evidences of indebtedness, then such property, buildings and facilities may not be given or sold to the University of Oklahoma until such Bonds, or other evidences of indebtedness and interest due thereon have been paid in full; and provided further that the said property, buildings and facilities may be given or sold to the University of Oklahoma upon payment to the Bank Corporate Trustee of a price equal to the principal and interest of the Outstanding Bonds and other evidences of indebtedness to the time of the next call for redemption date thereof. The Trustees are authorized to acquire or receive gifts of such property, buildings or facilities, and to exercise all the herein granted rights and powers with respect to such property, buildings and facilities regardless of whether the same is located within or without the State of Oklahoma or the United States of America.

(2) To enter into contracts for the acquisition and construction of property, buildings and facilities authorized to be acquired and constructed pursuant to the terms of this Trust Indenture.

(3) To employ such architectural and engineering firm or firms as the Trustees deem necessary to prepare such preliminary and detailed studies, plans, specifications, cost estimates and feasibility reports as are required in the opinion of the Trustees. The cost of such engineering and architectural work shall be paid out of the proceeds of the sale of bonds or from such other funds as may be available therefor.

(4) To enter into contracts for the sale of bonds, notes or other evidences of indebtedness or obligations of the Trust for the purpose of acquiring, equipping or constructing property, buildings, improvements and facilities authorized to be acquired or constructed pursuant to the terms of this Trust Indenture and for that purpose may:

(a) Employ a financial advisor, or committee of advisors, to advise and assist the Trustees in the marketing of such bonds, notes or other evidences of indebtedness or obligations, and to present financial plans for the financing of the acquisition or construction of each project, and to recommend to, or consult with, the Trustees concerning the terms and provisions of bond indentures and bond issues, and may pay appropriate compensation for such work and services performed in the furtherance of the project.

(b) Sell all bonds, notes or other evidences of indebtedness or obligations of the Trust in whole or in installments or series and on such terms and conditions and in such manner as the Trustees shall deem to be in the best interest of the Trust Estate; and

(c) Appoint and compensate attorneys, paying agencies and corporate trustees in connection with the issuance of any such bonds, notes, evidences of indebtedness or other obligations of the Trust.

(5) To enter into and execute, purchase, lease or otherwise acquire property (real, personal or mixed), contracts, leases, rights, privileges, benefits, choses in action, or other things of value and to pay for the same in cash, with bonds or other evidences of indebtedness or otherwise.

(6) To make and change investments, to convert real into personal property, and vice versa, to lease, improve, exchange or sell, at public or private sale, upon such terms as they deem proper, and to resell, at any time and as often as they deem advisable, any or all the property in the Trust, real and personal; to borrow money, or renew loans to the Trust, to refund outstanding bonded indebtedness and to execute therefor notes, bonds or other evidences of indebtedness, and to secure the same by mortgage, lien, pledge or otherwise; to purchase property from any person, firm or corporation, and lease land and other property to and from the Beneficiary and construct, improve, repair, extend, remodel and equip buildings and facilities thereon and to operate or lease or rent the same to individuals, partnerships, associations, corporations and others, including the University of Oklahoma, the Board of Regents thereof, United States of America or the State of Oklahoma and agencies or authorities of the United States of America, or of the State of Oklahoma, or of any municipality thereof, and also including all municipal or other political subdivisions of the State of Oklahoma, and to do all things provided for in Article III of this Trust Indenture, and procure funds necessary for such purpose by the sale of bonds or other evidences of indebtedness by a mortgage, lien, pledge or other encumbrance or otherwise of such real and personal property, buildings and facilities owned or otherwise acquired, leased or controlled by Trustees, and by rentals, income, receipts and profits therefrom, or from any other revenues associated with the ownership, operation or control of the property of the Trust; to lease or sublease any property of the Trust or of which the Trustees may become the owners or lessees.

(7) To fix, demand and collect charges, rentals and fees for the property, buildings and facilities of the Trust; to discontinue furnishing of properties, buildings and facilities to any person, firm or corporation, or public instrumentality, delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods and commodities as are incident to the operation of its properties.

(8) To make and perform contracts of every kind, including management contracts, with any person, firm, corporation, association, trusteeship, municipality, government or sovereignty; and without limit as to amount to draw, accept, indorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warranties, bonds, debentures, and other negotiable or non-negotiable instruments, obligations and evidences

of unsecured indebtedness, or of indebtedness secured by mortgage, deed of trust or otherwise upon any or all income of the Trust, in the same manner and to the same extent as a natural person might or could do. To collect and receive any property, money, rents, or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized Trust purposes set out herein.

(9) To do all other acts in their judgment necessary or desirable for the proper and advantageous management, investment, and distribution of the Trust Estate and income therefrom.

The whole title, legal and equitable, to the properties of the Trust is and shall be vested in the Trustees, as such title in the Trustees is necessary for the due execution of this Trust. Said Trustees shall have and exercise exclusive management and control of the properties of the Trust Estate for the use and benefit of the beneficiary.

The Trustees may contract for the furnishing of any services or the performance of any duties that they may deem necessary, or proper, and pay for the same as they see fit.

The Trustees may select depositories for the funds and securities of this Trust. Temporary Trustee or Trustees or Receiver appointed pursuant to paragraph 6 of Article VI hereof may employ special counsel to represent them and such special counsel's compensation shall be paid from revenues of the Trust Estate.

The Trustees may compromise any debts or claims of or against the Trust Estate, and may adjust any dispute in relation to such debts or claims by arbitration or otherwise and may pay any debts or claims against the Trust Estate upon any evidence deemed by the Trustees to be sufficient. The Trustees may bring any suit or action, which in their judgment is necessary or proper to protect interest of the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit against the Trust, or the Trustees or employees, agents or servants thereof. They may compromise and settle any suit or action, and discharge the same out of assets of the Trust Estate, together with court costs and attorneys' fees. All such expenditures shall be treated as expenses of executing this Trust.

No purchaser at any sale or lessee under a lease made by the Trustees shall be bound to inquire into the expediency, propriety, validity or necessity of such sale or lease or to see to or be liable for the application of the purchase or rental moneys arising therefrom.

ARTICLE VIII

BENEFICIARY OF TRUST

(1) The Beneficiary shall have no legal title, claim or right to the Trust Estate, its income, or to any part thereof or to demand or require

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any partition or distribution thereof. Neither shall the Beneficiary have any authority, power or right, whatsoever, to do or transact any business for, or on behalf of, or binding upon the Trustees or upon the Trust Estate, nor the right to control or direct the actions of the Trustees. The Beneficiary shall be entitled solely to the benefits of this Trust, as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and then only, the Beneficiary shall receive the residue of the Trust Estate.

(2) Trustor now declares that this Trust Indenture shall not be subject to revocation, alteration, amendment, revision, modification or termination as long as there is an outstanding indebtedness of Trustees.

ARTICLE IX

TERMINATION OF TRUST

This Trust shall terminate -

(1) When the purposes set out in Article III of this instrument shall have been fully executed; or

(2) In the manner provided by Title 60, Oklahoma Statutes 1961, Section 180; provided, however, that this Trust shall not be terminated by voluntary action if there be outstanding indebtedness or fixed term obligations of the Trustees, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of this Trust, and after payment of all debts, expenses and obligations out of the moneys and properties of the Trust Estate to the extent thereof, shall distribute the residue of the money and properties of the Trust Estate to the beneficiary hereunder. Upon final distribution, the powers, duties and authority of the Trustees hereunder shall cease.

ARTICLE X

The Trustees accept the Trust herein created and provided for, and agree to carry out the provisions of this Trust Indenture on their part to be performed.

IN WITNESS WHEREOF, the Trustor and the Trustees have hereunto set their hands on the day and year indicated.

UNIVERSITY OF OKLAHOMA FOUNDATION, INC.

Executive Director & Secretary of the
Board of Trustees

Chairman of the Board of Trustees TRUSTOR

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H. O. Harder

Earl Sneed

T. H. McCasland

Ward S. Merrick

T. R. Benedum

G. L. Cross

J. H. Hollomon

R. Boyd Gunning

TRUSTEES

ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

That the Regents of the University of Oklahoma, a body corporate, hereby accepts the beneficial interest in the Trust created by the within and foregoing Trust Indenture, for and on behalf of said Beneficiary in all respects in accordance with the terms of said Trust Indenture.

WITNESS my hand as President of the Regents of the University of Oklahoma, attested by the Assistant Secretary of the Regents of the University of Oklahoma, pursuant to direction of said Board of Regents, this 17th day of April, 1969.

ATTEST:

President, Regents of the
University of Oklahoma

Assistant Secretary, Regents of the
University of Oklahoma

President Hollomon recommended that the Regents adopt the following Resolution accepting the beneficial interest of the new trust and authorize the President of the Board to execute the necessary documents:

A RESOLUTION ACCEPTING THE BENEFICIAL INTEREST
IN THE TRUST CREATED BY A TRUST INDENTURE FOR AND ON
BEHALF OF THE UNIVERSITY OF OKLAHOMA IN ALL RESPECTS
IN ACCORDANCE WITH THE TERMS OF SAID TRUST INDENTURE.

BE IT RESOLVED BY THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA:

SECTION 1. That the Trust Indenture by and between University of Oklahoma Foundation, Inc., as Trustor, and H. O. Harder, Earl Sneed, T. H.

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McCasland, Ward S. Merrick, T. R. Benedum, G. L. Cross, J. H. Hollomon and R. Boyd Gunning and their respective successors in office, as Trustees, dated as of _____ day of April, 1969, creating the "Oklahoma University Development Authority," wherein the University of Oklahoma is declared to be the beneficiary of said Trust, be and the same is hereby approved and the Board of Regents of the University of Oklahoma accepts said Trust for and on behalf of the University of Oklahoma.

PASSED and APPROVED the 17th day of April, 1969.

REGENTS OF THE UNIVERSITY OF OKLAHOMA

(SEAL)
ATTEST:

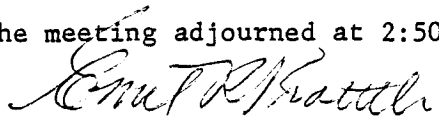
President

Assistant Secretary

Approved on motion by Regent Sparks.

President Hollomon stated he would like to thank Regent Santee, the Tulsa Chamber of Commerce, and the Tulsa Alumni Club for the invitation to Tulsa and for their hospitality. He also thanked the University staff in Tulsa and in Norman for assisting in arrangements for the Tulsa visit. Mr. Houchin stated the Regents would like to join in thanking all of those concerned and requested the Secretary to prepare the appropriate letters expressing appreciation.

There being no further business the meeting adjourned at 2:50 p.m.


Emil R. Kraettli, Secretary

Others present at the meeting:

David Johnson, Office of Public Information (operating the tape recorder)
Elizabeth Stubler, Office of Public Information
W. C. Price, Dean of Admissions and Registrar
Stanley Hicks, Dean of Men
F. Donald Clark, Dean of the College of Fine Arts
E. F. Cates, Acting Dean of the Extension Division and the College of Continuing Education
John R. Morris, Dean of the University College
C. J. Mankin, Director of the School of Geology
Tom J. Love, Director of the School of Aerospace and Mechanical Engineering
Joe Bowman, Postal Service Institute
Ron Butler, Tulsa World
Bob Ruggles, Oklahoman and Times

OFFICE OF FACILITIES PLANNING
THE UNIVERSITY OF OKLAHOMA

MAJOR CAPITAL IMPROVEMENTS PROGRAM

PROGRESS REPORT, APRIL, 1969

PROJECTS UNDER CONSTRUCTION

Project Number	Project	Architect	Contractor	Contract Award Date	Original Contract Amount	Current Contract Amount	Status (% complete)	Contract Completion Date
NORMAN CAMPUS								
	Physical Sciences Center	Gumerson & McCormick	Rayco Constr. Co.	Dec. 12, 1968	3,837,972	Same	5 %	Sept. 26, 1971
	Golf Course Facility	Architectural Committee	Bill Hayes Const. Co.	April 11, 1968	277,950	Same	96%	Dec. 29, 1968
*	Alternation of and Addition to Jefferson House	Architectural Committee	Tankersley & Sons	April 11, 1968	183,000	184,558	100%	Nov. 5, 1968
	Multiple "T" Hangars	Office of Facilities Planning	Aztec Const. Co.	Sept. 12, 1968	50,933	Same	98%	Feb. 6, 1969
	Power Plant Expansion	Hudgins, Thompson, Ball & Associates, Inc.	Link Cowen Const. Co.	June 4, 1968	2,260,120	2,281,398	53%	June 23, 1969
**	Social Sciences Center	Wright & Selby	Lippert Bros., Inc.	May 11, 1967	2,832,319	2,828,222	100%	Jan. 3, 1969

* Construction is complete. \$18,455.88 has been retained until an agreement of the assessment of Liquidated Damages has been reached.

** Construction is complete. \$25,000.00 has been retained until an agreement of the assessment of Liquidated Damages has been reached.

OKLAHOMA CITY CAMPUS

	Basic Science Bldg.	Frankfurt, Short, Emery & McKinley	Blount, Barfell Dennehy, Inc.	Sept. 14, 1967	3,077,200	3,033,819	75.1%	Aug. 4, 1969
***	Remodeling Ward I-H Childrens' Memorial Hospital	Physical Plant Staff	Beasley-Craig Const., Inc.	April 11, 1968	117,216	Same	99.9%	Oct. 8, 1969
***	Emergency Room Remodeling	Physical Plant Staff	Boles Const., Inc.	June 13, 1968	54,025	Same	99.9%	Oct. 9, 1968
	Anatomy Laboratory Remodeling	Physical Plant Staff	Boles, Const., Inc.	Feb. 3, 1969	32,825	Same	75 %	May 13, 1969
	Baboon Care Facility	Physical Plant Staff	Boles, Const., Inc.	Jan. 13, 1969	19,195	Same	25 %	April 18, 1969

*** Project construction complete except for a few minor items of adjustment. 10% retainage being withheld until final completion.

OFFICE OF FACILITIES PLANNING
THE UNIVERSITY OF OKLAHOMA

MAJOR CAPITAL IMPROVEMENTS PROGRAM

PROGRESS REPORT, APRIL, 1969

PROJECTS IN VARIOUS STAGES OF PLANNING

Project Number	Project	Architect	Contract or Letter	Estimated Cost	Status	Est. Compl. Date-Plans	Est. Compl. Date-Const
NORMAN CAMPUS							
	Athletic Dormitory	Coleman, Ervin, & Associates	L 10/16/67	850,000	Architects have completed the construction documents and have submitted prints to the Office of Facilities Planning and Physical Plant Department for review and checking. Request is being made at this Regents' meeting for approval and permission to advertise for bids.		
	Swimming Pool	Fritzler, Knoblock, Furry		250,000	Architects have completed the Design Development drawings which have been approved by the Regents. They are now preparing Construction documents which should be completed by June 1, 1969.		
	Health Center	Jones, Halley, Bates, Riek	L 11/11/65	1,700,000	Construction documents are in the hands of the prospective bidders. Bid are to be received April 25, 1969.		
	Physical Education and Recreation Center	Reid & Heep	L 10/05/66	4,000,000	Use Planning Committee is in the process of development of a written design program with staff assistance from the Office of Facilities Planning.		
	University Arena	Sorey, Hill, Binnicker	L 05/05/66	8,500,000	Schematic plans begun under the guidance of Athletic Department. Use Planning Committee has begun review of these initial planning efforts and a design program is being developed with staff assistance from the Office of Facilities Planning.		
	Student Activities Center	Noftsgar & Lawrence	L 07/22/68	Undetermined	Development of design program under way. Architectural design consultant is yet to be selected by the University's Board of Regents.		
	E.A. Walker Dormitory	Murray, Jones, Murray	L 02/08/66	850,000	Project dormant. A total of \$445,000 of the \$850,000 gift has been received.		
	Undergraduate Library	Shaw and Shaw	L 02/08/66	3,500,000	Since passage of the December, 1968, bond issue this project will be revived and development of a design program will be undertaken immediately.		

PROJECTS IN VARIOUS STAGES OF PLANNING
(Continued)

Project Number	Project	Architect	Contract or Letter	Estimated Cost	Status	Est. Compl. Date-Plans	Est. Date
NORMAN CAMPUS (continued)							
	Law School	Whiteside, Schultz & Chadsey	L 02/08/66	3,320,000	Basic schematics developed by Architects during 1965/66. However, upon completion of an academic program for the University President's recently appointed committee, a design program will be developed with staff assistance from the Office of Facilities Planning and it is anticipated that previously developed schematic planning will be completely re-done. In view of the anticipated work of the academic planning committee, it is likely that the project budget will be revised.		
	Life Sciences Center	McCune, McCune & Associates	L 02/08/66	2,000,000	Project has been dormant, but in view of the recently passed construction bond issue, it is anticipated that this project will be revived and a closer look taken at the schematic planning which has taken place. It is likely that a need exists for a written design program before further schematic planning is undertaken.		
	Severe Storms Lab	Otha Wolf	L 10/12/67	692,000	Schematic plans partially developed. Project awaiting federal funding.		
	Fine Arts Center and Museum	Howard, Samis & Lyons	C 04/12/68	2,301,000	Construction contract has been signed and the contractor should begin construction sometime during April.		
OKLAHOMA CITY CAMPUS							
	New University Hospital Phase I	Frankfurt, Short, Emery & McKinley	C 12/23/66	10,500,000	Plans in process of review by Dallas Public Health Service Officials.		June
	Student Housing-Self Liquidating Bonds	Murray, Jones, Murray	L 03/15/68	5,521,000	Preliminary plans approved June 13, 1968. Because of high site and parking structure costs, waiting for possible assistance from December bond monies or federal funding program.		
	New Library-Computer Building	Sorey, Hill, Binnicker	Architect supplied by Donor	4,216,754	Schematics prepared for use in grant request. Request approved by National Library of Medicine, but not funded to date.		
	Radiology Addition-Self-Liquidating Bonds	Seminoff, Bowman, Bode	L 03/15/68	400,000 (bldg. only)	Conferences with bond advisors indicate good possibility for bond sale. Bond advisors are to deliver a proposal to us within the next month.		

April 17, 1969

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Jim Bross, Norman Transcript
Ann Long, Oklahoma Daily
Dick Shaffer, Tulsa Tribune
W. G. Henthorne, Tulsa World and the Oklahoma Press Association
Gerry Winston, Tulsa Extension Division Office