

A G E N D A

SAGINAW VALLEY COLLEGE  
BOARD OF CONTROL

REGULAR MONTHLY MEETING

Monday, September 11, 1972  
7:30 p.m.

Board Room - Wickes Hall

- I. Call to Order by Chairman
- II. Approval of Minutes of Annual Organizational and Regular Meeting of August 14, 1972
- III. Communications
- IV. Committee Appointments
- V. Administrative Reports
- VI. Committee Reports
  - 1.) Academic Committee
  - 2.) Building Committee
  - 3.) Finance Committee
- VII. Resolution on Master Charge arrangements
- VIII. Great Lakes Intercollegiate Athletic Association
- IX. Other Business
- X. Adjournment

## MINUTES

BOARD OF CONTROL  
SAGINAW VALLEY COLLEGE

## REGULAR MONTHLY MEETING

SVC Board Room - Wickes Hall  
September 11, 1972

Present: Curtiss  
Gilmore  
Groening  
Kendall  
Vaupre  
Zahnow

## Others

Present: Capitan  
Dickey  
Driver  
Gross  
Kearns  
Marble  
Faculty (2)  
Students (1)  
Press (2)

Absent: Arbury, excused  
Runkel, "

## I. CALL TO ORDER

The Chairman called the meeting to order at 7:40 p.m.

## II. APPROVAL OF MINUTES OF PREVIOUS MEETING

EM-332 Mr. Kendall moved that the minutes of the Regular Monthly and Annual Organizational Meeting held August 14, 1972 be approved as submitted.

Dr. Gilmore supported.

Ayes: Curtiss, Gilmore, Groening, Kendall, Vaupre, Zahnow  
Absent: Arbury, Runkel

Motion carried.

## III. COMMITTEE APPOINTMENTS

The Chairman announced the following committee appointments for the ensuing year:

SAGINAW VALLEY COLLEGE

COMMITTEES  
of the  
BOARD OF CONTROL

ACADEMIC COMMITTEE

Arbury - Chairman  
Kendall, John  
Runkel  
Zahnow  
Groening - ex-officio

INVESTMENT COMMITTEE

Zahnow - Chairman  
Driver  
Groening

BUILDING COMMITTEE

Gilmore - Chairman  
Curtiss  
Vaupre  
Zahnow  
Groening - ex-officio

NOMENCLATURE COMMITTEE

Runkel - Chairman  
Gilmore  
Kendall  
Vaupre  
Groening - ex-officio

FINANCE COMMITTEE

Zahnow - Chairman  
Arbury  
Curtiss  
Runkel  
Groening - ex-officio

COOPERATION WITH  
PIT AND BALCONY

Curtiss - Chairman  
Capitan  
Gilmore  
Hanes  
Kieft

IV. COMMUNICATIONS

None.

V. ADMINISTRATIVE REPORTS

The President introduced Dr. Daniel Nussbaum, Assistant Professor of Mathematics, and Tim McLin, SVC student, who were visitors at the meeting. Mr. Adolph Ayala, Instructor of Spanish, was also present.

A. Registration

President Marble said that the total number of students registered for study at SVC as of September 11th is 2,263, an increase of almost 10% over the past year. When the final registration figure is available, it is hoped that the enrollment will be a head count of 2,300. He called attention to an article in the September 10th edition of the Detroit Free Press reporting that registration is down in general-- as much as 20% in some institutions. On the other hand, at SVC, we have never felt that the enrollment here will follow the national trend, and do anticipate further growth next year even though the registration is on the down swing in the nation in general. The downward trend reflects a diminished birth rate, and without any question the reduction in draft calls has reduced the use of college attendance as an escape. At the same time, it has been noticed that there seems to be a growing tendency to professional or vocational study; but some of the community colleges that have emphasized vocational education have suffered a decline in registration, all of which makes it difficult to make an accurate appraisal. At SVC, the registration of 461 students in the Fine Arts Program shows a remarkable increase. The Nursing Program, which was designed to accommodate

30 students, has admitted 34, with a waiting list of 108 applicants. There are 24 students registered in the M.A.T. Program, which is good considering that the decision on a Master's Program was made late in the summer. The Ethnic Studies Program showed 74 registrations, with 36 students registered in the Polish Language Program. The Technology Programs have 69 registrations, with 44 enrolled in Mechanical Technology.

B. Library

President Marble said that the circulation pattern has been re-designed in the library. This is an effort to keep a closer check on the book collection, and it appears to be an attractive and effective change.

C. Student Center

Copies of a Project Program Statement for a Campus Center were distributed for study by the Board. The President expressed appreciation to the Campus Center Planning Committee for the amount of time they spent on this project.

D. Judicial Code

The Dean for Student Services reported that there will be a workshop on the campus this weekend to review parking and traffic rules and regulations as it relates to students.

E. Mexican-American Awards Dinner

The first Awards Dinner to recognize persons making special contributions to the Spanish-speaking community in the Tri-Counties will be held in Doan Center.

VI. COMMITTEE REPORTS

A. Academic Committee

No report.

B. Building Committee

The Chairman of the Building Committee reported a gift of \$25,000 which was given to purchase an observatory. Adequate equipment within the \$25,000 is available, including a 16" reflecting telescope and other instruments within a 24' diameter prefabricated fiberglass dome to be built on a site yet to be chosen on the SVC Campus. The new observatory will enable the College to expand its program as a step toward an astronomy department, the President said. Lighting will be a major factor in choosing the location.

BM-333 Mr. Vaupre moved approval of a \$25,000 appropriation for the purchase of a 16" reflecting telescope and other instruments and equipment, the funds to be provided out of specifically contributed funds for that purpose.  
Mr. Kendall supported.

Ayes: Curtiss, Gilmore, Groening, Kendall, Vaupre, Zahnow  
Absent: Arbury, Runkel

Motion carried.

Mr. Curtiss said that officials of SVC have had several informal discussions with the Pit and Balcony Saginaw Community Theater Group relative to cooperative programs and use of facilities, including the possibility of locating a new theater on the SVC Campus.

The Building Committee proposes that a committee of SVC representatives be appointed to enter into more exploratory discussions with a Pit and Balcony Committee, and recommended the following members: Curtiss, Chairman, Capitan, Gilmore, Hanes, and Kieft.

BM-334 Dr. Gilmore moved the appointment of a committee to work in cooperation with Pit and Balcony, the Committee to consist of the following members: Charles Curtiss, Chairman; Dr. Wm. Capitan, Dr. R. Gilmore, R. Hanes, and R. Kieft.  
Mr. Curtiss supported.

Ayes: Curtiss, Gilmore, Groening, Kendall, Vaupre, Zahnow  
Absent: Arbury, Runkel

Motion carried.

C. Finance Committee

No report.

VII. RESOLUTION ON MASTER CHARGE ARRANGEMENTS

Dr. Driver said that the college administration has been discussing with representatives of the Second National Bank of Saginaw a proposed arrangement to make a master charge system available to students and parents for purchases in the bookstore and payment of college fees, including tuition and room and board charges. Dr. Driver proposed the following resolution for consideration of adoption by the Board.

RES-138 Mr. Curtiss offered the following Resolution for adoption: WHEREAS, There has been presented to this meeting of the Board of Directors of this corporation a form of Master Charge Merchant Agreement between this corporation and Second National Bank of Saginaw (the "Bank") providing, among other things, for the honoring of Master Charge and Interbank Cards by this corporation. NOW, THEREFORE, BE IT RESOLVED, That said Master Charge Agreement be and the same is hereby approved.  
RESOLVED, FURTHER, That Russell B. Driver, the Vice President of this corporation, is hereby authorized on behalf of this corporation, at any time hereafter and without further action by or authority or direction from the Board of Directors of this corporation, to execute and deliver to the Bank the Master Charge Merchant Agreement in the form presented to this meeting and any other documents required in connection therewith, and if such Agreement or any other such document has heretofore been so executed and delivered such execution and delivery is hereby ratified and confirmed.  
RESOLVED, FURTHER, That the Bank be and it is hereby authorized to rely on the continuing effect of these resolutions until receipt by its Cashier of notice in writing from this corporation of any alterations or amendments thereto.

The above Resolution to make a Master Charge system between SVC and the Second National Bank of Saginaw available to students and others for bookstore purchases and payment of college fees, including tuition and room and board charges.  
Mr. Kendall supported.

Ayes: Curtiss, Gilmore, Groening, Kendall, Vaupre, Zahnow  
Absent: Arbury, Runkel

Resolution adopted.

NOTE: Second National Bank of Saginaw Master Charge Merchant Agreement part of official minutes.

#### VIII. SECOND NATIONAL BANK OF SAGINAW DEPOSIT ACCOUNT

Dr. Driver presented a resolution for authority to open a deposit account with Second National Bank of Saginaw.

RES-139 Mr. Curtiss offered the following Resolution for adoption: BE IT RESOLVED, That Second National Bank of Saginaw be, and it is hereby, designated a depository of this Corporation and that funds so deposited may be withdrawn upon a check, draft, note or order of the Corporation.  
BE IT FURTHER RESOLVED, That all checks, drafts, notes or orders drawn against said account be signed by any One of the following:

<u>NAME</u>	<u>TITLE</u>
<u>William A. Groening, Jr.</u>	<u>Chairman</u>
<u>John W. Kendall</u>	<u>Vice Chairman</u>
<u>Melvin J. Zahnow</u>	<u>Treasurer</u>
<u>Samuel D. Marble</u>	<u>President</u>
<u>Russell B. Driver</u>	<u>Vice President</u>

and countersigned by any one of the following:

<u>NAME</u>	<u>TITLE</u>
<u>None</u>	

whose signatures shall be duly certified to said Bank, and that no checks, drafts, notes or orders drawn against said Bank shall be valid unless so signed.

BE IT FURTHER RESOLVED, That said Bank is hereby authorized and directed to honor and pay any checks, drafts, notes or orders so drawn, whether such checks, drafts, notes or orders be payable to the order of any such person signing and/or countersigning said checks, drafts, notes or orders, or any of such persons in their individual capacities or not, and whether such checks, drafts, notes or orders are deposited to the individual credit of the person so signing and/or countersigning said checks, drafts, notes or orders, or to the individual credit of any of the other officers or not. This resolution shall continue in force and said Bank may consider the facts concerning the holders of said offices, respectively, and their signatures to be and continue as set forth in the certificate of the Secretary or Assistant Secretary, accompanying a copy of this resolution when delivered to said Bank or in any similar subsequent certificate, until written notice to the contrary is duly served on said Bank.

Dr. Gilmore supported.

Ayes: Curtiss, Gilmore, Groening, Kendall, Vaupre, Zahnow  
Absent: Arbury, Runkel

Resolution adopted.

**SECOND NATIONAL BANK OF SAGINAW**  
**MASTER CHARGE MERCHANT AGREEMENT**

This Agreement, made this \_\_\_\_\_ day of August, 1972.

by and between Saginaw Valley College ("Merchant"), whose address is University Center, Michigan 48710, and Second National Bank of Saginaw (SNB), a national banking association of Saginaw, Michigan.

**WITNESSETH:**

WHEREAS, Merchant desires to participate in the Master Charge and Interbank Card System and to honor Master Charge and Interbank Cards in connection with sales of merchandise and services; and

WHEREAS, SNB desires that Merchant honor Master Charge and Interbank Cards in accordance with and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements therein contained, the undersigned parties agree as follows:

**1. Honoring Chargecards.** Merchant will honor any valid Master Charge or Interbank Chargecard ("Card") in sales or rentals of merchandise or services ("transactions"), record the transaction on a sales slip provided by Second National Bank and charge the regular cash price, without discriminating against any Card customer ("Cardholder") in any way.

**2. Charge Transactions.** Merchant will complete all sales slips in accordance with instructions furnished by SNB. All sales slips will represent transactions of a Cardholder in the amounts stated therein for merchandise and services only. No transaction shall be effected when a part of the total cash price is paid other than by use of a Card, unless such part is paid by Cardholder at the time of sale in cash, by check or by trade-in. In no case shall Merchant defer the time of payment of any or all of the total cash price. Sales slips shall be presented to SNB within three (3) banking days of the transaction.

**3. Precautionary Measures.** Merchant will not honor any Card unless he determines that: the Card number does not appear on any current warning list supplied to Merchant; the signature and surname on the sales slip is the same as the signature and embossed surname on the Card; the Card has been validly issued and has not been altered; and (unless he obtains authorization) the Card has not expired. Merchant will call the authorization center designated by SNB (the "Center") in all suspicious cases and will use his best efforts to retrieve any Card which he is advised by SNB or the Center to retrieve, or which he has reasonable grounds to believe is revoked, altered or counterfeit. If the total amount of any transaction exceeds the Floor Release Limit imposed by SNB, Merchant will obtain authorization from the Center and write the authorization number given him and the date thereof on the sales slip. Merchandise or services obtained at or about the same time from a single department shall constitute a single transaction, and in no event shall Merchant use two or more sales slips to avoid the requirement of obtaining authorization.

**4. Special Transactions.** Merchant will make No-Card, Telephone, Mail-Order, Pre-authorized, and Delayed Delivery transactions only in accordance with written instructions provided by SNB.

**5. Warranties and Representations.** Merchant agrees, warrants and represents, and shall be deemed to have agreed, warranted and represented at the time of each delivery of slips to SNB, that: (a) Each sales and credit slip delivered to SNB (except sales slips arising out of special transactions provided in paragraph 4) has been properly imprinted at the time of sale with an unexpired Card which appears to have been validly issued, which does not appear on the current warning list supplied to Merchant, and which has been legibly signed by the person presenting the Card with a signature and surname which reasonably appear to be the same as the signature and embossed surname on the Card; (b) The identity of any purported Cardholder in a No-Card, Telephone or Mail-Order transaction is that of the Cardholder identified on the sales slip, that all Pre-authorized transactions have been duly authorized by the signature of the Cardholder on an unexpired authorization form supplied by SNB, and that the goods and services have been ordered by Cardholder; (c) The price, taxes, date, description of merchandise and services, and all other information written on each sales and credit slip by Merchant is complete, legible, true and accurate, and that Cardholder has received his copy thereof; (d) Unless authorization has been obtained from the Center, the transaction reflected on each slip does not exceed the Floor Release Limit imposed by SNB; (e) Unless and until the sales or credit slip is returned to Merchant by SNB, Merchant has not received and will refuse to accept any reimbursement or payment on account of the transaction from any person other than SNB, except at the time of sale in cash, by check or by trade-in shown on the sales slip, and Merchant has not and will not, either directly or indirectly, take or grant any right or security interest in any sales slip, Cardholder obligation to SNB or merchandise which is the subject of a Card transaction; (f) Merchant has no notices of facts or circumstances that might impair the validity of the slip or its collectibility; (g) Merchant has performed or will fully and promptly perform all obligations owing to Cardholder resulting from the transaction represented by each sales slip or any other transaction; (h) SNB may, at any reasonable time, inspect Merchant's books and records pertaining to Card transactions; and (i) All transactions, including special transactions described in paragraph 4, have been completed in accordance with written instructions from SNB.

**6. Customer Adjustments and Refunds.** All disputes between Merchant and a Cardholder or any other person shall be adjusted and settled between Merchant and such Cardholder or other person. Except for purchases of non-returnable goods (which Merchant shall indicate on the sales slip), Merchant will establish a fair policy for adjustments, including the exchange or return of merchandise, and will give proper credit for all refunds by completing a credit slip in accordance with written instructions from SNB. No cash refund shall be given in connection with any Card transactions. Credit slips shall be presented to SNB within three (3) banking days of their execution, and upon receipt SNB may charge the amounts thereof against amounts otherwise owing, or to become owing, from SNB to Merchant hereunder or, at its option, may require immediate payment of such amounts from Merchant. If a dispute arises or exists between Merchant and any other person in relation to the quality, condition, characteristics or delivery of any goods and services, or any representation made in connection with the transaction, Merchant agrees to defend SNB against all claims and to indemnify and hold SNB harmless from all costs, losses and liability resulting from such dispute.

**7. Merchant Repayment Agreement.** If SNB determines that any warranty made by Merchant has been breached, that any representation made by Merchant was untrue when made or deemed made, or that a bona fide dispute has arisen or exists between Merchant and another person in relation to merchandise or services as described in paragraph 6, then Merchant shall forthwith pay to SNB the amount which SNB previously paid to Merchant on account of any sales slips which SNB determines to be affected thereby. SNB may charge Merchant's account for such amounts. SNB's good faith determination made under this paragraph shall be conclusive between the parties.

**8. Imprinter Rental.** Merchant will pay to SNB an annual rental of \$      for each imprinter, which rental shall be payable in advance on the date of delivery of such imprinter and on each anniversary thereof. Imprinters, slips, and advertising materials remain the property of SNB and shall be returned to SNB upon termination of this Agreement.

**9. Deposit and Payment of Sales and Credit Slips.** SNB will pay to Merchant by the next banking day following delivery the total amount of each sales slip delivered less the amount of each credit slip delivered. Such payment shall be made by crediting an account established for Merchant or in such other manner as Merchant shall reasonably designate. At the end of each month Merchant will pay to SNB an amount equal to 0 % of the total amount of each sales slip delivered by Merchant to SNB during the preceding month less the same percentage of the amount of each credit slip delivered by Merchant to SNB during that month. SNB may charge Merchant's account for such amounts.

**10. Customer Checks.** Merchant agrees to cash any check drawn upon SNB by any Cardholder if the reverse side of this Card provides that SNB agrees to make payment of checks upon certain conditions. In cashing such check, Merchant will comply with the conditions set forth on this Card.

**11. Miscellaneous.** Merchant will adequately exhibit advertising materials if provided by SNB and will comply with all regulations and instructions promulgated by SNB.

12. **Termination.** This Agreement may be terminated by either party effective 72 hours after receipt of written notice. Merchant will not affect Card transactions after sending notice of termination to SNB, or after a termination notice sent by SNB becomes effective.

Termination will not discharge or otherwise affect obligations or warranties relating to transactions occurring before termination becomes effective.

13. **Additional Terms and Conditions.**

None/.

EXECUTED this \_\_\_\_\_ day of August, 19 72

SECOND NATIONAL BANK OF SAGINAW

Saginaw Valley College

(Merchant's Name)

By \_\_\_\_\_  
Its Assistant Cashier

By \_\_\_\_\_  
Its Vice President

**Interim Instructions to Merchant**

**1. General Instructions.** For all transactions Merchant should complete sales slips by imprinting or clearly writing the name and account number of the Cardholder, Merchant's name and place of business, the date, a description of the merchandise or services, the cash price for each item, applicable state and federal taxes, the total cash price of the transaction, any trade-in or payment by cash or check made at the time of sale, the total unpaid balance of the price and the authorization number and date of authorization, if required. One copy of the sales slip will be immediately delivered to the Cardholder, one copy will be retained by Merchant, and one copy will be delivered to SNB.

**2. Normal Charge Transactions.** In normal charge transactions Merchant will imprint each sales slip with the Cardholder's Card and will obtain the signature of the Cardholder thereon.

**3. No-Card, Mail-Order, Telephone and Pre-authorized Transactions.** In addition to complying with General Instructions and all other requirements, if Merchant enters into any of the following transactions he should comply with the terms of this Instruction. In the event that Merchant desires to enter into a transaction with a purported Cardholder without presentation of a Card (a "No-Card" transaction), Merchant must obtain proper identification, including name, address, social security number. Merchant must then place call to the Center to obtain cardholder account number and proper authorization. Merchant must then print legibly the customer's name and account number on the sales slip. The card holder, of course, must sign the sales slip. In all telephone, Mail-Order, and No-Card transactions; Merchant shall first call for and obtain authorization from the Center and write the authorization number, the date thereof, and name of the bank that issued the Card on the sales slip. Merchant warrants the identity of the Cardholder in all Telephone, Mail-Order and No-Card transactions. For Telephone (TO), Mail-Order (MO), and Pre-authorization (PO) transactions, Merchant will sign his own name on the sales slip in the place for the Cardholder's signature and type or print thereafter the appropriate symbol. On any Pre-authorized transaction, Merchant will obtain a written request signed by the Cardholder on forms supplied by SNB, notify SNB if said written request is obtained for a series of transactions or more than seven (7) days prior to a contemplated single transaction, and complete the transaction in the prescribed manner.

**4. Delayed Delivery Transactions.** In a Delayed Delivery transaction, a deposit or deposits may be tendered by completion of another sales slip upon delivery of merchandise or performance of services. Authorization from the Center is required if the total amount of all sales slips for any such transaction exceeds or will exceed the applicable Floor Release Limit. Merchant shall note on each sales slip the word "deposit" or "balance", as appropriate.

**5. Credit Slips.** Merchant should complete credit slips by:

- (a) Legibly imprinting, typing, or printing the embossed legends from the Card and the Merchant plate on the credit slip;
- (b) Dating the credit slip with the date on which the credit was given and including thereon a brief description of the goods returned, services canceled or adjustment given, and the amount of the credit in sufficient detail to identify the transaction;
- (c) Having the Cardholder sign the credit slip;
- (d) Signing the credit slip;
- (e) Calling the Center for the Cardholder's account number if goods are returned by mail.

One copy of the credit slip will be immediately delivered to the Cardholder, one copy will be retained by Merchant and one copy will be delivered to SNB.

IX. GREAT LAKES INTERCOLLEGIATE ATHLETIC ASSOCIATION

President Marble said that pursuant to earlier instruction of the Board, SVC is a prospective member in the GLIAA and has participated in several planning meetings. Copies of a preliminary constitution and bylaws of the GLIAA were distributed for consideration of the Board. The documents will be placed on the agenda of a future meeting of the Board.

Mr. Zahnow asked if it would be possible to have a report on SVC's involvement in athletics. The President indicated that a report would be forthcoming.

X. OTHER BUSINESS

The Chairman said that it has been suggested that members of the Board of Control meet with the Board of Fellows at their monthly breakfast meetings, and he asked the President and Stuart Gross to rotate the membership of the Board so that two members will attend each meeting.

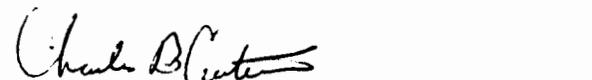
(Note: Mr. Groening and Mr. Zahnow will attend the September 14th meeting; Mr. Gilmore and Mr. Vaupre the October 12th meeting.)

XI. ADJOURNMENT

There being no further business to transact, the meeting adjourned at 9:10 p.m.

Respectfully submitted,

  
\_\_\_\_\_  
William A. Groening, Jr. - Chairman

  
\_\_\_\_\_  
Charles B. Curtiss - Secretary

  
\_\_\_\_\_  
Gladys A. Kearns - Recording Secretary