

MINUTES OF THE MEETING  
of the  
STATE BOARD OF AGRICULTURE  
April 18, 1946

Present: Mr. Berkey (Chairman): Messrs. Armstrong, Brody, Mueller; Miss Jones; Dr. Elliott;  
President Hannah; Secretary McDonel.

Absent: Mr. Akers.

The meeting was called to order at 10:20 a.m.

The minutes of the previous meeting were approved.

PRESIDENT'S REPORT

Resignations

1. Resignation of Jeanne Malone as stenographer in the Office of Veterans' Affairs, effective March 26, 1946.
2. Resignation of Mrs. Margaret Guilkey as stenographer in the Office of Veterans' Affairs, effective March 23, 1946.
3. Resignation of Mrs. Frances R. Hubbard as clerk in the Office of Veterans' Affairs, effective March 12, 1946.
4. Cancellation of the appointment of Raymond Uhlig as Instructor in Written and Spoken English which was to have been effective on March 25, 1946. Mr. Uhlig did not accept the position.
5. Termination of the temporary appointment of Mrs. Frances Babb as Instructor in English, effective March 31, 1946.
6. Termination of the temporary appointment of Mrs. Alice Nelson as Instructor in English, effective March 31, 1946.

Resignations

Appointments

1. Appointment of Taka Aisawa as half-time stenographer in History of Civilization in the Basic College at a salary of \$780 per year, effective March 25, 1946. This is a new position.
2. Appointment of J. Robert Brunner as Instructor and Assistant in Research in Dairy at a salary of \$3000 per year, effective April 1, 1946, and paid one-half from College and one-half from Experiment Station funds. Mr. Brunner will replace Ira Gould.
3. Appointment of the following persons as instructors in Written and Spoken English, effective April 1, 1946, for as long as their services are needed:
  - a. Maurice Fall at \$150 per month.
  - b. Mrs. Elizabeth Appel at \$200 per month
  - c. Mrs. Eva L. Hampton at \$200 per month
  - d. Mrs. Frances Hayworth at \$150 per month.
4. Appointment of Ricardo F. Salazar as teaching assistant in Civil Engineering at a salary of \$60 per month, effective from March 28 to June 14, 1946.
5. Appointment of Mrs. Mildred Weisinger as Instructor in English at a salary of \$200 per month, effective March 25, 1946, for an indefinite period.
6. Appointment of Mrs. Edith Bagwell as Instructor in Speech and Dramatics at a salary of \$100 per month for three months beginning April 1, 1946.
7. Appointment of Henry A. Hanson as Instructor in Mathematics at a salary of \$200 per month, effective from March 25 to June 15, 1946. This is a new position.
8. Reinstatement of Stephen T. Dexter as Associate Professor and Research Associate of Farm Crops at his former salary of \$4000 per year, effective March 25, 1946. Mr. Dexter has been on leave since October 1945 to teach in the Armed Forces University at Shrivenham, England.

Appointments

Travel

1. Full expenses for E. E. Down to go to Brownsville, Texas, on March 24 to April 15, in connection with the Hybrid corn plots being grown there; expenses to be paid from Michigan Crop Improvement Association funds.
2. Full expenses for B. H. Grigsby to make a trip to Toledo, Ohio, to investigate possibilities of securing some special equipment for weed control experimental work from the Willys Overland Company; expenses to be paid from Experiment Station funds.
3. First-class railway fare for Faith McAuley to attend a meeting of the National Restaurant Association in Chicago; expenses to be paid from the Special Tourist-Resort Extension funds.
4. Full expenses for Fendley Collins to speak at a high school banquet in Cleveland, Ohio, on April 3.

Travel

PRESIDENT'S REPORT, continuedTravel, continued

## Travel

5. Full expenses for Dean Rather to speak at the quarterly conference of the Federal Extension Service in Washington, D. C., on April 4; and to speak at a meeting of the Washington alumni of Michigan State College on April 5.
6. Full expenses for Dean Huston to attend a meeting at the University of Chicago on April 5 and 6 in connection with the possible participation of educational institutions in the activities of the Argonne Laboratory, a nuclear laboratory near Chicago.
7. Full expenses for N. E. Grover to go to Washington, D. C., on April 8 in connection with the application of the College for Frequency Modulation facilities.
8. Full expenses for A. J. Bell to attend a meeting of the North Central Farm Structures Committee in Chicago on April 8-10; expenses to be paid from Extension funds.
9. Mileage on one car for Howard Church to go to Oberlin College on April 9 to visit their Art Building and their museum and to visit with their staff.
10. Maintenance expenses for A. W. Farrall to attend a meeting of the Educational Committee of the American Society of Agricultural Engineers in Chicago on April 9.
11. Full expenses for M. R. Pierson to attend the annual meeting of the Central Association of College and University Business Officers in Chicago on April 12 and 13.
12. Full expenses for John C. Doneth to attend the "Balanced Farming School" at the University of Missouri in Columbia from April 15-25; paid from Extension funds.

Cont. agree- Miscellaneous

ment Int. Min.  
and Chem.  
Corp.

Transfer Otto  
and Otis to  
Stores Dept.

Change in sta-  
tus LeRoy C.  
Ferguson

Reduction sal-  
ary Roberta  
Adams & Mr.  
Hoppe.

Appt. A. Hager  
Mar. 25, 1946

Payment \$41  
C. Amiot

1. Continuation of the memorandum of agreement with the International Minerals and Chemical Corporation covering a grant of \$650 to be used for research work in the response of the tomato, cucumber and squash to applications of certain fertilizers.
2. Transfer of Clayton Otis and Lyons Otto from the Office of Veterans' Affairs to the Stores Department at a salary of \$185 per month, effective April 1, 1946 and paid on the labor payroll.
3. Change in status of LeRoy C. Ferguson from full time in the Department of Social Science in the Basic College to half-time in that department and half-time in the Department of History and Political Science in the School of Science and Arts, effective September 1, 1946.
4. Reduction in the salaries of Mrs. Roberta Adams and Mrs. Marguerite Hoppe, Instructors in English, from \$200 per month to \$166.66 per month each, effective March 25, 1946.
5. Change in the effective date of the appointment of Aubrey Hager as graduate fellow in Soil Science from March 1 to March 25, 1946.
6. Payment of \$41 to Clarence Amiot, an employee in the Power Plant, as compensation for time lost because of an injury received while working.

RESIGNATIONS

## Resignations

1. Resignation of Mrs. Fern Bigelow as stenographer for the Basic College, effective March 31, 1946. Mrs. Bigelow's husband has graduated from Veterinary School and they have moved from East Lansing.
2. Resignation of Mrs. Arthur Simpson as stenographer in Effective Living, effective March 31, 1946.
3. Resignation of Maryon Noxon as stenographer in Foreign Languages, effective March 31, 1946.
4. Resignation of Mary Lundberg as stenographer in Geology and Geography, effective April 6, 1946.
5. Resignation of Mrs. Rhonda Taylor as stenographer in Sociology and Anthropology, effective April 30, 1946.
6. Resignation of Marilyn Hart as stenographer in Surgery and Medicine, effective April 30, 1946, because of ill health.
7. Resignation of Donald C. Maliskey as Central Clearing Manager at the Office of Veterans' Affairs, effective April 20, 1946.
8. Resignation of Robert J. Ott as patrolman on the Campus Police force, effective April 15, 1946.
9. Resignation of Clare P. Kaiser as Sergeant on the Campus Police Force, effective April 15, 1946.
10. Resignation of Raymond W. Wild as News Editor in the Department of Public Relations, effective June 30, 1946. Mr. Wild has accepted a position as Director of Public Relations at the University of Kentucky.

RESIGNATIONS, continued

11. Resignation of Alvin A. Johnson as Extension Specialist in Farm Crops, effective June 30, 1946. Mr. Johnson has accepted a position at Cornell University. Resignations
12. Resignation of Mrs. Wanda Wesslund as Instructor in Physical Education, Health and Recreation for Women, effective March 31, 1946. Mrs. Wesslund's husband has returned from Army service and they are moving to Grand Rapids.
13. Resignation of Dorothy Benson as Assistant Professor of Textiles, Clothing, and Related Arts, effective July 15, 1946. Miss Benson has accepted a position with the F & R. Lazarus Company of Columbus, Ohio.
14. Resignation of C. Guinn Barr as Research Professor of Botany, effective April 30, 1946. Dr. Barr has accepted a position with the John Bean Corporation.
15. Resignation of Ciro Martinez as Instructor in Foreign Languages, effective March 31, 1946.
16. Resignation of Everett T. Welmers as Assistant Professor of Mathematics, effective March 31, 1946. Dr. Welmers has been on leave since June 1944 to work with Bell Aircraft in Buffalo.
17. Resignation of Ross Brown as Assistant in Animal Pathology, effective as of February 28, 1946.

LEAVES

Leaves

1. Leave of absence without pay for Mrs. Jeanette Skinner, stenographer in Public Relations, effective from April 8 to May 31, 1946, for health reasons.
2. Leave of absence without pay for Gerald W. Prescott, Associate Professor of Botany and Plant Pathology, effective from July 1 to August 15, 1946, in order that he may continue his service to the Douglas Lake Biological Station.
3. Leave of absence without pay for Marjorie Eastman, Extension Specialist in Clothing, effective from June 1, 1946, to May 31, 1947 because of illness in her family.
4. Leave of absence with half pay for Mrs. Elsie Thrasher Baber, Extension Specialist in Rural Music, for one year beginning July 1, 1946. Mrs. Baber will study for the doctor's degree at the University of California.
5. Leave of absence with half pay for Helen Baeder, Assistant Professor of Foods and Nutrition, for one year beginning July 1, 1946. Miss Baeder will study for the Doctor's degree. She has been on the staff since September 1936.
6. Leave of absence with half pay for Marion Hillhouse, Associate Professor of Textiles, Clothing and Related Arts, for one year beginning July 1, 1946. Miss Hillhouse is working with Miss Mansfield in writing a book, and they expect to complete it in the following year.
7. Leave of absence without pay for Evelyn Mansfield, Associate Professor of Textiles, Clothing and Related Arts, effective from October 1 to December 31, 1946. Miss Mansfield will use this time to work on the book with Miss Hillhouse.
8. Leave of absence without pay for Nina Reilly, Instructor in Textiles, Clothing and Related Arts, for one year beginning September 1, 1946. Miss Reilly will study for her Master's degree.
9. Leave of absence with pay for Alma Goetsch, Assistant Professor of Art, for the period from September 1 to December 31, 1946. Miss Goetsch will study at Mills College in Oakland, Cal.

APPOINTMENTS

Appointments

1. Appointment of Mrs. Joan Teague as stenographer for the Board of Counseling and Examinations at a salary of \$1600 per year, effective May 1, 1946 to replace Mrs. Dorothy Husted.
2. Appointment of Mrs. Margaret Fuhrer as stenographer in Animal Husbandry at a salary of \$1440 per year, effective April 1, 1946, and paid from Extension funds. Mrs. Fuhrer will replace June DeFay who has been transferred.
3. Appointment of Mrs. Arlene Sonneborn as clerk in Farm Management at a salary of \$1800 per year, effective April 1, 1946 and paid from Extension funds. She replaces Delores Horswill who has resigned.
4. Appointment of Mrs. Fern Hoyt as dictaphone operator in the Central Stenographic Office at a salary of \$1380 per year, effective April 1, 1946 and paid from Extension funds. She replaces Mildred McDonald who has been transferred.
5. Appointment of Ardith June Gumser as stenographer in Public Relations at a salary of \$110 per month, effective from April 8 to May 31, 1946. Miss Gumser will replace Jeanette Skinner during her leave.
6. Appointment of Mrs. Harriet Wiers as stenographer in Foreign Languages at a salary of \$1440 per year, effective April 1, 1946 to replace Maryon Noxon who has resigned.
7. Appointment of Wilma Elizabeth Lenkey as clerk in Geology and Geography at a salary of \$1440 per year, effective April 10, 1946 to replace Mary Lundberg who has resigned.

April 18, 1946

APPOINTMENTS, continued

## Appointments

8. Appointment of Charles T. Bliss as Assistant to the Property Accountant at a salary of \$2500 per year, effective April 1, 1946, and with the understanding that his services will be terminated on or before March 31, 1947. Mr. Bliss is more than 50 years of age.
9. Transfer of John Emery from Assistant Cashier to Assistant to the Property Accountant at a salary of \$2500 per year, effective April 1, 1946.
10. Transfer of Harvey J. Elliott from 4-H Club Agent in Muskegon and Ottawa Counties to 4-H Club Agent in Ottawa County with a salary increase from \$2700 to \$3000 per year, effective May 1, 1946.
11. Appointment of Lucien P. Fay as 4-H Club Agent in Shiawassee County at a salary of \$2600 per year, effective April 22, 1946, and paid from Bankhead-Flannagan funds. This is a new position.
12. Appointment of Lester H. Walcutt as 4-H Club Agent in Menominee County at a salary of \$2800 per year, effective July 1, 1946, and paid from Bankhead-Flannagan funds. This is a new position.
13. Reappointment of Ruth Edison as Urban Home Demonstration Agent in Grand Rapids with a salary increase from \$2400 to \$2600 per year, effective July 1, 1946, and paid from Bankhead-Flannagan funds.
14. Reappointment of Emma J. Fero as Home Demonstration Agent in Emmet, Charlevoix and Cheboygan Counties with a salary increase from \$2400 to \$2700 per year, effective July 1, 1946. This recommendation is made with the understanding that Miss Fero may be able to satisfy the requirements in connection with retirement and insurance.
15. Appointment of Amalie Vasold as Home Demonstration Agent at Large at a salary of \$3000 per year, effective July 1, 1946, and paid from Bankhead-Flannagan funds. This is a new position.
16. Appointment of Graydon Blank as Extension Specialist in Animal Husbandry with the rank of Assistant Professor at a salary of \$3500 per year, effective July 1, 1946 and paid from Extension funds. This is a new position.
17. Appointment of Donald L. Murray as Extension Specialist in Dairy with the rank of Assistant Professor at a salary of \$4200 per year, effective July 1, 1946, and paid from Extension funds. He will replace J. M. Jensen who has been transferred.
18. Appointment of Stuart Hildebrand as Extension Specialist in Farm Crops with the rank of Instructor at a salary of \$3200 per year, effective July 1, 1946, and paid from Extension funds. He will replace A. A. Johnson who has resigned.
19. Appointment of Edwin M. Boyne as Instructor in Effective Living at a salary of \$50 per month, effective from April 1 to June 30, 1946.
20. Appointment of Hans Nathan as Assistant Professor of Literature and Fine Arts in the Basic College at a salary of \$3600 per year, effective June 15, 1946. Mr. Nathan will replace Gomer Jones who has been granted leave of absence.
21. Reappointment of Charles Woodruff as part-time Instructor in Hotel Administration at a salary of \$200 for the spring term.
22. Appointment of Charles T. Foo as Instructor in Journalism at a salary of \$260 per month, effective from April 1 to June 30, 1946. This is a new position.
23. Appointment of Edward J. Manion as Assistant Baseball Coach at a salary of \$150 for the spring term, to replace Charles Griffin.
24. Appointment of Margaret MacKichan as Instructor in Physical Education, Health and Recreation for Women at a salary of \$500 for the spring term 1946. She will replace Mrs. Wesslund who has resigned.
25. Appointment of Elspeth Delderfield as Assistant in Research in Botany and Plant Pathology at a salary of \$2000 per year, effective from May 1 to June 30, 1946. Miss Delderfield will partially replace C. G. Barr.
26. Appointment of Paul H. Barrett as Assistant in Research in Zoology at a salary of \$250 per month, effective from April 1 to September 30, 1946.
27. Appointment of Ampara Ruiz as Assistant in Foreign Languages at a salary of \$50 per month, effective from April 1 to June 30, 1946. She will replace Ciro Martinez who has resigned.
28. Appointment of Samuel Breiter as Assistant in Chemistry at a salary of \$175 per month, effective from April 1 to June 30, 1946. Mr. Breiter has previously been employed as a half-time graduate assistant.
29. Appointment of James H. Bell as Assistant Professor of Mathematics at a salary of \$3400 per year, effective September 1, 1946, to replace C. C. Hurd who has resigned.
30. Appointment of Mrs. Catherine Ewema as Instructor in Mathematics at a salary of \$40 per month, effective from April 1 to June 15, 1946.
31. Appointment of Mrs. Julia King Taylor as Instructor in Mathematics at a salary of \$100 per month, effective from April 1 to June 15, 1946.



APPOINTMENTS, continued

32. Appointment of Arthur M. Ross as Associate Professor of Economics at a salary of \$4500 per year effective June 15, 1946. Dr. Ross has been employed on a temporary basis since January 1946. He replaces J. C. Davis who has resigned.
33. Appointment of E. Allen Helms as Professor of Political Science at a salary of \$700 for the six-week summer session.
34. Appointment of W. A. Bohmstedt as Professor of Sociology and Anthropology at a salary of \$900 for the period from June 18 to August 30, 1946.
35. Appointment of John R. Ford as Assistant in Animal Pathology at a salary of \$2400 per year, effective May 1, 1946, to replace Francis Rice who has been transferred.
36. The following graduate assistants are recommended to complete the present academic year thru June 30, 1946:
- |                    |   |
|--------------------|---|
| Soil Science       | - Winston Laughlin, quarter-time at \$40 per month, effective March 25, 1946. |
| Biological Science | - John S. Coryell, half-time at \$80 per month, effective April 1, 1946.      |
| Botany             | - Donald F. Restool, quarter-time at \$40 per month, effective April 1, 1946. |
| Chemistry          | - William Carl Pollard, half-time at \$80 per month, effective April 1, 1946. |
37. The following graduate assistants are recommended for the academic year 1946-47:
- |                         |   |
|-------------------------|---|
| Business Administration | - Donald F. Goss, quarter-time at \$40 per month.   |
| Zoology                 | - Frederick L. Bouwman, Jr., half-time at \$80 per month<br>- Phyllis J. Ruhland, half-time at \$80 per month.  |
| Education               | - Ernest Hanson, quarter-time at \$50 per month.<br>- Janet Rees, half-time at \$100 per month.   |
| Chemistry               | - Robert George Brault, quarter-time at \$50 per month.<br>- Wallis G. Hines, quarter-time at \$40 per month.<br>- Harlan V. Ogle, half-time at \$80 per month.<br>- Paul Frederick Dunn, quarter-time at \$40 per month. |
38. Reinstatement of Starr H. Keesler as Short Course Instructor at a salary of \$3100 per year, effective May 1, 1946. Mr. Keesler has been on military leave since July 1944, and was receiving \$2700 a year when he left.
39. Reinstatement of Benjamin Westrate as 4-H Club Agent in Delta County at a salary of \$3200 per year, effective May 1, 1946. Mr. Westrate has been on military leave since June 1944. He was District Club Agent in Tuscola and Huron Counties at a salary of \$2500 per year when he left.
40. Reinstatement of Don W. Hayne as Research Assistant in Zoology at a salary of \$3200 per year, effective May 1, 1946. Mr. Hayne has been on military leave since September 1944, and was receiving a salary of \$2700 per year when he left.
41. Reinstatement of Robert P. Falk as Instructor in English at a salary of \$3000 per year, effective June 15, 1946. Mr. Falk has been on military leave since January 1943, and was receiving a salary of \$1900 per year when he left.
42. Reinstatement of Joseph M. Donaldson as Instructor in Surgery and Medicine at a salary of \$2700 per year, effective April 18, 1946. Dr. Donaldson has been on military leave since April 1943, and was receiving a salary of \$2000 per year when he left.
43. Appointment of Fred Schroeder as Assistant Physician at the Health Service at a salary of \$400 per month, effective April 22, 1946.

TRAVEL

1. Full expenses for Tom King to attend the annual meeting of Deans of Men at Purdue University on April 18 and 19.
2. Railway coach fare for R. B. Bowersox to attend the meeting of the American Physical Society in Boston, Massachusetts, on April 25-27.
3. Mileage on one car for members of the Mathematics Department to attend the meeting of the American Mathematical Society in Chicago on April 26 and 27.
4. Railway coach fare for R. P. Adams, H. R. Hoppe, and Herbert Weissinger to attend the meeting of the Modern Language Association in Chicago on April 27.
5. Full expenses for Dean Dye to attend a regional conference called by the U. S. Office of Education in Chicago on April 29 to May 1.

Travel

2256

TRAVEL, continued

Travel

6. Full expenses for Fred Roth to attend a meeting of the National Safety Council in Chicago on May 1 and 2.
7. Full expenses for C. A. Rosenbrook to attend a conference of the Educational Buyers Association in Chicago on May 1-4.
8. Full expenses for E. A. Gee to attend the annual meeting of the American Association of Collegiate Schools of Business in Chicago on May 2-4.
9. Full expenses for L. C. Emmons to attend the meeting of the American Council on Education in Chicago on May 3 and 4.
10. Full expenses for R. J. Coleman to attend a meeting of Radio Directors at Columbus, Ohio, on May 3-6; expenses paid from Extension funds.
11. First-class railway fare for A. W. Farrall to present a paper at the meeting of the Chicago Section of the American Society of Agricultural Engineers in Chicago on May 6; and also to attend the Executive Committee meeting; and to attend the meeting of the American Farm Bureau group at Lafayette, Indiana May 6 and 7.
12. Full expenses for L. A. Wolfanger to present a paper at the annual meeting of the American Society of Planning Officials in New York City on May 6-8.
13. Mileage on one car and maintenance expenses for W. L. Treaster and W. N. Kerbawy to attend the annual meeting of the American College Publicity Association in Lexington, Kentucky, on May 6-9.
14. Full expenses for Walker Hill to attend the Western Division meetings of the American Philosophical Association in Chicago on May 9-11.
15. Full expenses for J. W. Stack to attend the annual meeting of the American Association of Museums in Washington, D. C., on May 17 and 18; and to spend two or three days at the Smithsonian Institute.
16. Full expenses for E. B. Harper to attend a conference of the American Association of Social Workers in Buffalo, New York, on May 17-23.
17. Mileage on one car and maintenance expenses for H. R. Pettigrove to take a class of students to visit the grain markets at Toledo on May 27.

Check \$480

LaVerne Noyes

MISCELLANEOUS

1. Acceptance of a check for \$480 from the estate of LaVerne Noyes to be used for the scholarship fund.
2. Acceptance of a check for \$26 from Esther Everett, Instructor in Home Management and Child Development, to be used for a loan fund for needy students.
3. Approval of a cooperative arrangement with National Advisory Cancer Council of the National Cancer Institute under which they allocate \$3000 for certain work to be done largely at the Federal Poultry Research Laboratory but carried on as an activity of the Michigan State College Experiment Station.
4. Continuation of an agreement with the W. K. Kellogg Company in connection with investigations concerning dog rations. The contract provides for two half-time graduate fellowships, and is extended through December 31, 1946.
5. Approval of a memorandum of understanding between the College and the Michigan Gladiolus Society for the establishment of cooperative trial gardens in the development of new varieties of gladiolus. The work is to be carried on under the supervision of Mr. Wildon in the Horticulture Department.
6. Approval of a memorandum of understanding and acceptance of a grant of \$1200 from the Farmers and Manufacturers Sugar Beet Association of Saginaw to be used to establish a fellowship in Soil Science to study soil conditions influencing the germination of sugar beet seed and early growth of young plants.
7. Approval of a memorandum of understanding and acceptance of a grant of \$1500 from the Sugar Beet Development Foundation of Michigan to be used to establish a fellowship dealing particularly in the field of cost accounting and to study the effect of the use of newly developed machinery and cultural methods on sugar beet costs and returns.
8. Report that David Dewey Smith, half-time graduate assistant in Chemistry, died on March 24, 1946.
9. Increase in salary for B. E. Henry, 4-H Club Agent in Calhoun County, from \$3000 to \$3600 per year, effective May 1, 1946.
10. Increase in salary for Walter Southworth, Farm Foreman, from \$2520 to \$2700 per year, effective April 1, 1946.
11. Change in salary of Michael Kolivosky, Instructor in Effective Living and in Sociology and Anthropology, from \$225 to \$175 per month, effective April 1, 1946.

Check \$26

Esther Everett

App. agreement

Nat. Adv. Cancer Council

Cont. agreement

W.K. Kellogg Company

App. agreement

Mich. Glad. Society

App. memo of

understand & accept.

\$1200 Farm. & Mfrs Sug. Beet Assoc

\$1500 from

Sugar Beet Development Found.

Report of death of Dewey Smith.

Inc. salary B.E. Henry

to \$3600

Inc. salary W. Southworth

to \$2700

Change in salary Michael Kolivosky to

\$175.

MISCELLANEOUS, continued

12. Increase in salary of Mrs. Shih-Han Wu, Instructor in Foreign Languages, from \$75 per month to \$125 per month, effective from April 1 to June 30, 1946. Mrs. Wu is teaching an additional class.
13. Temporary adjustment in rate of pay for Mrs. Julia Brightman, stenographer in Mathematics, from \$125 per month to \$100 per month, effective from April 1 to June 15, 1946. Mrs. Brightman is enrolled as a part-time student.
14. Recommendation that Mrs. Irene Pleshek, stenographer in Soil Science, be paid one-half from funds provided by the Muck Farmers and one-half from Experiment Station funds, effective April 8, 1946.
15. Transfer of June DeFay, stenographer in Animal Husbandry, from Extension funds to one-half College funds and one-half Experiment Station funds at the same salary of \$1620 per year. Miss DeFay replaces Irene Fabry who has resigned.
16. Increase in salary of Louis Cormier, Instructor in Foreign Languages, from \$150 per month to \$175 per month, effective from April 1 to June 30, 1946. Mr. Cormier is teaching an additional class.
17. Decrease in salary of Nelson G. Esteves, Instructor in Foreign Languages, from \$2200 per year to \$1800 per year, effective April 10, 1946. Mr. Esteves is carrying additional graduate work.
18. Report of the payment of the following additional amounts to salaried employees during the month of March:

Auditorium	
Leon Buysse	\$ 5
W. F. Burt	14
L. E. Chapman	23
John Emery	14
Helen Evans	20
Orville Everett	17
Helen Greene	15
Mildred Jeffers	14
Gerald Knapp	8
Bruce Pettit	17

Auditorium	
Paul Rumpsa	\$24
George Sawdy	8
Lawrence Searl	17
Robert Troxell	20
Wayne VanRiper	17
Clella Weissinger	20
Neal Whitehead	17
Miscellaneous	
Phyllis Bielanski	12

Miscellaneous	
Wade Brinker	\$ 6.00
J. W. Cunkelman	273.00
Christina Gunn	47.40
D. J. Hall	36.00
Mildred Jeffers	15.00
Alice Nelson	2.50
Sarah Remington	2.50
L. A. Robert	36.00
Rhonda Taylor	6.00
Clella Weissinger	6.00

19. The following former students who lost their lives in the war had received loans from the College which they had not repaid at the time of their death, and it is recommended that the loans be cancelled: Edward S. Abdo, \$80 George L. Halpin, \$40.23.

On motion of Mr. Mueller, seconded by Mr. Berkey, it was voted to approve item 19.

20. Statement from Shields, Ballard, Jennings and Taber in the amount of \$809.96 for services rendered for the period from January 3 to March 20, 1946.

On motion of Mr. Mueller, seconded by Mr. Brody, it was voted to approve item 20.

21. Dean Anthony and Mr. Pierson recommend that they be authorized to make certain reallocations within the budget of the Agricultural Experiment Station in connection with various federal projects in order to permit the complete utilization of various federal funds.
22. Recommendation from Dean Anthony and Director Gardner for the reallocation of funds for the Experiment Station, as follows:

From the "Unallocated Supplemental" Station Budget of the Current Fiscal Year;

South Haven Station	\$ 800.00	Agricultural Chemistry (Misc)	\$2,500.00
Sociology	800.00	Bath Muck Farm--D	1,954.86
Botany (Misc)	1,000.00	Bath Muck Farm (Current Year)	2,245.14
Animal Husbandry (Misc)	1,000.00	Station Director's Office	5,000.00
Poultry Husbandry (Misc)	1,000.00	Agricultural Engineering (Misc)	500.00
Total			\$16,800.00

Recommendation for the reallocation of funds for the Experiment Station (continued):

From the Purnell Salary Budget of the Current Fiscal Year:

Botany (Project lld)	\$1,000.00
Botany (Project lm)	1,000.00
Botany (Project ln)	1,000.00
	<u>3,000.00</u>

On motion of Miss Jones, seconded by Mr. Berkey, it was voted to approve all foregoing items.

23. The following departments have requested additional funds for their budgets for the current fiscal year:

a. Central Stenographic Office	\$5,000	e. Horticulture Department	\$2,500
b. Farm and Horse Department	3,000	f. Beal Botanical Gardens	750
c. Poultry Department	6,000	g. Zoology Department	1,200
d. Dairy Department	5,000	h.	

On motion of Mr. Berkey, seconded by Miss Jones, it was voted to approve authorization for the above-mentioned departments to run in the red for the remainder of this fiscal year with the understanding that expenditures be kept to a minimum.

2257

Inc. salary Mrs. Shih-Han Wu to \$125 mo.  
Temp. adjustment rate Julia Brightman

Irene Pleshek to be paid 1/2 from funds from Muck farmers.  
Trans. J. DeFay 1/2 college & 1/2 exp. sta.

Inc. salary Louis Cormier to \$175 mo.

Dec. salary Nelson G. Esteves to \$1800 per yr.

Additional amounts paid salaried employees.

Cancellation of loans made to E. Abdo and G.L. Halpin

App. statement Sh. Ball. Jen. & Taber

Approval shift within ag. experiment sta. budgets.

Approval reallocation of funds within Exp. Station.

Several departments allowed to run in red for remainder of fiscal yr.

April 18, 1946

Resignations

Resignations

1. Resignation of Mrs. Donna Godfrey as stenographer in Alumni Relations, effective April 30, 1946.
2. Resignation of Mrs. Dorothy Husted as stenographer for the Board of Examiners, effective April 30, 1946.
3. Resignation of Robert F. Stone as Research Assistant in Farm Management, effective March 31, 1946. Mr. Stone will manage his home farm.
4. Resignation of Robert C. Townley as Research Assistant in Bacteriology and Public Health, effective March 31, 1946. Mr. Townley has been on military leave since June 1942.
5. Resignation of John W. Hall as Assistant Professor of Education, effective March 31, 1946. Mr. Hall has been on military leave since September 1942.
6. Resignation of Mary Jane Stewart as stenographer in the Military Department effective April 30, 1946.

Leaves

Leaves

1. Leave of absence without pay for Mrs. Arlene Parks, stenographer in Home Economics, effective for the week of April 15-20. Mrs. Parks is staying home to take care of her son during the spring vacation period.

Appointments

Appointments

1. Appointment of Mrs. Helen C. Pfeifle as stenographer in Alumni Relations at a salary of \$120 per month, effective from May 1 to June 15, 1946. She will replace Mrs. Donna Godfrey who has resigned.
2. Appointment of James Birney to be in charge of Concessions at a salary of \$325 per month, effective April 16, 1946. Mr. Birney will replace Ray McGlaughlin who is being transferred.
3. Appointment of Charles Becker as patrolman on the Campus Police Force at a salary of \$2200 per year, effective April 15, 1946.
4. Appointment of Maurice F. Seay as Consultant on Continuing Education at a salary of \$1500 per year, effective July 1, 1946. This is a new position.
5. Appointment of Eugene H. Carter as Assistant in Research in Farm Management at a salary of \$2800 per year, effective April 22, 1946, to replace Robert F. Stone who has resigned.
6. Appointment of John F. A. Taylor as Professor and Head of the Department of Literature and Fine Arts in the Basic College at a salary of \$5000 per year, effective July 1, 1946. Dr. Taylor will replace Ben Euwema who has been serving as Acting Head of the Department.

After reviewing all the facts in connection with the Department of Literature and Fine Arts, on motion of Mr. Mueller, seconded by Mr. Berkey, it was voted to approve the appointment of Mr. John F. A. Taylor.

7. Appointment of Paul Van Derveer Love as Assistant Professor of Literature and Fine Arts in the Basic College at a salary of \$3400 per year, effective June 15, 1946. This is a new position.
8. Appointment of Barrett Lyons as Special Lecturer in Social Service at a salary of \$250 for the winter term 1946.
9. Appointment of Carl Morrison as Special Lecturer in Social Service at a salary of \$250 for the spring term 1946.

On motion of Mr. Brody, seconded by Mr. Armstrong, it was voted to approve the Resignations, Leaves and Appointments under Additional Items.

Travel

Travel

1. Full expenses for Dean Anthony to speak before the United States Rubber Conference in Chicago on April 3.
2. Full expenses for Glen Stewart to attend alumni meetings in Chicago on April 26 and in Milwaukee on April 27.
3. Full expenses for John S. Pingel and Louis F. Zarza to attend the Fourteenth Annual Purdue Football Clinic at Purdue University on April 26 and 27.
4. Full expenses for Margaret Ohlson and Pauline Paul to attend a meeting of nutrition specialists in Chicago on April 29 to May 1, with expenses paid from Experiment Station funds.
5. Full expenses for C. H. Cunningham to attend a conference on Newcastle disease in Washington, D. C., on May 2 and 3.

Miscellaneous

1. Report of the deaths of the following former students in the war:  
Theodore Charles King, Class of 1944, a First Lieutenant in the Army Air Forces, was killed in action over Germany on December 17, 1944. He was enrolled in Veterinary Medicine during 1940-41 having entered from Brookline, Massachusetts.



ADDITIONAL ITEMS, continuedMiscellaneous, continued

## 1. Report of deaths of students, continued:

John Thomas Price, Class of 1946, a Second Lieutenant in the Army Air Forces, was shot down over Japan on May 13, 1945, and while a prisoner of the Japanese was killed during a bombing raid over Tokyo on May 26, 1945. He was enrolled in Business Administration during the fall and winter terms of 1942-43, having entered from Salisbury, Maryland.

Jerome Lester Verno, Class of 1946, Sergeant in the Army, who has been missing in Action in the South Pacific since June 9, 1944, has been declared dead by the War Department. He was enrolled in the General College during the fall and winter quarters of 1942-43, having entered from Pontiac.

2. Check for \$1000 from Claud Erickson to be used for a Student Loan Fund under the name of "J.W. Steward". Mr. Erickson does not wish to have any publicity given to this gift.
3. The Board of Directors of Research Corporation has contributed to Michigan State College the sum of \$3000 as a Frederick Gardner Cottrell Special Grant-in-Aid for the support during a term of one year of the project entitled "The ionization produced in gases by electrons of energies less than 2000 electron volts", under the supervision of Dr. Osgood of the Physics Department.
4. Check for \$250 from the Ohio Hotels Association to be used to set up a scholarship in the Hotel Administration Department.
5. Change in the effective date of the resignation of Doris Schepperly, clerk in the Registrar's Office, from April 20 to April 13, 1946.
6. Professor A. J. Clark is being retired on July 1, 1946. It is desired that he continue as Chairman of the Scholarship Committee and handle the work of that office. It is recommended that he be retained in this capacity after July 1 indefinitely at an annual salary of \$2500 in addition to his retirement salary during the period that he acts in this capacity.
7. Transfer of Ray McGlaughlin from Concessions to the Electrical Department of Buildings and Utilities and from the salary to the labor payroll, effective May 15, 1946.
8. Change in title of J. Donald Phillips from Extension Specialist in Adult Education (with the rank of Assistant Professor) to Assistant Director of Extension in Charge of Adult Education, with the rank of Associate Professor, effective immediately.

On motion of Mr. Mueller, seconded by Miss Jones, it was voted to approve the Travel and Miscellaneous Items.

9. Recommendation of the Committee of Deans authorizing charging of fees to students enrolled in organized off-campus courses and providing a scale of remuneration for staff members carrying full-time campus responsibilities engaged in teaching such courses was discussed by Dean Anthony, the Chairman of the Committee. (Recommendations in detail are on file with these minutes.)

On motion of Mr. Mueller, seconded by Miss Jones, it was voted to approve the recommendations of the Committee in principle and authorize the administrative officials to make the program effective, leaving the matter of details to their discretion.

10. Statement from Claud Erickson, Consulting Engineer, in the amount of \$4,350 due him for the preparation of plans and specifications for the water distribution system and the sewer distribution system.
11. Statement from Malcomson, Calder and Hammond in the amount of \$6,500 for architect's fees for work on Girls' Dormitory #4.
12. Statement from O. J. Munson, Architect, covering the balance due him for 60 per cent of his services as Architect on the following buildings: Married Student Housing, Administration Building, Snyder-Phillips Dormitories, Classroom Building. The balance due him is now \$30,928.25.

On motion of Mr. Brody, seconded by Mr. Berkey, it was voted to approve items 10, 11 and 12.

13. The President brought up for discussion the possibility of growing 9,000 or more bushels of potatoes at the Lake City Station for use of the food services.

After considerable discussion, on motion of Mr. Brody, seconded by Mr. Armstrong, it was voted to authorize the administrative officials to institute a policy that will provide proper incentive to the agricultural departments to produce food and produce for the use of the institution and to encourage efficient harvesting of products produced in connection with research or demonstrational projects. It is understood that this may include crediting budgets of the departments involved for a portion or all of the proceeds and/or making other satisfactory budgetary provisions to make the policy effective.

14. Recommendation from Dean Anthony for the purchase of additional farm lands.

Action deferred.

Report of students who died in war.

Check from C.R. Erickson for Stu. Loan Fund.  
Frederick Gardner Cottrell Spec. Grant-in-Aid for spec. project set up.  
\$250 from Ohio Hotels Assoc. Resig. Doris Apr. 13 '46  
A.J. Clark to be continued Chrm. Scholarship Com after July 1.  
Trans. Ray McGlaughlin to Elec. Dept. Change in title J.D. Phillips app.

Approval of fees charged students enrolled in organized off-campus courses & remun. for staff members approved.

Statement from C.R. Erickson approved. \$4,350

Statement \$6,500 from Mal. Cal. & Ham.

Statement O.J. Munson approved.

Adm. officials to institute policy that will provide incentive to ag. depts. to produce more food, etc.

No action on Dean Anthony's request for purchase of add. farm lands

ADDITIONAL ITEMS, continued

app. agreement  
Barker-Fowler  
for purchase  
refrig. rooms,  
boxes, etc.  
for girls'  
dorm #4.  
Colonel Rodney  
made full  
dean.

Col. J. L.  
Whitelaw  
designated by  
War Dept. as  
P.S.M. & T.  
Approval new  
designation  
of all academ-  
ic ranks.

Staff pro-  
motions recom-  
mended.

Miscellaneous, continued

15. Agreement with the Barker-Fowler Company of Lansing covering the purchase of refrigerator rooms, boxes and refrigeration for Girls' Dormitory #4. The estimated cost of the work, including the Contractor's fee, is \$11,500.

On motion of Miss Jones, seconded by Mr. Brody, it was voted to approve item 15.

16. Change in title for Colonel D. R. Rodney from Acting Dean of the School of Business and Public Service to Dean, effective immediately.

On motion of Mr. Armstrong, seconded by Mr. Berkey, it was voted to approve the change in title for Colonel Rodney.

17. Report that Colonel J. L. Whitelaw has been designated by the War Department as the P.S.M. & T. replacing Colonel G. B. Egger.
18. The President recommended that effective at once all academic ranks be designated as Professor, Associate Professor, Assistant Professor, or Instructor for all who have full or part-time teaching responsibilities. Those in full-time research or extension will be designated as Professor (Research) or Assistant Professor (Extension). Those with both Extension and Research responsibilities will be designated as Associate Professor (Research and Extension).

On motion of Miss Jones, seconded by Mr. Brody, it was voted to approve the above recommendation.

19. Recommended staff promotions to be effective July 1, 1946 as listed below.

On motion of Miss Jones, seconded by Mr. Brody, it was voted to approve the title changes as follows:

AGRICULTUREAgricultural Chemistry

E. J. Benne  
A. L. Neal  
Dorothy Rose

Present title  
Res. Assoc.  
Res. Asst.  
Asst. in Res.

New Title

Professor (Research)  
Assoc. Prof. (Research)  
Asst. Prof. (Research)

Agricultural Economics

C. M. Hardin

Assoc. Prof.

Professor

Animal Husbandry

W. N. McMillen

Asst. Prof.

Assoc. Prof.

Dairy

Woodrow Snyder

Res. Asst.

Assoc. Prof. (Research)

Forestry

Terrill D. Stevens

Assoc. Prof.

Professor

Horticulture

Charles Sherwood

Instructor

Asst. Prof.

Short Courses

R. J. Kleis

Instructor

Asst. Prof.

Soil Science

L. M. Turk  
L. S. Robertson

Assoc. Prof.  
Asst. in Res.

Professor  
Asst. Prof. (Research)

BASIC COLLEGEBiological Science

Karl A. Stiles

Assoc. Prof.

Professor

History of Civilization

Marjorie E. Gesner  
R. M. Dorson

Instructor  
Instructor

Asst. Prof.  
Asst. Prof.

Literature and Fine Arts

R. B. Nye

Assoc. Prof.

Professor

Physical Science

C. W. Miller  
Howard E. Winters

Asst. Prof.  
Instructor

Assoc. Prof.  
Asst. Prof.

ADDITIONAL ITEMS, continuedMiscellaneous, continued

## 19. Staff promotions, continued:

BASIC COLLEGE, continuedWritten and Spoken English

C. G. Fulkerson  
Raymond Early  
Ann McGurk  
William Pitkin  
Robert Starring

Present Title

Asst. Prof.  
Instructor  
Instructor  
Instructor  
Instructor

New Title

Assoc. Prof.  
Asst. Prof.  
Asst. Prof.  
Asst. Prof.  
Asst. Prof.

Staff promotions approved.

BUSINESS AND PUBLIC SERVICEJournalism

D. W. Kuykendall

Asst. Prof.

Assoc. Prof.

Physical Education, Health and Recreation

L. L. Frimodig

Assoc. Prof. and Asst.  
Director of Athletics

Professor and Asst.  
Director of Athletics

ENGINEERINGChemical Engineering

R. L. Sweet

Asst. Prof.

Assoc. Prof.

HOME ECONOMICSFoods and Nutrition

Faye Kinder

Instructor

Asst. Prof.

Home Management and Child Development

Dorothy Greey

Instructor

Asst. Prof.

Textiles, Clothing and Related Arts

Ruth Clayton  
Margaret Hearn

Instructor  
Instructor

Asst. Prof.  
Asst. Prof.

SCIENCE AND ARTSEducation

G. H. Hill

Asst. Prof.

Assoc. Prof.

Art

Leonard Jungwirth

Asst. Prof.

Assoc. Prof.

Music

Leonard Falcone

Assoc. Prof.

Professor

English

R. B. Nye

Assoc. Prof.

Professor

Foreign Languages

S. A. Gallacher  
T. A. McGuire

Asst. Prof.  
Asst. Prof.

Assoc. Prof.  
Assoc. Prof.

Speech

Moiree Compere  
B. J. Knittel

Instructor  
Instructor

Asst. Prof.  
Asst. Prof.

Chemistry

G. L. Geerner

Instructor

Asst. Prof.

Mathematics

C. P. Wells

Asst. Prof.

Assoc. Prof.

Physics

Chihiro Kikuchi

Instructor

Asst. Prof.

Economics

C. M. Hardin  
B. E. O'Beirne

Assoc. Prof.  
Instructor

Professor  
Asst. Prof.

History

E. M. Dorson  
Marjorie Gesner

Instructor  
Instructor

Asst. Prof.  
Asst. Prof.

Sociology

Paul Honigsheim

Assoc. Prof.

Professor

ADDITIONAL ITEMS, continued

Miscellaneous, continued

19. Recommended staff promotions to be effective July 1, 1946 continued:

VETERINARY MEDICINE

<u>Bacteriology</u>	<u>Present Title</u>	<u>New Title</u>
Alfred Bortree	Asst. in Res.	Asst. Prof.
<u>Physiology</u>		
E. Paul Reineke	Asst. Prof.	Assoc. Prof.
<u>ALL COLLEGE</u>		
<u>Public Relations</u>		
J. G. Duncan	Bulletin Editor	Bulletin Editor and Asst. Prof. (Extension)

20. Approval of payment of the annual dues in the Association of Land-Grant Colleges and Universities amounting to \$640.00.

On motion of Mr. Armstrong, seconded by Mr. Berkey, it was voted to approve payment of the above-mentioned bill.

21. The Secretary and Mr. Harold Lautner, Landscape Architect, explained what is involved in re-locating the spur and sidings of the Pere Marquette Railroad in connection with the Power Plant and Food Storage buildings and the possibility of instigating this work so that the trackage will be available for the aggregate concrete plant if it is decided to install one.

On motion of Mr. Berkey, seconded by Mr. Armstrong, it was voted to approve the plan as presented and authorize the immediate undertaking of the project.

22. The President presented in detail the problem encountered in hiring additional staff members due to the unavailability of any type of housing in the community.

After much discussion of the various possibilities, it was moved by Miss Jones, seconded by Mr. Berkey, to authorize the purchase of 21 Quonset type single family dwelling units from the Building Products Company of Grand Rapids in accordance with their offer of April 13th at a cost of \$1597.35 each for wooden floors, or \$1470.75 each if concrete floors are decided upon and authorized the purchase of 19 prefabricated F.P.H.A. type houses from the Stiles Company of Grand Rapids at \$35,550. The estimate prepared by Claud R. Erickson, Consulting Engineer, covering the cost of these houses and their proper installation is approved with the understanding that every effort will be made to reduce the cost as much as possible. The location of these buildings as recommended by Mr. Lautner was also approved. The total cost of this project including the cost of the buildings, their proper installation, heating, plumbing, electrical wiring, water connections, landscaping, sidewalks, painting, electrical refrigerators, electric ranges, etc. is not to exceed \$280,000. Every effort is to be made by the officials of the College to secure as much remuneration from the F.P.H.A. as possible to reduce the cost to the College.

23. The President discussed briefly the progress that is being made in considering various candidates for the position of Comptroller.

24. Approval of the necessary resolutions and the Term Loan Agreement covering the refinancing of the Power Plant bonds as follows:

LOAN AGREEMENT

Parties. By and between The State Board of Agriculture, a body corporate, created by and existing under the Constitution of the State of Michigan (herein sometimes called the "Board"); Michigan National Bank, a National Banking Corporation, of Lansing, Michigan (herein sometimes called the "Bank"); and Ann Arbor Trust Company, a Michigan Corporation, of Ann Arbor, Michigan (herein sometimes called the "Agent").

Facts. The facts upon which this Agreement is based are as follows:

Statement of Board. The Board, in the exercise of its constitutional and statutory duties, has determined that it is expedient, proper, and to the best interest of said Board to borrow a sum sufficient to call and redeem all outstanding Michigan State College of Agriculture and Applied Science Power Plant Refunding Bonds, issued pursuant to the terms of a certain Trust Agreement, dated as of November 1, 1941, by and between said Board and the Ann Arbor Trust Company, as Trustee; said outstanding bonds to be called and redeemed being in the principal amount of Three Hundred Fifteen Thousand Dollars (\$315,000.00).

Amount of Loan. The Board, by proper resolution, has duly determined to borrow, by means of a commercial bank loan, the sum of Three Hundred Twenty-two Thousand Eight Hundred Dollars (\$322,800.00) for the purpose of providing money to pay all costs incidental to the calling and redemption of the outstanding refunding bonds above referred to.

Bank Willing to Loan. The Bank is willing to make the said loan for said purposes, upon the terms and conditions more full set forth herein.

Agent Willing to Act. The Agent is willing to accept the agency and assume the duties herein imposed, under the terms and conditions herein set forth.



ADDITIONAL ITEMS, continuedMiscellaneous, continued

## 24. Resolutions and Term Loan Agreement relative to Refinancing Power Plant Bonds, continued:

Mutual Covenants. The parties above named, in consideration of the premises and the mutual covenants herein contained, each for itself and not for each other, do hereby agree as follows:

Definitions

Fiscal Year. The term "year" as used herein shall have reference to the fiscal year employed by Michigan State College of Agriculture and Applied Science in keeping its books of account, to-wit: the year, July 1 to June 30, unless otherwise mutually agreed, or unless it can clearly be ascertained from the context that the calendar year or college year is intended.

College. The term "College" as used herein shall have reference to Michigan State College of Agriculture and Applied Science, located in the City of East Lansing, County of Ingham, and State of Michigan.

Trust Agreement. The term "Trust Agreement" as used herein shall have reference to that agreement by and between The State Board of Agriculture, of the State of Michigan, and Ann Arbor Trust Company, of Ann Arbor, Michigan, dated November 1, 1941, under the terms and conditions of which the Board issued and sold Michigan State College of Agriculture and Applied Science Power Plant Refunding Bonds in the original sum of Four Hundred Seventy-two Thousand Dollars (\$472,000.00). The terms and conditions of the said Trust Agreement are not and shall not in any way be superseded, diminished, or subordinated by this Agreement, but the same shall become of no further force and effect upon the redemption of all outstanding Power Plant Refunding Bonds, in accordance with the terms hereof.

Student Fees. The term "Student Fees" as used herein shall have reference to the sum which the College will charge and collect from each student attending said College, as part of his tuition fee, for the purpose of paying the principal of the loan made pursuant to the terms of this Agreement, the interest that shall accrue thereon, together with all costs of servicing.

The term "Loan" as used herein shall have reference, unless the context clearly indicates otherwise, to the loan of Three Hundred Twenty-two Thousand Eight Hundred Dollars (\$322,800.00) made by the Bank to the Board, under the terms and conditions set forth in this agreement.

The term "Bond" as used herein shall have reference to the Michigan State College of Agriculture and Applied Science Power Plant Refunding Bonds issued under the Trust Agreement.

SECTION ICOMMITMENT OF BANK

The Bank agrees to lend to the Board, and the Board agrees to borrow from the Bank, upon the terms and conditions more fully set forth herein, on the date as of which this Agreement shall be signed, the sum of Three Hundred Twenty-two Thousand Eight Hundred Dollars (\$322,800.00); such loan shall be evidenced by the Note of the Board in the form annexed as Exhibit "A", bearing the date as of which this agreement shall be signed, and maturing and bearing the date as of which this Agreement shall be signed, and maturing and bearing interest as provided in Exhibit "A", and payable solely from the funds and in the manner herein stipulated. (Said Note is herein sometimes referred to as the "Note").

SECTION IIPREPAYMENT OF NOTE

Upon fifteen (15) business days' notice and upon any interest payment date, the Board may, from time to time, prepay the Note, in whole or in part. In making any payments to the Bank herein provided for, the Board reserves the right to use any funds in its possession which it may appropriate for that purpose.

SECTION IIIAFFIRMATIVE COVENANTS OF THE BOARD

Agent to Hold Funds for Purposes Designated. The Board agrees that all funds borrowed hereunder shall be held by the Agent and impressed with a trust, to be used, together with other funds available, to pay all costs incidental to the calling and redemption of all outstanding Michigan State College of Agriculture and Applied Science Power Plant Refunding Bonds as of May 1, 1946, in accordance with the terms and conditions of the Trust Agreement.

Fees to be Charged Students. The Board agrees that beginning with the spring term of the 1945 - 1946 scholastic year of the College, it will charge and collect from each student attending said College, as part of his tuition fee, until the Loan shall be paid in full, a sufficient sum so that there will be funds available at all times to meet all payments of principal and interest on said Loan as the same shall accrue and become payable, and that as

Approval resolutions and Term Loan Agreement relative to refinancing power plant bonds.

April 18, 1946

Miscellaneous, continued

## 24. Resolutions and Term Loan Agreement relative to refinancing Power Plant bonds, continued:

said fees are collected from students, it will cause the same to be segregated and set aside for making the payments to the Agent hereinafter provided for.

Payments to Agent. The Board agrees that on or before October 1, 1946, and on or before April 1 and October 1 each year thereafter until the Loan shall be paid in full, it will pay to the Agent, solely from the fees so collected and segregated, the sum of Twenty-two Thousand Dollars (\$22,000) which sum shall be impressed with a trust and used by the Agent only for the purpose of meeting all payments of principal and interest which shall accrue and become payable on said Loan, in accordance with the terms of the Note. All such payments made to the Agent shall be used first to pay all interest which shall accrue and become payable on said Loan, and the balance thereof shall be applied in reducing the principal amount owing on said Loan.

Agent to Have First Lien. The Board covenants and agrees that the Agent shall have a first lien on the student fees to be charged, collected, and segregated in the manner hereinbefore set forth, commencing with the spring term of the 1945-46 scholastic year of the College, to the extent required to meet all payments to be made to the Agent hereunder, including, but not limited to, such sums as shall be required to meet all payments of principal and interest on the Loan hereinbefore provided for.

Insurance. The Board, out of the fees collected from students attending the College, as herein provided for, shall pay the premiums necessary to provide fire and extended coverage insurance upon the Power Plant and the equipment therein contained in an amount satisfactory to the Agent. In case of loss, the proceeds of said insurance shall be applied by the Board to the restoration of the building and equipment damaged, so that the College will at all times have adequate heating, lighting, power, and telephone facilities to meet its requirements.

All policies of insurance shall be assigned to and deposited with the Agent, and it shall have a first lien on all payments made on the same by reason of a loss suffered, but not to exceed the principal amount of the Loan then unpaid, together with accrued interest thereon, and the Board shall only have the right to use the same for the purpose of restoring said damaged property to its former condition when it appears that sufficient funds from all sources will be available to pay all costs incidental to restoring said property to the extent required to furnish said College with adequate power, heating, light, and telephone facilities.

Reports and Audits. The Board agrees that it will, within fifteen (15) days after receiving written request from the Agent, furnish to said Agent a complete statement, showing how much of the tuition fee charged each student attending the College is being set aside, segregated, and allocated to meet the payments to the Agent herein provided for, as they shall become due under the terms of this Loan Agreement and the Note executed as herein provided, the condition of the fund at the time of the statement and such other reasonable information in relation to said fund as the Agent may request, and when so requested, said statement shall be certified by an independent Certified Public Accountant, selected by the Board and approved by the Agent. The Board further agrees to permit the Agent or its duly authorized representative to examine, at any convenient time, all of its books and records relating to the fees collected as herein provided. The Board further agrees that it will pay for and cause to be made any and all audits requested by the Agent, and that it will employ such Certified Public Accountant or Accountants in making such audits as the Agent shall designate.

SECTION IV.REPRESENTATIONS AND WARRANTIES

The Board represents and warrants:

(a) No litigation or governmental proceedings are pending, or, to the knowledge of the Board, are threatened against the Board which could have a material adverse effect on this Loan or the security therefor.

(b) All acts required by the Constitution and applicable statutes of the State of Michigan and all applicable rules and regulations of the Board have been or will be complied with by the execution of this Agreement, and the said Agreement is, and the Note, when issued, will be, valid and binding, in accordance with the terms hereof.

(c) The Board has caused to be given to holders of outstanding bonds issued pursuant to the terms of the Trust Agreement notice of its intent to redeem the same on May 1, 1946, in accordance with the terms of the Trust Agreement and bonds issued thereunder.

SECTION V.EVENTS OF DEFAULT

If any one or more of the following events, herein called "Events of Default", shall occur and be continuing, the principal amount of the Note and accrued unpaid interest thereon shall become due and payable upon demand:

ADDITIONAL ITEMS, continuedMiscellaneous, continued

## 24. Resolutions relative to refinancing Power Plant bonds, continued:

(a) Default in any payment to be made to the Agent as herein provided, to be applied by said Agent in payment of any interest which shall have accrued on the Note and in reducing the principal amount owing thereon.

(b) Default in the observance or performance of any other covenant of the Board herein set forth and the continuance thereof for thirty (30) days after notice thereof to the Board from the Agent.

(c) Any representation or warranties made by the Board herein or any representation or warranty made by the Board in any report, statement, schedule, or certificate furnished to the Agent pursuant to this Agreement prove untrue in any material respect.

Approval Term  
Loan Agree-  
ment and  
resolutions  
refinancing  
power plant  
bonds

SECTION VIREMEDY ON DEFAULT

In an event of default, as defined in Section V, the Agent may, and on direction of the Bank, shall:

(a) Proceed to protect or enforce the rights of the Bank, either by Mandamus to compel the Board to perform each and every covenant herein contained, or by Injunction to prevent said Board from performing any act in violation of said covenants; and said Agent may proceed to protect and enforce the rights of the Bank by a suit, action, or special proceedings in equity or at law, to the fullest extent possible; and the Board hereby waives any immunity to being proceeded against as herein authorized which may exist by reason of its being a subdivision of State Government.

All rights and remedies of the Agent shall be cumulative, and any failure on its part to act shall not constitute a waiver of any right or remedy which it or the Bank may possess hereunder.

SECTION VIISECURITY AND IMMUNITY

Neither the Power Plant building or buildings nor the land upon which they are built nor the equipment contained therein nor any other property of the College or of the Board, excepting the fees collected from students as part of their tuition fee, as herein provided, shall be security for or be levied upon and sold to satisfy the Note evidencing the loan made hereunder. No recourse under or upon any obligation, covenant, stipulation, or agreement contained in this Loan Agreement or in said Note issued hereunder, or caused by any indebtedness hereby authorized, shall be had against the State of Michigan, the Board, or any member or officer of the Board, individually; it being expressly understood and agreed that the Note issued hereunder, as evidence of the Loan, is secured by and payable only from fees collected from students attending the College, as part of their tuition fee as herein defined, and that no other liability whatsoever shall attach to or be incurred by the State of Michigan, the Board, or any member or officer of the Board or its successors; all other liability, except as herein provided, being expressly waived.

SECTION VIIIDUTIES OF THE AGENT

Acceptance of Agency and Conditions Thereof. The Agent, for itself and its successors, hereby accepts the agency and assumes the duties herein created and imposed, but only upon the following terms and conditions, to-wit:

(a) The recital of facts herein shall be taken as statements by the Board and the Bank, and shall not be construed as made by the Agent.

(b) The Agent shall have no responsibility for the validity, execution, or acknowledgment hereof, of the Note secured hereby, or for the nature, extent, or amount of the security afforded hereby, or for any breach by the Board of any covenants herein contained.

(c) The Agent, save for gross negligence or wilful misconduct, shall not be liable for any loss or damage whatsoever arising out of any action or failure to act in connection with the obligations of this Agreement; and shall not be liable for the exercise of any discretion or power hereunder, or mistakes of judgment, or otherwise, except wilful misconduct or gross negligence.

(d) The Agent shall be protected in any action taken upon any notice, resolution, vote, request, consent, certificate, affidavit, statement, or other paper believed by its officers to be genuine and to have been passed or signed by the proper party or parties. The Agent shall not be bound to recognize any person as the holder of the Note, unless and until the same is submitted to the Agent for inspection, if required, and his title satisfactorily established, if disputed.

2276

ADDITIONAL ITEMS, continued

Miscellaneous, continued

Approval Term  
Loan Agreement  
and resolu-  
tions re:  
refinancing  
power plant  
bonds.

24. Resolutions and Term Loan Agreement relative to refinancing Power Plant bonds, continued:

(e) The Agent may select and employ suitable agents and attorneys. The reasonable compensation of the Agent and such agents and attorneys shall be paid by the Board. The Agent shall be under no obligation or duty to perform any act hereunder or defend any suit unless indemnified to its satisfaction.

Funds to be Held in Trust. The Agent shall hold all sums received hereunder as special trust funds for the benefit and security of the Bank, and said funds shall only be used for the purposes and in the manner herein set forth.

SECTION IX

MISCELLANEOUS

Notice and Demand. Any notice or demand, which by the provisions of this Agreement is required or provided to be served to or upon the Board, the holder of the Note, or the Agent, respectively, shall be deemed to be given or served for all purposes by being sent as registered mail, postage prepaid, addressed to: The State Board of Agriculture, East Lansing, Michigan; Michigan National Bank, Lansing, Michigan; or Ann Arbor Trust Company, Ann Arbor, Michigan, respectively; or if any other address shall at any time be designated by any of them, in writing, to the others, to such other address or addresses.

No waiver from Course of Dealings. No course of dealings between the Board, the holder of the Note, and the Agent, or any of them, or any delay on the part of the Agent in exercising any rights hereunder or under the Note, shall operate as a waiver of any rights hereunder or under the Note, or otherwise.

Termination of Loan Agreement. If and when the principal and interest stipulated hereunder shall have been paid, or the Board shall have provided for such payment by depositing with the Agent the amount of the principal of and interest on this Loan to maturity or to a date fixed for a payment as herein provided, then this Loan Agreement shall be terminated and shall be of no further force and effect.

Invalid Provisions. Should any provision, sentence, or section of this Loan Agreement be held invalid for any reason, such holding shall not be construed as affecting the validity of any remaining portion of said section or of this Loan Agreement.

Agreement Executed in Counterparts. This Loan Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original, and such counterparts, together, shall and will constitute one and the same instrument.

IN WITNESS WHEREOF, The State Board of Agriculture has caused these presents to be signed by the President of Michigan State College of Agriculture and Applied Science, attested by its Secretary, and sealed with its corporate seal; Michigan National Bank has caused these presents to be executed in its behalf by its President, attested by its Cashier, and its corporate seal to be hereunto affixed; and Ann Arbor Trust Company, of Ann Arbor, Michigan, has caused these presents to be executed in its behalf by its President, attested by its Secretary, and its corporate seal to be hereunto affixed, all as of the first day of May, A. D. 1946.

THE STATE BOARD OF AGRICULTURE  
By President  
Attest Secretary

MICHIGAN NATIONAL BANK  
By President,  
Attest Cashier

ANN ARBOR TRUST COMPANY  
By President  
Attest Secretary

EXHIBIT "A"

\$322,800.00

East Lansing, Michigan  
May 1, 1946

THE STATE BOARD OF AGRICULTURE, of the State of Michigan, a body corporate, created by the existing under the Constitution of the State of Michigan, promises to pay to the Order of MICHIGAN NATIONAL BANK, at its main office in the City of Lansing, Michigan, the sum of THREE HUNDRED TWENTY-TWO THOUSAND EIGHT HUNDRED DOLLARS, together with interest thereon at the rate of one per cent (1%) per annum upon all sums at any time and from time to time unpaid hereon, in semi-annual installments (until May 1, 1954, at which time the entire amount of the principal hereof and interest accrued thereon then unpaid shall be due and payable) of Twenty-two Thousand Dollars (\$22,000.00) each, on the first day of November 1946 and one the first day of May and the first day of November in each year thereafter until this note shall be paid in full; said sums to be applied first to the payment of interest and the balance to the reduction of principal.

This note evidences the borrowing under, is payable only from student fees to be charged students attending Michigan State College of Agriculture and Applied Science as part of their tuition fees as provided in, and is subject to all of the terms and conditions of a Loan Agreement between the Maker and the Payee hereof and the Ann Arbor Trust Company, of Ann Arbor, Michigan, as Agent, bearing even date herewith.

THE STATE BOARD OF AGRICULTURE,  
of the State of Michigan

By \_\_\_\_\_  
President

And \_\_\_\_\_  
Secretary



ADDITIONAL ITEMS, continuedMiscellaneous, continued

25. Resolution of the State Board of Agriculture relative to borrowing funds to call and redeem all outstanding Michigan State College of Agriculture and Applied Science Power Plant refunding bonds.

Approval resolution re: borrowing funds to call and redeem all outstanding Power Plant refunding bonds.

WHEREAS, under the terms and conditions of a certain Trust Agreement, dated as of November 1, 1941, The State Board of Agriculture issued and sold Michigan State College of Agriculture and Applied Science Power Plant Refunding Bonds in the aggregate principal amount of Four Hundred Seventy-two Thousand Dollars (\$472,000.00), which bonds bear date of November 1, 1941, mature serially, and bear interest at the rate of two and one-quarter per cent (2 $\frac{1}{4}$ %) per annum; of which bonds (after bonds of the face value of Nineteen Thousand Dollars (\$19,000.00) maturing on May 1, 1946, have been paid in full), bonds of the face value of Three Hundred Fifteen Thousand Dollars (\$315,000.00) will remain outstanding, and which bonds are subject to call in accordance with the terms of said Trust Agreement; and

WHEREAS, The State Board of Agriculture is desirous of refinancing the obligation above described on more advantageous terms, and deems it necessary and expedient to borrow, through a commercial bank loan, the sum of Three Hundred Twenty-two Thousand Eight Hundred Dollars (\$322,800.00) to be used to call and redeem the aforementioned outstanding bonds, to pay the premium necessary to call and redeem said bonds prior to maturity in accordance with the terms of said Trust Agreement, and to pay all costs incidental to said refinancing; and

WHEREAS, The Ann Arbor Trust Company, of Ann Arbor, Michigan, has submitted for the consideration of this Board a Loan Agreement whereby the said sum of Three Hundred Twenty-two Thousand Eight Hundred Dollars (\$322,800.00) may be borrowed from the Michigan National Bank, a National Banking Corporation, with principal offices in Lansing, Michigan, which sum will be sufficient to pay all costs incidental to the redemption and retirement of the aforementioned outstanding bonds;

NOW, THEREFORE, BE IT RESOLVED by The State Board of Agriculture that it borrow the sum of Three Hundred Twenty-two Thousand Eight Hundred Dollars (\$322,800.00) from the Michigan National Bank, to be repaid solely from fees to be charged students attending Michigan State College of Agriculture and Applied Science, as part of their tuition fee, in accordance with the terms and conditions set forth in the Loan Agreement submitted to this Board, which loan is to be evidenced by the promissory note made a part of said Loan Agreement and referred to therein as Exhibit "A"; said loan shall be in the principal amount of Three Hundred Twenty-two Thousand Eight Hundred Dollars (\$322,800.00), shall bear interest at the rate of one per cent (1%) per annum, payable semi-annually on May 1 and November 1 of each year, and shall provide for semi-annual payments of Twenty-two Thousand Dollars (\$22,000.00) payable to the Ann Arbor Trust Company, as Agent under said Loan Agreement, on April 1 and October 1 of each year, to be applied by the Agent first in payment of all interest which shall accrue on said note and the balance thereof to be applied in reducing the principal indebtedness of said note, in accordance with the terms of said Loan Agreement.

BE IT FURTHER RESOLVED that J. A. Hannah, President of Michigan State College of Agriculture and Applied Science, and Karl H. McDonel, its Secretary, be and they are hereby authorized, empowered, and directed, in the name of The State Board of Agriculture and as its corporate act and deed, to execute and enter into the aforementioned Loan Agreement between this Board, the Michigan National Bank and the Ann Arbor Trust Company, as Agent; and they are further authorized, empowered, and directed to execute the promissory note of this Board above referred to, as evidence of said loan; and they are further authorized, empowered, and directed to charge, collect, segregate, and pledge fees to be collected from each student who shall attend Michigan State College of Agriculture and Applied Science, as part of his tuition fee, beginning with the spring term of the 1945-46 scholastic year, which in the aggregate, will be sufficient to secure and meet all payments of principal and interest on the promissory note herein authorized as the same shall become due and payable; and said officers are hereby authorized and directed to perform all acts and deeds and execute all instruments and documents necessary, expedient, and proper in connection with the borrowing of said sum of Three Hundred Twenty-two Thousand Eight Hundred Dollars (\$322,800.00) herein authorized, and the pledging of said fees, as provided for in said Loan Agreement.

BE IT FURTHER RESOLVED, That the State Board of Agriculture shall, beginning with the spring term of the 1945-46 scholastic year, charge and collect from each student attending Michigan State College of Agriculture and Applied Science, as part of his tuition fee, and until all indebtedness under said Loan Agreement, to be evidenced by the promissory note of this Board, is paid in full, a sufficient sum so there will be at all times funds collected which will be adequate to meet all payments of principal and interest on said note, as the same shall become due and payable, and so that there will be sufficient funds to pay necessary costs of insurance on said Power Plant and the machinery and equipment therein, and to provide a reasonable reserve for repairs, replacements, and purchases of necessary equipment.

BE IT FURTHER RESOLVED that as said fees are collected from students, as part of their tuition fee, they shall be segregated and set aside in a special fund for the purpose of making the payments to the Agent provided for in the aforementioned Loan Agreement.

BE IT FURTHER RESOLVED that said officers be and they are hereby authorized, empowered, and directed, for and in the name of The State Board of Agriculture and as its corporate act and deed, to perform all acts, give such notices, and execute such instruments as are necessary to call and redeem all outstanding Michigan State College of Agriculture and Applied

April 18, 1946

Miscellaneous, continued

## 25. Resolution relative to borrowing money to refinance power plant bonds, continued:

Science Power Plant Refunding Bonds, in accordance with the provisions of the Trust Agreement pursuant to which said bonds were issued and sold, and to perform such other acts and deeds as are necessary, expedient, and proper to retire any existing indebtedness created through the issuance and sale of the bonds outstanding and to be redeemed as herein authorized; and all notices, acts, and deeds heretofore given or performed by said officers, or by the Trustee acting under their direction, are hereby ratified and confirmed.

Legal Opinion Relative to Loan Agreement

Approval  
legal opinion  
relative to  
Loan Agree-  
ment.

Shields, Ballard, Jennings & Taber  
1400 Olds Tower Building  
Lansing 8, Michigan

April 17, 1946

Michigan State College  
East Lansing, Michigan

Gentlemen:

We have examined the proposed Loan Agreement between The State Board of Agriculture, of the State of Michigan, Michigan National Bank and Ann Arbor Trust Company with relation to the proposed borrowing of \$322,800.00 for the purpose of providing funds to retire the outstanding Michigan State College of Agriculture and Applied Science Power Plant Refunding Bonds issued pursuant to the terms of a certain Trust Agreement dated November 1, 1941.

The proposed Loan Agreement seems to be in proper form and provides as follows:

1. The Bank agrees to lend to The State Board of Agriculture \$322,800.00 upon a note of the State Board of Agriculture requiring the repayment thereof with interest at one (1) per cent per annum, such payments to be made in semi-annual installments of \$22,000.00 each, the entire balance to be due and payable on May 1, 1954. The note is to be repaid only from student fees to be charged students attending Michigan State College as part of their tuition fees:

2. The Board may upon fifteen (15) days notice and upon any interest payment date, pre-pay the note in whole or in part;

3. The Board agrees that beginning with the spring term of the 1945-46 scholastic year, it will charge and collect from each student, as part of his tuition fee, until the loan is paid in full, an amount sufficient to meet the semi-annual payments of principal and interest and the entire principal as provided;

4. In the event of default, the Board agrees that the Bank may compel the Board, by mandamus or other legal action, to perform the provisions of the Loan Agreement, and immunity from being sued is waived;

5. The loan is to be repaid from the fees collected as above stated, and neither the Power Plant Building or buildings, nor the land upon which they are built, nor the equipment contained therein nor any other property of the state Board of Agriculture, shall be treated as security for or be levied upon to repay said note, and

6. Funds realized from the loan are to be held by the Ann Arbor Trust Company, as agent, as a special trust fund to redeem the bonds issued under the Agreement of November 1, 1941.

A resolution has also been furnished and when adopted by The State Board of Agriculture will authorize the execution of this instrument and the borrowing of the money in accordance with the terms thereof.

We approve the instrument providing for the Loan and the Resolution as to legal form.

We are enclosing a copy of the Resolution and the proposed Loan Agreement.

Very truly yours

SHIELDS, BALLARD, JENNINGS AND TABER

By /s/ Byron L. Ballard.

On motion of Mr. Brody, seconded by Mr. Berkey, it was voted to approve items 24 and 25.

26. Authorization instructing the Ann Arbor Trust Company to take such steps as are necessary to call the existing dormitory bonds at the next call date which is June 1, 1946, looking toward the completion of their retirement.

On motion of Mr. Mueller, seconded by Miss Jones, it was voted to approve item 26.

The meeting adjourned at 2:45 p.m.

John A. Hamach  
President  
Karl H. McDowell  
Secretary