

MINUTES OF THE MEETING
of the
STATE BOARD OF AGRICULTURE
February 21, 1946

Present: Mr. Berkey (Chairman); Mr. Armstrong; Mr. Akers; Mr. Brody; President Hannah;
Treasurer Wilkins; Secretary McDonel.

Absent: Miss Jones; Mr. Mueller; Dr. Elliott

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

The minutes of the last meeting were approved.

The Governor has reappointed Mr. Mueller to fill Mr. McPherson's six-year term, beginning January 1, 1946.

PRESIDENT'S REPORT

Resignations and Appointments

Resignations

1. Resignation of Arthur David Jones as half-time graduate assistant in Bacteriology, effective January 1, 1946. Mr. Jones has received his Master's degree.

Appointments

2. Appointment of Mrs. Maxine J. Baxter as stenographer for the Counselor for Men at a salary of \$1320 per year, effective January 21, 1946. Mrs. Baxter will replace Mrs. Martha Klein who was transferred.
3. Appointment of Mrs. Marie Welty as stenographer in the Office of Veterans Affairs at a salary of \$1320 per year, effective January 16, 1946. She has previously been paid on the labor payroll.
4. Appointment of Mrs. Ruby Nixon as stenographer in the Office of Veterans' Affairs at a salary of \$1320 per year, effective January 16, 1946. Mrs. Nixon has previously been paid from the labor payroll.
5. Appointment of Mrs. Shirley Virginia Reed as stenographer in the Office of the Dean of the Basic College at a salary of \$1440 per year, effective January 22, 1946, to replace Mrs. Fern Bigelow.
6. Appointment of William Knapp as clerk in the Office of Veterans' Affairs at a salary of \$2100 per year, effective January 17, 1946. Mr. Knapp has been an employee of Buildings and Utilities and paid on the labor payroll.
7. Appointment of Ralph L. Olmstead as Regional Farm Forester, effective January 16, 1946. His salary will be paid by the State Department of Conservation and his expenses by the Extension Service of Michigan State College.
8. Transfer of Warren W. Brandt from quarter-time graduate assistant in Chemistry to full-time assistant in Chemistry at a salary of \$175 per month, effective January 21, 1946.
9. Reinstatement of Mrs. Renee J. Kerr as Instructor in Foreign Languages at the same salary of \$2500 per year, effective January 1, 1946. Mrs. Kerr has been on sick leave since November 1.
10. Appointment of Jose Areba as Instructor in Foreign Languages at a salary of \$100 per month, effective from January 1 to June 30, 1946. He will replace Mariano Chaverri whose appointment terminated on December 31.
11. Appointment of Mario Rodriguez as Instructor in Foreign Languages at a salary of \$100 per month, effective from January 1 to June 30, 1946. He will replace Mrs. Elza de Queiroga who has resigned.
12. Appointment of Thomas Charles Nelson as half-time graduate assistant in Botany at a salary of \$80 per month, effective January 1, 1946.

Travel

Travel

1. Full expenses for J. H. Kobs to attend the meeting of the National Baseball Commission in New York City on February 2 and 3.
2. Full expenses for A. B. Love to go to Chicago on February 5 in connection with materials on loan from the army. Expenses are to be paid from Emergency Farm Labor funds.
3. Mileage on one car and maintenance expenses for Andrew Quirrie and Howard Wentz to attend a meeting of the Ohio Percheron and Belgian Breeders' Associations in Columbus, Ohio, on February 5.
4. Expenses not to exceed \$49.21 for Meta Vossbrink to attend the meetings of the American Vocational Association in Buffalo, New York, on February 6-9. The College will be reimbursed for these expenses by the State Board of Control for Vocational Education.

PRESIDENT'S REPORT, continuedTravel, continued:

Travel

5. Full expenses for L. E. Bell to confer with the engineers of the Minneapolis-Moline Company in Moline, Illinois, on February 16, with expenses paid from Extension funds.
6. Full expenses for E. B. Hill to attend the International Farm Tenure Conference in Chicago on February 16-20.
7. Full expenses for Dean Rather to attend a conference on general education at the University of Chicago on February 17,
8. Full expenses for Stanley Johnston to attend the National Peach Council meeting in St. Louis, Missouri, on February 20 and 21, with expenses paid from Experiment Station funds.
9. Full expenses for Karl Dressel to attend the Midwestern Shade Tree Conference in Chicago on February 21.
10. Full expenses for Jeanette Lee to attend a meeting of the College Home Economics Club groups of the American Home Economics Association in Chicago on February 21-23.
11. Full expenses for Dean Crowe to attend a meeting of a planning committee of the National Education Association in Chicago on February 22 and 23.

Inc. salary
L. CormierMiscellaneous

1. Increase in salary of Louis Cormier, Instructor in Foreign Languages, from \$100 per month to \$150 per month, effective January 1, 1946.
2. Change in salary for Mrs. Alice Nelson, Instructor in English, from \$200 to \$166.66 per month, effective January 28, 1946.
3. Change in effective date of the appointment of John A. Waite, Assistant Professor of Literature and Fine Arts and Counselor in the Basic College, from January 1 to January 30, 1946.
4. Change in the effective date in the appointment of Louis F. Zarza, Assistant Football Coach and Assistant Professor of Physical Education, Health, and Recreation, from February 1 to January 21, 1946.
5. Payment of \$36.90 to William Conklin as compensation for time lost because of an injury received while working.
6. Payment of \$32 to Winfield Russell as compensation for time lost because of an injury received while working.
7. Report that the contract for the necessary work on the Huffman drain was let to the low bidder, the MacLean Construction Company, at \$3,017.60.

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1. Resignation of Julia C. Pagenstecher as stenographer in the Military Department, effective January 31, 1946.
2. Resignation of Mary M. Becker as stenographer in the Military Department, effective January 31, 1946.
3. Resignation of Mrs. Helen D. Hicks as half-time stenographer in Horticulture, effective January 31, 1946. Mrs. Hicks is moving to Chicago to join her husband. She was paid from Extension funds.
4. Resignation of Mrs. Beatrice A. Hagadorn as stenographer in Engineering, effective February 15, 1946, because of ill health.
5. Resignation of Mrs. Josephine Aten as Assistant Manager of the College Book Stores, effective February 9, 1946.
6. Resignation of Lloyd H. Geil as Director of Public Relations, effective February 28, 1946, to accept a position with the Standard Oil Company.
7. Resignation of Mrs. Elizabeth Youngs as Instructor in Written and Spoken English, effective January 31, 1946. Mrs. Youngs is leaving for Kansas.
8. Resignation of Paul J. Aldus as Instructor in Written and Spoken English, effective January 31, 1946. Mr. Aldus has accepted a position at the University of Chicago.
9. Resignation of Mrs. Irene Hungerford as 4-H Club Agent in Chippewa County, effective February 28, 1946. Mrs. Hungerford's husband has recently been discharged from military service.
10. Resignation of C. H. Jefferson as Assistant Professor and Research Assistant in Agricultural Engineering, effective March 31, 1946. Mr. Jefferson has accepted a position in the commercial field.

Resignations

RESIGNATIONS, continued

Resignations

11. Resignation of C. R. VanDusen as Assistant Professor of Speech and Dramatics, effective January 31, 1946. Mr. VanDusen has been on military leave since February 7, 1942.

LEAVES

Leaves

1. Leave of absence with pay for K. K. Vining, County Agricultural Agent in Kent County, for the period from March 1-15. This is in addition to his annual vacation period.
2. Leave of absence with pay for spring term 1946 for J. M. Barbour, Associate Professor of Music, so that he may make preparations for a book which he is planning.

APPOINTMENTS

Appointments

1. Appointment of Mrs. Melferine Hufty as stenographer for the Board of Examinations and Counseling at a salary of \$1440 per year, effective February 15, 1946. Mrs. Hufty replaces Ann Kostal who was paid on the labor payroll.
2. Appointment of Mrs. Virginia Miller as stenographer for the Counselor for Women at a salary of \$1380 per year, effective February 1, 1946. Mrs. Miller replaces temporary help who were paid on the labor payroll.
3. Appointment of Jean Hansen as stenographer in the Campus Police Office at a salary of \$1320 per year, effective February 11, 1946. This is a new position.
4. Appointment of Mrs. Mary Jane Stewart as stenographer in the Military Department at a salary of \$1500 per year, effective February 4, 1946, to replace Mrs. Julia Pagenstecher.
5. Appointment of Mrs. Shirley Watt as stenographer in the Office of Veterans' Affairs at a salary of \$1320 per year, effective February 1, 1946. Mrs. Watt has previously been paid on the labor payroll.
6. Appointment of Mrs. Jacqueline F. Terwilliger as stenographer in Horticulture at a salary of \$690 per year on a half-time basis, effective February 1, 1946, and paid from Extension funds. Mrs. Terwilliger replaces Mrs. Helen Hicks who has resigned.
7. The following changes in the stenographic staff in Horticulture are recommended to be effective February 1, 1946:
 - a. Change in status of Margaret M. Hartwell from half-time to full-time at the same salary rate of \$1500 per year, paid from Extension funds. This is a new position.
 - b. Appointment of Wilma Biggar as stenographer in Horticulture at a salary of \$1320 per year and paid one-half from Extension funds and one-half from funds of the Michigan State Horticultural Society. Miss Biggar replaces Miss Hartwell.
8. Appointment of Mrs. Arthur Simpson as stenographer in Effective Living in the Basic College at a salary of \$1440 per year, effective February 4, 1946. This is a new position.
9. Appointment of Curtis Moore as a Counselor with the rank of Instructor at a salary of \$3000 per year, effective February 11, 1946. This is a new position.
10. Appointment of Raoul B. Haas as Counselor with the rank of Instructor at a salary of \$3000 per year, effective February 1, 1946. This is a new position.
11. Appointment of Robert G. Sherman as clerk in the Registrar's Office at a salary of \$2500 per year, effective February 1, 1946. This is a new position.
12. Appointment of Margaret Krause Cardinal as general duty nurse at the Health Service at a salary of \$1800 per year, effective February 8, 1946, to replace Jeanne Wise.
13. Transfer of W. Lowell Treaster from Extension Editor in Publications at a salary of \$4200 to Director of Public Relations at a salary of \$5000 per year, effective March 1, 1946. Mr. Treaster will replace L. H. Geil.
14. Appointment of Loren S. Armbruster as Assistant County Agricultural Agent in Saginaw County at a salary of \$2700 per year, effective February 1, 1946. This is a new position paid from Bankhead-Flanagan funds.
15. Appointment of Andrew F. Bednar as 4-H Club Agent in Gogebic County at a salary of \$2800 per year, effective from February 18 to June 15, 1946. Mr. Bednar will replace Ruth Haapala who has resigned.
16. Appointment of Karl Edwin Larson as 4-H Club Agent in Chippewa County at a salary of \$2700 per year, effective February 25, 1946, to replace Mrs. Irene Hungerford who has resigned, paid from extension funds.
17. Appointment of Dorothy Erler as Home Demonstration Agent in St. Joseph County at a salary of \$2500 per year, effective March 1, 1946, to replace Mrs. Alta C. McMurray who has resigned. It is also recommended that Miss Erler be granted leave without pay from June 15 to August 31, 1946, to permit her to take certain courses at Michigan State College. (Paid from Bankhead-Flanagan funds).

APPOINTMENTS, continued

Appointments

18. Appointment of Waldo M. Sands as Research Assistant in Forestry at a salary of \$83 per week, effective for the period from March 1 to June 30, 1946, and paid from the Special Forest Research Fund provided by the State Planning Commission. It is understood that this appointment will not exceed a period of ten weeks during this fiscal year.
19. Appointment of Fred W. Roth as Extension Specialist in Agricultural Engineering at a salary of \$3200 per year, effective March 1, 1946, to replace Richard Machiele who has been transferred. Mr. Roth is to have the rank of Assistant Professor and will have charge of the fire control and safety programs.
20. Appointment of Clare A. Becker as Extension Specialist in Farm Management with the rank of Associate Professor at a salary of \$4000 per year, effective March 1, 1946, to replace Clyde O. May, who has resigned.
21. Appointment of John Willis Creighton, Jr. as Assistant Professor of Forestry at a salary of \$3200 per year, effective March 15, 1946, to replace William J. Baker who resigned some time ago.
22. Appointment of Harry William Burry as Instructor in Short Courses and in Forestry at a salary of \$2600 per year, effective March 1, 1946. This is a new position. The College will be reimbursed for 75 per cent of his salary and expenses by the State Board of Control for Vocational Education.
23. Appointment of Robert F. Carlson as Extension Specialist and Research Assistant in Horticulture with the rank of Assistant Professor at a salary of \$2800 per year, effective March 1, 1946, and paid one-half from Extension and one-half from Experiment Station funds. Mr. Carlson will replace Perry Bowser who has resigned.
24. Reappointment on a permanent basis of Francis L. O'Rourke as Assistant Professor of Horticulture and Short Courses at the same salary of \$3600 per year, effective March 15, 1946. The College is reimbursed for 75 per cent of his salary and expenses by the State Board of Control for Vocational Education.
25. Appointment of Clarence E. Hoxsie as Superintendent of the Hidden Lake Gardens with the rank of Assistant Professor of Horticulture at a salary of \$3300 per year, effective February 20, 1946. This is a new position.
26. Appointment of James S. Clark as Instructor in History of Civilization in the Basic College at a salary of \$233.33 per month, effective from February 1 to August 31, 1946. This is a new position.
27. Appointment of Homer Herbert Fields as Instructor in Social Science in the Basic College at a salary of \$3000 per year, effective February 1, 1946. This is a new position.
28. Appointment of Harold Sponberg as Instructor in Written and Spoken English in the Basic College at a salary of \$2900 per year, effective February 8, 1946, to replace Paul Aldus who has resigned.
29. Appointment of Donald Kilbourn as Instructor in Written and Spoken English in the Basic College at a salary of \$200 per month from February 1 to March 31 and at \$150 per month from April 1, 1946, for as long as necessary. This is a new position.
30. Appointment of Florence T. Efty as Instructor in Written and Spoken English at a salary of \$2600 per year, effective February 1, 1946, to replace Lenore Tallmadge who has resigned.
31. Appointment of Albert C. Posz as Instructor in Written and Spoken English at a salary of \$2700 per year, effective February 1, 1946. This is a new position.
32. Appointment of Paul S. Mills as Instructor in Business Administration at a salary of \$2800 per year, effective March 1, 1946. This is a new position.
33. Appointment of William Jackson Barber as Assistant Professor of Engineering Drawing at a salary of \$3200 per year, effective March 15, 1946, to replace A. T. Balint who has resigned.
34. Appointment of Frederick F. Fales as Professor and Head of the Department of Foreign Languages at a salary of \$5400 per year, effective September 1, 1946, to replace L. C. Hughes who has retired.
35. Appointment of Franklin H. Knowler as Professor and Head of the Department of Speech and Dramatics at a salary of \$5400 per year, effective September 1, 1946, to replace Paul Bagwell who has been Acting Head.
36. Appointment of Bennett T. Sandefur as Associate Professor of Geology and Geography at a salary of \$4000 per year, effective August 1, 1946, to replace J. A. Young who has resigned.
37. Appointment of Mrs. Emily Jane Hoover as part-time Instructor in Mathematics at a salary of \$150 per month, effective from February 6 to March 14, 1946.
38. Appointment of Edith Runyan as Instructor in Mathematics at a salary of \$100 per month, effective from March 25 to June 13, 1946. This is a new position.

Appointments

APPOINTMENTS, continued

39. Appointment of Russell L. Schneider as Instructor in Mathematics at a salary of \$500 for the period from June 18 to August 29, 1946.
40. Appointment of Stanley R. Johnson as Instructor in Mathematics at a salary of \$2700 per year, effective March 25, 1946. This is a new position.
41. Appointment of Nicholas Musselman as Instructor in Mathematics at a salary of \$2600 per year, effective March 25, 1946. This is a new position.
42. Continuation of Arthur M. Ross as Lecturer in Economics at a salary of \$450 per month through June 15, 1946.
43. Appointment of Vera M. Bleil as technician in Bacteriology and Public Health at a salary of \$1620 per year, effective February 15, 1946, and paid from Swift and Company Research Fund No. 434. This is a new position.
44. Appointment of Aubrey Hagar as graduate fellow in Soil Science at a salary of \$80 per month, effective March 1, 1946, and paid from the American Potash Institute Fund.
45. The following graduate assistantship appointments are recommended:
 - Soil Science - Floyd W. Smith, quarter-time at \$40 per month, effective from January 21 to June 30, 1946, and paid from the Middle West Soil Improvement Fund.
 - Zoology - George E. Jay, half-time at \$100 per month for five months beginning April 1, 1946.
 - Chemistry - Deborah Morgan, half-time at \$80 per month for three months beginning April 1, 1946.
46. Reinstatement of Rex Norris as clerk in the College Book Store at a salary of \$2500 per year, effective February 4, 1946. Mr. Norris has been on military leave since January 15, 1943. He was employed in the Accounting Office and paid on the labor payroll before he was drafted.
47. Reinstatement of John T. Stone as County Agricultural Agent in Livingston County at a salary of \$3400 per year, effective February 1, 1946, to replace S. B. Thomas who died recently. Mr. Stone has been on military leave since August 1, 1944. He was County Agent in Cheboygan County at a salary of \$2600 at the time he was commissioned in the Navy.
48. Reinstatement of Kenneth J. Anderson as 4-H Club Agent in St. Clair County at a salary of \$3200 per year, effective February 1, 1946, to replace Francis C. Ronan who has resigned. Mr. Anderson has been on military leave since August 31, 1943. He was formerly Club Agent in Wayne County at a salary of \$2400 per year.

Travel

TRAVEL

1. First-class railway fare for L. S. Foltz to attend a meeting of the American Institute of Electrical Engineers Student Committee in Chicago. The meeting will probably be called in February.
2. First-class railway fare for M. G. Larian to attend the Chemical Exposition and American Institute of Chemical Engineers Regional Meeting in New York City on February 25-28.
3. Mileage on one car for members of the Farm Crops Department to attend the meeting of the American Society of Agronomy in Columbus, Ohio, on February 26 to March 1.
4. Mileage on two cars for members of the Soil Science Department to attend the meetings of the Soil Science Society of America and the American Society of Agronomy in Columbus, Ohio, on February 26 to March 1.
5. The following allowances are requested for staff members to attend the meetings of the American Sociological Society in Cleveland, Ohio, on February 28 to March 3;
 - a. First-class railway fare for Judson Landis of the Department of Effective Living.
 - b. First-class railway fare for O. C. Smucker and Austin VanderSlice of the Department of Social Science.
 - c. Mileage on one car for five members of the staff in Sociology.
6. Full expenses for C. M. Harrison to attend a conference of research workers in Soil Conservation in Milwaukee, Wisconsin, on March 5 and 6, with expenses paid from Experiment Station funds.
7. Full expenses for Dean Dirks to attend the Midwest Power Conference in Chicago on April 3-5.
8. Full expenses for C. V. Ballard, B. D. Kuhn, J. G. Wells, A. G. Kettunen, H. A. Berg, R. J. Baldwin, Rachel Markwell and Margaret Harris to attend a conference of Land-Grant College Workers in Extension at Purdue University on March 7-9.
9. Full expenses for John S. Pingel and W. N. Kerbawy to appear on the program of the Downtown Coaches Club in Toledo, Ohio, on March 11.
10. Full expenses for John S. Pingel to appear on the programs of the Alumni Club in Cleveland on March 16, and in Buffalo on March 19.
11. First-class railway fare for Arnold Haugen to attend the National Wildlife Conference in New York City on March 11-13, to be paid from Extension funds.
12. First-class railway fare for L. F. Wolterink to attend the annual meetings of the Federation of American Societies for Experimental Biology in Atlantic City, N.J. on March 11.

TRAVEL, continued

Travel

13. Mileage on one car for R. W. Luecke, A. L. Neal, and C. W. Duncan to attend the meeting of the Federation of American Societies for Experimental Biology in Atlantic City, New Jersey, on March 11-14; paid from Experiment Station funds.
14. First-class railway fare for two staff members of the Department of Foods and Nutrition to attend the meeting of the Federation of American Societies for Experimental Biology in Atlantic City on March 12-15; one fare to be paid from Experiment Station funds and one from Home Economics funds. Three staff members will attend the meeting on this allowance.
15. Full expenses for Clyde M. Campbell to attend the meeting of the American Association of School Administrators in Chicago on March 12 and 13.
16. Full expenses for C. V. Millard to attend the meeting of the American Association of School Administrators in Chicago on March 12-14.
17. Full expenses for Roy Underwood to go to New York City on March 14 to look for staff members to teach piano and voice.
18. First-class railway fare for I. F. Huddleson to attend a symposium conducted by the New York Academy of Science in New York City on March 15-16.
19. Full expenses for A. J. Panshin and R. C. Johnson to attend a conference at the Forest Products Research Laboratory in Madison, Wisconsin, on March 17-23; to be paid from funds provided by the State Planning Commission.
20. The following allowances are requested for staff members to attend the meetings of the National Institute of Food Technology in Buffalo, New York, on March 18 and 20:
 - a. First-class railway fare for F. W. Fabian to present a paper.
 - b. Mileage on one car for W. F. Robertson and R. E. Marshall.
21. Full expenses for Glen Stewart to attend the college day at Bennett High School in Buffalo, New York, on March 19. He will visit high schools in Cleveland and Rochester while on this trip.
22. Full expenses for B. R. Bookhout to attend the Farm Work Simplification Institute at Purdue University on March 19-30; paid from Experiment Station funds.
23. Full expenses for C. V. Millard to attend the meeting of the National Education Association in St. Louis, Missouri, on March 20-23.
24. Mileage on one car for K. J. McCristal and R. B. Daubert to attend the convention of the Midwest Physical Education Association in Columbus, Ohio, on March 20-23.
25. Full expenses for B. F. VanAlstyne to attend the annual meeting of the National Basketball Coaches Association in New York City on March 22-26.
26. Full expenses for Mrs. Mabelle Ehlers to attend the annual meeting of the National Restaurant Association in Chicago on March 26-28.
27. Mileage on one car for Mary Bannen, William Sur, Marie Adler, and Mrs. Eric Baber to attend the Music Education National Conference in Cleveland, Ohio on March 27-31, paid one-half from extension and one-half from college funds.
28. First-class railway fare for L. C. Ferguson to attend the meeting of the American Political Science Association in Philadelphia on March 28 and 29.
29. The following allowances are requested for staff members to attend the meetings of the American Association for the Advancement of Science in St. Louis, Missouri, on March 26-30:
 - a. Full expenses for Dean Huston
 - b. First-class railway fare for Clarence Nelson of the Board of Examiners
 - c. First-class railway fare for L. F. Wolterink of the Department of Physiology; to be paid from Experiment Station funds.
 - d. Full expenses for C. F. Huffman to give an address; to be paid from Experiment Station funds
 - e. Mileage on one car for four members of the staff of Biological Science in Basic College.
 - f. Mileage on one car for W. B. Drew, Donald Cation, C. G. Barr, and J. H. Muncie to present papers.
 - g. Full expenses for S. G. Bergquist to participate in a symposium.
 - h. Full expenses for S. G. Bergquist to participate in a symposium.
 - i. First-class railway fare for Walter Morofsky to present a paper.
 - j. First-class railway fare for P. A. Hawkins to present a paper.
 - k. First-class railway fare for W. D. Baten.

MISCELLANEOUS

1. Report of the deaths of former students in the war, as follows:
 Willis Patrick Beard, Class of 1945, a Lieutenant in the Army Air Forces, was killed in action over the Kurile Islands on December 30, 1944. He was enrolled in Business Administration during 1941-42, having entered from Oscoda, Michigan.
 Robert Edmond Bishop, Class of 1941, First Lieutenant in the Marine Air Corps, was killed in action over New Britain on January 17, 1944. He was enrolled in Public School Music during 1937-41, having entered from Vermontville.

Report of
deaths of
former stu-
dents in war.

MISCELLANEOUS, continued:

1. Report of the deaths of former students in the war, continued:

Francis Robert Burke, Class of 1944, a Staff Sergeant in the 15th Air Force, was killed in action over Hungary on March 8, 1945. He was enrolled in Business Administration during 1940-41 and again in 1942-43, having entered from Richmond.

Hubert Eugene Gluski, Class of 1942, Lieutenant (jg) and executive officer of the submarine runner which has been missing since July 11, 1943, has been reported by the Navy. It is believed that the submarine was sunk near Honshu, Japan. He graduated from Engineering on June 13, 1942, having entered from Detroit.

Richard Allen Hardman, Class of 1946, Lieutenant in the Army Air Forces, was killed on October 16, 1944, while on a mission over Austria. He had been awarded the Air Medal and the Purple Heart. He was enrolled in Engineering the fall of 1942 and winter of 1943, having entered from Detroit.

William John Heitman, Class of 1944, First Lieutenant in the 9th Air Force, was killed in action in France on July 8, 1944. He was enrolled in Applied Science during 1940-41, having entered from Ionia.

Harold Melvin May, Class of 1945, a Private First Class with the 82nd Airborne Division, was killed in action in Normandy on June 9, 1944. He was enrolled as a sophomore in Engineering the fall term of 1942, having entered from Detroit.

George Patrick McKinley, Class of 1945, a Second Lieutenant in the Army Air Forces, was killed on December 11, 1944, while on a mission over Austria. He was enrolled in Engineering during 1941-42, having entered from Lansing.

William Henry Strehl, Class of 1939, Second Lieutenant in the 107th Cavalry, died on November 6, 1945, in Grand Rapids as a result of injuries sustained in an army motorcycle accident in 1944. He was enrolled in Liberal Arts during 1935-36 and in the winter term of 1938, having entered from Grand Rapids.

Jack Bevington Tinkham, Class of 1944, Lieutenant in the Army Air Forces, was killed in action in the Pacific area on January 5, 1945. He was enrolled in Business Administration during 1940-41, having entered from Wayne, Michigan.

2. Report of the receipt of a check for \$36 from the Estate of LaVerne Noyes to be used for the scholarship fund.

3. Check for \$750 (fee for recent lecture here) from Harold E. Stassen to create a fund to be used for grants to junior or senior students showing unusual interest in civil affairs. Mr. Stassen's name is not to be used in connection with the fund except that students to whom the grants are made are to be informed of the source and requested to write to him eventually.

4. Receipt of 500 shares of South American Gold & Platinum Stock from A. H. Case to be added to the Albert Vaughan Case Memorial Scholarship fund.

5. Approval of a memorandum of understanding with the Strong Cobb and Company, Inc. and acceptance of a grant of \$1350 to be used in some specialized research work in Home Economics. This is not an Experiment Station project.

6. Acceptance of a grant of \$500 from the American College of Dentists to be used to continue the studies on tooth decay in rats.

7. Renewal of the agreement with the American Potash Institute and Acceptance of a grant of \$1200 to be used to continue the fellowship in Soil Science for one year.

8. Change in status of Joseph Stites from half-time to quarter-time graduate assistant in Chemistry at a salary of \$40 per month, effective February 1, 1946.

9. Change in status of Mrs. Elaine Foster from full-time to half-time stenographer in Engineering at a salary of \$660 per year, effective February 1, 1946.

10. Continuation of A. B. Love, J. G. Hays and H. P. Gaston in their assignments on the Farm Labor program for one year beginning January 1, 1946.

11. Change in status of Lawrence C. Meyer, Instructor in Agricultural Engineering, from a ten months to a twelve months basis at a salary of \$3600 per year, effective January 1, 1946. Mr. Meyer has been paid formerly at the rate of \$300 per month for ten months. The College is reimbursed in full for his salary.

12. The City of East Lansing has appointed Arthur Brandstatter as Chief of Police at a salary of \$3600 per year, effective from February 15 to June 30, 1946, and at \$4000 per year beginning July 1, 1946. It is recommended that the College continue to pay one half the salary of the Chief of Police.

13. Recommendation from the Graduate Council for the establishment of an American Potash Institute Fellowship in Soil Science at \$800 for the academic year, to be paid from Fund #260; and for the establishment of the Middle West Soil Improvement Assistantship at \$800 or \$400 for the academic year, to be paid from Fund #317.

14. Recommendation from the Dean of the Graduate School for the establishment of a second Brucella Fellowship at a rate of \$1200 per year for a 12-month period, to become effective September 1, 1946, and to be available for candidates for the Ph.D. degree. Payment is to be made from the Brucella Revolving Fund.

Check for \$36
from LaVerne
Noyes Est.

Check for
\$750 from
H. Staasen for
fund for grants

500 shares of
So. Am. Gold & 4.
Platinum Stock
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standing Strong5.
Cobb & Co.

Grant \$500
Am. College of 6.
Dentists

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Foster

Cont. A.B.Love
J.G.Hays, &
H.P. Gaston

Change in sta-
tus Lawrence
Meyer

Arthur Brand-
statter, E.L.
Chief of Police

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MISCELLANEOUS, continued

15. The following amounts were paid salaried employees during January 1946 in addition to their regular salaries:

<u>Auditorium</u>		<u>Book Store</u>		<u>Miscellaneous</u>	
Warren Burt	\$17	Orville Everett	\$ 4.50	L. P. Hedeman	\$36.00
Leroy Chapman	23	Marjorie Hipley	22.50	Marjorie Hipley	22.50
Helen Evans	23	Mildred Jeffers	18.00	Mildred Jeffers	18.00
Mildred Jeffers	17	Paul Rumpsa	7.50	Ralph Lehr	12.50
Gerald Knapp	8	Max Strothers	13.50	Don Maliskey	15.00
J. M. Kutt	3	Robert Troxell	6.00	Shirley Nelson	92.40
Bruce Pettit	20	Wayne VanRiper	15.75	Yoshiko Ota	6.50
Paul Rumpsa	20	Clella Weissinger	8.25	Clayton Otis	9.00
George Sawdy	8	Elmer Wilcox	23.25	Lyons Otto	9.00
Lawrence Searl	20			Sarah Remington	5.00
Norma Taschner	5	<u>Miscellaneous</u>		Paul Rumpsa	7.50
Robert Troxell	15	Ernest Bremer	46.00	Robert Troxell	6.00
Wayne VanRiper	23	Helen Campbell	7.50	Wayne VanRiper	15.75
Clella Weissinger	14	Nelson Ecklund	20.00	Clella Weissinger	8.25
Neal Whitehead	23	Christina Gunn	54.00		
Orville Everett	11	Orville Everett	4.50		

Additional
monies paid
to salaried
employees

16. Request for an appropriation of \$140 to rent facilities at the Peoples Church for the High School Music Festival on April 13.

\$140 appro-
priated for
rental of
facilities at
Peoples Ch.

17. Request for an additional \$1000 for the Museum budget. (It is recommended that the Museum budget be allowed to run in the red, not to exceed \$1,000 for the remainder of this fiscal year.)

Museum budget
to run in red

18. Request from Dean Anthony for new equipment and additional funds for maintenance for the Forestry Department representing an expenditure of approximately \$10,000.

New equipment
& add. funds
For. Dept.

On motion of Mr. Berkey, seconded by Mr. Armstrong, it was voted to approve the purchase of new equipment not to exceed \$4,000.00 and to approve the operation of the budget in the red for the remainder of this fiscal year.

New equipment
for Botany
Dept. approved

19. Request from Dean Emmons for new equipment for the Botany Department and changes in the building representing an expenditure of approximately \$4300.

Mr. Coleman
to make appli-
cation for
Frequency
Modulation

On motion of Mr. Armstrong, seconded by Mr. Brody, it was voted to approve item 19.

20. Request from Director Coleman for authorization to make application for Frequency Modulation facilities for Station WKAR.

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

21. Consideration of the advisability of selling the South American Gold & Platinum stock which has been given the College by A. H. Case.

On motion of Mr. Brody, seconded by Mr. Berkey, it was voted to approve the President's Report, Appointments, Resignations, Leaves, Travel and Miscellaneous items on which special action does not appear.

ADDITIONAL ITEMSResignations, Leaves, and Appointments

Resignations

1. Resignation of Mrs. Ruby Nixon, stenographer in the Office of Veterans Affairs, effective February 18, 1946.

2. Resignation of Lloyd R. Eberly as Area Consultant, Veterans' Information, under the Adult Education Program, effective February 18, 1946. Mr. Eberly has accepted a position with the Federal Veterans' Administration.

3. Leave of absence for one year with half pay for Gomer L. Jones, Associate Professor of Music in the School of Science and Arts and of Literature and Fine Arts in the Basic College, effective September 1, 1946. Mr. Jones will complete work for the Doctorate in Wales.

Leaves

4. Appointment of Ione O'Connor as stenographer in Biological Science in the Basic College at a salary of \$1560 per year, effective March 11, 1946. This is a new position.

Appointments

5. Appointment of Allan Tucker as Instructor in Biological Science in the Basic College at a salary of \$3000 per year, effective September 15, 1946. This is a new position.

6. Appointment of Gerald Wibber Prescott as Associate Professor of Botany and Plant Pathology at a salary of \$4000 per year, effective March 25, 1946. This is a new position.

7. Reinstatement of Fred W. Foster as Assistant Professor of Geography and Geology at a salary of \$3300 per year, effective March 20, 1946. Mr. Foster has been on military leave since September 1, 1942. He was an instructor in Geology and Geology at a salary of \$2100 per year when he left.

ADDITIONAL ITEMS, continued

Nina May transferred to Elec. and Chem. Engr.

Resignations, Leaves and Appointments (continued)

8. Transfer of Miss Nina May from Central stenographic Office as stenographer in the School of Engineering, to be assigned half time to the Department of Electrical Engineering and half time to the Department of Electrical Engineering and half time to the Department of Chemical Engineering at the same salary of \$1500.00, effective March 1, 1946.

On motion of Mr. Armstrong, seconded by Mr. Berkey, it was voted to approve the Resignations, Leaves and Appointments.

Check for \$1,104.83 from Det. New Century Club

Miscellaneous

1. Acceptance of a check for \$1,104.83 from the Detroit New Century Club to reestablish their student loan fund.

On motion of Mr. Brody, seconded by Mr. Berkey, it was voted to accept the above-mentioned check from the Detroit New Century Club.

Bequest of \$500 from Miss Gettemy for exhibit cases.

2. Bequest of \$500 from Winifred S. Gettemy, the provision in her will reading as follows:

"I give and bequeath the sum of Five Hundred (\$500) Dollars to the School of Home Economics of the Michigan State College to be used by the School for an exhibit case".

On motion of Mr. Berkey, seconded by Mr. Brody, it was voted to accept the bequest of Miss Gettemy.

Approval of provisions of Hinman Estate.

3. The trustees of the Hinman estate have approved the following provisions pertaining to Michigan State College for the use of the income from this permanent trust:

- That the income from the endowment is to be divided one-third for scholarships for Lansing public schools and two-thirds to students enrolled in Michigan State College.
- That from the allocation to Michigan State College there be two students each year from the Lansing public schools nominated by them and approved by the Scholarship Committee of Michigan State College; these to be in the amount of \$450 per year per scholarship and renewable from year to year on the same basis as other scholarships.
- That there be provided two or three graduate scholarships of \$1000 per year each to be selected by the Michigan State College Scholarship Committee and the Dean of the Graduate School on a competitive scholastic basis.
- That there be a number of undergraduate scholarships to use the remainder of the annual endowment, each scholarship to be in the amount of \$300; candidates to be selected by the Scholarship Committee on the basis of ability, promise, and need.
- That any unused funds in the portion allocated to the Lansing Public Schools is to be used for the support of scholarships at Michigan State College.
- That all of the selections are to be made in the manner heretofore mentioned subject to the final approval of the trustees of the William and Sarah E. Hinman Endowment Fund Corporation.

On motion of Mr. Berkey, seconded by Mr. Armstrong, it was voted to approve item 3.

4. Change in title of John S. Pingel from Assistant Football Coach to Assistant Football Coach and Assistant Professor of Physical Education, Health, and Recreation for Men, effective February 1, 1946.

On motion of Mr. Brody, seconded by Mr. Berkey, it was voted to approve the change in title for John Pingel.

5. Change in status of Mrs. Alfred M. Lucas, Instructor in Biological Science in the Basic College, from three-quarters time at \$150 per month to full time at \$200 per month, effective April 1, 1946.

6. The Retirement Committee recommends that John Fogarty of the Farm Crops Department be retired at a salary of \$480 per year, effective July 1, 1946.

7. Payment of \$11.60 to Jack Blodgett, employee in the Electrical Division of Buildings and Utilities, as compensation for time lost because of a foot injury.

On motion of Mr. Armstrong, seconded by Mr. Brody, it was voted to approve items 5, 6 and 7.

8. Recommendation from the Administrative Group authorizing the establishment of organized off-campus courses without credit for which a fee is to be charged those enrolled and compensation granted to the instructors teaching such courses where they are in excess of their regular college schedules. A schedule of suggested fees is in preparation.

On motion of Mr. Brody, seconded by Mr. Akers, it was voted to approve this program in principle and to authorize the President to put the program into effect, reporting the details to the Board at a later date.

9. Recommendation from the Administrative Group that the out-of-state fees for short course students be charged according to the following schedule:

12 weeks - \$30 8 weeks - \$20 4 weeks - \$10

Any other short courses scheduled are to have the out-of-state fee figured according to the same fractional basis with the twelve weeks \$30 out-of-state fee as the base.

On motion of Mr. Berkey, seconded by Mr. Armstrong, it was voted to approve item 9.

Change in title John Pingel to Asst. Football Coach & Asst. Prof.

Mrs. A.M. Lucas changed to full time.

Retirement of John Fogarty approved.

Payment \$11.60

Jack Blodgett time lost

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Establishment of organized off-campus

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ADDITIONAL ITEMS, continued

Miscellaneous, continued:

10. Recommendation from the Administrative Group that the rule on refund of college fees be modified to read as follows:

Rule on refund of college fees modified

"Students voluntarily leaving college previous to the close of the first half of the quarter will, upon approval of the Registrar of the College, be refunded one-half of all college fees paid as shown by registration card, with the exception of the matriculation fee which will in no case be refunded. A student is considered as being in attendance so far as fees are concerned while confined in the College Hospital or otherwise under College medical care. No refund of any kind will be made to students who are suspended or expelled from College for breach of discipline. Young men enrolled in College who are drafted before the middle of the quarter have their fees refunded in full but are given no credit; those young men who are drafted beyond the middle of the quarter are given full credit for the work carried with the grades accomplished up to that date."

On motion of Mr. Brody, seconded by Mr. Armstrong, it was voted to approve item 10.

\$3000 appropriated for Dunbar Forestry budget.

11. Request from Dean Anthony for an additional appropriation of \$3000 for the Dunbar Forestry Experiment Station so that they may complete the necessary lumber operations for this year. It is recommended that they be allowed to operate in the red for the balance of the fiscal year.

On motion of Mr. Brody, seconded by Mr. Berkey, it was voted to approve item 11.

Appropriations for uses of Auditorium

12. Request for an appropriation of \$200 for the following uses of the Auditorium for Music Department events:

Orchestra Concert, Main Auditorium, March 5, 1946. \$100
Band Concert, Main Auditorium, March 10, 1946. 100

On motion of Mr. Armstrong, seconded by Mr. Brody, it was voted to approve item 12.

13. When Mr. Case sent us the first 500 shares of South American Gold and Platinum stock, he suggested that we sell it when we could get \$8 for it, and this authority was given to the Ann Arbor Trust Company. When he sent the second 500 shares on February 4, he suggested that all of it be held until it reached \$10 which he was confident it would do. In the meantime the stock had been sold at \$8. Upon receipt of the second letter from Mr. Case, Mr. Cress was instructed to repurchase the stock already sold, which he did at \$8 3/8, making a total net cost of the transaction, including sales commissions, of \$328.43. Authorization is required approving the sale of the stock at \$8 and the repurchase of it at \$8 3/8, and an appropriation to cover the \$328.43.

500 shares of So. Am. Gold & Platinum stock re-purchased

On motion of Mr. Armstrong, seconded by Mr. Brody, it was voted to approve item 13.

Bid for water distribution system on campus let to VanOrden & VanEss

14. The Secretary reports the following bids taken on the addition to the water distribution system in the area of the married student project as follows:

VanOrden and VanEss, Grand Rapids \$65,312
E. H. Coulter, Detroit 89,500

It is understood with both bidders that these bids are to be increased by an amount equal to the increase in the costs of the required pipes and fittings between this date and date of delivery of these items to the job.

There is a special appropriation from the legislature of \$81,000 to cover this work. It is recommended that the contract be let to the low bidder.

Mich. Press Association interested in constructing building on campus

On motion of Mr. Brody, seconded by Mr. Armstrong, it was voted to approve item 14.

15. A communication was read from the Michigan Press Association with reference to the possibility of the Press Association raising funds for the construction of a building on the campus to house their activities and the journalism department of the College.

The Board authorized the President to indicate to the Press Association that the Board is very much interested and would be glad to discuss the details of such a plan at a later date.

Resolution from State Association of Mutual Insurance Companies read

16. Communication from the State Association of Mutual Insurance Companies of Michigan with a resolution addressed to the Board.

On motion of Mr. Brody, seconded by Mr. Armstrong, it was voted to instruct the Secretary to acknowledge receipt of the communication from the State Association of Mutual Insurance Companies indicating that the matter had been referred to the Dean of Agriculture.

Report on acquisition of property Harrison Rd.

17. Presentation by Mr. Hacker of the report on the acquisition of the properties required for the Kellogg project.

18. Discussion of the matter of hotel rooms in the Union vs. in the new Kellogg project and possibility of another location for the Union Building.

Hotel activities to be concentrated in Kellogg Project.

The Board indicated a preference for concentrating the hotel activities in connection with the Kellogg project with a minimum of facilities for transients in the Union Building.

ADDITIONAL ITEMS, continued

Miscellaneous (Continued)

Government bonds to be purchased with several different funds available for investment.

19. The Ann Arbor Trust Company reports that they have in their hands available for investment due to the calling of dormitory bonds the following amounts:

William Johnson Post Fund.	\$ 893.19
Student Loan Fund.	10,100.00
Creative Writing.	2,020.00
Noyes Scholarship.	120.21

It is recommended that Series G and Series F government bonds be purchased as follows:

William Johnson Post Fund - \$	900, U.S. Savings G
Student Loan Fund	- 10,000, U.S. Savings G
Creative Writing	- 2,000, U.S. Savings G
	25, U.S. Savings F
Noyes Scholarship	- 100, U.S. Savings G
	25, U.S. Savings F

This requires an appropriation of \$6.81 by the Board to the William Johnson Post Fund.

On motion of Mr. Armstrong, seconded by Mr. Brody, it was voted to approve item 19.

20. Approval of the following Resolution of the State Board of Agriculture to furnish light, heat, and power for the dormitories and buildings:

WHEREAS, The State Board of Agriculture has borrowed the sum of Three Million Dollars (\$3,000,000.00) from the National Bank of Detroit, The Manufacturers National Bank of Detroit, and the Michigan National Bank, all national banking associations, pursuant to the terms and conditions and for the purposes set forth in a Loan Agreement made and entered into as of February 21, 1946, by this Board, said banks, and the Ann Arbor Trust Company, as Agent; and

WHEREAS, it is the desire of this Board that said banks be given the maximum security and assurance that all payments prescribed and stipulated in the Loan Agreement and the notes appertaining thereto will be paid in accordance with the terms thereof;

NOW, THEREFORE, BE IT RESOLVED by The State Board of Agriculture that so long as said notes and loan remain unpaid, The State Board of Agriculture will cause to be furnished the light, heat, and power required for the adequate operation of the dormitories now in use and specifically named in the Trust Agreement made and entered into between this Board and the Ann Arbor Trust Company, dated as of November 1, 1941, and the dormitories and buildings to be constructed in accordance with the Trust Agreement made and entered into between this Board and the Ann Arbor Trust Company, dated as of August 15, 1945, until such time as all sums borrowed by this Board from said banks, pursuant to the terms of said Loan Agreement and notes, shall be paid in full, without making any charge or deduction for the same as an operation expense for any of said dormitories and buildings.

21. Approval of the following Resolution of the State Board of Agriculture, ratifying and confirming Loan Agreement and Issuance of notes thereunder:

WHEREAS, John A. Hannah, President of the State Board of Agriculture, and Karl H. McDonel, Secretary of said Board, by virtue of the authorization and authority conferred upon them by a resolution of this Board, duly presented and adopted at a meeting duly called and held at East Lansing, Michigan, on the 17th day of January, 1946, have made and entered into a Loan Agreement, dated as of February 21, 1946, with the National Bank of Detroit, The Manufacturers National Bank of Detroit, and the Michigan National Bank, all national banking associations, and the Ann Arbor Trust Company, as Agent, and under the terms and conditions set forth in said Loan Agreement have borrowed from said banks the sum of Three Million Dollars (\$3,000,000.00), and have executed and issued to said banks promissory notes of this Board as evidence of the loans made by the respective banks;

NOW, THEREFORE, BE IT RESOLVED that the Loan Agreement, dated as of February 21, 1946, by and between The State Board of Agriculture, the National Bank of Detroit, The Manufacturers National Bank of Detroit, the Michigan National Bank, and the Ann Arbor Trust Company, as Agent, pursuant to the terms of which, this Board has borrowed from said banks the sum of Three Million Dollars (\$3,000,000.00) for the purposes set forth in said Loan Agreement, is hereby ratified and confirmed, and the same shall be transcribed in full and incorporated in and shall become a part of the minutes of this meeting.

BE IT FURTHER RESOLVED, that the promissory notes of this Board, payable to the banks hereinafter named and in the amounts hereinafter designated, which notes were executed and issued for and on behalf of this Board by its President and Secretary, as evidence of the loans made to this Board pursuant to the terms and conditions of said Loan Agreement and payable only out of revenue as provided therein, to-wit;

National Bank of Detroit	\$ 2,250,000.00
The Manufacturers National Bank of Detroit	500,000.00
Michigan National Bank	250,000.00

are hereby acknowledged as the notes of this Board, and the execution of said notes and the issuance thereof is hereby ratified and confirmed.

On motion of Mr. Brody, seconded by Mr. Armstrong, it was voted to approve items 20 and 21.

Resolution to furnish light, heat, power for dorms & buildings.

Resolution ratifying & confirming Loan Agreement, etc.

Miscellaneous, continued

22. Presentation in the final form of the note agreements with the National Bank of Detroit, the Manufacturers National Bank of Detroit, the Michigan National Bank, and the Ann Arbor Trust Company as follows:

Term Loan Agreement for \$3,000,000 approved.

TERM 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 called the "Board"); the financial institutions named in Section I of this Agreement (herein sometimes collectively called "Banks" and individually called "Bank"); and Ann Arbor Trust Company, of Ann Arbor, Michigan, (herein sometimes called "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 necessary and expedient to construct and furnish additional dormitories for both single and married students of Michigan State College of Agriculture and Applied Science, an addition to the existing Union Memorial Building, and a Food Storage Building for the handling, storage, and refrigeration of food required by the College units, on property now owned by the Board and located in the City of East Lansing, County of Ingham, and State of Michigan; and

Amount and Purpose of Loan. The Board, by proper resolution, has duly determined to borrow, by means of a commercial bank loan, the sum of Three Million Dollars (\$3,000,000.00), for the purpose of providing money to be used, together with other funds available, to pay for the construction of said dormitories, the addition to the Union Memorial Building, and said Food Service Building, and for the furnishing and equipping thereof, and for other expenses incidental thereto; and

Banks Willing to Loan. The Banks are willing to make the said loan for the said purpose, upon the terms and conditions more fully set forth herein; and

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; and

Mutual Covenants. The parties above named, in consideration of the premises and the mutual agreements 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 - 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 A. The term "Trust Agreement A" 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, Trustee, dated November 1, 1941, under the terms and conditions of which, the Board issued and sold Michigan State College of Agriculture and Applied Science Dormitory Revenue Refunding Bonds in the original sum of One Million Three Hundred Eighty-four Thousand Dollars (\$1,384,000.00); of which bonds in the amount of Three Hundred Forty-seven Thousand Dollars (\$347,000.00) are now outstanding and unpaid. The terms and conditions of the said Trust Agreement, including, without being limited to, its terms and conditions relating to pledge of moneys and lien thereon, are not and shall not be in any way superseded, diminished, or subordinated by this Agreement. Until retirement of such outstanding Dormitory Revenue Refunding Bonds, the provisions hereof shall be subordinate and subject to said Trust Agreement A.

Trust Agreement B. The term "Trust Agreement B" 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, Trustee, dated as of August 15, 1945, under the terms and conditions of which, the Board issued and sold Michigan State College of Agriculture and Applied Science Dormitory and Union Revenue Bonds in the original sum of Six Million Dollars (\$6,000,000.00); of which, bonds in the amount of Six Million Dollars (\$6,000,000.00) are now outstanding and unpaid. The terms and conditions of said Trust Agreement, including, without being limited to, its terms and conditions relating to pledge of moneys and lien thereon, are not and shall not in any way be superseded, diminished, or subordinated by this Agreement. Until retirement of such outstanding Dormitory and Union Revenue Bonds, the provisions hereof shall be subordinate and subject to said Trust Agreement B.

Dormitories. The term "Dormitories" as used herein shall have reference to dormitories now completed and used by the College for housing students, and referred to in Trust Agreement A, and known as: Mary Mayo Hall, Sarah Langdon Williams Hall, Mason-Abbot Hall, and Louise H. Campbell Hall, unless the context clearly established otherwise.

Term Loan
Agreement
approved.

22. Term Loan Agreement, continued:

Buildings. The term "Buildings" as used herein shall have reference to the three new dormitory units for the housing of women students of the College, the two new dormitory units for the housing of male students of the College, the four new dormitory units for the housing of male students of the College, the four new dormitory units for the housing of married students of the College, the addition to the existing Union Memorial Building and the Food Storage Building, which buildings are referred to in and are to be constructed as provided in Trust Agreement B.

Net Income A. The term "Net Income A" as used herein shall mean and include all of the income received and to be received from the operation of the Dormitories, including, but not limited to, rental of rooms, income from the operation of the dormitory dining rooms, and other service charges made and collected in connection with the operation of the Dormitories, after deducting from the aggregate thereof the actual expenses of operation, ordinary maintenance, a properly allocated share of charges for insurance, and ordinary repairs to buildings and equipment.

Net Income B. The term "Net Income B" as used herein shall mean and include:

- (a) All of the income received and to be received from the operation of the dormitory units to be constructed in accordance with the provisions of Trust Agreement B, including, but not limited to, rental of rooms, income from the operation of the dormitory dining rooms, and other service charges made and collected in connection with the operation of said dormitories, after deducting from the aggregate thereof the actual expenses of operation, ordinary maintenance, a properly allocated share of charges for insurance, and ordinary repairs to buildings and equipment.
- (b) All of the income received and to be received from the operation of the Union Memorial Building now being operated by the College, and the addition thereto to be constructed in accordance with the provisions of Trust Agreement B, including, but not limited to, income from the operation of dining rooms, soda fountains, rental or rooms for meetings, entertainments, and other social functions, and other charges made and collected in connection with the operation of the said Union, after deducting from the aggregate thereof the actual expenses of operation, ordinary maintenance, a properly allocated share of charges for insurance, and the ordinary repairs to building and equipment.
- (c) All fees to be charged each student of the College, as part of his tuition, for membership in said Union, as provided for in Trust Agreement B.

Prior Pledge and Lien A. The term "Prior Pledge and Lien A" as used herein shall have reference to the said pledge of moneys and lien thereon as set forth in Trust Agreement A.

Prior Pledge and Lien B. The term "Prior Pledge and Lien B" as used herein shall have reference to the said pledge of moneys and lien thereon as set forth in Trust Agreement B.

Loan. The Term "Loan" as used herein shall have reference, unless the context clearly indicates otherwise, to the loan of Three Million Dollars (\$3,000,000.00) made by the Banks to the Board under the terms and conditions set forth in this Agreement.

SECTION I.
Commitment of Bank

Each Bank agrees, for itself only and not for each other, on the date as of which this Agreement shall be signed and delivered, to lend to the Board, and the Board agrees to borrow from the Banks, upon the terms and conditions more fully set forth herein, the sum herein-after set forth opposite its name:

<u>Name of Bank</u>	<u>Amount of Loan</u>
National Bank of Detroit	\$ 2,250,000.00
The Manufacturers National Bank of Detroit	500,000.00
Michigan National Bank	250,000.00
Total Amount of Loan	\$ 3,000,000.00

and each Bank further agrees, on said date, to cause the sum so loaned to be made available at the National Bank of Detroit.

The loan from each Bank shall be evidenced by a Note of the Board in the form annexed as Exhibit A, bearing the date as of which this Agreement shall be executed and delivered, the name of the Bank making the loan, the amount thereof, and maturing and bearing interest as provided in Exhibit A, and payable solely from the funds and in the manner herein stipulated. (The three Notes herein provided for are herein referred to as the "Notes", and the term "Note" shall have reference to the Note given a separate Bank).

SECTION II
Prepayment of Note

Upon fifteen (15) business days' notice, or upon any interest payment date, the Board may, from time to time, prepay the Notes in whole or in part. Provided, however, in the prepayment of Notes, preference shall not be given one Note over any other Note, and all funds used for the prepayment of Notes shall be applied on each Note in that proportion that the face value thereof bears to the total amount loaned hereunder.

In making any payments to the Banks herein provided for, the Board reserves the right to use funds in its possession which it may appropriate for that purpose.

Miscellaneous, continued

22. Term Loan Agreement, continued:

Term Loan Agreement approved.

SECTION III.
AFFIRMATIVE COVENANTS OF THE BOARD

Agent to Hold Funds for Purposes Designated. The Board agrees that all funds borrowed hereunder shall be impressed with a Trust for the following purposes solely, to-wit:

- (A) To provide additional funds, in excess of Six Million Dollars (\$6,000,000.00) of funds borrowed under Trust Agreement B,
 - (1) To pay the costs of construction, furnishing, equipping, and landscaping the Buildings;
 - (2) To pay the costs incidental to the foregoing, including, without being limited to, architects' fees, financing costs, capitalization of interest during construction, and unforeseen contingencies.
- (B) Any balance which shall remain in the possession of the Board, after all payments and disbursements above provided for have been made, shall be used to prepay the Notes in whole or in part.
- (C) Pending the utilization of said funds for the enumerated purposes, the proceeds of this Loan shall be deposited with the Agent, and may and will be invested or re-invested by the Agent, with the approval of the Board, or any duly constituted Committee thereof, authorized to act for such purpose, in bonds or evidence of debt of the United States of America, or bonds or evidence of debt fully guaranteed as to principal and interest by the United States of America.
- (D) The said securities, pending sale thereof, shall remain in the possession of the Agent; and the Agent shall, with or without demand of the Board, sell said securities in whole or in part as required; the proceeds of said sale or sales to be used in accordance with the terms of this Agreement.

Comply with Terms and Exhaust Funds under Trust Agreement dated August 15, 1945. The Board agrees that it will proceed in such manner and take such action as will secure release of all funds borrowed under Trust Agreement B, for the purposes designated in Article III of Trust Agreement B.

Deliver Architects' Estimates. The Board agrees that, simultaneously with the execution and delivery of these presents, and on or before March 10, 1946, and one or before the tenth day of each month thereafter, so long as this Loan Agreement shall be in effect and until the Buildings are completed, it will deposit with the Agent a revised estimate, by the Architects, prepared as of the first day of said month, of the cost of constructing, equipping, furnishing, and landscaping the Buildings, so that each of said Buildings will be, in all respects reasonably suitable for the purposes for which it is designed.

Let Contracts and Complete Work. Subject to restrictions imposed by war or governmental regulations, and to public catastrophe or events or conditions beyond its control, the Board agrees that it will:

- (A) On or before January 1, 1947, begin construction of the Buildings, in accordance with plans and specifications to be deposited with the Agent and approved by it prior to beginning of construction, provided the total funds available under this Loan Agreement and Trust Agreement B are in excess of the Architects' estimates (unless an additional amount sufficient to cover such excess estimates has been deposited with the Agent) for completing the construction, furnishing, equipping, and landscaping of the Buildings.
- (B) On or before March 1, 1948, cause the Buildings to be completed, furnished, and equipped, in a manner satisfactory to the Agent, so that each will be, in all respects, reasonably suitable for the purposes for which it is designed.

Make Progress Payments. Upon receipt by the Agent of the certificates of the Architects, satisfactory to it and the Board, showing that construction has so progressed that the funds of the Board borrowed hereunder and under Trust Agreement B, or otherwise provided, are sufficient to complete and to pay for in full each of the said Buildings, and so that each will be, in all respects, reasonably suitable for the purposes for which it is designed, the Board may, and will from time to time, upon estimates of the Architects, accompanied by sworn statements of the Contractors satisfying the provisions of the Mechanics' Lien Law, and provisions for payment of sub-contractors, laborers, and material men, and upon certificates of the Board for funds expended by it, satisfactory to the Agent, request the Agent to, and the Agent will release to it funds from the proceeds of this Loan for the payment of contractors or sub-contractors, and to reimburse the Board for funds expended by it, upon said work, and in such amounts as said Architects shall, from time to time, estimate and certify. The said Architects' certificates, although including estimates for cost of furnishings, equipment, and landscaping, shall not be required for expenditures for the furnishings, equipment, and landscaping of said Buildings; in lieu thereof, the Board shall furnish to the Agent, from time to time as necessary, and when called for by the Agent, its contracts for furnishings, equipment, and landscaping, and, upon approval thereof, the Agent shall release from the Loan proceeds the funds so required. The Agent agrees that it will, at any time, upon request of the Banks, or any of them, supply the Banks with a list of all payments made, and further, will, upon request, procure and furnish to the Banks a certificate of the Architects, certifying as to the estimated amount required to complete the said Buildings, and such other evidence as the Banks, or any of them, may require.

ADDITIONAL ITEMS, continuedMiscellaneous, continued

Term Loan
Agreement
approved.

22. Loan Agreement, continued:

to satisfy them, or it, that all construction can be paid for, and the estimated equipment and furnishings can be purchased as contemplated by this Agreement, and so that all landscaping can be paid for, out of the funds derived from this Loan and under Trust Agreement B, or otherwise provided. In event that it would appear to the Agent that said funds will not be sufficient to complete the construction of said Buildings, to complete the landscaping, and to purchase the estimated furniture and equipment, the Agent shall then have the right to refuse to pay out any of the funds borrowed hereunder until the Agent shall have received from the Board assurances satisfactory to the Agent that such funds to complete said construction, to complete the landscaping, and to purchase the estimated furnishings and equipment have been provided for.

Carry Insurance During Construction. The Board agrees to carry insurance during construction, in such amounts, of such types, and in such companies, as may reasonably be determined and required by the Agent; said insurance to be payable to the Agent, to the Trustee under Trust Agreement B, and to the Board, as their respective interests shall appear.

Board to Give Security. The Board agrees that the Agent shall have, and does hereby grant, convey, set over, and assign to the Agent, a first lien on Net Income A, as defined above (subject to Prior Pledge and Lien A), and on Net Income B, as defined above (subject to Prior Pledge and Lien B), as security for the payment in full of the Notes and for the performance of the covenants hereof.

Payment to Agent and Priority of Use. The Board agrees that it will set aside and that it will pay to the Agent, for distribution to the Banks, pro rata, according to the principal amount loaned by them hereunder, respectively, out of Net Income A, as defined above (subject to Prior Pledge and Lien A), and out of Net Income B, as defined above (subject to Prior Pledge and Lien B), and out of the funds borrowed hereunder, in accordance with Section 3 - 1 (A) (2), in the order of priority as herein listed:

(A) The interest and Principal payments.

1. Upon the first day of August 1946, and on the first day of February and August in each year thereafter until all sums owing to the Banks, in accordance with the Notes, shall have been paid in full, a sum equal to all interest which shall have accrued and become payable on said Notes, in accordance with the terms thereof; and
2. Upon the first day of August 1947, in addition to paying all interest payable on said Notes, computed to the date of payment, pay a sum equal to the then unpaid balances of the Notes; and
3. On or before October 15, 1946, and on or before October 15 in each year thereafter until the indebtedness incurred by the Board hereunder is paid, all Net Income A, as defined above (subject to Prior Pledge and Lien A), and all Net Income B, as defined above (subject to Prior Pledge and Lien B), derived from the operation of the Dormitories and/or Buildings for the preceding year, after meeting all payments herein provided for, including payments for reserves hereinafter set forth.
4. Each of the Banks above named shall share in the distribution of the payments above provided for to the extent of its pro rata interest in the Loan made hereunder; and each of the above payments shall be applied, First, to interest payments due on said date, and, Second, to payment of principal.

(B) To a Building and Equipment Reserve Fund.

1. After payment of bonds issued under Trust Agreement A, the Board shall transfer annually, on or before December 1 of each year, to the Building and Equipment Reserve Fund, to be held by the Agent, and used by it, subject to the terms hereof, such amounts as the Agent shall determine to be reasonably necessary to provide a reserve for repairs, replacements, and purchases of necessary furnishings and equipment, and for extraordinary repairs to the Dormitories and/or Buildings. Provided, however, the Agent shall not keep for such purposes a Fund exceeding at any one time the sum of Fifty Thousand Dollars (\$50,000.00).
2. Holding and Employment of Fund.
 - (a) Said Reserve Fund may be used by the Board, with the approval of the Agent, for major repairs to and replacements and purchases of necessary furnishings and equipment for the Dormitories and for major repairs to the Dormitories.
 - (b) Until required for use, any moneys in said Building and Equipment Reserve Fund may be invested or reinvested by the Board, or any duly constituted Committee thereof, authorized to act for such purpose, with the approval of the Agent, in bonds or other evidence of debt of the United States of America, or bonds or other evidence of debt fully guaranteed as to principal and interest by the United States of America.

ADDITIONAL ITEMS, continuedMiscellaneous, continued

22. Term Loan Agreement, continued:

(B) To a Building and Equipment Reserve Fund, continued:

Term Loan
Agreement
approved

2. Holding and Employment of Fund, continued:

- (c) The said securities, pending sale thereof, shall remain in the possession of the Agent, as custodian of the Board; the Agent shall, upon demand by the Board, or at the option of the Agent, sell securities in whole or in part, if and as required for the purposes stated in (a) above.

Refund Principal Balance on Maturity. The Board agrees that it will proceed in such manner and take such action as may be necessary to provide funds required to pay any balance owing on the Notes as of August 1, 1947, including provisions for refunding the principal balance owing as of that date.

Transfer Reserves Under Trust Agreement A and Trust Agreement B.

- A. The Board agrees that such balance of the Reserves for Repairs, Replacements and Equipment Fund provided for in Trust Agreement A not required to pay Dormitory Revenue Refunding Bonds issued under Trust Agreement A, shall, on the retirement of said bonds, be transferred to the Building and Equipment Reserve Fund provided under this Loan Agreement, unless the Board, with the approval of the Agent, determines that said Building and Equipment Reserve Fund referred to herein is in sufficient amount, and, upon this determination, any moneys remaining in the Reserve for Repairs, Replacements and Equipment Fund under Trust Agreement A shall be paid over to the Agent and applied in accordance with the provisions of 3 - 8 hereof (Payments to Agent and Priority of Use).
- B. The Board agrees that such balance of the Maintenance and Equipment Replacement Fund and Sinking Fund Reserve Fund provided for in Trust Agreement B not required to pay Dormitory and Union Revenue Bonds issued under Trust Agreement B, shall, on the retirement date of said bonds, be transferred to the Building and Equipment Reserve Fund provided under this Loan Agreement, unless the Board, with the approval of the Agent, determines that said Building and Equipment Reserve Fund referred to herein is in sufficient amount, and, upon this determination, any moneys remaining in the Maintenance and Equipment Replacement Fund and Sinking Fund Reserve Fund under Trust Agreement B shall be paid over to the Agent and applied in accordance with the provisions of 3 - 8 hereof (Payments to Agent and Priority of Use).

Maintain and Operate Dormitories and Buildings. The Board agrees to maintain and operate the Dormitories in accordance with the terms and conditions prescribed in Trust Agreement A, and the Buildings in accordance with the terms and conditions of Trust Agreement B, until the Loan is paid.

Carry Insurance on Completed Buildings. The Board shall, out of the revenues derived from the operation of the Dormitories and Buildings, carry insurance on Dormitories and Buildings, in accordance with the terms and conditions set forth in Trust Agreement A and Trust Agreement B.

Furnish Audits and Reports. The Board agrees to furnish to the Agent audits and reports in accordance with the terms and conditions set forth in Trust Agreement A and Trust Agreement B.

Provisions of Trust Agreement A and Trust Agreement B not to Terminate. The Board agrees that any provision set forth in Trust Agreements A and B relative to the operation of the Dormitories and/or Buildings, or any other provisions contained in said Agreements and incorporated herein or made applicable hereto by reference, shall remain in full force and effect insofar as this Agreement is concerned until all obligations of the Board, as set forth herein, have been performed and discharged, even though said Agreements, or either of them, as between the parties thereto, have been terminated and the obligations of the Board thereunder discharged.

SECTION IV
REPRESENTATIONS AND WARRANTIES

The Board represents and warrants that:

- (A) The report of the Board under date of June 30, 1945, delivered to the Agent, respecting the past record of operations of the Dormitories, estimates of the earning power of the Buildings, and the report of the Board under date of January 15, 1946, of estimates as to the retirement of Dormitory Revenue Refunding Bonds issued under Trust Agreement A, fairly represent the results of its dormitory operations for the period submitted, in conformity with generally accepted accounting principles and its best judgment as to the matters so estimated. Since the submission of such reports, there has been no material adverse change in any of the particulars thereof or factors relating thereto.
- (B) No litigation or governmental proceedings are pending, or, to the knowledge of the Board, threatened against the Board, which could have a material adverse effect on this Loan or the security therefor.

Miscellaneous, continued

22. Term Loan Agreement, continued:

- (C) 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 Notes, when issued, will be, valid and binding, in accordance with the terms hereof.

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 Notes and accrued unpaid interest thereon shall become due and payable upon demand:

- (A) Default in the payment of interest on, or the principal of, the Notes, when due:
- (B) Default in the observance or performance of any other Agreement of the Board herein set forth, and 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 as of the date of this Agreement; or
- (D) Default in the due and punctual payment of principal or interest or any bond issued under the terms of Trust Agreement A and Trust Agreement B, or in the due observance of performance of any other covenant, condition, or provision required by such Trust Agreements to be kept or performed by the Board herein, and such default shall have continued for a period of sixty (60) days after written notice thereof to the Board by the Agent.

SECTION VI

REMEDY ON DEFAULT

In an event of default, as defined in Section V, the Agent may, and on direction of one or more Banks, shall, subject to the provisions of Trust Agreement A and Trust Agreement B:

- (A) Proceed to enforce its rights, either by mandamus or other remedy provided by law, to compel the Board to perform each and every covenant herein contained, or by injunction, or other remedy provided by law, to prevent said Board from performing any act in violation of said covenants.
- (B) Designate a general manager or general managers to take charge of and manage said Dormitories and/or Buildings; and when the Agent shall do so, the Board agrees to appoint the person or persons so designated as such manager or managers, with all the power and authority it can lawfully confer to control and regulate the operation of said Dormitories and/or Buildings, the condition of service, the charges to be made therefor, and to hire and discharge all employees, and to fix their compensation. The Board agrees to comply with and enforce all orders and requirements of such general manager or general managers, subject only to such reasonable rules and regulations as it must make for the general welfare of the students of Michigan State College of Agriculture and Applied Science.
- (C) Secure the appointment by a Court of competent jurisdiction of a Receiver to take charge of, maintain, and operate said Dormitories and/or Buildings under the jurisdiction of said Court. Such rights and remedies shall be cumulative, and any two or more thereof may be exercised by the Agent successively from time to time.

The Board expressly authorizes the Agent to bring any of the actions at law or in equity hereinbefore mentioned, and hereby waives any immunity to being proceeded against as herein authorized which may exist by reason of its being a subdivision of State Government.

SECTION VII

SECURITY AND IMMUNITY

Neither the Dormitories and/or Buildings, nor the land upon which they are built, nor any other property of Michigan State College of Agriculture and Applied Science or of the Board, excepting only those moneys described in Sections A - 14 and A - 15 hereof, shall be security for or be levied upon and sold to satisfy this Loan. No recourse under or upon any obligation, covenant, stipulation, or agreement contained in this Loan Agreement or the Notes issued hereunder shall be had against the State of Michigan or against the corporate body known as The State Board of Agriculture, except as provided for in Sections V and VI hereof. It is further mutually agreed that no recourse to any personal liability shall be had for redress under any of the obligations, covenants, stipulations, or agreements of this instrument, or of the Notes issued hereunder, upon, from, or to any officer of Michigan State College of Agriculture and Applied Science, or members of The State Board of Agriculture, either directly or through the College, by any legal or equitable proceeding by virtue of any statute or otherwise; it being hereby expressly agreed that no personal liability shall attach to or be incurred by the said officers or any member of the Board, or any or either of them,

ADDITIONAL ITEMS, continuedMiscellaneous, continued:

22. Term Loan Agreement, continued:

under or by reason of any or either of the obligations, covenants, stipulations or agreements herein contained or in the Notes issued hereunder, expressed or contained therein, or implied therefrom; it being expressly understood and agreed that this Loan is secured by and payable only from those moneys described in Sections A - 14 and A - 15, and that no other liability for the payment of moneys shall attach to or be incurred by the State of Michigan, The State Board of Agriculture, or any member or officer of Michigan State College of Agriculture and Applied Science, or it or their successors; all other liability, except as herein provided, being expressly waived.

Term Loan
Agreement
approved.

SECTION VIII
DUTIES 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 Banks, 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 Notes 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 a holder of a Note, unless and until the same is submitted to the Agent for inspection, if required, and his title satisfactorily established, if disputed.
- (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 holders of the Notes.

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 holders of the Notes, 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; National Bank of Detroit, Detroit, Michigan; The Manufacturers National Bank of Detroit, Detroit, 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 holders of the Notes, and the Agent, or any of them, or any delay on the part of the Agent in exercising any rights hereunder or under the Notes, shall operate as a waiver of any rights hereunder or under the Notes, 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; the National Bank of Detroit has caused these

Term Loan
Agreement
approved.

ADDITIONAL ITEMS, continued

Miscellaneous, continued

22. Term Loan Agreement, continued:

presents to be executed in its behalf by its Vice President, attested by its Assistant Cashier, and its corporate seal to be hereunto affixed; The Manufacturers National Bank of Detroit has caused these presents to be signed in its behalf by its Vice President, attested by its Assistant Cashier, and its corporate seal to be hereunto affixed; 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 21st day of February, A.D. 1946

NATIONAL BANK OF DETROIT
By /s/ H. Y. Lemon, Vice-Pres.
Attest /s/ Jay W. Schoeh, Asst. Cashier

THE STATE BOARD OF AGRICULTURE
By /s/ J. A. Hannah, President
Attest /s/ Karl H. McDonel, Secretary

THE MFGRERS. NAT. BANK OF DETROIT
By /s/ C. K. Bartow, Vice-Pres.
Attest /s/ Geo. W. Rutz, Asst. Cashier

MICHIGAN NATIONAL BANK
By /s/ H. J. Stoddard, President
Attest /s/ Miles D. Grant, Cashier

ANN ARBOR TRUST COMPANY
By /s/ Earl H. Cress, President
Attest /s/ Homer L. Heath, Secretary

EXHIBIT "A"

East Lansing, Michigan

\$ _____

February 20, 1946

The State Board of Agriculture, of the State of Michigan, a body corporate, created by and existing under the Constitution of the State of Michigan, promises to pay to the Order of _____, at its principal office in the City of _____ Michigan, the sum of _____ Dollars, with interest thereon from the date hereof until maturity at the rate of one per cent (1%) per annum, and after maturity at the rate of three per cent (3%) per annum, upon all sums at any time and from time to time unpaid hereon, in semi-annual installments payable on August 1, 1946, and on the first day of February and the first day of August of each year thereafter.

On August 1, 1947, the entire amount of the principal hereof and the interest accrued thereon and unpaid shall be due and payable.

This note evidences the borrowing under, is payable only out of revenue 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, hearing even date herewith.

THE STATE BOARD OF AGRICULTURE
of the State of Michigan
By _____ President
And _____ Secretary

Legal Opinion
relative to
Loan Agreement

Legal Opinion Relative to Loan Agreement

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

February 27, 1946

Michigan State College
East Lansing, Michigan

Gentlemen:

We have examined the Loan Agreement dated February 21, 1946, between the State Board of Agriculture, a constitutional corporation of the State of Michigan, which has the operation of Michigan State College, as borrower, the National Bank of Detroit, The Manufacturers National Bank of Detroit and Michigan National Bank, as the loaning institutions, and the Ann Arbor Trust Company, as agent, covering the terms of a loan from the named banks to the State Board of Agriculture in the amount of \$3,000,000.00.

The loan authorized by said agreement is to be paid solely out of the net income of the dormitories and Union Building specified therein, and it is specifically provided that neither the buildings now under construction, nor the other dormitories referred to in the Loan Agreement, the Union Building, nor the land upon which they are built, nor any other property of the Michigan State College, excepting only those monies and fees described in the Loan Agreement, shall be security for or be levied upon to satisfy any note issued under said Loan Agreement, and the officers and members of the Board are specifically excepted from personal liability in connection with this loan.

The loan and agreement for that purpose was presented and approved at a meeting of the State Board of Agriculture duly called and held at East Lansing, Michigan, on January 17, 1946. On February 21, 1946, at a meeting of the State Board of Agriculture, duly called

Miscellaneous, continued

Legal Opinion Relative to Loan Agreement, continued:

and held at East Lansing, Michigan, the State Board of Agriculture adopted a resolution authorizing the furnishing of light, heat and power required for the operation of the dormitories now in use and the dormitories and buildings now under construction in accordance with a Trust Agreement dated August 15, 1945. At this latter meeting the State Board of Agriculture also adopted a resolution ratifying the Loan Agreement dated as of February 21, 1946.

It is our opinion that the notes issued by the State Board of Agriculture pursuant to these resolutions and the Loan Agreement dated February 21, 1946, are the valid and binding obligations of the State Board of Agriculture, payable from the income and fees specified in said Loan Agreement.

We are also of the opinion that the income from said notes is exempt from Federal income tax under present laws as now interpreted.

Very truly yours
SHIELDS, BALLARD, JENNINGS & TABER
By /s/ Byron L. Ballard.

Legal Opinion relative to Loan Agreement.

Resolution authorizing borrowing of \$3,000,000 for temporary financing, etc.

23. Resolution of the State Board of Agriculture, Authorizing the Borrowing of \$3,000,000.00 for Temporary financing to complete construction of Dormitory Units, as follows:

WHEREAS, The State Board of Agriculture, in the exercise of its constitutional duties, has determined that it is necessary and expedient to construct and furnish an additional dormitory for women, an additional dormitory for men and an additional dormitory for married students; and

WHEREAS, The State Board of Agriculture has entered into contracts with the Reniger Construction Company and the Christman Company, both of Lansing, Michigan, to construct these facilities on a cost plus a fixed fee basis; and

WHEREAS, the Trust Agreement dated August 15, 1945 covering the borrowing of Six Million Dollars (\$6,000,000) for the purpose of financing these dormitory projects does not provide for construction on a cost plus a fixed fee basis; and

WHEREAS, provision must be made for temporary financing to complete the three dormitory units referred to and, in addition, any excess costs over the original estimates; and

WHEREAS, in the opinion of said State Board of Agriculture it is necessary and expedient that it borrow, by means of a commercial bank loan, the said sum of Three Million Dollars (\$3,000,000) for the purposes stated;

Now, Therefore, be it Resolved, By The State Board of Agriculture that it borrow the sum of Three Million Dollars (\$3,000,000) from the National Bank of Detroit, a National Banking Association, upon the following terms and conditions:

1. Amount to be borrowed - \$3,000,000
2. Interest rate - 1%
3. Term of loan - 18 months
4. Date of Loan - February 1, 1946
5. Date due - August 1, 1947
6. Interest payable - February 1st and August 1st
7. Principal payments to be made on any interest payment date or upon fifteen (15) days notice.
8. Security of loan as follows:
 - a. Pledge of net income of existing dormitories, subject to prior lien and pledge as covered by Trust Agreement dated November 1, 1941 between The State Board of Agriculture and Ann Arbor Trust Company.
 - b. Pledge of net income derived from operation of the dormitories and the net income received from the operation of the Union and student fees charged for the use of facilities of the Union Building, subject to prior lien and pledge, as covered by Trust Agreement dated August 15, 1945 between The State Board of Agriculture and Ann Arbor Trust Company.
9. It is contemplated that the short term \$3,000,000 loan will be used, in the beginning, to cover cost of construction of the proposed buildings. The State Board of Agriculture agrees that such part of the \$6,000,000 loan under date of August 15, 1945 not required to complete the building program therein referred to, will be used to reduce the \$3,000,000 loan.
10. The State Board of Agriculture agrees to refund any unpaid part of the loan as of August 1, 1947.
11. The Loan Agreement between The State Board of Agriculture and the National Bank of Detroit is to provide, among other things, that the Ann Arbor Trust Company is to act as Agent under the terms of the Loan Agreement.
12. The Loan Agreement between The State Board of Agriculture and the National Bank of Detroit will incorporate the pertinent provisions of the Trust Agreement dated November 1, 1941 between The State Board of Agriculture and the Ann Arbor Trust Company, Trustee.

February 21, 1946

2244

ADDITIONAL ITEMS. continuedMiscellaneous, continued

23. (Continued:

Resolution
authorizing
temporary
borrowing for
financing,
etc.

13. The Loan Agreement between The State Board of Agriculture and the National Bank of Detroit will incorporate the pertinent provisions of the Trust Agreement dated August 15, 1945 between The State Board of Agriculture and the Ann Arbor Trust Company, Trustee.
14. The interest rate on the \$3,000,000 loan, on and after August 1, 1947, if the same is allowed to become past due, is to be 3%.
15. The borrowed funds will be deposited with the Ann Arbor Trust Company as Agent under the Loan Agreement; investment in short term United States Government Bonds pending use will be authorized. Advances will be made by the Ann Arbor Trust Company, Agent, to The State Board of Agriculture as construction progresses and upon filing of certificates covering requirements.

Be it further Resolved, That any two of the following officers, to wit, John A. Hannah, President of The State Board of Agriculture, Karl H. McDonel, empowered and directed to sign and execute, for and on behalf of The State Board of Agriculture, any and all instruments of every kind and description requisite to, or thought desirable for, effecting the borrowing of said funds, whether the same be legal, financial (including execution and authentication of a promissory note), or otherwise; including, without limiting in any way the generality of the foregoing, both the Loan Agreement described in the said terms and conditions, and all covenants and instruments referred to in, or in implementation of, the said Loan Agreement; and all instruments, so executed, shall bind this Board with the same force and effect as though executed by the full membership thereof.

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 make, consent to and agree to any changes in the terms and conditions of said Loan Agreement which they may deem necessary, expedient and proper, prior to or at the time of the execution of said Loan Agreement, but no such amendment shall change the provisions therein for the amount to be borrowed or the interest rate to be paid thereon.

Be it further Resolved, That said officers, either in said Loan Agreement or by the execution of said Promissory Note, shall not pledge the credit of or create any liability on the part of the State of Michigan, The State Board of Agriculture or any member or officer of said Board, or any of their successors, other than to pledge rents and income of dormitories and student fees charged for the use of facilities of the Union Building, as contemplated in the Terms and Conditions herein set forth.

Be it further Resolved, That all documents, agreements, notes and instruments relative to the loan hereby authorized shall be approved by Byron L. Ballard, legal Counsel for this Board, as to form, and compliance with this authorization before being signed and executed by the Officers herein named.

Be it further Resolved, That the Ann Arbor Trust Company's fee for negotiating the loan referred to and for its services as contemplated under the Loan Agreement in accordance with the terms and conditions set forth, be fixed at Seven Thousand Five Hundred Dollars (\$7,500.00).

Letter from
Governor re:
operating in
red

24. Discussion of the problem of operational funds for the next fiscal year and the following letter from the Governor:

"February 14, 1946

"To the Board of Regents for the University of Michigan and the State Board of Agriculture for Michigan State College:

"The large increase in enrollment at the University of Michigan and at Michigan State College, largely due to the thousands of returning veterans now seeking educations at these institutions, will require very substantial increased expenditures for the fiscal year 1946-47 in excess of the regular tuition fees paid to them by the Federal Government.

"It is the desire of the State that all veterans and other students enrolled at the University and at Michigan State College be provided such teachers and educational opportunities as are necessary for their proper education.

"It is the opinion of the Budget Director and the two appropriating committees of the Senate and House that sufficient appropriations have been made to provide for operational costs between now and the convening of the next regular session.

"Because of that fact and the fact that it is most difficult to do more than estimate how much more additional money will be necessary to provide for operational costs from January 1, 1947 to June 30, 1947 this communication is being forwarded to the Board of Regents and the State Board of Agriculture suggesting and authorizing that you prepare your operating budgets for the period between July 1, 1946 and January 1, 1947 on a basis that will properly provide for education of students on their campuses with the understanding that so much of monies, that have been previously provided for this purpose, as is necessary can be expended to meet this operational cost.

"It is further recommended and you are authorized to prepare your budget for operational costs from January 1, 1947 to July 1, 1947 so that you can at the convening of the regular session next January, present your case of need and request for appropriations that may be necessary for the operational costs between January 1 and July 1, 1947.

ADDITIONAL ITEMS, continued

Miscellaneous, continued

24. Letter from Governor continued:

"The State Board of Agriculture has incurred expenses of approximately \$260,000 to provide for Quonset Huts and veterans' facilities over and above the monies provided for the establishment of the trailer camp. It is understood that the monies that may be forthcoming from the federal government as reimbursement for expenses in connection with the establishment of the trailer camp can be used by the Board of Agriculture to defray expenses of the Quonset Huts.

Sincerely,

/s/ John Espie, Chairman, House Ways & Means
 /s/ Don VanderWerp, Charian, Sen. Fin. Com.
 /s/ Fred Striffler, Budget Director
 /s/ Harry F. Kelly, Governor

25. The President discussed the meeting of the Victory Building Board held in Governor Kelly's office on February 20th and the new act of the legislature which instructs the State Board of to proceed at once to undertake the seven million dollar building program.

On motion of Mr. Brody, seconded by Mr. Armstrong, it was voted to authorize the President and Secretary with the Architects to negotiate contracts on the same basis as the contracts for the dormitories now under construction, with the Reniger Construction Company for the construction of the Classroom Building and the Home Management Laboratory; and with the Christman Company for Women's Dormitories #5 and #6. The college officials are further instructed to prepare, in cooperation with the architects, plans and specifications for all the buildings in the building program approved by the legislature without delay with the understanding that each building to be paid for with legislative funds is to be kept within the amount of money estimated in the legislative approval.

26. Suggestion that House #6 on Faculty Row be designated as the temporary headquarters of the International Center, effective at the beginning of the spring term.

On motion of Mr. Brody, seconded by Mr. Armstrong, it was voted to approve item 26.

27. It is suggested that the following buildings in the new building program for which there has not been a definite assignment of architects be assigned as follows:

Agricultural Engineering and Electrical Engineering to O. J. Munson of Lansing

Power Plant to Claude Erickson, Consulting Engineer

The existing assignments are as follows:

To O. J. Munson- Snyder-Phillips Halls
 Classroom Building
 Science Building

Married Student Housing
 Poultry Building
 Food Storage

To Ralph Calder - Women's Dormitories 5 and 6
 Landon Hall
 Union Addition
 Home Mgt. Practice Houses

Physics Building
 Kellogg Building
 Art Building

On motion of Mr. Brody, seconded by Mr. Berkey, it was voted to approve item 27.

28. Request from Mr. Wilkins for leave of absence, effective March 1. It is recommended that he be granted leave with full pay from March 1 through June 30, 1946, and that Mr. Wilkins be retained as financial adviser to the President after July 1 at a salary of \$5000 per year.

On motion of Mr. Armstrong, seconded by Mr. Brody, it was voted to approve the above request of Mr. Wilkins and the Board expresses to him its sincere appreciation for his valued services.

29. Petition from staff employees circulated by the Ingham County Federation of Teachers relative to the housing situation for staff members in East Lansing.

On motion of Mr. Armstrong, seconded by Mr. Akers, it was voted to acknowledge receipt of the petition and to advise Mr. Garrison that the Board has a real interest in the problem of faculty housing.

29. The Secretary called attention to the fact that the construction of dormitories #5 and #6 will require the removal of houses now known as Cowles House, Shaw House and the International Center.

On motion of Mr. Brody, seconded by Mr. Armstrong, it was voted to authorize the President and Secretary to dispose of these houses to the best advantage by sale or negotiation.

Classroom bldg. Home Mgt. Lab. and girls' dorms #5 and #6 to be constructed.

House #6 Faculty Row temporary headquarters of Int. Center.

New buildings assigned to architects

Leave of absence granted Mr. Wilkins to July 1, '46 Financial Adviser to Pres. after July 1.

Petition from staff members re: housing situation

Cowles House, Shaw House and Int. Center to be removed.

February 21, 1946

ADDITIONAL ITEMS, continuedMiscellaneous, continued

Ernst & Ernst
to make sur-
vey of the or-
ganization of
business oper-
ations.

30. The President recommended that Ernst and Ernst be requested to make a survey of the organization of our business operations and make recommendations as to what they think the organization should be. It is estimated that this survey will cost not to exceed \$500.00.

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

\$259.54 app-
ropriated
to shortages
in Cashier's
Office.

31. Mr. Wilkins reported an accumulation of shortages over a period of years in the Cashier's office amounting to \$259.54. Mr. Pettit has recently been made cashier and it is recommended that an appropriation be made to cover these shortages so that the Cashier's office can start with a clear slate under Mr. Pettit's direction.

On motion of Mr. Akers, seconded by Mr. Armstrong, it was voted to approve the above recommendation.

Use of large
concrete tun-
nels on cam-
pus discon-
tinued.

32. A recommendation from Mr. Erickson, Consulting Engineer, was read to the Board recommending that we discontinue the policy of connecting all buildings with the central heating plant by large concrete tunnels, that being an expensive and unnecessary procedure.

On motion of Mr. Brody, seconded by Mr. Akers, it was voted to approve the recommendations of the Consulting Engineer.

Hospital and
doctor bills
for George
Uitto to be
paid by col-
lege.

33. The President presented a communication from Dr. Holland pertaining to hospital and medical bills incurred by George Uitto, a former employee in the college piggery, to the effect that there was a possibility that his trouble was due to D.D.T. poisoning incurred while at work. Bills amounting to \$133.75 for doctor's fee, and hospital bills amounting to \$310.12 were presented for payment.

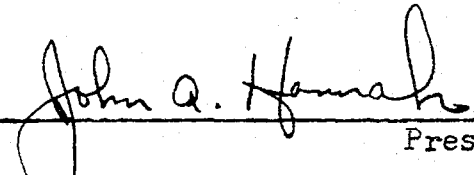
On motion of Mr. Brody, seconded by Mr. Armstrong, it was voted to authorize the payment of these doctor and hospital bills in complete settlement of this claim. The Board feels there is a serious question as to the validity of the claim but will approve this settlement with the understanding that it is final.

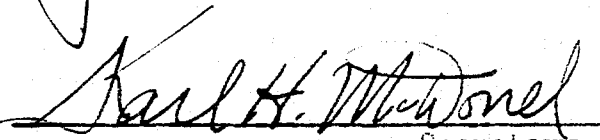
Salary of
Paul DeKoning
increased to
\$3500 per yr.

34. Increase in salary for Paul DeKoning, Associate Professor of Mechanical Engineering, from \$3200 to \$3500 per year, paid from the National Sanitation Foundation Fund, effective March 1, 1946.

On motion of Mr. Akers, seconded by Mr. Berkey, it was voted to approve the increase in salary for Mr. DeKoning.

The Board adjourned at 3:45 p.m.


President


Secretary