A meeting of the State Board of Education was held in the Old Capitol at the State University of Iowa, Iowa City, Iowa, on December 15 and 16, 1948.

**PRESENT:**
All sessions: Mrs. Houghton and Mrs. Kyseth and Messrs. Carpenter, Louden, Plock, Rupe and Shull, members of the State Board of Education; Messrs. Noth and Dancer, members of the Finance Committee; President Hancher and Business Manager Ambrose, of the State University; President Friley and Business Manager Platt, of the Iowa State College; President Price, of the Iowa State Teachers College; Superintendent Gernetzky, of the Iowa School for the Blind; Superintendent Berg, of the Iowa School for the Deaf; Superintendent Spear and Business Manager Wynn of the State Sanatorium; and Assistant Secretary Lenihan.

December 15: Mr. Gillette, member of the State Board of Education.

**ABSENT:**
All sessions: Mr. Hall, member of the State Board of Education, and Mr. Boyd, member of the Finance Committee.

President Henry C. Shull in the chair, and Mr. Dancer secretary of the meeting.

**GENERAL OR MISCELLANEOUS**

The following business pertaining to general or miscellaneous matter was transacted on December 15, 1948;

**APPROVAL OF MINUTES - MEETING HELD SEPTEMBER 14, 1948.** On motion, the minutes of the meeting of the State Board of Education held on September 14, 1948, were read, corrected and approved.

**APPROVAL OF MINUTES - MEETING HELD OCTOBER 14-15, 1948.** On motion, the minutes of the meeting of the State Board of Education held on October 14-15, 1948, were read and approved.

**APPROVAL OF MINUTES - MEETING HELD NOVEMBER 4, 1948.** On motion, the minutes of the meeting of the State Board of Education held on November 4, 1948, were read and approved.
APPROVAL OF MINUTES - FINANCE COMMITTEE. On motion, the minutes of the meetings of the Finance Committee for the period from September 1, 1948, through November 1, 1948, were approved and the actions ratified.

LEGISLATIVE ASKINGS - SUMMARY. President Shull reported that on November 26, 1948, the State Comptroller, Governor Blue, and Governor-elect Beardsley held a public hearing on the legislative askings of the State Board of Education for the institutions under its supervision, and that board members and executives of the institutions attended and explained the askings for the biennium 1949-1951, summarized as follows:

<table>
<thead>
<tr>
<th>Institution</th>
<th>Annually for the Biennium 1949-51</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Salaries, Support and maintenance</td>
</tr>
<tr>
<td>State University</td>
<td>$ 7,700,409</td>
</tr>
<tr>
<td>Public Service:</td>
<td></td>
</tr>
<tr>
<td>University Hospital</td>
<td>3,828,000</td>
</tr>
<tr>
<td>Psychopathic Hospital</td>
<td>382,000</td>
</tr>
<tr>
<td>Bacteriological Laboratory</td>
<td>145,000</td>
</tr>
<tr>
<td>Lakeside Laboratory</td>
<td></td>
</tr>
<tr>
<td>Hospital-School for Handicapped Children</td>
<td>130,000</td>
</tr>
<tr>
<td>Iowa State College</td>
<td>7,570,000</td>
</tr>
<tr>
<td>Iowa State Teachers College</td>
<td>2,712,427</td>
</tr>
<tr>
<td>Iowa School for the Blind</td>
<td>260,000</td>
</tr>
<tr>
<td>Iowa School for the Deaf</td>
<td>415,000</td>
</tr>
<tr>
<td>State Sanatorium</td>
<td>705,000</td>
</tr>
<tr>
<td></td>
<td>Requests for Capital Improvements, Biennium 1949-1951</td>
</tr>
<tr>
<td>State University</td>
<td>$10,767,500</td>
</tr>
<tr>
<td>Hospital-School for Handicapped Children</td>
<td>750,000</td>
</tr>
<tr>
<td>Iowa State College</td>
<td>11,700,000</td>
</tr>
<tr>
<td>Iowa State Teachers College</td>
<td>6,282,000</td>
</tr>
<tr>
<td>Iowa School for the Blind</td>
<td>473,000</td>
</tr>
<tr>
<td>Iowa School for the Deaf</td>
<td>100,000</td>
</tr>
<tr>
<td>State Sanatorium</td>
<td>2,915,757</td>
</tr>
</tbody>
</table>

DORMITORY CONSTRUCTION - PROPOSED REVISION OF LAW. The suggestion was made that consideration be given to amending the law covering the construction of dormitories (Sections 262.35-262.42, of the 1946 Code of Iowa). President Shull appointed Messrs. Dancer, Plock, Hancher, Friley and Price as a committee...
to study proposed amendment to the dormitory law and submit a report to the Board at the next meeting.

INVESTMENT OF FUNDS - PROPOSED AMENDMENT TO LAW. President Shull appointed Mr. Carpenter and the Finance Committee to study Section 262.14, sub-section 2, of the 1946 Code, and submit recommendations regarding proposed amendments that would authorize the Finance Committee to invest funds in securities not now specified in the law.

EXECUTIVE RULE AND ORDER - MAID SERVICE. Secretary Dancer reported that Governor Robert D. Blue issued the following Executive Rule and Order on December 3, 1948:

Pursuant to and under the authority of the provisions of the budget and finance control act of the State of Iowa, as set forth in Chapter 8, of the 1946 Code of Iowa.

IT IS HEREBY ORDERED AND DIRECTED that there be furnished to the office of the Governor of the State of Iowa, not later than December 10, 1948, a list of the names of all Superintendents of Institutions or other employees under the jurisdiction of the State Board of Control of State Institutions and under the jurisdiction of the State Board of Education who have been or are receiving maid service or other household service by employees on the State payroll, together with the monthly amount of compensation paid to such employees.

IT IS FURTHER ORDERED AND DIRECTED that the State Board of Education and the Board of Control of State Institutions shall forthwith discontinue the practice of permitting Superintendents or other employees to employ maids or other household servants at State expense and shall forthwith notify the Superintendents or other employees under the jurisdiction of said respective Boards to forthwith remove any person employed at State expense either as a maid or who performs any other household duties for the Superintendents or other employee of said Institutions, from such household domestic service unless provision therefore is specifically provided for by the statutes of the State of Iowa.

IT SHALL HENCEFORTH BE THE RULE that no household domestic servant shall be provided or furnished at State expense.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Iowa to be duly affixed.

Done at the Iowa State Capitol in the City of Des Moines, this third day of December in the year of our Lord nineteen hundred and forty-eight.

(Signed) Robert D. Blue, Governor
December 15-16, 1948 - General or Miscellaneous
Executive Order (continued)

The executives reported they had transferred from state payrolls to their personal accounts those persons who perform domestic service in the residences provided by the State. This means a decrease by executive order in the compensation fixed by the State Board of Education for the presidents and the superintendents. (Section 262.9, sub-section 2, 1946 Code of Iowa.)

FOOD SERVICE - CASE OF RUSSELL BLAKE, et al. Carl A. Smedal of Ames, Iowa, an attorney employed by the Attorney General, and Assistant Attorney General Oscar Strauss appeared and reviewed to date the case of Russell E. Blake, Theodore M. Leckbee and Richard M. Van Dyke (restaurant operators in Cedar Falls) vs. Malcolm Price and the State Board of Education. (See Board minutes of September 14, 1948.)

HARRY W. REEVE vs. STATE BOARD OF EDUCATION. At the meeting of the State Board of Education held on September 14, 1948, it was moved, seconded and passed unanimously that Harry W. Reeve be retired, effective November 1, 1948.

On October 20, 1948, a Petition in Equity was filed in the District Court of Johnson County, Iowa, by Sweet and Sager and Oliver J. Reeve, of Waverly, Iowa, attorneys for Harry W. Reeve, a part of which is as follows:

"WHEREFORE, the plaintiff prays that a temporary injunction issue to restrain and enjoin the defendants and each of them and their agents and employees on both Divisions of this Petition in the following respects, to-wit:

1. From removing the plaintiff from the payroll of the State Sanatorium at Oakdale, Iowa, and from in any manner interfering with or decreasing his present salary and maintenance at said state sanatorium.

2. From doing any act or thing which has for its purpose the removal or firing of said plaintiff from his employment at the State Sanatorium at Oakdale, Iowa.

3. From removing the plaintiff, his family and his household goods from his present living quarters at the State Sanatorium at Oakdale, Iowa, and from in any manner interfering with his quiet and peaceable possession, enjoyment and use of his present living quarters at said institution."
December 15-16, 1948 - General or Miscellaneous
Harry W. Reeve, (continued)

4. From doing any other act or thing which interferes with the plaintiff's employment at said state sanatorium at Oakdale, Iowa.

The plaintiff further prays upon Divisions I and II of this Petition that upon final hearing, said injunction be made permanent in all of the above and foregoing particulars and respects and plaintiff further prays for such other and further relief as may be equitable and just in the premises and for costs.

The plaintiff further prays upon Divisions I and II of this Petition that a temporary mandatory injunction issue to compel the defendants and each of them to restore the plaintiff to the position of Business Manager at the State Sanatorium at Oakdale, Iowa, and that the defendants and each of them be further commanded and directed to restore to the plaintiff his office, office quarters, equipment, keys and keys to the state automobile, all which he formerly had possession of at said state sanatorium and to the status which he formerly held at said institution and that on final hearing said mandatory injunction be made permanent and for such other and further relief as may be equitable in the premises and for costs."

The Attorney General of Iowa employed A. C. Cahill, Iowa City, Iowa, to assist Oscar Strauss, Assistant Attorney General, in looking after the interests of the State Board of Education.

A hearing on the Petition (Civil Cause No. 31012) was ordered held on November 8, 1948, in the District Court of Iowa in and for Johnson County, Iowa City, Iowa; and on that date the following order was issued by James P. Gaffney, Judge of the Eighth Judicial District of Iowa:

"11-8-48. Counsel for all parties to above action (Injunction - No. 31012) appear in open court and agree to continue the hearing on all matters therein until after the next regular meeting of the State Board of Education, which will take place some time during the month of December this year, and by the parties hereto consenting to the continuance the same shall not be construed or considered as a waiver of any of the rights of any of the parties or with prejudice to any of the parties hereto, and the fact that a compromise may be attempted shall not constitute a waiver of any of the rights of the parties as they now are presented. Upon failure to dispose of this litigation an assignment of the case shall be made promptly by the Court, to suit the convenience of all counsel in the case."

Harry W. Reeve, Plaintiff, Messrs. Sweet and Reeve, attorneys for the Plaintiff, of Waverly, Iowa, and Attorneys Strauss and Cahill, representing the Attorney General of Iowa, were present at a hearing before the State Board of Education.

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Mr. Plock stated he is apt to be called as a witness in the case, and asked that he be disqualified from taking part in any decision to be made at this time. President Shull ruled Mr. Plock was disqualified.

After hearing Mr. Reeves and his counsel, and after Attorneys Strauss and Cahill had conferred with Attorneys Sweet and Reeves and Mr. Reeves, it was evident no compromise could be reached and it was the decision of the Board that the suit would have to proceed in Court.

Attorneys Strauss and Cahill were instructed to advise Judge Gaffney about the outcome of the hearing and the conference with Harry W. Reeves and his attorneys, and to ask that a date be fixed for continuing the hearing.

STATE INCOME TAX - WITHHOLDING AGENTS - OUT-OF-STATE NON-INCORPORATED CONTRACTORS. A directive issued on December 30, 1947, by the State Tax Commission relative to the withholding of payments for the Iowa State Income Tax, parts of which are as follows, was discussed:

"The term 'withholding agent' means any individual, fiduciary, corporation, association or partnership in whatever capacity acting, including all officers and employees of the state or of any municipal corporation or political subdivision of the state, that is obligated to pay or has control of paying to any non-resident any 'gross income', within the meaning of Section 422.8 (4) of the 1946 Code of Iowa, in excess of $1500.00 in any calendar year."

"Those coming within the meaning of the term 'withholding agent', as defined in 1946 Iowa Code Section 422.4 (14), and who have awarded contracts for construction and/or installation work, and similar contracts to be performed within the state of Iowa, to a nonresident contractor doing business as an individual proprietor, or to a contractor that is a partnership composed of one or more members who are nonresidents of Iowa, are required to make withholdings for the Iowa income tax from payments made to such out-of-state contractor on his or its contract."

"The out-of-state contractor may relieve the withholding agent from making withholdings for the Iowa income tax by filing a good and sufficient income tax bond with the Iowa State Tax Commission, in a penalty to be fixed by the Tax Commission, and with an authorized surety company as surety thereon. Section 422.17, 1946 Code of Iowa."

On motion, the matter was referred to Messrs. Dancer, Ambrose and Platt to discuss with the State Tax Commission and to request an opinion of the Attorney
HOSPITAL LICENSURE. The question of whether hospitals at institutions under the supervision of the State Board of Education would be exempt from the requirements of Chapter 91, 52nd G.A., License and Regulation of Hospitals, was discussed; and upon the recommendation of President Hancher, approved by the Faculty Committee, authority was given for requesting the Attorney General of Iowa for an opinion.

RETIREMENT ANNUITY CONTRACTS - STATE INCOME TAX. President Shull reported that on December 2, 1948, he had written to the Chairman of the Iowa State Tax Commission and requested a ruling on the following subject:

"Request for advice as to whether amounts, constituting direct remittances from the State University of Iowa, the Iowa State College of Agriculture and Mechanic Arts, and the Iowa State Teachers College to an insurer or other fund-holder to provide benefits for employees of those institutions upon their retirement, need be considered gross income of those employees at the time of remittance for purposes of the Iowa State Income Tax and reported by those institutions as salary payments at that time under Article 230 et seq. of the applicable regulations of the State Tax Commission."

On December 10, 1948, E. H. Fairburn, Acting Director of the Income Tax Division of the State Tax Commission, wrote to President Shull as follows:

"In response to your inquiry on the above subject under date of December 2, 1948, which was presented to a conference at the offices of the Iowa State Tax Commission in Des Moines on Friday, December 10, 1948, at which Messrs. H. A. Grantham, D. L. Murrow, and E. H. Fairburn were present, please be advised that it is our view that such contributions as may be made directly by remittance from the educational institutions named to an insurer or other fund-holder to provide benefits for employees of those institutions upon their retirement are not to be considered taxable income under Iowa law and the regulations of the State Tax Commission at the time such remittances are made but, rather are, to be considered taxable income to those employees at the time such contributions are paid to them by the insurer or other fund-holder in the form of benefits to those employees after their retirement.

"It follows, therefore, that under Article 230 et seq. of the applicable rules and regulations, the educational institutions referred to will not be required to make an informational return of such direct remittances covering the calendar year in which the educational institutions pay those sums to the insurer or other fund-holder because such information is required to be furnished only as to sums which are taxable income to the employees affected."
under the statute and regulations referred to, particularly Article 34, and such remittances would not constitute taxable income to the employees involved at the time they are paid to the insurer or other fund-holder."

RETIREMENT ANNUITY CONTRACTS - REVISED OR AMENDED PLANS. At the meeting of the State Board of Education held on November 4, 1948, Presidents Hancher, Friley and Price reported that studies were being made of proposals for establishing new retirement plans; and that reports and recommendations would be submitted at a later meeting. (See Board minutes of September 14, 1948, for opinion of Attorney General of Iowa, and Board minutes of October 14-15, 1948, for ruling of the Commissioner of Internal Revenue. The ruling of the State Tax Commission appears in the minutes of this meeting.)

Reports and recommendations of faculty committees for improvement of the Funded Retirement Plans were submitted and considered.

It was moved that the following resolution be adopted.

WHEREAS, the Joint Special Faculty Committee on Retirement Plan of the State University of Iowa, the Iowa State College of Agriculture and Mechanic Arts and the Iowa State Teachers College, have requested the State Board of Education to establish an Institutional Funded Retirement Plan for faculty and selected staff at the several institutions under the State Board of Education in lieu of the present Faculty Funded Retirement Plan which became effective July 1, 1944; and,

WHEREAS, the Attorney General of the State of Iowa did render an opinion on July 7, 1948, that it is within the power of the State Board of Education to "contract with its employees to pay part compensation in legal tender or in monies and part in other valuable consideration, including a direct payment to an insurer or other proper fund to provide benefits and protections for such employees against the contingencies and risks of superannuation, death, disability and kindred matters"; and

WHEREAS, the Treasury Department of the United States ruled on October 4, 1948, that the State University of Iowa, the Iowa State College of Agriculture and Mechanic Arts and the Iowa State Teachers College are exempt from Federal income tax under the provisions of Section 101(6) of the Internal Revenue Code; and, therefore, in accordance with prior rulings of the Treasury Department payments made by the State University of Iowa on deferred annuity contracts of their teachers and employees do not constitute taxable income of the insured for Federal Income Tax purposes; and,

WHEREAS, of the total of approximately 1000 senior colleges and universities in the United States 688 have established funded retirement plans of which 658 plans are mutually contributory; and,
WHEREAS, it is the considered judgment of the State Board of Education that
the establishment of a mutually contributory funded retirement plan is in the
best interest of the State of Iowa and the institutions of higher learning under
the jurisdiction of the State Board of Education and of the faculty and staff
of such institutions;

NOW THEREFORE BE IT RESOLVED, that, effective with all payments made after
December 31, 1948, the following Plan for Financing Retirement for Retiring
Faculty and Selected Employees be adopted for the State University of Iowa, and
be made available to each institution governed by said State Board of Education,
with such minor modifications as may be required to meet the present retirement
policies of each institution and as are approved by said Board:

THE STATE BOARD OF EDUCATION

PLAN FOR FINANCING RETIREMENT
AND FOR RETIRING FACULTY AND ADMINISTRATIVE STAFF

Effective with all payments made after
December 31, 1948

STATE UNIVERSITY OF IOWA

I. PARTICIPATION.

A retirement plan is hereby established, participation in which shall be
required of all full time staff members as indicated below:

a. Administrative staff and persons of rank of professor, associate
   professor or assistant professor;

b. Persons of rank of associate, research associate, instructor,
   demonstrator, administrative assistant, after the completion of
   three consecutive years of full time service.

In the event there are questions of requirements for participation, such
cases shall be referred to and approved by the President of the University.

II. RETIREMENT. (This section is a copy of the retirement age action adopted
by Board of Education, June 30, 1942.)

Effective July 1, 1942, all academic and administrative staff members who
are 60 years of age and over, as of July 1, 1942, shall be placed in part-time
service not later than July 1 next following attainment of age 70; those who
are 59 years of age, as of July 1, 1942, shall be placed in part-time service
not later than July 1 next following attainment of age 69; and those who are
58 years of age and under, as of July 1, 1942, shall be placed in part-time ser­
tice not later than July 1 next following the attainment of age 68; provided,
however, that if said academic or administrative staff members attain their re­
spective age limits of 70, 69, or 68, as the case may be, between July 1 and
October 1 of any year, they shall be placed in part-time service as of July 1
of that year.
December 15-16, 1948 - General or Miscellaneous
Retirement Plan (continued)

Any staff member may be placed in part-time service at his own request on July 1 of any year after he has attained age 65.

Notwithstanding the mention of specific ages in the foregoing policies relating to part-time service, it is understood that the question of capacity to perform required work may arise at an earlier date; nor does the mention of specific ages, as ages of adjustment, deprive the University of the right to terminate employment at any time for good and sufficient reasons.

Until July 1, 1952, when the age limit of 68 years of full time service shall have become effective, in accordance with the first paragraph of the foregoing statement of policy, the president and the deans, unless retired at an earlier age under the second and third paragraph of said statement, shall retire from administrative duties on July 1 next following the attainment of age 68, except where they shall attain age 68 between the dates of July 1 and October 1, in any year, in which case they shall retire from administrative duties on July 1 of that year.

III. ANNUITIES PURCHASED BY THE UNIVERSITY AND STAFF.

A. Present participants.
   Effective with all payments made after December 31, 1948, the present basic salary of each participating staff member is adjusted by deducting an amount equal to \(\frac{2}{3}\) of the currently authorized T.I.A.A. deduction on a 10% basis.

1. The amount so deducted from the salary of a staff member shall be contributed by the University.

2. The staff member shall contribute an amount equal to one-half of the University contribution.

B. Future Participants.
   Effective January 1, 1949, new appointments shall be made on a similar "adjusted budget salary" basis with comparable contributions.

   The term "basic salary" as used in this plan shall mean the budget salary not to exceed $5,000, before making the deduction referred to in this section, for the academic year if paid during nine months, or fiscal year if paid during twelve months. Compensation for summer session or irregular service or service paid from temporary funds, or compensation in the way of board, room, or laundry, shall not be included as a part of the basic salary.

   The above contributions by the University and the participant shall be applied as a premium for a Retirement Annuity Contract issued by the Teachers Insurance and Annuity Association of America.

   The Business Office of the University is hereby directed to deduct contributions required from participants from salary payments and forward them together with contributions by the University to the Teachers Insurance and Annuity Association of America as premiums on the above mentioned Retirement Annuity Contracts. The Business Office shall also have authority to make adjustments in such a way that the annuity premiums shall be in whole dollars.
IV. CHANGE OF STATUS OF EMPLOYMENT AND SUPPLEMENTARY COMPENSATION AT RETIREMENT AGE. (This section is a copy of the action adopted by the Board of Education June 23, 1944, amended, discontinuing the old policy and authorizing a new policy of University compensation at retirement.)

a. Effective July 1, 1944, the present policy of compensation upon the basis of one-half pay for one-half work, with a maximum of $3,000, for members of the staff who reach retirement age shall be discontinued for all staff members 69 years of age or less as of October 1, 1944.

b. After July 1, 1944, for members of the academic and administrative staff appointed prior to July 1, 1944, 69 years of age or less, as of October 1, 1944, the University is authorized to pay part time annual compensation at retirement age for part-time service to the extent of the difference between a single life annuity with the T.I.A.A. on the basis of premiums of 10% of basic salary from July 1, 1944, and the percentage of the average budget salary (limited to $5,000) for ten years immediately preceding retirement as indicated in the following schedule:

<table>
<thead>
<tr>
<th>Age October 1, 1944</th>
<th>Maximum Percentage</th>
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<tbody>
<tr>
<td>60 or less</td>
<td>40%</td>
</tr>
<tr>
<td>61</td>
<td>42%</td>
</tr>
<tr>
<td>62</td>
<td>44%</td>
</tr>
<tr>
<td>63</td>
<td>46%</td>
</tr>
<tr>
<td>64</td>
<td>48%</td>
</tr>
<tr>
<td>65 to 69, inclusive</td>
<td>50%</td>
</tr>
</tbody>
</table>

V. CONTRACTS.

Each Retirement Annuity Contract written in accordance with this plan will be the property of the individual participant. The contract is between the participant and the Teachers Insurance and Annuity Association.

VI. SUBSTITUTION OF RETIREMENT ANNUITY CONTRACTS WITH OTHER COMPANIES IN LIEU OF CONTRACTS WITH T.I.A.A.

Retirement Annuity Contracts with other companies may be substituted in whole or in part, in lieu of contracts with the T.I.A.A. under the following conditions:

1) The substitute contract shall be with a company organized and operating in the United States.

2) The insured and the company shall enter into a trust agreement with the State Board of Education. The insured shall deposit his contract and trust agreement with the University Business Office. This trust agreement shall contain the following provisions, in conformity to Teachers Insurance and Annuity Association Contracts:

   a) Contract loan privileges shall be denied while the insured is employed by the University.

   b) The exercise of cash surrender privileges shall be denied while the insured is employed by the University.
c) Options for settlement of annuity contracts shall be limited to those provided in T.I.A.A. contracts.

d) The date for beginning of annuity payments shall conform to the retirement age policy at the University.

e) No future changes shall be made in the substitute contract without the written consent of the University Business Office.

3) The total combined premium payment by both the participant and the University as herein provided shall be applied as premiums for annuity contracts and shall be in an amount sufficient to provide at least equal annuity benefits under the substitute contract arrangement as would be provided under a contract with T.I.A.A. on the basis of the combined premium payments required under the University Funded Retirement Plan. In no event shall the premium payments by the University exceed the premium contribution by the University as provided in this plan; any additional premium shall be paid by the participant.

4) The University premium contribution on any premium due date shall be limited to the amount of University contribution actually earned during the year of University employment immediately preceding the premium due date.

5) The participant shall make his premium payments, on or before the premium payment dates specified in the contract, by depositing his share of the premium payment in the University Business Office. The University Business Office shall include this amount, plus its share of the premium, in a single payment to the appropriate insurance company on each premium due date. In the event the participant fails to make his premium deposit on or before the premium due date, the University Business Office shall automatically withhold this premium amount from the salary check for the month in which the premium falls due.

VIII. Although this plan may continue indefinitely, the State Board of Education reserves the right to modify or discontinue it at any time.

The motion was seconded and passed.

The chairman declared the resolution adopted.

ASSOCIATION OF GOVERNING BOARDS OF STATE UNIVERSITIES AND ALLIED INSTITUTIONS -
ANNUAL MEETING - REPORT. Secretary Dancer reported that on November 30, 1948, he had sent to the members of the State Board of Education, the members of the Finance Committee, and the presidents and business managers of the state institutions of higher learning, copies of a report of the Twenty-sixth Annual Meeting of the Association of Governing Boards of State Universities and Allied Institutions, held at Spokane, Washington, October 1-5, 1948.
On motion, the report was ordered placed on file.

MEETING OF AMERICAN COUNCIL ON EDUCATION - AUTHORITY FOR MR. PLOCK TO ATTEND.

On motion, Mr. Plock was authorized to attend a meeting of the American Council on Education to be held in Washington, D.C., on January 28, 29 and 30, 1949; and the secretary was instructed to request the Executive Council of Iowa to authorize the payment of Mr. Plock's traveling expenses from funds appropriated for the Office of the State Board of Education.

NEXT MEETING. The next meeting of the State Board of Education will be held in Des Moines, Iowa, on January 13, 1949, and at the Iowa State College, Ames, Iowa, on January 14, 1949.

The following business pertaining to general or miscellaneous matters was transacted on December 16, 1948:

STUDENT FEES - NON-RESIDENT TUITION. The question of increasing student fees charged at the state institutions of higher learning was discussed, at the direction of Governor Blue, and it was the consensus that the fees charged resident students should not be increased and that, because during the past five years the non-resident tuition charged in addition to the student fee has been increased substantially - from $40 a year to $150 a year at the State University of Iowa, and from $40 a year to $150 a year at the Iowa State College - further consideration should be given to the question of increasing non-resident tuition. The secretary was instructed to advise Governor Blue accordingly.
The following business pertaining to the Iowa School for the Deaf was transacted on December 16, 1948:

RECEIPTS FROM SALE OF LAND. At a meeting held on June 28-29, 1948, the State Board of Education adopted a resolution authorizing the sale of two tracts of land to Ben and Viola F. Sieck, and the Executive Council of Iowa at a meeting on September 13, 1948, approved the action of the Board.

Superintendent Berg asked the Board to consider what disposition should be made of the money received for the land sold. On motion, Superintendent Berg was authorized and instructed to send the amount received, $3,465.95, to the State Treasurer.

MAIN BUILDING EXITS. Upon the recommendation of the Building and Business Committee, the final plans and specifications for the Main Building Exits were approved and the secretary of the State Board of Education was authorized to publish the necessary notice of public hearing and advertisement for bids.

EMPLOYEES' HOUSING - RESIDENCE FOR ENGINEER. The Building and Business Committee reported it had approved a recommendation of Superintendent Berg and allocated $20,000 from the fund for Employees' Housing for the construction of a three-bedroom dwelling for the chief engineer, and requested Superintendent Berg to secure plans and specifications similar to those used for the Principal's residence and submit them for approval.

On motion, the action of the Building and Business Committee was ratified and the entire matter was referred to that Committee with power to act.

EMPLOYEES' HOUSING - RESIDENCE FOR PRINCIPAL - CHANGE ORDER. The Building and Business Committee reported it had approved Change Order #1 to the contract with
December 15-16, 1948 - Iowa School for the Deaf
Principal's residence (continued)

Hansen and Hansen for the construction of the residence for the Principal, covering the elimination of a china closet and in lieu thereof the construction of space for use as a semi-bath, at an addition of $25.00 to the contract price. On motion, the action of the Building and Business Committee was ratified.

HEATING AND POWER PLANT. Superintendent Berg reported that the installation of the induced draft system in the Power Plant was about completed, and that the leaning smokestack had been taken down.

HEATING AND POWER PLANT - EQUIPMENT. The Building and Business Committee reported it had approved a recommendation of Superintendent Berg and the Brown Engineering Company, and authorized the purchase and installation of the following protective equipment in the heating and power plant:

1. Solenoid safety valve on the main gas line into the heating and power plant for protection in case of electric, gas or fan failure $300.00

2. 9 H.P. gasoline stand-by engine for protection in case of electric or motor failure affecting the fan on the draft system . . . . . $235.00

with the understanding that payment therefor would be made from funds appropriated for Repairs, Replacements and Alterations if a balance is available or, if not, from the fund appropriated for Salaries, Support and Maintenance.

On motion, the action of the Building and Business Committee was ratified.
IOWA STATE COLLEGE

The following business pertaining to the Iowa State College was transacted on December 16, 1948:

RESIGNATIONS. President Friley submitted the following resignations:

Allen W. Goodspeed, professor of Forestry, effective January 31, 1949, to accept a position as professor of Forestry and director of the School Forest at the University of West Virginia, Morgantown, West Virginia.

Clinton E. Peterson, associate professor of Horticulture, effective as of September 30, 1948. He has accepted an appointment as agent with the United States Department of Agriculture, assigned to the Iowa State College.

Andrew L. Johnson, associate professor of Ceramic Engineering, effective as of September 30, 1948. He has accepted a position with the Universal Sanitary Manufacturing Company, New Castle, Pennsylvania.

Upon the recommendation of the Faculty Committee, the resignations were accepted.

RESIGNATION - OSCAR A. OLSON - HEARING. President Friley submitted the resignation of Oscar A. Olson as professor and head of the Department of Engineering Drawing, effective December 15, 1948.

Professor Olson appeared and read a statement he had prepared and discussed the charges he was making against the dean and members of the engineering faculty.

The Board resolved itself into executive session.

The Board arose from executive session.

President Shull reported that Professor Olson had been asked to consider withdrawing his resignation, and that action on it had been deferred until the next meeting of the Board.

DEATHS. President Friley reported the following deaths:

Jules Cool Cunningham, research professor in the Agricultural Experiment Station and Library, October 23, 1948.
Deaths (continued)


E. E. Lindstrom, professor and head of the Department of Genetics and vice dean of the Graduate College, November 15, 1948.

APPOINTMENTS. Upon the recommendation of President Friley and the Faculty Committee, the following appointments were made:

Ladis Csani, professor of Civil Engineering (Highway Engineering), at a salary of $7,000 a year, twelve months' basis, effective March 1, 1949.

Leonard Z. Eggleton, extension associate professor of Poultry Husbandry, at a salary of $5,200 a year, twelve months' basis, effective as of November 1, 1948.

Frank W. Schaller, research associate professor of Agronomy, at a salary of $5,232 a year, twelve months' basis, effective January 1, 1949.

Willard E. Hauth, Jr., assistant professor of Ceramic Engineering, at a salary of $4,500 a year, twelve months' basis, effective January 1, 1949.

O. S. Knudsen, assistant professor of Vocational Education, at a salary of $4,800 a year, twelve months' basis, effective January 1, 1949.

Marion Barclay, research associate on Quartermaster Corps Meat Products Project, at a salary of $3,600 a year, twelve months' basis, effective as of December 1, 1948. (Reappointment.)

S. E. Davis, extension associate in Poultry Marketing, at a salary of $3,600 a year, twelve months' basis, effective December 16, 1948.

Vida Secor Benson, assistant director of personnel, at a salary of $3,800 a year, twelve months' basis, effective January 1, 1949.

Woodrow E. Dreesen, administrative aide to the director of the Institute for Atomic Research, at a salary of $5,000 a year, twelve months' basis, effective as of December 1, 1948.

Leonard F. Kellogg, professor of Forestry, at a salary of $6,000, twelve months' basis, effective January 1, 1949.

SALARY INCREASES - PROMOTIONS - TRANSFERS. Upon the recommendation of President Friley and the Faculty Committee, the following salary increases, promotions, and transfers were authorized:

John W. Gowen, from Professor of Genetics to professor and head of the Department of Genetics, and salary increased from $7500 to $8500 a year, twelve months' basis, effective as of December 1, 1948.
James A. Foret, from instructor in Horticulture, at a salary of $3,000 a year, nine months' basis, to instructor and research associate in Horticulture, at a salary of $3,800 a year, twelve months' basis, effective January 1, 1949.

Welmer Fassel, associate chemist and research assistant professor in the Institute for Atomic Research, salary increased from $5,000 to $6,000 a year, twelve months' basis, effective January 1, 1949.

Ellis Hicks, assistant professor of Zoology and Entomology, salary increased from $3,500 to $3,600 a year, nine months' basis, effective as of October 16, 1948.

Sidney W. Fox, professor in the Department of Chemistry, salary increased from $6,000 to $6,600 a year, twelve months' basis, effective as of October 1, 1948.

Wallace E. Ogg, extension assistant professor of Economics and Sociology, salary increased from $4,600 to $5,000 a year, twelve months' basis, effective as of December 1, 1948.

Ray Fisher, from junior chemist in the Institute for Atomic Research, at a salary of $4,200 a year, twelve months' basis, to administrative aide to the director of the Institute for Atomic Research, at a salary of $4,440 a year, twelve months' basis, effective January 1, 1949.

Clarence H. Rah, project business manager, Institute for Atomic Research, salary increased from $3,720 to $3,840 a year, twelve months' basis, effective January 1, 1949.

John W. Moore, physical plant supervisor, Institute for Atomic Research, salary increased from $3,720 to $3,840 a year, twelve months' basis, effective January 1, 1949.

Arthur E. Cott, extension associate in Horticulture, salary increased from $3,500 to $4,100 a year, twelve months' basis, effective as of November 1, 1948.

Milton M. Henderson, from county extension director of Ringgold County to District Youth Assistant for Ringgold, Taylor, Adams, Union, Clarke and Decatur counties, at a salary of $4,240 a year, twelve months' basis, effective January 1, 1949.

Andrew L. McComb, professor in the Department of Forestry, salary increased from $5,700 to $6,000 a year, twelve months' basis, effective January 1, 1949.

NAMES - UNITS OF IOWA STATE COLLEGE. At the meeting held on September 14, 1948, President Friley recommended (1) that the term "Division" be changed to "College", as applied to the several teaching units of the institution and (2) that the term "Division" be recognized as applying to all the activities - teaching, research and extension - of each major area of the Institution; and,
under the rule regarding new business, the matter was carried over until the
next meeting.

The recommendation was referred to the Faculty Committee for consideration
and report.

REPORT OF BUILDING AND BUSINESS COMMITTEE - SUB-COMMITTEE MEETING HELD OCTOBER
27, 1948. The Building and Business Committee submitted the following report
of a meeting of a sub-committee:

A sub-committee of the Building and Business Committee of the State Board
of Education met in Beardshear Hall, Iowa State College, Ames, Iowa, at
2:00 p.m., Wednesday, October 27, 1948.

Present: Mrs. Kyseth of the Building and Business Committee; Business
Manager Platt, Superintendent of Buildings and Grounds Schaefer, Architect
Fitzpatrick, Purchasing Agent Kirk, Assistant Professor Curry (Agricultural
Engineering), Junior Chemist Ray Fisher (Atomic Research Institute), of
Iowa State College.

Mrs. Kyseth presided and Mr. Platt was secretary of the meeting.

Business pertaining to the Iowa State College was transacted, as follows:

East and West Wings, Swine Nutrition Laboratory; Chick Isolation & Testing
Unit (Poultry Genetics Laboratory); Hog House and Laboratory (Experimental
Swine Farrowing House); Intercommunicating System, Office and Laboratory
Building and Metallurgy Building; Chain Link Fence at Synchrotron Building.

Public Hearing. Mr. Platt reported that a public hearing on the plans,
specifications and contract forms for the construction of the above projects
was held as advertised at 1:00 o'clock p.m. in Room 114, Beardshear Hall.
Present at the public hearing were: Messrs. Platt, Schaefer and Fitz-
patrick.

No objections were filed and no objectors appeared.

Report approved.

East and West Wings of a Swine Nutrition Laboratory - Bids. The following
bids for the construction of East and West Wings of a Swine Nutrition Lab-
oratory were publicly opened and read at 2:00 o'clock p.m.:

<table>
<thead>
<tr>
<th>Bid Security</th>
<th>Base Bid</th>
<th>Alternate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ringland-Johnson, Inc., Des Moines</td>
<td>$1650</td>
<td>$31,787</td>
</tr>
<tr>
<td>Kucharo Construction Co., Des Moines</td>
<td>1800</td>
<td>35,400</td>
</tr>
</tbody>
</table>

The foregoing bids were referred to the representatives of Iowa State Col-
lege for analysis and evaluation, their report and recommendations to be
presented later to the Building & Business Committee.
Chick Isolation and Testing Unit (Poultry Genetics Laboratory) - Bids.

The following bids for the construction of a Chick Isolation and Testing Unit (Poultry Genetics Laboratory) were publicly opened and read at 2:00 o'clock p.m.:

<table>
<thead>
<tr>
<th>Bid Security</th>
<th>Base Bid</th>
<th>Deduct</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ringland-Johnson, Inc., Des Moines</td>
<td>$1050</td>
<td>$19,946</td>
</tr>
<tr>
<td>Kucharo Construction Co., Des Moines</td>
<td>1200</td>
<td>23,880</td>
</tr>
<tr>
<td>Jas. Thompson &amp; Sons, Ames</td>
<td>1200</td>
<td>20,400</td>
</tr>
</tbody>
</table>

The foregoing bids were referred to the representatives of Iowa State College for analysis and evaluation, their report and recommendations to be presented later to the Building and Business Committee.

Hog House and Laboratory (Experimental Swine Farrowing House) - Bids. The following bids for the construction of a Hog House and Laboratory (Experimental Swine Farrowing House) were publicly opened and read at 2:00 o'clock p.m.:

<table>
<thead>
<tr>
<th>Bid Security</th>
<th>Base Bid</th>
<th>Deduct</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ringland-Johnson, Inc., Des Moines</td>
<td>$1350</td>
<td>$25,887</td>
</tr>
<tr>
<td>Kucharo Construction Co., Des Moines</td>
<td>1500</td>
<td>27,800</td>
</tr>
</tbody>
</table>

*If pen fronts and gates are omitted from contract and purchased and installed by Iowa State College, make this deduction.

The foregoing bids were referred to the representatives of Iowa State College for analysis and evaluation, their report and recommendations to be presented later to the Building and Business Committee.

Intercommunicating Systems, Metallurgy and Office and Laboratory Building - Bids. The following bids for the construction of an Intercommunicating System for the Metallurgy and Office and Laboratory Building were publicly opened and read at 2:00 o'clock p.m.:

<table>
<thead>
<tr>
<th>Item</th>
<th>Item 2</th>
<th>Furnishing</th>
<th>Installation</th>
<th>Total</th>
<th>Bid Check</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Sound Equipment Co., Des Moines, Iowa</td>
<td>$8,150</td>
<td>$750</td>
<td>$8900</td>
<td>$445</td>
<td></td>
</tr>
<tr>
<td>Midwest Visual Education Service, Ames, Iowa</td>
<td>$14,928.63</td>
<td>1000</td>
<td>$15,928.63</td>
<td>796.44</td>
<td></td>
</tr>
<tr>
<td>Alternate #1 (13,644.87) (1000)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alternate #2 (8,142.43) (1000)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LeCroy Radio Service, Des Moines</td>
<td>$10,346.95</td>
<td>3148.61</td>
<td>$13,495.56</td>
<td>674.78</td>
<td></td>
</tr>
<tr>
<td>Gulliver Sound System, Ames, Iowa</td>
<td>$7,068.50</td>
<td>500.00</td>
<td>$7,568.50</td>
<td>404.00</td>
<td></td>
</tr>
<tr>
<td>Alternates (7,578.50) (550.00) (8,128.50)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The various alternates tabulated were not specified but were modifications suggested by the bidders.
The foregoing bids were referred to the representatives of the Iowa State College for analysis and evaluation, their report and recommendations to be presented later to the Building and Business Committee.

Plant Introduction Station, Utility and Storage Building. Authorization was granted to proceed with the construction of a Utility and Storage Building to be erected on the Soil Conservation Nursery for use by the Plant Introduction Station for the storage of implements and for seed drying and storage. Estimated cost - $7,500, to be paid $5000 from Federal Funds and $2500 from budgeted funds of the Agricultural Experiment Station, work to be done by Physical Plant Department.

On motion, the report of the sub-committee of the Building and Business Committee of the meeting held on October 27, 1948, was approved and the actions ratified.

REPORT OF BUILDING AND BUSINESS COMMITTEE - MEETING HELD NOVEMBER 4, 1948.

The Building and Business Committee submitted the following report:

The Building and Business Committee of the State Board of Education met in Beardshear Hall, Iowa State College, Ames, Iowa, at 4:00 o'clock p.m., Thursday, November 4, 1948.

Present: Mrs. Kyseth, Mr. Carpenter and Mr. Dancer of the Committee, and Mr. Platt, Business Manager of Iowa State College.

Mrs. Kyseth presided and Mr. Dancer acted as secretary of the meeting.

Business pertaining to the Iowa State College was transacted, as follows:

East and West Wings of a Swine Nutrition Laboratory; Chick Isolation and Testing Unit; Hog House and Laboratory - Award of Contracts. Upon the recommendation of Mr. Platt the Committee awarded contracts for the construction of the above projects to Ringland-Johnson, Inc., Des Moines, Iowa, the low bidder, as follows, based on bids received October 27, 1948:

East and West Wings of a Swine Nutrition Laboratory $31,787.00
Chick Isolation and Testing Unit 19,946.00
Hog House and Laboratory 25,887.00

Secretary Dancer was authorized to execute contracts with Ringland-Johnson on the basis of these awards.

Intercommunicating Systems - Office and Laboratory Building and Metallurgy Building - Award of Contract. Since the low bid of Gulliver Sound System, Ames, Iowa, for this project, received on October 27, 1948, does not conform to specifications, Mr. Platt recommended the contract be awarded to the National Sound Equipment Company, Des Moines, Iowa, the second low bidder, on the basis of its base bid of $8,900.00.
Upon motion, which carried, Mr. Platt's recommendation was approved and Secretary Dancer was instructed to execute a contract with National Sound Equipment Company on the basis of the award.

Agronomy Building - Preliminary Plans. Preliminary plans for the Agronomy Building, prepared by the architectural firm of Dougher, Rich and Woodburn were approved. Authorization was granted to proceed with the preparation of final plans and specifications.

On motion, the report of the meeting of the Building and Business Committee held on November 4, 1948, was approved and the actions ratified.

POWER PLANT ALTERATIONS AND ADDITIONS - DIVISION I, TURBO-GENERATOR - CHANGE ORDER. The Building and Business Committee recommended that the following action taken by it on September 9, 1948, and ratified by the State Board of Education on September 14, 1948, be rescinded:

"Business Manager Platt was authorized to prepare and Secretary Dancer to sign a change order to the General Electric Company contract for furnishing and installing a turbo-generator at the power plant, this change order to provide for payment to the General Electric Company of 80% of the cost of the turbo-generator unit on a delivered price basis only instead of a payment of 65% as stipulated in the original contract."

On motion, the recommendation was approved and the action rescinded.

Upon the recommendation of the Building and Business Committee Change Order #1, dated September 13, 1948, to the contract with the General Electric Company for furnishing and installing a turbo-generator in the Power Plant (Division I), was approved and the secretary of the Board was authorized to sign it. Change Order #1 covers the following:

"1. You are authorized to make a request for payment of $19,828.00 which shall bring the total payment to you prior to completion of installation of the equipment of $82,098.00, and which represents a total payment to date of 90 per cent of $91,220.00, the equipment price delivered. The labor and supervision of erection payment shall be made upon completion of installation of the equipment and the final 10 per cent of the contract price shall be paid in accordance with the terms of the contract 'General Conditions Page 5, Section 22, Payments.'"
December 15-16, 1948 - Iowa State College

POWER PLANT ALTERATIONS AND ADDITIONS - DIVISION I, TURBO-GENERATOR - CHANGE ORDER. Upon the recommendation of the Building and Business Committee, Change Order #2, dated October 29, 1948, to the contract with the General Electric Company for furnishing and installing a turbo-generator in the Power Plant (Division I), was approved and the secretary of the State Board of Education was authorized to sign it. Change Order #2 authorizes an addition of $9,943.62 to the contract price, as provided in the terms of Contract GE-64196 Price Adjustment Clause.

POWER PLANT ALTERATIONS AND ADDITIONS - TRACK CHANGES - AGREEMENT WITH FORT DODGE, DES MOINES AND SOUTHERN RAILWAY COMPANY. Business Manager Platt submitted the following proposed agreement to be entered into with the Fort Dodge, Des Moines and Southern Railway Company regarding track changes and the installation of additional side track for coal deliveries at the Power Plant, and stated that the cost is estimated at $8,000:

THIS AGREEMENT dated this day of October, 1948, but actually agreed to in substance September 16, 1948, by and between the State of Iowa by the State Board of Education, party of the first part (hereinafter for convenience referred to as "The State"), and Fort Dodge, Des Moines and Southern Railway Company, a corporation of Iowa, party of the second part (hereinafter for convenience referred to as "The Company").

WITNESSETH, that

WHEREAS, the State has authorized a project contemplating certain improvements, changes and alterations in the Power Plant, located upon the grounds of and owned and operated by Iowa State College of Agriculture and Mechanical Arts, Ames, Iowa, which is rail served by the Company and

WHEREAS, the State has requested the Company to make changes in the location, elevation and otherwise in its tracks, switches, poles and grade as herein set forth,

NOW THEREFORE in consideration of the mutual agreements hereinafter set forth on the part of each party hereto, to be faithfully kept and observed by each of them, it is agreed as follows:

1. The Company will furnish all the labor and material except grade and ballast, and perform the work to
December 15-16, 1948 - Iowa State College Agreement (continued)

a. Construct approximately 800 feet of additional track, including two switch turnouts, to be a double end siding complete as shown between points "E" and "F" on the print attached hereto and made a part hereof, identified as Exhibit One.

b. Raise its main line track to the elevation shown on Exhibit One between points "A" and "B".

c. Raise siding as shown on Exhibit One between points "C" and "D".

2. The State will furnish the material necessary to construct the grade and place at the site at its sole expense and the Company will raise the track and place the material beneath its rails at a, b and c, described in paragraph 1 hereof.

3. The State will furnish all the ballast to complete the work described herein and if it is necessary for the Company to transport any ballast the State will pay for the same and the cost of transportation and unloading and any other expense incurred by the Company by reason thereof.

4. If, during the progress of the work, delays are incurred through no fault of the Company, requiring payment of overtime by the Company to its employees, the State will reimburse the Company the actual amount paid.

5. The State will pay the Company its actual costs incurred in the performance of the work, which shall include labor and material furnished as required by Exhibit One and this agreement, in accordance with monthly statements rendered by the Company within a reasonable time after audit and found to be correct. The words "actual cost" mean all payments for labor, material, supplies, Railroad Retirement Tax, Unemployment Tax, 10% of labor for accounting and any other reasonable and proper expenses incurred by the Company in completion of this contract and as shown by Exhibit One plus 15% on materials to cover freight and handling.

Upon the recommendation of the Building and Business Committee the proposed agreement was approved, and the secretary of the State Board of Education was authorized to sign it.

MAJOR REPAIRS AND ALTERATIONS - HARD SURFACE TENNIS COURTS - CHANGE ORDER.

Upon the recommendation of the Building and Business Committee, Change Order #2 to the contract with the Mayer Paving Company for the construction of hard surface tennis courts, was authorized, the changes covered by it being as follows:

1. Add: 750 sq. ft. of area to be treated at 45¢ per sq. ft. $337.50

2. Furnish and install eight sets of net posts at $23 per set 184.00
3. Extra concrete required for change in net post locations $ 85.00

4. Deduct: For the omission of 1100 lineal feet of concrete curb as specified and the substitution thereof of a 2 x 6 wood curbing at $1.00 per lineal foot

\[
\text{Total net DEDUCTION} = 1,100.00
\]

$ 493.50

The effect of this change will make the net contract price for the eight courts $28,382.50.

MAJOR REPAIRS AND ALTERATIONS - HARD SURFACE TENNIS COURTS - ACCEPTANCE.

Business Manager Platt reported that on October 30, 1948, Ben W. Schaefer, Superintendent of the Physical Plant Department, and Fred Jaencke, Superintendent for the Mayer Paving Company inspected the eight hard surface tennis courts and found that the contractor, the Mayer Paving Company of Chicago, Illinois, had completed the work in accordance with the plans and specifications and contract documents.

Upon the recommendation of the Building and Business Committee, the tennis courts were accepted from the Mayer Paving Company as of this date, December 16, 1948, and final payment was authorized in accordance with Chapter 573, 1946 Code of Iowa.

HANCOCK COUNTY FARM (Crystal Lake) - AGREEMENT WITH IOWA STATE COLLEGE ALUMNI ASSOCIATION. The Building and Business Committee recommended approval of a memorandum of understanding between the Iowa State College Alumni Association and the Iowa State College relative to the disposal of the Crystal Lake farm in Hancock County, Iowa, and the disposition of the funds received from the sale. In general, the Alumni Association is to receive its initial investment in the farm, and the College is to receive reimbursement from the sale to the extent of the improvements made to the property and paid for from Experiment Station Funds. All receipts over and above these amounts are to be divided equally between the College and the Alumni Association.
December 15-16, 1948 - Iowa State College
Crystal Lake Farm (continued)

Mr. Louden moved that the proposed memorandum of understanding between the
Iowa State College Alumni Association and the Iowa State College, relative to
the disposal of the Crystal Lake farm be approved. The motion was seconded and
on roll call the vote was, as follows:

Aye: Mrs. Houghton and Mrs. Kyseth and Messrs. Carpenter, Hall, Louden,
Plock, Rupe and Shull.

Nay: None.

Absent: Mr. Gillette.

The chairman declared the motion passed.

VETERINARY RESEARCH INSTITUTE - ISOLATION BUILDING. The Building and Business
Committee recommended that the State Board of Education authorize the Department
of Agricultural Engineering to prepare plans and specifications for the construc­
tion of an Isolation Building for the Veterinary Research Institute, the cost
to be paid from the current expense funds of the Veterinary Research Institute.
Funds for the building are not available at this time, but it is possible that
balances can be made available in the Spring.

On motion, the recommendation was approved and the entire matter was re­
ferred to the Building and Business Committee with power to act.

ANKENY FARM - POULTRY RESEARCH BUILDING. The Building and Business Committee
reported it had approved a recommendation of Business Manager Platt and author­
ized the combining and remodeling of five 20' x 45' powder storage warehouses
on the Ankeny Farm into a single structure to be used for research in poultry,
at an estimated cost of $15,000 to be paid from Sales Income Fund of the Agri­
cultural Experiment Station. Since it is primarily a moving and remodeling job,
the College was authorized to use the Ankeny Farm forces during the winter, sup­
plemented by some outside labor and the services of a house mover.
On motion, the action of the Building and Business Committee was approved and ratified, and the entire matter was referred to that committee with power to act.

LINDEN HALL - PAYMENT OF ARCHITECT'S FEE. The Building and Business Committee recommended that Dougher, Rich and Woodburn, Architects, be paid an amount that would make the total payments to date three per cent (3%) of $1,250,000, the estimated cost of Linden Hall, a dormitory for women. On motion, the recommendation was approved and the payment authorized.

TENANT PROPERTY - LEASE. It was moved that the State Board of Education approve a lease entered into with Wm. A. Schworm for the Horticulture Cottage covering the period from November 15, 1948, to July 1, 1949, at a rental of $.35 a month. The motion was seconded and on roll call the vote was, as follows:


Nay: None.

Absent: Mr. Gillette.

The chairman declared the motion passed.

SYNCHROTRON BUILDING - GENERAL CONTRACT - CHANGE ORDER. The Building and Business Committee reported that it had approved Change Order #1, dated November 10, 1948, issued to the Kucarho Construction Company, general contractor for the Synchrotron Building, providing for an addition of $4,235.00 to the contract price for the substitution in specified areas of Natco Glazed Vitritile for face tile originally specified. On motion, the action of the Building and Business Committee was approved and ratified.

DEED OF RIGHT-OF-WAY (EASEMENT) - IOWA PASTURE IMPROVEMENT PROJECT, DECATUR COUNTY. The following Deed of Right-of-Way (Easement) was submitted:
The United States of America, acting by and through the Regional Conser-

vator, Soil Conservation Service, United States Department of Agriculture, pursu-
ant to Title III of the Bankhead-Jones Farm Tenant Act, and under authority duly
delegated by the Secretary of Agriculture (hereinafter referred to as the "Unit-

ed States"), does hereby grant and convey to Decatur County, Iowa, acting by and
through the County Board of Supervisors, (hereinafter referred to as the
"Grantee"), a right-of-way over and across the following described lands in the

Iowa Pasture Improvement Project IA-10-2, in Decatur County, State of Iowa, as
shown on the attached plat marked Exhibit "A":

Beginning at the Northwest Corner Section 21, T67N., R24W., thence
North 55 feet, thence East 461.9 feet, thence South 5 feet, thence
East 865.6 feet, thence South 95 feet, thence West 751.6 feet, thence
South 5 feet, thence West 575.9 feet, thence North 50 feet to the
point of beginning. Containing 1.02 acres more or less exclusive of
the present established highway.

Also:
Beginning at the North East Corner of Section 20 T67N., R24W., thence
South 45 feet, thence West 750.7 feet, thence Northwesterly 593.5 feet
along a 1477.5 foot radius curve concave northerly thence North 99.5
feet, thence Southeasterly 594.85 feet along a 1387.5 foot radius curve
concave Northerly, thence East 412.6 feet, thence North 5 feet thence
East 338.1 feet, thence South 50 feet to the point of beginning. Con-
taining 0.78 acres more or less exclusive of the present established
highway.

for the purpose of widening and rock-surfacing the present county road.

1. In the event the Grantee fails to use the property as hereinabove provided
within a reasonable time from the date hereof, or in the event the Grantee
shall violate any of the provisions of this instrument, the United States
may terminate this instrument by giving to the Grantee notice in writing
(60) days in advance of such termination, and the rights hereby granted
shall thereupon terminate.

2. The United States does not warrant the title to any of said lands, and the
rights and privileges herein granted shall be subject to any mineral reser-
vation or other rights now outstanding in third persons.

3. The rights and privileges hereby granted shall not be assigned by the Gran-
tee without the written consent of the United States.

4. The Grantee shall take all reasonable precautions to prevent and suppress
fires and to control excessive soil erosion.

5. The Grantee shall be liable for any damage resulting to the United States
from the use of the property by the Grantee, and shall save and hold the
United States harmless from any and all claims for damages by third parties
from the use of the property by the Grantee.

6. Upon the revocation or termination of this instrument, the Grantee may, with-
in a reasonable period to be determined by the Regional Conservator of the
Soil Conservation Service, remove all structures which have been placed on the premises by the Grantee, but upon failure to remove the structures within that period they shall become the property of the United States.

7. The United States reserves unto itself, its nominees and assigns the right to use any part of said lands for any purpose, provided such use (except in the case of prospecting for, mining, saving and removing material determined to be peculiarly essential to the production of fissionable material) does not interfere with the rights and privileges hereby granted.

8. The United States reserves to itself and its assigns all coal, oil, gas, and other minerals, including all uranium, thorium, and all other materials determined pursuant to Section 5(b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761), to be peculiarly essential to the production of fissionable material; also including sand, gravel, stone, clay, and similar materials, together with the usual mining rights, powers, and privileges, including the right, at any and all times, to enter upon the land and use such parts of the surface as may be necessary in prospecting for, mining, saving and removing said minerals or materials. Provided, however, that the Grantee may use such quantities of sand, gravel, stone, clay, and similar materials as may be required in connection with the use herein granted.

9. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this instrument or to any benefit to arise thereupon. This provision shall not be construed to extend to this instrument if made with a corporation for its general benefit.

10. In the performance of his obligations under the right-of-way, the Grantee shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin and shall include a provision in each subcontract entered into in connection with the performance of his obligations under this right-of-way whereby the contractor agrees that he will not discriminate against any of his employees or applicants to him for employment because of race, creed, color, or national origin.

11. The Grantee will assume responsibility for and expense of moving of any fences, buildings, or other structures as might be made necessary by his carrying out the objective for which this deed of right-of-way is granted.

12. The Grantee shall comply in all respects with any and all rules and regulations, now in effect or hereinafter promulgated by the United States, governing said project or the use of the property hereinabove described.

13. This right-of-way shall be subject to such easements and rights-of-way upon, across, and through said lands and improvements as may have been heretofore granted by the United States or its predecessors in title or which may hereafter be granted, and shall be subject, further, to the right of duly authorized officials to inspect the premises, or any part thereof, at all reasonable hours, and as often as they may deem necessary in the performance of their official duties in respect to such premises.

14. The Grantee agrees to dispose of all brush and refuse resulting from the clearing of lands for the purpose of widening and rock-surfacing the present county road.
15. The Iowa State College of Agriculture and Mechanic Arts and the Iowa State Board of Education join in the execution of this instrument for the sole and only purpose of releasing and assigning any rights in the within described lands for the purpose herein set forth, which it may have by virtue of a certain cooperative and license agreement made and entered into by and between the United States of America and the Iowa State College of Agriculture and Mechanic Arts and the Iowa State Board of Education and executed by H. A. Wallace, Secretary of Agriculture on behalf of the United States of America on the 31st day of January, 1939, which bears Contract No. A-SC-412.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of dates indicated.

It was moved that the foregoing Deed of Right-of-Way be approved and the secretary of the State Board of Education authorized to sign it, subject to approval by the Executive Council of Iowa. The motion was seconded and on roll call the vote was, as follows:


Nay: None.

Absent: Mr. Gillette.

The chairman declared the motion passed.

PERMANENT ENDOWMENT FUND - DAVIS FARM (Loan #1178 - EASEMENT. Business Manager Platt reported that the Corn Belt Power Cooperative of Humboldt, Iowa, an R. E. A. power and transmission cooperative serving central Iowa, plans to construct high voltage transmission lines throughout its system and that one of the lines would be on the so-called Davis Farm (Loan #1178) located in Hardin County, Iowa, and sold under contract to Roscoe H. and Ruth E. Cain, husband and wife. (See Board minutes of April 18, 1946.) The Corn Belt Power Cooperative has requested that a right-of-way easement be granted by the original owner, as well as the contract owner.

It was moved that the secretary of the State Board of Education request the Executive Council of Iowa to grant a right-of-way easement to the Corn Belt
Power Cooperative of Humboldt, Iowa, on the so-called Davis Farm. The motion was seconded and on roll call the vote was as follows:


Nay: None.

Absent: Mr. Gillette.

The chairman declared the motion passed.

EASEMENT - CITY OF AMES. Business Manager Platt submitted the following proposed easement, and the Building and Business Committee recommended that it be granted:

The State Board of Education for and in consideration of the conditions as herein contained, does hereby grant to the City of Ames, Iowa, a municipal corporation, the right to enter upon and across the property of the State of Iowa known as Iowa State College, and the right to construct, re-construct, operate and maintain a power sub-station on said land, said sub-station being located on the land described as follows:

Commencing at a point thirty-three (33) feet North and two hundred ninety-seven feet (297) West of the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section thirty-three (33), Township eighty-four (84) North, Range twenty-four (24) West of the Fifth P.M., Story County, Iowa, thence North fifty (50) feet, thence East fifty (50) feet, thence South fifty (50) feet, and thence West fifty (50) feet to the place of beginning.

The foregoing right is granted upon the following expressed conditions, to-wit:

1. That the right is granted only so long as the said City operates and maintains said power sub-station after its installation.

2. That the City of Ames will assume liability for all damage to the property of the State of Iowa known as Iowa State College, caused by the city's failure to use due care in its exercise of the granted right.

3. That this easement is not assignable.

It was moved that the foregoing easement be approved and that the secretary of the State Board of Education be authorized to sign it, subject to approval by the Executive Council. The motion was seconded and on roll call the vote was, as follows:

Nay: None.

Absent: Mr. Gillette.

The chairman declared the motion passed.

5TH WING TO CHEMISTRY BUILDING (Atomic Energy Commission) - NAME - RESEARCH BUILDING. Upon the recommendation of the Building and Business Committee, the name of the 5th Wing to the Chemistry Building being constructed by the Atomic Energy Commission was changed to Research Building.

LEASE - SITE FOR RESEARCH BUILDING (5th WING TO CHEMISTRY BUILDING). At the meeting on February 10, 1948, the State Board of Education authorized negotiations to lease to the United States Government for 99 years the necessary site for a 5th wing of the present Chemistry Building, the lease to be similar to that entered into for the site for the Metallurgy Building and to be submitted to the Board at a later date for approval.

Business Manager Platt and the Building and Business Committee recommended that the following proposed lease, No. W 25 075 Eng-9170, be approved:

1. THIS LEASE, made and entered into this 16th day of November, in the year one thousand nine hundred and forty-eight by and between THE STATE BOARD OF EDUCATION OF THE STATE OF IOWA, FOR THE USE AND BENEFIT OF IOWA STATE COLLEGE OF AGRICULTURE AND MECHANIC ARTS, whose address is State Board of Education, State House, Des Moines, Iowa, and whose interest in the property hereinafter described is that of Owner for itself, its successors, and assigns, hereinafter called Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned convenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz:

Tract A. A tract of land in the Northeast Quarter of Section Four (4), Township Eighty-three (83) North Range Twenty-four (24) West of the 5th P.M., Story County, Iowa, described as follows: Beginning with the
December 15-16, 1948 - Iowa State College

Lease (continued)

center of Section 4 as the base point, thence North on the center line of said Section 178 feet, thence at an angle of 90 degrees 43 minutes 30 seconds Southeast 79.54 feet to point of beginning; thence continuing on said line an additional 263.33 feet, thence at an angle of 89 degrees, 52 minutes South 143.5 feet, thence at an angle 90 degrees, 8 minutes West 263.33 feet, thence at an angle of 89 degrees 52 minutes North 143.5 feet to point of beginning.

Tract B. A rectangular tract of land immediately South and adjacent to Tract A above described, being 263.33 feet from West to East and 22.5 feet from North to South.

Tract C. A rectangular tract immediately South and adjacent to Tract B above described, being 263.33 feet from East to West and 27.5 feet from North to South, (which tract is located partly in Northeast Quarter and partly in Southeast Quarter of Section 4, Township 83 North, Range 24 West of 5th P.M., Story County, Iowa),

for use by the Atomic Energy Commission and other Governmental purposes. The tracts of land above described are referred to in a plat attached hereto and by this reference made a part hereof. The Lessor hereby grants to the Lessee an easement to construct at its own expense a tunnel through the property owned by Lessor connecting the building to be erected by Lessee on Tracts A and B described above and the building which has been constructed by Lessee on premises covered by United States Government Lease No. W 25 075 Eng-7653 described as follows:

A tract of land in the Northeast Quarter (NE¼) of Section 4, Township 83 North, Range 24 West of the 5th Principal Meridian, in Story County, Iowa, described as follows: Commencing at a point which is 178 feet North and 426.7 feet East of the center of said Section 4, Township 83 North, Range 24 West of the 5th Principal Meridian, thence South 166 feet, thence East 270 feet, thence North 166 feet, thence West 270 feet to the place of beginning, containing 1.028 acres of land, more or less, together with the right of access at all times to said land over and across other land of Lessor. The easement granted hereunder shall terminate contemporaneously with the termination of Lessee's rights to land leases hereunder.

The tracts of land above described are referred to in a plat attached hereto and by this reference made a part hereof.

3. TO HAVE AND TO HOLD the said premises for the term beginning January 1, 1949 through June 30, 1949, provided that, unless and until the Government shall give notice of termination in accordance with provision 6 hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond June 30, 2048.

4. The Government shall pay the Lessor rent at the following rate: One Dollar ($1.00) for the term of this lease and all renewals thereof, the receipt and sufficiency of which is hereby acknowledged.
5. The Government shall have the right, during the existence of this lease, to attach fixtures, and erect structures or signs, in or upon the premises hereby leased, which fixtures and structures, or signs, so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government, except as otherwise provided for under the terms of this lease.

6. The Government may terminate this lease at any time by giving thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.

7. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at State House, Des Moines, Iowa, and if given by the Lessor shall be addressed to the Division Engineer, Missouri River Division, P.O. Box 1216, Omaha, Nebraska.

8. The Lessor warrants that he has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the lease, or, in its discretion, to deduct from the rental the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by lessors upon contracts or leases secured or made through bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business.

9. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

10. Lessor agrees that it will remove such portions of the buildings on Tracts A and B above described as it may desire to retain prior to the erection of any building by the Government on the said property; portions of the buildings on Tracts A and B above described not removed by Lessor shall be removed by the Government at its expense and salvage shall belong to the Government.

11. The Lessor hereby reserves the buildings now on Tract C of the premises above described with the right to use said buildings in their present location and the land adjacent thereto until such time as Lessor may have funds available and be in a position to remove said buildings from said leased premises. Lessor agrees that it will remove said buildings on Tract C above described without expense to Lessee.

12. The parties hereto agree with respect to Tract B and Tract C above described that said premises will be used by the Lessor for parking and service to the building to be erected by the Lessee on Tract A above described. In event the Lessee or the Lessor desire to use Tract B and Tract C for any purposes other than as specified in the preceding sentence, the parties hereto agree that they will consult each with the other for the purpose of mutually agreeing upon the uses which shall be made of said tract.

13. In event Lessor shall desire to construct a building on Tract C as part of the educational facilities of Iowa State College, Lessor shall have the
right to cancel this lease as to Tract C above described by giving six (6) months' notice in writing to the Lessee, provided that Lessor shall reimburse Lessee for the unamortized cost of improvements which have been made thereon, using ten years from the date of construction of improvements as the period within which said costs are to be amortized. Termination of this lease with respect to Tract C shall in no way alter the terms and provisions of this lease with respect to the remaining premises described in this lease.

14. The Lessor further reserves and shall have the right to enter upon the premises at all reasonable times for the purpose of maintaining, servicing, installing and extending the presently existing or future constructed water, sewer, gas, power and other utility lines under, over and across the said premises.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

STATE BOARD OF EDUCATION OF THE STATE OF IOWA
BY
President Lessor

THE UNITED STATES OF AMERICA
By
W. R. Goodall, Jr.
Corps of Engineers
Contracting Officer

The following resolution was submitted:

BE IT RESOLVED that a proposed lease between the State Board of Education of the State of Iowa, for the use and benefit of the Iowa State College of Agriculture and Mechanic Arts, as Lessor, and the United States of America, as Lessee, dated November 16, 1948, covering the period from January 1, 1949, through June 30, 1949, with an option to the Lessee to renew said lease annually until June 30, 2048, without further notice, covering tracts of land described as follows:

Tract A. A tract of land in the Northeast Quarter of Section Four (4), Township Eighty-three (83) North Range Twenty-four (24) West of the 5th P.M., Story County, Iowa, described as follows: Beginning with the center of Section 4 as the base point, thence North on the center line of said Section 178 feet, thence at an angle of 90 degrees 43 minutes 30 seconds Southeast 79.54 feet to point of beginning; thence continuing on said line an additional 263.33 feet, thence at an angle of 89 degrees, 52 minutes South 143.5 feet, thence at an angle of 90 degrees, 8 minutes West 263.33 feet, thence at an angle of 89 degrees 52 minutes North 143.5 feet to point of beginning.

Tract B. A rectangular tract of land immediately South and adjacent to Tract A above described, being 263.33 feet from West to East and 22.5 feet from North to South.
Tract C. A rectangular tract immediately South and adjacent to Tract B above described, being 263.33 feet from East to West and 27.5 feet from North to South (which tract is located partly in Northeast Quarter and partly in Southeast Quarter of Section 4, Township 83 North, Range 24 West of 5th P.M., Story County, Iowa),
to be used as a site for the erection of a building (Research Building) for use by the Atomic Energy Commission and other governmental purposes; and a proposed easement whereby the Lessor grants to the Lessee the right to construct at its own expense a tunnel through the property owned by Lessor connecting the building to be erected by Lessee on Tracts A and B described in this resolution and the building constructed by Lessee on premises covered by United States Government Lease No. W 25 075 Eng-7653 described as follows:

A tract of land in the Northeast Quarter (NE\(\frac{1}{4}\)) of Section 4, Township 83 North, Range 24 West of the 5th P.M., in Story County, Iowa, described as follows: Commencing at a point which is 178 feet North and 426.7 feet East of the center of said Section 4, Township 83 North, Range 24 West of the 5th P.M., thence South 166 feet, thence East 270 feet, thence North 166 feet, thence West 270 feet to place of beginning, containing 1.028 acres of land, more or less,
together with the right of access at all times to said land over and across other land of Lessor, the easement granted hereunder terminating contemporaneously with the termination of Lessee's rights to land leases hereunder; and providing for the consideration of One Dollar ($1.00) for the term of the lease, other terms and conditions of said lease being more particularly designated in said lease, be and the same is hereby approved; and,

BE IT FURTHER RESOLVED, that the President of the State Board of Education of the State of Iowa be and he is hereby authorized and directed to execute said proposed lease for and on behalf of the State Board of Education of the State of Iowa, subject to approval by the Executive Council of Iowa.

It was moved that the resolution be adopted. The motion was seconded and on roll call the vote was, as follows:


Nay: None.

Absent: Mr. Gillette.

The chairman declared the resolution adopted.

NURSERY SCHOOL AND NURSERY SCHOOL ANNEX - BUILDINGS - SALE AND REMOVAL.
The Building and Business Committee reported that on December 14, 1948, at two o'clock p.m., only one bid was received for the removal of the Nursery School
and Nursery School Annex Buildings; that being submitted by the American Lumber
and Wrecking Company of Des Moines, Iowa.

Upon the recommendation of the Building and Business Committee a contract
was awarded to the American Lumber and Wrecking Company, Des Moines, Iowa, for
the sale and removal from the campus of the Nursery School and the Nursery
School Annex Buildings, on the basis of that firm's bid of $310.00 to be paid
the Owner; and the secretary was authorized to execute a contract on behalf of
the State Board of Education.

SIXTH STREET EXTENSION - ROAD CONSTRUCTION - CONTRACT FOR BRIDGE. At the
meeting held on June 28-29, 1948, the State Board of Education approved a Mem-
orandum of Agreement regarding Sixth Street Extension.

The Building and Business Committee reported that it had approved plans
for the location of the Sixth Street Extension through the campus and the road
construction; and that Story County and the City of Ames had awarded a contract
for the construction of a bridge over Squaw Creek at a price of $87,860.98,
Story County to pay $50,000.00 and the City of Ames to pay $37,860.98.

On motion, the report of the Building and Business Committee was approved
and the action ratified.

SIXTH STREET EXTENSION - LICENSE AGREEMENT WITH CHICAGO AND NORTHWESTERN RAIL-
WAY COMPANY. On motion, Business Manager Platt was authorized to negotiate
a right-of-way license agreement with the Chicago and Northwestern Railway Com-
pany permitting the use of the overflow bridge as an underpass.

CAPITAL APPROPRIATION - RE-ALLOCATION. On May 11, 1948, the State Board of
Education ratified the action taken by the Building and Business Committee on
April 22, 1948, re-allocating funds for Capital Improvements.
December 15-16, 1948 - Iowa State College
Re-allocation of funds (continued)

Upon the recommendation of the Building and Business Committee, the funds appropriated by the 51st and the 52nd General Assemblies for Capital Improvements were re-allocated as follows:

Funds Available

<table>
<thead>
<tr>
<th>Funds Available</th>
<th>51st General Assembly Appropriation</th>
<th>52nd General Assembly Appropriation</th>
<th>Allocation Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical Engineering Building</td>
<td>$900,000.00</td>
<td>$2,297,500.00</td>
<td>$916,409.00</td>
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<tr>
<td>Agronomy Building</td>
<td>750,000.00</td>
<td>750,000.00</td>
<td>750,000.00</td>
</tr>
<tr>
<td>Science Building</td>
<td>900,000.00</td>
<td>916,008.95</td>
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<tr>
<td>Power Plant</td>
<td>400,000.00</td>
<td>400,000.00</td>
<td>400,000.00</td>
</tr>
<tr>
<td>Veterinary Diagnostic Laboratory</td>
<td>200,000.00</td>
<td>200,000.00</td>
<td>200,000.00</td>
</tr>
<tr>
<td>Unallocated</td>
<td>63,508.95</td>
<td>47,099.95</td>
<td>63,508.95</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$3,213,508.95</td>
<td>$3,213,508.95</td>
<td>$3,213,508.95</td>
</tr>
</tbody>
</table>

ELECTRICAL ENGINEERING BUILDING - LIGHTING FIXTURES. The Building and Business Committee reported that it had authorized the publication of a notice of public hearing and an advertisement for bids for lighting fixtures for the Electrical Engineering Building, the date to be determined by Messrs. Platt and Dancer. On motion, the action of the Building and Business Committee was ratified.

INTERCOMMUNICATING SYSTEMS - OFFICE AND LABORATORY BUILDING AND METALLURGY BUILDING - CHANGE ORDER. The Building and Business Committee reported that it had authorized the issuing of Change Order #1, dated November 8, 1948, to the National Sound Equipment Company, Des Moines, Iowa, authorizing the reduction of the number of hand sets to 15 and the deduction of $395.00 from the contract price for the Intercommunicating Systems for the Office and Laboratory Building and the Metallurgy Building. On motion the action of the Building and Business Committee was ratified.

SYNCHROTRON BUILDING - PLUMBING AND HEATING CONTRACT - CHANGE ORDER. The Building and Business Committee reported it had authorized the issuing of Change
Order #1, dated December 3, 1948, to Mechanical Constructors, Inc., Davenport, Iowa, authorizing the re-routing of the 6" sanitary sewer, and thereby increasing its length 100', and the addition of $318.00 to the contract price. On motion, the action of the Building and Business Committee was ratified.

OFFICE AND LABORATORY BUILDING (Physics-Chemistry Addition) - ELECTRICAL CONTRACT - CHANGE ORDER. The Building and Business Committee reported it had authorized the issuing of Change Order #3, to the Heinze Electric Company, Cedar Rapids, Iowa, authorizing the furnishing of labor and material necessary to complete the electrical installation in connection with the laboratory equipment in the Office and Laboratory Building in accordance with that firm's proposal of December 3, 1948, and the addition of $1,540.89 to the contract price. On motion, the action of the Building and Business Committee was ratified.

OFFICE AND LABORATORY BUILDING - INSTALLATION OF EQUIPMENT. Upon the recommendation of the Building and Business Committee, the Physical Plant Department was authorized to prepare plans and specifications for the plumbing work necessary for the installation of laboratory equipment in the Office and Laboratory Building; the secretary was authorized to advertise for bids; and the entire matter was referred to the Building and Business Committee with power to act.

VETERANS ADMINISTRATION - AUDIT - EMPLOYMENT OF ATTORNEY. Secretary Dancer reported that the Attorney General of Iowa had employed the firm of Whitfield, Musgrave, Selvy and Fillmore, Attorneys, to assist the State Board of Education and the Iowa State College in a study and reply to an audit recently made by the United States General Accounting Office relating to alleged overpayments to the College by the Veterans Administration.
The following business pertaining to the State Sanatorium was transacted on December 16, 1948:

DUPLEX RESIDENCES - UTILITIES - CHANGE ORDER. The Building and Business Committee reported it had authorized the issuing of Change Order #2 to Carstens Brothers, Ackley, Iowa, authorizing an addition of $101.36 to the contract price for the installation of Outside Utilities. This addition covers the cost of material and labor for extra work due to changes made in the gas service hook-up at the request of the Iowa-Illinois Gas Company. On motion, the action of the Building and Business Committee was ratified.

EMPLOYEES' BUILDING - ELECTRICAL CONTRACT - CHANGE ORDER. The Building and Business Committee reported it had authorized the issuing of Change Order #1, dated November 23, 1948, to the Cedar Rapids Electric Supply Company, electrical contractor for the Employees' Building, authorizing an addition of $54.00 to the contract price for light fixtures selected. On motion, the action of the Building and Business Committee was ratified.

DUPLEX RESIDENCES - ACCEPTANCE. The Building and Business Committee reported that on the dates indicated, representatives of the State Sanatorium, the Architects, and the Contractors, had inspected the work done by the following contractors in connection with the Duplex Residences, and found that the contracts had been completed in accordance with the plans and specifications and contract documents:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Work</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Iowa Electric Light and Power Co.</td>
<td>Outside Electrical Service</td>
<td>11/5/48</td>
</tr>
<tr>
<td>Hennessey Brothers</td>
<td>Grading</td>
<td>9/13/48</td>
</tr>
<tr>
<td>Mechanical Constructors, Inc.</td>
<td>Plumbing and Heating</td>
<td>11/18/48</td>
</tr>
<tr>
<td>Heinz Electric Company</td>
<td>Electrical</td>
<td>11/18/48</td>
</tr>
<tr>
<td>Carstens Brothers</td>
<td>Outside Utilities</td>
<td>11/18/48</td>
</tr>
<tr>
<td>Carstens Brothers</td>
<td>Drainage</td>
<td>11/22/48</td>
</tr>
<tr>
<td>W. A. Mattson Company</td>
<td>General Construction</td>
<td>12/6/48</td>
</tr>
</tbody>
</table>
December 15-16, 1948 - State Sanatorium
Acceptance of Work (continued)

It was moved that the work done under contract by the foregoing contractors in connection with the construction of the Duplex Residences be accepted as of this date, December 16, 1948, and payment of the final estimates authorized in accordance with Chapter 573, 1946 Code of Iowa. The motion was seconded and passed.

RELOCATION OF ROAD - CONTRACT - ACCEPTANCE OF WORK. The Building and Business Committee reported that Mickle and Ross Construction Company had completed its contract for the construction of a road through the grounds of the State Sanatorium, that the road had been inspected by Albert Betz, for the State Sanatorium, L. L. Clements, of the State Highway Commission, and Harold Monk, of the County Engineer's Office who found that the work had been completed in accordance with the plans and specifications and the contract documents. On motion, the road was accepted. (The contract was awarded by the State Highway Commission. See Board minutes of September 14, 1948.)

HOSPITAL ADDITION (Buildings 49, 50, 51, 52) - PLANS AND SPECIFICATIONS. The Building and Business Committee reported it had approved final plans and specifications for the Hospital Addition (Building 49 - Library; Building 50 - Auditorium and Clinic; Building 51 - Surgery; Building 52 - Patient Wing Service Entrance) and had authorized the secretary of the State Board of Education to publish the necessary notice of public hearing and to advertise for bids. On motion, the action of the Building and Business Committee was ratified.

HOSPITAL ADDITION - ARCHITECTS' FEE. The Building and Business Committee recommended that an estimate of $419,840, plus Building 52 - Patient Wing Service Entrance, be used as a base for the architects' fee for the Hospital Addition due upon completion of plans and specifications. On motion the recommendation was approved.
SEWAGE TREATMENT PLANT - CONTRACT WITH STATE UNIVERSITY. The Building and Business Committee submitted the following proposed contract between the State University of Iowa and the State Sanatorium, with reference to the Sewage Treatment Plant located at the State Sanatorium, and recommended that it be approved:

WHEREAS the Administration of the Oakdale Sanatorium desires expert advice and help in the operation and maintenance of the Sewage Treatment Plant located at the Oakdale Sanatorium, and

WHEREAS the State University of Iowa Department of Health desires to cooperate and assist the Administration of the Oakdale Sanatorium in such operation and maintenance

NOW THEREFORE, it is agreed that the Administration of the Oakdale Sanatorium shall:

1. Retain the University department of Health as consultant and supervisor on the operation of the Sewage Treatment Plant at the Oakdale Sanatorium. The Oakdale Sanatorium shall remit to the University Business Office $100 annually beginning September 1, 1949, for such services and in addition thereto transportation expenses for the representative of the University department of Health from Iowa City and return.

2. Retain full responsibility for the operation of the Sewage Treatment Plant at Oakdale Sanatorium.

3. Employ only such operators as are recommended or approved by the University Department of Health.

4. Submit all plans for new equipment, changes in plant, etc., to the University Department of Health for approval prior to issuing orders for the same, and not permit the covering of any such work without first being inspected by a representative of the University Department of Health.

5. Purchase necessary laboratory equipment and chemicals for plant control tests at Oakdale Sanatorium as recommended by the University Department of Health and approved by the Oakdale Sanatorium Administration.

6. Permit the Oakdale Sewage Treatment Plant to be used for educational work or research if done under the direction of or with the permission of the University Department of Health.

7. Inform the University Department of Health in writing of approval, rejection, or deferral of recommendations submitted by it.

The State University of Iowa Department of Health shall act in the capacity of technical consultant and advisor by:

1. Recommend or approve Sewage Treatment Plant Operators.

2. Direct and supervise the work of such sewage plant operators in accordance with agreed procedures.
3. Recommend operational and treatment procedures.

4. Forward to the Oakdale Administration such suggestions or recommendations as may be called to its attention by representatives of the State Department of Health.

5. Distribute monthly reports to the Administration at Oakdale, State Department of Health, Oakdale Sewage Plant file, and the University Department of Health file.

6. Set up and maintain a file at the Sewage Treatment Plant which shall be available to the Oakdale Administration, Sewage Plant Operator, and representatives of the State Department of Health. Such file shall include available blue prints on plant design, equipment, available catalogues or operation manuals for equipment, reports of plant operation, inspection reports, and any other literature or written material having a bearing on sewage treatment at Oakdale.

7. Inspect and approve repair, maintenance, and construction work.

These arrangements may be modified or discontinued on suitable written notice from the administration of the Sanatorium or the University.

On motion, the foregoing contract was approved and President Hancher was authorized to sign it for the State University and Superintendent Spear for the Sanatorium.

SURVEY OF POWER PLANT AND UTILITIES - CONTRACT WITH STANLEY ENGINEERING COMPANY.

On August 13, 1948, the Building and Business Committee authorized a contract with the Stanley Engineering Company, Muscatine, Iowa, for studies and report on the utility system at the State Sanatorium at a contract price of $750.00. (See Board minutes of September 14, 1948.)

The Building and Business Committee recommended that the contract with the Stanley Engineering Company be amended to include the following:

"To prepare and furnish 4 maps of electric distribution system, steam heating system, water system, sewer system . . . . . . . . $600.00"

On motion, the recommendation was approved and the amendment to the contract with the Stanley Engineering Company was adopted.
The following business pertaining to the Iowa State Teachers College was transacted on December 16, 1948:

RESIGNATION. Upon the recommendation of President Price and the Faculty Committee, the resignation of Dr. Gordon Ellis, dean of men, was accepted effective January 1, 1949. He has accepted a position at the University of North Carolina.

PROMOTION. Upon the recommendation of President Price and the Faculty Committee, Dr. Paul F. Bender, professor in the Department of Physical Education for Men was promoted to Dean of Men at a salary of $5,500 a year, twelve months' basis, effective as of November 29, 1948.

STATEMENT OF COLLEGE OBJECTIVES. Upon the recommendation of President Price and the Faculty Committee, the following Statement of College Objectives was approved and President Price was authorized to include it in the next issue of the catalogue:

1. Pre-service Teacher Education
   The pre-service program conducted on the college campus provides a background of general education conducive to the intellectual, ethical and social development of the individual and also a thorough specialized preparation for the profession of teaching.

2. In-service Teacher Education.
   With the realization that professional training is a continuous process in the profession of teaching as in the other learned professions, the College provides the service of staff members throughout the year to work with the personnel of the public schools on professional problems.

3. Professional Publications.
   As in all professions, there is a definite need for professional educational publications setting forth the most recent professional methods and techniques which will serve the educator in the classroom. Such publications are prepared by staff members competent in the areas under consideration and are published by the College.

SELECTIVE ADMISSIONS. Since the Iowa State Teachers College has remained a professional college, the recommendation that formal approval be given to
continuing the present policy of selective admissions was approved and adopted.

PURCHASE OF PROPERTY. Secretary Dancer reported that on October 25, 1948, the Executive Council of Iowa approved the action taken by the State Board of Education on October 14-15, 1948, authorizing the expenditure of $6,000 additional from Dormitory Net Income Funds for the purchase of land, and the purchase of Lots 1 and 2 in Cedarvale Addition, excepting the easterly 132 feet of the North 66 feet of Lot 1, from Nina L. and Raymond Andrews.

TENANT PROPERTY. It was moved that the Andrews House, a two-story frame house located at 1303 West 22nd Street, Cedar Falls, Iowa, be rented to John Blaker, a carpenter in the Department of Buildings and Grounds, at a rental of $50.00 a month. The motion was seconded and on roll call the vote was, as follows:


Nay: None.

Absent: Mr. Gillette.

The chairman declared the motion passed.

FEE. Upon the recommendation of President Price and the Faculty Committee, the fee for extension class work was raised from $4.00 a quarter hour to $6.00 a quarter hour, effective with the beginning of the winter quarter 1948-1949.

ARTS AND INDUSTRIES BUILDING - CHANGE ORDERS. The Building and Business Committee reported it had authorized the following change orders on contracts for the construction of the Arts and Industries Building:

<table>
<thead>
<tr>
<th>Order No.</th>
<th>Date</th>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>11/13/48</td>
<td>Kucharo Construction Company, general</td>
<td>Deduct $622.00</td>
</tr>
<tr>
<td>3</td>
<td>11/13/48</td>
<td>V.J. Hagan Company, plumbing and heating</td>
<td>no change</td>
</tr>
<tr>
<td>2</td>
<td>11/13/48</td>
<td>Cedar Rapids Electric Supply Co., electric</td>
<td>Add $135.00</td>
</tr>
</tbody>
</table>
On motion, the action of the Building and Business Committee was ratified.

POWER PLANT - BOILER REHABILITATION - DIVISION II - PAYMENT. The Building and Business Committee recommended that its action of October 14, 1948, ratified by the State Board of Education at the meeting held October 14-15, 1948, relative to payment to be made to the Murray Iron Works Company on its contract for Boiler Rehabilitation - Division II, as follows, be rescinded:

"On motion, the recommendation was not accepted; and it is understood that payments will be made in accordance with the terms of the contract, 10% of the contract price being retained on the completed portion of the contract, plus the $11,000 for the installation of superheaters."

On motion, the recommendation was approved and the action rescinded.

Upon the recommendation of the Building and Business Committee, authority was granted for paying the Murray Iron Works Company in full for the completed portion of its contract for Boiler Rehabilitation - Division II, with the understanding that $11,000 will be retained to cover the cost of superheaters which the contractor will be unable to install until sometime during 1949, because of inability to obtain superheater tubes.

BUSINESS OFFICE ADDITION. Mr. Louden, chairman of the Building and Business Committee, reported that he had authorized a contract with the Wildes Construction Company for excavating, building the foundation and floor, and bringing the walls up to a point where the maintenance staff could do the rest of the work in connection with the construction of the Business Office Addition, at a contract price of $1,200. On motion, the action was ratified.

CITY OF CEDAR FALLS - SANITARY SEWER - CONTRACT FOR SEWAGE DISPOSAL SERVICE. The 52nd General Assembly made an appropriation of $25,000 (included in the fund for Repairs, Replacements and Alterations) to enable the Iowa State Teachers College to pay a part of the cost of the Main Street Sewer constructed by the
City of Cedar Falls; and the Committee on Retrenchment and Reform allocated $7,500 additional for that purpose.

The following contract for sewer and sewage disposal service for the Iowa State Teachers College was submitted:

This agreement made and entered into this 14th day of June, 1948, by and between the City of Cedar Falls, Iowa, hereinafter called the first party, and the State Board of Education of the State of Iowa, hereinafter called the second party.

WHEREAS, the first party has completed construction of sanitary sewer in the City of Cedar Falls, Iowa, beginning at a point approximately 600 feet south of intersection of College Street and West 27th Street in said city and terminating at the Sewage Treatment Plant of the City of Cedar Falls, Iowa.

WHEREAS, the said sewer was constructed for the purpose of serving the City of Cedar Falls, Iowa, and all that portion of Iowa State Teachers College lying south of 27th Street in the City of Cedar Falls, Iowa, and that part of the original campus of Iowa State Teachers College formerly served by the 26th Street sewer outlet.

WHEREAS, the total cost of constructing said sewer was in the amount of $115,612.00.

WHEREAS, the State of Iowa has agreed to pay, toward the cost of constructing said sewer, the sum of $32,500.00 for sewer and sewage disposal service to be rendered to Iowa State Teachers College upon the terms and conditions as hereinafter set forth, and the City of Cedar Falls, Iowa, has agreed to furnish adequate sewer and sewage disposal service to said Iowa State Teachers College in consideration of the payment to be made by the State of Iowa toward the cost of construction of said sanitary sewer.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto that the second party will procure through the State of Iowa, a payment of $32,500.00 to the City of Cedar Falls, Iowa, to be applied upon the cost of the construction of the sanitary sewer hereinbefore described.

In consideration of the payment to be procured by the second party from the State of Iowa in the amount of $32,500.00, to be paid to first party and applied upon the cost of construction of said sanitary sewer, the first party agrees to furnish adequate sewer and sewage disposal service through said sewer or other sewer service of the City of Cedar Falls, and the Sewage Disposal Plant and addition thereto, to all that part of Iowa State Teachers College lying south of 27th Street and that part of the original campus formerly served by the 26th Street sewer outlet.

The parties hereto agree that the charge to be made by first party to Iowa State Teachers College for said sewer and sewage disposal service shall be at the current rate as established by ordinance from time to time for the City of Cedar Falls and that Iowa State Teachers College shall not be charged in excess of such rate at any time.
Statements for sewer and sewage disposal service rendered by first party to second party shall be paid monthly at the time and in the manner provided by ordinance.

This contract shall be and remain in force as long as the sewer hereinbefore described remains in service as a part of the sanitary sewer system of the City of Cedar Falls, Iowa.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 14th day of June, 1948.

ATTEST:
(Signed) E. H. Kooser
City Clerk

City of Cedar Falls (First Party)
By (signed) J. S. Latta, Jr.
Mayor

State Board of Education (Second Party)
By
President
By
Secretary

It was moved that the contract be approved and that the president and the secretary of the State Board of Education be authorized to sign it. The motion was seconded and passed.
STATE UNIVERSITY

The following business pertaining to the State University was transacted on December 15, 1948.

APPOINTMENTS. Upon the recommendation of President Hancher and the Faculty Committee, the following appointments were made:

Dr. Carl E. Seashore, professor in the Department of Psychology, College of Liberal Arts, and Dean Emeritus of the Graduate College, appointed Distinguished Service Professor effective immediately without change in salary.

Dr. Arthur Steindler, professor in the Department of Orthopedic Surgery of the College of Medicine, appointed Distinguished Service Professor, effective January 1, 1949, with his present salary ($10,000 P + 150%) to be continued through June 30, 1949, and the salary arrangement to be subject to prior termination at Dr. Steindler's request.

The following business was transacted on December 16, 1948:

RESIGNATIONS. Upon the recommendation of President Hancher and the Faculty Committee, the following resignations were accepted:

Dr. James T. Bradbury, research associate professor in the Department of Obstetrics and Gynecology of the College of Medicine, effective December 31, 1948. Dr. Bradbury has accepted an appointment at the University of Louisville.

Lola I. Lindsey, educational director of the School of Nursing in the College of Medicine, effective January 1, 1949.

Gelia Clyde, acting director of Nursing Service in the University Hospitals, effective as of November 15, 1948.

APPOINTMENTS. Upon the recommendation of President Hancher and the Faculty Committee, the following appointments were made:

Charles Gibson, assistant professor in the Department of History, College of Liberal Arts, for three years effective with the beginning of the academic year in September, 1949, at a salary of $3,750 a year, nine months' basis, payable from line 15, page 38, of the budget.

Theodore Hunter, employed as half-time electronic technician in the Department of Psychology, College of Liberal Arts, effective as of October 1, 1948, at a salary of $4,920 a year, twelve months' basis, $1,956 payable from the Graduate College budget and the balance of $2,964 from Navy Account 4413, U.S. Navy Motor Abilities.
December 15-16, 1948 - State University
Appointments (continued)

Dr. E. William Noland, professor in the Department of Sociology, College of
Liberal Arts, indefinite, February 1, 1949, at a salary of $5,800 a year, nine
months' basis.

Eleanor K. Taylor, associate professor in the School for Social Work, Col­
lege of Liberal Arts, indefinite, effective January 15, 1949, at a salary of
$5,000 a year, nine months' basis.

C. J. Posey, employed as professor in the Department of Civil Engineering,
appointed acting head of the Department of Civil Engineering for one year, ef­
fective from the beginning of the academic year 1948-1949, without change in
salary.

Ake L. Alin, professor of Hydraulic Engineering, indefinite, in the Depart­
ment of Mechanics and Hydraulics of the College of Engineering, at a salary of
$2,778 a year, one-third time, nine months' basis, effective as of December 1,
1948.

Dr. Robert W. Newman, now associate professor of Orthopedic Surgery, ap­
pointed acting head of the Department of Orthopedic Surgery in the College of
Medicine, effective January 1, 1949, at a salary of $7,500 (P + 75%), the addi­
tional $500 to be paid from line 2, page 129 of the budget.

Marie Tener, acting director of Nursing Service, University Hospitals, ef­
fective as of November 17, 1948, at a salary of $3,900 a year, twelve months'
basis.

APPOINTMENTS AUTHORIZED. Upon the recommendation of the Faculty Committee,
President Hancher was authorized to make the following appointments:

Dr. Richard J. Bing, professor of Internal Medicine and of Physiology, Col­
lege of Medicine, indefinite tenure, at a salary of $7,000 (P + not to exceed
$4,000 a year), twelve months' basis.

Four appointments in the School of Nursing, at salaries ranging from $3500
to $4500 a year, twelve months' basis.

PROMOTIONS AND SALARY ADJUSTMENTS. Upon the recommendation of President
Hancher and the Faculty Committee, the following promotion and salary adjustments
were made:

Mauricio Lasansky, promoted from Associate professor to professor, indefi­
te, Department of Art, and salary increased from $4750 to $5500 a year, aca­
demic year basis, effective as of October 18, 1948. The salary increase is
payable from the Reserve for Contingencies.

Henry Africa, lecturer in the Newspaper Production Laboratory of the School
of Journalism, salary increased from $3,400 to $4,000 a year, twelve months'
basis, effective as of December 1, 1948.
Dr. Robert L. Jackson, associate professor in the Department of Pediatrics of the College of Medicine, basic salary increased from $6,000 to $6,500 (P + 75%) twelve months' basis, effective as of November 1, 1948, the additional $500 to be charged to the State Services for Crippled Children, Rheumatic Fever Program Account.

ESTABLISHMENT OF COLLEGE OF NURSING. Upon the recommendation of President Hancher and the Faculty Committee, authority was granted for establishing a College of Nursing in the Division of Health Sciences and Services, to replace the present School of Nursing, conditional upon the appointment of a person with appropriate training, experience and background to the deanship of the College.

MID-WEST INTER-LIBRARY CORPORATION AND CENTER. Upon the recommendation of President Hancher, the State Board of Education approved in principle the establishment of a Mid-West Inter-Library Corporation and Center to be participated in by such midwestern universities and colleges as formally join in the undertaking at a later date, it being understood that this approval in principle does not commit the State University to anything more than an exploration of the possibilities of such a cooperative undertaking.

TENANT PROPERTY. It was moved that the Brant house be leased to W. B. Schoenbohm for the period from January 1, 1949 to September 1, 1949, at a rental of $75 a month. The motion was seconded and on roll call the vote was, as follows:


Nay: None.

Absent: Mr. Gillette.

The chairman declared the motion passed.
HYDRAULICS LABORATORY ANNEX - ACCEPTANCE. The Building and Business Committee reported that on October 22, 1948, John Jenks, of the Division of Planning and Construction of the State University, and representatives of contractors inspected the Hydraulics Laboratory Annex and found that the work done by the following contractors had been completed in accordance with the plans, specifications and contract documents:

- Carstens Brothers, Ackley, Iowa: Plumbing and Heating Contract
- Robbins Electric Company: Electrical Contract

On motion, the plumbing and heating and the electrical work in the Hydraulics Laboratory Annex was accepted as of this date, December 16, 1948, and payment of the final estimates authorized in accordance with Chapter 573, 1946 Code of Iowa.

DISPOSAL OF HOUSES. The Building and Business Committee reported that on November 12, 1948, at four o'clock p.m., in the Business Office of the State University, Iowa City, Iowa, the following bids were received for the disposal of houses:

<table>
<thead>
<tr>
<th>House located at</th>
<th>114 So. Madison St.</th>
<th>413-415 So. Madison St.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Claude Havel, Ainsworth, Iowa</td>
<td>$287.45</td>
<td>$325.62</td>
</tr>
<tr>
<td>Everett Williams, R.R. #4, Iowa City</td>
<td>800.00</td>
<td></td>
</tr>
<tr>
<td>Edw. J. Wilson, Iowa City, Iowa</td>
<td>510.00</td>
<td></td>
</tr>
<tr>
<td>Walter Wallace, Iowa City, Iowa</td>
<td>1,030.00</td>
<td></td>
</tr>
</tbody>
</table>

Mr. Louden, chairman of the Building and Business Committee moved that the bid of $287.45 submitted by Claude Havel, for the house at 411 South Madison Street, and that of $1,030.00 by Walter Wallace for the house at 413-415 South Madison Street be accepted. The motion was seconded and on roll call the vote was, as follows:


Nay: None.

Absent: Mr. Gillette.

The chairman declared the motion passed.
VETERANS ADMINISTRATION - EASEMENT. Upon the recommendation of the Building and Business Committee, the Business Manager of the State University was authorized to negotiate with the Veterans Administration for an easement to a strip of land 170 feet wide, owned by the State University, covering the ravine between the Veterans Hospital site and the University campus for the purpose of depositing excess excavation materials and for the installing, maintaining and repairing of utility lines therein. The Business Manager will report to the Board at the next meeting.

QUIT CLAIM DEED. Secretary Dancer stated that a request had been received from F. B. Olsen, Lawyer, Iowa City, Iowa, on behalf of his client, Esther S. Ladd, for a quit claim deed to clear the title to certain property for which the State University of Iowa obtained a Sheriff's Deed in 1863, and issued a quit claim deed through J. N. Coldren, Treasurer, which has been objected to on the grounds that J. N. Coldren had no authority under the law to convey real estate, and that the quit claim deed executed by the State Board of Education in 1921 failed to comply with Sections 262.9 (5), 262.10 and 262.11, according to an Attorney General's opinion of May 17, 1927. The following resolution was submitted:

BE IT HEREBY RESOLVED, that the State Board of Education with the approval of the Executive Council of Iowa convey to Esther S. Ladd by quit claim deed, for the purpose of clearing the title, all its interest in the following described real estate situated in the County of Johnson, State of Iowa:

Commencing at the Southeast corner of Section 24, Township 79 North, Range 6, West of the 5th P.M., running thence West 80 rods; thence North 21° East 12.08 chains to the middle of the Lower Muscatine Road; thence along the middle of said road Southeasterly to the East line of said Section 24; thence South 2.08 chains to beginning;

and that the president and the secretary of the State Board of Education be authorized to execute a quit claim deed and, upon approval by the Executive Council of Iowa, deliver said deed to the grantee.

It was moved that the resolution be adopted. The motion was seconded and on roll call the vote was, as follows: