8-8-1971

Board of Trustees Meeting Minutes 1971-08-08

Bowling Green State University

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preparation for nursing as well as registered nurses desiring additional education) who have sought direct information from our Dean of Nursing is in excess of 150. This was prior to the news announcement of the positive action of your Board of Trustees. There is every reason to believe the potential enrollment for this program will increase rapidly.

The Medical College of Ohio is pleased to be an active participant in this new program. We believe we can make a major contribution to this program in providing the services of the Dean of Nursing to serve as Chairman of the Department of Nursing and through the contractual agreement for the instruction of the nursing and human biological sciences courses. It is our desire to enter into cooperative endeavors with our colleague institutions to provide quality education at the lowest possible cost. The new nursing program is viewed as the beginning step in the development of health professions programs urgently needed to provide quality care to the citizens of Northwestern Ohio.

Sincerely,

/S/ Glidden L. Brooks, M.D.
President

Mrs. Ward read a letter which she received from Donald E. Percy, Executive Vice President of the University of Wisconsin, who was awarded an honorary degree of Doctor of Laws in June, in which he expressed his thanks to the University for voting him "this marvelous recognition."

Next meeting date

By consensus the date of the next trustee meeting was set for August 28, 1971 at 2:30 p.m.

There being no further business, Mrs. Ward declared the meeting adjourned at 12:05 p.m.
General Bond Resolution (continued)

Ohio Revised Code, is authorized and empowered, among other things, (a) to issue, as provided herein, Bonds of the University to pay the costs of certain capital facilities defined as "auxiliary facilities" in Section 3345.12 of the Ohio Revised Code (and herein called "University Facilities") and to refund, refund or retire such Bonds and other obligations previously issued for such purpose; (b) to pledge to the payment of such Bonds the gross amount of the General Receipts of the University, as defined in Section 1 hereof, in priority to all other expenses, claims or payments; (c) to covenant, as herein provided, that the University will make, fix, adjust and collect the fees, rates, rentals, charges and other items comprising General Receipts to produce General Receipts sufficient at all times to meet Bond service charges on the Bonds, establish and maintain the Required Reserve and meet the requirements herein provided; and (d) to provide for a trust agreement and make further provisions for securing the payment of the Bond service charges; and

WHEREAS, the University desires to make provision for the issuance from time to time of the Bonds herein described, and for the payment of the Bond service charges thereon and the securing thereof by this Resolution and the Trust Agreement herein authorized, and to provide for each issue of Bonds to be authorized by a separate Series Resolution based upon this Resolution and such Trust Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF BOWLING GREEN STATE UNIVERSITY, as follows:

Section 1. Definitions and Interpretations. The following words and terms as used in this Resolution, in Series Resolutions, in the Trust Agreement and in the Bonds shall have the following meanings unless otherwise therein provided and unless the context or use clearly indicates another or different meaning or intent:

"Act" means Sections 3345.11 and 3345.12 of the Ohio Revised Code, as the same may be amended, modified, revised, supplemented, or superseded from time to time, provided that no further legislative act by the General Assembly of Ohio shall alter the obligation of the University to pay the Bond service charges in the amount and manner, at the times, and from the sources provided in this Resolution, the applicable Series Resolution and the Trust Agreement, except as otherwise herein permitted.

"Board" means the Board of Trustees of the University.

"Bond" or "Bonds" means any Bond, or all of the Bonds, or an issue or series of Bonds, as the case may be, of the University issued pursuant to the General Bond Resolution and any Series Resolution.

"Bondholder" or "holder" or "holder of Bonds" or any similar term, means any person who is the bearer of a coupon Bond which is not registered as to principal or the principal of which is registered to bearer, or the person in whose name a registered Bond is registered, and as to a coupon means the bearer of the coupon.

"Bond Pledge Fund" means the General Receipts Bond Pledge Fund of the University provided for in Section 5 hereof.

"Bond proceedings" means the General Bond Resolution, the Trust Agreement, applicable Series Resolution, Supplemental Trust Agreements and other resolutions and agreements, and amendments of and supplements to the foregoing, or any combination thereof, authorizing or providing for the terms and conditions applicable to, or providing for the security or sale of Bonds, and the terms contained in such Bonds.

"Bond Redemption and Purchase Account" means the account, so designated, in the General Receipts Bond Service Fund established pursuant to Section 6 hereof.

"Bond service charges" means the principal, including any mandatory sinking fund requirements, interest, and redemption premium, if any, required to be paid by the University on the Bonds or which must be maintained by the University for the period for which they are outstanding, as determined by the University, and as so determined by the University, for the payment of which the Bonds are subject to mandatory sinking fund requirements for such fiscal year or period shall be taken into account and principal maturities for which mandatory sinking fund requirements are imposed in a prior fiscal year or period shall, to such extent, be disregarded.

"Bond Service Account" means the account, so designated, in the General Receipts Bond Service Fund established pursuant to Section 6 hereof.

"Bond Service Fund" means the General Receipts Bond Service Fund created in Section 6 hereof.

"Bond Service Reserve Account" means the account, so designated, in the General Receipts Bond Service Fund established pursuant to Section 6 hereof.

"Costs of University Facilities" means the costs of or related to University Facilities, and the financing thereof, for the payment of which obligations may be issued under the Act.

"Coupon" or "interest coupon" means any of the coupons evidencing the installments of interest on the applicable coupon Bond.

"Coupon Bond registered as to principal" means any coupon Bond at the time registered as to principal in the name of the bondholder.

"Eligible investments" means any bonds or other obligations which as to principal and interest constitute direct obligations of or are guaranteed by the United States of America, and tax-exempt obligations of the State of Ohio, obligations issued by any agency or instrumentality of the United States of America, and certificates of deposit or similar instruments.
General Bond Resolution (continued)

of banks or trust companies, including the Trustee, organized under the laws of the United States or any State thereof, which have combined capital and surplus of at least $10,000,000 or, if a bank or trust company having its principal office continuously secures such deposit by the pledge or hypothecation of obligations which as to principal and interest are direct obligations of or are guaranteed by the United States of America and have a market value at least equal to the face amount of said certificates of deposit or similar instruments; provided that such investment or deposit by the University is not prohibited by law.

"Fiscal Officer" means the Treasurer of the University or such other officer of the University as may be, or be designated by the Board as, the chief fiscal officer of the University, as shown in a written certification maintained by the University on file with the Trustee, signed by the President of the University or Secretary of the Board and currently identifying the Fiscal Officer, and shall also mean any officer of the University identified in such certificate as an alternate to the aforesaid officer.

"Fiscal year" means a period of twelve consecutive months commencing on the first day of July of any year and ending on the last day of June of the following calendar year.

Proceedings, Trustees Bowling Green State University
August 28, 1971

General Bond Resolution, "Bond Resolution" or "this Resolution" as used herein, means this Resolution, which shall constitute part of the Trust Agreement, as the same may be amended from time to time in accordance with the provisions of the Trust Agreement.

"General Receipts" means all moneys received by the University including but not limited to all gross fees, deposits, charges, receipts and income from all or any part of the students of the University, whether designated as tuition, instructional fees, tuition surcharges, general fees, activity fees, special fees or other special revenue bonds, student activity center revenue bonds, student activity center revenue bond receipts, including obligations sold to refund or service charges, or any other fees charged to students, receipts pertaining to the operation of the student activity center or to any other purpose of the University, including but not limited to the proceeds of the sale of obligations, including obligations issued to refund or service charges, previously issued, to the extent and as allocated to Bond service charges under the proceedings authorizing such obligations. However, there shall be excluded from General Receipts: (i) moneys raised by taxation and state appropriations until and unless the pledge thereof to the payment of Bond service charges is authorized by law and in accordance herewith by a Supplemental Trust Agreement approved by the Board, any grants, gifts, donations and pledges and receipts therefrom which under restrictions imposed in the grant or pledge thereof or as a condition of the receipt thereof are not available for payment of Bond service charges, moneys received in connection with branch campus operations, and any special fee charged pursuant to Section 154.21(D) of the Ohio Revised Code and receipts therefrom; and (ii) those receipts pertaining to dormitory facilities which are presently pledged under the bond resolution adopted by the Board on March 13, 1954, April 23, 1955 (including resolutions adopted pursuant thereto), and November 12, 1959 but only so long as any dormitory revenue bonds of the University heretofore issued to said respective issuers, or any revenue bonds issued under said resolutions adopted by the Board on March 13, 1954 or November 12, 1959 resolutions, or heretofore or hereafter issued pursuant to said April 23, 1955 resolution (including resolutions adopted pursuant thereto), are outstanding thereunder, those receipts pertaining to dormitory facilities which are presently pledged under the bond resolution adopted by the Board on August 18, 1954 but only so long as any student activity center revenue bonds of the University heretofore issued are outstanding thereunder, and those receipts pertaining to student activity center revenue bonds of The Ohio Citizens Trust Company, Toledo, Ohio, but only so long as any student activity center revenue bonds issued by such trust under the bond resolution adopted by the Board on August 18, 1954 but only so long as any student activity center revenue bonds of the University heretofore issued are outstanding thereunder, except that in all of such cases, the surplus amounts resulting from any such respective receipts which are available for any lawful purpose of the University pursuant to said respective bond resolutions and said trust agreement and are released from the pledge thereof shall nevertheless be included in General Receipts; provided that the University, heretofore issued pursuant to said respective bond resolutions and said trust agreement and are released from the pledge thereof shall nevertheless be included in General Receipts; provided that the University, heretofore issued pursuant to said respective bond resolutions and said trust agreement and are released from the pledge thereof shall nevertheless be included in General Receipts, which it may at any time lawfully pledge to the security of the Bonds may be included, or confirmed to be included, in General Receipts by Supplemental Trust Agreement approved by the Board.

"Mandatory sinking fund requirements" means amounts required by any Series Resolution to be deposited in the Bond Service Fund in any fiscal year for the purpose of retiring the principal maturities of Bonds which by the terms of such Bonds are due and payable, if not called for prior redemption, in any subsequent fiscal year.

"Obligations" means bonds or notes or other evidence of obligation, including the Bonds, and including interest coupons pertaining thereto.

"Original Purchaser" as to any Bonds means the person or persons expressly named in the applicable Series Resolution as the original purchaser of those Bonds from the University.

"Outstanding Bonds" or "Bonds outstanding" or "outstanding" as applied to Bonds, means, as of any date, all Bonds which have been authenticated and delivered, or are then being delivered, by the Trustee under the Trust Agreement except:

(a) Bonds surrendered for exchange or transfer or cancelled because of payment or redemption at or prior to such date;

(b) Bonds for the payment, redemption or purchase for cancellation of which sufficient monies have been deposited prior to such date with the Trustee or Paying Agents (whether upon or prior to the maturity or redemption date of any such Bonds), or which are deemed to have been paid and discharged pursuant to the provisions of the Trust Agreement; provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements...
General Bond Resolution (continued)

satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory to the Trustee shall have been filed with the Trustee, and provided, further, that if such Bonds are to be purchased for cancellation, a firm offer for sale stating the price has been received and accepted; and

(c) Lost, stolen, mutilated or destroyed Bonds in lieu of which others have been authenticated (or payment, when due, of which is made without replacement) under the Trust Agreement

"Paying Agents" means any banks of trust companies designated as the paying agencies or places of payment for Bonds by or pursuant to the applicable Series Resolution, and their successors designated pursuant to the Trust Agreement, and shall also mean the Trustee when so designated for such purpose.

"Registered Bonds" means Bonds registered in the name of the holder, including coupon Bonds registered as to principal and fully registered Bonds; and "fully registered Bonds" means Bonds without coupons registered as to both principal and interest.

"Required Reserve" in the Bond Service Reserve Account means, at any time, an amount equal to the highest annual Bond service charges falling due in any subsequent fiscal year on all outstanding Bonds.

"Series Resolution" means a resolution of the Board authorizing the issuance of Bonds in accordance with the General Bond Resolution, and particularly Section 3 hereof, and includes any resolution or certificate providing for or evidencing the award and terms of the Bonds as authorized by such Series Resolution.

"Special funds" or "special funds and accounts" means the Bond Pledge Fund, the Bond Service Fund, and accounts therein, and any other funds or accounts permitted by, established under, or identified in the Trust Agreement or a Series Resolution.

"State" means the State of Ohio.

"Supplemental Trust Agreement" means any one or more of Supplemental Trust Agreements entered into by the parties pursuant to the Trust Agreement, and includes, where set forth therein, the Series Resolution.

"Trust Agreement" means the Trust Agreement between the University and the Trustee, referred to in Section 16 hereof, including the General Bond Resolution as part thereof, and the Supplemental Trust Agreements, as the same may be duly amended, modified or supplemented.

"Trustee" means the Trustee at the time serving under the Trust Agreement, originally Chemical Bank, New York, New York, and any successor Trustee as determined or designated under or pursuant to the Trust Agreement.

"University" means Bowling Green State University established and existing under Chapter 3341 of the Ohio Revised Code, and every part and component thereof as from time to time existing, and when the context admits, includes its Board of Trustees.

"University Facilities" means buildings, structures, and other improvements, and equipment, real estate and interests in real estate therefor, all or any part of the costs of which are at any time authorized by the Act to be financed by the issuance of obligations, including but not limited to such facilities to be used for or in connection with student activity or student service facilities, dining halls, and other food service and preparation facilities, dormitories, and other living quarters and accommodations, vehicular parking facilities, athletic Recreation facilities, athletic and recreational facilities, faculty centers, assembly and exhibition halls, hospitals, infirmaries and other medical and health facilities, research, and continuing education facilities, and includes any one, part of, or any combination of the foregoing, and further includes site improvements, utilities, machinery, furnishings and any separate or connected buildings, structures, improvements, sites, utilities or equipment to be used in, or in connection with the operation or maintenance of, or supplementing or otherwise related to the services or facilities to be provided by, any University Facilities.

Any reference herein to the University, the Board, or to any officers or to other public boards, commissions, departments, institutions, agencies, bodies, entities or officers, shall include those which succeed to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions. Any reference to a section or provision of the Ohio Revised Code or to the laws of Ohio shall include such section or provision and such laws as from time to time amended, modified, revised, supplemented, or superseded, provided that no such amendment, modification, revision, supplementation, or supersession shall alter the obligation to pay the Bond service charges in the amount and manner, at the times, and from the sources provided in this Resolution, the applicable Series Resolution, and the Trust Agreement, except as otherwise herein permitted.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa, and the word "hereof", "herein", "hereby", "herself", "hereunder", and similar terms, mean this Resolution and the Trust Agreement.

Section 2. Authorization; Pledge; and Covenant.

(a) The Bonds, to be designated and known as "General Receipts Bonds", shall be issued pursuant to and as authorized by the Act, Section 21 of Article VIII of the Ohio Constitution, this Resolution and the Trust Agreement to pay costs of University Facilities, to
General Bond Resolution (continued)

pay the principal of and interest and redemption premium on notes issued for such purpose, including renewals thereof, and to refund, fund or retire obligations issued for such purpose. The Bonds may be issued in amounts hereafter authorized from time to time by the Board, without any limitation as to amount except as provided in this Resolution or any applicable Series Resolution or as may hereafter be provided by law. The Bonds shall from time to time be authorized by Series Resolutions as herein provided.

(b) There is hereby pledged, in priority to all other expenses, claims and payments, to the security of the Bonds and for the payment of the Bond service charges and for establishment and maintenance of the Required Reserve as provided in the Bond proceedings, the gross amount of General Receipts of the University and the Bond Pledge Fund and the Bond Service Fund, as herein provided. In accordance with the Act, all the General Receipts are immediately subject to the lien of the pledge upon receipt thereof by the University, and such pledge creates a perfected security interest without necessity for prior separation, physical delivery, filing or recording or further act.

(c) For the further security of the Bonds, the University hereby covenants with the bondholders and the Trustee that so long as any Bonds are outstanding the University will fix, make, adjust and collect fees, rates, rentals, charges, and other items of General Receipts, as will produce at all times General Receipts sufficient (i) to pay Bond service charges when due, (ii) to establish and maintain the Required Reserve as provided in the Bond proceedings, and (iii), together with other moneys lawfully available therefor, to pay all costs and expenses required to be paid under the Bond proceedings and all other costs and expenses necessary for the proper maintenance and successful and continuous operation of the University.

(d) All Bonds shall be equally and ratably secured without distinction by reason of series designation, number, date of authorization, issuance, sale, execution, or delivery, or date of the Bonds or of maturity, by the pledge of the General Receipts, the Bond Pledge Fund and the Bond Service Fund to the extent provided in, and except as otherwise permitted by this Resolution. Nothing in the Act, this Resolution, the Trust Agreement or other Bond proceedings gives the holders of Bonds or coupons, and they do not have, the right to have the General Assembly of the State levy any excises or taxes for the payment of Bond service charges and each Bond shall bear on its face a statement to that effect and to the effect that the right of such holders to the payment of Bond service charges shall be limited to payment thereof from the General Receipts, the Bond Pledge Fund and the Bond Service Fund as provided herein and in the applicable Series Resolution; provided, however, that nothing herein or in the Bond proceedings shall be deemed to prohibit the University or the State, of its own volition, from using to the extent lawfully authorized to do so any other resources for the fulfillment of the terms, conditions or obligations of this Resolution, Series Resolutions, the Trust Agreement and the Bonds.

Section 3. Series Resolutions. Each issue of Bonds shall be authorized by a resolution adopted by the Board, herein called "Series Resolution". Each Series Resolution shall make provision, in manner consistent with this Resolution and the Trust Agreement, for the following with respect to each series of the Bonds thereby authorized:

(1) the purpose for which issued as permitted by the Act;
(2) the authorized principal amount;
(3) the date of such Bonds, the interest rate or rates or the maximum interest rate, their maturities, and the interest payment dates;
(4) the series designation and denominations of and manner of numbering such Bonds;
(5) the redemption provisions, if any, including any premium to be paid upon redemption;
(6) mandatory sinking fund requirements, if any, pertaining to such Bonds;
(7) the place or places of payment of the Bond service charges on such Bonds;
(8) the manner of sale of such Bonds;
(9) the disposition of the proceeds from the issuance of such Bonds;
(10) the funding of the Required Reserve in manner consistent with clause (2)(i) of Section 7(b) hereof;
(11) the authorization of a Supplemental Trust Agreement pertaining to such Bonds; and
(12) any other provisions deemed advisable by the Board.

Each Series Resolution shall state that it is adopted pursuant to this Resolution and the Trust Agreement.

Section 4. General Terms and Provisions of Bonds. All Bonds shall be designated "General Receipts Bonds" and Bonds of each series shall bear in addition a series designation to distinguish them from other series of Bonds, and shall express on their faces the purpose for which issued, and shall bear such other statements or legends as may be required by law or this Resolution. All Bonds shall be negotiable instruments, subject to applicable provisions for registration, and Bond service charges on all Bonds shall be payable in lawful money of the United States.

Subject to provisions of the applicable Series Resolution, the Bonds shall be issuable in the forms of coupon Bonds registrable as to principal only and fully registered Bonds and may be exchanged as between such forms, all as provided in the Trust Agreement.
General Bond Resolution (continued)

All Bonds shall be executed in a manner consistent with applicable law in effect at the time of their issuance. Unless otherwise provided thereby or by the applicable Series Resolution, all Bonds shall be executed by the President of the University and by the Fiscal Officer or the Secretary of the Board, provided that all such signatures may be facsimile signatures, and may have the seal of the University or a facsimile thereof affixed or printed thereon, and coupons pertaining thereto shall bear the facsimile signature of the Fiscal Officer or the Secretary of the Board.

Unless otherwise provided in the applicable Series Resolution, notice of call for redemption of Bonds, identifying the Bonds or portions of fully registered Bonds to be redeemed, the date fixed for redemption and the places where the amounts due upon such redemption is payable, shall be given by at least two publications in a newspaper or financial journal of national circulation published in the City and State of New York, the first such publication to be not less than thirty days prior to the redemption date. If, because of the temporary or permanent suspension of the publication or circulation of the appropriate newspapers or financial journals or for any other reason, it is impossible or impractical to publish such notice of call for redemption in the manner provided herein or in the applicable Series Resolution, then such publication in lieu thereof as is made with the approval of the Trustee shall constitute a sufficient publication of such notice. If Bonds or portions of fully registered Bonds are duly called for redemption and if on such redemption date moneys for the redemption of all Bonds to be redeemed, together with interest to the redemption date, shall be held by the Trustee or Paying Agents so as to be available therefor, then from and after such redemption date such Bonds or portions of fully registered Bonds shall cease to bear interest and any coupons for interest thereon maturing subsequent to the redemption date shall be void.

Section 5. General Receipts Bond Pledge Fund; Payments to Bond Service Fund.

(a) The University hereby covenants that it will establish and will maintain so long as any Bonds are outstanding a special fund of the University as a separate, distinct and apart from other funds of the University, and designated General Receipts Bond Pledge Fund (herein sometimes called "Bond Pledge Fund"). Moneys standing to the credit of the Bond Pledge Fund shall be maintained in an account or accounts with a bank or banks which are members of the Federal Deposit Insurance Corporation and have a combined capital and surplus of at least $10,000,000 or, if a bank or trust company having its principal office in New York and continuously secure such deposits by the execution and delivery of instruments of obligations which as to principal and interest are direct obligations of the United States of America and have a market value at least equal to the amount of such deposits and such moneys shall be invested in eligible investments pursuant to the provisions of this Section. The Bond Pledge Fund is hereby pledged to the payment of Bond service charges in the manner hereinafter provided, in priority to any and all other expenses, claims or payments, but nothing in this Resolution with regard to the Bond Pledge Fund shall in any way be deemed to qualify, limit or restrict the pledge by the University of all General Receipts to the payment of Bond service charges as provided in Section 2 hereof.

(b) While any Bonds are outstanding, the University covenants that it will include in its budget for each fiscal year the amount required to be paid to the Bond Service Fund, established under Section 6 hereof, during such fiscal year. The University shall from time to time determine, and reflect in such budgets, the amounts from respective sources of General Receipts to be applied to meet such payments, in such manner that the amounts from General Receipts, in aggregate, will at all times be sufficient in amounts and times of collection to meet all payments required to be made into the Bond Service Fund.

(c) Promptly following the major collection of fees and charges for each academic term of the University, the University shall pay into the Bond Pledge Fund from its collections of General Receipts appropriate portions of such collections in accordance with such budget, provided that such payments shall in any event result in balances in the Bond Pledge Fund during any fiscal year at times sufficient in amount to meet all payments required to be made in such fiscal year to the Bond Service Fund and that no further payments need be made into the Bond Pledge Fund at any time when the amount therein is adequate to meet all remaining payments required to be made to the Bond Service Fund during the then current fiscal year. Subject to the requirement of this paragraph as to adequacy of the payments to the Bond Pledge Fund during each fiscal year, the Fiscal Officer may adjust subsequent budgeted payments to take into account investment earnings in the Bond Pledge Fund in excess of amounts previously estimated, and further, the University may elect not to pay any portion of the collections for the summer term into the Bond Pledge Fund, but such election shall not exempt such collections of General Receipts from the pledge and lien provided in Section 2 hereof.

(d) Moneys standing to the credit of the Bond Pledge Fund shall be paid over in the amounts, at the times, and for credit to the Bond Service Account and the Bond Service Reserve Account as provided in and pursuant to Section 7 hereof, and any amounts in the Bond Pledge Fund in excess of payments required to be made to said Accounts during the then current fiscal year may be transferred by the University to the credit of the Bond Service Account or the Bond Redemption and Purchase Account.

(e) Until needed for payments into the Bond Service Fund, moneys standing to the credit of the Bond Pledge Fund may be invested and reinvested by or upon order of the Fiscal Officer in such eligible investments as the Board may deem to be advisable, in a manner that is subject to the provisions of the Bond Resolution. Any income from such investments shall be credited to the Bond Pledge Fund.

(f) The provisions of this Section are intended to further assure that the payments will be made into the Bond Service Fund at the times and in the amounts required, and nothing in this Section shall be deemed to limit or modify in any way the provisions relating to such payments in any of the General Receipts as provided for in Section 2 hereof, nor to restrict the University to any particular source of General Receipts for meeting its obligations under the Bond proceedings.
General Bond Resolution (continued)

Section 6. Bond Service Fund; Accounts Therein. The University hereby creates a separate trust fund designated "General Receipts Bond Service Fund" (herein sometimes called the "Bond Service Fund") which shall be maintained in the custody of the Trustee. All moneys received by or in account of the University and required by this Resolution and the applicable Series Resolutions to be deposited, transferred, or credited to the Bond Service Fund shall be deposited with the Trustee and credited to such Fund. The Bond Service Fund and the moneys and investments therein are hereby pledged, and are to be applied, solely and exclusively to the payment of Bond service charges as further provided by this Resolution.

There are hereby created by the University and shall be maintained in the Bond Service Fund the following accounts, pledged to the purposes and to be maintained and applied in the manner provided in the Sections referred to below, but subject to other applicable provisions hereof:

<table>
<thead>
<tr>
<th>Account</th>
<th>Section References</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Service Account</td>
<td>Sections 7 and 8</td>
</tr>
<tr>
<td>Bond Service Reserve Account</td>
<td>Sections 7 and 9</td>
</tr>
<tr>
<td>Bond Redemption and Purchase Account</td>
<td>Section 10</td>
</tr>
<tr>
<td>Special Accounts</td>
<td>Section 11</td>
</tr>
</tbody>
</table>

Section 7. Payments to Bond Service Account and Bond Service Reserve Account.

(a) From Bond Proceeds. From the proceeds of the sale of Bonds all amounts, if any, representing accrued interest and capitalized interest on the Bonds, as provided in the applicable Series Resolution, shall be deposited to the credit of the Bond Service Reserve Account. To the extent provided in the applicable Series Resolution, amounts from the proceeds of the sale of Bonds allocated therein to the Bond Service Reserve Account shall be deposited to the credit of that Account.

(b) From Bond Pledge Fund and General Receipts. Not later than five business days prior to any date upon which any principal, interest or redemption premium on the Bonds falls due, the University shall pay over to the Trustee from the Bond Pledge Fund and, if necessary, from any other General Receipts of the University amounts required to be paid to the Bond Service Account and the Bond Service Reserve Account, as follows:

(1) To the credit of the Bond Service Account, such amount as will, together with other moneys therein available therefor, be sufficient to pay such principal, interest and redemption premium, if any, on the Bonds as is due upon such date and payable from the Bond Service Account, including any mandatory sinking fund requirements; and

(2) To the credit of the Bond Service Reserve Account the respective amounts, if any, required at such time to be paid thereto in accordance with the Series Resolutions; provided, however, that (i) each Series Resolution must make provision such that the portion of the Required Reserve necessitated by reason of the Bonds authorized thereby (determined at the time of issuance of any of such Bonds) will be fully funded within a period of five years from the date of original delivery of such Bonds and shall, to the extent not otherwise funded upon delivery of such Bonds, provide for such funding by payments from the Bond Pledge Fund and, if necessary, from any other General Receipts in consecutive semi-annual payments commencing not later than eighteen months after original delivery of such Bonds; (ii) within one hundred twenty days after the end of each fiscal year the University shall, from the Bond Pledge Fund or other General Receipts, restore to the Bond Service Reserve Account amounts previously transferred therefrom to the Bond Service Account by the Trustee to meet any deficiency in the Bond Service Account, and restore any other amounts by which the Bond Service Reserve Account has been diminished during such preceding fiscal year; and, provided further (iii) that notwithstanding the foregoing, no additional payments need to be made to the credit of the Bond Service Reserve Account at any time when the amount therein shall at least equal the Required Reserve.

Section 8. Bond Service Account. The Bond Service Account is hereby pledged to and shall be used solely for the payment of Bond service charges as they fall due upon stated maturity or by operation of mandatory redemption requirements. Not more than five business days nor less than one business day prior to a date when Bond service charges are due and payable, the Trustee shall transmit from moneys in the Bond Service Account to other Paying Agents, as appropriate, amounts sufficient to meet payments to be made by them of Bond service charges to be then due and payable; provided that to the extent that the amount needed by a Paying Agent is not sufficiently predictable, the Trustee may make such credit arrangements with such Paying Agent as to permit meeting such payments.

Section 9. Bond Service Reserve Account. The Bond Service Reserve Account is hereby pledged to and shall be used, as herein provided, solely for the payment of Bond service charges, except as excess amounts may be transferred pursuant to this Section.

If on the fifth day preceding any date upon which Bond service charges on any Bonds fall due, the Bond Service Account is insufficient to meet such Bond service charges to be paid therefrom on such date, the Trustee, without necessity for any order by the University, shall immediately transfer from the Bond Service Reserve Account to the Bond Service Account an amount sufficient to make up such deficiency in the Bond Service Account.

Subject to the foregoing, any amount in the Bond Service Reserve Account in excess of the Required Reserve shall be transferred to the Bond Service Account or to the Bond Redemption and Purchase Account for the purposes thereof, if and to the extent ordered by the Fiscal
General Bond Resolution (continued)

Section 10. Bond Redemption and Purchase Account. There shall be credited to the Bond Redemption and Purchase Account that portion of the proceeds of refunding Bonds, as provided in the Series Resolution authorizing their issuance, allocated to the payment of the principal, interest, and redemption premiums and purchase price of the Bonds to be refunded, funded, or retired through the issuance of such refunding Bonds; amounts to be transferred thereto from the Bond Service Reserve Account by order of the Fiscal Officer pursuant to Section 9 hereof; and any other amounts made available by the University for the purposes of the Bond Redemption and Purchase Account. Amounts for the redemption of Bonds to be provided pursuant to the mandatory sinking fund requirements of the Series Resolution authorizing such Bonds shall not be deposited to the credit of the Bond Redemption and Purchase Account but shall be deposited to the credit of the Bond Service Account.

Any amounts in the Bond Redemption and Purchase Account may be committed, by Series Resolution or other action by the Board, for the retirement of any Bonds on specified Bonds and, so long as so committed, shall be used solely for such purpose whether directly or through transfer to the Bond Service Account. Subject to the foregoing provisions of this Section, the Fiscal Officer may cause moneys in the Bond Redemption and Purchase Account to be used to purchase any Bonds for cancellation, and to redeem any Bonds in accordance with the redemption provisions of the applicable Series Resolution. From moneys in the Bond Redemption and Purchase Account the Trustee shall transmit or otherwise disburse such amounts at such times as required for the redemption or purchase for cancellation of Bonds, and Bond service charges, in accordance with the applicable Series Resolution, or other action by the Board or order of the Fiscal Officer not inconsistent therewith. Any amounts in the Bond Redemption and Purchase Account not required for the purposes thereof pursuant to a commitment theretofore made, may be transferred to the Bond Service Account or the Bond Service Reserve Account upon order by the Fiscal Officer.

Section 11. Special Accounts. If and to the extent required by any loan or grant agreement or other agreement with the United States of America, or with any officer, department, agency, instrumentality or corporation thereof or created thereby, providing for any financial assistance, guarantee, or insurance in connection with any University Facilities project or the financing thereof, the University may, pursuant to the Series Resolution, create special accounts or sub-accounts in the Bond Pledge Fund and Bond Service Fund, and accounts therein, with reference to such project and its financing and make special provisions among others, that moneys received under such loan or grant agreement or other agreement, other items of General Receipts derived from or allocable with respect to such project, and other items of General Receipts germane to such project and the financing thereof be restricted to such special accounts or sub-accounts, and for the holding, investing and disposition of any moneys in said accounts or sub-accounts in accordance with such agreement and for the primary or exclusive benefit of the Bonds issued to finance such project; but only as and to the extent required by such agreement. If such accounts or sub-accounts are so restricted, then the amounts in such accounts or sub-accounts, to the extent so restricted, shall not be deemed to be available for Bond service charges on other Bonds in determining the sufficiency of the Bond Service Account and the Bond Service Reserve Account under the provisions hereof with respect to such other Bonds.

Section 12. Investment of Bond Service Fund. Moneys in the Bond Service Fund may be invested and reinvested by the Trustee in any eligible investments, subject to any orders of the Fiscal Officer with respect thereto, provided that investments of moneys in the account of the Bond Service Reserve Fund shall mature or be redeemable at the option of the holder at the times and in the amounts necessary to provide moneys to meet the payment of Bond service charges as they fall due, and that each investment of moneys in the Bond Service Reserve Account shall in any event mature or be redeemable at the option of the holder within five years after such investment is made. Subject to any orders of the Fiscal Officer with respect thereto, the Trustee may from time to time sell such investments and reinvest the proceeds therefrom in eligible investments maturing or redeemable as aforesaid. Any such investments may be purchased from the Trustee. The Trustee shall sell or redeem investments standing to the credit of the Bond Service Account and the Bond Service Reserve Account, in that order, to produce sufficient moneys at the times required for the purposes of meeting Bond service charges when due, and shall do so without necessity for any order on behalf of the University and without restriction by reason of any such order. Subject to the provisions of the applicable Bond proceedings, an investment made from moneys credited to an account shall constitute part of that account and such account shall be credited with all proceeds of sale and income from such investment. For purposes of this Resolution, such investments shall be valued at face amount or market value, whichever is less.

Section 13. Conditions for Issuing Additional Bonds. After the first issue of Bonds hereunder, no additional Bonds shall be issued unless the following conditions, determined as provided herein, exist at the time of authentication of such Bonds by the Trustee:

(1) The University is not in default of any covenants or obligations of the University under the Trust Agreement, and the authentication and delivery of such Bonds will not result in any such default;

(2) The General Receipts of the University during each of the two preceding fiscal years were at least equal to twice the maximum amount required to be paid in any subsequent fiscal year for Bond service charges on all Bonds to be outstanding upon the original delivery of such additional Bonds; and

(3) Other requirements provided in the Trust Agreement for the issuance of additional Bonds have been met.
General Bond Resolution (continued)

For purpose only of computing the coverage under clause (2) of this Section:

(i) Bond service charges which are to be or have been funded or refunded by such additional Bonds or by Bonds previously issued, shall be excluded from Bond service charges and the proceeds of such additional Bonds applied or committed thereto shall not be counted in the General Receipts.

(ii) Proceeds from the sale of any obligations, excepting the portion representing accrued interest or capitalized interest on Bonds, shall not be counted in the General Receipts.

(iii) The University may, at its option, exclude from Bond service charges that portion thereof to be provided by grants or payments by the United States of America, or any officer, department, agency, instrumentality or corporation thereof or created thereby, under a then existing agreement; provided that, in such case, there shall be subtracted from the amount of General Receipts for each of such proceeding two fiscal years the amount, if any, then received under such agreement but not exceeding an amount equal to the amount so excluded from Bond service charges for that fiscal year which, after application of this paragraph (iii), is determined to be the fiscal year in which the maximum of Bond service charges is required.

(iv) If all bonds outstanding under a prior trust agreement or bond resolution, referred to in the definition of "General Receipts" contained in Section 1 hereof, including all principal, interest and call premium, if any, pertaining thereto, have been paid, or provision for such payment irrevocably made from the proceeds of additional Bonds issued or to be issued hereunder or from other available sources, then the revenue is evidenced and pledged under such prior trust agreement or bond resolution in the amounts received during the two preceding fiscal years shall be included in General Receipts for purposes of clause (2) of this Section.

The satisfaction of the requirements stated in clauses (1) and (2) of this Section shall be evidenced by a certificate signed by the President of the Board or the President of the University and by the Fiscal Officer or the Secretary of the Board, in form satisfactory to the Trustee and filed with the Trustee prior to authentication of such additional Bonds, and the Trustee may reasonably require further evidence of the satisfaction of such requirements. The authentication of such Bonds by the Trustee shall be conclusive evidence that such requirements have been met for purpose of the validity and binding effect of such Bonds and the right of the holders thereof and coupons pertaining thereto to share in the pledges, General Receipts and special funds as provided in this Resolution, the Trust Agreement and the applicable Series Resolution.

Section 14. Application of Bond Proceeds. The proceeds from the sale of Bonds shall be applied solely for the purposes for which issued as authorized pursuant to Section 2 hereof. Such proceeds shall be allocated for such purposes in the applicable Series Resolution, and shall be held, invested and paid out as therein provided, subject to any applicable provision of this Resolution and the Trust Agreement.

Section 15. Further Covenants. In addition to the covenants elsewhere contained herein, the University further covenants as follows:

(a) Payment. The University will, from the sources herein provided, pay or cause to be paid the Bond service charges on each and all Bonds on the dates, at the places and in the manner provided herein, in the applicable Series Resolution and in the Bonds and coupons, according to the true intent and meaning thereof.

(b) Maintenance of Pledge. The University will not make any pledge or assignment of or create or suffer any lien or encumbrance upon the Bond Service Fund, the Bond Pledge Fund or General Receipts prior to or on a parity with the pledge thereof hereunder, except as authorized or permitted hereunder.

(c) Observance of Covenants. The University will at all times faithfully observe and perform all agreements, stipulations, covenants, undertakings, stipulations and provisions contained in this Resolution, the Trust Agreement, the Series Resolutions and in any and every Bond executed, authenticated and delivered under the Trust Agreement, and in all other proceedings pertaining to the Bonds.

(d) Duties Binding on All with Authority; Enforcement by Mandamus. Each provision of the Bond proceedings is binding upon such officer, board, authority, agency, department, or other person or body as may from time to time have the authority under law to take such actions as may be necessary to perform all or any part of the duty required by such provision; and each duty of the University and the Board, and of their members, officers and employees, undertaken pursuant to the Bond proceedings for the Bonds is established as a duty of the University, the Board and of each such member, officer, and employee, having authority to perform such duty, specifically enjoined by law resulting from an office, trust, or station within the meaning of Section 2731.01 of the Ohio Revised Code, providing for enforcement by writ of mandamus.

(e) Annual Reports. Within one hundred and twenty days after the end of each fiscal year, the University shall submit to the Trustee and each Original Purchaser, and to each bondholder who is writing requests the same, an annual report by the University showing the financial operations of the University during the preceding fiscal year, in form submitted to the Ohio Board of Regents or other State officials, and also showing the status of all special funds at the end of such fiscal year and the receipts therefrom and payments therefrom during such fiscal year, and such other data as the Trustee may reasonably deem to be relevant under the Trust Agreement and request in writing. Upon request of the Trustee, the University will make available a copy of any reports concerning the University prepared by the official auditing agency of the State, presently the Bureau of Inspection and Supervision of Public Offices.
advisor's advice was that we should follow the present schedule so that the five bond offerings would not congest the market.

Our present schedule could have been advanced perhaps a week or two but our financial

with the Chemical Bank of New York as the paying agent for the bonds. Ohio Citizens Bank will be the

and a tunnel.

McDonald Quadrangle.  Although subject to revision, the time schedule provides that on October 8, 1971,

of the total estimated cost of $8 million for the tower construction, which excludes the dining halls

October 28, the bids will be opened and an award made.  On December 1, the University plans to deliver

This Resolution shall constitute part of the Trust Agreement for all purposes, including, without limitation thereto, application to this Resolution of the provisions contained in the Trust Agreement for amendment, modification and supplementation, and provisions for separability. The execution and delivery of the Trust Agreement shall constitute certification and conclusive evidence that the General Bond Resolution as set forth therein is a true and exact copy of the General Bond Resolution as adopted by the Board and in effect at the time of execution and delivery of the Trust Agreement. The execution and delivery of each Supplemental Trust Agreement in which a Series Resolution is set forth shall constitute certification and conclusive evidence that the Series Resolution as set forth therein is a true and exact copy of such Series Resolution adopted by the Board and in effect at the time of execution and delivery of such Supplemental Trust Agreement.

Adopted: , 1971

Mr. Scheuerman presented the following information relating to the Bond Resolution, the Series 1971

Resolution, and the Grant Agreement with the Department of Housing and Urban Development:

Mr. Kreischer has been the University's consultant in preparing the information and representing the University in meetings with the University's bond counsel--Squires, Sanders, and Dempsey--and with the University's financial advisors--Prescott, Merrill, Turben, and Company--in preparation of the bond prospectus and related resolutions and agreements.

This General Bond Resolution implements recent Ohio legislation permitting the University to pledge the payment of revenue bonds the general income to the University. Prior bond issues have been supported only by revenue acquired in residence hall operations. Board of Trustees action on this General Bond Resolution will enable the specific financial plan incorporated in the second item on the agenda, namely, the Series 1971 Resolution relating to the issuance of $7.7 million in General Receipts Bonds for Offenhauer Hall.

The $7.7 million to be derived from bond sales is augmented by $1.8 million in prior year accumulations of residence hall operating surpluses to finance Offenhauer Hall and the related dining hall addition to McDonald Quadrangle. Although subject to revision, the time schedule provides that on October 8, 1971, two weeks of advertising will commence, and the prospectus will be mailed to prospective bidders. On October 28, the bids will be opened and an award made. On December 1, the University plans to deliver the bonds to the winning bidder.

Following this on the agenda is a resolution providing for Board acceptance of a Grant Agreement with the Federal Department of Housing and Urban Development whereby HUD will provide a subsidy of a maximum of $100,980 per year as partial payment of the interest costs on the bonds. This amount is derived from a computation under which the federal government will assume the interest cost on a maximum of $3,060,000 of the total estimated cost of $8 million for the tower construction, which excludes the dining halls and a tunnel.

The succeeding item on the agenda does not require Board approval. It reports a Trust Agreement with the Chemical Bank of New York as the paying agent for the bonds. Ohio Citizens Bank will be the alternate paying agent and will act as corresponding agent with Chemical Bank of New York.

Your approval of the three resolutions is requested.

Mr. Robert Dorfmeyer asked if it is necessary or desirable that the bonds be approved for sale at this time. Mr. Scheuerman replied that it is both desirable and necessary. The interim notes through which the building construction was financed are due and payable on December 15, 1971. It is desirable in that we are one of five Ohio institutions of higher education which will be selling bonds between now and December. Our present schedule could have been advanced perhaps a week or two but our financial advisor's advice was that we should follow the present schedule so that the five bond offerings would not congest the market.
A roll call vote was taken with the following results: Voting "yes" -- Mr. Bryan, Mr. Dorfmeyer, Mr. Shanklin, Mr. Simmons, Mrs. Stranahan, Mrs. Ward, Mr. White. The Chairman declared the motion passed unanimously.

Series 1971 Resolution

It was moved by Mr. White, seconded by Mr. Dorfmeyer, that the following series resolution providing for the authorization, issuance and sale of $7,700,000 General Receipts Bonds, Series 1971, of Bowling Green State University be approved.

SERIES 1971 RESOLUTION

Providing for the authorization, issuance and sale of $7,700,000 General Receipts Bonds, Series 1971, of Bowling Green State University, dated as of , 1971, pursuant to Trust Agreement dated as of , 1971.

WHEREAS, Bowling Green State University (herein called the "University"), a state university of the State of Ohio created and existing under Chapter 3345 of the Ohio Revised Code, by resolution adopted by its Board of Trustees (herein called the "Board") on , 1971, herein called the "General Bond Resolution", approved the "Series 1971 University Facilities Project", the costs of which Project are $ ; and

WHEREAS, the General Bond Resolution was adopted and the Trust Agreement was authorized by the Board pursuant to Sections 3345.11 and 3345.12 of the Ohio Revised Code, enacted by the General Assembly of Ohio under authority of the Constitution of Ohio, particularly Section 21 of Article VIII thereof, which authorize the University to issue its Bonds to pay costs of certain capital facilities, defined as "auxiliary facilities" in Section 3345.12 of the Ohio Revised Code and called "University Facilities" in the General Bond Resolution and in this Series Resolution, and to refund, fund or retire such Bonds or other obligations previously issued for such purpose; and

WHEREAS, the University has previously determined, and does hereby confirm, that it has been necessary to construct, equip and furnish certain University Facilities, being a new dormitory building for approximately 850 students on the campus of the University, and herein called the "Series 1971 University Facilities Project" or "Project", the costs of which Project are $ ; and

WHEREAS, bond anticipation notes designated Bowling Green State University General Receipts Refunding Notes of 1971, dated as of April 1, 1971, presently outstanding in the amount of $7,000,000, have been issued to pay part of the costs of the Project, the Project has been completed, the balance of the costs paid or to be paid from other funds of the University available therefor and from part of the proceeds of the Bonds authorized hereby, and it is necessary to issue Bonds to retire the above notes, and to pay interest thereon, and to pay part of the costs of the Project; and

WHEREAS, pursuant to the foregoing, the University has determined to issue, as the first issue of Bonds under the Trust Agreement, $7,700,000 principal amount of General Receipts Bonds, to be designated General Receipts Bonds, Series 1971, of Bowling Green State University, dated as of , 1971, pursuant to Trust Agreement dated as of , 1971.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF Bowling Green State University, as follows:

Section 1. Definitions and Interpretations. All words and terms defined in Section 1 of the General Bond Resolution and all interpretations therein provided shall have the same meanings, respectively, and be subject to the same interpretations as therein provided where used in this Resolution, unless the context or use clearly indicates another or different meaning or intent, except that this Resolution, together with the Certificate of Award provided for in Section 5 hereof, is sometimes herein called and may be known as the "Series 1971 Resolution", the Bonds authorized by this Resolution are referred to herein and in the First Supplemental Trust Agreement hereby authorized as the "Series 1971 Bonds", and the terms "hereof", "herein", "hereunder", and similar terms, mean this Resolution. As used in this Resolution, "Series 1971 University Facilities Project" and "Project" means the dormitory project described in the preambles hereto; "Outstanding Notes" shall mean the notes, designated "General Receipts Refunding Notes of 1971", referred to in the preambles hereto; "Government" shall mean the United States of America; and "Grant Agreement" shall mean the Grant Agreement entered into by the University and the Government, in connection with the Series 1971 Bonds and the Project, being Contract No. , dated as of , 1971, covering Project No. CH-Ohio-264(D), including any lawful amendments thereto or waivers of provisions thereof by the Government entered into or granted from time to time.

Section 2. Authority. This Resolution is adopted pursuant to the General Bond Resolution, the Trust Agreement, and the Act.

Section 3. Authorization, Designation and Purpose of Series 1971 Bonds. It is hereby declared to be necessary to, and the University shall, issue, sell and deliver, as provided and authorized herein, $7,700,000 principal amount of General Receipts Bonds of the University, which shall be designated "General Receipts Bonds, Series 1971", for the purpose of

Proceedings, Trustees Bowling Green State University
August 28, 1971

141
Series 1971 Resolution (continued)

paying part of the costs of the University Facilities that comprise the Series 1971 University Facilities Project and to retire obligations previously issued for such purpose, the proceeds from the sale of the Series 1971 Bonds shall be allocated and deposited as provided in Section 6 hereof.


(a) Form and Numbering. The Series 1971 Bonds shall be issued initially in the form of coupon Bonds registerable as to principal only or of fully registered Bonds as requested by the Original Purchaser thereof, shall be exchangeable for Series 1971 Bonds in coupon form or fully registered form as provided in the Trust Agreement, and shall be executed as determined by the Fiscal Officer.

(b) Denomination and Dates. The Series 1971 Bonds in coupon form shall be in the denomination of $5,000 each, and shall be dated as of July 1, 1971. The Series 1971 Bonds in fully registered form shall be in the denomination of $5,000 and any multiple thereof authorized by the Trust Agreement, and shall be dated as of the date of Series 1971 Bonds in coupon form if authenticated prior to the first interest payment date, and otherwise shall be dated as of the last interest payment date preceding the date of their authentication except that if authenticated on an interest payment date they shall be dated as of such date of authentication; provided that if at the time of authentication, interest thereon is in default, they shall be dated as of the date to which interest has been paid. Each Series 1971 Bond shall have only one principal maturity date, except for interim certificates or receipts which may be issued pending preparation of definitive Bonds.

(c) Interest. The Series 1971 Bonds shall bear interest from their respective dates payable semi-annually on June 1 and December 1, beginning June 1, 1972, at the respective rates per annum set forth in the Certificate of Award provided for in Section 5 hereof.

(d) Maturities. The Series 1971 Bonds shall mature on June 1 in the years and in the principal amount set opposite the year as follows:

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<th>Year</th>
<th>Principal</th>
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<tbody>
<tr>
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(e) Redemption Terms and Prices. The Series 1971 Bonds maturing prior to June 1, 1983, are subject to redemption. The Series 1971 Bonds maturing on and after June 1, 1983, are subject to redemption at the option of the University prior to their stated maturities, in whole or in part, on December 1, 1982, or on any interest payment date therefor, at redemption prices equal to the following percentages of the principal amount redeemed plus in each case accrued interest to the date fixed for redemption:

If Redeemed (dates inclusive)                      Redemption Price
December 1, 1982 to June 1, 1986                      104.7%
December 1, 1986 to June 1, 1990                      103.1%
December 1, 1990 to June 1, 1994                      102.2%
December 1, 1994 to June 1, 1999                      101.1%
December 1, 1999 and thereafter                      100.0%

If less than all of the outstanding Series 1971 Bonds are called for redemption at one time, they shall be called in inverse order of the maturities of the Series 1971 Bonds outstanding, and if less than all of the outstanding Series 1971 Bonds of one maturity are to be called, the selection of such Series 1971 Bonds, or portions of fully registered Bonds, of such maturity to be called shall be made by lot in the manner provided in the Trust Agreement. Notice of call for redemption of Series 1971 Bonds shall be given in the manner provided in the Trust Agreement.

(f) Place of Payment and Paying Agents. The principal, interest and any redemption premium on the Series 1971 Bonds in coupon form, other than principal of or any redemption premium on coupon bonds registered as to principal, shall be payable at the office of the Trustee, or, at the option of the holder at the office of The Ohio Citizens Trust Company, Toledo, Ohio. The principal of and any redemption premium on registered Series 1971 Bonds shall be payable at the office of the Trustee and the interest on fully registered Series 1971 Bonds shall be payable by check or draft, as provided in the Trust Agreement.

(g) Execution. The Series 1971 Bonds and the coupons pertaining thereto shall be executed in the manner provided in the General Bond Resolution.


(a) General. The Series 1971 Bonds shall be offered for sale, by advertisement, to the highest bidder based on the lowest interest rate determined as hereafter described, at such time, in such manner and on such terms as determined by the Fiscal Officer of the University, and may be awarded by the Fiscal Officer as provided in this Section.

(b) Notice of Sale and Official Statement. Notice of Sale of the Series 1971 Bonds, over the name of the Fiscal Officer on behalf of the University, shall be given in such manner determined by the Fiscal Officer, provided that such notice shall be published at least once, not less than ten calendar days before the date for receipt of bids, in The Daily Bond Buyer. Such Notice of Sale shall set forth the terms pertaining to the bids.
Series 1971 Resolution (continued)

and other terms and conditions of the sale of the Series 1971 Bonds as the Fiscal Officer shall determine, provided that the purchase price therefor shall not be less than par plus accrued interest and the highest single interest rate that may be bid may not exceed \% or such lower rate as may be prescribed in the Notice of Sale. The Fiscal Officer may also cause to be prepared and printed and shall sign an affidavit stating that the University setting forth appropriate information pertaining to the University and to the Series 1971 Bonds, in sufficient number for distribution to prospective bidders.

(c) Award. Unless all bids are rejected, the Fiscal Officer, acting on behalf of the University, shall award the Series 1971 Bonds to the highest bidder therefor based on the lowest interest cost to absolute maturity, such lowest interest cost to be determined by taking the aggregate amount of interest to the several maturity dates of the Series 1971 Bonds at the rate or rates specified and deducting therefrom the amount of the premium, if any. The cost of printing the Series 1971 Bonds shall not be considered in determining the lowest interest cost. Such award shall be made by a certificate of the Fiscal Officer, herein called the "Certificate of Award", which shall identify the successful bidder (called "Original Purchaser" in this Resolution and the Trust Agreement), the interest rate or rates, and such other data or provisions as the Fiscal Officer determines consistent with this Resolution and the Trust Agreement. The Certificate of Award shall be incorporated in and form a part of the Supplemental Trust Agreement authorized by Section 9 hereof.

Section 6. Allocation of Proceeds of Series 1971 Bonds. All of the proceeds from the sale of the Series 1971 Bonds shall be received and receipted by the Fiscal Officer, and shall be allocated, deposited and credited as follows:

(a) To the Bond Service Account in the General Receipts Bond Service Fund, the portion of such proceeds representing accrued interest and premium, if any;

(b) To the 1971 University Facilities Project Construction Fund (hereinafter called the "1971 Construction Fund") hereby established, the balance of the proceeds from the sale of the Series 1971 Bonds; provided, however, appropriate portions of the proceeds may, instead of such deposit to the 1971 Construction Fund, be paid at the option of the University directly to the obligees of the University, or to the University for prompt payment to such obligees, in the amounts necessary to retire the Outstanding Notes.

Any unexpended proceeds from the Outstanding Notes shall be deposited to the credit of the 1971 Construction Fund except to the extent applied to retire the Outstanding Notes and to pay interest thereon.

The 1971 Construction Fund hereby established shall be held by the University in a separate deposit account or accounts (except when invested as hereinafter provided) set up in a bank or banks that are members of the Federal Deposit Insurance Corporation, and used to pay costs of the Series 1971 University Facilities Project that constitute "costs of University Facilities" as defined in the General Bond Resolution (herein called "Series 1971 Project Costs") and to retire the Outstanding Notes.

The Fiscal Officer shall apply the 1971 Construction Fund pursuant to the provisions of this Section 6 to the payment of the Series 1971 Project Costs. Any payment to be made with respect to an obligation under a construction contract relating to the Project shall be made only upon certification by a qualified architect or engineer that such payment is due under such contract. The moneys to the credit of the 1971 Construction Fund shall, pending application thereof as above set forth, be subject to a lien and charge in favor of the holders of the Series 1971 Bonds and the University covenants that it will not cause or permit to be paid from said Fund any funds except in compliance with the provisions of this Resolution and the Trust Agreement. No part of the proceeds of the Series 1971 Bonds for which an annual debt service grant will be paid by the Government shall be used to pay costs which under the rules, regulations or practices of the Government may not be paid from such proceeds, and such proceeds shall be deposited and applied as aforesaid and none of such proceeds shall be applied or invested in any manner contrary to the Grant Agreement.

Moneys on deposit in the 1971 Construction Fund in excess of the estimated current disbursements on account of the Project for the next 90 days may be invested by or at the direction of the Fiscal Officer in eligible investments, as defined in the General Bond Resolution, subject however, to the terms and conditions of the Grant Agreement. Such investments and the proceeds of sale thereof shall constitute part of the 1971 Construction Fund, and earnings from any such investments shall be deposited in said Fund. The said investments may be sold, exchanged or collected from time to time by or at the direction of the Fiscal Officer.

Any balance remaining in the 1971 Construction Fund after payment of costs described in this section shall be promptly transferred to the Bond Service Reserve Account in the Bond Service Fund; provided, however, that the University shall have the right first to withdraw any such moneys representing additional funds deposited to said Construction Fund except the proceeds of borrowings by the University.

Section 7. Additional Covenants.

(a) Grant Agreement with the Government. So long as the Grant Agreement is by its terms in effect and binding on the University, the University covenants that it will comply with the applicable terms and conditions of said Agreement, and that all debt service grant payments received by the University pursuant to the Grant Agreement shall be deposited, immediately upon receipt, in the Bond Service Account in the Bond Service Fund.

(b) Application of Proceeds. The Project has been completed and the University hereby finds and determines that the encumbrances for and expenditures representing Series 1971 Project Costs have been made, and that all of the proceeds from the sale of the Series 1971
Bonds will be needed to retire the Outstanding Notes and to pay part of the Series 1971 Project Costs, and hereby directs the appropriate officers to apply such proceeds thereto at the earliest practicable date. The University covenants that in no event shall the proceeds of the Series 1971 Bonds be invested or used in such manner that any of said bonds would be "arbitrage bonds" for purposes of Section 103(d)(1) of the Internal Revenue Code of 1954, as amended.

Section 8. Funding of Required Reserve. In accordance with and consistent with clause (2)(i) of Section 7(b) of the General Bond Resolution, the portion of the Required Reserve necessitated by reason of the Series 1971 Bonds shall be funded as provided in this Section. At least five business days before each June 1 and December 1, commencing June 1, 1972, the University shall pay over to the Trustee from the Bond Pledge Fund and, if necessary, from any other General Receipts of the University, to the credit of the Bond Service Reserve Account, at least one-tenth of such portion of the Required Reserve. Such payments to the Trustee shall, subject to clause (2)(iii) of Section 7(b) of the General Bond Resolution, continue at the times and in the amounts aforesaid until the aforesaid portion of the Required Reserve is fully funded.

Section 9. First Supplemental Trust Agreement. The President of the Board, the President of the University, the Secretary of the Board, and the Fiscal Officer, or any one or more of them are authorized and directed to execute, acknowledge and deliver to the Trustee, in the name of and on behalf of the University, a First Supplemental Trust Agreement pursuant to the Trust Agreement and in connection with the issuance of the Series 1971 Bonds, in substantially the form submitted to this Board with such changes therein as the Board may approve, so that the Trust Agreement and such Additional Supplemental Trust Agreements shall thereafter be consistent with the provisions of the Act and the Trust Agreement as amended.

ADOPTED: __________, 1971

A roll call vote was taken with the following results: Voting "yes"—Mr. Bryan, Mr. Dorfmeyer, Mr. Shanklin, Mr. Simmons, Mrs. Stranahan, Mrs. Ward, Mr. White. The Chairman declared the motion passed unanimously.

Grant Agreement - Department of Housing and Urban Development

No. 12-72 It was moved by Mr. Simmons, seconded by Mrs. Stranahan, that the following resolution be adopted:

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

GRANT AGREEMENT

(College Housing Program)

(Public Institutions)

Name of Applicant: Bowling Green State University

Address: Bowling Green, Ohio 43403

Project No.: CH-OHIO-244(D)

Federal Contract No.: __________________________

THIS GRANT AGREEMENT DATED AS OF _______ 1, 1971 by and between Bowling Green State University, a state university of the State of Ohio (herein called the "Grantee"), and the United States of America, Secretary of Housing and Urban Development (herein called the "Government"):

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That for and in consideration of the mutual promises hereinafter contained, the parties hereto do covenant and agree as follows:

Section 1. Amount and Purpose. Subject to the Terms and Conditions (Form HUD-dated ) attached hereto and made a part hereof as Attachment A, and the provisions of this Agreement, the Government will make an annual grant to the Grantee and (NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT AND OF THE ATTACHMENTS HERETO) guarantees payment thereof in accordance with Section 10 of the Terms and Conditions for so long as the related Bonds sold to finance Approved Government-supported Project Costs are outstanding or 40 years whichever is the lesser period, in an amount not to exceed $100,980 or the difference between (1) the average annual debt service costs on the Bonds sold to finance the Approved Government-supported Project Costs as determined by the Government on completion of the Project and (2) the average annual debt service that would have been required during the life of the loan at an interest rate of three percent, whichever is the lesser. The Project hereinafter defined is presently estimated to cost a total of $9,455,893 and the Approved Government-supported Project Costs are estimated to $3,060,000.

Section 2. Description of the Project. The Project shall consist of a new dormitory building (consisting of two towers and connecting one-story lobby-lounge area) to provide housing for approximately 850 students (herein called the "Project").
Department of HUD Grant Agreement (continued)

Section 3. Reduction in Grant. The Government shall have the right to reduce the amount of the Grant upon giving the Grantee written notice, if the Approved Government-supported Project Costs after award of construction contract or upon completion of the Project are determined by the Government to be less than the estimated costs upon which the stipulated amount of the Grant was based as detailed in Section 1 above.

Section 4. Special Conditions. The Government's obligation to make the Grant is also subject to the Special Conditions attached hereto and made a part hereof as Attachment B.

IN WITNESS WHEREOF, this Agreement has been executed in the name and on behalf of Bowling Green State University by the undersigned official, and under its official seal, attested by the Secretary of the Board of Trustees of said University, and in the name and on behalf of the United States of America, Secretary of Housing and Urban Development, by the undersigned official.

(SEAL) By ____________________________
(Signature) ____________________________
(Name and Title) _________________________

ATTEST:

(Signature) ____________________________
(Name and Title) _________________________

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By ____________________________
Title ____________________________
(Date) ____________________________

ATTACHMENT "A"

TERMS AND CONDITIONS


/Public Law 475, 81st Congress, as amended/

Section 1. Definitions. As used in these Terms and Conditions:


"Government" means the United States of America or the Department of Housing and Urban Development.

"Secretary" means the Secretary of Housing and Urban Development.

"Grant Agreement" or "Agreement" means the contract between the Government and the Grantee covering the Project and includes both these Terms and Conditions and any other contract instruments attached thereto or made a part thereof or incorporated by specific reference.

"Grantee" means the public educational institution designated in the Grant Agreement.

"Bonds" mean the obligations which will be sold to the private lender and supported by Government grant payments.

"Project" means the facilities for which the Government has agreed to provide grant assistance.

"Eligible Project Costs" mean the cost of construction including fixed equipment, preliminary development expenses, architectural and engineering expenses, legal and administrative expenses, cost of land and site improvements, interest during construction and other eligible costs, all as determined by the Government.

"Approved Government-supported Project Costs" means the amount of Eligible Project Costs which the Government has approved as the basis for determining the amount of Bonds to be supported by the annual Grant.

Section 2. Prompt Procedure - Economic Construction. The Grantee covenants and agrees that it will proceed promptly with all matters necessary to the financing and development of the Project; and that the Project will be undertaken and developed in an economical manner, and will not be of elaborate or extravagant design or materials.
Section 3. Title Evidence. The Grantee will furnish evidence satisfactory to the Secretary of its ownership of the Project site, or of a leasehold or other interest sufficient to assure undisturbed use and possession for the purpose of construction and operation of the Project during the period for which the Government is obligated to make annual grant payments.

Section 4. Assurance of Funds. The Grantee covenants and agrees that it has, or will have upon sale of the Bonds or other obligations supported by the annual grant payment, all funds required to assure completion of and payment in full of the development cost of the Project, and that upon request of the Secretary it will furnish evidence thereof satisfactory to him.

Section 5. Bonds. The Grantee shall initiate and prosecute to completion all proceedings necessary to the authorization, issuance and sale of the Bonds and to the security thereof in accordance with the financing plan approved by the Secretary.

Section 6. Advertisement of Bonds. The Grantee shall advertise the Bonds for public sale in a financial publication of general circulation to the bond market in which the Bonds will be sold. The advertisement shall state that debt service payment on the Bonds is supported by a Government subsidy grant.

Section 7. Bids. The Grantee shall accept bids for the entire Bond issue only and will award the issue to the lowest bidder unless all bids are rejected. After the award of Bonds is made, the Grantee shall notify the Government of the name of the purchaser and date of the Bond award and also furnish the Government a certified tabulation of all bids received showing for each bid (1) the annual maturities, (2) the interest rate or rates applicable thereto, (3) the amount of any premium or discount for the Bonds and (4) the net effective interest cost and rate applicable to the entire issue. In the event any one bid is accepted, the Bond award must be approved by the Secretary. Following Bond closing, the Grantee shall provide the Government with a certified copy of the Bond resolution and the final approving opinion of a Bond Counsel acceptable to the Secretary.

Section 8. Grant Payments. (a) Computation of average annual debt service on the Bonds for the purpose of establishing the amount of grant payments shall be determined by the Government on the basis of the net effective interest cost commencing with Bonds maturing after the date of initial project occupancy. Grant payments shall be made semi-annually by the Government following commencement of occupancy of the Project on or before the date semi-annual debt service installments are required to be transferred to the trustee or paying agent for deposit into the Bond Fund in accordance with the Bond indenmity or resolution. At least thirty days prior to any payment date the Grantee shall file with the Government a requisition which shall include a certification as to any Bonds redeemed or refunded in advance of stated maturities subsequent to any preceding certification. (b) Any overpayments of the annual debt service grant shall be deducted from subsequent payments.

Section 9. Redemption. Unless otherwise approved by the Secretary, Bonds maturing during the first ten years after the date of the Bonds shall be non-callable and all other Bonds shall be callable in inverse order of maturity at stated premiums on any redemption date commencing with the eleventh year after bond date. The Grantee shall exercise the call provisions for the purpose of refinancing the loan at more advantageous interest rates, when requested by the Secretary. The Grantee shall bear the expenses of such refinancing, including premiums, but may include such in the re-financing issue as an item of eligible cost for computation of the revised grant amount.

The Government must be notified by the Grantee of all refinancings proposed by the Grantee on Bonds subject to annual grant subsidy payments. The Grantee will not undertake any such refinancing without the concurrence of the Government.

In the event any of the Bonds are redeemed or refunded in advance of their stated maturities, the grantees shall furnish the Government, within 30 days after the date of such redemption or refunding, a certified statement of (1) the maturities redeemed or refunded, (2) the revised net effective interest cost applicable to the remaining outstanding maturities and (3) the resulting average annual debt service, for the remaining outstanding Bonds or refunding Bonds.

Section 10. Pledge. The Grantee shall pledge the grant subsidy payments accruing with respect to the Project to the payment of interest and principal on the Bonds issued pursuant to this Agreement and may also pledge such payments to Bonds at any time issued on a parity with such Bonds where issued under an open-end trust agreement or bond resolution. It being intended that this Agreement is for the benefit of all bondholders. The Government guarantees payment of the grant subsidy so pledged as provided in Section 8 hereof so long as the Bonds are outstanding notwithstanding any other provisions of this Agreement.

Section 11. Use of Project. The Grantee covenants that it will operate and maintain the Project or provide for the maintenance and operation thereof for the purpose described in Section 2 of the Grant agreement during the period for which the Government is obligated to make annual grant payments, unless otherwise expressly agreed to by the Secretary.

Section 12. Retention of Title. The Grantee covenants that unless otherwise expressly agreed to by the Secretary, it will not dispose of the Project or encumber its title or leasehold or other interest in the Project in any way which might impair its continued use for the purposes contemplated herein, including the underlying reality, or its interest in any property necessary for the access to or use thereof during the period for which the Government is obligated to make annual grant payments.
Attachment "A" - Terms and Conditions (continued)

Section 13. Construction by Contract. All work on the Project shall be done under contract and every opportunity shall be given for free, open, and competitive bidding for each and every construction, material, and equipment contract unless otherwise approved by the Secretary. The Grantee shall give such publicity by advertisement or calls for bids by it for the furnishing to it of work, labor, materials, and equipment as required by applicable law and as will provide adequate competition; and the award of each contract therefor shall be made, after approval by the Secretary, to the lowest responsible bidder as soon as practicable: Provided, That in the selection of equipment or materials the Grantee may, in the interest of standardization or ultimate economy, if the advantage of such standardization or such ultimate economy is clearly evident, award a contract to a responsible bidder other than the lowest in price upon prior approval by the Secretary.

Section 14. Construction Account. The Grantee shall establish in a bank or banks which are members of the Federal Deposit Insurance Corporation, or with the fiscal agency of the Grantee fixed by law, an account or accounts (herein collectively called the "Construction Account") into which shall be deposited any proceeds of interim construction financing, the proceeds from the sale of the Bonds (except accrued interest payments and deposits to interest and reserve accounts or funds), and the additional funds, if any, required by the provisions of the Grant Agreement to be furnished by the Grantee in order to assure the payment of all Project costs. Moneys in the Construction Account shall be expended only for such purposes as shall have been previously specified in the Project cost estimates approved by the Government.

Where the moneys on deposit in the Construction Account exceed the estimated disbursements on account of the Project for the next 90 days, the Grantee may deposit such excess funds in time deposits in banks that are members of the Federal Deposit Insurance Corporation or may invest such excess funds in direct obligations, or obligations the principal of and interest on which are guaranteed by, the United States Government, which shall mature not later than 18 months after the date of such investment and which mature or may be redeemed at not less than the purchase price. The earnings from any such deposits or investments shall be deposited in the Construction Account by the Grantee.

Any moneys remaining in the Construction Account after all costs of the Project have been paid shall be promptly used to the extent feasible for the redemption of Bonds, or in the alternative, shall be deposited into the Bond Sinking Fund or Redemption Fund.

Section 15. Submission of Proceedings, Contract and Other Documents. The Grantee shall submit to the Government such data, reports, records, and documents relating to the financing, construction, and operation of the Project and financial condition of the Grantee as the Government may require. Approval of the Government must be obtained prior to the assignment of any interest in or part of any contract relating to the Project.

Section 16. Contract Security. The Grantee shall require that each construction contractor shall furnish a performance bond in an amount at least equal to 100 percent of his contract price as security for the faithful performance of his contract and also a payment bond in an amount not less than 50 percent of the penal sum not less than that prescribed by State, territorial, or local law, as security for the payment of all persons performing labor on the Project under his contract and furnishing materials in connection with his contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

Section 17. Insurance During Construction. The Grantee shall require that each of its contractors and all subcontractors shall maintain during the life of his contract Workmen's Compensation Insurance, Public Liability, Property Damage, and Vehicle Liability Insurance in amounts and on terms satisfactory to the Government. Unless otherwise required by law, the Grantee may require that each contractor shall furnish a performance bond as security for the faithful performance of his contract and every opportunity shall be given for free, open, and competitive bidding for each and every construction, material, and equipment contract unless otherwise approved by the Secretary. The Grantee may require that each contractor shall furnish a payment bond in an amount not less than that prescribed by State, territorial, or local law, as security for the payment of all persons performing labor on the Project under his contract and furnishing materials in connection with his contract.

Section 18. Wage Rates and Work Hours.

(a) Wage Rates. Upon receipt of the list of wage rates determined by the Secretary of Labor in accordance with the Act of March 3, 1931 (Davis-Bacon Act, as amended), the Grantee shall include such list in all contracts calling for work on the Project and require adherence thereto. The Grantee shall also require of its contractors that such list shall be posted at appropriate conspicuous points on the site of the Project. Unless otherwise required by law, wage rates need not be listed for nonmanual workers, including executive, supervisory, administrative and clerical employees.

If, after the award of the contract, it becomes necessary to employ any person in a trade or occupation not classified in the above list, such person shall be paid at not less than a rate to be determined by the Secretary of Labor. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The contract shall not permit the contractor to employ persons in trades or occupations not classified in sufficient time for the Grantee to obtain approved rates for such trades or occupations.

(b) Contract Work Hours. The Grantee shall comply with the provisions of the Contract Work Hours Standards Act (40 U.S.C. 372-332) and the applicable rules and regulations issued by the Secretary of Labor thereunder which are incorporated
Attachment "A" - Terms and Conditions (continued)

The Grantee shall cause to be inserted in each contract or subcontract subject to the Work Hours Standards Act the specific provisions required by the above regulations.

(c) Donation of Services. The Government may waive the application of subsections (a) and (b) in cases or classes of cases where laborers or mechanics, not otherwise employed at any time in the construction of the Project, voluntarily donate their services without full compensation for the purpose of lowering the cost of construction and the Government determines that any amounts saved thereby are fully credited to the Grantee.

Section 19. Payment of Employees. The Grantee shall require of its contractors that all employees engaged in work on the Project be paid in full (less deductions made mandatory by law) not less often than once each week.

Section 20. Wage Underpayments and Adjustments. The Grantee shall require of each of its contractors that, in cases of underpayment of wages by the contractor, the Grantee may withhold from such contractor out of payments due, an amount sufficient to pay workers employed on the work covered by his contract the difference between the wages required to be paid under the contract and the wages actually paid such workers for the total number of hours worked and may disburse such amounts so withheld by it for and on account of the contractor to the respective employees to whom they are due.

Section 21. Copeland Act. The Grantee shall comply with the provisions of the Copeland Act (Anti-Kickback, 40 U.S.C. 276c) and the applicable rules and regulations issued by the Secretary of Labor thereunder which are incorporated herein by reference. The Grantee shall cause to be inserted in each contract or subcontract subject to the Copeland Act the specific provisions required by the specific regulations in the construction, prosecution, or completion of the Project to comply therewith, and to cause his subcontractors to do likewise.

Section 22. Accident Prevention. The Grantee shall require of its contractors that precautions shall be exercised at all times for the protection of persons (including employees) and property, and that hazardous conditions be guarded against or eliminated.

Section 23. Supervision and Inspection. The Grantee shall provide and maintain on its own behalf competent and adequate architectural or engineering services covering the supervision and inspection of the development and construction of the Project.

Section 24. Nondiscrimination.

(a) Civil Rights Act of 1964. The Grantee covenants and agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000a-2000d), and with the rules and regulations (24 CFR, Subtitle A, Part I) issued by the Department of Housing and Urban Development pursuant thereto.

(b) Fair Housing. The Grantee covenants and agrees that it will comply with Title VIII (Fair Housing) of the Civil Rights Act of 1968 (42 U.S.C. 3601-3619).

(c) Equal Opportunity in Housing. The Grantee covenants and agrees that it will comply with the provisions of Executive Order 11063, dated November 20, 1962 and with the requirements imposed by the Department of Housing and Urban Development pursuant thereto.

(d) Equal Employment Opportunity. The Grantee hereby agrees to incorporate or cause to be incorporated into any contract for construction work or modification thereof, paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following Equal Opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or selection; layoff or termination; rate of pay or other terms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin."
Attachment "A" - Terms and Conditions (continued)

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and other relevant data and records appertaining to the development of the Project.

(6) In the event of the contractor's noncompliance with the Equal Opportunity clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development the contractor may request the United States to enter into such litigation to protect the interests of the United States."

The Grantee further agrees that it will be bound by the above Equal Opportunity clause in any federally-assisted construction work which it performs itself other than through the permanent work force directly employed by an agency of government.

The Grantee agrees that it will cooperate actively with the Department of Housing and Urban Development and the Secretary of Labor in obtaining compliance of contractors and subcontractors with the Equal Opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the Department of Housing and Urban Development and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the Department of Housing and Urban Development in the discharge of the Department's primary responsibility for securing compliance. The Grantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 with a contractor debarred from, or who has not demonstrated eligibility for Government contracts and federally-assisted construction contracts pursuant to Part II, Subpart D of Executive Order 11246 and will carry out such sanctions and penalties for violation of the Equal Opportunity clause as may be imposed upon contractors and subcontractors by the Department of Housing and Urban Development or the Secretary of Labor pursuant to Part II, Subpart D of Executive Order 11246.

Section 25. Audit and Inspection. The Grantee shall require of its contractors for employment.

Section 26. Signs. The Grantee shall cause to be erected at the site of the Project, and maintained during construction, signs satisfactory to the Government identifying the Project and indicating the fact that the Government is participating in the development of the Project.

Section 27. Insurance on Completed Project.

(4) Fire and Extended Coverage. Upon acceptance of the Project from the contractor, the Grantee shall, if such insurance is not already in force, procure Fire and Extended Coverage Insurance on the Project. The foregoing Fire and Extended Coverage...
Attachment "A" - Terms and Conditions (continued)

Insurance shall be maintained so long as grants continue to be paid and shall be in amounts sufficient to provide for not less than full recovery whenever a loss from perils insured against does not exceed 80 percent of the full insurable value of the damaged building.

In the event of any damage to or destruction of any of said building or buildings, the Grantee shall promptly arrange for the application of the insurance proceeds for the repair or reconstruction of the damaged or destroyed portion thereof, or retire the outstanding bonds.

(b) Boiler Insurance. Upon acceptance of the Project from the contractor, the Grantee shall, if such insurance is not already in force, procure and maintain, so long as any of the grants continue to be paid, Boiler Insurance covering any boilers servicing the Project, in a minimum amount of $50,000.00.

(c) Liability Insurance. Upon acceptance of the Project from the contractor, the Grantee shall, if such insurance is not already in force, procure and maintain, so long as any of the grants continue to be paid, Public Liability Insurance with limits of not less than $100,000 for one person and $300,000 for more than one person involved in one accident to protect the Grantee from claims for bodily injury and/or death which may arise from the Grantee's operations, including any use or occupancy of its grounds, structures and vehicles, and including any nonowned vehicles operated for the benefit of the Grantee. The Grantee shall also maintain Vehicle Property Damage Insurance with limits of not less than $10,000.

Section 28. Proper Records and Books. The Grantee covenants that it will keep accurate financial records and proper books relating thereto, and that exact copies of audit reports prepared by an independent public accountant, or where appropriate, by a State auditing official, reflecting in reasonable detail the financial condition and record of operation of the Grantee, and the Project.

Section 29. Interest of Third Parties. The Grant Agreement is not for the benefit of third parties, except for the holders from time to time of any of the Bonds, and the Government shall be under no obligation to any such parties, whether or not directly interested in said Agreement, to pay any charges or expenses incident to compliance by the Grantee with any of its duties or obligations thereunder.

Section 30. Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

Section 31. Bonus or Commission. By execution of the Grant Agreement the Grantee represents that it has not paid and, also, agrees not to pay any bonus, commission, or fee for the purpose of obtaining an approval of its application for the grant hereunder.

Section 32. Termination Rights. Prior to sale of Bonds or other obligations the Grantee shall have the right to terminate this Agreement effective thirty days after giving notice of termination to the Government.

The Government shall have the right to terminate the Grant Agreement, effective upon thirty days notice thereof to the Grantee, whenever the Government determines that the Grantee has failed to proceed promptly with the construction and financing of the Project, so long as Bonds or other obligation have not been sold.

Section 33. State or Territorial Law. Anything in the Grant Agreement to the contrary notwithstanding, nothing in the Grant Agreement shall preclude the Government from observing or enforcing compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State or territorial law: Provided, That if any of the provisions of the Grant Agreement violate any applicable State or territorial law, or if compliance with the provisions of the Grant Agreement would require the Grantee to violate any applicable State or territorial law, the Grantee will at once notify the Government in writing in order that appropriate changes and modifications may be made by the Government and the Grantee to the end that the Grantee may proceed as soon as possible with the construction of the Project.

Section 34. Remedies. (a) The Government reserves all rights to enforce the obligations of the Grantee under this Grant Agreement; provided that from and after the sale of the Bonds and so long thereafter as the Bonds are outstanding, the Government shall have no right to terminate its guaranty to pay the annual grants notwithstanding failure of the Grantee to observe any requirement or agreement on its part under the Agreement.

(b) Upon a violation of any of the provisions of the Agreement, the Government may give written notice thereof to the Grantee by registered or certified mail. If such violation is not corrected to the satisfaction of the Government within 15 days after the date such notice is mailed without further notice the Government may declare a default under this Agreement and apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against violation of this Agreement, for a receiver to take over and operate the property in accordance with the terms of this Agreement, or for such other remedy as may be appropriate since the injury to the Government arising from a default under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain. Grantee covenants further that it shall take all necessary action to enforce this Agreement against third parties and for this purpose will if required by the Government execute any assignments, or subrogations required by it, subject to the rights of the Bondholders.
The following Special Conditions are made a part of the Grant Agreement, dated as of 1, 1971, for the above-numbered project, as specified in Section 4 of the said Grant Agreement:

(a) The Bonds shall be issued and authenticated under the provisions of the General Bond Resolution and a Series Resolution in the forms adopted on January 1, 1971 by the Board of Trustees of the Grantee (herein collectively called the "Bond Resolution") and the Trust Agreement referred to therein, providing for the issuance of and security for General Receipts Bonds of the Grantee. A certified copy of the General Bond Resolution and of the Series Resolution is to be filed with and approved by the Government. References in this Grant Agreement to the "General Bond Resolution", "Series Resolution", "Bond Resolution", and "Trust Agreement" shall be deemed to be references to those Resolutions and said Trust Agreement referred to in the General Bond Resolution.

(b) The Terms and Conditions HUD-attached hereto and made a part hereof are hereby modified as follows:

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**ATTACHMENT "B"**

Project No.: CH-OHIO-244(D)

The following Special Conditions are made a part of the Grant Agreement, dated as of 1, 1971, for the above-numbered project, as specified in Section 4 of the said Grant Agreement:

(a) The Bonds shall be issued and authenticated under the provisions of the General Bond Resolution and a Series Resolution in the forms adopted on January 1, 1971 by the Board of Trustees of the Grantee (herein collectively called the "Bond Resolution") and the Trust Agreement referred to therein, providing for the issuance of and security for General Receipts Bonds of the Grantee. A certified copy of the General Bond Resolution and of the Series Resolution is to be filed with and approved by the Government. References in this Grant Agreement to the "General Bond Resolution", "Series Resolution", "Bond Resolution", and "Trust Agreement" shall be deemed to be references to those Resolutions and said Trust Agreement referred to in the General Bond Resolution.

(b) The Terms and Conditions HUD-attached hereto and made a part hereof are hereby modified as follows:

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**Trust Agreement**

Vice President Scheuerman commented on the item placed on the agenda and the material included in the agenda book for the information of the Board of Trustees. The document will be negotiated and finalized with the Chemical Bank of New York.

**Statutory Bond for the University Treasurer**

No. 13-72

Mr. Bryan moved, seconded by Mr. White, that—pursuant to Section 3341.03 of the Ohio Revised Code, the amount of $400,000 be approved as the sum for the statutory bond of the Treasurer of Bowling Green State University. The motion passed unanimously.

**Amendments to Student Code**

As background to the amendments presented to the Board for approval—Vice President Bond reported the appointment of a blue ribbon committee last year by the Legislature to study student disturbances. Among recommendations of this group are two, one in the area of handling offenses on campus and the other in possible complaints about the University’s interference with the cause of justice. Our Student Court has been acting as a court of competent jurisdiction in student cases, but, following a request to review the situation, a subcommittee of students and staff was appointed to study this practice. The proposed amendments will replace the Student Court with a Student Arbitration Board. All cases involving actual infractions of law will be processed in City or County courts. The amendments were reviewed by Student Council and now are recommended to the Board for action.

No. 14-72

Mr. Bryan moved, seconded by Mr. White, that the amendments as follows to the Student Code be approved. The motion was passed unanimously.

---

**Section IV University Policies, Regulations and Sanctions**

Section B Regulations (p. 10)

The following misconduct is subject to disciplinary action and/or criminal prosecution in the civil courts.*

*Items 1-11 are reprinted from the Bowling Green State University Document entitled "Procedures & Regulations Governing Students, Staff, Faculty & Visitors." Revised: September, 1969)

Section V. Jurisdiction and Procedures

A. Jurisdiction (p. 12)

3. Student Arbitration Board
Amendments to Student Code - Section V. - A. Jurisdiction - 3. Student Arbitration Board (continued)

a. The Student Arbitration Board will handle all cases referred to it by the Dean of Students' Office. It shall also serve as an appellate body for all residence hall boards, Panhellenic Council and Interfraternity Council Judicial Boards and Student Traffic Violations Board.

b. The power of this Board shall be to recommend any course of University disciplinary action to the Dean of Students, for implementation.

c. The Board shall consist of five student members appointed by the Student Body President and approved by the Student Body Organization. A faculty advisor shall be appointed by the President of the University.

d. The Board may be designated as arbiter of disputes within the University community. All parties to the dispute will be bound by the decision with the right of appeal.

e. The Board may give advisory decisions on issues referred to it that are not before any judicial body. Such opinions may not be binding.

4. Student Appeals Board (p. 12)

a. Composition: The Student Appeals Board shall consist of two students, two faculty members, together with one alternate in each category, to be appointed by the Student Body Organization, the Faculty Senate, and the President of the University, respectively.

b. Function: The Appeals Board shall serve solely as an appellate body. It must rule on all appeals from the Student Arbitration Board if the case in question originated in the Board.

c. The Student Appeals Board may rule, at its discretion, on appeals from the Student Arbitration Board if the particular case originated in a lower judicial body.

d. The Student Appeals Board will review the records involved. It may reverse or affirm the decision of the previous judicial body.

e. Final Review: All decisions of the Appeals Board may be appealed to the President of the University.

5. . . . of the initial hearing.

8. deleted because it is included in 4e.

B. Procedures (pp. 12-14)

1. Referral of cases (on campus)

Any student, University employee, or other person may report suspected violations of this Code to the Office of the Dean of Students.

a. If the Dean of Students has reason to believe these facts constitute a Code violation, he will contact the alleged student offender—in writing or in person—to schedule an interview.

b. At the interview the Dean will present the student with written charges and will advise him of his right to have the alleged violation heard by either the Dean or the Student Arbitration Board.

c. The Dean will inform the student of the sanctions involved should he (the accused) enter a plea of guilty by the Board.

d. The accused student will make his decision in writing.

e. If the accused student's charges are heard by the Dean, the case may be handled in one of two ways: (1) non-punitive counseling or (2) punitive correctional action. The Dean may consult professional personnel from the Counseling Center or Medical Center to assist in either disposition.

f. If the student chooses to have his case heard by the Student Arbitration Board, the Dean of Students will refer the case to the Secretary of the Board.

2. Because the focus is on the education of students, disciplinary hearings are conducted as informal inquiries and do not follow formalized courtroom procedures. Decisions at such hearings will be limited to evidence introduced therein. If a student has been properly notified of a hearing and fails to appear, he may be temporarily suspended by the Dean of Students until he requests and appears at a new hearing, provided no justifiable excuse was accepted by the Board or Dean.

3. The following procedural safeguards will be followed in hearings which could result in probation, suspension, or expulsion of the accused:

a. The accused student will have the right to be assisted by an adviser of his choice.

b. The burden of proof rests on the official bringing the charge.
Amendments to Student Code - Section V - B. 3. (continued)

c. The accused student has the right to present evidence and witnesses in his own behalf;
d. The Dean or the Board shall keep a record of the hearing;
e. The student shall be advised of his right to appeal the Dean's or the Arbitration Board's decision to the Student Appeals Board.
f. The Board must give the student a written explanation of the reasons for the disposition.

4. Referral of Case (off campus) (p. 14)

a. In all cases involving violations of the law on campus and in which an arrest has been effected, Campus Security will bring the person in violation before the Court of Common Pleas, or other local court of competent jurisdiction.*

*Ohio Revised Code 3345.04

b. In all other law violations occurring on the campus, the matter should be referred to the Dean of Students for further investigation and handling.

Presented to the Student Affairs Council
April 23, 1971

Committee: Mrs. Vivian Lawyer
Mr. Jeff Thompson
Mr. Randy Barnes

Consultants: Dr. Gerald Saddlemire
Dr. Ed Ward
Mr. William Steinfurth
Mr. Inghram Milliron
Mr. Frank Pittman

Accepted by the Student Affairs Council
April 23, 1971

Amended by the Student Affairs Council
May 7, 1971

Name Revision by Student Affairs Council
May 28, 1971

Statement of Chairman of Ad Hoc Committee on Faculty Contracts

Mrs. Ward recognized Dr. Maurice Mandell, who read the following statement of an Ad Hoc Committee on Faculty Contracts addressed to the Chairman of the Board of Trustees:

August 28, 1971

Mrs. Anita S. Ward, President
Board of Trustees
Bowling Green State University
Bowling Green, Ohio 43403

Dear Mrs. Ward:

As of today, August 28, 1971, virtually no contracts have been issued to faculty at Bowling Green State University for the 1971-72 academic year. Last spring the faculty signed letters of intent to accept employment with the understanding that the purpose of delay in issuing contracts was to permit the administration and trustees to maximize salary increments after the budget was approved by the state legislature.

Not only does the Bowling Green State University faculty not have contracts, but we believe it is the only faculty of a state university in Ohio which finds itself in such a position. In the light of this and other circumstances and with the imminent start of the academic year it becomes imperative that contracts be issued. Therefore the faculty clearly expects that contracts which reflect the increments which were proposed by the administration during the spring be issued as quickly as possible.

It is recognized that the honoring of salary increments contained in such contracts is subject to national wage-price freeze regulations and would become effective as soon as it is legally permissible.

We believe these expectations are consistent with the long-time spirit of cooperation which has existed within our academic community. Past actions of the Board of Trustees and administration have contributed to and promoted such a spirit of cooperation. Should this trust be eroded, a potential exists for a divisiveness which could lead to a collective faculty approach to salary negotiation.

This statement in no way challenges the autonomy of the Board of Trustees to govern the university in its internal affairs. On the contrary, it suggests that the Board of Trustees exercise its prerogatives in dealing with the internal operation of this university.

Ad Hoc Committee on Faculty Contracts

/S/ by Maurice I. Mandell, Chairman
Policy for Development of 1971-72 Operating and Auxiliary Budgets, including Level of Fees to be Charged

President Moore reported that in the spring we did not realize that the Legislature would delay this long in passing the appropriation bill. We are now in need of action on a budget, and it is obvious that we cannot wait longer. The proposed budget for 1971-72 has some question marks which we have to live with until we know the exact amount of our appropriation. There are three possible figures for the appropriation—one based on House Bill 475, another on the income tax which is being considered by the Senate, and a third based largely on a proposed increase in the sales tax. The University needs a budget, and the Board needs a statement from members who have been elected. The proposed budget includes expenditures for increases mandated for classified pay increases. Members of the Board have received a copy of the 1971-72 operating budget that the Finance Committee considered on August 16. This budget should be adopted with the condition that until the Legislature acts, expenditures will be held to a level lower than is listed. President Moore stated his intent to appoint a special committee to review all major expenditures and will ask the University Budget Council to set guidelines for the committee's operations. The President admitted that it is possible the Legislature will include restrictive language in the appropriations bill regarding fees. However, due to the overall commitment of the national administration to maintain the economic stability of the moment, "it is wise that we avoid raising instructional fees for the students for the coming quarter. There are some costs which will be less than budgeted because of the wage-price freeze and there are other costs which we can trim. It is our commitment to students expressed in my letter to them of July 16 promised that any savings will be passed on to them," President Moore said. The Board is asked to take action on this budget and to set fees for the fall quarter at present rates.

No. 15-72

The following motion was made by Mr. Shanklin, seconded by Mr. Bryan:

That the budget document dated August 16, 1971, be adopted; that there be no fee increase for the Fall Quarter 1971, but that fees will be increased for the Winter Quarter and thereafter to: $200 per quarter (undergraduate); $250 per quarter (graduate); and $350 per quarter (tuition surcharge for nonresident student)—subject to approval of the Board of Regents; that salary increases for faculty and contract staff appointees will be made in accord with the August 16 budget and the letters of intent at the earliest possible time; and that, though the appropriation has not yet been made by the State of Ohio, this University will strives to maintain a balanced budget.

In discussion, Mr. Shanklin stated that the language of House Bill 475 would raise the graduate fee even more than is in this motion and added that this motion follows many hours of work by both the Board and by the administration. Most of a day was spent by the Finance Committee of the Board with administrators in review of items of the budget and each board member was given the detailed budget. Each member of the staff spent many hours on the budget. The motion expresses the recommendation of President Moore. He complimented the staff for supplying much detail—even to the point that various concepts were projected on the basis of differing amounts of fees, of appropriations, and of salary adjustments.

President Moore stated that if this motion is approved contracts can be issued immediately to replace the letters of intent which were distributed last spring after faculty members had voted by department for this procedure. At that time, it appeared that the amount of appropriations possibly to be approved in the summer could permit larger salary increases than are in the budget.

Mr. Simmons commented that members have had many discussions on this budget, stating, "We are trying to hold the cost low for the student, as is indicated by our earlier action on board and room charges."

President Moore stated that if the appropriation is at the lowest level, we have a great deal of paring to do and added that the University is not expecting the most generous appropriation. He sees a real need for urgency now because the University will be well under way in spending under the current budget before the Legislature acts.

Mr. Shanklin added that he doesn't think we can delay action until the appropriation is passed. He stated that the University administration has worked long and hard to develop a budget when facts are changing almost daily—which is most difficult to do. He further added that this is an institution which must balance income with expenditures—it is not a university which can draw upon large sums of endowment money as some of the institutions can. Taking all facts into consideration, the job has been very well done and this action should be taken.

A roll call vote was taken with the following results: Voting "yes"—Mr. Bryan, Mr. Dorfmeyer, Mr. Shanklin, Mr. Simmons, Mrs. Stranahan, Mrs. Ward, Mr. White. The Chairman declared the motion passed unanimously.

Hospitalization and Medical Insurance—Contract Employees

Each member of the Board received a report entitled "Analysis and Comparison of Group Insurance Proposals for Bowling Green State University"—dated August 26, 1971—representing a summary by Carlin-Black Company of bids on health, hospital, major medical, and life insurance for contract appointed staff members. No action was taken.

Personnel Changes

President Moore asked for comment from Dr. Stanley Coffman, Provost, concerning the promotions as included in the agenda book. Two motions are to be acted upon by the Board—the first approves changes made since the last meeting, the second includes promotions with no salary increases. President Moore added that these promotions will be discussed with the budget administrators before going ahead.
It was moved by Mr. Simmons, seconded by Mrs. Stranahan, that the following personnel changes be approved. All members present voting "aye" -- the motion passed unanimously.

**PERSONNEL CHANGES**

**ADMINISTRATION**

**Resignations**

Otto F. Bauer, Assistant Vice President of Student Affairs; Professor of Speech, effective August 31, 1971

Marilyn Braatz, Assistant Director of News Service, effective August 31, 1971

James K. Hartsell, Associate Director of Food Service, effective July 31, 1971

Edgar L. Masterson, reported at May 20, 1971, meeting as appointed to position of Director of Development; did not accept contract

**Retirements**

Gertrude Davenport, Administrative Assistant, Office of Vice President and Secretary (effective August 31, 1971) by Board of Trustees

Ada Huffman, Administrative Assistant, Business Office, effective July 31, 1971

**New Appointments**

August Coppola, Financial Aid Counselor, effective September 1, 1971

Larry W. Helmick, Dining Hall Manager, effective August 1, 1971

**Changes in Assignment and/or Title**

Jerrold Clark, from Dining Hall Manager, to Associate Director, Food Service, effective August 1, 1971

Beryl Smith, from Loan Collection Officer, Business Office, to Director of Student Financial Aids, effective September 1, 1971

*(Increase to $9,500 upon completion of requirements for master's degree)*

**ACADEMIC AREA**

**Deaths**

Stephen Magada, Assistant Professor of Art, July 14, 1971.

**Leaves of Absence**

V. Frederick Rickey, Professor of Mathematics, academic year 1971-72.

**Retirements**

Owen D. Montgomery, Assistant Professor of Business Education, effective July 31, 1971.

**Resignations**

John T. Hasenjaeger, Assistant Professor of Marketing, effective July 23, 1971.

John G. Hroska, Programmer in Computational Services, effective August 10, 1971 (nonfaculty).

Donald Routh, Associate Professor of Psychology, effective end of academic year 1970-71.

**Changes in Assignments, Ranks, Salaries (Faculty)**

Edward R. Butler, from Instructor to Assistant Professor of Education, from $10,600 to $11,000 academic year rate, completion of doctoral requirements.

Thomas E. Crumm, from Instructor to Assistant Professor of Chemistry, from $11,000 to $11,500 academic year rate, completion of doctoral requirements.

Peter A. Fazione, from Instructor to Assistant Professor of Philosophy, from $10,750 to $11,250 academic year rate, completion of doctoral requirements.

Donna G. Pricka, from Instructor to Assistant Professor of English, from $10,500 to $11,000 academic year rate, completion of doctoral requirements.

Anthony P. Herbst, Assistant Professor of Finance, from $13,500 to $14,000 academic year rate, completion of doctoral requirements.

Don C. Steinaker, Assistant Professor and Chairman of the Department of Geology, resigned as Chairman, effective July, 1971.

James G. Williams, from Instructor to Assistant Professor of Mathematics, completion of doctoral requirements.

**Changes in Assignments, Ranks, Salaries (Nonfaculty)**

Cary R. Brewer, from Assistant to Director of Registration and Records to Assistant to the Registrar.

Zola R. Burof, from Assistant Registrar to Assistant Registrar.

Roy G. Clark, from Director of Registration and Records to Registrar.

**Special Appointments**

George R. Horton, Associate Professor of Industrial Education and Technology; appointed as Assistant Dean, College of Education, $20,000 fiscal year rate.

James H. McNerary, Director of the Firelands Campus; appointed Dean of the Firelands Campus.

Glenn L. Van Wormer, Associate Dean of Faculties, Registrar; appointed Dean of Admissions and Records.

Gary A. Woditsch, Director of Planning and Institutional Studies; appointed Assistant to the Provost.

Richard C. Giardina, Assistant Professor of Political Science; appointed as Director of the Little College Program for the academic year 1971-72, additional stipend of $1,300.

**Sabbatical Leaves Awarded for 1971-72**

Warren Allen, Professor of Music, spring quarter, full salary.
Sabbatical Leaves Awarded for 1971-72 (continued)

Robert Guion, Professor of Psychology, academic year, one-half salary.
Paul Running, Professor of Art, spring quarter, full salary.
William Schmeltz, Professor of Quantitative Analysis and Control, academic year, one-half salary.

NEW APPOINTMENTS, FACULTY

<table>
<thead>
<tr>
<th>Name</th>
<th>Rank</th>
<th>Salary</th>
<th>Contract</th>
<th>Department</th>
<th>Contract Period of Employment*</th>
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<tr>
<td>Jane M. Gustafson</td>
<td>Instructor</td>
<td>$8,000</td>
<td>Term</td>
<td>Department of Business Education</td>
<td>academic year</td>
</tr>
<tr>
<td></td>
<td>(Firelands Campus)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ronald R. Olsen</td>
<td>Asst. Professor</td>
<td>11,000</td>
<td>3/5 prob.</td>
<td>Department of Chemistry</td>
<td>academic year</td>
</tr>
<tr>
<td>James R. Show</td>
<td>Visiting Instructor</td>
<td>9,500</td>
<td>Term</td>
<td>Department of Quantitative Analysis &amp; Control</td>
<td>academic year</td>
</tr>
<tr>
<td>Vakula S. Brinivasan</td>
<td>Asst. Professor</td>
<td>12,000 a.y.</td>
<td>1/5 prob.</td>
<td>Department of Speech</td>
<td></td>
</tr>
<tr>
<td>Charles W. Sprandel</td>
<td>Instructor</td>
<td>10,600</td>
<td>Term</td>
<td>Department of Education</td>
<td>academic year</td>
</tr>
<tr>
<td>Wilfred D. Wience</td>
<td>Asst. Professor</td>
<td>11,400</td>
<td>1/5 prob.</td>
<td>Department of Education</td>
<td>academic year</td>
</tr>
<tr>
<td>Peter N. Wood</td>
<td>Instr./Asst. Prof.**</td>
<td>10,600/11,000**</td>
<td>1/5 prob.</td>
<td>Department of Education</td>
<td>academic year</td>
</tr>
<tr>
<td>Thomas Hall</td>
<td>Instructor</td>
<td>8,900</td>
<td>Term</td>
<td>Department of English</td>
<td>academic year</td>
</tr>
<tr>
<td>Barenden R. Vasudeva</td>
<td>Instructor</td>
<td>8,900</td>
<td>Term</td>
<td>Department of English</td>
<td>academic year</td>
</tr>
<tr>
<td>Marc J. Durica</td>
<td>Instructor</td>
<td>9,500</td>
<td>Term</td>
<td>Department of Finance and Insurance</td>
<td>academic year</td>
</tr>
<tr>
<td>Mary Blackburg</td>
<td>Instructor</td>
<td>9,000</td>
<td>Term</td>
<td>Department of Finance and Insurance</td>
<td>academic year</td>
</tr>
<tr>
<td>Lois Renker</td>
<td>Asst. Professor</td>
<td>12,000</td>
<td>Term</td>
<td>Department of Finance and Insurance</td>
<td>academic year</td>
</tr>
<tr>
<td>Ivory Suesberry</td>
<td>Asst. Instr./Instr.</td>
<td>13,000</td>
<td>Term</td>
<td>Department of Industrial Education &amp; Technology</td>
<td>fiscal year</td>
</tr>
<tr>
<td>Harry C. Vesely</td>
<td>Asst. Professor</td>
<td>11,600</td>
<td>Term</td>
<td>Department of Education</td>
<td>academic year</td>
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<tr>
<td></td>
<td>(Firelands Campus)</td>
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<tr>
<td>George L. M. Carr</td>
<td>Asst. Professor</td>
<td>12,500</td>
<td>Term</td>
<td>School of Journalism</td>
<td>academic year</td>
</tr>
<tr>
<td>Ludastra Barson</td>
<td>Instructor and Librarian</td>
<td>8,023</td>
<td>1/6 prob.</td>
<td>Library</td>
<td>July 19, 1971, through June 30, 1972</td>
</tr>
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<td>(8,400 f.y.)</td>
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<tr>
<td>Guy R. Sattler, Jr.</td>
<td>Instructor</td>
<td>9,500</td>
<td>Term</td>
<td>Department of Management</td>
<td>academic year</td>
</tr>
<tr>
<td>Edwin Tonnessen</td>
<td>Assoc. Professor</td>
<td>17,000</td>
<td>3/5 prob.</td>
<td>Department of Marketing</td>
<td>academic year</td>
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<tr>
<td>Robert N. Kaplan</td>
<td>Visiting Assoc. Prof.</td>
<td>16,000</td>
<td>Term</td>
<td>School of Music</td>
<td>academic year</td>
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<tr>
<td>Barbara A. Lockard</td>
<td>Asst. Professor</td>
<td>10,500</td>
<td>Term</td>
<td>School of Music</td>
<td>academic year</td>
</tr>
<tr>
<td>Donald W. Fair</td>
<td>Instructor</td>
<td>9,500</td>
<td>Term</td>
<td>Department of Quantitative Analysis &amp; Control</td>
<td>academic year</td>
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<tr>
<td>Corky K. K. Jung</td>
<td>Instructor</td>
<td>9,500</td>
<td>Term</td>
<td>Department of Quantitative Analysis &amp; Control</td>
<td>academic year</td>
</tr>
<tr>
<td>John A. Mendiola</td>
<td>Visiting Lecturer</td>
<td>12,000</td>
<td>Term</td>
<td>Department of Speech</td>
<td>academic year</td>
</tr>
<tr>
<td>Paul H. Thayn</td>
<td>Instr./Asst. Prof.**</td>
<td>12,500**</td>
<td>2/6 prob.</td>
<td>Department of Speech</td>
<td>academic year</td>
</tr>
</tbody>
</table>

* All contracts are for the year 1971-72 unless specified differently.
** Increase in rank and/or salary upon completion of Ph.D. requirements.
No. 17-72

It was moved by Mr. Bryan, seconded by Mr. Simmons, that the promotions as follows be approved, with salary adjustments to be specified upon determination of the overall salary increment to be included in the 1971-72 operating budget. All members present voting "aye" -- the motion was declared approved unanimously.

PROMOTIONS FOR 1971-72

Administrative
Melvin Foulds, Counseling Psychologist, Counseling Center, from Assistant to Associate Professor.
Gary Woditsch, from Director of Institutional Studies and Planning to Assistant to the Provost, Assistant Professor.

Faculty

Library
Evron Collins, from Assistant Professor to Associate Professor.
Kalman Szekely, from Instructor to Assistant Professor

School of Music

Music Education
Robert Hohn, Professor, appointed as Assistant Director of the School of Music.
Richard Mathey, from Instructor to Assistant Professor.
Jon R. Pierrol, from Instructor to Assistant Professor.
Promotions for 1971-72

Music Theory and Literature
Burton Beerman, from Instructor to Assistant Professor.
Wallace DePue, from Assistant Professor to Associate Professor.
John Lundy, from Instructor to Assistant Professor.
William Pepper, from Instructor to Assistant Professor.

Performance Studies
Walter Baker, from Assistant Professor to Associate Professor.
Rex Eikum, from Assistant Professor to Associate Professor.
Peter Howard, from Assistant Professor to Professor.
Wendell Jones, from Instructor to Assistant Professor.
Bernard Linden, from Associate Professor to Professor.
David Melle, from Instructor to Assistant Professor.
Emil Raab, Professor, appointed as Chairman of the Department of Performance Studies.
Jerome Rose, Artist in Residence, from Assistant Professor to Associate Professor.
Vernon Wolcott, from Assistant Professor to Associate Professor.

College of Business Administration

Business Education
M. Lee Goddard, from Associate Professor to Professor.
Charles J. Hamed, from Assistant Professor to Associate Professor.

Business Law
Milton Wilson, from Associate Professor to Professor.

Economics
M. Neil Browne, from Assistant Professor to Associate Professor.
Leo J. Navin, from Assistant Professor to Associate Professor.

Journalism
James R. Gordon, from Assistant Professor to Associate Professor.

Marketing
Raymond F. Barker, from Associate Professor to Professor.

Quantitative Analysis and Control
Robert A. Patton, from Assistant Professor to Associate Professor.

College of Education

Education
Evan McFee, from Assistant Professor to Associate Professor.
Joyce Nyles, from Instructor to Assistant Professor.
Fred Pigge, Coordinator of Center for Educational Research and Services, from Associate Professor to Professor.
Neil Pohlmann, from Assistant Professor to Associate Professor.
Bill J. Reynolds, from Assistant Professor to Associate Professor.
Ross Rowe, from Associate Professor to Professor.
Ronald D. Smith, from Assistant Professor to Associate Professor.

Health and Physical Education - Men
Cornelius Cochrane, from Assistant Professor to Associate Professor.
Dale Herbert, from Assistant Professor to Associate Professor.
Richard Young, from Assistant Professor to Associate Professor.

Health and Physical Education - Women
Sue Hager, from Instructor to Assistant Professor.
Janet Parks, from Instructor to Assistant Professor.
Phyllis Preston, from Assistant Instructor to Instructor.

Home Economics
Laura Kivlin, from Associate Professor to Professor.
Irene Skinner, from Instructor to Assistant Professor.

Industrial Education and Technology
Anthony Palumbo, from Instructor to Assistant Professor.
Victor Rapp, from Assistant Professor to Associate Professor.

Library Science
Mary Amos, from Instructor to Assistant Professor.
Promotions for 1971-72 (continued)

College of Arts and Sciences

Art

Thomas R. Hilty, from Instructor to Assistant Professor.
Max E. Lenderman, from Instructor to Assistant Professor.

Biology

William D. Baxter, from Assistant Professor to Associate Professor.

Chemistry

George B. Clemans, from Assistant Professor to Associate Professor.

English

Martha C. Eckman, from Instructor to Assistant Professor.
Edgar Daniels, Professor, appointed as Chairman of the Department of English.
Beatrice Minton, Assistant Professor, appointed Coordinator of Lower Division Instruction.

Geography

Paul V. Crawford, from Assistant Professor to Associate Professor.

Geology

Joseph J. Mancuso, from Associate Professor to Professor.

History

Edmund J. Danziger, from Assistant Professor to Associate Professor.

Mathematics

William A. Kirby, from Associate Professor to Professor.
J. Frederick Leetch, from Associate Professor to Professor.
Clifford A. Long, from Associate Professor to Professor.
Thomas V. O'Brien, from Assistant Professor to Associate Professor.
Motupalli Satyanarayana, from Associate Professor to Professor.
Ralph N. Townsend, Assistant Dean of the College of Arts and Sciences, from Associate Professor to Professor.

Psychology

Harold Johnson, Professor, appointed as Chairman of the Department of Psychology.
Donald F. Kausch, Director of the Psychological Services Center, from Associate Professor to Professor.

Romance Languages

Janis L. Pallister, from Associate Professor to Professor.

Sociology

Joseph B. Perry, Jr., from Associate Professor to Professor.
Eldon E. Snyder, from Associate Professor to Professor.
Elmer A. Spreitzen, from Assistant Professor to Associate Professor.

Speech

Robert K. Clark, from Assistant Professor to Associate Professor.

Emeritus Status

President Moore recommended approval of emeritus appointment—as recommended by departments, the dean's office, the Committee on Honorary Degrees, and the Provost.

No. 18-72

It was moved by Mr. Shanklin, seconded by Mr. Dorfmeyer, that the following faculty members be appointed to emeritus status:

- Lyle R. Fletcher, Professor Emeritus of Geography
- Averill J. Hamer, Professor Emeritus of Chemistry
- Harry R. Mathias, Professor Emeritus of Mathematics
- Jacqueline E. Timm, Professor Emeritus of Political Science
- Amy G. Torgerson, Associate Professor Emerita of Health and Physical Education
- E. Harry Wohler, Assistant Professor Emeritus of Mathematics

All members present voting "aye"—the motion passed unanimously.

The Chairman asked if it were not customary for the Board to send a letter to the family of a faculty or staff member who has died. Reported in the personnel changes was the death of Stephen Magada, Assistant Professor of Art, July 16, 1971. The Secretary to the Board was instructed to forward such a letter on behalf of the Board members.
Proceedings, Trustees Bowling Green State University

August 28, 1971

Grants - 1970-71

President Moore called attention to the amount of funds granted to the University for the period July 1, 1971 to July 30, 1971 -- $373,000. This report includes not only funds for research, but funds from outside sources for student aid and other services. This is a cumulative report—the information for July, 1971, being the amount for one month—and it should be added to the amount reported at the last meeting for July 1, 1970 through June 30, 1971.

BOWLING GREEN STATE UNIVERSITY
SPONSORED GRANTS AND/OR CONTRACTS AWARDED
FOR THE PERIOD JULY 1, 1971 THROUGH JULY 30, 1971

Privately Sponsored Research

<table>
<thead>
<tr>
<th>DIRECTOR</th>
<th>DEPARTMENT</th>
<th>SPONSOR</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>R. C. Romans</td>
<td>Biology</td>
<td>Ohio Biological Survey</td>
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</tr>
<tr>
<td>C. J. McMahon</td>
<td>Biology</td>
<td>Ohio Academy of Science</td>
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</tr>
<tr>
<td>W. Jackson</td>
<td>Biology</td>
<td>Velsicol Chemical Corp.</td>
<td>$750.00</td>
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Federally Sponsored Research

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<tr>
<td>I. I. Oster</td>
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<td>National Aeronautics &amp; Space Administration</td>
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<td>S. Vessey</td>
<td>Biology</td>
<td>D.H.E.W. - PHS</td>
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<td>Wn. Hann</td>
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<td>D. Williams</td>
<td>Education</td>
<td>D.H.E.W. - Office of Child Development</td>
<td>$51,320.00</td>
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<tr>
<td>K. Green &amp;</td>
<td>Business</td>
<td>State Dept. of Education</td>
<td>$23,366.95</td>
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<tr>
<td>C. Brazik</td>
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<tr>
<td>D. Bright</td>
<td>Business</td>
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<td>R. A. Kruppa</td>
<td>Education</td>
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<td>E. Blackwell</td>
<td>Education</td>
<td>Lorain County Title VI</td>
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<td>WBGO-TV</td>
<td>Northwest Ohio ETV Foundation</td>
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<td>Wm. Pitts</td>
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<td>B.G.S.U. Foundation</td>
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Sponsored Institutes and Workshops

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<td>D.H.E.W. Office of Child Development</td>
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</tr>
<tr>
<td>Corp. for Public Broadcasting</td>
<td>$22,300.00</td>
</tr>
<tr>
<td>B.G.S.U. Foundation</td>
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<td>$22,500.00</td>
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Government Student Aid

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<td>Education</td>
<td>State Dept. of Education</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>M. Ryman</td>
<td>Speech</td>
<td>D.H.E.W. Office of Education</td>
<td>$21,200.00</td>
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<tr>
<td>D. Minifie</td>
<td>Education</td>
<td>D.H.E.W. Office of Education</td>
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<tr>
<td></td>
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<td>$91,900.00</td>
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Total sponsored Grants and/or Contracts awarded for the period from July 1, 1971 through July 30, 1971. $373,524.01

BOWLING GREEN STATE UNIVERSITY
GRANTS AND/OR CONTRACTS PROPOSALS SUBMITTED
FOR THE PERIOD JULY 1, 1971 THROUGH JULY 30, 1971

Privately Sponsored Research

<table>
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<th>DEPARTMENT</th>
<th>SPONSOR</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>Wm. Jackson</td>
<td>Biology</td>
<td>Velsicol Chemical Corporation</td>
<td>$750.00</td>
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<td>$750.00</td>
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### Grants and/or Contracts Proposals (continued)

<table>
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<th>Federally Sponsored Research</th>
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</thead>
<tbody>
<tr>
<td><strong>DIRECTOR</strong></td>
</tr>
<tr>
<td>I. I. Oster</td>
</tr>
<tr>
<td>W. F. McKeever</td>
</tr>
<tr>
<td><strong>Public Service - Other</strong></td>
</tr>
<tr>
<td>D. Bright</td>
</tr>
<tr>
<td>F. Shoemaker</td>
</tr>
<tr>
<td>C. Brazik &amp; K. Green</td>
</tr>
<tr>
<td>R. A. Kruppa</td>
</tr>
<tr>
<td>G. Schubert</td>
</tr>
<tr>
<td>Wm. Pitts</td>
</tr>
</tbody>
</table>

### Sponsored Institutes and Workshops

| L. Miller | Computer Science | National Science Foundation | $41,148.00 |

### Equipment Grants

| **TOTAL** |
| $0.00 |

### Salary Grants

| WBGU-TV | Corp. for Public Broadcasting | $32,500.00 |

### Government Student Aid

| D. Minifie | Education | State Department of Education | $7,500.00 |

**Total grants and/or contracts proposals submitted for the period July 1, 1971 through July 30, 1971.**

$278,439.01

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### Capital Improvements

The following report was included in the agenda book for each member of the Board:

**CAPITAL IMPROVEMENTS UNDER CONSTRUCTION**

**August 20, 1971**

1. **Offenbauer Hall (McDonald Annex)**

   Construction is approximately 99% complete, with only the exterior asphalt paving block work yet to be completed. (Delay due to strike in industry.) Final inspections in all areas have been completed as of August 20, with areas accepted subject to completion of all punch list items.

   Carpeting on all "living" floors is complete with only the ground floor carpeting yet to be completed. A major portion of the furniture has been delivered and is being properly placed, with the exception of the ground floor, which is scheduled for carpeting in the next couple of weeks.

   Landscape bids were received on August 10, and the contract has been awarded. Planting remains scheduled for September 1.

   Kitchen equipment is presently being installed in both the dining room annex and McDonald Quadrangle kitchen areas.

2. **College of Business Administration Building**

   Construction is on schedule and is progressing very well. As of August 15 construction is approximately 35% complete. All concrete floors have been poured, and roofing should be completed in about a month. By October 1 the building should be enclosed and the interior finish work started.

3. **Industrial Education and Technology Building**

   Construction is on schedule and progressing very well. As of August 15 construction is approximately 8% complete. Structural work on the tunnel phase is about 60% complete. Ninety-nine percent of the footings are complete. Foundation walls of the administration wing are presently being poured.
Capital Improvements (continued)

4. Firelands Branch - Phase II

Construction started June 21 and as of August 15 is approximately 2% completed.

General foundation work has started. Drilling and pouring of concrete caissons is complete. Grade beams being excavated and poured. Preliminary brick selection review has been conducted with final selection subject to results from additional investigation by the Architect.

5. Renovation Projects

A. University Hall Renovation:

Construction is on schedule with the following completed: Window replacement--90%, restrooms--60%, exterior restoration--80%.

B. Home Economics:

Construction is not on schedule. Project is approximately 80% complete. General Contractor has requested 40-day extension, as of July 21, due to delayed progress of mechanical and electrical and late construction start (June 14) requested by Bowling Green State University. Should be completed by Fall quarter.

C. South Hall Air Conditioning:

Radio studio work approximately 90% complete; balance of work approximately 70% complete. Project on schedule.

D. Overman Hall Alterations:

Total project approximately 25% complete. Scheduled completion date (October 25) may have to be extended due to major changes initiated by Chemistry Department after awarding of Contracts.

6. New Tennis Courts

Project is completed with acceptance subject to final inspection. Bids for resurfacing the existing 12 courts have been received, contract awarded, and work started.

Food Service Plan

The following report concerning the plan for meals for this academic year was prepared by Vice President Schueerman and included in the agenda book for the information of the Board:

Following extensive studies and conferences by a committee representative of students, food service staff, and University administrators during Winter and Spring Quarter in 1971, the Bowling Green Food Service Department is offering to the students this academic year a plan unique to Ohio public institutions of higher education. The concept this year will be to provide service similar to a commercial cafeteria wherein each item is priced and paid for at a cash register. The method of payment is coupons. A student prepay $160.00 for which he draws from one to four books of coupons at $40.00 each book.

This program is designed to meet the needs of the students who do not eat every meal and desire an unregimented routine, and to enable the Food Service Department to offer many specialty menu items that were previously not available. These items will range widely in price -- e.g., hamburgers to steak.

Upon doing extensive surveys, it was found that the average student eats thirteen meals per week. Thus, this plan means that the student will purchase only what he eats. It is estimated that $160.00 per quarter will provide an adequate amount for the average student to finance his meals. Discretion will be necessary since a student will be unable to eat all expensive items at every meal and still be able to live within his means. Thus, the plan will provide an educational experience wherein a student must plan his budget for an entire quarter.

The food service lines will be divided into two areas: a fast service line with such items as hamburgers, hot dogs, french fries, salads, desserts, etc., and another line offering a more complete meal selection such as casseroles, sandwiches, regular lunch or dinner items, salads, desserts, etc.

It is planned to run a "special" each at lunch and the evening meal. This would be a package deal: for example, sandwich, french fries, and cole slaw at a price less expensive than a la carte.

In the new system, items will be priced so that they will be less expensive to the student than if he were to go off campus and buy the same item at a restaurant.

Also, the Food Service Department will be able to handle most of the special diet requests, whereas in past years many meal tickets had to be cancelled so that these students might eat elsewhere.

This new plan will minimize pilferage. In the past, a person with a meal ticket could bring a friend into the dining halls and feed him free, or any person was able to walk into the dining rooms, pick up a dirty plate and go back "for seconds". This year, a person wanting seconds will go back and pay for any items or items he desires.

The principal features of both the old and new plans and the advantages of each are summarized as follows:
Food Service Plan (continued)

The differences and relative advantages between the former and the new food plans can be summarized as follows:

**Menu**

**Difference:**

<table>
<thead>
<tr>
<th>FORMER PLAN</th>
<th>NEW PLAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limited Menu. Unlimited second servings except for one dessert and one entree at night.</td>
<td>Diversified menu with each item separately priced. Thus, second servings are not free.</td>
</tr>
</tbody>
</table>

**Advantages to Student:**

- The meal ticket holder could eat 21 meals a week and go back for all items that were offered as seconds as many times as he desired.

**Advantages to Food Service:**

- Past history provided knowledge of food preferences, amount of food to be purchased and labor necessary to prepare said items.

**Hours**

**Difference:**

<table>
<thead>
<tr>
<th>FORMER PLAN</th>
<th>NEW PLAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekdays: Four and one-quarter hours service 7:00 - 7:55 Hot Breakfast 8:10 - 8:50 Continental Breakfast 11:00 - 12:30 Lunch 4:45 - 5:45 Dinner</td>
<td>Weekdays: Eight and one-half hours service 7:00 - 10:00 Complete Breakfast 10:30 - 2:00 Lunch 4:00 - 6:00 Dinner</td>
</tr>
<tr>
<td>Weekends: Three hours service 8:00 - 9:00 Brunch 12:00 - 1:00 Lunch 4:45 - 5:45 Dinner</td>
<td>Weekends: Eight Hours Service 10:00 - 12:00 Brunch Items 12:00 - 4:00 Luncheon Items 4:00 - 6:00 Dinner Items</td>
</tr>
</tbody>
</table>

**Advantages to Student:**

- Popular and specialty items will now be offered daily.

**Advantages to Food Service:**

- Longer service and shorter lines.

**Costs**

**Difference:**

- $160.00 prepaid by the student at which time a meal ticket was issued to the student, which he showed to a checker when entering a dining room.

**Advantages to Students:**

- A student could eat as much as he wanted and go back for as many seconds as he desired. The student was capable of eating 21 meals per week on campus with his meal ticket.

- The inability to control dining room access permitted ticket holders to freely feed nonpaying friends.

- A student who eats an average number of meals and the average amount of food will be able to eat adequately for $160 per quarter.

- Popular and specialty items will now be offered daily.

- The more diversified menu will enable the Food Service Department for the first time to purchase specialty items normally not available for mass feeding thus providing wider selection on the menu.

- The new food service plan has been initiated to meet the demands of the students. A survey indicated that the average student eats 13 meals a week on campus. This will give the student the advantage of only paying for the meals he eats. If a student wishes to buy meals for his friends, this is possible under the new plan.

- The new plan permits Bowling Green University to maintain the same rate as last year enabling it to provide the lowest board rate of any major state university in Ohio.

- Educational experience in budgeting his money.
Food Service Plan - Costs (continued)

**Advantages to Food Service:**

**COSTS**

**FORMER PLAN**

**NEW PLAN**

<table>
<thead>
<tr>
<th></th>
<th>FORMER PLAN</th>
<th>NEW PLAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advantages</td>
<td>Due to the extended hours peak periods are dispersed requiring fewer people to do the serving and busing. The Food Service Department will be able to meet most requirements for special diets. In the past, due to lack of flexibility or capability to handle special diets, such meal tickets were cancelled so that this person was able to eat elsewhere with a consequent loss in income. Precludes persons without tickets from coming in, picking up a dirty plate, and getting a meal. Meal ticket holders in the past were able to come into the dining room and feed their nonpaying friends. Waste will be minimized. For example, in the old system individuals frequently took every item offered and then discarded many uneaten. Under the new plan, the student is motivated to take only the items he intends to eat.</td>
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**Dates for October and November Meetings**

By consensus, it was agreed that the next two meetings be planned as follows:

**October:**
- Wednesday, October 13 - 6:30 p.m., dinner and work session
- Thursday, October 14 - 9:30 a.m., Board of Trustees meeting

**November:**
- Wednesday, November 17 - 6:30 p.m., dinner and work session
- Thursday, November 18 - 9:30 a.m., Board of Trustees meeting

**Report of Mark Kruse, Student Representative to the Board of Trustees**

Mr. Kruse stated that by its action today the Board has expressed genuine concern for the student’s interests. He added, however, that the increase in out-of-state fee could cause a loss of out-of-state students and thereby affect the “cosmopolitan atmosphere.” Mr. Kruse added that he hoped that more support and finances will be forthcoming from the Legislature. He expressed appreciation for the new avenues for political expression—especially the committee to study approaches for the first year of the new franchise for the 18-year-old vote. This group will try to come up with ideas to carry over to the classroom. He recommends development of ways of bringing in speakers to stay on campus, to set up seminars and other approaches of this nature. He also suggested that the University financial statement be published in student newspaper giving sources of income and amounts of expenditures. This could be done without including a great amount of detail. With regard to the housing situation—and the problem of filling Prout Hall—he asked if some of the students who were dropped could be permitted to come back this fall in order to fill the Hall. A proposal has been drafted and sent to Dean Whittaker and the Housing Office concerning how we should consider this problem. Normally, some of the students who are dropped for grades are allowed to register for the winter and spring. Could these students be allowed to come back and fill the housing in the fall?

President Moore stated that a student has been employed in the offices of the Vice President for Operations and the Vice President for Public Services to provide liaison in relation to reporting the budget data. The students will also provide another link in the transmission of information on how money is spent. He added that we need to consider assignment of housing on campus—to make the accommodations more attractive to the student and more in keeping with the life style today. This can be very, very expensive.

Mr. Bryan posed the question as to whether we are prepared for the possible eventuality of allowing no students to live off campus. He asked if it is possible to announce to students this year, or next year, that each will be expected to live in University housing.

Dr. Bond reported that students in other universities have filed suits because of being requested to live in campus housing. The Supreme Court has ruled that a student under 21 may be required to live on campus. We should really begin to examine this situation thoroughly in the light of the 18-year-old vote enfranchisement and changes being made by the Legislature in the rights of 18-year-old citizens. The law now permits us to specify that those under 21 must live on campus as a condition of admission.

The Treasurer-Controller of the University reported that the Board had previously given its covenant that it will provide for full occupancy and use of the residence halls under bond indenture. No limitation is made as to any group or age.

President Moore said that last spring Prout Hall was designated as a graduate residence center on campus. Student response did not demonstrate need for this, even though a number of students, last spring, expressed a "real need." Graduate students will occupy some rooms on one floor of Prout Hall this fall.
Proceedings, Trustees Bowling Green State University

Report of Mark Kruse (continued)

President Moore added that, as reported earlier, many juniors and seniors have elected to move into the new residence halls. The conveniences and lower cost have made residence halls more attractive to other students. The residence hall staffs themselves can do a great deal in bringing about better management—even with fewer personnel.

There being no further business, Mrs. Ward declared the meeting adjourned at 4:50 p.m.

President

Secretary

Bowling Green, Ohio
October 14, 1971

After due notice, the Board of Trustees met on October 14, 1971, in the Alumni Room of the University Union, with the following members present: Anita Ward, Chairman; Ashel Bryan, Vice Chairman; Norman Rood; Charles Shanklin; Donald Simmons; Virginia Stranahan; and Robert Winzeler, Sr.

Attending the meeting were President Hollis A. Moore; Mark Kruse, Student Representative to the Board; K. H. McFall, Vice President and Secretary to the Board of Trustees; James G. Bond, Vice President of Student Affairs; Richard Carpenter, Chairman, University Faculty Senate; Stanley K. Coffman, Jr., Provost; Richard Edwards, Executive Assistant to the President; Michael Perraci, Coordinator of Planning and Budgeting; James L. Hof, Vice President for Public Services; Paul Nusser, Treasurer and Controller; Elton C. Ringer, Associate Vice President for Operations; and J. C. Schouerman, Vice President for Operations. Also present were six representatives of the press and television media; and several persons in the audience.

Mrs. Ward called the meeting to order at 9:45 a.m.

Formal Recognition of New Member of the Board of Trustees--Norman J. Rood

The following Notice of Appointment and the Oath of Office for Norman J. Rood were reviewed by Mrs. Ward, who extended the welcome of the members of the Board to him as a new member:

State of Ohio
EXECUTIVE DEPARTMENT
Office of the Governor
Columbus

I, John J. Gilligan, Governor of the State of Ohio, do hereby appoint Norman J. Rood, Cygnet, Wood County, Ohio, as a Member, Board of Trustees, Bowling Green State University, for a term beginning May 17, 1971, and ending at the close of business May 16, 1980, with appointee taking office October 4, 1971, vice Delmont Daniel Brown whose term expired.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the State of Ohio to be affixed at Columbus, this 30th day of September, in the year of our Lord, one thousand nine hundred and seventy-one.

/S/ John J. Gilligan
Governor

OATH OF OFFICE

I, Norman J. Rood, promise and swear to support the Constitution of the United States and the Constitution of this State, and faithfully to discharge the duties of the Office of Member, Board of Trustees, Bowling Green State University, to which I have been appointed, for a term beginning May 17, 1971, and ending at the close of business May 16, 1980.

/S/ Norman J. Rood

STATE OF OHIO,
COUNTY OF WOOD, SS:

Personally sworn to before me, a Notary Public in and for said county, and subscribed to in my presence this 7th day of October, 1971.

/S/ Carol A. White
Notary Public, Wood Co., Ohio
My Commission Expires April 3, 1975