

These are the minutes of a meeting of the Board of Trustees of Ohio University held at the Ohio University Inn in Athens, Ohio, on Thursday, June 6, 1968.

Chairman Johnson called the meeting to order at 2:00 p.m. with the following members present: Duncan M. Baxter, Wayne E. Brown, Don M. Casto, Russell P. Herrold, Fred H. Johnson, Edwin L. Kennedy, and C. Paul Stocker. In addition to the members of the Board, also present were Clarence P. Bryan, President of the Alumni Association; President Vernon R. Alden, Provost Thomas Smith; Vice Presidents Robert L. Savage, Martin L. Hecht, and James J. Whalen; Treasurer, John F. Milar; University Architect and Planner, L. F. Lauscher; and Paul R. O'Brien, Secretary.

It was then determined that quorum of the Board was present.

It was then moved by Mr. Kennedy, seconded by Mr. Herrold and unanimously carried that the minutes of the April 2, 1968 meeting of the Board of Trustees be approved as distributed by the Secretary.

The Secretary reported no communications, petitions, or memorials.

Chairman Johnson then called upon President Alden for his report.

President Alden introduced Associate Professor Abraham Clearfield who is Vice Chairman of the Faculty Senate for the 1968-69 academic year. He also introduced David V. Stivison who is the President of the Student Congress for the 1968-69 academic year.

The President then thanked the Board of Trustees for their support during the past year and pointed out that without their complete support during the year, it would have been more difficult for him. He also thanked the administrative staff, the non-academic employees and the faculty for their support during the past year.

The President then reported that contrary to most news reports, he felt the most significant accomplishment of the past year was a substantial curriculum development which was accomplished through the Curriculum Committee and with the aid and approval of the Faculty Senate.

The President also called the Board's attention to a report submitted by the Committee on Educational Inquiry that was distributed to the Trustees. He pointed out that this committee had studied the freshmen orientation program, the University College, the question of a major, the Honors College, the university outside the classroom, and the general requirements for a degree.

The President then reported that the University Executive Committee this week had approved the establishment of a "Cutler Program" under Professor William Holmes. Professor Holmes has received an American Council on Education faculty internship appointment for the coming year and will give more detail on the Cutler Program later in this meeting.

The President also reported that he and Provost Smith had met with most of the academic departments during the past year and had been favorably impressed with the faculty in many of the departments.

He then reported that the College of Communication had been established during the past year which combined the Schools of Journalism, Radio, Television, Speech and Interpersonal Communication. This college is under the direction of Dean John Wilhelm. He reported that both the faculty and student response to this college has been enthusiastic.

The President then reported that this has been a year of belt-tightening in expenditures. He reported that the appropriation received by Ohio University was \$556,000 less than that recommended by the Board of Regents. Then in October, due to a difference in the mix of our students between graduate and undergraduate, our appropriation was reduced further by \$292,000, and we lost another \$150,000 in March. But by cutting expenses, our projection now shows that we will break even for the year 1967-68 and there will be no deficit as previously rumored.

He further reported that we have made excellent progress in increasing faculty salaries and our minimum professors' and associate professors' salaries for this year are equal to the top salaries for these ranks in 1961-62.

We have now completed our budget for 1968-69 and we hope to shift to the Responsibility Accounting System developed by Arthur Andersen and Company either on July 1 or August 1 of this year. This will permit us to use our resources to the best advantage.

The President also reported that gifts from alumni and corporations for this year totaled \$1,855,000 compared to \$507,000 for last year. This year's gifts included airplanes from Pittsburgh Plate Glass and Mead Paper Corporation as well as the McBoe plants in Athens. The President further reported that Detroit Steel will be transferring a DC-3 to Ohio University in October or November of this year, thanks to the efforts of Duncan Baxter.

276

275

274

273

President Alden then reported that he was proud of our student body this year. At least 95 to 98% of them were good, solid, hard-working students. This was indicated by their volunteer work during the last flood at both Nelsonville and Amesville. Also a number of students have given up their vacations to aid the educational efforts in Appalachian areas and the Vietnamese orphan project has obtained about \$50,000 in gifts for the orphans of Vietnam. He further reported that our incoming freshmen class will have more students in the upper range than in previous years. Also we have received about 400 applications from foreign students of which 100 are from Hong Kong. Many of these students have remarkable test scores.

The President then reported that our athletic program during the past year has been outstanding. We won the Mid-American Conference All-Sports Trophy and we led all other schools in the Mid-American in the number of athletes placed on the all-academic teams of the Conference.

The President then reported that our building projects have been moving along satisfactorily and that we have, during the past year, dedicated the Clippinger Research Building, the South Green dormitories and Nelson Commons, as well as buildings on the Branch campuses. The library will be ready for occupancy in the fall and the Convocation Center, including the dormitory rooms will be ready later this summer. Construction has started on the married student apartments as well as the television building and the new music building. Plans for the math building are in the process of being completed and the site in the Urban Renewal project will be acquired by the first of July. Plans for the fifteen South Green dormitory buildings have been completed and will go out for bid this week, the bids to be opened on July 6. He further reported that our Lancaster Branch building will be ready for classes in the fall of this year.

President Alden then reported that the Athens community is keeping pace with the University as is indicated by the high-rise parking garage which is now under study by the City Council, the construction of the new Sheltering Arms Hospital, a new high school to be opened in the fall as well as a serious study to improve the appearance of downtown Athens in keeping with the improvement on the City Hall that was completed within the last month.

Mr. Baxter then inquired of what size the next year's freshman class would be. The President reported it would be the same as the 1967 class - 4300 students.

Mr. Johnson then reported he had enjoyed very much meeting with the Trustee Academy group within the last month as well as a Career Symposium which had been conducted on the campus. He also reported that the dedication of the Dysart Woods as a laboratory received enthusiastic cooperation from the Belmont County citizens and that Dysart Woods had been recognized by the United States Department of Interior as a national monument and would be so indicated on future brochures and maps prepared by the Department of Interior.

Mr. Johnson further reported that the College of Business Administration has been asked to study the Credit Life, Accident and Health Insurance industry by members of this industry. This was an outstanding honor as many of the better universities in the country had been considered for this study before it was awarded to Ohio University.

Chairman Johnson also reported that he had received many letters from the alumni and business people endorsing the stand taken by the administration relative to the student unrest in Athens during the past year.

Mr. Johnson then reported that an outline of the Ph.D. programs and their objectives prepared by Dean Culbert for submission to the Board of Regents had been a very good study of our Ph.D. programs. This report had been previously submitted to the trustees.

It was then moved by Mr. Herrold, seconded by Mr. Baxter, and unanimously carried that this report be made a part of the minutes of this meeting. The report following:--

OHIO UNIVERSITY

April 19, 1968

To: The Ohio Board of Regents
From: Taylor Culbert, Dean, Graduate College
Subject: Ph.D. Programs and Objectives

1. Ohio University supports the concept of a moratorium on approval of new doctoral programs in the State of Ohio for the remainder of this calendar year while, through consultation with representatives of each university, definitive principles and standards governing new Ph.D. programs are developed.
2. Ohio University proposes to devote its main efforts at this time to the development and consolidation of its presently sanctioned doctoral programs. At the same time, in conformity with its public service mission, Ohio University will study and assess the needs of Southeastern Ohio, the State of Ohio, and the nation for new doctoral programs, and will consider which of those needs it has the potential to respond to expertly at some future date.

273

272

271

270

3. Attached is a more complete presentation of Ohio University's position.

270

GRADUATE COLLEGE

OHIO UNIVERSITY

April 19, 1968

- PART I Data Pertaining to Doctoral Work at Ohio University
 A. Approved Doctoral Programs as of Spring, 1968
 B. Ph.D. Production
 C. September Enrollment - Graduate College
 D. FTE Counts - Graduate College
- PART II Plans for Strengthening of Existing Doctoral Programs and Creation of New Programs
 A. Existing Programs
 B. Board of Trustees' Resolution
 C. New Programs
- PART III Appendices
 A. Ph.D. Degrees Granted (by department)
 B. Head-Count - Master's (by doctoral department)
 C. Head-Count - Post-Master's (by doctoral department)
 D. FTE County - Master's Level (indoctoral programs)
 E. FTE County - Post-master's Level (in doctoral programs)
- PART IV Ph.D. Recipients

269

PART I - DATA PERTAINING TO DOCTORAL WORK AT OHIO UNIVERSITY

A. APPROVED DOCTORAL PROGRAMS AS OF
SPRING, 1968

In response to the needs of society--Southeastern Ohio's regional needs, the needs of the State of Ohio as a whole, and the needs of the nation--Ohio University has developed, and is in the process of developing, doctoral programs. Such programs have been undertaken in those fields in which a strong need exists and in which the University has had adequate capability to respond to the need. The combination of social need and University strength is present in the doctoral fields in which Ohio University is presently active. The principal of public service has been fundamental in determining which areas should be considered for doctoral level work.

Group I Fully Developed Programs

- | | |
|---------------------|--|
| Chemistry | |
| Physics | |
| Education | (Elementary Education
(Educational Administration
(Guidance, Counseling & Student Personnel |
| English-Linguistics | |
| Speech | (Interpersonal Communication
(Speech Pathology, Audiology, &
Speech Science
(Radio-Television |

Group II Emerging Programs

- Comparative Arts
 Engineering - Electrical
 Psychology

268

Group III Officially Recognized but not yet Operational Programs

Botany (Received Regents' Final Approval;
seeking North Central Accreditation)
Engineering - Chemical (Fully Approved and
Accredited; operational in September, 1968)
History (Received Regents' Approval)
Mathematics (Received Regents' Approval)
Education - Secondary (Fully Approved and Accredited;
operational in September, 1968)
Zoology (Received Regents' Final Approval; seeking
North Central Accreditation)

B. Ph.D. PRODUCTION

Ohio University has been awarding Ph.D. degrees for approximately the last ten years. Our record of Ph.D. degrees granted, both past and projected, is as follows:

<u>1959</u>	<u>1960</u>	<u>1961</u>	<u>1962</u>	<u>1963</u>	<u>1964</u>	<u>1965</u>	<u>1966</u>	<u>1967</u>	<u>1968</u>
1	1	10	6	5	23	19	37	45	79
<u>1967</u>	<u>1968</u>	<u>1969</u>	<u>1970</u>	<u>1971</u>	<u>1972</u>	<u>1973</u>			
45	79	102	121	136	162	183			

Between 1959 and the present date, we have awarded a total of 149 Ph.D. degrees (not counting the several awarded during the second half of the nineteenth century as earned doctor's degrees).

The great bulk of these degrees have been awarded by the nine large departments that moved first into doctoral programs. Ph.D. degrees awarded to date by these fully developed departments are as follows:

Chemistry	29
Physics	22
English-Linguistics	19
(Guidance, Counsel., & St. Pers.	16
Education (Educ. Administr.	14
(Elem. Education	11
(Interpers. Communication	19
Speech (Speech Path., Aud., and Speech Science	9
(Radio-Television	6

C. SEPTEMBER ENROLLMENT (HEAD-COUNT) -
GRADUATE COLLEGE

The Graduate College is one of the most rapidly growing elements of Ohio University. Its September head-count, past and future, is as follows:

<u>1963</u>	<u>1964</u>	<u>1965</u>	<u>1966</u>	<u>1967</u>	<u>1968</u>	<u>1969</u>	<u>1970</u>	<u>1971</u>	<u>1972</u>	<u>1973</u>
692	854	1111	1480	1675	1700	1850	2100	2400	2700	

The great majority of these students are in the Ph.D. granting departments. For instance, September graduate head-count in the larger programs looks like this:

	<u>1967</u>	<u>1968</u>	<u>1969</u>	<u>1970</u>	<u>1971</u>	<u>1972</u>	<u>1973</u>
English - Master's	98	76	85	90	95	100	105
Post-master's	76	78	65	65	70	70	75
Total	174	154	150	155	165	170	180
Chemistry - Master's	33	35	42	48	50	50	55
PM	40	42	43	54	60	60	60
Total	73	77	85	102	110	110	115
Physics - Master's	20	20	25	29	33	24	35
P.M.	50	65	78	86	97	101	105
Total	70	85	103	115	130	135	140

267

266

265

	1967	1968	1969	1970	1971	1972	1973
Guidance - Master's	125	120	135	150	150	150	160
P.M.	61	60	70	75	80	80	80
Total	186	180	205	225	230	230	240
Psychology - Master's	39	40	42	44	44	44	40
PM	32	30	32	34	38	40	44
Total	71	70	74	78	82	84	84

It can be seen that no precipitous increases are projected. What is planned is a gradual filling of departmental pipelines until an optimal total enrollment and optimal mix between master's and post-master's students is reached. Proper expansion and optimal development produce the most economical use of the investments that have been made in faculty, equipment, and space, and lead to the highest possible quality in the end product--the trained Ph.D. In this way, the University not only responds to a social need but does so with the greatest degree of excellence.

In the case of those programs not yet operational but having already received official sanction and status from the Ohio Board of Regents, the pattern is one of planned growth. Mathematics is representative of this group:

	1967	1968	1969	1970	1971	1972	1973
Mathematics: Master's	23	30	30	35	40	48	50
PM	0	0	5	7	12	15	15
Total	23	30	35	42	52	63	65

D. FTE COUNTS - GRADUATE COLLEGE

The master's and post-master's FTE count for the year, including summer and September counts, for the entire University is as follows:

	1967-68	1968-69	1969-70	1970-71	1971-72	1972-73	1973-74
Master's	822	850	920	940	1015	1100	1240
Post-master's	477	570	602	670	746	797	848

These figures include not only the FTE count associated with the departments offering doctoral work but also the count in the departments offering terminal master's work. The currently prevailing methods of counting both categories of FTE's are used.

PART II - PLANS FOR STRENGTHENING OF EXISTING DOCTORAL PROGRAMS AND CREATION OF NEW PROGRAMS

A. EXISTING PROGRAMS

Given the facts presented in Part I concerning the state of Ph.D. work on the Ohio University campus, it is clear that Ohio University is not at the same stage of development as those universities just embarking on doctoral work. We have in the past, in response to social needs, created doctoral programs.

For instance, our doctoral programs in engineering (Electrical and especially Chemical) have close supportive relations with the chemical companies located along the Ohio River; Speech Pathology, Audiology, and Speech Science offers diagnostic and therapy services to thousands of persons with speech and/or hearing problems throughout Southeastern Ohio; our programs in education provide leaders for the public education systems in all parts of Ohio. As a result, we now have the further responsibility and obligation to Ohio, as well as to ourselves, to strengthen those programs. We have committed student funds, state funds, and federal funds to assemble resources to support these programs. Now we confront the difficult task of continuous adjustment of these resources in order that they may be kept in proper proportions, thus promoting effective use of them and in the end providing doctoral education of the highest quality.

By way of illustration, consider the problems inherent in the determination of the proper number of graduate students in a particular program, a program which has at any specific moment a given number of faculty, a certain array of major items of equipment, different kinds of supporting resources, and a slightly elastic amount of space. Other relevant factors include the size of the undergraduate component; the number of service courses that the department is called upon to staff; the extent to which typical graduate student programs tend to be inter-disciplinary (thus shifting the teaching burden); the relative flexibility of supporting resources--the library is more elastic in its support of the English Department than research laboratories are for the Chemistry Department; the different

265

264

263

262

261

amount of time which dissertation direction requires of faculty in each department; the number of senior faculty available to teach the most advanced courses and to direct research and dissertations; the extent to which major items of equipment, such as accelerators and computers, limit the number of students who can use them at one time; in the case of a residential graduate college such as Ohio University's, the limitations imposed by support money for students and by available housing; and, of course, the ability of the program to attract and hold qualified graduate students.

Since departments and programs are not static things, but, in a sense, living organisms, they require careful and continuous nurture. For our existing programs, this nurture is our present and future task. For all the programs now having official sanction, we will consolidate where strength is to be gained by that process. We will adjust the program to fit new developments in the field. We will modify the mix of faculty and physical resources in the light of our actual experience. We will combine programs, for instance, Radio-Television and Journalism into a Mass Communication program, or perhaps Botany and Zoology into a broader Biology program, when our best judgment indicates that we can better serve society by so doing. Likewise, there is discussion and study going on at this moment concerning the desirability of combining in some way our present doctoral programs in Electrical Engineering and Chemical Engineering with our other programs in Civil, Mechanical, and Industrial and Systems Engineering into one comprehensive integrated Engineering program.

If we are to continue to serve society's needs with our Ph.D. programs, and as long as society's needs change, we must also adapt and change those programs if we are to act in a socially and economically responsible way.

B. BOARD OF TRUSTEES' RESOLUTION

Guided by the fundamental principle of public service, the Faculty, Administration, and Trustees of Ohio University continue to believe that Ohio University, in order to respond properly to regional, state, and national needs, should conduct doctoral programs and that the presently authorized programs should be properly supported and strengthened. The Trustees of Ohio University were informed at their recent meeting of April 2, 1968, of the draft of the proposed "Statement of Policy on Ph.D. Programs" dated March 15, 1968, by the Ohio Board of Regents and at the same time of the policy which Ohio University is now presenting as more appropriate. The Trustees of Ohio University thereupon unanimously by roll call vote adopted the following resolution:

WHEREAS, there are clear indications of a growing demand for persons educated at the Ph.D. level; and

WHEREAS, a recent study by the National Academy of Sciences shows that during the academic years of 1964, 1965, and 1966, Ohio institutions of higher education conferred many fewer doctoral degrees than their share according to population; and

WHEREAS, Ohio University has already made commitments for qualified faculty members to proceed with their previously authorized Ph.D. programs; and

WHEREAS, Ohio University has already procured expensive equipment and allocated valuable space to implement these Ph.D. programs; and

WHEREAS, the projected enrollment in 1968 in these programs will exceed the proposed limitation set by the Ohio Board of Regents;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Ohio University reaffirms their full support for all the Ph.D. programs previously authorized for Ohio University by the Ohio Board of Regents; and

BE IT FURTHER RESOLVED that the Trustees of Ohio University urge the Ohio Board of Regents not to take action that will be harmful or weaken the Ph.D. programs at Ohio University; and

BE IT FURTHER RESOLVED that the Trustees of Ohio University urge the Ohio Board of Regents to take no action that will preclude Ohio University proceeding to develop the Ph.D. programs previously approved by the Ohio Board of Regents and by the Board of Trustees of Ohio University in an orderly manner.

261

260

259

258

C. NEW PROGRAMS

Although Ohio University acknowledges the tremendous burden and responsibility of supporting and improving those doctoral programs it has already embarked upon, it also recognizes a responsibility to create new programs when (1) they are clearly called for by society, (2) the University has the means of mounting such a response, and (3) the configuration of existing programs within the University leads us to believe that we can not only accept this new responsibility but do so under conditions that will permit us to do it excellently.

Ohio University must at all times be sensitive to the needs of society. It sees itself as serving, in actual fact, several societies. Its geographical location gives it an immediate society in Southeastern Ohio. The character of this region presents certain unfilled needs which the University must seek to satisfy. The State of Ohio certainly has needs which Ohio's publicly supported institutions of higher education, including Ohio University, must recognize and respond to. And finally, particularly at the doctoral level, the nation as a whole has needs for highly trained personnel that any university must take into account. That Ohio University has responsibilities to the large national society is made manifest in the many millions of federal dollars that are contributed to Ohio University by the federal government to assist it in supporting those programs that are of national concern and importance.

Although subject to demands from all three societies, Ohio University cannot and should not respond indiscriminately to all of them. It must assess the relative priority of each demand and balance that against its capability to satisfy the demand. It may, in brief, be seeking to meet so many more urgent demands that it lacks the financial resources to undertake an additional burden.

And, in addition, the matter of quality in the meeting of new demands must be considered. It is not enough that a new program be undertaken because a need exists. We must have assurance that our effort to fill the need will result in a high quality effort. Society, for instance, needs not just engineers but highly and well trained engineers. So, in this regard, Ohio University must determine, before it enters new areas, how existing programs will support the proposed new program. No doctoral program exists in a vacuum. The Ph.D. programs in physics and chemistry depend in part upon supporting programs in mathematics and engineering, and the quality of a doctoral program in English depends in part upon supporting programs in theatre, philosophy, history, and so on. Thus the principle of coordination governs to some extent the proper response of Ohio University to an observed social need.

What this means in specific terms is that Ohio University hopes to continue to strengthen and develop the doctoral programs listed in Part I, Section A, to which sanction has already been given. And at the same time, using the criteria and principles outlined in Part II, Section C, it will enter new programs. At all times, it will study where it is and where, in the best interests of the societies it serves, it should go. In this way Ohio University can perform its maximum public service at the doctoral level.

For the immediate future, Ohio University must devote its primary efforts to its existing programs and to those new programs which have been sanctioned officially. The University's resources do not permit it both to develop the programs listed in Part I, Section A, especially those in the third group, and at the same time, to undertake still other Ph.D. programs. This is not a shirking of its responsibility but rather a matter of allocating resources on a priority basis to what is already under way. Planning for new programs, however, should continue, so that when our present programs are more fully developed and additional resources are available, Ohio University will be able to enter new doctoral areas and thus enlarge the scope of its public service.

APPENDIX A. Ph.D.'s GRANTED (Calendar Year) BY DEPARTMENT

	1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	Total
English & Linguistics	0	0	0	0	0	0	1	7	11	17	24	25	20	20	22	147
Comparative Arts	0	0	0	0	0	0	0	0	2	5	6	7	7	7	7	41
Interpersonal Communication	0	1	1	1	0	4	7	0	5	4	6	6	7	8	9	59
Radio-TV	0	0	0	0	0	1	0	2	3	3	2	2	3	4	5	25
Spch. Path, Aud., & Spch. Sci.	0	0	4	0	0	3	1	1	0	7	6	4	6	7	8	47
Chemistry	1	0	4	0	1	1	4	10	6	8	15	15	15	15	15	110

257

256

255

254

MINUTES—OHIO UNIVERSITY, Board of Trustees - June 6, 1968

	1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	Total
Physics	0	0	0	0	1	4	3	10	4	8	10	12	13	15	16	96
Chemical																
Engr.	0	0	0	0	0	0	0	0	0	0	0	0	1	2	3	6
Mathe-																
matics	0	0	0	0	0	0	0	0	0	0	0	0	2	3	4	9
History	0	0	0	0	0	0	0	0	0	0	0	0	0	4	4	8
Electrical																
Engr.	0	0	0	0	0	0	0	0	0	0	4	8	10	10	10	42
Guld.,																
Counsel, &																
St. Pers.	0	0	0	2	1	3	1	3	6	10	12	15	17	20	22	112
Elem. Educ.	0	0	0	3	2	2	1	1	1	3	5	7	7	10	12	54
Educ. Ad-																
ministra.	0	0	1	0	0	5	0	3	5	4	5	7	8	0	10	57
Psychology	0	0	0	0	0	0	0	0	2	8	6	10	12	14	16	68
Botany	0	0	0	0	0	0	0	0	0	0	0	1	2	4	6	13
Zoology	0	0	0	0	0	0	0	0	0	0	0	0	2	4	6	12
Sec.																
Education	0	0	0	0	0	0	0	0	0	0	1	2	4	6	8	21
Total	1	1	10	6	5	23	18	37	45	77	102	121	136	162	183	927

APPENDIX B. HEAD COUNT - MASTER'S (BY DOCTORAL DEPARTMENT)

	Sept. 1967	Sum. 1968	Sept. 1968	Sum. 1969	Sept. 1969	Sum. 1970	Sept. 1970	Sum. 1971	Sept. 1971	Sum. 1972	Sept. 1972	Sum. 1973	Sept. 1973
English & Linguistics	98	60	76	50	85	55	90	60	95	65	100	70	105
Comparative Arts	--	--	--	--	--	--	--	--	--	--	--	--	--
Interpersonal Comm.	23	18	24	20	28	21	34	24	36	27	40	30	44
Radio-TV	14	11	16	12	18	13	26	18	30	22	34	27	40
Spch. Path., Aud. & Sp.													
Sc.	32	24	34	26	38	27	44	33	50	35	54	40	60
Chemistry	33	28	35	30	42	38	48	40	50	42	50	40	55
Physics	20	10	20	10	25	13	29	15	33	17	34	18	35
Chemical													
Engr.	25	2	27	3	32	5	37	7	42	10	47	13	52
Mathe-													
matics	23	10	30	12	30	15	35	18	40	20	48	21	50
History	43	30	55	40	65	50	75	60	85	70	95	80	105
Guidance, Counsel, & St. Pers.	125	120	120	130	135	130	150	130	150	135	150	150	160
Elementary Educ.	80	135	85	150	100	150	110	150	115	150	115	165	120
Education-													
al Admin.	25	50	25	55	30	60	35	65	40	70	45	75	50
Psychology	39	12	40	16	42	18	44	20	44	22	44	32	40
Botany	21	13	23	15	25	17	27	19	29	21	31	23	33
Zoology	20	4	18	4	18	4	18	3	18	3	25	5	30
Secondary Educ.	29	93	30	100	35	110	40	120	40	125	45	135	50

APPENDIX C. HEAD COUNT - POST-MASTER'S (BY DOCTORAL DEPARTMENT)

	Sept. 1967	Sum. 1968	Sept. 1968	Sum. 1969	Sept. 1969	Sum. 1970	Sept. 1970	Sum. 1971	Sept. 1971	Sum. 1972	Sept. 1972	Sum. 1973	Sept. 1973
English & Linguistics	76	38	78	55	65	50	65	50	70	55	70	55	75
Comparative Arts	37	41	37	41	39	41	39	41	41	43	41	43	41
Interpersonal Communication	17	16	18	16	20	18	24	20	26	22	29	24	30
Radio-TV	7	5	6	5	8	6	12	10	14	12	16	14	18
Spch. Path., Aud. & Spch. Sc.	16	14	18	16	20	18	24	22	24	22	26	24	28

254

253

252

251

250

MINUTES—OHIO UNIVERSITY, Board of Trustees - June 6, 1968

	Sept 1967	Sum. 1968	Sept 1968	Sum. 1969	Sept. 1969	Sum. 1970	Sept 1970	Sum. 1971	Sept 1971	Sum. 1972	Sept 1972	Sum 1973	Sept 1973
Chemistry	40	35	42	38	43	40	54	48	60	52	60	50	60
Physics	50	37	65	50	78	55	86	62	97	70	101	72	105
Chemical Engr.	0	0	2	1	4	2	6	4	10	7	14	10	19
Mathematics	0	0	0	0	5	3	7	4	12	6	15	6	15
History	0	0	0	0	4	4	8	8	14	12	18	16	24
Electrical Engr.	12	10	15	12	20	17	25	22	30	26	30	26	30
Guid., Counsel. & St. Pers.	61	60	60	65	70	65	75	65	80	65	80	68	80
Elementary Education	28	30	30	35	30	35	35	38	40	38	40	45	40
Educ. Ad.	37	15	37	15	40	18	45	20	50	22	55	24	60
Psychology	32	25	30	28	32	30	34	30	38	34	40	34	44
Botany	4	2	6	4	8	6	10	8	12	10	14	12	16
Zoology	0	0	0	0	2	2	4	4	6	6	10	8	15
Secondary Ed.	13	14	13	14	15	15	15	15	20	20	20	20	25

250

249

APPENDIX D. FTE - MASTER'S LEVEL (IN DOCTORAL PROGRAMS)

	Sept 1967	Sum. 1968	Sept 1968	Sum. 1969	Sept 1969	Sum. 1970	Sept 1970	Sum. 1971	Sept 1971	Sum. 1972	Sept 1972	Sum. 1973	Sept 1973
English & Linguistics	75	20	61	17	65	19	70	19	75	20	80	22	85
Comparative Arts	--	--	--	--	--	--	--	--	--	--	--	--	--
Interpersonal Communication	21	6	22	6.5	25	7	30	8	32	9	36	10	39
Radio-TV	12	3.5	13	4	15	4.5	23	6	26	7	30	9	36
Spch. Path., Aud., & Specch. Sci.	28	7	30	9	33	9	38	11	44	12	48	13	54
Chemistry	28.6	8.1	30.3	8.7	36.4	11	41.6	11.6	43.3	12.1	53.3	11.6	47.7
Physics	16	3	16	3	20	4	23	4	26	5	27	5	28
Chemical Engr.	9	2	10	3	13	5	16	7	20	10	23	13	26
Mathematics	18	8	25	8	25	10	29	12	32	13	36	14	40
History	29.4	10	47	12.8	57	15.6	66	18.5	75	21.3	84	24	93
Electrical Engr.	19	4	18	4	23	6	27	9	30	10	30	10	30
Guidance, Counseling & St. Personnel	95	30	92	32	102	32	40	32	40	42	40	50	45
Elementary Educ.	60	100	62	110	65	110	65	120	68	120	68	130	70
Educational Adminis.	9	18	9	19	10	21	12	22	15	24	18	26	21
Psychology	37	11	38	14	40	16	42	18	42	20	42	30	38
Botany	15	4	17	6	19	8	21	10	23	12	25	14	27
Zoology	14.3	2.7	13	0.9	13	0.9	13	0.7	13	0.7	15	1.1	22
Secondary Educ.	14.2	16.6	14	17.5	14.5	18.1	15.2	20	15.2	20.4	22.7	22.2	25

248

247

APPENDIX E. FTE - POST-MASTER'S LEVEL (IN DOCTORAL PROGRAMS)

	Sept 1967	Sum. 1968	Sept 1968	Sum. 1969	Sept 1969	Sum. 1970	Sept 1970	Sum. 1971	Sept 1971	Sum. 1972	Sept 1972	Sum. 1973	Sept. 1973
English & Linguistics	50	10	54	11	55	9	55	9	58	10	58	12	60
Comparative Arts	27.7	10.3	27.7	10.3	29	10.3	29	10.3	31	10.9	31	10.9	31
Interpersonal Communication	15	4	16	4	18	4.5	22	5	23	5.5	25	6	27
Radio-TV	5	1.5	5	1.5	6	2	9	3	11	4	12	5	14
Spch. Path., Aud., & Specch. Sc.	12	35	14	5	16	6	19	7	19	7	20	8	22
Chemistry	34.7	10.1	36.4	11	37.3	11.6	46.8	13.9	52	17.3	52	14.4	52
Physics	40	10	52	13	62	15	69	17	77	19	80	20	84
Chemical Engr.	0	0	1	1	3	2	5	4	8	7	11	10	15
Mathematics	0	0	0	0	4	2	5	3	10	4	12	4	12
History	0	0	0	0	3.2	0.7	6.4	1.4	12	2.1	15.2	2.84	20.4
Electrical Engr.	9	2	12	3	15	5	18	9	20	10	20	10	20
Guidance, Coun- seling, & St. Personnel	43	12	41	15	45	15	50	15	51	16	51	18	51
Elem. Edu.	16	25	16	27	18	27	27	30	30	30	30	32	32
Educational Ad.	16	4	16	4	18	6	21	7	23	8	26	8	29
Psychology	31	23	28	26	30	28	32	28	34	32	38	32	42
Botany	3	1	5	3	7	5	9	7	11	9	13	11	15
Zoology	0	0	0	0	1.3	0.45	2.7	0.9	4	1.3	6.7	1.8	10
Secondary Educ.	5.4	2.1	5.4	2.1	7.1	2.3	7.1	2.3	10.4	3.2	10.4	3.2	12.1

246

245

PART IV - PHID RECIPIENTS

<u>Name</u>	<u>Field</u>	<u>Date</u>	<u>Present Affiliation</u>
Alderman, John F.	Chemistry	Jan. 65	Air Products & Chemicals Allentown, Pa.
Alpiner, Jerome Gerald	Speech Pathology	Aug. 61	Director, Speech & Hearing Clinic, University of Denver, Denver, Colorado
Amoff, Melvin	Elem. Ed- ucation	June 63	Assistant Professor of Educ. Kent State University Kent, Ohio
Arnold, Robert L.	Speech	June 64	Assoc. Professor & Director of Broadcasting, Western Ill. Univ., McComb, Ill.
Attanasio, Frederick G.	Speech Pathology	Jan. 61	Hospital Clinic Long Island, N.Y.
Barker, Larry Lee	Public Address	Aug. 65	Asst. Prof. of Speech Southern Ill. University Carbondale, Ill.
Barkley, John R.	Physics	Aug. 66	E. I. Dupont de Nemours & Co., New Jersey
Barnett, Madalene Roseva	Speech Pathology	Feb. 64	Asst. Prof. of Dram. Art & Speech, Ohio University Athens, Ohio
Barton, Jerry M.	Organic Chemistry	June 66	Research Chemist E. I. Dupont De Nemours & Co., Jackson Laboratory Deepwater Point, N.J.
Beach, Paul L.	Physics	Aug. 66	Post-Doctoral Research Fellow, Van de Graaff Lab. Dept. of Physics The Ohio State University Columbus, Ohio
Beam, William J.	Physics	Aug. 66	Research Assoc. in Physics Ohio University, Athens, O.
Becker, Paul W.	Psychology	Aug. 67	Psychologist at Norristown State Hospital, Norristown, Pa.
Bemitt, Daniel L.	Physical Chem istry	Aug. 63	Research Associate, Penn State University, Computation Center, University Park, Pa.
Cordell, Richard W.	Physics	Jan. 66	Asst. Prof. of Chemistry Heidelberg College Tiffin, Ohio
Crawford, Paul L.	Psychology	Jan. 67	Asst. Prof. of Psychology Ohio University, Athens, O.
Crum, Lawrence A.	Physics	Aug. 67	Post-Doctoral Research Associate, Harvard University Cambridge, Mass.
David, William V.	English	Aug. 67	Asst. Prof. of English Ohio University, Athens, O.
DeBoer, Jacob A.	Chemistry	Dec. 67	Research Chemist Standard Oil of Indiana Chicago, Ill.
Denham, Joseph M.	Chemistry	June 59	Dept. of Chemistry Assoc. Prof. Hiram College, Hiram, O.
Dillard, Mabel M.	English	Aug. 67	Asst. Prof. of English North Carolina, A & T Greensboro, N.C.
Dunham, David Eugene	Chemistry	Aug. 67	Post-doctoral, Indiana Univ., Bloomington, Indiana

see
mimeo
sheet
that
follows
(243)

244

242

Blewitt, Harry Lyon	Advanced Chemistry	Jan. 66	Research Chemist DuPong, Waynesboro, Va.
Bors, Adam, Jr.	Guidance & Student Personnel	Aug. 67	Guidance & Student Person- nel, Univ. of Wisconsin Eau Claire, Wisc.
Boster, Thomas A.	Physics	June, 66	Asst. Prof. of Physics Oklahoma City University Oklahoma City, Okla.
Branson, Virginia Marie	Speech Pathology & Correction	Aug. 61	Prof. of Speech Director of Speech & Hear- ing Clinic, Southern Conn- ecticut State College New Haven, Connecticut
Brooks, William Dean	Public Address	Aug. 65	Asst. Prof. of Speech The University of Kansas Lawrence, Kansas
Buell, Arthur L.	Public Address	Aug. 65	Asst. Prof., Dept. of Speech & Drama, Marietta College Marietta, Ohio
Carmichael, Jack J.	Guidance & Coun.	Feb. 63	Dean of Students Evangel College Springfield, Missouri
Carr, Burchard M.	Speech & Hearing Pathology	Aug. 64	Asst. Prof. & Director of Speech and Hearing Clinic Oklahoma State Univ. Stillwater, Okla.
Cassola, Robert Louis	Physics	Aug. 66	Senior Research Scientist Analytical Physics Division Battelle Memorial Institute Columbus, Ohio
Castle, Richard T.	Physics	June, 63	Senior Research Scientist Applied Nuclear Physics Div. Battelle Memorial Institute Columbus, Ohio
Collins, Edward M.	Public Address	Aug. 65	Asst. Prof. of English University of North Carolina Chapel Hill, N.C.
Conklin, Royal F.	Interpersonal Com.	Aug. 67	Dept. of Speech Carson-Newman College Jefferson City, Tenn.

MINUTES—OHIO UNIVERSITY, Board of Trustees - June 6, 1968

DuVall, Charles Robert	Elem. Educ.	Aug. 66	Asst. Prof. of Education Indiana University South Bend-Mishawaka Regional Campus, South Bend, Indiana
Eltattar, Ahmen L.	Nuclear Physics	June 67	Dept. of Physics Tennessee Tech. Institute Cookeville, Tenn.
Elkins, Bill J.	English	Jan. 67	Asst. Prof. of English East Tennessee State Univ. Johnson City, Tenn.
Emmert, Philip III	Public Address	Aug. 65	Asst. Prof. of Speech & Drama, Art, Director of Forensics, Univ. of Missouri, Columbia, Missouri
Erickson, Richard L.	Guidance & Counseling	June 67	Asst. Prof. of Guidance Arizona State University Tempe, Arizona
Fillmer, Henry T.	Elem. Educ.	Aug. 62	Asst. Prof. of Education University of Florida Gainesville, Florida
Fincher, Glen E.	Elem. Educ.	June 63	Assoc. Professor Arizona State University Tempe, Arizona
Flannery, Gerald V.	Speech	June 66	Asst. Prof. of Speech Auburn University Auburn, Alabama
Foster, Teddy J.	Interpersonal Communication	Dec. 67	Instructor Interpersonal Communication Director of Forensics Ohio University, Athens, O.
Frandsen, Kennedy D.	Public Address	Aug. 62	Asst. Prof. of Speech University of Wisconsin Milwaukee, Wisconsin
Frasca, Albert J.	Nuclear Physics	Jan. 66	Research Physicist Industrial Nucleonics Corp. Columbus, Ohio
Frum, Robert L.	Educ. Admin.	Jan. 67	Director Educational Placement Bureau, Asst. Prof. of Educ. Ohio University, Athens, O.
Gapski, George R.	Advanced Chemistry	Jan. 66	Post-doctoral Fellow Scripps Clinic & Research Foundation, La Jolla, Calif.
Gateley, William G.	Speech Pathology	Aug. 66	Head of Pathology & Audiology Dept., Program, Baylor Univ., Waco, Texas
Gettys, W. Edward	Physics	June 64	Assoc. Prof. of Physics Clemson University Clemson, S. C.
Glen, Tran Trong	Physics	June 65	Assoc. Prof. of Physics Memorial Univ. of New- foundland, St. Johns, New- foundland
Hans-Georg Gilde	Organic Chem- istry	Jan. 61	Dept. of Chemistry, Assoc. Prof., Marietta College, Marietta, Ohio
Gilpatrick, Michael W.	Physics	June 67	1st Lt., U. S. Army Nuclear Defense Lab., Edgewood, Md.
Gingerich, Martin E.	English	June 67	Asst. Prof. of English Ohio University, Athens, Ohio
Ginsburg, Carl S.	Chemistry	June 64	Dept. of Chemistry Utica College Utica, New York

242

241

240

Coulding, Daniel Joseph	Speech	Feb. 64	Chairman, Dept. of Speech Oberlin, College, Oberlin, O.
Greene, Kenneth Lee	Guidance & Counseling	June 67	Asst. Professor, Dept. of Guidance Northern Illinois University DeKalb, Ill.
Grubb, James W.	Psychology	Jan. 65	Asst. Prof. of Education Director, Counseling & Guidance Institute, Ohio University, Athens, O.
Haas, Clyde Merrill	Physical Chemistry	Aug. 65	Dept. of Chemistry Ohio University, Athens, O.
Hargis, Ivan Glen	Advanced Chemistry	Jan. 66	Research Chemist, Goodyear Corp., Akron, Ohio
Harrington, Charles F.	Education	Aug. 66	Asst. Prof. of Education Director of Student Affairs Research & Personnel Records Athens, Ohio, Ohio University
Hanson, Robert R.	English Lit.	Aug. 66	Asst. Prof. of English Lehigh University Bethlehem, Pa.
Hatfield, Lowell D.	Organic Chemistry	Aug. 66	Senior Organic Chemist Eli Lilly & Co. Indianapolis, Ind.
Hau, Nguyen-Hy	Physics	Aug. 66	Vietnam
Hawkins, Gary J.	Speech	Aug. 64	Asst. Prof. of Speech San Francisco State College San Francisco, California
Hench, Harold E.	Educational Administration	Aug. 67	Supt. of Schools Shaler Township Glennshaw, Pa.
Henderson, Harvey C.	Interpersonal Communication	Aug. 67	Dept. of Speech, Univ. of Dayton, Dayton, Ohio
Hess, Charles T.	Physics	Aug. 67	Research Associate Ohio University, Athens, Ohio
Heyen, William H.	English	Aug. 67	Asst. Prof. of English State Univ. of New York Cortland, New York
Hodgson, William R.	Speech & Hearing Therapy	Aug. 61	Assistant Prof. of Audiology University of Kansas Medical Ct., Kansas City, Kansas
Hohman, William H.	Advanced Chemistry	Jan. 66	Instructor of Chemistry Marietta College, Marietta, Ohio
Howard, Charles G.	Physics	Aug. 66	Research Associate in High Energy Physics Purdue University Lafayette, Ind.
Humphrey, Douglas Leo	Physics	June 65	Assistant Prof. of Physics Western Kentucky University Bowling Green, Kentucky
Hursey, Richard C.	English	Dec. 67	Dept. of English Wayne State College Wayne, Nebraska
Ijaz, Mujaddid Ahmen	Physics	Aug. 64	Assistant Professor of Physics Virginia Polytechnic Institute Blacksburg, Virginia
Jirik, Edward F.	School Admin.	Aug. 64	Director of Curriculum Lancaster City School Dist. Lancaster, Ohio

240

239

Kirkley

Johnson, Ray L.	Chemistry	Aug. 66	Research Chemist Pittsburgh Plate Glass Corp. Barberton, Ohio
Joldersma, Tom	Physics	Aug. 66	Postdoctoral Res. Assoc. Univ. of Munich Munich, Germany
Kershner, Carl John	Inorganic Cheml.	Aug. 61	Group Leader Polonium Fuels Research, Monsanto Research Corp. Mound Laboratories Miamisburg, Ohio
^K Kirkley, Donald Howe	Radio-Television	Aug. 67	Dept. of Speech University of Maryland College Park, Maryland
Kokenge, Bernard R.	Chemistry	Aug. 66	Research Chemist in Plutonium Fuels Group, Group Leader Monsanto Research Corp. Mound Laboratory Miamisburg, Ohio
Kress, Thomas J.	Chemistry	Aug. 67	Research Assoc. in Chemistry Ohio University, Athens, Ohio
Kroese, Irvin Bertus	English	Aug. 66	Assistant Prof. of English Humboldt State College Arcato, California
Kuder, James Edgar	Chemistry	Mar. 68	Postdoctoral Rensselaer Polytechnic Inst. Troy, New York
Lauver, Philip J.	Guidance & St. Personnel	Aug. 66	Assist. Prof. Dept. of Guidance Indianan University Bloomington, Ind.
Lee, Jerald	Physics	Aug. 66	Research Physicist at DuPont Experimental Station Wilmington, Delaware
Leeds, Barry H.	English	Dec. 67	Asst. Prof. of English Central Connecticut State New Haven, Conn.
Lewis, Wilbur H.	Sch. Admin.	June 64	Principal of High School Wilmington, Ohio
Lint, Robert Glen	English	Dec. 67	Dept. of English Cal. State Polytechnic Coll. San Luis Obispo, Calif.
Listerman, Thomas W.	Physics	Aug. 65	Faculty Wright State University Dayton, Ohio
Lloyd, Bruce Allen	Elem. Educ.	June 62	Director of Reading Center Department of Education Wittenberg University Springfield, Ohio
Madison, Norma L.	Organic Chemistry	June 61	Project Leader Dow Chemical Company Midland, Mich.
Madson, Dennis Leroy	Guid. Educ.	Aug. 66	Asst. Director of Student Residence & Assistant Professor of Education, Ohio University, Athens, Ohio
Maltese, Anthony M.	Radio-TV	Jan. 67	Director of T.V. Instruction Camden State College Camden, N. J.
Mannebach, Wayne C.	Public Address	Aug. 64	Department of Speech Ripon College Ripon, Wisconsin
May, Charles E.	English	Aug. 66	Assistant Professor of English California State College Long Beach, California

239

238

237

MINUTES—OHIO UNIVERSITY, Board of Trustees - June 6, 1968

McGlone, Edward L.	Interpersonal Communication	June 67	Dept. of Speech Northern Illinois University DeKalb, Ill.
McKay, Jerry B.	Chemistry	June 66	E. I. DuPont de Nemours & Co. Dacron Research Laboratory Kinston, North Carolina
McQuaid, Catherine	Comparative Arts	June 67	Assoc. Prof. of Fine Arts Franklin Pierce College Rindge, New Hampshire
Meyer, Arlin Glenn	English Lit.	June 67	Dept. of English Valparaiso University Valparaiso, Ind.
Miller, Robert H.	Physical Chemistry	Aug. 65	Assistant Professor of Chem. Southern University Baton Rouge, La.
Mills, Ralph D.	English	Aug. 66	Asst. Prof. of English California State College California
Nelson, Richard C.	Guidance	June 62	Assistant Professor Dept. of Education Purdue University Lafayette, Ind.
Nitzschke, Dale F.	Guidance & Counseling	Aug. 64	Assistant Dean College of Education Assistant Professor of Educ. Ohio University, Athens, Ohio
Nye, Richard P.	Bus. Admin.	Jan. 66	Business Manager University of Cincinnati, Ohio Cincinnati, Ohio
Oestreich, Charles H.	Inorganic Chem.	Aug. 61	Assoc. Prof. of Chemistry Capital University Columbus, Ohio
Oglesby, Burch E.	Ed. Admin.	Aug. 66	Associate Professor Physical Education Western Kentucky Univ. Bowling Green, Ky.
Otten, Terry R.	English	June 66	Assistant Prof. of English Wittenberg University Springfield, Ohio
Pan, Sothi	Educ. Admin.	June 66	Research Consultant Educ. Service Center of Tuscarawas County New Philadelphia, Ohio
Peterson, Gary L.	Public Address	Aug. 65	Assistant Professor of Speech Brigham Young Univ. Provo, Utah
Ly, <u>Pham</u> Thi (Mrs.)	Elem. Educ.	Aug. 64	Chairman of Dept. of Educ. & Chairman Graduate Internship Program Staff Monterey Institute of Foreign Studies, Monterey, Calif.
Phillips, Wallace J.	Guidance & Counseling	Dec. 67	School of Education Univ. of North Carolina at Greensboro, Greensboro, N.C.
Pigge, Fred L.	Education	June 64	Assoc. Prof. of Education Bowling Green State Univ. Bowling Green, Ohio
Post, Robert Melvin	Public Address & Interpretation	Aug. 61	Assistant Professor Department of Speech University of Washington Seattle, Washington

237

236

MINUTES—OHIO UNIVERSITY, Board of Trustees - June 6, 1968

Poulos, Leo	Educ. Admin.	June 67	Supt. of Schools Blauvelt, N.Y.
Raines, Bill G.	Education	June 64	Assoc. Prof. of Education & Guidance Advisor Ohio University Vietnam Project, Vietnam
Ray, John Robert	Physics	Aug. 64	Research A sociate Coordinated Science Lab. University of Illinois Urbana, Illinois
Reid, Robert Eugene	Eng. Lit.	Aug. 67	Asst. Prof. of English Ohio University Athens, Ohio
Richardson, Don Ramon	Public Address	Aug. 64	Assistant Professor Department of Speech & Drama The University of Georgia Athens, Georgia
Richard, Allen M.	Speech Path- ology & Audiology	Aug. 65	Speech Pathologist V.A. Hospital Kansas City, Kansas (in affiliation with the Univ. of Kan. Medical School)
Robinson, Forrest. D.	English	Aug. 66	Asst. Prof. of English Heidelberg College Tiffin, Ohio
Rodgers, James E.	School Admin.	Aug. 64	Asst. Professor of Education Asst. Director of Student Teaching, Ohio University, Athens, Ohio
Ross, Joseph Norman	Educ. Admin.	Jan. 67	Supt. of Schools North College Hill Cincinnati, Ohio
Ross, Margaret Ann	Student Personnel	Aug. 67	Director of Counseling Marietta College Marietta, Ohio
Sarno, Edward Francis	Radio & Television	Aug. 66	Asst. Prof. of Com Director of Special Projects. Off-Campus Academic Programs Ohio University, Athens, Ohio
Saunders, James G.	Radio-Televi- sion	Jan. 67	Asst. Prof. of Radio-TV Director Center for Research on Broadcast Mgt. & Econ. Ohio University, Athens, Ohio
Schmeding, Robert W.	Guild, Coun.	June 62	Secretary for Educ. Research Board of Parish Education of the Lutheran Church in America Philadelphia, Pa.
Schoof, Jack F.	Comparative Arts	Aug. 67	Asst. Prof. of Fine Arts Univ. of Wisconsin Eau Claire, Wisc.
Sears, Richard Duane	English	Aug. 66	Dept. of English Berea College Berea, Ky.
See, Jacob Harrel	Educa. Admin.	June 61	Superintendent of New Phila. City Schools New Philadelphia, Ohio
Seifrit, William C., Jr.	Public Address	June 65	Assistant Professor Department of Speech & Drama Univ. of North Carolina at Greensboro, Greensboro, N.C.
Shepardson, Marie E.	Guidance	Feb. 64	Director of Guidance American School in Tokyo Tokyo, Japan

235

234

MINUTES—OHIO UNIVERSITY, Board of Trustees - June 6, 1968

Slisson, Roosevelt	Education Admin.	Aug. 67	Dept. of Bus. Education Mississippi Valley State Coll. Itta Benna, Miss.
Smith, Seaton Elliott, Jr.	Elem. Educ.	Mar. 68	Instructor in Education Ohio University, Athens, Ohio
Somerville, Elizabeth S.	English	Aug. 67	Asst. Professor of English Ohio University, Athens, Ohio
Sorenson, Richard W.	Chemistry	June 67	Research Chemist Texas Instrument Co. Dallas, Texas
Sorohan, Lawrence J.	Elem. Educ.	Aug. 62	Assoc. Prof. of Education Director of Graduate Study University of N. C. at Greensboro, Greensboro, N.C.
Steele, James D.	Elem. Educ.	Aug. 67	Education Advisor O. U. Vietnam Project Vietnam
Stein, Randolph	English	June 65	Assoc. Prof. of English Ashland College Ashland, Ohio
Stuart, Alvin J.	Elem. Educ.	Aug. 65	Associate Prof. of Elem. Educa. Culver-Stockton College Canton, Missouri
Toth, John Paul	Gen. School Administration	Aug. 64	Assistant Professor of Educ. University of Dayton Dayton, Ohio
Vanderlind, Merwyn Ray	Physics	Aug. 64	Physics Laboratory Rohm and Haas Company Bristol, Pa.
Vanella, Lawrence M.	Speech	Feb. 64	Department of Speech & Drama, Univ. of N. C. at Greensboro, Greensboro, N.C.
Velapoldi, Rance A.	Inorg. Chem.	June 65	Postdoctoral New York University N.Y.C.
Walwick, Theodore J.	Interpersonal Communication	Aug. 67	Dept. of Speech Butler University Indianapolis, Ind.
Ward, Allan L.	Public Address	Aug. 60	Dean of Instruction Philander Smith College Little Rock, Ark.
Wardeska, Jeffrey G.	Chemistry	Aug. 67	Asst. Prof. of Chemistry West Tenn. State Univ. Johnson City, Tenn.
Watts, Gary D.	Educ. Admin.	June 64	Field Representative of NEA Field Operations and Urban Service Office Washington, D. C.
Woosley, Royce S.	Chemistry	Dec. 67	Dept. of Chemistry Western Carolina Univ. Cullowhee, N.C.
Work, Gerald G.	Student Personnel	Aug. 67	Asst. Prof. Dept. of Education University of Maine Orono, Maine
Wristers, Harry Jan	Organic Chem.	June 65	Research Chemist Esso Research and Engineering Baytown, Texas

DISTRIBUTION OF PH.D. RECIPIENTS

The following groupings are found among the 149 Ph.D. recipients:

Associated with colleges and universities	117
Associated with colleges and universities in Ohio	42

234

233

232

MINUTES—OHIO UNIVERSITY, Board of Trustees - June 6, 1968

Associated with public school systems	9
Associated with Ohio public school systems	5
Associated with industry	17
Associated with industry in Ohio	5
Serving in clinical-professional capacity	4
Serving in Army	1
Miscellaneous	1

Mr. Milar was then called upon for a discussion of the expenditures estimate for 1967-68. Mr. Milar presented the following budget analysis projection for 1967-68 for the main campus educational and general operations which shows a projected estimated balance of \$72,399.

OHIO UNIVERSITY
BUDGET ANALYSIS PROJECTION
1967-68
MAIN CAMPUS OPERATIONS

	Reference Notes	Budget	Estimated Actual	Variance
<u>Income</u>				
State Subsidy	1	\$14,353,500	\$14,061,450	(\$ 292,050)
Student Fees				
Registration	2	8,501,800	8,625,588	123,788
Non-Residence	2	1,461,000	1,802,084	341,084
Application		251,000	251,000	-0-
Other		92,550	100,000	7,450
Endowment		44,959	44,959	-0-
Government Gifts and Grants		250,000	230,000	(20,000)
Recovery of Indirect Costs	3	327,000	363,000	36,000
Departmental Sales and Charges		73,200	55,000	(18,200)
Other Income (Interest, Rent, etc.) 4		185,450	155,450	(30,000)
Sub-Total		\$25,540,459	\$25,688,531	\$ 148,072
<u>Surplus Adjustments</u>				
Insurance Reserve	5	-0-	68,000	68,000
A.I.D. Liability	6	-0-	37,000	37,000
Prior Years Expense Recoveries 7			141,056	141,056
Total		\$25,540,459	\$25,934,587	\$394,128
<u>Expense</u>				
Academic Affairs - Smith		\$15,165,724	\$15,302,724	(\$137,000)
Research - Savage		530,726	530,726	-0-
Business & Student Affairs - Whalen		4,870,142	4,827,142	43,000
Finance Offices - Milar		636,275	591,275	45,000
Development - Hecht		793,633	797,633	(4,000)
General Institution - Alden		1,544,688	1,442,688	102,000
Land Purchase and Fund Transfers 8		827,000	674,000	153,000
Fee Waivers - Smith 2		1,154,000	1,458,000	(304,000)
Sub-Total		\$25,522,188	\$25,624,188	(\$102,000)
<u>Additions to Expense</u>				
Albany Airport Engineering			57,000	(57,000)
A. Andersen Study			90,000	(90,000)
TV Title VI			70,000	(70,000)
Learning Resources Title VI			21,000	(21,000)
Sub-Total Additions			\$ 238,000	(\$238,000)
Total		\$25,522,188	\$25,862,188	(\$340,000)
Balance		\$ 18,271	\$ 72,399	\$ 54,128

232

231

OHIO UNIVERSITY
BUDGET ANALYSIS PROJECTION
NOTES
1967-68
MAIN CAMPUS OPERATIONS

Note 1

Preponderance of loss in Masters Degree FTE.

Note 2

The total increase of \$464,872 is due in part to a change in method of billing graduate assistant fee waivers and including the same in fee income with a similar recording of the waivers as expense.

Fee Income Variance	\$464,872
Graduate Assistant Waiver Variance	(306,000)
Net Cash Income Variance	\$158,872

The favorable cash income variance is due to a larger than anticipated mix of non-residence students.

Note 3

The estimate included \$77,000 of prior years recovery on A.I.D. projects whereas \$124,000 has been recovered. Regular Overhead is \$11,000 below the estimate.

Note 4

Investment Income is down by \$30,000.

Note 5

This item represents the amount of experience adjustment funds not needed to pay premiums through the insurance policy year ending August 31, 1968.

Note 6

We recognized a liability to A.I.D. in 1965 for contested overpayments. Our appeal is resulting in the cancellation of this liability.

Note 7

Strengthening of our Budget and Contract Department has enabled us to audit internally in depth Grants and Contracts. The amount shown represents corrections and recoveries of prior years expenses charged to general operations rather than to specific restricted accounts.

Note 8

Due to the extension of interim financing of the Convocations Center \$150,000 can be used to meet current operations.

There was a general discussion of this report, and it was pointed out that in spite of a decrease in the state subsidy previously reported by President Alden, the budget for the academic year ending June 30, 1968, would be balanced.

Mr. Milar then presented the following budget summary for the academic year 1968-69 as well as the detailed income and expense projection for the next academic year totaling \$49,029,225.

OHIO UNIVERSITY
INCOME PROJECTION
1968-1969

	Athens Campus	Branch Correspondence and Extension	Restricted and Rotary	Total
Instructional and General				
State Subsidy	\$15,729,800	\$1,787,460		\$17,517,260
Student Fees				
Registration	9,050,840	2,171,177		11,222,017
Non-Residence	2,259,900	13,680		2,273,580
Application	251,000			251,000
Other	100,000			100,000
Endowment	45,000			45,000
Private Gifts and Grants		\$ 85,000		85,000
Government Gifts and Grants	165,000		350,000	515,000
Recovery of Indirect Costs	260,000			260,000
Departmental Sales and Charges	70,000		20,000	90,000
Other Income (Interest, Rent, etc.)	155,000		95,000	250,000
Total Instructional and General	\$28,086,540	\$3,972,317	\$ 550,000	\$32,608,857

230

229

228

MINUTES—OHIO UNIVERSITY, Board of Trustees - June 6, 1968

Research				
Private Gifts and Grants		\$ 165,000	\$ 165,000	
Government Gifts, Grants and Contracts		<u>670,000</u>	<u>670,000</u>	
Total Research		\$ 835,000	\$ 835,000	
Public Service				
Private Gifts and Grants		\$ 30,000	\$ 30,000	
Government-Overseas		1,649,000	1,649,000	
Government-Domestic		1,400,000	1,400,000	
O. U. Press		67,635	67,635	
Workshops		<u>290,000</u>	<u>290,000</u>	
Total Public Service		\$3,436,635	\$ 3,436,635	
Auxiliary Enterprises				
Residence and Dining Halls	\$ 9,660,300		\$ 9,660,300	
Intercollegiate Athletics	257,000		257,000	
Aviation	53,799		53,799	
Other	<u>367,600</u>	\$ 414,213	<u>781,813</u>	
Total Auxiliary Enterprises	\$10,338,699	\$ 414,213		\$10,752,912
Student Aid				
Endowment Income		\$ 44,880	\$ 44,880	
Private Gifts and Grants		170,000	170,000	
Work Study		898,391	898,391	
Government Gifts and Grants		<u>282,550</u>	<u>282,550</u>	
Total Student Aid		\$1,395,821	\$ 1,395,821	
TOTAL	\$38,425,239	\$4,386,530	\$6,217,456	\$49,029,225

OHIO UNIVERSITY
1968-69
MAIN CAMPUS
OPERATING BUDGET

Provost - SmithArts and Science

Dean's Office	\$ 241,908	
Botany	300,300	
Chemistry	659,499	
Classical Languages	53,351	
English	1,229,621	
Geography and Geology	225,639	
International Studies	29,191	
Modern Language	644,713	
Government	242,477	
History	455,692	
Mathematics	612,418	
Philosophy	251,907	
Physics	1,043,282	
Psychology	538,679	
Sociology and Anthropology	264,490	
Zoology	369,293	
Service Bureaus	36,040	
Ohio University Review	350	
Ohio History	2,500	
Dysart Woods	3,000	
Junior Academy of Science	650	
Total		\$7,205,000

Business Administration

Dean's Office	\$ 204,736	
Accounting	115,619	
Business Administration	66,893	
Business Communications	72,508	
Business Law	59,965	
Economics	343,167	
Finance	99,367	
Management	141,751	
Marketing	76,392	
Quantitative Methods	97,529	
Total		1,277,927

228

227

Communications

Dean's Office	\$ 171,270
Interpersonal Communications	257,244
Journalism	163,920
Radio-TV	150,853
Speech Pathology, Audiology and Speech Science	248,786

Total \$ 992,073

Education

Dean's Office	\$ 107,186
Cleveland Center	59,139
Educational Placement Bureau	48,875
Elementary Education	466,439
Guidance, Counseling and Student Personnel	218,987
Health, Physical Education and Recreation	395,105
International Programs	26,266
Home Economics	262,734
Int. and Comp. Education	5,910
Laboratory School	128,807
Research and Statistics	23,730
School Administration	123,622
Secondary Education	262,904
Service Bureau	9,538
Student Personnel Services	33,870
Student Teaching	126,888

Total 2,300,000

Engineering and Technology

Dean's Office	\$ 148,600
Chemical Engineering	160,000
Civil Engineering	127,000
Electrical Engineering	424,400
Industrial and Systems Engineering	125,000
Engineering Graphics	84,000
Industrial Technology	209,000
Mechanical Engineering	122,000

Total 1,400,000

Fine Arts

Dean's Office	\$ 102,486
Architecture and Design	266,342
Art	522,981
Comparative Arts	150,132
Dance	21,427
Film	48,510
Music	456,560
Music Institute	15,000
Theater	266,562

Total \$1,850,000

Vice President for Development

General Administration	\$ 103,192
Alumni Association	36,911
Aviation	100,000
Office Services	29,646
Ohio University Fund, Inc.	37,304
Public Affairs	59,704
Publications	147,951
Public Information	68,151

Total 582,859

Vice President for Research and Industrial Liaison

Office of Vice President	\$ 41,260
Computer Center	359,943
Oceanographic Research	7,500
Postdoctoral - Clearfield	9,000
Research Committee	50,000
Research Equipment	35,000
Research Institute	92,297
Research Publications	5,000

Total 600,000

226

225

Other

Air Force R.O.T.C.	\$ 5,171
Army R.O.T.C.	6,952
Faculty Senate	800
Graduate College	97,039
Honors College	32,000
Intercollegiate Athletics	600,000
Learning Resources	79,600
Library	1,200,000
Ohio University Press	74,365
Radio-TV	476,333
University College	85,000
Fees Waived - Undergraduate	677,700
Fees Waived - Graduate	154,000
Provost Office	165,000

Total \$3,653,960

TOTAL PROVOST

\$19,861,819

224

Executive Vice President - WhalenAdministrative Services

Assistant Vice President Administrative Services	\$ 92,289
Administrative Data Processing Systems and Procedures	\$113,857
Operations	385,863
Programming	135,280

Sub-Total 635,000

Environmental and Auxiliary Services

Environmental Health and Security	\$303,000
Motor Vehicles	72,544
Radiation and Fire Safety	22,000

Sub-Total 397,544

Office Services

Graphics	\$ 41,894
Mail Service	56,280
Purchasing	108,031
Stores and Receiving	60,230

Sub-Total 266,435

Personnel

85,806

Physical Plant

Bird Arena - Stadium	\$ 64,132
Building Maintenance	962,794
Building Services	593,773
Golf Course	51,162
Grounds	88,740
Heating Plant	293,098
Physical Plant	43,922
Telephone Base Charge	237,300
Telephone Operations	33,355
Temporary Rentals	58,661
Utilities	480,364

Sub-Total 2,907,301

Total Administrative Services

\$4,384,375

Architect and Engineer

80,895

Finance Offices

Treasurer	75,428
Budget and Contract Administration	57,663
Bureau of Inspection	33,600
Cashier	38,788
Controller's Offices	
Controller	89,787
Accounts Payable	43,276
Dormitory and Dining Hall Accounting	4,440
General Accounting	32,324
Payroll	33,000
Property Control	20,697

Sub-Total

223,524

223

222

Insurance	\$ 10,000	
Pension Contribution	6,400	
Student Financial Aid	103,094	
Workmen's Compensation	44,000	
Work Study Contribution	74,050	
Total		\$ 666,547
<u>Planning Office</u>		21,434
<u>Residence Programs and Services Coordination</u>		
Off-Campus Housing	20,000	
Supervision of Residence Halls	150,000	
Total		170,000
<u>Student Activities - Dean</u>		
Activities	155,000	
Baker Center	128,000	
Total		283,000
<u>Student Services and Research Coordination</u>		
Research and Coordinator	\$ 24,553	
Admissions and Registration	445,000	
Health Center	581,000	
Mutual Health	33,000	
Placement and Internship	105,500	
Psychological Services	144,000	
Student Records	69,491	
Total		\$1,402,544
<u>Other</u>		
Executive Vice President's Office	138,182	
Institutional Memberships	5,000	
Fund Transfers		
Student Activities	\$120,000	
Convocations Committee	15,800	
Alumni Association	75,000	
Sub-Total	210,800	
Facilities Fee	512,200	
Capital Improvements	200,000	
Total - Other		1,066,182
TOTAL EXECUTIVE VICE PRESIDENT		\$ 8,074,977
<u>President Aiden</u>		
President's Office	\$ 120,429	
Cutler Service Bureau	18,571	
Total President	\$ 139,000	\$ 139,000
GRAND TOTAL - MAIN CAMPUS		<u>\$28,075,796</u>

OHIO UNIVERSITY
RESIDENCE AND DINING HALL BUDGET
1968-1969

<u>Income</u>		
Residence Halls	\$4,299,700	
Dining Halls	<u>5,360,600</u>	
Total Income		\$9,660,300
<u>Expenditures</u>		
Administration and General	\$1,353,100	
Room Services	166,100	
Food Services	4,154,000	
Operation and Maintenance of Plant	<u>2,035,900</u>	
Total Expenditures		<u>7,709,100</u>
Net Operating Income		\$1,951,200

222

221

220

219

MINUTES—OHIO UNIVERSITY, Board of Trustees - June 6, 1968

Applications		
Debt Service		
Interest	\$ 732,300	
Principal	580,000	
Legal Reserve	<u>313,700</u>	
Total Debt Service		\$1,626,000
Other		
Plant Additions	162,900	
Equipment Reserve	<u>162,300</u>	
Total Other		<u>325,200</u>
Total Applications		<u>1,951,200</u>
Balance		\$ -0-

1968-69
Budget Year

STATE APPROPRIATION
ATHENS CAMPUS

	Estimate Budget Year	Rate	Amount
<u>Annual for Subsidy</u>			
FTE			
Lower Division	<u>8,100</u>	\$ 350	\$ 2,835,000
Upper Division	<u>6,407</u>	<u>1,000</u>	<u>6,407,000</u>
Professional	<u>2,535</u>	<u>1,000</u>	<u>2,535,000</u>
Sub-Total	<u>17,042</u>	<u>xxx</u>	
Masters	<u>824</u>	<u>1,500</u>	<u>1,236,000</u>
Post-Masters	<u>566</u>	<u>4,800</u>	<u>2,716,800</u>
Sub-Total	<u>1,390</u>	<u>xxx</u>	
TOTAL	<u>18,432</u>	<u>xxx</u>	<u>\$15,729,800</u>

OHIO UNIVERSITY
1968-69
ESTIMATE OF INCOME
ATHENS CAMPUS

	Students	Rate	Total Assessments	Totals
Summer				
Undergraduate - Resident	2,932	\$ 80	\$ 234,560	
Undergraduate - Non-Resident	734	180	132,120	
Graduate - Resident	1,005	80	80,400	
Graduate - Non-Resident	1,005	180	<u>180,900</u>	\$ 627,980
Fall				
Undergraduate - Resident	13,098	170	\$2,226,660	
Undergraduate - Non-Resident	2,874	370	1,063,380	
Graduate - Resident	825	170	140,250	
Graduate - Non-Resident	750	370	<u>277,500</u>	3,707,790
Winter				
Undergraduate - Resident	12,404	170	\$2,108,680	
Undergraduate - Non-Resident	2,722	370	1,007,140	
Graduate - Resident	825	170	140,250	
Graduate - Non-Resident	750	370	<u>277,500</u>	3,533,570
Spring				
Undergraduate - Resident	11,771	170	\$2,001,070	
Undergraduate - Non-Resident	2,584	370	956,080	
Graduate - Resident	825	170	140,250	
Graduate - Non-Resident	750	370	<u>277,500</u>	<u>3,374,900</u>
Total				\$11,244,240

Special Course Fees	\$ 140,000
Sub-Total	\$11,384,240
Adjustment for Part-Time 351 Students x \$70 x 3 quarters	(73,500)
Total Student Fees	<u>\$11,310,740</u>
Registration	\$ 9,050,840
Non-Resident	<u>2,259,900</u>
Total Student Fees	\$11,310,740

There was a general discussion of these figures, and it was moved by Mr. Brown, seconded by Mr. Kennedy and unanimously carried that the budget proposal as presented be accepted and the expenditure items as shown be appropriated for the purposes indicated in the budget for the academic year 1968-69.

Vice President Smith then presented the 1967-68 faculty salaries as approved by the Board of Trustees and the recommended salary ranges for the 1968-69 academic year to be as follow:

	<u>Minimum</u>	<u>Maximum</u>
Professor	\$13,000	\$29,700
Associate Professor	10,500	19,000
Assistant Professor	7,600	16,300
Instructor	5,500	11,000

It was then moved by Mr. Herrold, seconded by Mr. Baxter, and unanimously carried that the above faculty salary ranges for the 1968-69 academic year be approved with the understanding that in exceptional cases the maximum ceiling can be broken, but that the minimum shall be adhered to in all cases.

Provost Smith then presented the following recommendations of the Honorary Degree Committee:

The Honorary Degree Committee recommends the awarding of the honorary degree, Doctor of Humane Letters, to Dr. Franklin D. Murphy, who was trained as a doctor and has displayed a breadth of abilities by exemplary service as a teacher, dean and chancellor, first of the University of Kansas, and presently of the University of California at Los Angeles. He has received renown as a builder of libraries and a collector of African Art. During tumultuous times in the educational world his great administrative skill has kept two major universities on the proper course.

There was a discussion of this recommendation, and it was then moved by Mr. Baxter, seconded by Mr. Casto, and unanimously carried that the honorary degree of Doctor of Humane Letters be awarded to Dr. Franklin D. Murphy.

Provost Smith then presented a recommendation from the Faculty Senate recommending an amendment to the constitution of the Faculty Senate and an amendment to the By-Laws of the Faculty Senate. These amendments were intended to grant representation to the faculty located on the Branch Campuses.

The Chairman called the Board's attention to the tremendous changes in the past three years in Ohio University, pointing out that enrollment had increased over 36%, the number of full-time faculty had increased over 52%, and the total compensation paid for faculty had increased 87%, and the full-time faculty in the Branches had increased from 10 to 85 in the three years, as well as the increase in the graduate enrollment from 854 to 1675. The Chairman pointed out that with these vast changes, he felt that an ad hoc committee of the Board of Trustees should be appointed to study the constitution and the By-Laws of the Faculty Senate and report back to the Board any recommendations they might have at the fall meeting of the Board of Trustees.

There was a discussion of the need of this study, and it was then moved by Mr. Stocker, seconded by Mr. Herrold, and unanimously carried that the Chairman appoint a committee of the Board of Trustees to study the Faculty Senate in the light of the changes at Ohio University in the past three years. The Chairman appointed the committee consisting of Mr. Kennedy, chairman, Mr. Casto and Mr. Brown, and requested they report back to the Board of Trustees on any recommendations they would have at the fall meeting of the Board.

217

216

215

214

The Chairman stated that since Mr. Kennedy, Mr. Casto, and himself were the original Board of Trustee committee on the Faculty Senate, he would meet with the committee when they discussed any recommendations.

Provost Smith then reported that two additional faculty members had decided to retire this year, George LeBoutillier, Associate Professor of Architecture, after fifteen years service, and Miriam LeBoutillier, Instructor in Mathematics, after thirteen years service, and he recommended that they be appointed emeriti.

It was then moved by Mr. Brown, seconded by Mr. Kennedy, and unanimously carried that George LeBoutillier be appointed Associate Professor Emeritus of Architecture and that Miriam LeBoutillier, Instructor Emerita in Mathematics.

Mr. Milar was then called upon for a report on Student Financial Aids. He reported that financial aid in some form, either loan, scholarship, or work programs, was granted to our students during the past academic year totaling \$5,624,000 and over 7000 students were granted aid in some form. This was broken down as follows: the Work Study Program - 936 students participated at a total cost of \$386,000; National Defense Scholarship loans - 781 were granted - total amount of \$356,000; the University Short-Term loan funds - 959 loans were made, totaling \$92,250; Economic Opportunity grants were made to 593 students at a total cost of \$245,155; scholarships and waivers of fees were granted 1700 students (undergraduate) at a total cost of \$563,702; our Financial Aids Office handled outside agency loans and grants for 279 students totaling \$146,324; graduate assistantships were granted 1012 students at a total cost of \$3,000,000 and 750 board jobs were given students at a total cost of \$385,000; other student employment totaled \$450,000.

Mr. Milar also reported that we have almost 2500 National Defense loans outstanding and our delinquency rate on these outstanding loans is about 2 1/2 per cent compared to the national average of 16 per cent. Mr. Milar then reported that he planned to send a complete detailed study of our student financial aids to the trustees before the next meeting.

Mr. Milar then presented a resolution prepared by bond counsel approving the Fourth Supplemental Trust Agreement modifying original Trust Agreement and Supplements thereto, securing Housing and Dining Revenue Bonds and bond resolutions authorizing such bonds. He pointed out this resolution was necessary in order to incorporate the recent favorable decision from the Franklin County Common Pleas Court relative to the reduction in coverage on outstanding and future dormitory bonds from 1.35 to 1.25 before issuing additional bonds. The adoption of this resolution would permit the issuing of more bonds on our present coverage.

It was then moved by Mr. Brown, seconded by Mr. Kennedy, that the following resolution be adopted and on roll call the following votes were recorded: Baxter, aye; Brown, aye; Casto, aye; Herrold, aye; Johnson, aye; Kennedy, aye; Stocker, aye.

RESOLUTION

APPROVING FOURTH SUPPLEMENTAL TRUST AGREEMENT MODIFYING ORIGINAL TRUST AGREEMENT AND SUPPLE- MENTS THERETO SECURING HOUSING AND DINING RE- VENUE BONDS AND BOND RESOLUTIONS AUTHORIZING SUCH BONDS

WHEREAS, this Board of Trustees at its meeting held June 6, 1965 duly adopted a Resolution authorizing certain modifications of the Trust Agreement dated January 1, 1962 between The President and Trustees of The Ohio University and its Board of Trustees and The City National Bank & Trust Company of Columbus, and the First Supplemental Trust Agreement between said parties dated as of January 1, 1963, and the Bond Resolutions constituting parts thereof; and

WHEREAS, said modifications were reflected in the Bond Resolution providing for the issuance of \$7,460,000 Housing and Dining Revenue Bonds, Series F, which were thereafter issued and delivered, so that further authorization by the holders of said Series F Bonds would not be required for the purpose of effecting such modifications; and

WHEREAS, this Board of Trustees by resolution adopted November 11, 1965, approved a form of Fourth Supplemental Trust Agreement setting forth such modifications approved June 6, 1965 and also setting forth additional limitations on the rights and powers of the University to issue additional parity bonds; and

WHEREAS, the University has authorized and issued \$3,250,000 Housing and Dining Revenue Bonds, Series E, dated as of January 1, 1966, secured by a Second Supplemental Trust Agreement and said Fourth Supplemental Trust Agreement approved November 11, 1965 did not reflect the issuance of said Series E Bonds; and

WHEREAS, there has been submitted to this Board a proposed form of Fourth Supplemental Trust Agreement setting forth such modifications as approved by this Board on June 6, 1965 and November 11, 1965 and further setting forth provisions reflecting the issuance of Series E Bonds and execution of a Second Supplemental Trust Agreement; and

214

213

212

211

WHEREAS, the requisite authorizations from the holders of Series A, B, C, D, E and F Bonds have been secured, except the authorization of the United States of America as the holder of all or a portion of Series A, B, D and E Bonds and this Board anticipates such authorization from the Government in the immediate future;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the President and Trustees of The Ohio University, as follows:

Section 1. The modifications, additional limitations on the rights and powers of the University and all terms and provisions as set forth in the aforesaid proposed form of Fourth Supplemental Trust Agreement be and the same are hereby in all respects approved, and the amendments in said supplement to the Bond Resolutions authorizing Series A, B, C, D and E Bonds are hereby adopted, and, upon securing the appropriate authorization from the United States of America as the holder of all, or a part of Series A, B, D and E Housing and Dining Room Revenue Bonds of the University pursuant to Section 15.01 of the aforesaid Trust Agreement, the officers of the University are authorized to execute, acknowledge and deliver said Fourth Supplemental Trust Agreement setting forth such modifications and limitations.

Section 2. The authorizations contained in the aforesaid Resolution adopted June 6, 1965 and in further Resolution of the same date granting certain authority to the Executive Committee of the Board with respect to such modifications, and in the aforesaid Resolution adopted November 11, 1965, are hereby confirmed and continued, subject and extending to the provisions hereof, and the aforesaid Fourth Supplemental Trust Agreement shall be in the form submitted to this meeting with such further changes therein as the officers executing the same may approve.

THE OHIO UNIVERSITY
HOUSING AND DINING REVENUE BONDS
FOURTH SUPPLEMENTAL TRUST AGREEMENT

This Fourth Supplemental Trust Agreement dated as of the _____ day of _____, 19____ (herein called the Supplement) by and between the President and Trustees of The Ohio University (sometimes known as The Ohio University) and its Board of Trustees (herein sometimes referred to collectively as the "University"), a state university of Ohio, and The City National Bank & Trust Company of Columbus, Columbus, Ohio, a corporation duly organized and existing under the laws of the United States, as Trustee under the Trust Agreement dated as of January 1, 1962, hereinafter mentioned:

WITNESSETH:

WHEREAS, the University heretofore executed and delivered to the Trustee a certain Trust Agreement dated as of January 1, 1962 to secure an issue of \$3,842,000 Construction and Refunding Housing and Dining Revenue Bonds, Series A and B, dated January 1, 1962, and additional bonds issuable thereunder on a parity with said Series A and B Bonds (the said Trust Agreement, as heretofore and hereafter supplemented in accordance with its terms, including the bond resolutions constituting parts thereof, being herein called the "Trust Agreement"; and the said Series A and B together with all additional bonds issued on a parity therewith under the Trust Agreement being herein called the "Bonds"); and

WHEREAS, the University heretofore executed and delivered to the Trustee a First Supplemental Trust Agreement dated as of January 1, 1963, supplementing the aforesaid 1962 trust agreement, to secure an issue of \$3,600,000 Housing and Dining Revenue Bonds, Series C and D, dated January 1, 1963, as additional parity bonds; and

WHEREAS, the University heretofore executed and delivered to the Trustee a Second Supplemental Trust Agreement dated as of January 1, 1964, further supplementing the aforesaid 1962 Trust Agreement to secure an issue of \$3,250,000 Housing and Dining Revenue Bonds, Series E, dated January 1, 1964, as additional parity bonds; and

WHEREAS, the University heretofore executed and delivered to the Trustee a Third Supplemental Trust Agreement dated as of June 1, 1965, further supplementing the aforesaid 1962 trust agreement, to secure an issue of \$7,460,000 Housing and Dining Revenue Bonds, Series F, dated June 1, 1965, as additional parity bonds; and

WHEREAS, prior to the execution and delivery of said Third Supplemental Trust Agreement and said Series F Bonds, the Board of Trustees of the University had determined by Resolution that said original Trust Agreement and supplements thereto, and the bond resolutions constituting parts thereof, should be modified as provided in Article I hereof; and said modifications as provided in Article I hereof were incorporated in the Third Supplemental Trust Agreement and bond resolution constituting part thereof relating to said Series F Bonds with the condition that said modifications would not be effective until the same shall have been authorized by the holders of the requisite percentage of all of the Bonds other than the Series F Bonds which, for purposes of the required authorization under Section 15.01 of the Original Trust Agreement, would not be deemed to be affected by such modifications by reason of the provision for such modifications in the Third Supplemental Trust Agreement and said bond resolution which constituted part of the contract with the holders of the Series F bonds; and

211

210

209

208

MINUTES—OHIO UNIVERSITY, Board of Trustees - June 6, 1968

WHEREAS, subsequent to the issuance of said Series F Bonds the Board of Trustees of the University determined to limit, as provided in Article II hereof, the right and power of the University in the issuance of additional parity bonds under the modifications provided in Article I hereof; and

WHEREAS, the modifications provided for in Article I hereof as affected by the limitations set forth in Article II have been authorized by the holders of the requisite percentage of the Series A, B, C, D and E Bonds, being all of the Bonds presently outstanding, except for the aforesaid Series F Bonds (which, for the reasons aforesaid, are not deemed to be affected by such modifications), by instruments in writing delivered to the Trustee, and all conditions and requirements for the making of such modifications and the execution and delivery of this Supplemental Trust Agreement have been duly met and satisfied; and

WHEREAS, the University and the Trustee desire to embody such modifications and limitations in this Supplemental Trust Agreement pursuant to Article 14 and Article 15 of the aforesaid Original Trust Agreement;

NOW, THEREFORE, THIS SUPPLEMENTAL TRUST AGREEMENT, WITNESSETH: that in order to secure the payment of the principal of and interest on the Bonds according to their true intent and meaning, and to secure the performance and observance of all covenants and conditions therein and in the Trust Agreement contained, and for and in consideration of the premises and of the purchase and acceptance of the Bonds by the holders thereof from time to time, and the acceptance by the Trustee of the further trusts hereby created, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the University has executed and delivered this Fourth Supplemental Agreement.

IN TRUST, NEVERTHELESS, upon the terms and trusts in the Trust Agreement and in this Supplement set forth for the equal and proportionate benefit and security of all present and future holders of the Bonds and appurtenant coupons issued or to be issued under and secured by the said agreements, without preference, priority or distinction, as to lien or otherwise, of any one bond or coupon over any other by reason of priority in the time of the issue or negotiation thereof or otherwise, except as may be otherwise expressly provided in the Trust Agreement.

AND IT IS HEREBY COVENANTED AND DECLARED by the University with the Trustee and its successors in the trust under the Trust Agreement for the benefit of those who shall hold such Bonds and appurtenant coupons at any time issued and outstanding under the Trust Agreement as follows:

ARTICLE I Modifications

Section 1.1 Conditions for Issuance of Additional Bonds. Section 5 of the Bond Resolution set forth at pages 21 and 22 as part of the Trust Agreement dated as of January 1, 1962 between the President and the Trustees of The Ohio University and its Board of Trustees and The City National Bank and Trust Company of Columbus, as trustee, Section 5 of the Bond Resolution set forth at pages 16 through 18 as part of the First Supplemental Trust Agreement dated as of January 1, 1963 between said parties, and Section 5 of the Bond Resolution set forth at pages 14 and 15 as part of the Second Supplemental Trust Agreement dated as of January 1, 1964 between said parties, each are modified to read in their entireties, as follows:

Section 5. Additional Bonds. (a) The University shall have the right from time to time to issue Additional Bonds if necessary to pay the costs of completing the Project or any projects for which Additional Bonds are issued, without necessity for compliance with any earnings coverage, or certificate with respect thereto, in connection with Additional Bonds issued for completion of a project.

(b) The University shall also have the right from time to time to issue Additional Bonds on a parity with other Bonds to provide funds for any purpose authorized by Section 3345.07 of the Revised Code of Ohio including, without limiting the generality of the foregoing, acquiring, constructing and equipping Dormitory Facilities and the refunding of bonds and notes issued for any of such purposes. The Trustee shall authenticate and deliver bonds under this paragraph (b) upon (but only upon) receipt of the documents required by the Trust Agreement and also a certificate of the President and the Treasurer of the University (i) showing that the Net Income Available for Debt Service (as defined below) is equal to or greater than one and twenty-five hundredths (1.25) times the Aggregate Average Annual Debt Service Requirement on all Bonds then outstanding under the Trust Agreement and on the Bonds then to be authenticated and delivered, less any Bonds, or portions of fully registered Bonds, which are to be redeemed or retired with the proceeds of such Additional Bonds, or with the proceeds of Additional Bonds theretofore issued or to be issued concurrently with the issuance of such new Additional Bonds; (ii) showing that there were not included in such Net Income Available for Debt Service any receipts against

207

206

205

which there is any prior claim other than the use thereof for the reasonable and Proper Operating and Maintenance Expenses of the Dormitory Facilities; and (iii) furnishing such other information in support of the foregoing as may reasonably be requested by the Trustee. "Net Income Available for Debt Service," as used in this paragraph (b) shall mean (A) the Net Income of the Dormitory Facilities during the preceding fiscal year as adjusted to reflect the schedule of fees, rates and charges placed in effect since the beginning of said preceding fiscal year or to become effective at the beginning of the next semester, quarter or other school period, to reflect any new fees, revenues or funds pledged or to be pledged by the resolution authorizing such Additional Bonds to secure the payment of all Bonds, to give recognition to anticipated changes in operating and maintenance expenses of the Dormitory Facilities and to eliminate net income from any Dormitory Facilities as to which estimated income is included under clauses (B) or (C) below; plus (B) the estimated annual net income of any of the Dormitory Facilities which are then under construction or for which a full fiscal year's operating experience is not available; plus (C) the estimated annual net income of any Dormitory Facilities the cost of which is to be financed in whole or in part by the sale of the Additional Bonds for which the calculation of the Net Income Available for Debt Service is then being made. "Aggregate Average Annual Debt Service Requirement," as used in this paragraph (b), shall mean the total of the average annual debt service on each series of Bonds computed as to each series by taking the total of the principal and interest maturities on all Bonds of such series (excepting those Bonds or portions of fully registered Bonds which are to be redeemed or retired with the proceeds of such Additional Bonds or with the proceeds of Additional Bonds theretofore issued or to be issued concurrently with the issuance of such new Additional Bonds) for the then current fiscal year ending June 30 and each subsequent fiscal year to and including the fiscal year in which occurs the final principal maturity of said series, subtracting therefrom any funds held and irrevocably committed to the payment of principal of and interest on said Bonds (or a pro-rata portion of funds so held for all Bonds, exclusive of the amount comprising the required reserve in the Bond and Interest Sinking Fund Account provided for in Section 7 of this Resolution), and dividing the resultant figure by the number of said years; provided that the Aggregate Average Annual Debt Service Requirements shall in no case be deemed to exceed the highest aggregate annual principal and interest requirements of all those Bonds with regard to which the computation of the Aggregate Average Annual Debt Service Requirements is being made.

Section 1.2. Deposits to the Bond and Interest Sinking Fund Account. Section 7 of the Bond Resolution set forth at pages 24 through 30 as part of said Trust Agreement dated as of January 1, 1962, Section 7 of the Bond Resolution as set forth at pages 20 through 25, as part of said First Supplemental Trust Agreement dated as of January 1, 1963, and Section 7 of the Bond Resolution as set forth at pages 17 through 22, as part of said Second Supplemental Trust Agreement dated as of January 1, 1964, each are modified by changing all the references to "35 per centum" in each such section, to read "25 per centum."

Section 7 of the Bond Resolution as set forth at pages 20 through 25 of said First Supplemental Trust Agreement dated January 1, 1963, is modified, in order to cure any ambiguity as to whether or not a duplication of deposits is contemplated, by deleting therefrom the following words appearing at the top of page 21: "The amount provided in the Original Bond Resolution for the payment of principal and interest on the Series A and B Bonds and, in addition, beginning June 15, 1964, and thereafter."

Section 1.3. Conditions for Abandonment of Dormitory Facilities. Section 8.01 at pages 80 and 81 of the aforesaid Trust Agreement dated January 1, 1962 is modified by changing the reference to "one and thirty-five hundredths (1.35)" therein to read "one and twenty-five hundredths (1.25)."

ARTICLE II Limitations

Section 2.1. Limitations on Powers to Issue Additional Bonds. For the purpose of limiting the powers of the University to issue Additional Bonds, the following conditions are hereby added to Section 2.03 of the Trust Agreement dated as of January 1, 1962 immediately following paragraph (6), the period at the end of which paragraph is changed to a semi-colon:

(7) If Additional Bonds are to be issued under Section 5 (a) of the Bond Resolution as amended, a certificate signed by the President and the Treasurer of the University, approved by the Board of the Executive Committee of the Board, to the effect that the principal amount of such Additional Bonds does not exceed twenty percent (20%) of the estimated cost of the project to be completed as estimated at the time of the authorization by the Board of the Additional Bonds originally issued for such project;

205

204

203

(8) if Additional Bonds are to be issued under Section 5(b) of the Bond Resolution as amended: (a) evidence satisfactory to the Trustee that the certificate of the President and the Treasurer of the University as to earnings coverage required by said Section 5 (b) has been approved by the Board or the Executive Committee of the Board, (b) certification by the President and the Treasurer of the University that the computation of estimated annual net income of any of the Dormitory Facilities which are then under construction or for which a full fiscal year's operating experience is not available and of any Dormitory Facilities the cost of which is to be financed in whole or in part by the sale of the Additional Bonds for the issuance which the calculation is being made, as estimated in the aforesaid certificate required by said Section 5 (b), is based upon an assumed occupancy of not more than ninety percent (90%) of capacity, and that the Net Earnings of Dormitory Facilities as shown in such certificate required by said Section 5 (b) does not include any net income from any Dormitory Facility which is to be abandoned or which is not suitable for continuous use as a Dormitory Facility for the term of such Additional Bonds, and (c) a certificate of the University's independent public accountant showing that the net income from the Dormitory Facilities during the preceding fiscal year, excluding net income of any Dormitory Facilities which were not in operation for the full fiscal year, was at least equal to one and twenty-five one hundredths (1.25) times the Aggregate Average Annual Debt Service Requirement, as defined in said Section 5(b), of all Bonds issued and to be issued for the purposes of those Dormitory Facilities which have been in operation for such full fiscal year or Bonds issued to refund such Bonds.

203

ARTICLE III Other Matters

Section 3.1. Concerning the Trustee. The Trustee hereby accepts the trusts hereby declared and provided and agrees to perform the same upon the terms and conditions in the Trust Agreement and in this or any other Supplement set forth.

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplement or the due execution thereof by the University, nor for or in respect of the recitals herein contained, all of which recitals are made by the University solely.

Section 3.2 General. In general, each and every term and condition contained in the Trust Agreement dated January 1, 1962 shall apply to this Supplement, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Supplement.

Section 3.3 Not Individual Obligation of Trustees. This Agreement is executed on behalf of said Board of Trustees of the University solely in their capacity as such Trustees and shall not constitute their personal obligation either jointly or severally in their individual capacity.

IN WITNESS WHEREOF, the President and Trustees of The Ohio University and its Board of Trustees has caused this Fourth Supplemental Trust Agreement to be signed in their names by the Chairman of the Board and by the President of the University and its corporate seal to be hereunto affixed and the same to be attested by the Secretary of the Board, and The City National Bank & Trust Company of Columbus, Columbus, Ohio, to evidence its acceptance of the trust hereby created, has caused this Agreement to be signed in its name by one of its Vice Presidents and one of its Trust Officers and its corporate seal to be hereunto affixed and the same to be attested by a Trust Officer, all as of the day and year first above written, but actually on the dates of the respective acknowledgements.

202

(SEAL)

THE PRESIDENT AND TRUSTEES OF THE OHIO UNIVERSITY
and
THE BOARD OF AND TRUSTEES OF THE PRESIDENT, AND
TRUSTEES OF THE OHIO UNIVERSITY

By _____
Chairman of the Board

Attest:

Secretary

And By _____
President of the University

THE CITY NATIONAL BANK & TRUST COMPANY OF
COLUMBUS, COLUMBUS, OHIO, TRUSTEE

By _____
Vice President

(SEAL)

Attest:

And by _____
Trust Officer

Trust Officer

201

MINUTES—OHIO UNIVERSITY, Board of Trustees - June 6, 1968

STATE OF OHIO, COUNTY OF ATHENS: ss

On this _____ day of _____, 196____, before me a Notary Public in and for said County and State personally appeared _____, Chairman of the Board of Trustees of The President and Trustees of Ohio University, and _____, the President of the University, and acknowledged the execution of the foregoing instrument, and that the same is their voluntary act and deed on behalf of said University and its Board of Trustees and the voluntary and corporate act and deed of said University and Board of Trustees.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public

STATE OF OHIO, COUNTY OF FRANKLIN: ss

On this _____ day of _____, 196____, before me a Notary Public in and for said County and State personally appeared _____ and _____, Vice President and Trust Officer, respectively, of The City National Bank & Trust Company of Columbus, Columbus, Ohio, the bank which executed the foregoing instrument as Trustee, who acknowledged that the seal affixed to said instrument is the seal of said bank, that they did sign said instrument as such officers, respectively, for and on behalf of said bank and by authority granted in its rules and regulations and by its Board of Directors; and that the same is their free act and deed of said bank.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public

Mr. Miller then presented a resolution prepared by bond counsel approving of bond resolution and Fifth Supplemental Trust Agreement between the University and the City National Bank and Trust Company of Columbus, Columbus, Ohio, authorizing and securing the University and its Board of Trustees Housing and Dining Revenue Bonds, Series G and H. Mr. Miller explained this resolution was also necessary in order to incorporate the recent favorable court decision in our present Trust Agreement and Bond Resolution.

After a discussion of this resolution, it was moved by Mr. Baxter, seconded by Mr. Kennedy, that the following resolution be adopted. On roll call the following votes were recorded: Baxter, aye; Brown, aye; Casto, aye; Herrold, aye; Johnson, aye; Kennedy, aye; and Stocker, aye.

APPROVAL OF BOND RESOLUTION AND FIFTH SUPPLEMENTAL
TRUST AGREEMENT BETWEEN THE UNIVERSITY AND THE CITY
NATIONAL BANK AND TRUST COMPANY OF COLUMBUS,
COLUMBUS, OHIO AUTHORIZING AND SECURING THE OHIO
UNIVERSITY AND ITS BOARD OF TRUSTEES HOUSING AND
DINING REVENUE BONDS, SERIES G AND H

WHEREAS, the Board has heretofore on March 16, 1966 duly adopted a resolution entitled:

"Providing for the issuance of \$8,700,000 The Ohio University and its Board of Trustees Housing and Dining Revenue Bonds Series G and H for the purpose of constructing six new dormitory buildings to provide housing and appurtenant facilities for approximately 1,228 men and women students and dining facilities with seating capacity for 1,100 students, as Additional Parity Bonds pursuant to Bond Resolution adopted October 16, 1962, and Trust Agreement dated as of January 1, 1962 amended."

and approved a Fifth Supplemental Trust Agreement to secure said Series G and H Bonds; and

WHEREAS, since the date of passage of the aforesaid resolution the University entered into a Loan Agreement with the United States of America, dated as of June 1, 1966, providing for the issuance of \$4,800,000 Series G Bonds and \$4,000,000 Series H Bonds and providing for the purchase of said Series H Bonds by the Government; and

WHEREAS, since the date of passage of the aforesaid resolution the University has issued \$3,250,000 Series E Bonds; and

201

200

199

198

WHEREAS, the Board has this date approved by resolution a revised Fourth Supplemental Trust Agreement setting forth modifications of the Original Trust Agreement dated as of January 1, 1962, the First Supplemental Trust Agreement and the Second Supplemental Trust Agreement and the bond resolutions contained therein; and

WHEREAS, it is necessary to adopt and approve a revised Fifth Supplemental Trust Agreement and Series G and H Bond Resolution which have been modified to reflect the Loan Agreement with the Government and the terms thereof, the issuance of Series E Bonds and the approval of the revised Fourth Supplemental Trust Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the President and Trustees of The Ohio University:

That the Fifth Supplemental Trust Agreement, including the Bond Resolution, attached hereto as Exhibit I, is hereby approved in all respects and said Bond Resolution is hereby adopted, and the Chairman of the Board of Trustees, the President of the University, and the Treasurer, and each of them, are hereby authorized to execute, acknowledge and deliver the same to The City National Bank and Trust Company of Columbus, Columbus, Ohio, as Trustee, as may be appropriate, and the Secretary of the Board of Trustees is authorized to seal and attest the same, all with such changes not unfavorable to the University or as shall be required by the rules, regulations or practices of the Department of Housing and Urban Development, or the Loan Agreement with the United States of America, acting by the Secretary of Housing and Urban Development.

BE IT FURTHER RESOLVED, that all terms, provisions and recitals of the Original Fifth Supplemental Trust Agreement and the Bond Resolution therein approved March 16, 1966 which are inconsistent with and have been changed or modified by the Fifth Supplemental Trust Agreement and bond resolution therein attached to this resolution as Exhibit I, are hereby repealed, revoked and modified as set forth in said Exhibit I.

OHIO UNIVERSITY

AND ITS

BOARD OF TRUSTEES
HOUSING AND DINING REVENUE BONDS

FIFTH SUPPLEMENTAL TRUST AGREEMENT

between

THE PRESIDENT AND TRUSTEES OF THE OHIO UNIVERSITY

and

THE CITY NATIONAL BANK AND TRUST COMPANY OF COLUMBUS
Columbus, Ohio

TRUSTEE

Dated as of January 1, 1967

Supplementing

Original Trust Agreement Dated as of January 1, 1962

and

First Supplement dated as of January 1, 1963

and

Second Supplement dated as of January 1, 1964

and

Third Supplement dated as of June 1, 1965

and

Fourth Supplement dated as of

Securing

\$4,800,000 Series G Bonds and \$4,000,000 Series H Bonds
dated January 1, 1967

Additional Parity Bonds as provided herein

198

197

196

THE OHIO UNIVERSITY AND ITS BOARD OF TRUSTEES

HOUSING AND DINING REVENUE BONDS
SERIES G AND HFIFTH SUPPLEMENTAL TRUST AGREEMENT

THIS FIFTH SUPPLEMENTAL TRUST AGREEMENT, dated as of January 1, 1967 (herein called the "Supplement") by and between the PRESIDENT AND TRUSTEES OF THE OHIO UNIVERSITY (sometimes known as "The Ohio University") and its BOARD OF TRUSTEES (hereinafter sometimes referred to collectively as the "University"), created and existing under the laws of the State of Ohio and located at Athens, Ohio, jointly and severally parties of the first part, and THE CITY NATIONAL BANK AND TRUST COMPANY, Columbus, Ohio, a national banking association organized and existing under and by virtue of the laws of the United States and having its office and place of business in the City of Columbus, County of Franklin and State of Ohio, hereinafter called the "Trustee", as Trustee under the Trust Agreement dated as of January 1, 1962, hereinafter mentioned, party of the second part;

WITNESSETH:

WHEREAS, the University, pursuant to the Original Bond Resolution, passed October 16, 1962, entered into a Trust Agreement dated as of January 1, 1962 with the Trustee under which \$592,000 Series A and \$3,250,000 Series B Construction and Refunding Housing and Dining Revenue Bonds dated January 1, 1962 have been authorized and issued, and as of January 1, 1963, the University entered into a First Supplemental Trust Agreement under which \$600,000 Series C and \$3,000,000 Series D Housing and Dining Revenue Bonds, dated as of January 1, 1963, have been authorized and issued, and as of January 1, 1964, the University entered into a Second Supplemental Trust Agreement under which \$3,250,000 Housing and Dining Revenue Bonds, Series E dated as of January 1, 1964 have been authorized and issued, and as of June 1, 1965 the University entered into a Third Supplemental Trust Agreement under which \$7,460,000 Housing and Dining Revenue Bonds, Series F dated as of June 1, 1965 have been authorized and issued, and under which Additional Bonds (herein called "Additional Bonds") are issuable on a parity with the Series A, B, C, D, E, and F Bonds and other Additional Bonds hereafter issued under certain conditions as provided in the Trust Agreement; and

WHEREAS, the University has further authorized a Sixth Supplemental Trust Agreement to be dated as of January 1, 1968, under which \$14,875,000 Series I Bonds and \$3,525,000 Series J Bonds are to be issued; and

WHEREAS, pursuant to Section 15. 01 of the Trust Agreement dated as of January 1, 1962, appropriate authorizations from the holders of the Series A, B, C, D, and E Bonds, the consent of all holders of Series F Bonds and resolutions of the Board of Trustees of the University passed November 11, 1965 and June 6, 1968, the University has entered into a Fourth Supplemental Trust Agreement, dated as of June 1968, with the Trustee providing for modifications of said Trust Agreement dated as of January 1, 1962 the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement, and reciting modifications of the Bond Resolutions constituting parts thereof which were modified by said resolutions passed November 11, 1965 and June 6, 1968 (the said Fourth Supplemental Trust Agreement, herein, collectively with the Trust Agreement dated as of January 1, 1962, the first Supplemental Trust Agreement, the Second Supplemental Trust Agreement, the Third Supplemental Trust Agreement, this Fifth Supplemental Trust Agreement, the Sixth Supplemental Trust Agreement, and any further supplements thereto, called the "Trust Agreement"); and

WHEREAS, the University has in all respects complied with the provisions of the Trust Agreement so as to be entitled at this time to execute and to have authenticated and delivered by the Trustee Additional Bonds consisting of \$4,800,000 Series G Bonds and \$4,000,000 Series H Bonds; and

WHEREAS, the University further desires by this Supplement to provide for the issuance under the Trust Agreement of \$8,800,000 of Additional Bonds (herein called Series G and H Bonds) as \$4,800,000 Housing and Dining Revenue Bonds, Series G and \$4,000,000 Housing and Dining Revenue Bonds Series H; and

WHEREAS, the University has heretofore duly adopted the Series G and H Bond Resolution providing for the Series G and H Bonds and this Supplement, which resolution, collectively with the Original Bond Resolution, as amended is referred to as the Bond Resolution; and

WHEREAS, the Series G and H Bond Resolution is as follows:

195

194

193

BOND RESOLUTION

PROVIDING FOR THE ISSUANCE OF \$8,800,000 THE OHIO UNIVERSITY AND ITS BOARD OF TRUSTEES HOUSING AND DINING REVENUE BONDS SERIES G AND H FOR THE PURPOSE OF CONSTRUCTING SIX NEW DORMITORY BUILDINGS TO PROVIDE HOUSING AND APPURTENANT FACILITIES FOR APPROXIMATELY 1,228 MEN AND WOMEN STUDENTS, AND DINING FACILITIES WITH SEATING CAPACITY FOR 1,100 STUDENTS, AS ADDITIONAL PARITY BONDS PURSUANT TO BOND RESOLUTION ADOPTED OCTOBER 16, 1962, AND TRUST AGREEMENT DATED AS OF JANUARY 1, 1962, AS AMENDED

WHEREAS, the Board of Trustees of The President and Trustees of The Ohio University (herein called the Board) is vested with the government of The President and Trustees of The Ohio University (herein called the "University" or, when the context admits, collectively with the Board called the "University") by Section 3337.01 of the Revised Code of Ohio; and

WHEREAS, by authority of Section 3345.07 of the Revised Code of Ohio, the Board is authorized to construct, equip, maintain and operate upon sites within, or in close proximity to, the campus of the University buildings to be used as dormitories and as other suitable living quarters for students and members of the faculty and servants and wives and families of married students of said University, and as dining halls (including all separate or connected buildings, sites, equipment, structures and utilities to be used in connection with the maintenance or operation of, or in any way supplementing or related to the services or facilities to be provided by such buildings) and to pay for the same out of any funds in its possession derived from the operation of any dormitories, other living quarters or dining halls under its control or out of funds borrowed therefor and to borrow funds for such purposes upon such terms as said Board may deem proper and to issue notes or other written instruments evidencing such indebtedness provided that such indebtedness shall not be a claim against or lien upon any property of the State or any property of or under the control of said Board excepting such parts of the receipts of the operation of any dormitories under control of the Board as it may pledge to secure the payment of such indebtedness and by authority of said Section 3345.07 The Board is also authorized to issue such notes or other obligations payable as aforesaid in order to retire or refund outstanding notes or other obligations matured or unmatured, to repay moneys previously borrowed or advanced under said section or to reimburse funds of the University for amounts used under said Section 3345.07; and

WHEREAS, the University determined by resolution adopted October 16, 1962 (herein called the Original Bond Resolution, and as the same has been amended by the Fourth Supplemental Trust Agreement dated as of June, 1968 and approved by resolutions adopted November 11, 1965 and June 6, 1968, and as the same may be amended or modified, and collectively with this resolution called the "Bond Resolution"), to provide for the issuance of dormitory revenue bonds and pursuant to the Trust Agreement dated as of January 1, 1962 with The City National Bank and Trust Company of Columbus (Herein, with the First, Second, Third, Fourth, Fifth and Sixth Supplemental Trust Agreements, as the same may be amended and further supplemented, called the Trust Agreement), to pledge with certain exceptions which are no longer applicable, the net income of all the dormitory facilities now or hereafter under control of the University, including the dining halls constituting part thereof, and to provide in said Trust Agreement for the issuance of such Bonds as from time to time authorized subject to the conditions contained in said Trust Agreement and by the Original Bond Resolution and the Trust Agreement provided for the sale of an initial issue of \$3,842,000 consisting of \$592,000 Series A Bonds and \$3,250,000 Series B Bonds (herein called the Series A and Series B Bonds) and for the issuance from time to time as authorized by the University of Additional Bonds (herein called Additional Bonds, said Series A and B Bonds and Additional Bonds being herein collectively referred to as the "Bonds") on a parity with said initial series, of which \$600,000 Series C Bonds, \$3,000,000 Series D Bonds, \$3,250,000 Series E Bonds and \$7,460,000 Series F Bonds have been authorized and issued and \$14,875,000 Series I Bonds and \$3,525,000 Series J Bonds have been authorized and issued; and

WHEREAS, there are presently outstanding \$542,000 principal amount of Series A Bonds, \$2,977,000 of Series B Bonds, \$450,000 of Series C Bonds, \$2,835,000 of Series D Bonds, \$3,069,000 of Series E Bonds and \$6,750,000 of Series F Bonds, aggregating in amount \$16,643,000; and

WHEREAS, the University has not pledged or encumbered the revenues from its dormitory facilities except as provided in the Trust Agreement; and

WHEREAS, the University has determined to sell an issue of \$8,800,000 of Additional Bonds consisting of \$4,800,000 Series G Bonds and \$4,000,000 of Series H Bonds (herein called the Series G Bonds and Series H Bonds, respectively), all as provided in the Trust Agreement; and

193

192

191

190

WHEREAS, the Board has heretofore determined, and hereby determines and confirms, the necessity of constructing and equipping six new dormitory buildings to provide housing and appurtenant facilities for approximately 1288 men and women students and dining facilities with seating capacity for 1,100 students, which dormitories and dining facilities have been designated as Dormitories Nos. 10, 11, 12, 13, 14 and 15, and said Dormitory No. 10 being located in the West Green Dormitory Development and said Dormitories Nos. 11, 12, 13, 14 and 15 located in the East Green Dormitory Development and said Developments being on lands owned by the University or the State of Ohio for the benefit of the University on or in proximity to the University Campus (herein referred to as the "Project"); and

WHEREAS, said Project is to be constructed pursuant to plans prepared by Outcalt, Guenther, Rode and Bonebrake, Architects, Cleveland, Ohio, and Daniel Carmichael, Architect, Columbus, Ohio, and approved by the Department of Public Works of Ohio; and

WHEREAS, the University has received estimates from its Architects, and accordingly estimates the cost of the Project, including provision for contingencies and interest during construction, will be as follows:

Cost of Construction	-	\$8,028,944
Architectural and engineering services	-	444,806
Legal and administrative	-	8,000
Project contingency and Government Field expense	-	98,250
Capitalized interest	-	220,000
Movable equipment	-	-0-
Total		\$8,800,000

and

WHEREAS, the University has determined to borrow the funds to pay a portion of the foregoing costs of the Project and is entering into a Loan Agreement with the United States of America acting through the Secretary of Housing and Urban Development (hereinafter called the "Loan Agreement"), under which the United States has agreed to purchase the \$4,000,000 Series H Bonds, if no equal or more favorable bid than the bid of the United States therein provided is received, the proceeds of which will pay a portion of said costs, not including movable equipment, and will solicit proposals for the purchase of the \$4,800,000 Series G Bonds by investment bankers or others to provide funds for the balance of said costs which will not be paid from existing funds of the University.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of The President and Trustees of The Ohio University:

Section 1. Purpose of Series G and H Bonds. It is hereby determined to be necessary to contract the Project described in the preamble hereto, which description is made a part hereof, and to issue \$8,800,000 Housing and Dining Revenue Bonds pursuant to Section 3345.07 of the Revised Code of Ohio and the Trust Agreement dated as of January 1, 1962, as amended by the Fourth Supplemental Trust Agreement dated June 1968 and as the same may be amended or supplemented, for the purpose of paying the costs of said Project, and of all things incidental thereto or incidental to the financing thereof, including repayment, with interest, of moneys previously borrowed or advanced for the Project or restoring amounts used for the Project from other funds of the University available for such purposes. Said Bonds, together with the \$592,000 Series A Bonds, \$3,250,000 Series B Bonds, \$600,000 Series C Bonds, \$3,000,000 Series D Bonds, \$3,250,000 Series E Bonds, \$7,460,000 Series F Bonds, \$14,875,000 Series I Bonds and \$3,525,000 Series J Bonds, and any other additional Bonds issued pursuant to the Trust Agreement, shall be payable as provided in the Original Bond Resolution, as amended by the Fourth Supplemental Trust Agreement, from the dormitory and dining hall revenues. Said Project shall be a part of the Housing and Dining System of the University established pursuant to the Trust Agreement.

Section 2. Terms of the Bonds. (a) Terms of Series G and H Bonds. Said \$8,800,000 The Ohio University and its Board of Trustees Housing and Dining Revenue Bonds to be issued under this Resolution, the Original Bond Resolution, and the Trust Agreement, as amended, shall consist of \$4,800,000 Series G Bonds and \$4,000,000 Series H Bonds; shall be entitled "The Ohio University and Its Board of Trustees Housing and Dining Revenue Bonds" and, except when registered, shall constitute negotiable instruments; shall be issued as coupon bonds; shall be dated as determined by the Treasurer of the University; registrable as to principal, in the denomination of \$5,000, or such multiples thereof as specified by the original purchasers; provided, however, that all Bonds of a single maturity must be of the same denomination; or as one or more fully registered Bonds without coupons dated as determined by the Treasurer of the University in denominations of \$5,000 or multiples thereof when and as requested by the original Purchasers of such Bond or Bonds. Series G Bonds shall be numbered G-1 to G-960, inclusive, in order of maturity. Series H Bonds shall be numbered H-1 to H-800, inclusive, in order of maturity. Series G and H Bonds shall bear interest from their date or from the last interest payment date preceding the date of issue at the rate per annum as provided in the Loan Agreement in the case of such Bonds purchased by the United States, and in the case of Bonds not purchased by the United States at the rate or rates stipulated by the

190

189

188

187

MINUTES—OHIO UNIVERSITY, Board of Trustees - June 6, 1968

successful bidder in his bid and approved by the President or Treasurer of the University in writing. Interest on the Series G and H Bonds shall be paid semi-annually on the first days of January and July of each year. Said Series G Bonds shall mature serially on January 1 in years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
1970-1973	\$ 60,000	1995-96	\$150,000
1974-77	70,000	1997	160,000
1978-80	80,000	1998-99	170,000
1981-83	90,000	2000	180,000
1984-86	100,000	2001	190,000
1987-88	110,000	2002-03	200,000
1989-90	120,000	2004	210,000
1991-92	130,000	2005	220,000
1993-94	140,000	2006	230,000
		2007	240,000

Series H Bonds shall mature serially on January 1 in years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
1970-73	\$ 60,000	1994-1996	\$120,000
1974-78	70,000	1997-1998	130,000
1979-82	80,000	1999-2001	140,000
1983-86	90,000	2002-2003	150,000
1987-90	100,000	2004-2005	160,000
1991-93	110,000	2006-2007	170,000

The principal and interest of the Series G and H Bonds shall be payable at the principal office of the Trustee under the Trust Agreement hereinafter provided for (said Trustee at the time of issuance of said Bonds being The City National Bank and Trust Company of Columbus, Columbus, Ohio), or at the option of the holder at the principal office of The Chase Manhattan Bank, N.A. in the Borough of Manhattan, City and State of New York, except that interest on fully registered Bonds is payable by check as provided in the Trust Agreement and principal on fully registered Bonds may also be payable at such additional place or places, at the option of the holder, as shall be designated by the President and Treasurer.

Series G and H Bonds maturing on or before January 1, 1977 shall be non-callable. Series G and H Bonds maturing after January 1, 1977 are subject to call for redemption prior to maturity in whole or in part at the option of the Board on July 1, 1977, or on any interest payment date thereafter. Each such Series shall be callable in the inverse order of the maturities of the Bonds of that Series at par and accrued interest to the date of redemption plus redemption premiums as follows:

3% if redeemed July 1, 1977 through January 1, 1982, inclusive,
 2-1/2% if redeemed July 1, 1982 through January 1, 1987, inclusive,
 2% if redeemed July 1, 1987 through January 1, 1992, inclusive,
 1-1/2% if redeemed July 1, 1992 through January 1, 1997, inclusive,
 1% if redeemed July 1, 1997 through January 1, 2002, inclusive,
 and without premium if redeemed after January 1, 2002.

Except for the redemption of Series G and H Bonds with surplus funds in the Construction Account as provided in Section 4 of this Resolution, funds for the redemption of Bonds prior to maturity shall be applied, as to any Series of Bonds held by the United States of America at the time of such redemption on a pro rata basis (reflecting the proportion of the original amount of such Series of Bonds then held by the United States of America to the total amount of Bonds then outstanding under the original and supplemental Trust Indentures).

Calls for redemption shall be made by notice, specifying the numbers and amounts of the Bonds to be called, published by the Trustee on behalf of the University once a week for two consecutive weeks in a financial newspaper of national circulation published in the English language in New York City and in an English language newspaper of general circulation in Columbus, Ohio, the first publication to be not more than forty (40) nor less than thirty (30) days prior to the date of redemption.

Series G and H Bonds shall be signed by the Chairman of the Board and the President of the University or shall bear the facsimile signatures of said officers, shall be attested by the Secretary of the Board or the Treasurer of the University, and shall be sealed with the seal of the University or a facsimile thereof, and interest coupons attached thereto shall bear the facsimile signature of the Secretary of the Board, or Treasurer of the University.

Series G and H Bonds and coupons shall be in substantially the form provided in the Trust Agreement with such variations as may be required by the Original Purchasers and approved by the President and Treasurer of the University, provided that such Bonds shall contain no terms or provisions inconsistent with this Resolution, the Original Bond Resolution, the Trust Agreement or the Loan Agreement.

186

185

184

(b) Terms of Additional Bonds. Additional Bonds and their coupons shall be designated, dated and signed, shall be in such form and denomination or denominations and shall have such maturities, interest rates, interest payment dates, redemption provisions, registration provisions, places of payment and other terms, provisions and conditions as may be provided pursuant to the resolution authorizing their issuance; provided, however, that such terms and conditions shall not be inconsistent with this Resolution, the Original Bond Resolution, as amended, the Trust Agreement or the then outstanding Bonds; and provided, further, that resolutions authorizing the issuance of Additional Bonds shall provide for the payment of the principal of such Additional Bonds on January 1 of each year in which principal shall become due and for the payment of interest on such Additional Bonds on January 1 and July 1 of each year in which interest shall be payable under the terms of said Resolution.

(c) Terms of all Bonds. All Bonds and Coupons shall bear such designations as may be necessary to distinguish them from other series of Bonds and Coupons having different provisions:

All Bonds and Coupons shall be payable in any coin or currency which, on the respective dates of payment, is legal tender for the payment of debts due the United States of America.

In case any officer whose signature, or a facsimile of whose signature, shall appear on any Bonds or Coupons shall cease to be such officer before the issuance, authentication or delivery of such Bonds or Coupons, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until that time. Any Bonds, duly called for redemption and for the retirement of which funds are deposited with the Trustee in an amount equal to the principal, premium if any, and interest to the redemption date, shall cease to bear interest from said redemption date and shall no longer be deemed to be outstanding.

As provided herein, and in the Trust Agreement, the Bonds shall be equally and ratably payable from, and secured by pledge of, the receipts from the operation of all Dormitory Facilities of the University now or hereafter under control of the Board after provision for reasonable and proper expenses of operation and maintenance of such dormitory facilities and anything in this Resolution, the Original Bond Resolution, the Bonds or the Trust Agreement to the contrary notwithstanding, neither this Resolution, the Original Bond Resolution, the Bonds, nor the Trust Agreement shall be a claim against or a lien upon any property of the State of Ohio or any property of or under the control of the Board except the portion of said receipts pledged as provided herein; provided, however, that nothing herein shall be deemed to prohibit the University, of its own volition, from using, to the extent it is lawfully authorized to do so, any of its other resources or revenues for the fulfillment of any of the terms, conditions or obligations of the Trust Agreement, this Resolution, the Original Bond Resolution, or any of the Bonds.

Section 3. Issue of Series G and H Bonds. The Series H Bonds shall be advertised for sale, awarded, issued, authenticated and delivered pursuant to terms and provisions of the Loan Agreement. The Series G Bonds shall be offered for sale, by solicitation of proposals from investment bankers and others or by advertisement or both, to the highest bidder based on the lowest net interest cost, in such manner and on such terms as determined by the President or the Treasurer of the University.

Section 4. Allocation of Proceeds of Series G and H Bonds. The proceeds from the sale of the Series G and H Bonds shall be allocated and applied by the University as follows:

(a) The portion representing accrued interest to the Bond and Interest Sinking Fund Account provided for in Section 7.

(b) To the University the amounts necessary to reimburse the University for amounts expended by it on construction of the Project prior to issuance of the Series G and H Bonds.

(c) The balance to the Construction Account to be held by the Trustee to pay all costs of the Project (including in accordance with the Loan Agreement the repayment of any amounts borrowed by the University to pay Project costs and interest thereon). Any moneys remaining in the Construction Account after all costs of the Project have been paid shall be promptly used to the extent possible for the redemption of Series H Bonds, and any residue shall be deposited in the Bond and Interest Sinking Fund Account.

Proceeds from the sale of Series H Bonds to the United States of America shall be expended only for such purposes as shall have been previously specified in the Project cost estimates approved by the Department of Housing and Urban Development.

No part of the proceeds of Series H Bonds sold to the United States, acting through the Secretary of Housing and Urban Development, shall be used to pay costs (including cost of movable equipment or fees of a financial advisor) which, under the said Loan Agreement, as from time to time amended, or under the rules, regulations or practices of the Department of Housing and Urban Development, may not be paid from proceeds of bonds purchased by the United States through that agency, and the proceeds of the Series H Bonds purchased by the United States as aforesaid shall be segregated in the Construction Account to the extent necessary to effect the foregoing.

184

183

182

181

The Treasurer of the University may make withdrawals from said Construction Account in order to make payments from such account authorized under the foregoing provisions of this Section 4. If the payment is to be made with respect to an obligation under a construction contract relating to the project, such payment shall have been certified as due under such contract by a qualified architect or engineer. If the payment is to be made from proceeds of Series H Bonds sold to the United States acting through the Secretary of Housing and Urban Development, then the costs to which such payment is to be applied shall be costs which may be paid from such proceeds under said Loan Agreement as from time to time amended and the rules, regulations and practices of the Department of Housing and Urban Development.

Where the moneys on deposit in the Construction Account exceed the estimated disbursements on account of the Project for the next 90 days the Treasurer of the University may invest such excess funds in direct obligations of, or obligations the principal of and interest on which shall be subject to redemption by the holder thereof at the option of such holder, not later than 18 months after the date of such investment. Such investments, the earnings thereon and the proceeds of sale thereof shall constitute part of the Construction Account. The said investments may be sold, exchanged or collected from time to time by the Treasurer of the University.

Section 5. Additional Bonds. (a) The University shall have the right from time to time to issue Additional Bonds if necessary to pay the costs of completing the Project or any projects for which Additional Bonds are issued, without necessity for compliance with any earnings coverage, or certificate with respect thereto, in connection with Additional Bonds issued for completion of a project.

(b) The University shall also have the right from time to time to issue Additional Bonds on a parity with other Bonds to provide funds for any purpose authorized by Section 3345.07 of the Revised Code of Ohio including, without limiting the generality of the foregoing, acquiring, constructing and equipping Dormitory Facilities and the refunding of bonds and notes issued for any of such purposes. The Trustee shall authenticate and deliver Bonds under this paragraph (b) upon (but only upon) receipt of the documents required by the Trust Agreement and also a certificate of the President and the Treasurer of the University (i) showing that the Net Income available for Debt Service (as defined below) is equal to or greater than one and twenty five hundredths (1.25) times the Aggregate Average Annual Debt Service Requirement on all Bonds then outstanding under the Trust Agreement and on the Bonds then to be authenticated and delivered, less any Bonds, or portions of fully registered Bonds, which are to be redeemed or retired with the proceeds of such Additional Bonds, or with the proceeds of Additional Bonds theretofore issued or to be issued concurrently with the issuance of such new Additional Bonds; (ii) showing that there were not included in such Net Income Available for Debt Service any receipts against which there is any prior claim other than the use thereof for the Reasonable and Proper Operating and Maintenance Expenses of the Dormitory Facilities; and (iii) furnishing such other information in support of the foregoing as may reasonably be requested by the Trustee. "Net Income Available for Debt Service", as used in this paragraph (b) shall mean (A) the Net Income of the Dormitory Facilities during the preceding fiscal year as adjusted to reflect the schedule of fees, rates and charges placed in effect since the beginning of said preceding fiscal year or to become effective at the beginning of the next semester, quarter or other school period, to reflect any new fees, revenues or funds pledged or to be pledged by the resolution authorizing such Additional Bonds to secure the payment of all Bonds, to give recognition to anticipated changes in operating and maintenance expenses of the Dormitory Facilities and to eliminate net income from any Dormitory Facilities as to which estimated income is included under clauses (B) or (C) below; plus (B) the estimated annual net income of any of the Dormitory Facilities which are then under construction or for which a full fiscal year's operating experience is not available; plus (c) the estimated annual net income of any Dormitory Facilities the cost of which is to be financed in whole or in part by the sale of the Additional Bonds for which the calculation of the Net Income Available for Debt Service is then being made. "Aggregate Average Annual Debt Service Requirement," as used in this paragraph (b), shall mean the total of the average annual debt service on each series of Bonds computed as to each series by taking the total of the principal and interest maturities on all Bonds of such series (excepting those Bonds or portions of fully registered Bonds which are to be redeemed or retired with the proceeds of such Additional Bonds or with the proceeds of such Additional Bonds theretofore issued or to be issued concurrently with the issuance of such new Additional Bonds) for the then current fiscal year ending June 30 and each subsequent fiscal year to and including the fiscal year in which occurs the final principal maturity of said series, subtracting therefrom any funds held and irrevocably committed to the payment of principal of and interest on said Bonds for a pro-rata portion of funds so held for all Bonds, exclusive of the amount comprising the required reserve in the Bond and Interest Sinking Fund Account provided for in Section 7 of this Resolution), and dividing the resultant figures by the number of said years; provided that the Aggregate Average Annual Debt Service Requirements shall in no case be deemed to exceed the highest aggregate annual principal and interest requirements of all those Bonds with regard to which the computation of the Aggregate Average Annual Debt Service Requirement is being made.

(c) Issuance of Additional Bonds under Sub-sections (a) and (b) of this Section 5 shall be specifically subject to and in compliance with the Trust Agreement as defined herein and particularly the provisions of the Fourth Supplemental Trust Agreement dated as of June 6, 1968, and the limitations of Article II thereof.

Section 6. Covenants of the University. The University covenants with the holders of the Bonds and with the Trustee under the Trust Agreement that (a) it has or will adopt and will maintain so long as any of the bonds are outstanding such parietal rules, and charge and collect such rental rates and charges, from time to time as may be necessary to assure such occupancy and use of, and receipts from, the Dormitory Facilities as will pay the costs of maintenance and operation and provide for the payment of the principal of and interest on the Bonds and other payments to the Special Funds required by Section 7 of this Resolution; (b) it will not create or permit to be created any charge or lien on the revenues of the Dormitory Facilities equal to or prior to the pledge of such revenues as herein provided; (c) from funds lawfully available, it will cause any project to be constructed from the proceeds of Additional Bonds, to be completed and equipped in an efficient and economical manner with reasonable dispatch, in compliance with all applicable laws, ordinances and regulations, and, if substantial construction is involved, in a manner consistent with the plans and recommendations of responsible architects; (d) subject to the right of abandonment under conditions provided in the Trust Agreement designed to prevent adverse effect of such abandonment on the expected earnings coverage of debt service, it will, from the dormitory receipts pledged under this Resolution and as part of the operating expenses, maintain, preserve and keep the Dormitory facilities in good repair, working order and operating condition and continuously operate the same on a revenue producing basis and will apply the receipts therefrom only as provided in Section 7 of this Resolution and in the Trust Agreement; (e) if requested in writing by the Trustee or the Original purchasers, it will furnish to the Trustee and the Original Purchasers of the Bonds within 120 days after the close of each fiscal year an annual report of the accounts (including each Special Fund provided for in Section 7 of this Resolution) and operations of the Dormitory Facilities prepared by a qualified accounting firm operating generally throughout the United States, having a national reputation and approved by the Trustee; (f) it will keep proper books of record and accounts separate from all other records and accounts, in which complete and correct entries will be made of all transactions relating to the Dormitory Facilities and will at all reasonable times permit the Trustees, the Original Purchasers or any holder or holders of 25 per cent of the outstanding bonds, or their authorized representatives, to inspect the Dormitory Facilities and any books, documents and vouchers relating thereto; (g) it will furnish heat, light, power, water and other necessary services to the Dormitory Facilities at not in excess of reasonable cost; (h) it will maintain insurance such as that presently carried generally on its Dormitory Facilities and, further, will insure the Dormitory Facilities as required by the Trust Agreement and apply the proceeds of such insurance as provided therein; and (i) it will observe and perform all its agreements and obligations provided for by the Loan Agreement, the Bonds, the Trust Agreement, or this Resolution, including deposit in the Construction Account of such sum as is necessary, together with the proceeds of Series G and H Bonds, to assure completion of the Project.

Section 7. Application of Receipts, Special Funds. There was established by the original Bond Resolution a Special Fund designated as the "System Revenue Fund Account."

All rentals, charges, income and revenue arising from the operation or ownership of the Dormitory Facilities shall be deposited to the credit of the System Revenue Fund Account and held in the custody of the Treasurer of the University, separate and apart from all other funds. The system Revenue Account shall be maintained so long as any of the Bonds are outstanding in a bank which is a member of the Federal Deposit Insurance Corporation and shall be expended and used by the Treasurer only in the manner and order specified below.

Current expenses of operation and maintenance of the Dormitory Facilities shall be payable, as a first charge, from the System Revenue Fund Account as the same become due and payable. Current expenses shall include all necessary operating expenses, current maintenance charges, expenses of reasonable upkeep and repairs, properly allocated share of charges for insurance and all other expenses incident to the operation of the System, but shall exclude depreciation, all general administrative expenses of the Borrower and the payment into the "Repair and Replacement Reserve Account" established by the Original Bond Resolution.

The remainder of the System Revenue Fund Account, after providing for payment of Current Expenses, shall be applied as provided in the Original Bond Resolution; namely, as follows:

First: Into the Bond and Interest Sinking Fund Account, to be held by the Trustee as a separate fund and used for the payment of principal and interest on the Bonds, the University shall transfer from the System Revenue Fund Account and deposit to the credit of the Bond and Interest Sinking Fund Account, on or before each June 15 a sum equal to the interest becoming due on all outstanding Bonds on the next following July 1, plus a sum equal to one-half of the principal becoming due on the next following January 1 on all outstanding Bonds, plus a sum equal to one-half of 25 per centum of the aggregate principal and interest on all outstanding Bonds becoming due on the next following July 1 and January 1, and on or before December 15 a sum equal to the interest becoming due on all outstanding Bonds on the next following January 1, plus one-half of the principal on all outstanding Bonds becoming due on the next following January 1, plus one-half of 25 per centum of the aggregate interest and principal due on the next preceding July 1 and the next following January 1 on all outstanding Bonds until the funds and/or investments in the Bond and Interest Sinking Fund Account are sufficient to provide a debt service reserve at least equal to the maximum principal and interest requirements for any consecutive two-year period on all bonds

177

176

175

174

then outstanding, and, thereafter, on or before each June 15 and December 15, such sums as may be necessary to meet the interest on the Bonds due on the next interest payment date and one-half of the principal due on the next following January 1 and maintain the debt service reserve at a sum at least equal to the maximum principal and interest requirements for any consecutive two-year period on all bonds then outstanding.

Second: Into the Repair and Replacement Reserve Account to be held by the Trustee as a separate fund on or before the close of each fiscal year, (1) a sum equal to three per centum (3%) of the cost of the furnishings and movable equipment of the Dormitory Facilities, or such portion thereof as is available for transfer annually for an equipment reserve until the funds and/or investments in the equipment reserve portion of the account shall be at least equal to the cost of the aforesaid furnishings and movable equipment and thereafter such sums, but not more than three per centum (3%) of the cost of the aforesaid furnishings and movable equipment annually, as may be required to restore and maintain the equipment reserve at an amount at least equal to the cost of the aforesaid furnishings and movable equipment and (2) a sum equal to one-fourth of one per centum (1/4%) of the construction costs of the Dormitory Facilities or such portion thereof as is available for transfer annually for a repairs reserve. All moneys in the Repair and Replacement Reserve Account may be drawn on and used by the University for the purpose of paying the cost of unusual or extraordinary maintenance or repairs, renewals and replacements, and the renovating or replacement of the furniture and equipment not paid as part of the ordinary and normal expense of the operation of the Dormitory Facilities. However, in the event there should be a deficiency in the amount required to be deposited in the Bond and Interest Sinking Fund Account on any deposit date, funds on deposit in the Repair and Replacement Reserve Account shall be transferred to the Bond and Interest Sinking Fund Account to the extent required to eliminate the deficiency in that Account.

Subject to making the foregoing maximum deposits, the Borrower may use the balance of excess funds in the System Revenue Fund Account at the close of each fiscal year (1) to redeem outstanding Bonds on the next interest payment date, in inverse numerical order and in amount of not less than \$5,000 par value at one time, or (2) for any expenditures, including the payment of debt service, in improving or restoring any existing housing and dining facilities or providing any such additional facilities, or (3) for any other lawful purpose.

The Bond and Interest Sinking Fund Account is irrevocably pledged to, and shall be used by the Trustee for, the payment of principal and interest on the Bonds; and, until required for such purposes, shall be invested by the Trustee in such direct obligations of the United States as the President or the Treasurer of the University shall direct in writing addressed to the Trustee, which writing shall determine that the maturity of the respective obligations is not later than the date on which such funds will be required for payment of such principal and interest. The Trustee shall transfer from the Bond and Interest Fund Account to the Paying Agents amounts sufficient to enable said Paying Agents to pay when due principal and interest on the Bonds, or the Trustee shall make such credit arrangements with said Paying Agents as to permit such payments.

The Repair and Replacement Reserve Account is irrevocably pledged to, and shall be used for, extraordinary repairs and replacements to the Dormitory Facilities, renewals and replacements, and the renovating or replacement of movable equipment and furniture of the Dormitory Facilities or for payment of the principal and interest on the Bonds by transfer to the Bond and Interest Sinking Fund Account as herein provided. The Trustee shall transfer from the Repair and Replacement Reserve Account to the Bond and Interest Sinking Fund Account such amounts as are from time to time necessary, in addition to the other amounts available therein, without use of the debt service reserve, to provide for the payment, when due, of the principal and interest on the Bonds and such fund shall not be used for repairs or replacement if there is any deficiency in any of the deposits required to be made to the Bond and Interest Sinking Fund Account.

The University may withdraw funds from the Repair and Replacement Reserve Account to pay for repairs or replacements upon delivery to the Trustee of a certificate signed by the President or Treasurer of the University setting forth the sum to be withdrawn and certifying that such repairs or replacements are necessary. Until required for such purposes, the Repair and Replacement Reserve Account may be invested by the Trustee in such direct obligations of the United States as the President and the Treasurer of the University shall direct in writing, which obligations shall mature not more than five years from the date of investment.

Investments made pursuant to this Section 7 of any amounts in any Special Fund created in the Original Bond Resolution and the interest thereon and the proceeds thereof shall constitute part of that Special Fund and be added to that particular fund. Such investments shall be sold, exchanged or collected from time to time as directed by the President and The Treasurer of the University, and the Trustee shall be under no liability and have no responsibility in connection with such investment, or the sale, exchange or collection thereof, provided the directions of said officers are followed.

173

172

171

170

Section 8. Trust Agreement. The President of the University and the Chairman of the Board, and each of them, are authorized to execute, acknowledge and deliver, and the Secretary of the Board or the Treasurer of the University, and each of them, are authorized to sign and attest the Fifth Supplemental Trust Agreement with the Trustee above referred to containing provisions designed to implement the terms, provisions and covenants of this Resolution and in form and substance consistent herewith and satisfactory to the officers executing the same and the Original Purchasers of the Series G and H Bonds. The terms and provisions of the Trust Agreement, as amended, are hereby confirmed and adopted and the terms of said Trust Agreement purporting to be applicable to the Series A, B, C, D, E, F, I and J Bonds shall be deemed equally applicable to the Series G and H Bonds and the Project covered by this Resolution to the extent that the same are not inconsistent with the terms or provisions of this Resolution and the context so permits.

Section 9. Definitions. When the context so permits, the following terms shall have the following meanings:

"Additional Bonds" shall mean bonds issued pursuant to the Trust Agreement and the Original Bond Resolution, as amended and modified by the Fourth Supplemental Trust Agreement dated as of June , 1968, in addition to and on a parity with the Series A and B Bonds, and "Bonds" shall mean both the Series A and B Bonds and Additional Bonds; "Dormitory Facilities" shall mean buildings, groups of buildings or parts of or additions to buildings, the sites thereof, and the dining halls constituting part thereof, nor or hereafter constructed, acquired by or under the control of the Board and authorized to be constructed, equipped, maintained and operated by Section 3345.07 of the Revised Code of Ohio, including dormitories, dormitory additions and additional dormitories, married student housing facilities or projects, dining halls, whether separate from or located in any of the foregoing, and all separate or connected buildings, sites, equipment, structures and utilities to be used in connection with the operation or maintenance of, or in any way supplementing the services or facilities to be provided by such buildings; "Agreement" or "Trust Agreement" shall refer to the Trust Agreement dated as of January 1, 1962 as amended and modified by the Fourth Supplemental Trust Agreement dated as of June 1968 and from time to time supplemented pursuant to its terms; "Net Income" shall mean the receipts from operation of the applicable dormitory facilities less reasonable and proper operating and maintenance expenses thereof; "Original Purchasers" shall mean the United States of America or such other original purchasers of the Series G and H Bonds; the "Reasonable and Property Operating and Maintenance Expenses of the Dormitory Facilities" shall mean all ordinary and usual expenditures necessary to the operation, repair and maintenance of the Dormitory Facilities including, without limiting the generality of the foregoing, taxes, fees and expenses of the Trustee and paying agents and any expenses required to be paid by the Bond Resolution or the Trust Agreement, but excluding provision or expenditure for depreciation or capital replacement, or expenditures for administration or regulation of the occupants of the Dormitory Facilities which do not constitute costs of the type included as costs of operation of dormitories under the present accounting practice of the University, or expenditures for extraordinary repairs or replacements payable from the Repair and Replacement Reserve Account or payments to the Bond and Interest Sinking Fund Account or Repair and Replacement Reserve Account; "Trustee" refers to the Trustee under the Trust Agreement, presently The City National Bank and Trust Company of Columbus, Columbus, Ohio; any reference to an officer of the University or of the Board in this Resolution shall refer to the person holding such office, or in the event of resignation, absence or incapacity or vacancy in such office, then the person performing the duties of such office; any reference to Section 3345.07 of the Revised Code of Ohio shall, where the context permits, mean said section as it now exists and as it is from time to time amended, supplemented or affected by later legislation.

Section 10. General. The appropriate officers of the University and the Board and the Trustee designated in the Trust Agreement are authorized and directed to do all things necessary or proper to carry out the terms and provisions of this Resolution, the Series G and H Bonds, the Trust Agreement, and the Loan Agreement, and to effect the execution, authentication, sale and delivery of said Series G and H Bonds in accordance therewith. The obligations imposed upon the University under this Resolution or the Trust Agreement are established as duties specifically enjoined upon the University, and the Board and the officials of the University by law and result from their respective offices, trusts or stations within the meaning of Section 2731.01 of the Revised Code of Ohio. The requirements of this Resolution and the Trusts hereby created are established in furtherance of the application of the borrowed funds and the pledge of receipts for the purposes authorized by Section 3345.07 of the Revised Code of Ohio and constitute terms which the Board has deemed proper under which such funds are borrowed.

WHEREAS, the texts of the Series G and H Bonds and the coupons, if any, to be attached thereto and the authentication certificate of Trustee to be endorsed thereon are to be substantially in the following forms, with such variations as may be required by the Original Purchasers and approved by the President and Treasurer of the University, provided that such Bonds shall contain no terms or provisions inconsistent with the Bond Resolution or Trust Agreement.

170

169

168

167

MINUTES—OHIO UNIVERSITY, Board of Trustees - June 6, 1968

(Form of Coupon Bond)

The form of Coupon Bond shall be identical with the form of Coupon Bond set forth in the Trust Agreement dated as of January 1, 1962 except that it shall be designated "The Ohio University and its Board of Trustees Housing and Dining Revenue Bond," shall be in the denomination of \$5,000 each and there shall be substituted in such form in lieu of the corresponding paragraphs and Trustee's Certificate and corresponding coupon form in said Coupon Bond the following paragraphs and coupon form:

This bond is one of a duly authorized issue of \$_____ of The Ohio University and its Board of Trustees Housing and Dining Revenue Bonds, Series _____, which, with the Series _____ Bonds, constitute presently authorized issues aggregating \$8,800,000 of The Ohio University and its Board of Trustees Housing and Dining Revenue Bonds to be issued pursuant to Section 3345.07 of the Revised Code of Ohio and the Resolutions of the Board of Trustees set forth in the Agreement (herein collectively called the "Bond Resolution") for the purpose of providing funds to construct certain new dormitory facilities and secured by Trust Agreement dated as of January 1, 1962 as heretofore and hereafter supplemented in accordance with its terms, between the University and the above-named Trustee (herein, altogether with the Bond Resolution, collectively called the "Agreement").

The University hereby reserves the right to call and redeem the bonds of this Series maturing after January 1, 1977, as a whole, or in part, in inverse numerical order on any interest payment date on or after July 1, 1977 at par and accrued interest to the redemption date, plus redemption premiums as follows: 3% if redeemed July 1, 1977 through January 1, 1982; 2 1/2% if redeemed July 1, 1982 through January 1, 1987; 2% if redeemed July 1, 1987 through January 1, 1992; 1 1/2% if redeemed July 1, 1992 through January 1, 1997; 1% if redeemed July 1, 1997 through January 1, 2002; 0% if redeemed after January 1, 2002.

The Series _____ Bonds, together with bonds heretofore issued under the Agreement and such Additional Bonds as may be issued on a parity therewith under said Agreement, (herein collectively called the Bonds) are, and are to be, secured only, but equally and ratably without priority one over another by reason of number or of date of Bond, sale, execution or delivery, by the Agreement, creating a prior pledge of the receipts of all Dormitory Facilities (as defined in the Agreement) now or hereafter under the control of the Board of Trustees after provision only for reasonable operating and maintenance expenses thereof.

IN WITNESS WHEREOF, the President and Trustees of The Ohio University and its Board of Trustees, jointly and severally, have caused this Bond to be signed by the facsimile signatures of the Chairman of the Board of Trustees and of the President of the University and to be attested by the Secretary of the Board of Trustees and to bear a facsimile of the seal of the University and the interest coupons attached hereto to bear the facsimile signature of the Secretary of the Board of Trustees of the University, all as of _____.

THE PRESIDENT AND TRUSTEES OF THE
OHIO UNIVERSITY
AND
THE BOARD OF TRUSTEES OF THE
PRESIDENT AND TRUSTEES OF THE OHIO
UNIVERSITY

By (Facsimile signature of Chairman)
(Chairman of the Board of Trustees)

and by (Facsimile signature)
(President of the University)

Attest: _____
Secretary of the Board of
Trustees

167

166

165

(FORM of Trustee's Authentication Certificate)

TRUSTEE'S CERTIFICATE

This Bond is one of the Bonds described in the within mentioned Trust Agreement as supplemented by Fifth Supplemental Trust Agreement dated as of January 1, 1967.

THE CITY NATIONAL BANK AND TRUST COMPANY
OF COLUMBUS, Columbus, Ohio

Trustee.

By _____
Authorized Officer

(Form of Coupon)

On the first day of _____, 19____, (unless the bond designated herein has been duly called for previous redemption and payment thereof duly provided for,) The President and Trustees of The Ohio University and its Board of Trustees, as such Trustees and not individually, will pay to bearer, but only from the sources and in the manner provided in the Trust Agreement dated as of January 1, 1962, and supplement thereto dated January 1, 1967, between the said University and said Board and The City National Bank and Trust Company of Columbus, Columbus, Ohio, as Trustee, and not from the general or ordinary funds of the State of Ohio or said Board or University, on the surrender of this coupon at the principal office of The City National Bank and Trust Company of Columbus, Ohio, or at the option of the holder, at the principal office of The Chase Manhattan Bank, N.A. in the Borough of Manhattan, City and State of New York, _____ dollars (\$ _____), in lawful money of the United States of America, being interest then due on The Ohio University and its Board of Trustees Housing and Dining Revenue Bonds, Series _____ dated _____.

Bond No.

Coupon No.

(Facsimile signature)
Secretary of the Board of Trustees

(Form of Fully Registered Bond of Single Maturity)

The form of Registered Bonds without coupons of single maturity shall be identical with the form of Registered Bond set forth in the Trust Agreement dated as of January 1, 1962 except that it shall be designated "The Ohio University and its Board of Trustees Housing and Dining Revenue Bond," and there shall be substituted in such form in lieu of the corresponding paragraph and Trustee's Certificate in said Registered Bond the following paragraphs:

This Bond is one of a duly authorized issue of \$_____ of The Ohio University and its Board of Trustees Housing and Dining Revenue Bonds, Series _____, which, with the Series _____ Bonds, constitute an issue of \$8,800,000 of The Ohio University and its Board of Trustees Housing and Dining Revenue Bonds, Issued and to be issued from time to time pursuant to Section 3345.07 of the Revised Code of Ohio and the Resolutions of the Board of Trustees set forth in the Agreement (herein collectively called the "Bond Resolution") for the purpose of providing funds to construct certain new dormitory facilities and secured by Trust Agreement dated as of January 1, 1962, as heretofore and hereafter supplemented in accordance with its terms, between the University and the above-named Trustee (herein, together with the Bond Resolution, collectively called the "Agreement.")

165

164

163

MINUTES—OHIO UNIVERSITY, Board of Trustees - June 6, 1968

The University hereby reserves the right to call and redeem the Bonds of this Series maturing after January 1, 1977 as a whole, or in part, in inverse numerical order on any interest payment date on or after July 1, 1977 at par and accrued interest to the redemption date, plus redemption premiums as follows: 3% if redeemed July 1, 1977 through January 1, 1981; 2 1/2% if redeemed July 1, 1982 through January 1, 1987; 2% if redeemed July 1, 1987 through January 1, 1992; 1 1/2% if redeemed July 1, 1992 through January 1, 1997; 1% if redeemed July 1, 1997 through January 1, 2002; 0% if redeemed after January 1, 2002.

The Series _____ Bonds, together with such bonds heretofore issued under the Agreement and such Additional Bonds as may be issued on a parity therewith under said Agreement, (herein collectively called the "Bonds"), are, and are to be, secured only, but equally and ratably without priority one over another by reason of number or date of Bond, sale, execution or delivery, by the Agreement, creating a prior pledge of the receipts of All Dormitory Facilities (as defined in the Agreement) now or hereafter under the control of the Board of Trustees after provision only for reasonable operating and maintenance expenses thereof.

(Form of Trustee's Authentication Certificate)

TRUSTEE'S CERTIFICATE

This Bond is one of the Bonds described in the within mentioned Trust Agreement as supplemented by Fifth Supplemental Trust Agreement dated as of January 1, 1967.

THE CITY NATIONAL BANK AND TRUST COMPANY
OF COLUMBUS, Columbus, Ohio
Trustee

By _____
Authorized Officer

(Form of Single Fully Registered Bond covering More than
One Maturity)

The form of Single Fully Registered Bond without coupons shall be identical with the form of Single Fully Registered Bond set forth in the Trust Agreement dated as of January 1, 1962 except that it shall be designated "The Ohio University and its Board of Trustees Housing and Dining Revenue Bond", the payee shall be "United States of America, Secretary of Housing and Urban Development, or his successor," shall be issued in lieu of serial coupon bonds in the denomination of \$5,000 each and there shall be substituted in such form in lieu of the corresponding paragraphs and Trustee's Certificate the following paragraphs:

This Bond, designated The Ohio University and its Board of Trustees Housing and Dining Revenue Bond, Series _____ (herein referred to as the "Bond"), is issued in lieu of an issue of a like principal amount of serial coupon bonds of similar designation maturing in the amounts and on the dates of the above installments, bearing interest at the same rate and in the denominations of \$ _____, and with the above coupon bonds, is authorized to be issued, pursuant to Section 3345.07 of the Revised Code of Ohio and the Resolutions of the Board set forth in the Agreement (herein collectively called the "Bond Resolution"), and the Trust Agreement described below, for the purpose of paying the costs of constructing certain new dormitory facilities and repaying advances made for that purpose and is secured by Trust Agreement dated as of January 1, 1962, as heretofore and hereafter supplemented in accordance with its terms, between the University and The City National Bank and Trust Company of Columbus, Columbus, Ohio, as Trustee (herein collectively called the "Trust Agreement"). This Bond is exchangeable at the sole expense of the University at any time, upon 90 days' notice, at the request of the registered owner hereof and upon surrender of this Bond, at the office of the Trustee, together with an assignment and instructions duly executed by the registered owner in such form as shall be satisfactory to the Trustee, for coupon bonds authorized by the Trust Agreement bearing interest payable on the same dates and at the same rate and maturing in the same amounts and on the same dates as the then unpaid installments of this bond, with coupons attached representing all unpaid interest

163

162

due or to become due thereon, or for single maturity registered bonds without coupons authorized by the Trust Agreement bearing interest payable on the same dates and at the same rate and maturing in the same amounts and on the same dates as the then unpaid installments of this bond.

The Series _____ Bond, together with Bonds heretofore issued under the Agreement, and such Additional Bonds as may be issued on a parity therewith under said Agreement, are, and are to be, secured only, but equally and ratably without priority one over another by reason of number or of date of Bond, sale execution or delivery, by the Trust Agreement, creating a prior pledge of the receipts of all Dormitory Facilities now or hereafter under the control of the Board of Trustees as defined in the Trust Agreement after provisions only for reasonable operating and maintenance expenses thereof.

IN WITNESS WHEREOF, The President and Trustees of the Ohio University and its Board of Trustees, jointly and severally, have caused this Bond to be signed by the facsimile signatures of the Chairman of the Board of Trustees and of the President of the University and to be attested by the Secretary of the Board of Trustees and to bear a facsimile of the seal of the University, all as of _____.

THE PRESIDENT AND TRUSTEES OF THE OHIO
UNIVERSITY AND THE BOARD OF TRUSTEES
OF THE PRESIDENT AND TRUSTEES OF THE
OHIO UNIVERSITY

(Facsimile signature of Chair-
man of the Board of Trustees)

By _____
Chairman of the Board of Trustees

And by _____
(Facsimile Signature)
President of the University

Attest:

(Secretary of the Board of Trustees)

(Form of Trustee's Authentication Certificate)

TRUSTEE'S CERTIFICATE

This Bond is one of the Bonds described in the within mentioned Trust Agreement as supplemented by Fifth Supplemental Trust Agreement dated as of _____.

THE CITY NATIONAL BANK AND TRUST COMPANY
OF COLUMBUS, Columbus, Ohio

Trustee

By _____
Authorized Officer

NOW, THEREFORE, THIS SUPPLEMENTAL TRUST AGREEMENT, WITNESSETH: that in order to secure the payment of the principal of and interest on the Bonds according to their true intent and meaning, and to secure the performance and observance of all covenants and conditions therein and herein, in the Bond Resolution and in the Trust Agreement contained, and for and in consideration of the premises and of the purchase and acceptance of the Bonds by the holders thereof from time to time, and the acceptance by the Trustee of the further trusts hereby created, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the University has executed and delivered this Fifth Supplemental Agreement.

161

160

IN TRUST, NEVERTHELESS, upon the terms and trusts in the Trust Agreement and in this Supplement set forth for the equal and proportionate benefit and security of all present and future holders of the Bonds and appurtenant coupons issued or to be issued under and secured by the said agreements, without preference, priority or distinction, as to lien or otherwise, of any one bond or coupon over any other by reason of priority in the time of the issue or negotiation thereof or otherwise, except as may be otherwise expressly provided in said Trust Agreement.

160

AND IT IS HEREBY COVENANTED AND DECLARED by the University with the Trustee and its successors in the trust under the Trust Agreement for the benefit of those who shall hold such Bonds and appurtenant coupons at any time issued and outstanding under the Trust Agreement as follows:

Section 1. Incorporation of Bond Resolution. The Series G and H Bond Resolution is hereby made a part of this Supplement and of the Trust Agreement.

Section 2. Form, Execution and Delivery of Series G and H Bonds. The Series G and H Bonds shall be executed, authenticated and delivered as provided herein, and said Series G and H Bonds, the coupons to be attached thereto, and the certificate of authentication of the Trustee to be endorsed thereon shall be substantially in the form provided herein with any necessary modifications to conform hereto and to any requirements of the Department of Housing and Urban Development if the United States purchases any of said Series H Bonds.

Section 3. Proceeds of Sale. The proceeds from the sale of the Series G and H Bonds shall be applied as provided in the Bond Resolution.

Section 4. Concerning the Trustee. The Trustee hereby accepts the trusts hereby declared and provided and agrees to perform the same upon the terms and conditions in the Trust Agreement and in this or any other Supplement set forth.

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplement or the due execution thereof by the University, nor for or in respect of the recitals herein contained, all of which recitals are made by the University solely.

159

Section 5. General. Each and every term and condition contained in the Original Trust Agreement, as amended and modified by the Fourth Supplemental Trust Agreement dated as of June , 1968, shall apply to this supplement, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Supplement.

In the event of conflict between the terms and conditions of the Original Trust Agreement, amended as aforesaid, and this Supplement, the provisions of said Original Trust Agreement shall control except where the provisions of this Supplement conform to the requirements of the Loan Agreement described in the Series G and H Bond Resolution.

IN WITNESS WHEREOF, The President and Trustees of The Ohio University and its Board of Trustees has caused this Agreement to be signed in their names by the Chairman of the Board and by the President of the University and its corporate seal to be hereunto affixed and the same to be attested by the Secretary of the Board, and The City National Bank and Trust Company of Columbus, Columbus, Ohio, to evidence its acceptance of the trust hereby created, has caused this Agreement to be signed in its name by one of its Vice Presidents and one of its Trust Officers and its corporate seal to be hereunto affixed and the same to be attested by a Trust Officer, all as of the day and year first above written, but actually on the dates of the respective acknowledgments.

(Seal) THE PRESIDENT AND TRUSTEES OF THE OHIO UNIVERSITY
and
THE BOARD OF TRUSTEES OF THE PRESIDENT AND TRUSTEES OF THE OHIO UNIVERSITY

By _____
Chairman of the Board

Attest: And by _____
President of the University
Secretary

158

(Seal) THE CITY NATIONAL BANK AND TRUST COMPANY OF COLUMBUS, Columbus, Ohio

By _____
Vice President

Attest: And by _____
Trust Officer
Trust Officer

157

MINUTES—OHIO UNIVERSITY, Board of Trustees - June 6, 1968

State of Ohio,
County of Athens, ss:

On this _____ day of _____, 196____, before me a Notary Public in and for said County and State personally appeared _____, Chairman of the Board of Trustees of The President and Trustees of Ohio University, and _____, the President of the University, and acknowledged the execution of the foregoing instrument, and that the same is their voluntary act and deed on behalf of said University and its Board of Trustees and the voluntary and corporate act and deed of said University and Board of Trustees.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public

STATE OF OHIO
County of Franklin, ss:

On this _____ day of _____, 196____, before me a Notary Public in and for said County and State personally appeared _____ and _____ Vice President and Trust Officer, respectively, of The City National Bank and Trust Company of Columbus, Columbus, Ohio, the bank which executed the foregoing instrument as Trustee, who acknowledged that the seal affixed to said instrument is the seal of said bank, that they did sign said instrument as such officers, respectively, for and on behalf of said bank and by authority granted in its rules and regulations and by its Board of Directors; that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said The City National Bank and Trust Company of Columbus, Columbus, Ohio.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public

Mr. Milar then reported that in accordance with the approval of the Board of Trustees at their last meeting to re-finance the outstanding Interim financing notes on the convocation center, he had received the following offer from The Ohio Company.

The Ohio Company
Investments
51 North High Street
Columbus, Ohio 43215

June 5, 1968

President and Board of Trustees
Ohio University
Athens, Ohio

Gentlemen:

It is our understanding that the University has presently outstanding \$4,000,000 of 3 7/8% Notes and \$3,000,000 4% Notes, both maturing June 15, 1968, which were sold for the purpose of constructing the Convocation Center. We further understand that it is your desire to refinance these Notes, and accordingly make the following proposal:

We offer to purchase the following Notes: \$4,000,000 bearing interest at the rate of 4 1/2%, and \$3,000,000 bearing interest at the rate of 4 3/4%, all of the Notes to be dated June 15, 1968, and to mature June 16, 1969. We will pay 100 for the above described Notes, and will take delivery in the City of Columbus, Ohio.

Respectfully submitted,

THE OHIO COMPANY

/s/ George Rinker, Jr.
George Rinker, Jr.
Vice President

157

156

Mr. Kennedy commented that these interest rates were unusually good and that they should be accepted. Mr. Brown then moved, seconded by Mr. Kennedy, that the following resolution be adopted, and on roll call the following votes were recorded: Baxter, aye; Brown, aye; Casto, aye; Herrold, aye; Johnson, aye; Kennedy, aye; and Stocker, aye.

RESOLUTION SUPPLEMENTING RESOLUTION
ADOPTED APRIL 2, 1968 PROVIDING FOR THE ISSUANCE
OF \$7,000,000 CONVOCATION CENTER NOTES OF
1968 OF THE OHIO UNIVERSITY FOR THE PURPOSE OF
REFUNDING A LIKE PRINCIPAL AMOUNT OF CONVOCATION
CENTER NOTES OF 1966 HERETOFORE ISSUED FOR THE PURPOSE
OF CONSTRUCTING AND EQUIPPING A BUILDING
TO BE USED FOR AND IN CONNECTION WITH AN AUDITORIUM AND
ATHLETIC PURPOSES.

BE IT RESOLVED by the Board of Trustees of the President and
Trustees of The Ohio University as follows:

Section 1. The terms and provisions of the "Resolution
providing for the issuance of \$7,000,000 Convocation Center
Notes of 1968 of The Ohio University for the purpose of
refunding a like principal amount of Convocation Center Notes
of 1966 heretofore issued for the purpose of constructing and
equipping a building to be used for and in connection with an
auditorium and athletic purposes" adopted April 2, 1968 are hereby
supplemented in the following respects:

(a) The Convocation Center Notes of 1968 shall be dated
as of June 15, 1968, shall mature June 16, 1969, and both the
principal and interest thereon shall be payable at the office of
The Ohio National Bank of Columbus, Columbus, Ohio, as
Paying Agent; and (b) the interest borne by said notes shall be
at the rate of four and one-half per centum (4 1/2%) per annum on
\$4,000,000 principal amount of said notes, and at the rate of
four and three quarters per centum (4 3/4%) per annum on
\$3,000,000 principal amount, payable at maturity.

All other terms, provisions and authorization in said
Resolution adopted April 2, 1968 are hereby confirmed.

Section 2. This Board does hereby confirm the award
and sale of said \$7,000,000 Convocation Center Notes of
1968 to The Ohio Company, Columbus, Ohio, in accordance
with the proposal received from said purchaser, subject to
the provisions of this resolution.

Mr. Milar then called the Board's attention to a report of an audit submitted
by the Auditor of State covering the College Work Study program at Ohio University as
of June 30, 1967. Mr. Milar reported that the administrative charges referred to in the
report of \$10,435.41 have been transferred from the College Work Study funds to the
University funds. Mr. Kennedy commented that he was glad to see an audit report with
the detail that was included in this report.

Vice President Hecht then called the Board's attention to a resolution authorizing an
amendment to the contract for purchase and redevelopment of land in the South Green Urban
Renewal project area and approving the purchase price and deed form. Mr. Hecht
explained that this amended contract reduced the original price from \$221,400 to \$221,000.
This reduction was made to adjust for a parcel of land in the Urban Renewal project which
was donated to Ohio University. This parcel was appraised by Urban Renewal appraisers
at \$400.00. Another change in the contract was that parcel No. 3 in the original
contract is now divided into six parcels so that delivery may be made immediately for the
start of construction of our mathematics building. This parcel was divided because the
Urban Renewal Agency has been unable to acquire all of the land in the original parcel
No. 3. This amendment also includes a clause in which Ohio University agrees to
add the same restrictions on the parcel of land donated to Ohio University as are contained
in the parcels that will be purchased from the Urban Renewal Agency. This amendment
also changes the delivery date of the land to a more realistic time as delays in acquisition of
the property have made the original delivery dates too optimistic.

There was a discussion of this amendment. It was then moved by
Mr. Brown, seconded by Mr. Kennedy that the following resolution be adopted, and on
roll call the following votes were recorded: Baxter, aye; Brown, aye; Casto, aye; Herrold, aye;
Johnson, aye; Kennedy, aye; and Stocker, aye.

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT
FOR PURCHASE AND REDEVELOPMENT OF LAND IN THE SOUTH
GREEN URBAN RENEWAL PROJECT AREA, AND APPROVING THE
PURCHASE PRICE AND DEED FORM.

155

154

153

WHEREAS, the State of Ohio for the Use and Benefit of the President and Trustees of the Ohio University (hereinafter called the "University") previously entered into a Contract dated January 6, 1967 (hereinafter called "Agreement") providing for the purchase and redevelopment of certain land described therein (which land is hereinafter called the "Property") by the University, in accordance with the South Green Urban Renewal Project; and

WHEREAS, by reason of delays by the City in conveying land to the University, and by reason of the University having already received a portion of the Property by donation, it is necessary to amend said Agreement in order to delete therefrom certain of the Property and to reduce the total purchase price to be paid for the Property; to revise the closing date for conveyance of the several Disposition Parcels described in said Agreement; and to provide for conveyance to the University in stages of the part of the Property included in Disposition Parcel No. 3 as described in said Agreement.

BE IT RESOLVED BY the Board of Trustees of the Ohio University:

Section 1. That the President of the University is hereby authorized to execute the Amendment to Contract for the Sale of Land in South Green Urban Renewal Project Area (No. Ohio R-63) substantially in the form as set forth in the copy of said Amendment heretofore submitted to the University and on file in the office of the Secretary, which Contract Amendment this Board of Trustees hereby approves. The President is further authorized and directed to execute such Deed or Deeds on behalf of the University, in substantially the form set forth in the Deeds heretofore submitted to the University and on file in the office of the Secretary, as are required in accordance with the provisions of said Agreement as amended by the Contract Amendment.

Section 2. The reduced Purchase Price of \$221,000 for the Property purchased under said Agreement as amended is hereby approved.

Section 3.. The President and Secretary of the University are hereby authorized to take such additional steps and execute such additional documents as may be required to carry out the purchase of the Property by the University.

AMENDMENT TO CONTRACT FOR THE
SALE OF LAND IN SOUTH GREEN URBAN RENEWAL
PROJECT AREA (NO. OHIO R-63)

THIS AMENDMENT (hereinafter called "Amendment") made as of the 6th day of June, 1968, by and between the City of Athens, Ohio, a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of Ohio (which together with any successor public body or officers hereafter designated by or pursuant to law, is hereinafter called the "City"), and the State of Ohio for the use and benefit of the President and Trustees of the Ohio University, a body politic and corporate organized and existing under the laws of the State of Ohio (hereinafter called "University"):

WITNESSETH:

WHEREAS, in accordance with Ordinance No. 0-22-66 passed by the Council of the City of Athens, the City of Athens entered into a contract for the Sale of Land dated January 6, 1967, (hereinafter called "Agreement") with the University, providing for the disposition of land (described in said Agreement, and defined therein as the "Property") to the University and for the redevelopment thereof in accordance with the South Green Urban Renewal Plan and said Agreement; and

WHEREAS, the University must immediately take title to at least part of the Property included within Disposition Parcel No. 3 (as described and defined in said Agreement), and by reason of delays in land acquisition the City is presently unable to convey all of said Disposition Parcel No. 3; wherefore the City and the University have agreed that part of Disposition Parcel No. 3 will be immediately conveyed to the University, and the City will convey the balance of Disposition Parcel No. 3 when the City's acquisition schedule permits and

WHEREAS, in addition to the foregoing, the University has already received by donation a small portion of said Disposition Parcel No. 3, which was to have been conveyed by the City to the University pursuant to the Agreement; and

153

152

151

WHEREAS, by reason of the foregoing, the City and the University have determined to amend said Agreement in order to delete from the Property that portion thereof donated to the University; to revise the Closing Dates for conveyance of the several Disposition Parcels described in said Agreement; and to provide for conveyance to the University in stages of the part of the Property included in said Disposition Parcel No. 3.

NOW, THEREFORE, each of the parties hereto, for and in consideration of the promises and agreements of the other party hereto, does hereby covenant and agree as follows:

The following amendments are hereby made to the terms and conditions of said Agreement dated January 6, 1967:

A. Subsection (b) of Article I, Section 1 of the Agreement is hereby changed to read as follows:

(b) Sale and Purchase Price. Subject to all the terms, covenants, and conditions of the Agreement, the City will sell the Property to the University for, and the University will purchase the Property and pay to the City therefor, the total amount of Two Hundred Twenty One Thousand Dollars (\$221,000.00), hereinafter called "Purchase Price."

Subject to all of the terms, covenants and conditions of this Agreement the City will convey each Disposition Parcel, after acquisition thereof by the City, to the University, upon payment in full by the University, which payment the University hereby agrees to make, of the Disposition Parcel Price applicable to each Disposition Parcel as set forth below:

<u>Disposition Parcel No.</u>	<u>Disposition Parcel Price</u>	<u>Closing Date</u>
1	\$ 6,400	October 1, 1968
2	\$12,200	October 1, 1968
3(a)	\$35,802.41	June 1, 1968
3(b)	\$13,765.63	August 1, 1968
3(c)	\$31,353.32	August 1, 1968
3(d)	\$ 1,466.74	August 1, 1968
3(e)	\$ 4,304.98	August 1, 1968
3(f)	\$ 4,606.92	August 1, 1968
4	\$53,100	September 1, 1968
5	\$58,000	September 1, 1968

Such payments shall be in cash, or by such check as shall be satisfactory to the City, at the times and places provided herein.

B. There is hereby added as a new subsection (f) to Article I, Section 2 of said Agreement, the following provision:

(f) The University represents and warrants to the City that as of the date of this Amendment it is vested with an indefeasible title in fee simple to the Tract (hereinafter called the "Retained Property") described in Schedule C attached hereto and made a part hereof, and in consideration of the sale and conveyance of the Property by the City to the University and for other good and valuable consideration, the University covenants to use and redevelop said Retained Property in accordance with the Agreement, this Amendment and the Urban Renewal Plan and further agrees to subject said Retained Property to all the controls of the Urban Renewal Plan. The University further agrees on or before the Closing Date for Disposition Parcel No. 3(a) to file with respect to said Retained Property, a Declaration of Restriction or other legal instrument in the land Records of Athens County, Ohio, in proper form and manner, which will validly and legally create the covenants running with the land referred to in Article IV, Section 1 hereof.

C. Section 1 of Article III is revised by deleting "Parcel 3" from the column headed "Disposition Parcel No. " and by substituting therefor, the Phrase "Parcel Nos. 3(a), 3(b), 3(c), 3(d), 3(e) and 3(f)."

D. Section 2 of Article III is revised by changing the columns in the first sentence thereof to read as follows:

151

150

149

<u>Disposition Parcel No.</u>	<u>Begin Construction</u>	<u>Complete Construction</u>
Parcel 1	18 mo.	42 mo.
Parcel 2	18 mo.	42 mo.
Parcel 3(a)	3 mo.	27 mo.
Parcel 3(b)	3 mo.	27 mo.
Parcel 3(c)	3 mo.	27 mo.
Parcel 3(d)	3 mo.	27 mo.
Parcel 3(e)	3 mo.	27 mo.
Parcel 3(f)	3 mo.	27 mo.
Parcel 4	3 mo.	15 mo.
Parcel 5	18 mo.	42 mo.

E. Section 1 of Article IV is revised to read as follows:

Sec. 1. Restrictions of Land Use. The University agrees for itself, its successors and assigns, and every successor in interest to the Property or the Retained Property, or any part thereof, and the Deeds shall contain covenants on the part of the University for itself, and such successors and assigns, the the University, and such successors and assigns shall:

(a) Devote the Property and the Retained Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan, as the same may hereafter be amended and extended from time to time; and

(b) Not discriminate upon the basis of race, color, creed or national origin in the sale, lease, or rental or in the use or occupancy of the Property and the Retained Property or any improvements erected or to be erected thereon, or any part thereof.

F. Schedule B of the Agreement is revised by deleting "Tract No. 3" and the legal description thereof and by substituting therefor the following:

AREA A

Situated in Section 9, Town 9, Range 14, City of Athens, Athens Township, Athens County, State of Ohio and more particularly described as follows:

Beginning at a point in the easterly right of way line of Poplar Street, said point being north 89° 44' 32" west a distance of 60 feet and north 0° 32' 59" west a distance of 133.43 feet from the south east corner of Lot No. 561 in Currier's Second Addition to the City of Athens as Recorded in Plat Book 1, Page 115, Athens County Record of Plats; thence with the easterly right of way line of Poplar Street north 0° 33' 14" west a distance of 56.90 feet to an iron pin;

thence north 88° 34' 47" east a distance of 126.28 feet to an iron pin;
thence north 1° 05' 08" west a distance of 57.00 feet to an iron pin;
thence south 88° 42' 54" west a distance of 125.74 feet to an iron pin
in the easterly right of way line of Poplar Street.

thence with the easterly right of way line of Poplar Street north 0° 33' 13" west a distance of 50.70 feet to a point in the northerly right of way line of Pearl Street;

thence with the northerly right of way line of Pearl Street west a distance of 90.30 feet to a point;

thence north a distance of 75.55 feet to a point in the southerly right of way line of East Mulberry Street passing an iron pin at 53.55 feet;

thence with the southerly right of way line of East Mulberry Street south 86° 24' 57" east a distance of 274.82 feet to a point;

thence continuing with the southerly right of way line of East Mulberry Street north 89° 53' 55" east a distance of 129.80 feet to a point in the westerly right of way line of Van Vorhees Street;

thence with the westerly right of way line of Van Vorhees Street south 0° 05' 08" east a distance of 227.60 feet to a point;

thence north 89° 23' 37" east a distance of 5.67 feet to a point in the westerly right of way line of Van Vorhees Street;

thence with the westerly right of way line of Van Vorhees Street south 0° 36' 29" east a distance of 65.00 feet to a point;

thence south 89° 46' 44" west a distance of 49.20 feet to a point;

thence south 0° 05' 17" east a distance of 65.00 feet to a point in the

northerly right of way line of Race Street;

thence with the northerly right of way line of Race Street south 89° 46' 59" west a distance of 49.73 feet to a point;

thence north 0° 06' 04" east a distance of 130.21 feet to a point;

thence north 3° 27' 27" east a distance of 8.13 feet to a point;

thence with the northerly right of way line of an unnamed alley south 88° 59' 08" west a distance of 220.82 feet to the place of beginning and containing 79979.5 square feet or 1.836 acres more or less.

149

148

147

Excepting there from the following described tract:

Beginning at a point in the center line of Vine Street, said point being north 191.36 feet and east 155.34 feet from the southeast corner of Lot no. 561 above described; thence with the center line of Vine Street north 13° 12' 59" west a distance of 86.95 feet to a point;
 thence north 86° 57' 29" east a distance of 19.60 feet to a point;
 thence south 23° 08' 37" east a distance of 93.15 feet to a point;
 thence south 89° 56' 13" west a distance of 36.30 feet to the place of beginning and containing 2393.9 square feet thus making the net area herein conveyed 77,585.6 square feet or 1.7811 acres more or less.

AREA B

Situated in Section 9, Town 9, Range 14, City of Athens, Athens Township, Athens County, State of Ohio and more particularly described as follows:

Beginning at an iron pin marking the southeast corner of Lot No. 561 in Currier's Second Addition to the City of Athens as Recorded in Plat Book 1, Page 115, Athens County Record of Plats:

thence with the northerly right of way line of Race Street north 89° 44' 32" west a distance of 60.00 feet to a point, said point being in the northerly right of way line of Race Street and the easterly right of way line of Poplar Street;

thence with the easterly right of way line of Poplar Street north 0° 32' 59" west a distance of 133.43 feet to a point, said point being in the northerly right of way line of an unnamed alley and the easterly right of way line of Poplar Street;

thence with the northerly right of way line of said unnamed alley north 38° 59' 08" east a distance of 220.82 feet to a point;

thence south 3° 27' 27" west a distance of 8.13 feet to a point;

thence south 0° 06' 04" west a distance of 130.21 feet to an iron

pin in the northerly right of way line of Race Street;

thence with the northerly right of way line of Race Street north 89° 44' 25" west a distance of 158.78 feet to the place of beginning and containing 29,830.8 square feet or 0.6848 acres more or less.

AREA C

Situated in Section 9, Town 9, Range 14, City of Athens, Athens Township, Athens County, State of Ohio and more particularly described as follows:

Beginning at a point, said point being south 134.01 feet and west 299.15 feet from the southeast corner of Lot No. 561 in Currier's Second Addition to the City of Athens as Recorded in Plat Book 1, Page 115 Athens County Record of Plats said point being in the northerly right of way

line of the B & O Railroad Company right of way and the center line of University Terrace; thence with the centerline of University Terrace north a distance of 110.90 feet to a point, said point being in the centerline of University Terrace and the center line of Race Street extended;

thence with the center line of Race Street south 89° 36' 26" east a distance of 231.90 feet to a point, said point being in the center line of Race Street and the center line of Poplar Street extended;

thence with the extended center line of Poplar Street north 0° 33' 00" west a distance of 25.00 feet to a point in the center line of Poplar Street and the northerly right of way line of Race Street;

thence with the northerly right of way line of Race Street south 89° 46' 15" east a distance of 7.50 feet to a point;

thence continuing with the northerly right of way line of Race Street south 89° 44' 32" west a distance of 60.00 feet to an iron pin, said iron pin being at the southeast corner of Lot No. 561 previously described;

thence continuing with the northerly right of way line of Race Street south 89° 44' 25" east a distance of 158.78 feet to an iron pin;

thence continuing with the northerly right of way line of Race Street north 89° 46' 59" east a distance of 44.98 feet to a point;

thence south a distance of 94.39 feet to a point in the northerly right of way line of said B & O Railroad right of way;

thence with the northerly right of way line of said B & O Railroad Company along a curve to the right a distance of 516.08 feet to the place of beginning and containing 67,944.2 square feet or 1.5598 acres more or less.

AREA D

Situated in Section 9, Town 9, Range 14, City of Athens, Athens Township, Athens County, State of Ohio and more particularly described as follows:

Beginning at a point in the northerly right of way line of Race Street, said point being south 89° 44' 25" east a distance of 158.78 feet and north 89° 46' 59" east a distance of 49.73 feet from the southeast corner of Lot No. 561 in Currier's Second Addition to the City of Athens as Recorded in Plat Book 1, Page 115, Athens County Record of Plats, thence north 0° 05' 17" west a distance of 65.00 feet to a point; thence north 89° 46' 44" east a distance of 49.20 feet to a point in the westerly right of way line of Van Vorhes Street;

147

146

145

144

143

thence with the westerly right of way line of Van Vorhees Street south $0^{\circ} 26' 27''$ west a distance of 55.00 feet to a point in the northerly right of way line of Race Street;

thence with the northerly right of way line of Race Street south $89^{\circ} 46' 34''$ west a distance of 48.60 feet to the place of beginning and containing 3178.5 square feet or 0.0729 acres more or less.

AREA E

Situated in Section 9, Town 9, Range 14, City of Athens, Athens Township, Athens County, State of Ohio and more particularly described as follows:

Beginning at a point, said point being north 352.1 feet and west 192.37 feet from the southeast corner of Lot No. 561 in Currier's Second Addition to the City of Athens as Recorded in Plat Book 1, Page 115, Athens County Record of Plats;

thence north a distance of 56.03 feet to a point in the centerline of East Mulberry Street;

thence with the centerline of East Mulberry Street south $70^{\circ} 17' 34''$ east a distance of 59.25 feet to a point;

thence continuing with the centerline of East Mulberry Street south $87^{\circ} 30' 17''$ east a distance of 257.95 feet to a point;

thence continuing with the centerline of East Mulberry north $89^{\circ} 53' 55''$ east a distance of 129.80 feet to a point in the westerly right of way line of Van Vorhees Street extended;

thence south a distance of 20.00 feet to a point in the southerly right of way line of East Mulberry Street;

thence with the southerly right of way line of East Mulberry Street south $89^{\circ} 53' 55''$ west a distance of 129.80 feet to a point;

thence continuing with the southerly right of way line of East Mulberry Street north $86^{\circ} 24' 57''$ west a distance of 274.82 feet to a point;

thence south 22.00 feet to an iron pin;

thence west a distance of 39.20 feet to the place of beginning and containing 9329.1 square feet or 0.2141 acres more or less.

AREA F

Situated in Section 9, Town 9, Range 14, City of Athens, Athens Township, Athens County, State of Ohio and more particularly described as follows:

Beginning at a point, said point being north $89^{\circ} 44' 32''$ west a distance of 60.00 feet and north $89^{\circ} 46' 15''$ west a distance of 7.50 feet to a point in the center line of Poplar Street;

thence with the center line of Poplar Street north $0^{\circ} 33' 35''$ west a distance of 291.80 feet to a point in the center line of Pearl Street;

thence with the center line of Pearl Street west 82.82 feet to a point;

thence north a distance of 6.50 feet to the northerly right of way line of Pearl Street;

thence with the northerly right of way line of Pearl Street east 90.30 feet to a point in the easterly right of way line of Poplar Street;

thence with the easterly right of way line of Poplar Street south $0^{\circ} 33' 13''$ east a distance of 50.70 feet to an iron pin;

thence north $88^{\circ} 42' 54''$ east a distance of 125.74 feet to an iron pin;

thence south $1^{\circ} 05' 08''$ east a distance of 57.00 feet to an iron pin;

thence south $88^{\circ} 34' 47''$ west a distance of 126.28 feet to an iron pin in the easterly right of way line of Poplar Street;

thence with the easterly right of wayline of Poplar Street south $0^{\circ} 33' 14''$ east a distance of 56.90 feet to a point;

thence continuing with the easterly right of way line of Poplar Street south $0^{\circ} 32' 59''$ east a distance of 133.43 feet to a point in the northerly right of way line of Race Street;

thence north $89^{\circ} 46' 15''$ west a distance of 7.50 feet to the place of beginning and containing 9983.4 square feet or 0.2291 acres more or less.

IN WITNESS WHEREOF, the City has caused the Amendment to be duly executed in its behalf and its seal to be hereunto affixed and attested; and the University has caused the same to be duly executed in its behalf, on or as of the day and year first above written.

(SEAL)

CITY OF ATHENS

By _____

Mayor

Director of Public Service

Attest:

(Title)

Page 15 so
numbered
in reference
copy (142 + #1 duplicated)
142

THE STATE OF OHIO FOR THE USE AND
BENEFITS OF THE PRESIDENT AND
TRUSTEES OF THE OHIO UNIVERSITY

Signed and acknowledged
in the presence of:

President, Ohio University

Witnesses as to the President
and Trustees of the Ohio
University

Mr. Hecht then called the Board's attention to a Waiver of Notice form in their agenda material and explained that this permitted us to move ahead on the vacation of Vine Street instead of waiting 90 days as is ordinarily required. There was a discussion of this. It was then moved by Mr. Baxter, seconded by Mr. Kennedy that the following Waiver of Notice be approved, and President Alden be authorized to sign for the trustees of Ohio University:

WAIVER OF NOTICE

The State of Ohio for the Use and Benefit of the President and Trustees of The Ohio University, a body politic and corporate, organized and existing under the laws of the State of Ohio, and owner in fee simple of the following described property which abuts upon Vine Street in the City of Athens, County of Athens, Ohio:

The following described portion of Out Lot No. 209 in University Place Addition to Athens: Beginning at an iron pin at the southwest corner of Lot No. 1748 in University Place Addition and at the north end of a brick wall; thence west, with the south line extended of said In-Lot No. 1748 to the east line of a bricked drive way 10 feet wide; thence south-east with the east line of said driveway to a point 75.7 feet distant, measured at right angles thereto, from the south line of said Outlot No. 209; thence east to the east line of said Outlot No. 209; thence northwest along said line and the east edge of a brick wall to the place of beginning.

Excepting therefrom the following described premises: Beginning at the southwest corner of In-Lot No. 1748 in University Place Addition to said City of Athens and at the north end of a brick wall; thence west with the south line extended of said In-lot No. 1748, 13 feet to the east side of a brick driveway ten feet wide; thence southeast along the east edge of said driveway 2 feet to the north side of the west end of a concrete wall; thence along the north side of said concrete wall 12.6 feet to the place of beginning;

hereby waives any and all notice required, in connection with the proceedings for the vacation of Vine Street by the City of Athens, and hereby waives any informalities or irregularities in such proceedings.

THE STATE OF OHIO FOR THE USE AND
BENEFITS OF THE PRESIDENT AND
TRUSTEES OF THE OHIO UNIVERSITY

By _____

President
(Title)

Dated: May 2, 1968

and on roll call the following votes were recorded: Baxter, aye; Brown, aye; Casto, aye; Herrold, aye; Johnson, aye; Kennedy, aye; and Stocker, aye.

Mr. Hecht then called the Board's attention to a resolution relative to the purchase of the Delta Tau Delta fraternity house and annex.

There was a discussion of this resolution, and it was then moved by Wayne Brown, seconded by Duncan Baxter, and unanimously carried that the following resolution be adopted:

142

141

140

RESOLVED that the Board of Trustees of the Ohio University will purchase from the Ohio University Fund, Inc., the property located at 32 President Street and 61 S. Congress Street known as the Delta Tau Delta fraternity house and annex at a price of \$125,000 plus any expenses incurred by the Ohio University Fund providing the Ohio University Fund cannot otherwise dispose of this property without pecuniary loss to the Fund.

Mr. Lausche then reported to the Board that when bids were taken on the married student housing project, an alternate was taken that included the purchase by the successful bidder of two parcels of land adjoining this project consisting of 8.24 acres more or less that permitted the general contractor to obtain fill dirt for the project with the understanding that the land would then be transferred to Ohio University without cost. We received a \$20,000 deduction on the general contractor's bid for this land.

There was a discussion of this proposal. It was then moved by Mr. Casto, seconded by Mr. Baxter, and unanimously carried that the Board of Trustees accept the two parcels of land, one consisting of 2.93 acres and the other of 5.31 acres recorded in the Athens County Recorder's Office on March 26, 1968, being Recorder's Nos. 81763 and 81764. This land was transferred from the Knowlton Construction Company, the general contractor on the married student housing project.

Mr. Lausche then reported to the Board that the Athens Building Material Company has donated to Ohio University a parcel of land in the Urban Renewal project consisting of .037 of an acre and recorded on March 14, 1968, as Instrument No. 81697 in the Athens County Recorder's Office.

He also called the Board's attention to the fact that when the amendment to the Urban Renewal contract was approved today, the Board agreed to accept the same restrictions on this lot as on the other Urban Renewal land.

It was then moved by Mr. Herrold, seconded by Mr. Stocker, and unanimously carried that the Board of Trustees accept with sincere thanks the parcel of land donated to Ohio University by the Athens Building Material Company containing .037 of an acre more or less located in the Urban Renewal project and recorded in the Athens County Recorder's Office as Instrument No. 81697.

Mr. Lausche then presented an easement over certain lands of the University requested by the City of Athens for laying the water line to the new Sheltering Arms Hospital now under construction.

After a discussion of this proposed easement, it was moved by Mr. Brown, seconded by Mr. Herrold, and unanimously carried that the Ohio Director of Public Works be requested to grant this easement to the City of Athens.

Mr. Lausche then reported on the new construction now under way as follows: the Lancaster Branch building will be completed and ready for use for the 1968 September quarter; the convocation center will be completed in the very near future and the library will be ready for use in September of 1968. He further reported that progress was being made on the new music building and the television building, as well as the married student housing project.

Mr. Lausche then presented a rendering of the South Green Dormitory project that included 15 buildings and will house about 1700 students. Bids will be opened on this project on July 9 and it is by far the largest building project ever started at Ohio University. It is anticipated this will cost in the neighborhood of \$15,000,000, and it is hoped that a project of this size will interest bidders throughout the country, and we are hopeful of obtaining favorable bids on the project.

Mr. Lausche then reported that the mathematics building had been moved to a different site than the one originally proposed due to the inability of the Urban Renewal Agency to obtain the land in the original site. The architect is progressing satisfactorily with this site change and these plans should be ready sometime in July to advertise the project.

Mr. Lausche then called the Board's attention to an agreement of lease between the City of Athens and the Ohio University which would permit the new Athens bus line to permit parking of motor vehicles on part of our E. State Street parking lot. This agreement is on a month-to-month basis and can be cancelled by either party on thirty-days notice. This is for an annual rental of \$1.00 and it is not certain at this time whether the agreement will be executed or not, but in the event the City does wish to proceed, it is recommended the agreement be approved.

It was then moved by Mr. Herrold, seconded by Mr. Brown and unanimously carried that the following agreement of lease be approved and the President authorized to sign this lease.

140

139

138

137

AGREEMENT

This Agreement of Lease made and entered into this day of May, 1968, by and between the Ohio University, Athens, Ohio, LESSOR, and The City of Athens, Athens County, Ohio, LESSEE.

The Lessor in consideration of the sum of One Dollar to it paid by Lessee does hereby grant and lease unto said Lessee a certain plot of land located in Athens Township, Athens County, Ohio, the full description of which is attached hereto as Exhibit "A" and made a part hereof, for use by the Lessee or its authorized agent, employee, contractor or franchise holder as a parking area for motor vehicles during the period of 5:30 A.M. through 7:30 P.M. daily. Parking of motor vehicles in said demised area, however, is prohibited during the hours of darkness of each calendar day.

To have and to hold the same unto the said Lessee for and during the full term of one year beginning on the day of May, 1968, and ending on the day of May, 1969, subject, however, to the right of Lessor and Lessee to cancel said lease and to be released from the obligations of the same upon giving notice in writing to the other party on or prior to thirty days in advance of the date of termination.

The Lessee hereby covenants with the Lessor as follows:

1. Lessee will cause the demised area to be segregated and separated from other areas adjacent thereto owned by Lessor by the installation of a cable or other suitable boundary marking fence.
2. The demised area will be surfaced if such is required and otherwise maintained free of cost of Lessor.
3. The Lessee covenants and agrees that it will save Lessor harmless from the assertion of any claim for damage or damages by any person arising out of the use of the demised area for any purposes whatsoever including that of parking or storing motor vehicles, and liability, if any, for damages either personal or property that may arise or result proximately from the use of said area by the Lessee, its agents, employees, contractors or franchise holders, will be borne by Lessee.

And the Lessor hereby covenants with the Lessee as follows:

1. The Lessee, its employees, agents, contractors or franchise holders may erect a waiting booth on the demised premises, provided, however, that the design thereof and the materials utilized therefor shall be first approved in writing by Lessor.
2. Lessor hereby grants to Lessee the option to renew this lease for additional and successive terms of one year each commencing on the expiration of the term aforesaid or on the expiration of any renewal term at the same annual rental for each said term, under and subject to all other covenants, provisions, terms and conditions of this lease provided, however, that notice of the exercise of such option or options shall be given by said Lessee at least thirty days before the expiration of the term of this lease or the expiration of any renewal term hereof.

IN WITNESS WHEREOF, the Lessor by authority of the President and Board of Trustees has caused its corporate name to be subscribed hereto by its duly authorized officer, and the Lessee, pursuant to the authority of the Council of said City of Athens, has caused its corporate name to be subscribed hereto by its duly authorized officers, this day of May, 1968.

OHIO UNIVERSITY

By _____

THE CITY OF ATHENS

By _____
Mayor

Safety Service Director

137

136

135

134

STATE OF OHIO, ATHENS COUNTY, ss.

Before me, a Notary Public in and for said county, personally appeared of Ohio University, the corporation which executed the foregoing instrument and who acknowledged that he did sign said instrument as such in behalf of said corporation and by authority of its President and Board of Trustees, and that said instrument is his free act and deed, individually, and as such and the free and corporate act and deed of said Ohio University.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Athens, Ohio, this day of May, 1968.

Notary Public

STATE OF OHIO, ATHENS COUNTY, ss.

Before me, a Notary Public in and for said county, personally appeared Raymond E. Shepard, Mayor, and Dwight Robinson, Safety Service Director of The City of Athens, the corporation which executed the foregoing instrument and who acknowledged that they did sign said instrument as such Mayor by authority of its Council, and that said instrument is their free act and deed, individually, and as such Mayor and Safety Service Director and the free and corporate act and deed of said The City of Athens.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Athens, Ohio, this day of May, 1968.

Notary Public

EXHIBIT "A"

DESCRIPTION OF OHIO UNIVERSITY AIRPORT PROPERTY

TO BE LEASED TO THE CITY OF ATHENS

Being in Farm Lot 27, Section 4, T. 9N., R. 14W. (Athens TWP.), Athens County, Ohio.

Beginning at a point in the south line of East State Street which lies N 89° 10', E. 650 feet from the intersection of the said south line of East State Street, and the west line of Farm Lot 27 (also the east line of Home Street).

thence N 89° 10' E 290 feet to a point;
thence S 3° 50' W 180 feet to a point;
thence S 89° 10' W 290 feet to a point;
thence N 3° 50' E 180 feet to the place of beginning,
containing an area of 1.20 acres more or less.

Vice President Savage was called upon for a report of the research projects. He reported that the last flood did no appreciable damage to the Clippinger Research Building, and there was no interruption in the activities in this building during the flood.

He also reported that the accelerator contract totaling \$955,000 was in the final draft form now and would probably be signed in the very near future.

He also reported that a grant for the departmental science development totaling \$545,000 from the National Science Foundation has been approved and will start in the next academic year; also, the Themis contract has been approved for another year and has received an additional \$200,000 grant.

He also reported the Ph.D. program in Chemical Engineering has been fully approved and the chemical plants in the Ohio valley are very much interested in this program. Fourteen of the sixteen plant managers in this area were invited to a meeting to explain the program and they were approached with a request for annual gifts to help support this program and he felt that most of them would contribute on an annual basis for this program. We are also asking the Board of Regents for research funds to help develop the program.

134

133

132

Dr. Savage then reported that the research computer center is operating satisfactorily now. Also the Chemistry Department has received several new grants as well as renewals of previous grants during the past year. A program being developed by Dr. Clearfield in Chemistry to assist under-prepared students who are desirous of obtaining a Ph.D. has been funded and it is hoped this program will make a significant contribution to eliminating this problem.

Vice President Whalen was then called upon for a report. He reported that we are now in the process of reorganizing the business-management area, and he hopes this operation will be improved during the next year. He is happy with the new non-academic personnel set-up and he believes the operations in this area will be improved. The dormitories and dining halls are operating well this year and Dr. Whalen is working on consolidation of the registration, the admissions, health service, etc., so that we will be better equipped to handle new students and the registration of returning students.

He reported that the Student Affairs Office is attempting to work with the students and they hope to grant any reasonable requests of the students, but any unreasonable requests will be handled in a firm manner.

Dr. William Holmes, the acting director of the Honors College, was then called on for a report. He reported this college was established for the academically-capable students and they have developed special courses for capable students with special interests. The Honors College has started to accept students using other than grade criteria and juniors and seniors are now taking individual honors courses in the various departments. The requirements are quite high for these honors courses and the results have been excellent. Some of the special courses developed are the Economics of English, and Fluid Dynamics for Non-Engineer Students. These courses will be tried for a short time on an experimental basis.

Dr. Holmes then explained the Cutler Program which has been recently approved by the Faculty Senate and the Curriculum Committee of the University. It was set up for those students whose talents, experience, or incentives cannot be fully realized in existing programs. This Cutler Program will be instituted on a three-year trial basis.

Mr. Kennedy suggested that a report on this program be submitted to the Board after a year's operation.

Chairman Johnson then called the roll of members for comment.

Mr. Kennedy commented that he was very much interested in the Arthur Andersen report. The President reported that the programming on this system has been done on schedule and the Responsibility accounting is also on schedule and we hope to go onto this system either July 1 or August 1. Mr. Kennedy then remarked that the audit principle should be kept in mind as the number 1 item of this accounting change.

Mr. Baxter then reported that the Portsmouth Branch had just sponsored a week of the Arts and they and the Chamber of Commerce are working closely to develop the cultural environment for the City of Portsmouth.

Mr. Brown reported that he had received many favorable comments on the President's action after the student riots and he was proud to be a member of the Board of Trustees. Mr. Brown also commended Chairman Johnson for the time and effort he had devoted to Ohio University during his year as chairman.

Clarence Bryan reported that this was the last meeting he would attend as his two-year term as President of the Alumni Association expired this week. He would be succeeded by Eugene Rinta. He stated that he had enjoyed attending the meetings very much and was proud to be associated with this Board of Trustees.

Mr. Johnson then thanked David Stivison for attending the meeting and suggested to him that he had an unusual opportunity to develop outstanding leadership abilities during the next year.

Mr. Baxter then moved, seconded by Mr. Herrold, and unanimously carried that this meeting be recessed until a future date to be determined by the Chairman.

These are the minutes of the recessed meeting of the June 6, 1968 Board of Trustees meeting held at the Athletic Club in Columbus, Ohio, on June 19, 1968.

Chairman Johnson called the meeting to order at 10:15 a.m. with the following members present: Duncan M. Baxter, Wayne E. Brown, Don M. Casto, Joseph B. Hall, Fred H. Johnson, and C. Paul Stocker. Mr. Edwin L. Kennedy and Mr. Russell P. Herrold arrived late for the meeting. Also present was a new trustee, William Ralph Morris, who was appointed effective June 6, 1968, replacing John Galbreath. In addition to the trustees present also present were Vernon R. Alden, President of the University; James J. Whalen, Executive Vice President; Martin L. Hecht, Vice President; and Paul T. O'Brien, Secretary of the Board of Trustees. In addition to these also present were James Henderson, William Haines, Thomas O'Keefe, and Ward Wilson, all Assistants in the Office of James Whalen.

The Chairman called the meeting to order and introduced William R. Morris as the new member of the Board of Trustees and welcomed him to membership on the Board.

The Secretary then presented the following notice of appointment from Governor Rhodes relative to William Morris:

STATE OF OHIO
EXECUTIVE DEPARTMENT

Office of the Governor

Columbus

I, James A. Rhodes, Governor of the State of Ohio, do hereby appoint William Ralph Morris (Republican), Upper Arlington, Franklin County, Ohio, as a Member, Board of Trustees of the Ohio University, for the unexpired part of the term beginning May 14, 1967, and ending at the close of business May 13, 1976, with appointee taking office June 6, 1968, vice John Galbreath, whose term expired.

(Seal)

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 6th day of June, in the year of our Lord, one thousand nine hundred and sixty-eight.

/s/ James A. Rhodes
Governor

It was also reported that Fred H. Johnson was reappointed a member of the Board of Trustees for a new term commencing May 14, 1968.

The Chairman then called on Vice President Hecht for a report on the development activities. Vice President Hecht reported that the construction of State Route 33 from Athens to Columbus is on schedule and there should be a four-lane highway completed from Athens to Columbus by 1970 or 1971. Construction will start this summer on Route 33 through Haydenville and the Athens By-Pass should be bid in December of 1968. This will connect with the Appalachian Highway from Cincinnati to Belpre. This Appalachian Highway should be completed in 1971.

Vice President Hecht then reported that the moving of the Hocking River channel and widening should get started in the early fall of this year as there is a \$950,000 appropriation in the present budget bill being considered by the United States Congress. This, with the \$200,000 already appropriated, will permit the United States Engineers to ask for bids on this project in August.

He reported that the Sheltering Arms Hospital \$3,600,000 project is now underway. It will provide a 125-bed hospital on a 350-bed chassis and should be completed in 1969. One-third of the funds for this project were obtained from Federal Hill-Burton funds and two-thirds were collected or pledged locally by the citizens of the area.

He also reported that the Ohio Valley Health Foundation has been chartered. This will serve seven counties and will probably be expanded later to cover thirteen southeastern Ohio counties. This foundation will start the construction of health facilities in Gallipolis with a \$3,800,000 project to be funded from Appalachian funds this year. Next year it is hoped a grant to Sheltering Arms Hospital of \$2,000,000, for the construction of an extended care facility in connection with the new Sheltering Arms Hospital, will be funded. Vice President Hecht reported also that the staff of Sheltering Arms is now conducting a study on what assistance Ohio University and their facilities can be to the Sheltering Arms Hospital Foundation. It is anticipated that Ohio University will start a nurses' training project starting with an associate degree in nursing, building up to a baccalaureate, and finally, a master's degree. The university will also assist in the development of laboratory technicians and people working in the mental health area.

Vice President Hecht then reported that the \$2,500,000 airport construction is still in the planning stages. Most of the land for this project has been acquired by the Ohio University Fund, and it is planned to be constructed in three phases: the first phase to include a 4200-foot runway; Phase II will be an extension of this runway to 6000 feet and subsidiary taxi-ways; and the third phase will be the buildings and other airport facilities. One-half of the funds for the construction of this project should be obtained from the Federal Aviation Agency, one-third from Appalachian funds, and the balance from state funds to be obtained from the bond issue to be on the ballot in November.

128

127

126

125

MINUTES—OHIO UNIVERSITY, Board of Trustees - June 6, 1968.

Mr. Hecht then reported that the Urban Renewal project was moving along now and that the university would accept delivery of the first parcel of land tomorrow. This is the land on which the proposed mathematics building is to be constructed.

Mr. Hall commented that the original plan approved by the trustees about five years ago for the development of southeastern Ohio seems to be progressing in a satisfactory manner.

Duncan Baxter then presented the following letter to the City Planning Commission of the City of Portsmouth requesting vacation of two alleys in the university Urban Renewal project. This letter was signed by F. L. Dudis, Business Manager of the Off-Campus Academic Programs.

Mr. Baxter moved that the following letter be approved by the Board of Trustees of Ohio University. This was seconded by Mr. Hall and unanimously carried.

June 18, 1968

City Planning Commission
City Building
Portsmouth, Ohio 45662

Gentlemen:

Ohio University, in order to effect the assemblage of land for its Portsmouth Campus, hereby petitions the City Planning Commission and the Council of the City of Portsmouth to vacate portions of Foot Alley and Frostdick Alley, located within the University Project.

Ohio University, as owner of the property east of the north half of Foot Alley and the property south of the east half of Frostdick Alley, joins with the City of Portsmouth Department of Urban Renewal in requesting the vacation of these alleys.

These alley vacations are necessary in order for the City of Portsmouth to convey additional land to Ohio University.

Thank you for your assistance.

F. L. Dudis
Business Manager

FLD:lh
cc: Paul O'Brien

The Chairman then called the Board's attention to a misunderstanding by the officers and some members of the Faculty Senate of the Board's lack of action at their June 6 meeting on the request amendment to the Faculty Senate constitution.

The Chairman stated that the President of the Faculty Senate had reported to a faculty meeting that he felt the Board of Trustees was attempting to "scuttle" the Faculty Senate because a special committee had been appointed to consider the constitution and by-laws of the Senate.

There was a discussion of this misunderstanding and it was clearly indicated that the Board had no intention of "scuttling" the Senate; however, they still felt that with the changed conditions in the past three years, that the previously appointed committee of the Board should study the complete constitution and by-laws of the Faculty Senate.

It was then moved by Mr. Hall, seconded by Mr. Baxter, and after a complete discussion, it was unanimously carried that the Board of Trustees of Ohio University favor representation of faculty from each Branch Campus on the Ohio University Faculty Senate.

Vice President Whalen was then called upon for a report of his activities. He introduced Ward Wilson, the Director of Non-Academic Personnel, who was employed the first of February of this year and asked him to report on his activities. Dr. Whalen explained that Mr. Wilson was formerly Director of Personnel for the McBoe Systems and had had many years experience in personnel work in industry.

Mr. Wilson then pointed out to the trustees the major differences in personnel work in the university and in industry: (1) Industry has definite guidelines for personnel relations that have been worked out over the years while Ohio University or any state agency has no definite guidelines; (2) That industry has a well-defined contract with the labor unions while the university cannot enter into a contract with a union; (3) That the union contract with industry usually contains a no-strike clause, while the state employees are prohibited by the Ferguson Act from striking. In spite of this act, it does not actually prevent strikes. (4) Mr. Wilson then pointed out that industrial unions have a very sophisticated union leadership who are well informed and know the capabilities of the industry as well as the needs of the union. The union leadership at the university is not

125

124

123

122

experienced or sophisticated in this area as they are a new union organized within the last year; however, many union members were formerly members of the old United Mine Workers Union that was so strong in southeastern Ohio in the past.

Mr. Wilson reported that since February 1, the union has threatened to strike four different times. Three of the strike threats were over insignificant problems and were not a major threat. However, the last threat was over a request of immediate reclassification of approximately 150 employees. This threat was called off the Saturday before the scheduled strike on Monday because the union leadership felt they did not have the support of the rank-and-file union members.

Mr. Wilson further pointed out that the lack of enforceable labor legislation in Ohio has created a problem working with state employees. He has hopes that some action to correct this will be taken at the next meeting of the legislature. He also pointed out that the administration must gain the respect of the union with whom they are dealing and recognize that there are certain problems for the non-academic personnel as some are under-classified. He reported that his office is now working on a table of organization for the dormitory and food workers and he hopes to work out most of these inequities before fall. He also reported that he is now starting a training program for first level supervisors as the training of this class of personnel at Ohio University has been inadequate in the past.

Another problem has been the lack of communication between the employees and the administrative officials. He is planning to start a management magazine and has employed William Rose, former editor of the McBee organization magazine to edit this magazine.

Mr. Wilson reported that he hopes to start negotiations with the union immediately and have any problems worked out by the middle of July.

Mr. Hall suggested we attempt to contact the other universities and the Board of Regents and bring them in on discussions with the union as it seemed to be the feeling of the Board that Ohio University would be the first one to be "picked off" by the union and any advances made by the union at Ohio University would be carried to all the other universities in the very near future.

Mr. Brown suggested we bring the Attorney General in on the discussions early.

Mr. Baxter pointed out that the immaturity before referred to in the labor relations in southeastern Ohio was fast disappearing and the leadership was much better than in the past.

Mr. Morris suggested Mr. Hall's proposal be further investigated. President Alden agreed to bring up Mr. Hall's proposal to bring in the other state-assisted universities and the Board of Regents on the original discussions with the union at the meeting he was having with the university presidents and Board of Regents on Thursday evening.

Mr. Johnson agreed to appoint a committee of the Board of Trustees to work with the administration in Athens on union problems.

The Board now recessed for lunch.

During the luncheon, Vice President Whalen introduced Dean Thomas O'Keefe, Dean of Student Affairs, for a short report on student problems anticipated for the 1968-69 year.

He reported as follows:

I anticipate a difficult year, but, I hope, one in which we will be well prepared. It will be a difficult year because we are faced with the gravest problems and issues in the history of education. We are facing the struggle for student power as well as problems of maintaining law and order which came out of the civil rights movements and the peace movement, and are confronted with all of their tactics and devices. The university is mirroring the turmoil that has been generated in society by the most well-educated, affluent but social problem oriented youth who have disrupted society and colleges as well.

We must work increasingly with campus moderates. We can isolate the radicals from exploitable issues. We must respond to, and encourage, those who have intelligent ideas for improvement and change within the system. Moderates are asking for change, for increased group and individual responsibilities, for social conditions and educational decisions. We heard the President of the Senior Class say this at graduation. Moderates are asking, like state governments do, for decentralization of power and local decision making.

122

121

120

We have hired a new adviser to Student Congress, Walker Lewis, from Dayton, Ohio. Walker is a Harvard graduate who served on Harvard student government committees. He wrote for the New York Times. He traveled the world as a Corning Fellow and brings an increased level of knowledge and sophistication to the complex issues facing us in Student Affairs.

We are hopeful we have already had some effect on next year's Post staff. We brought the editors together, confronting them directly with an analysis of the past year's editorial policies and the reactions of people within and without the University. Out of this meeting came a revised Post Policy Statement and the Institution of a Publications Board with Mr. John Wilhelm, Journalism School Director; James Buchanan, Public Information Director; myself; and the three leading editors as members. The group plans to meet regularly next year, and to invite written suggestions and criticisms, and reply to written complaints. The Journalism School and Public Information Office are involved now not in censorship but in post-publication review. We will advise impartial, balanced coverage and ask for personal opinions to be relegated to editorials and signed articles.

We can't predict what will happen next year; but we know we will face some grave problems. We shall try to be prepared and have good people and programs.

The Chairman then called the Board to order again after lunch and Vice President Whalen was asked what the greatest student problems he anticipated for next year would be, and what his recommendations for solving them were. He reported the hours for women and the 3.2 beer problems would be the two most talked about and urgent problems next year.

Vice President Whalen reported that he would not recommend 3.2 beer in the dormitories. Possibly he would recommend the sale of 3.2 beer in the Baker Center one or two days a week under strictly supervised conditions. He also felt that on January 1, if everything continued to go well with the senior women's hours, he would probably recommend this option be extended to junior girls whose parents approved the elimination of hours.

Vice President Whalen indicated he would give a full report to the Board of Trustees of the past experience on women's hours.

The Chairman agreed to appoint a committee of the Board of Trustees to work with the administrative officials on the students' activities during the next year.

Assistant to Vice President Whalen, James Henderson, then presented a form of resolution to the Board that was required by the Federal Disaster Act in order to file a request for reimbursement for flood loss incurred during the past flood.

In answer to a question Mr. Henderson reported that the probable flood loss this year would total \$250,000. The biggest losses occurred in equipment in the basement of Porter Hall and the floor of Grover Center was again flooded and would probably have to be replaced.

There was a discussion of this recommendation. It was then moved by Mr. Hall, seconded by Mr. Casto, and unanimously carried that the following resolution be adopted.

BE IT RESOLVED by The Board of Trustees of Ohio University, that R. James Henderson, Assistant Vice President, be and he is hereby authorized to execute for and in behalf of Ohio University, a public entity established under the laws of the State of Ohio, this application and to file it in the appropriate State office for the purpose of obtaining certain Federal financial assistance under the Federal Disaster Act (Public Law 875, 81st Congress; 42 U.S.C. 1855-1855g).

It was then moved by Mr. Herrold, seconded by Mr. Brown, that President Vernon R. Alden be employed as President of Ohio University for the fiscal year commencing July 1, 1968, and ending June 30, 1969. His salary shall be the same as present with the same fringe benefits as this year.

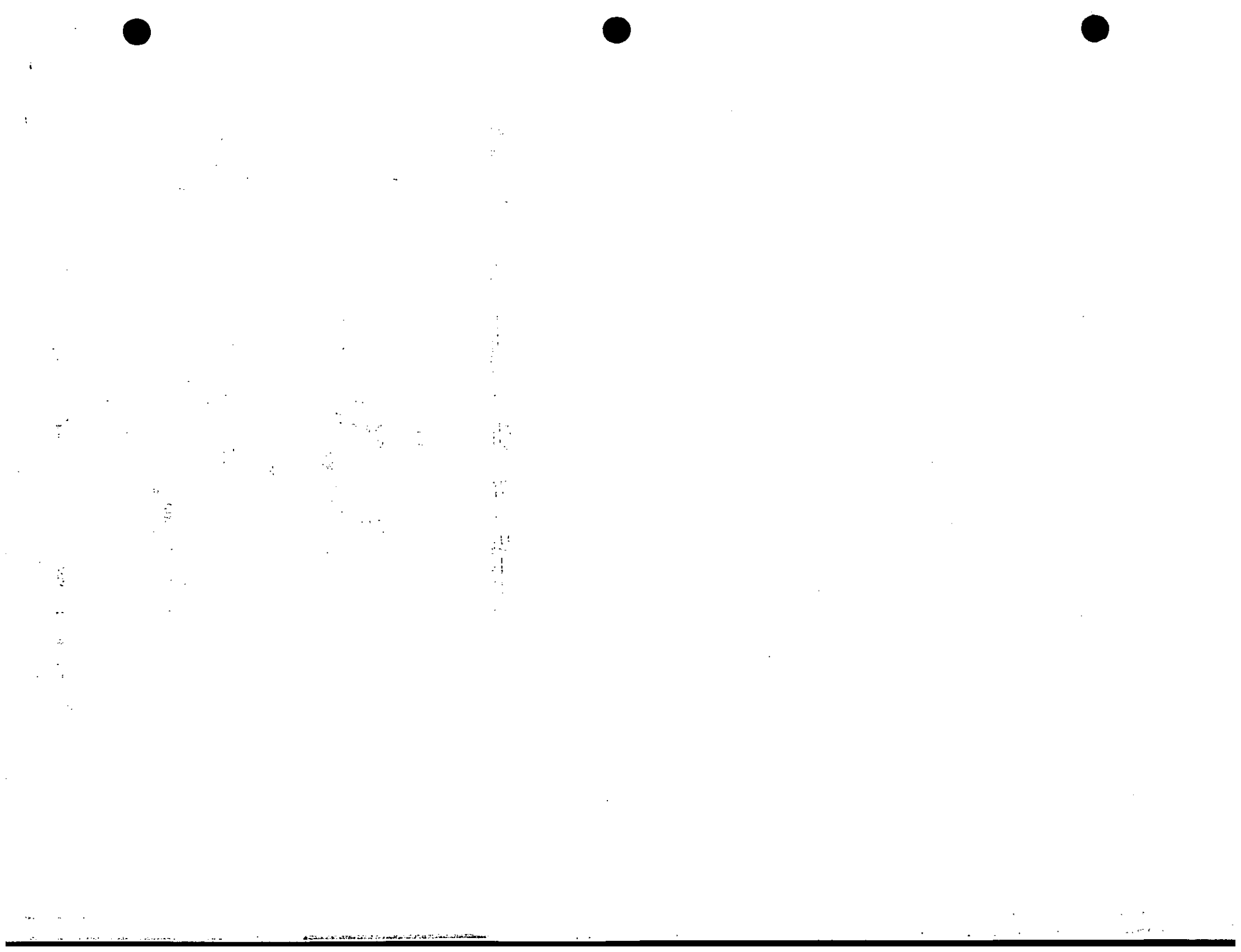
It was then moved by Mr. Herrold, seconded by Mr. Brown, and unanimously carried that Paul R. O'Brien be elected Secretary of the Board of Trustees for the fiscal year commencing July 1, 1968, ending June 30, 1969, at the same salary he received during the past year.

There then followed a discussion of the salaries for the other senior administrative officers and after a discussion, it was moved by Mr. Hall, seconded by Mr. Stocker, and unanimously carried that in the future the Board of Trustees will review the salaries of the Provost, The Vice Presidents, the Treasurer, and Secretary of the Board of Trustees, after recommendations by the salary committee of the Board of Trustees which shall be appointed by the Chairman.

119

118

117



There was then a discussion of the election of a Chairman of the Board of Trustees for the coming fiscal year. Mr. Wayne Brown, who ordinarily would accede to the chairmanship, reported that he could not accept the responsibility for the coming year due to previous business commitments and requested he be excused from serving. Mr. Hall, who was next in line, also reported that due to his business commitments, he could not devote enough time to this position for the coming year.

Mr. Brown then moved and seconded by Mr. Herrold, and Mr. Hall that Fred Johnson be elected Chairman of the Board of Trustees for the fiscal year commencing July 1, 1968, and ending June 30, 1969. A vote on this was unanimous with Mr. Johnson not voting.

Mr. Kennedy then moved, seconded by Mr. Stocker, that Joseph Hall be elected Vice Chairman for the fiscal year commencing July 1, 1968, and ending June 30, 1969. A vote on this was unanimous with Mr. Hall not voting.

There was then a discussion of the date for the next meeting and it was determined that under the present circumstances there should be another meeting held this summer, and it was then determined that the next meeting would be held July 17 at 10:30 a.m. at the Athletic Club in Columbus, Ohio. At this meeting the Chairman indicated the make-up of the committees for the coming fiscal year would be announced.

There being no further business, the Board adjourned.

Fred H. Johnson, Chairman

Paul R. O'Brien, Secretary

117

116

