

**THE UNIVERSITY OF WYOMING
MINUTES OF THE TRUSTEES**

February 9, 1959

**For the confidential information
of the Board of Trustee**

President Hansen called the Board of Trustees to order at 10:15 a.m. on February 9. The following members answered the roll call: Hansen, Sullivan, Reed, Patterson, Brough, Jones, Newton, Peck, McIntire and, ex-officio, Linford and Humphrey. Absent were: McCracken, Chamberlain, Bush and, ex-officio, Hickey.

Mr. Brough moved that the minutes of the December 12-13 meeting of the Board be approved as written. Mr. Sullivan seconded the motion and it was carried.

Dr. Humphrey reported that the enrollment for the spring semester totaled 3,357 as of February 6, as compared with 3,205 for the same date in 1958, and that there probably would be 60 to 70 more students enrolling before registration closed.

1. Mr. Newton moved that the Board approve the appointment of Mr. Ted Egri as Supply Lecturer in Art, effective February 1, 1959, at a salary rate of \$2,500 for the second semester of the 1958-59 academic year. Mrs. Patterson seconded the motion and it was carried.

Dr. Humphrey's recommendation with respect to employment of a supply instructor in Student Personnel and Guidance led to a discussion which continued for most of the remainder of the morning with regard to the need for closer supervision of students who have difficulty with their courses of study. President Humphrey explained the procedure followed by the Division of Student Personnel and Guidance in testing, in providing study skills classes, and in instructing advisors as to their responsibility with regard to counseling students. He pointed out that at least 90 per cent of the instructors make every effort to work closely with students, that many students do not respond to the efforts of their instructors, and that while he felt there was always

APPROVAL OF MINUTES

ENROLLMENT

APPOINTMENTS

Egri

room for improvement the picture was not nearly as bad as it might seem to the Trustees from the isolated cases of neglect that were brought to their attention.

It was finally moved by Mr. McIntire, seconded by Mr. Peck and carried that the following appointments be approved:

2. Dr. Bernard V. Rezabek as Associate Professor of Secondary Education, effective September 1, 1959, at a salary rate of \$7,680 for the academic year 1959-60. Rezabek

3. Mrs. Iris Lamb as Librarian in the University School, effective February 1, 1959, at a salary rate of \$3,768 for the academic year 1958-59. Lamb

4. Mr. Michael J. O'Reilly as Visiting Associate Professor of Law, effective September 1, 1959, at a salary rate of \$7,008 for the academic year 1959-60. O'Reilly

5. Mr. Ernest L. Wirth as Supply Instructor in Student Personnel and Guidance and Acting Supervisor of the Study Skills Center, effective February 1, 1959, at a salary rate of \$4,740 on a twelve-month basis. Wirth

For the information of the Board President Humphrey reported the following resignations: RESIGNATIONS

1. Mr. Gene Hartman, Soil Technician at the Torrington Substation, effective January 31, 1959, to accept a position with the Chester B. Brown Bean Company of Morrill, Nebraska. Hartman

2. Dr. Gale W. McGee, Professor of History, effective January 31, 1959, to enter the U. S. Senate. McGee

3. Mrs. Margaret J. Ponder, Librarian in the University School, effective January 31, 1959, to care for an adopted baby. Ponder

4. Dr. LaVerne Nelson, Instructor and Supervisor of the Study Skills Center, effective January 31, 1959, to accept a position at North Dakota Agricultural College. Nelson

Mr. Newton moved, Mrs. Patterson seconded, and it was carried that the following leaves of absence be approved:

LEAVES OF ABSENCE

1. A sabbatical leave for Dr. Richard L. Hillier, Professor of English, for the spring semester of the 1959-60 academic year to permit him to do research in the libraries of the University of Pennsylvania and Princeton University and to compile an anthology of poems written about poetry, the leave to be contingent upon Legislative approval of that part of the budget in which provision for leaves is made and upon the University's ability to make additional funds available in the 1959-60 working budget for sabbatical leave replacements.

Hillier

2. A leave without pay for Mr. Robert I. Russin, Professor of Art, for the remainder of the 1958-59 academic year to permit him to sculpt a large monument to Abraham Lincoln to be placed on the summit of the Lincoln Highway.

Russin

Mr. Reed moved, Mrs. Patterson seconded, and it was carried that the Board authorize appropriations as follows:

BUDGET CHANGES

1. Department of Secretarial Science. An appropriation of \$300 for a part-time instructor to teach the Personal Typewriting course and three laboratory sessions in typewriting during the spring semester.

Department of Secretarial Science

2. Red Buttes Fish Hatchery. An appropriation of \$217.53 to cover the cost of additional electrical fixtures and appliances for the residence at the old Red Buttes fish hatchery to make the place more livable.

Red Buttes Fish Hatchery

3. Rodeo Team. Mr McIntire moved that the Board authorize an appropriation of \$3,600 to cover the estimated cost of per diem, mileage, and uniforms for the Rodeo Team for the 1959 season. Mr. Newton seconded the motion and it was carried.

Rodeo Team

Mr. Reed moved, Mr. Peck seconded, and it was carried that the Board approve the action taken in authorizing the following change orders:

CHANGE ORDERS

Wyoming Union Addition - Garton and Garton, Inc.

Change Order No. 5:

Change face brick walls in basement areas as follows:
Delete buff face brick (standard size) and common bond
as called for and add Red Norman brick, smooth face,
stacked bond, for the sum of. +\$220.58

Veterinary Medical Research Center - Spiegelberg Lumber
and Building Company:

Change Order No. 2:

Change electrical service to provide for meter
settings on pole at north of building \$143.75
Change roof flashing at duct for Isolab. from
galvanized iron to lead 19.94
Provide water service valve and box 90.05 +\$253.74

The Board examined the financial statement for the Car Pool for the year November 1, 1957 through October 31, 1958, showing a net gain of \$803.91 for the period. Mr. Reed moved that the Board express appreciation for the fine report of the Car Pool's operation. Mr. Newton seconded the motion and it was carried.

CAR POOL REPORT

The Board considered a recommendation from Mr. F. H. Porter, architect for the proposed new dormitories, recommending that he be authorized to employ a food equipment layout consultant to plan the food equipment to be included in the call for bids and made a part of the contract for construction of the new men's dormitories and food service unit. It was the consensus of the Board that a consultant should be employed but Dr. Humphrey was directed to inform Mr. Porter of the Board's wish to have the consultant's plans and specifications made available directly to the Board for consideration so that if the Board decided to call for separate bids on the food service equipment it could do so.

BUILDING PLANS -
DORMITORIES

The Board adjourned for lunch at 12:35 and reassembled at 1:45 p.m., with the same members present who were present for the morning session.

Mr. McIntire moved, Mr. Sullivan seconded, and it was carried that the following resignations included in the Addendum to the President's Report be approved:

1. Mrs. Nellabeth Ingalsbe, Home Demonstration Agent in Albany County, effective April 15, 1959, to become an active partner in her husband's business.

2. Dr. R. H. Walker, Assistant Professor of American Studies and Acting Director of the School of American Studies, effective August 31, 1959, to accept a position at George Washington University.

3. Dr. J. R. McDaniel, Assistant Director of the Student Health Service, effective February 3, 1959, to move to a lower altitude.

Mr. Reed moved that the Board authorize a sick leave for Mr. R. E. Conwell, Professor of Economics, effective January 21, 1959 and continuing through the spring semester of 1958-59 because of a skull fracture he sustained in an accident on the Laramie ice skating rink. Mr. Sullivan seconded the motion and it was carried.

1. Department of Zoology and Physiology. Mr. Reed moved that the Board authorize an appropriation of \$109.43 to cover the cost of repairing a sink in one of the zoology laboratories and installing a light over a cabinet. Mr. Sullivan seconded the motion and it was carried.

2. Department of Electrical Engineering. Mr. McIntire moved that an appropriation of \$499.50 be authorized to permit employing a graduate assistant to give extra laboratory help needed in the department as a result of the sick leave granted to Professor F. J. Spenner. Mr. Reed seconded the motion and it was carried.

3. University School. Mrs. Patterson moved that the Board authorize an appropriation of \$1,390 for the University School for the remainder

RESIGNATIONS

Ingalsbe

Walker

McDaniel

LEAVE OF ABSENCE

Conwell

BUDGET CHANGES

Department of Zoology and Physiology

Department of Electrical Engineering

University School

of the 1958-59 fiscal year, to be divided as follows: Supplies, \$750; Contractual, \$275; and Travel, \$365. Mr. Reed seconded the motion and it was carried.

4. Radiological Control Program. Mr. Sullivan moved that the Board authorize an appropriation of \$1,206.65 to provide film badge service, to employ a part-time records clerk, and to provide for an approved radiation waste disposal area and maintenance service for the remainder of the 1958-59 fiscal year. Mr. Reed seconded the motion and it was carried.

Dr. Humphrey called attention to the fact that the action taken by the Board at the December meeting in authorizing a bonus for the football coaching staff conflicted with the policy of not awarding further bonuses to coaches which was established by the Board in April 1958. He presented a letter from Athletic Director G. J. Jacoby recommending that bonuses be given only in years in which teams engage in post-season activity and read a letter from Mr. McCracken stating his belief that bonuses for the football coaching staff should not be confined to only those years in which the team participates in a bowl game.

After some discussion, Mr. Reed moved that the action taken by the Board in April 1958 setting a policy of not awarding further bonuses to coaches in recognition of conference championship teams be rescinded. Mr. Brough seconded the motion and it was carried.

Mr. Reed then moved that the Board rescind the action taken at the December 12-13 meeting in authorizing a bonus of \$2,500 for the football coaching staff. Mr. Brough seconded the motion and it was carried.

There was considerable discussion of the practice of awarding bonuses to athletic coaches when similar recognition is not given for

Radiological Control
Program

BONUS FOR FOOTBALL
COACHING STAFF

championship judging teams, debating teams, etc. Mr. Jacoby was invited into the meeting at 3:00 p.m. and he expressed himself as being in opposition to awarding any bonuses. He stated, however, that, since members of the coaching staff had learned of the Board's action in authorizing a bonus at the December meeting, he felt some provision would have to be made for the additional compensation this year.

Mr. McIntire moved that the Board authorize payment of additional compensation in the amount of \$2,000 to the football coaching staff for special services rendered during a period of approximately six weeks after the end of the regular season, such payment to be made from the income received from the Sun Bowl game. Mr. Reed seconded the motion and it was carried.

Mr. Jacoby distributed copies of a proposed new five-year contract for Mr. Robert S. Devaney, Head Football Coach, to replace the three-year contract which had been in force for two years. After careful consideration of the provisions of the new contract, it was moved by Mr. Peck, seconded by Mr. Newton, and carried that the contract be approved with one minor amendment.

THIS AGREEMENT, made and entered into this 11th day of February A. D. 1959, by and between the Trustees of the University of Wyoming, acting by and through the President of the University and the Director of Finance and Budget and Deputy Treasurer thereof, who have been duly authorized to act for said Trustees and for the University of Wyoming, Party of the First Part, and Robert S. Devaney, Party of the Second Part.

W I T N E S S E T H

WHEREAS, all obligations under the present contract with Robert S. Devaney, Head Football Coach, dated February 14, 1957, have been faithfully performed to date; and

WHEREAS, the parties concerned desire to rescind said contract and to enter into a new contract with said Head Football Coach,

NOW, THEREFORE, it is agreed as follows:

1. The Party of the First Part agrees to, and does hereby employ the Party of the Second Part as Head Football Coach at the University

CONTRACT FOR HEAD
FOOTBALL COACH

of Wyoming, for a period of five (5) years, commencing at midnight on January 31, 1959, and expiring at midnight on January 31, 1964, at a salary rate of twelve thousand five hundred dollars (\$12,500.00) from February 1, 1959 to June 30, 1959; thirteen thousand dollars (\$13,000.00) from July 1, 1959 to June 30, 1960; thirteen thousand five hundred dollars (\$13,500.00) from July 1, 1960 to June 30, 1961; fourteen thousand dollars (\$14,000.00) from July 1, 1961 to June 30, 1962; fourteen thousand five hundred dollars (\$14,500.00) from July 1, 1962 to June 30, 1963; and fifteen thousand dollars (\$15,000.00) from July 1, 1963 to January 31, 1964, the expiration date of the contract, payable in monthly installments at the end of each and every month during which the Party of the Second Part is actually engaged in the services of the Party of the First Part.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that for the bona fide and faithful performance of this agreement, and each and every clause thereof, the Party of the Second Part, as additional security for the fulfillment of the terms of this agreement, hereby agrees to deposit with the Party of the First Part on or before the 15th day of February, 1959, the sum of seventy-five dollars (\$75.00) and a like sum on or before the 15th day of each and every month thereafter during the term of this agreement, which sums so deposited, shall be invested by the University of Wyoming Director of Finance and Budget and Deputy Treasurer in Government Bonds or other mutually agreeable investments, payable to the order of Robert S. Devaney and endorsed by the Party of the Second Part, the same to be held in possession of the University of Wyoming as a fund to secure the performance by the Party of the Second Part of his part of this contract. Should the Party of the Second Part violate or breach any of the clauses of this agreement, then it is agreed by and between the parties hereto that the said fund shall be retained by the Board of Trustees of the University of Wyoming, as liquidated damages for such violation and breach. However, should the Party of the Second Part fulfill his agreement, or in the event he is unable to do so because of circumstances over which he has no control (such as death, illness, tragedy or other similar acts of God), which would incapacitate him in performing the duties required of him by the terms of this agreement, then in either event, the Party of the First Part will return to the Party of the Second Part, the Government Bonds or securities so purchased as aforesaid, together with accrued interest thereon.

It is further agreed that the University-owned dwelling at 719 Ivinson Avenue, Laramie, Wyoming, will be available as living quarters for the Head Football Coach at a rental fee of fifty dollars (\$50.00) per month. All utilities will be paid to the University of Wyoming by the occupant. General repairs, maintenance and taxes, if any, will be accomplished by the University without cost to the occupant.

2. The Party of the Second Part hereby accepts said employment during said period and agrees to perform the services required of him as Head Football Coach and to devote all his working time, labor and skill and his best endeavors towards the upbuilding of football teams at the University of Wyoming.

3. The Party of the Second Part agrees, during the term of his contract, not to engage his time or attention, or to be interested,

directly or indirectly, in any other business of a similar nature during the period of this contract, unless he obtains permission to do so from the President and Athletic Director of the University.

4. The President of the University, by and with the consent or direction of the Party of the First Part, may terminate and cancel this contract without notice for any of the following reasons:

(a) Should the Party of the Second Part conduct himself in a manner unbecoming to that of a faculty member of an educational institution.

(b) Should the Party of the Second Part become mentally or physically unable to perform his duties in the capacity for which he is employed.

(c) Should the Party of the Second Part be guilty of insubordination to any of his superior officers.

(d) Should the Party of the Second Part be guilty of malfeasance, misfeasance or nonfeasance in office.

(e) Should the Party of the Second Part be guilty of noncompliance with any institutional, Conference or NCAA legislation.

(f) In the event the University of Wyoming should discontinue intercollegiate football as a part of its intercollegiate sports program, this contract would be null and void.

5. If said contract is terminated because of default in any of the conditions or stipulations hereinabove provided, or in any other way, all obligations hereunder shall cease and terminate except for any adjustment of salary previously earned.

6. The reasonable traveling expense and hotel bills, while so traveling, and the legitimate and reasonable expense of the Party of the Second Part in connection with the work of the Party of the Second Part, shall be paid by the Party of the First Part, in addition to said fixed salary. An itemized statement of such traveling expense, hotel bills, and legitimate and reasonable expense shall be furnished by the Party of the Second Part to the Party of the First Part, but in no event shall such expenses be in excess of the expenses allowed by the State Law to employees of the University of Wyoming.

7. It is understood and agreed that this contract carries with it membership in the Wyoming Union by the Party of the Second Part and acceptance of the obligations for payment of all dues to the Union. It is also understood and agreed that the Party of the Second Part will be subject to all other obligations attached to said membership.

8. In the event the position of Athletic Director at the University of Wyoming is permanently vacated during the term of this contract, the Party of the Second Part, Mr. Robert S. Devaney, Head Football Coach, shall be offered the position upon such terms as shall be mutually agreed upon by the parties hereto.

IN WITNESS WHEREOF, the Party of the First Part has caused these presents to be executed by its duly authorized officers, the President of the University of Wyoming, and the Director of Finance and Budget and Deputy Treasurer thereof, and the Party of the Second Part has set his hand and seal, the day and date first above written.

THE TRUSTEES OF THE UNIVERSITY OF WYOMING
Party of the First Part

Witness: /s/ Tom Womack

By: /s/ G. D. Humphrey
President of the University of Wyoming

Witness: /s/ Vallie Dunn

By: /s/ L. G. Meeboer
Director of Finance and Budget and
Deputy Treasurer

Witness: /s/ Jean M. Jackson

/s/ Robert S. Devaney
Party of the Second Part

Approved: /s/ Glenn J. Jacoby
Director of Athletics

Mr. McIntire then moved that the Board approve the letter of agreement with regard to the salaries of assistant coaches and the upkeep and maintenance of the University-owned dwelling designated as living quarters for the Head Football Coach. Mr. Reed seconded the motion and it was carried.

LETTER OF AGREEMENT

The following stipulations are mutually agreed upon by the Board of Trustees, University of Wyoming, or their authorized representatives, and Head Football Coach Robert S. Devaney.

1. The football coaching staff, University of Wyoming Athletic Department, shall consist of a Head Football Coach and five (5) assistant coaches. These assistants shall be employed on a year to year basis and shall be responsible to the Head Football Coach. Their duties shall be as mutually agreed upon by the Athletic Director and the Head Football Coach. Effective July 1, 1959, these assistants shall be given a salary raise of three hundred dollars (\$300.00) per year for each and every year during the term of this contract. Any replacement of an assistant coach leaving the employ of the University of

Wyoming during the term of this contract shall be mutually agreed upon by the Head Football Coach, Athletic Director and President of the University of Wyoming, including salary terms for such replacement.

The University owned dwelling at 719 Ivinson Avenue, and designated as living quarters for the Head Football Coach, shall be maintained as follows:

a. All maintenance and repair of the buildings as required shall be accomplished by the University without cost to the occupant.

b. The upkeep and condition of the premises shall be accomplished by the University without cost to the occupant.

c. It shall be the responsibility of the Superintendent of Buildings and Grounds to maintain this University property in the same condition and manner as other University properties.

THE TRUSTEES OF THE UNIVERSITY OF WYOMING

Witness: /s/ Tom Womack

By: /s/ G. D. Humphrey
President of the University of Wyoming

Witness: /s/ Vallie Dunn

By: /s/ L. G. Meeboer
Director of Finance and Budget and
Deputy Treasurer

Witness: /s/ Jean M. Jackson

/s/ Robert S. Devaney
Head Football Coach

Approved: /s/ Glenn J. Jacoby
Director of Athletics

Date: February 11, 1959

There was a brief discussion as to whether or not the basketball coach, Mr. Everett Shelton, should be retained beyond July 1, 1959, and, if so, in what capacity. It was decided that action on the question should be deferred until the March meeting of the Board. Mr. Jacoby then left the meeting.

BASKETBALL COACH

College of Arts and Sciences. Mr. McIntire moved that the Board authorize an appropriation of \$4,489 to provide additional funds needed for the instructional program in the College of Arts and Sciences during the spring semester, to be divided as follows: Department of Art, \$1,000; Department of English, \$600; Department of Chemistry, \$500; Department of Modern Languages, \$1,089; Department of Speech, \$800; and Department of Zoology, \$500. Mrs. Patterson seconded the motion and it was carried.

BUDGET CHANGE

College of Arts
and Sciences

President Humphrey stated that the City Council was considering a plan to rezone the area from 3rd to 9th Street as a business district, and that if this were done the University-owned dwelling at 719 Iverson would be included in the rezoned area. He asked the Board's direction as to the position the University should take with regard to the matter. Mr. McIntire moved that the University take no position with regard to the proposed rezoning. Mr. Newton seconded the motion and it was carried.

Dr. Humphrey reported that a total of \$10,477.37 had been collected in the drive for funds to send the University Band to the Sun Bowl and that \$8,400.02 had been spent for the trip, leaving a balance of \$2,077.35. Mr. Jones moved that the balance be held in a fund for use in sending the Band on short trips with the football team in the future. Mrs. Patterson seconded the motion and it was carried.

The Trustees considered a request from the Institute of International Affairs Committee for permission to invite Mike Menshikov, Russian ambassador to the United States, to lecture at the 1959 summer institute, for which the general theme is to be "Soviet Union's Prospects for Tomorrow." Mr. Peck moved that the Board inform the Committee of its awareness of the desirability of learning more about Russia but of its feeling that it would be better not to invite the Russian ambassador to speak at the Institute. Mr. McIntire seconded the motion and it was carried.

President Humphrey explained in some detail the status of the University's Legislative program. He stated that he had presented the University's budget to the Ways and Means Committee, that he did not know what recommendations would finally be made with regard to the University's appropriation, and that he could make no recommendations

REZONING FOR BUSINESS
DISTRICT OF AREA
INCLUDING UNIVERSITY
PROPERTY

SUN BOWL BAND FUND

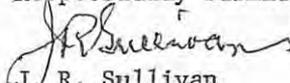
INSTITUTE OF
INTERNATIONAL
AFFAIRS

LEGISLATIVE PROGRAM

as to necessary adjustments until after final action had been taken. He stated that he had appeared before the Revenue Committee to present information concerning the bond issue covering proposed new construction and land purchase at the University, and that he would appear before the Committee again in a few days. Asked about the legislation affecting the junior colleges, Dr. Humphrey stated that he saw no reason why the bills, with some minor amendments, would not pass without difficulty.

The Board adjourned at 6:00 p.m. to meet again on March 6-7.

Respectfully submitted,


J. R. Sullivan
Secretary