

# UCCSN Board of Regents' Meeting Minutes December 13-14, 1956

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## UNIVERSITY OF NEVADA REGENTS MEETING December 13, 1956

The Board of Regents met in regular session in the President's office at the University on Thursday, December 13, 1956. The meeting was called to order at 2:20 P.M. by Chairman Ross. Present: Regents Hardy, Grant, Thompson, Lombardi, Ross; Comptroller Hayden and President Stout. Academic Vice President Wood and Engineer Poolman were present to discuss items of business in their areas. Dr. Fred M. Anderson, Regent-Elect, was present as an observer.

University News Editor Laxalt and Reporter Friel covered the meeting.

### 1. Minutes of Previous Meeting

Motion by Mr. Grant carried unanimously that the minutes of the meeting of October 29, 1956 be approved.

### 2. Comptroller's Claims

Claims which had been approved by the Executive Committee were presented for approval of the Board.

Motion by Dr. Lombardi carried unanimously that the claims be approved, as follows:

Regents Checks, numbers 67-53 to 67-84 inclusive, for a total of \$440,410.13 for October.

State Claims, numbers 67-42 to 67-57 inclusive, for a total of \$172,509.87 for October.

Regents Checks, numbers 67-71A to 67-94 inclusive, for a total of \$364,112.24 for November.

State Claims, numbers 67-58 to 67-75 inclusive, for a total of \$207,231.76 for November.

### 3. Personnel Recommendations

Personnel recommendations were presented.

Motion by Dr. Lombardi carried unanimously that the personnel recommendations be approved, as follows:

#### STATEWIDE DEVELOPMENT PROGRAM OF HIGHER EDUCATION

##### Las Vegas Branch

Supplementary contract for Warren Frank, Art, at a salary of \$300 for the period October 11, 1956 to January 25, 1957 (Boulder City).

##### Evening Division - Reno Area

Supplementary contracts as follows:

Kenneth C. Bradshaw, Mathematics, at a salary of \$112.50 for the period November 19, 1956 to December 10, 1956.

Walter E. Mientka, Mathematics, at a salary of \$112.50 for the period December 17, 1956 to January 21, 1957.

Russell R. Elliott, History and Political Science, at a salary of \$112.50 for the period November 21, 1956 to January 23, 1957.

##### Evening Division - Off Campus

Supplementary contract for W. H. Halbertstadt, Philosophy, at a salary of \$375 for the period November 1, 1956 to February 15, 1957 (Winnemucca).

Appointment of Mrs. Mary Woods, English, at a salary of \$375 for the period October 15, 1956 to January 31, 1957 (Fallon N. A. S.).

### 4. Gifts

Gifts received by the University were presented for acceptance by the Board of Regents.

Motion by Mr. Hardy carried unanimously that they be accepted, as follows, and that notes of thanks be sent the donors on behalf of the Board of Regents:

- 1) From Mrs. Frank Humphrey of Reno \$25 for "The Messiah".
- 2) From Mrs. Guy Bowman of Reno, \$25 for "The Messiah".
- 3) From Mrs. Ruth B. Matley of Reno (daughter of Professor Bixby), \$50 for the Bixby-Boardman Memorial Fund.
- 4) From Mr. Jim Mc Cutchan of Visalia, California, \$10 for the Bixby-Boardman Memorial Fund.
- 5) From Mr. Donald Cole of Whittier, California, \$5 for the Bixby-Boardman Memorial Fund.
- 6) From the following donors, contributions making a total of \$200 to establish the John Scott Buchanan Memorial Student Loan Fund, in memory of Lt. John Scott Buchanan of Sparks, a former student of the University who was recently killed in an automobile accident.

Mr. and Mrs. E. B. Bailey, Reno - \$5  
Mr. Robert Baker, Sparks - \$5  
Mr. and Mrs. Wayne M. Braley, San Francisco,  
California - \$10  
Mr. and Mrs. Julius Broili, Reno - \$5  
Mrs. F. M. Buchanan, Sparks - \$25  
Mr. and Mrs. Ray Buchanan, Oakland, California -  
\$10  
Mrs. Lulu Grimmer, Reno - \$5  
Mr. and Mrs. Harold P. Hansen, San Leandro,  
California - \$10  
Mr. and Mrs. A. H. Melner, Reno - \$5  
Mr. and Mrs. Harry Metzger, Reno - \$3  
Mr. and Mrs. Ted Miller, Oakland, California - \$10  
Mr. and Mrs. Richard O'Boyle, Reno - \$10  
Mr. and Mrs. George Parker, Reno - \$5  
Mr. and Mrs. George Porter, Chico, California - \$10  
Mr. and Mrs. George W. Pierce, Jr., Reno - \$5  
Mrs. Bertha J. Purdy, Sparks - \$2.50  
Mrs. Frances B. Sigg, Reno - \$5  
Mr. and Mrs. Lyle R. Stout, Reno - \$5  
Mr. and Mrs. V. H. Van Liew, Reno - \$5  
Mr. and Mrs. C. Earl Wilson, Oakland, California -  
\$10  
Mr. Harry A. Weil, Jr., Reno - \$10  
Kiwaniannes, Reno - \$5  
Reno Business and Professional Women's Club - \$3.50

Reno Business and Professional Women's Bridge Club

- \$26

Cub Scout Pack No. 306, Reno - \$5

- 7) From Dr. Fred M. Anderson of Reno, \$100 for purchase of books on Biology, and \$10 for purchase of books in memory of Mrs. Emmett Walsh.
- 8) From Edward R. Uhlig, B. S., U. N. 1948, \$25 under the General Electric Corporate Alumnus Program, whereby matching contribution will be made by General Electric.
- 9) From Claude P. Hamilton, B. S., U. N. 1913, \$100 under the same General Electric Corporate Alumnus Program.
- 10) From General Electric Company, \$25 to match the contribution of B. E. Belnap, under the General Electric Corporate Alumnus Program.
- 11) From Kennecott Copper Corporation of Mc Gill, \$250 as a matching grant-in-aid for the Kennecott Copper Corporation Scholarship.
- 12) From the Altrusa Club of Las Vegas, \$400 for the Nevada Southern Campus Fund.
- 13) From the Las Vegas Women's Service League, \$4,000 for the Nevada Southern Campus Fund.
- 14) From the Las Vegas Branch of the American Association of University Women, \$350 for the Nevada Southern Library.
- 15) From the following donors, a total of \$11,100 for the development of laboratories in the Las Vegas classroom building:
  - Guy F. Atkinson Company, Henderson - \$500
  - Espey Brothers, Las Vegas - \$100
  - Henderson Telephone Company, Henderson - \$100
  - Clark County Wholesale Mercantile Company, Las Vegas - \$100
  - Precision Engineering, Las Vegas - \$50
  - Inland Service and Supply Company, Las Vegas - \$100
  - Taylor Steel Company, Henderson - \$100
  - Manganese, Inc., Henderson - \$1000
  - Stauffer Chemical Company, Henderson - \$2000
  - American Potash and Chemical Company, Henderson -

\$2500

Crane & Rigging, Inc., Las Vegas - \$50

Las Vegas Building Materials, Inc., Las Vegas -  
\$500

Titanium Metals Corp. of America, Henderson -  
\$3500

U. S. Lime Products Corporation, Henderson - \$500

- 16) From Southern Nevada Power Company, contribution of service in connection with installation of power line to the Campus site. A letter from Mr. Waite, Customer Service Agent, states, "This cost will serve as the Southern Nevada Power Company's contribution to your effort." Estimated cost of the service, approximately \$1000.

#### 5. Alma M. Holmshaw Estate

President Stout presented correspondence from Hayes E. Shaffer, Executor of the Estate, and from Samuel Platt, Attorney for the Estate, concerning the Will and Testament of Alma M. Holmshaw. Paragraph 19th of the Will states:

NINETEENTH: I hereby give, devise and bequeath all of my legal right, title, interest and equity in and to the NEVADA AUTO SUPPLY COMPANY, with principal place of business at 301 South Virginia Street, Reno, Nevada, to the UNIVERSITY OF NEVADA situated at Reno, Nevada. It is my desire and wish, if possible and practical, that the University of Nevada continue its active co-operation for the conduct and operation of the business, without however, depriving the said University of discretion to dispose of this interest, if they should find it necessary and practical so to do. In the event this interest should be sold, it is my wish, and I hereby direct, that the net profits of said sale be reinvested for the uses and purposes hereinafter mentioned. It is my further desire and wish that the said University of Nevada, through its duly qualified Regents or other appropriate officials, at the time the within bequest shall go to said University, to establish a separate fund out of the principal or income of said bequest, as the case may be, to be known as "THE HARRY F. HOLMSHAW SCHOLARSHIP". It is my wish and desire and I hereby direct that from any income derived from the conduct of the business of the Nevada Auto Supply Company, or derived from an investment of the principal acquired from the sale of that

interest, if a sale should be determined, the said Regents or other qualified officials of the said University of Nevada shall in their full and uncontrolled discretion, annually make scholarship awards to worthy and deserving students. It is my wish that primary consideration shall be given to the need of the student or students receiving said awards, rather than to their scholastic standing, it being my particular purpose to assist deserving students who would otherwise be unable to continue their studies in the University of Nevada. Said award shall be made regardless of race, sex, color or creed.

Motion by Mr. Hardy carried unanimously that the University accept the bequest and that it be referred to the Attorney General requesting he represent the University in the Estate proceedings and request notices of all actions taken.

#### 6. Retirement Committee

At 2:35 P.M., Dr. Eldon Wittwer came into the meeting as Chairman of the University Retirement Committee to discuss the recommendations of his Committee for changes in the present Retirement Act. His Committee made a survey of retirement plans in other Universities. Following study of the survey, his Committee presented recommendations to the faculty, which were approved, and which were here discussed for the information of the Board. Dr. Wittwer left the meeting at 2:50 P.M.

#### 7. Insurance Program Committee

At 2:50 P.M., Dr. E. M. Beesley came before the meeting as Chairman of the University Insurance Program Committee to explain the findings and recommendations of his Committee. A poll of State-supported schools shows that only 1 out of the 61 institutions which replied had no group insurance program. Dr. Beesley stated that his Committee would recommend that the Legislature be asked to pass permissive legislation authorizing the University to pay part of the insurance premiums. Dr. Beesley left the meeting at 3:10 P.M.

#### 8. Alumni Association

At 3:10 P.M., Mr. Lee De Lauer, President of the Alumni Association, and William Parish, past President, came into the meeting to present two proposals from the Alumni Associ-

ation. Mr. De Lauer proposed that (1) a full-time paid Alumni Director be employed, and (2) a Campus job aid program be inaugurated. The Campus aid program, he said, would be handled by a group both outside and within the Alumni Association as far as fund-raising is concerned, but would be administered by the University. The Alumni Director would be responsible both to the University and to the Alumni Association. He asked that the alumni have the opportunity to select the Director, or to select 2 or more candidates who would be acceptable to the alumni, from which list the Regents would appoint the Director.

Mr. Parish continued the discussion by saying that the alumni believe in a strong athletic program for the University, but that the student job aid program would not be limited to that area. He urged that the alumni have an active part in the selection of a Director, in order to make the alumni feel they are a part of the University program.

To finance these 2 projects, Mr. Parish requested that \$60,000 be added to the biennial budget as an addendum - \$20,000 for the student aid program for 2 years, and \$40,000 for salary and travel expense for the Alumni Director for 2 years.

The Regents asked that the alumni proposals be submitted in writing, giving breakdown of expenses and details. Mr. De Lauer agreed to go back to the Alumni Executive Committee and secure a petition to the Board of Regents.

Mr. De Lauer and Mr. Parish left the meeting at 3:35 P.M.

#### 9. Helen Dalton Estate

Cashier's check in the amount of \$3000 was received from the Estate of Helen Dalton, which decreed this sum to the University of Nevada, as follows:

To the University of Nevada, Reno, Nevada, a land grant College, the sum of \$3000, upon the special trust and confidence that the interest from said sum shall yearly hereafter be paid and allowed for and toward the education of a worthy student of Agriculture from the State of Nevada, for and during and until such a scholar shall be bachelor of arts or science; and then to another worthy student of Agriculture from the State of Nevada to be elected and chosen, which scholar shall, from

time to time, be nominated and elected and chosen by the Directors and President of said University, the scholarship to be known as the "Mary Dalton Scholarship".

Motion by Mr. Thompson carried unanimously that the bequest be accepted and that a letter be sent to the executors of the Will, notifying them of the acceptance.

10. Travis Estate

For the information of the Board, President Stout read a letter from C. William Maxeiner, Attorney, enclosing notices of hearings before the California Superior Court in San Francisco of the settlement of the 4th annual account of the Trustees of the 3 trusts created under the Will of Mr. Travis. The hearings were set for 10 A.M. on December 20, 1956.

11. Remodeling Superintendent's House - Main Station Farm

The following report was submitted:

Comptroller Hayden, Engineer Poolman, Mechanical Engineer Rogers, and 2 members of bidding firms, met in the President's office at the University at 4:00 P.M. on Friday, November 30, 1956, for the opening of bids for Remodeling the Superintendent's House - Main Station Farm, as per bid notice duly advertised in local papers.

Mr. Hayden opened the bids, which were tabulated as follows:

	Base Bid	Alternate #1
Frank Z. Towle	\$2,717.00	Deduct \$100.00
Barnesco, Inc.	2,795.00	Deduct 90.00
Weil Construction Company	2,923.75	Deduct 90.00

The bids were referred to the University Engineer for study and recommendation to the President.

On December 3, 1956 the following recommendation was received by President Stout.

In light of the foregoing bids, we herewith recommend that the base bid of Frank Z. Towle, for \$2,717 be accepted and that he be awarded the contract for this work to begin immediately.



Respectfully submitted,

Robert C. Poolman, University  
Engineer  
P. W. Hayden, Comptroller  
J. E. Adams, Dean Max C. Fleischmann  
College of Agriculture

The above recommendation was accepted and the agreement signed with Frank Z. Towle.

Motion by Dr. Lombardi carried unanimously that the action in accepting the bid of Frank Z. Towle be approved.

## 12. Regulations on Tenure and Academic Freedom

The President placed before the Board a statement on "Regulations on Tenure and Academic Freedom" and explained the process by which it had been considered and approved. A first draft was presented to the general faculty by the President. Each College faculty was asked to elect a member to sit with the Administrative Committee in consideration of the "Regulations". A meeting of the combined group was held on November 26 for a full discussion. It was then duplicated for further consideration at a meeting called for 11 A.M. on the following day. Certain minor changes were made and the material was again duplicated and again each College held a meeting at which the faculty representative presented the revised "Regulations", to the College faculty. At a meeting of the Administrative Committee and the faculty representatives held on December 6, a roll call vote was taken and it was unanimous in favor of the "Regulations" in its present form. The Attorney General was given a copy and has given his opinion that there is nothing in it which is not legally sound.

Motion by Mr. Thompson carried unanimously that the "Regulations on Tenure and Academic Freedom" be adopted, that they become a part of the faculty handbook, and that they rescind all previous statements on tenure.

(See Regulations on Tenure and Academic Freedom text following the minutes of this meeting.)

## 13. Wilbourn Property Offer

As instructed in the meeting of October 29, 1956, Regent

Grant checked into the offer of Mrs. Estelle Wilbourn to sell to the University a little less than 20 acres adjoining its present property for a total price of \$35,000. Mr. Grant reported that inquiry from reliable sources indicated that the price is too high. It was pointed out, further, that the University does not have the money with which to purchase land at this time, and that the need for additional land has not been determined.

Motion by Mr. Thompson carried unanimously that Mrs. Wilbourn be notified that the University is not in a position to accept her offer.

#### 14. Oil and/or Gas Rights - Las Vegas Property

A letter addressed to Regent Grant dated November 16, 1956 and signed by Charles von Goerken of Las Vegas was read, in which the writer requested that a party (not named) be permitted to lease or otherwise obtain the right to drill University property for oil and/or gas. Following general discussion,

Motion by Mr. Grant carried immediately that the letter be acknowledged and referred to the Attorney General for opinion as to the right of the University to enter into such arrangement, and for other legal details.

#### 15. Easement - Las Vegas Property

Request of the Southern Nevada Power Company for an easement on University property for the extension of power poles and lines, which would serve University needs, was acted upon on November 10, 1956, by telephone vote, with Regents Grant, Hardy and Ross voting "aye". Mr. Thompson and Dr. Lombardi were away from the City.

Motion by Mr. Grant carried unanimously that the action in granting the easement be ratified.

#### 16. Sewer System - Las Vegas

A letter from Clay M. Lynch, Clark County Engineering Department, stated that the public sewer system of District No. 1 is now in operation, and that some of the property owners just outside the boundaries of the District have asked that petitions be circulated to expand the District and extend the services. This extension would include the University area. In the general discussion which followed,

the question arose as to whether or not the signing of such petition would place a lien on University property. Mr. Poolman was asked to check into the financial setup and to report to the President, so that action might be taken at the January meeting.

#### 17. Honorary Degrees

On November 19, 1956 the faculty of the Mackay School of Mines voted unanimously to recommend to the Board of Regents that Mr. Noble H. Getchell and Mr. George Wingfield be awarded honorary doctoral degrees in recognition of their outstanding service to the State of Nevada.

Motion by Mr. Hardy carried unanimously that the recommendation made by the faculty of the Mackay School of Mines, approved by the President, in conferring these honorary degrees, be approved.

Motion by Mr. Thompson carried unanimously that the President notify the faculties of each College that they are free to recommend individuals for honorary degrees, if they so desire, as was done by the faculty of the Mackay School of Mines.

#### 18. Cornerstone, Las Vegas Building

Sunday, February 3, 1957, has been set as the date for laying the cornerstone of the Las Vegas Classroom building. Mr. Ross suggested that it would be appropriate to invite the living members of the student body of 1887 (the first student body) to be present at the Las Vegas ceremony. Mr. Ross noted that the fathers of these individuals were present at the cornerstone laying of Morrill Hall, the first building on the Reno Campus, on September 12, 1885. The members of the class to be invited are:

Mary V. Applegate, now Mrs. M. V. Koehler  
Estella B. Ede, now Mrs. J. T. Brooks  
Lottie Fletcher, now Mrs. A. C. Helmold  
Jennie Mc Farlin, now Mrs. Alfred Edmonson  
Orrin Charles Ross, Jr.

Motion by Mr. Grant carried unanimously that the Chairman write to these people extending an invitation on behalf of the Board of Regents to be present at the laying of the cornerstone in Las Vegas on February 3, 1957.

19. North Virginia Street Property

Mr. Hayden reported on the Schmitt and Nielsen property, saying that Mr. Nielsen has engaged an attorney and papers are being prepared for court action.

20. Chairman Ross took note of the fact that his term as Regent will end at the close of the year. He wished for each of the other members of the Board "the same satisfaction in your service to the University that I have gotten out of my service." He spoke of the progress of the University since he first became associated with it, and said that he would be glad to be called upon at any time he could be of help.

The meeting adjourned at 4:35 P.M. until the regular January meeting of the Board.

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UNIVERSITY OF NEVADA  
REGULATIONS ON TENURE AND ACADEMIC FREEDOM

I. Tenure

A. Unless otherwise stated in writing, all full-time faculty appointments will be probationary until notification of change of status is sent to the appointee by this University under the terms and conditions set forth below. Full-time faculty members required to serve a probationary period will, at the expiration of such probationary period, have permanent tenure, and their services will be terminated only for adequate cause, except in the case of retirement for age, financial exigencies, or extraordinary circumstances (such as a state of national emergency or prolonged disability). In the interpretation of this principle of tenure, the following academic practices are operative:

1. The precise terms and conditions of every appointment will be stated in writing and be in the possession of both the University and the faculty member before the appointment is consummated.
2. In no case will the total probationary period at this University exceed 7 years. Because the purpose of the probationary period is to provide an

opportunity for observing the staff member, time spent on leave of absence, regardless of reason, will not be considered as part of the probationary period. This probationary period will include previous full-time service (at the ranks eligible for tenure at the University of Nevada) in other accredited institutions of higher learning. When, however, the new appointee has served 3 or more years at other institutions, this University may require the appointee to serve in probationary status for a period not to exceed 4 years, even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of 7 years. In exceptional cases, permanent tenure may be granted upon appointment to full-time status on the faculty of this University, or at any time thereafter when approved by the Board of Regents upon the recommendation of the President of the University. Except as noted in Section (5), written notice will be given by April 1 prior to the expiration of a probationary first year if the faculty member is not to be continued in service after the expiration of that year; a faculty member who has served 1 or more probationary years will be given written notice by February 1 prior to termination of the contract; provided, however, that a faculty member guilty of moral turpitude automatically forfeits the rights and privileges enumerated herein, regardless of years of probationary service.

3. During the probationary period a faculty member will have the academic freedom hereinafter defined.
4. When he has attained permanent tenure the appointee will be informed immediately in writing by the University.
5. Any case wherein the facts are in dispute regarding termination for cause of a permanent appointment or the release of a faculty member during the probationary period with less advanced notice than that specified in Section (2) shall be considered at a closed hearing by a standing committee of the faculty which will act in an advisory capacity to the Academic Vice President of the University. One person on this committee shall be elected by each

College faculty, two appointed by the Academic Vice President, and the Chairman elected by this group from among its members. At the same time, an alternate shall be chosen in the same manner for each position. Prior to and during the course of hearings and proceedings, the committee members shall not discuss the case except in formal session.

The faculty member concerned will be informed in writing of the charges against him. He will have the opportunity to be heard by the committee in his own defense provided he makes written request to the committee within 30 days of receiving notice. He will be permitted to have with him an advisor of his own choosing, who may act as counsel. There will be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence, the testimony may include that of faculty members and other scholars from this or other institutions. The committee's report and recommendations will be submitted to the Academic Vice President of the University, who will transmit them along with his own recommendation to the President of the University, who will present them with his recommendation to the Board of Regents for its review and decision. The decision of the Board of Regents is final.

6. If a permanent appointment is terminated because of financial exigency, the released faculty member's place will not be filled by a new appointee within a period of 2 years, unless the released faculty member has been offered, and has declined, the reappointment. If a permanent employment is terminated because a special subject has been dropped, or a curriculum or course reorganized, the faculty member concerned will be continued on the faculty in some other capacity, if possible. If any faculty member is dissatisfied with his dismissal under circumstances mentioned in this paragraph, he will be entitled to follow the procedure described in the preceding paragraph. Termination of a permanent appointment because of financial exigency will be demonstrably bona fide.
7. The foregoing principles and regulations governing

tenure apply only to full-time regular employees of the University holding the rank of Instructor, Assistant Professor, Associate Professor, Professor or equivalent ranks in effect at this University. They do not apply to special faculty appointments, which include Visiting Professor, Lecturer, Instructional Assistant, and all term, part-time, or temporary appointments. All special faculty appointments are governed by the terms of the individual contracts.

8. An Administrator who holds academic rank qualifies for the foregoing rights and privileges of tenure by virtue of his academic, but not his administrative status.

## II. Academic Freedom

- A. A faculty member is entitled to freedom in research of his own undertaking, and in the publication of the results, subject to the adequate performance of his other duties. Contractual research conducted for this University will be in harmony with the provisions set forth in memoranda of agreement entered into between the University and industries or other agencies.
- B. The faculty member is entitled to freedom in the classroom in discussing his subject. He is, however, responsible for the maintenance of appropriate standards of scholarship, instruction and good taste. It is not the function of the faculty member to indoctrinate his students with ready-made conclusions on controversial subjects. He is expected to teach students to think for themselves, and to provide them access to those materials that they need if they are to think intelligently. Hence, in giving instruction upon controversial matters the faculty member is expected to be of a fair and judicial mind, and to set forth justly, without suppression or innuendo, the differing opinions of other investigators.

No faculty member may claim as his right the privilege of discussing in his classroom topics unrelated to his course of instruction. The faculty member is ethically and professionally bound not to take advantage of his position by introducing into the classroom discussions irrelevant to his course.

C. The faculty member is a citizen, a member of a learned profession, and a representative of this University. When he speaks or writes as a citizen, he will be free from University censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and as an educator, he knows that the public may judge his profession and this University by his utterances. At all times he strives to be accurate, to exercise appropriate restraint, to show respect for the opinions of others, and to make every effort to indicate that he is not a spokesman for this University.

D. The efficient operation of the University requires cooperation among its personnel. The faculty member agrees, therefore, to abide by the regulations of the University and to perform to the best of his ability such appropriate duties as are assigned to him by authorized University officials.

### III. Policy Concerning Resignations

A. Notification of resignation by a University faculty member is expected to be early enough to obviate embarrassment to the institution. The faculty member will give, therefore, notice of resignation not later than May 1, or within 10 days after notification of terms of contract for the following year, whichever date is later.

B. A faculty member of this University may inquire into and consider the acceptances of an appointment elsewhere at any time and without previous consultation with his superiors. It is agreed, however, that if a definite offer follows, he will not accept it without giving such notice as is indicated in the preceding provision. He is at liberty to ask his superior officers to reduce, or waive, the notification requirements there specified but he is expected to conform to their decision on these points.