

MINUTES OF THE ANNUAL MEETING
BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA
THURSDAY, MARCH 11, 1954 - 10:00 A.M.

The annual meeting of the Board of Regents was held in the office of the President of the University, Norman, on Thursday, March 11, 1954 at 10:00 a.m.

The following members were present: T. R. Benedum, President, presiding; Regents Short, Morgan, Little, McBride, Grisso. ABSENT: Regent Rayburn Foster.

The minutes of the regular meeting held on February 11, 1954, were approved.

The minutes of the special meeting held on February 15, 1954, were approved.

The first item of business to come before the meeting was the election of the officers of the Board for the ensuing year. The chair called for nominations for the respective offices — president, vice president, and secretary.

The following were nominated and duly elected:

George Short, President
Dave Morgan, Vice President
Emil R. Kraettli, Secretary

President Cross distributed copies of BUDGET REQUESTS FOR 1954-55 to be presented to the State Regents for Higher Education requesting allocation of funds for the Norman Campus, School of Medicine, University Hospitals, and the Oklahoma Geological Survey. The details of the request are shown in the following pages.

Following a discussion, it was moved by Regent McBride and unanimously voted that the request for allocations in the amounts shown, be approved.

President Cross reported receipt of a letter from Jack W. Strain, Assistant Director of the State Legislative Council, from which he quoted as follows: "In order that the Appropriations and Budget Committee may be appraised of the relevant facts in the Parkview Apartment transaction, Chairman Clint Livingston has asked us to invite you and, also, each member of the Board of Regents." The meeting is to be held on Friday, March 19, at 10:30 a.m. in Room 432-A, State Capitol. President Cross was also asked to "present factual data relating to the several phases of the transaction."

BUDGET REQUEST FOR 1954-55

Attached are proposals for budget requests for 1954-55 for the Norman Campus, School of Medicine, University Hospitals and Geological Survey.

The State Regents Office has indicated allocations of state funds for next year probably will be made at the March 22 meeting of the State Regents Board, and requests should be submitted at this time. Total state funds available for 1954-55 are about the same as this year.

Following is a summary of the attached requests:

	<u>Budget 1953-54</u>	<u>Request 1954-55</u>
Norman Campus	\$5,661,224	\$5,731,224
School of Medicine	731,540	772,849
University Hospitals	2,775,940	2,835,631
Geological Survey	<u>123,200</u>	<u>145,150</u>
TOTAL	\$9,291,904	\$9,484,854
State Funds	\$6,495,262	\$6,651,380
Other Funds	2,629,229	2,687,533
Balance Forward From Prior Year	167,413	145,941

UNIVERSITY OF OKLAHOMA BUDGET REQUEST FOR 1954-55

SUMMARY BY FUNCTION FOR THE SCHOOL OF MEDICINE
EDUCATIONAL AND GENERAL BUDGET

<u>FUNCTION</u>	<u>BUDGET</u> <u>1953-54</u>	<u>REQUEST</u> <u>1954-55</u>
GENERAL ADMINISTRATION AND GENERAL EXPENSE	\$ 68,950	\$ 74,900
RESIDENT INSTRUCTION	521,355	553,854
RESEARCH	14,075	13,775
EXTENSION	24,608	28,508
LIBRARY	32,355	32,355
OPERATION & MAINTENANCE OF PHYSICAL PLANT	<u>70,197</u>	<u>69,457</u>
TOTALS	\$ 731,540	\$ 772,849
<u>FROM STATE FUNDS</u>	576,512	612,849
FROM REVOLVING FUND	\$ 155,028	\$ 160,000

SPECIAL HEART DISEASE AND CANCER RESEARCH BUDGET

RESEARCH PROJECTS	\$ 60,000	\$ 60,000
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This request is \$41,309 in excess of the 1953-54 budget.

It should be clearly pointed out that there will be an increase in enrollment of twenty (20) students in 1954-55. This represents an increase of more than 5% in total enrollment, and all of the increase will be at the Senior level.

During 1953-54 a total of \$31,025 will be paid from trust funds for positions that could not be covered by the regular Medical School budget. Some of these funds will not be available in 1954-55. The exact amount is not known at this time.

Fixed cost such as utilities and O.A.S.I. have increased resulting in a total increase in fixed cost of some \$6,500.

UNIVERSITY OF OKLAHOMA BUDGET REQUEST FOR 1954-55

SUMMARY BY FUNCTION FOR THE UNIVERSITY HOSPITALS

EDUCATIONAL AND GENERAL BUDGET

<u>FUNCTION</u>	<u>BUDGET 1953-54</u>	<u>REQUEST 1954-55</u>
ADMINISTRATIVE AND GENERAL EXPENSE	\$ 291,765	\$ 307,155
PROFESSIONAL EXPENSE	1,164,343	1,197,680
INDEPENDENT DEPARTMENTS	384,765	388,875
GENERAL SERVICES	720,710	723,614
OPERATION AND MAINTENANCE OF PHYSICAL PLANT	<u>214,357</u>	<u>218,307</u>
TOTAL	\$ 2,775,940	\$ 2,835,631
ESTIMATED REVOLVING FUND INCOME	\$ 1,008,527	\$ 1,107,800
UNENCUMBERED BALANCE JUNE 30	167,413	100,000
STATE FUNDS	<u>1,600,000</u>	<u>1,627,831</u>
TOTAL	\$ 2,775,940	\$ 2,835,631

This request is based on current operations projected for twelve months, and is \$59,691.00 in excess of the presently approved budget for 1953-54. Several factors contribute to this increase. Some of the major ones are:

1. Several graduate nurses and licensed practical nurses positions were included in the 1953-54 budget for less than 12 months because qualified people were not available July 1, but were secured from classes graduating during the year. These are included in the 1954-55 budget for the full 12 months at an increased budget of \$30,080.00.
2. The new programs covering outpatient care for Oklahoma Commission for Crippled Children patients and evaluation of physical disabilities for the Oklahoma Department of Public Welfare were instituted during the year and are projected on a 12 months basis at an added cost of just under \$20,000.00.
3. Telephone, water, garbage and O.A.S.I. rates have all increased during the year raising over fixed costs some \$9,000 per year. This does not include consideration of the requested gas rate increase now pending.

OKLAHOMA GEOLOGICAL SURVEY BUDGET REQUEST FOR 1954-55

	<u>Budget</u> <u>1953-54</u>	<u>Request</u> <u>1954-55</u>
Administration and general expense	\$ 29,318	\$33,000 ^a
Geological investigation and mapping	64,871	80,150 ^b
Laboratory research on mineral materials	14,011	17,000
Cooperation with other government agencies	<u>15,000</u>	<u>15,000</u>
	\$123,200	\$145,150

EXPLANATORY NOTES

- a) Includes salary of new Director, and clerical stenographer, and to air condition offices that are in use all summer.
- b) Includes new position of Chief Geologist (Dr. William E. Ham, formerly Acting Director), and \$10,000 additional for printing maps and reports accumulated over a period of years.

3-10-54

UNIVERSITY OF OKLAHOMA BUDGET REQUEST FOR 1954-55
SUMMARY BY FUNCTION FOR THE NORMAN CAMPUS

	<u>Budget</u> 1953-54	<u>Request</u> 1954-55
Administration and general expense	\$ 621,641	\$ 621,641
Instruction	3,393,678	3,423,999
Organized research	74,090	74,090
Extension	403,935	443,614#
Libraries	303,383	303,383
Physical plant operation and maintenance	<u>864,497</u>	<u>864,497</u>
TOTAL EDUCATIONAL AND GENERAL	\$5,661,224	\$5,731,224*
From State Funds	\$4,195,550	\$4,265,550
From Other Funds	1,465,674	1,419,733
Estimated Balance Forward from 1953-54		45,941

* \$70,000 increase requested in view of the following serious needs:

- a) \$50,700 to cover salaries returning from leave (net increase above amounts spent this year for replacements).
- b) \$10,000 to employ Associate Dean of Engineering to co-ordinate instruction and research in fields related to petroleum and mineral industries.
- c) \$105,614 to meet specific immediate needs of instructional departments for equipment - mostly for laboratories. In the last five years, the University's budget has become so tight that purchase of equipment for instructional departments has dropped as follows:

1948-49	\$193,312
1949-50	135,662
1950-51	58,550
1951-52	42,421
1952-53	25,143

- d) \$10,000 to trade in eight trucks and pickups, all of which have been driven over 75,000 miles and two of which have been driven 147,784 and 171,804 miles.
- e) \$19,200 to meet loss in revenue from NROTC student fees caused by change in government policy effective in 1954-55.

Increase to be offset by income included in "Other Funds" estimate.

March 11, 1954

4829

President Cross stated such a report would be prepared and that he expected to attend the meeting. He also asked that members of the Board, if possible, attend the meeting.

On motion by Regent Morgan, it was voted that Dr. Cross appear on behalf of the Regents, and that he supply the Committee with such information as may be requested. It was understood that any member of the Board who finds it possible to do so, is urged to attend the meeting.

At the Regents meeting, January 14, 1954 (p. 4782-84) the question of "Survivor's Rights and Benefits for Military Students" in connection with Contract Students in the Navy Program was discussed. Regent Benedum corresponded with Congressman Jarman concerning the matter. Following is a copy of Commander Harlin's letter to Congressman Jarman:

"DEPARTMENT OF THE NAVY
Bureau of Naval Personnel
Washington 25, D. C.

"Pere-623a-AJH/kh
23 Feb 1954

"My dear Mr. Jarman:

"This will acknowledge receipt of your inquiry of 2 February 1954 in the interest of T. R. Benedum, Attorney-at-law, 215-218 City National Bank Building, Norman, Oklahoma, concerning inequalities in payment of benefits to the dependents of deceased Contract and Regular Naval Reserve Officer Training Corps students.

"Although Contract students, as well as Regular students, enrolled in the NROTC are under contract to accept a Commission in the U. S. Armed Forces upon completion of their college training, Contract students are civilians who, unlike the Regular students, have never executed an Oath and Acceptance of Office in the U. S. Naval Reserve. For this reason they do not qualify for the servicemen's indemnity, the six months' death gratuity, pension, retirement pay, hospitalization with pay and allowances, and federal civilian employees' compensation benefits.

"It appears to have been erroneously assumed that the six months' death gratuity is not payable to the dependents of Contract students because of the students unmarried status. As indicated above, it is because they have not acquired a reserve status under the provisions of the death gratuity statute. The six months' death gratuity, provided by statute, is payable to a widow, child or children, designated dependent relative, etc., of a Regular student of the NROTC provided death occurs while 'so employed' on active duty for training under the provisions of P. L. 108, 81st Congress (34 U.S.C. 855c-1).

"As you know, H. R. 7385 was introduced by the Honorable Carl D. Perkins and has been referred to the Committee on Armed Services. Among other things, this bill would provide for Contract students the same pension, compensation,

March 11, 1954

4830

death gratuity, retirement pay, hospital benefits, and pay and allowances as are provided by law or regulation for enlisted men of the Regular Navy or Marine Corps of grade E-1 with less than four months of service, providing that they are called or ordered to active training duty for any period in excess of thirty days and suffer disability or death in line of duty from disease or injury while so employed.

"It is hoped that the foregoing will be of assistance to you in communicating with Mr. Benedum.

"By direction of the Chief of Naval Personnel:

Sincerely yours,

/s/ W. V. Harlin

W. V. Harlin
Commander, USN
Director, Personal Affairs Division

Honorable John Jarman
House of Representatives
Washington 25, D. C."

No further action was taken in the matter.

President Cross read a resolution adopted by the Student Senate on March 4, 1954, requesting the repeal of the Freshman Car Rule. President Cross stated he had not had an opportunity to discuss the matter with the Dean of Student Affairs. Further, he expressed the opinion the maintenance of cars by students is a detriment to satisfactory scholarship attainment, but that there are many problems in the enforcement of the rule.

Regents Grisso and Little suggested repealing the regulation. The matter was discussed at some length, following which President Cross recommended that the matter be placed on the agenda of the April meeting, and in the meantime he will request a recommendation from the Office of Student Affairs. Approved.

President Cross distributed copies of the report on bids for broadcasting football games in 1954, the proposals having been received on March 10 and reviewed by Mr. Cate and Regent Short representing the Regents. Following is a copy of the report:

"BIDS FOR FOOTBALL BROADCASTING RIGHTS

"Texas Company

"Substantially the same as last year, except that three-year contract is proposed. Offers \$5,000 per year for three years for exclusive

March 11, 1954

4831

rights in Oklahoma and Tulsa Counties, with WHAD given the feed free of charge with privilege of selling to any other stations.

"Hal O'Halloran of KVCQ to be play-by-play announcer.

"Oklahoma Network

"Offers \$4,500 for exclusive 1954 rights, with guarantee of state-wide coverage; broadcast to be supplied to WHAD without charge, but not for resale.

"Play-by-play announcer to be selected at salary rate of \$1,200 to \$2,000.

"KOMA

"Offers \$3,000 per year on five-year contract, with University to share 50-50 on any profits exceeding \$3,000. Statewide coverage promised.

"Carrol Freeman to do the play-by-play."

On motion by Regent Little it was unanimously voted to accept the bid of the Texas Company, and that Regent Short and Mr. Cate work out the details of the contract.

Mr. Cate was called for a report on the Parkview Apartments project. He reported that in accordance with authorization from the Board, an offer by the University to purchase the Parkview Apartments for \$1,135,000 was prepared and delivered to the Federal Housing Administration Office in Washington on February 26, 1954. The University's offer was the highest of eight bids submitted, the others ranging from \$1,100,000 to \$1,116,666.

Following is a copy of the acceptance of the offer by the Director:

"FEDERAL HOUSING ADMINISTRATION
Washington 25, D. C.

Office of Director
Property Management

"March 1, 1954

"Mr. Roscoe Cate, Vice President and
Business Manager
The University of Oklahoma
Norman, Oklahoma

re: Parkview Apartments
Project No. 117-40053
Norman, Oklahoma

March 11, 1954

4832

"Dear Mr. Cate:

"I am pleased to advise you that the Commissioner has approved the offer of the University for the purchase of this property in accordance with your attached copy of the Contract of Sale and Purchase which I have executed in behalf of the Commissioner.

"The check of \$58,300 which you delivered with the offer of the University has been delivered to our Comptroller.

"A copy of this letter together with a copy of the Contract of Sale and Purchase is being given to Mr. Edward H. Coulter, Chief Counsel, Multifamily Housing Section of our Legal Division with the request that he transmit to you all of the title evidence held by this Administration and that he arrange with you in due course for closing in accordance with the terms of the Contract of Sale and Purchase.

"You will understand that in accordance with the terms of the Contract, the cut off date is fixed at the close of business on the last day of the month in which the Contract is executed in behalf of the Commissioner which is March 31, 1954, all adjustments as between the parties will be calculated accordingly and all expense and income from the property commencing with April 1, 1954 will be for the account of the University. The contract requires closing within 45 days after the cut off date, or on or before May 15, 1954.

"I wish to assure you of our pleasure in accepting the offer of the University and I am most grateful to you for the interest of the University.

Very truly yours,

/s/ Lemuel Showell

Lemuel Showell
Director, Property Management"

A copy of the "Contract of Sale and Purchase" follows:

"PARKVIEW APARTMENTS
Project No. 117-40053

"FEDERAL HOUSING ADMINISTRATION

"CONTRACT OF SALE AND PURCHASE

"This Indenture, executed by the Purchaser this 26th day of February, 1954 by and between Guy T. O. Hollyday, Federal Housing Commissioner under the National Housing Act, as amended, acting by and through Lemuel Showell, Director, Property Management Division, therunto duly authorized, hereinafter referred to as the Seller,

March 11, 1954

4833

"and the University of Oklahoma, Norman, Oklahoma,

"hereinafter referred to as the Purchaser, which term shall be deemed to include the corporation formed to take title to the property as hereinafter provided whenever the context so implies,

"WITNESSETH:

"1. Under the terms and conditions hereinafter set out, the Seller agrees to sell and the Purchaser agrees to purchase the following described property situated in the

"County of Cleveland and State of Oklahoma to wit:

"FIRST: Beginning at a point 1,320' east and 33' south of the northwest corner of Section 5, T8N, R2W of I.M.; thence east along the south line of Lindsay Avenue on a bearing of south 89° 54' east for a distance of 245.17'; thence south 43° 14' 28" west 143.90'; thence due south 278.96'; thence south 41° 00' east 125.5'; thence south 71° 50' east 109'; thence north 82° 45' east 137.5'; thence south 47° 25' east 171.17' south 24° 25' east 71.5'; thence south 47° 25' east 174.5'; thence south 18° 11' 30" east 214.5'; thence south 0° 03' 30" west 68.94'; thence south 89° 56' 30" east 75.15'; thence south 16° 56' 30" east 120'; thence south 89° 56' 30" east 46.5'; then south 00° 03' 30" west 220'; thence north 89° 56' 30" west 625.52' to a point on the arc of a circular curve having a radius of 532.86'; thence in a northerly direction left from the tangent of said curve, said tangent having a bearing of north 17° 32' 12" east for an arc distance of 162.55'; thence north 00° 03' 30" east for a distance of 60' to a point on the arc of a circular curve having a radius of 532.86'; thence in a northwesterly direction left from the tangent of said curve, said tangent having a bearing of north 00° 03' 30" east for an arc distance of 228.40' to a point of compound curve; thence in a northwesterly direction along the arc of a circular curve having a radius of 327'; and left from the tangent of said curve, said tangent having a bearing of north 24° 30' 00" west for an arc distance of 373.82'; thence due west for a distance of 30'; thence due north for a distance of 768.7' to the point of beginning, and containing 13.60 Acres more or less.

"SECOND: Beginning at a point 1,817' east and 33' south of the northwest corner of Section 5, T8N, R2W of I.M.; thence east along the south line of Lindsay Avenue on a bearing of north 89° 54' east for a distance of 427'; thence south 00° 12' 00" west for a distance of 221.26'; thence north 89° 54' west for a distance of 285'; thence south 54° 06' 35" east for a distance of 174.84'; thence north 00° 12' 00" east for a distance of 119.26' to the point of beginning and containing 2.01 Acres more or less.

"Together with the appurtenances, including all articles of personal property and supplies owned by the Commissioner and used in connection with the operation of the property which shall be located on the premises at the time of the closing.

March 11, 1954

4834

"2. The agreed purchase price of said property is \$1,135,000.00 (One Million One Hundred Thirty-Five Thousand and no/100 - - - - dollars), to be paid as follows:

\$ 58,300.00 in cash, which the Purchaser has deposited with the Seller as evidence of good faith and to protect the Seller against loss or damage in the premises, receipt of which is acknowledged hereby;

\$ 1,076,700.00 additional cash to be paid at closing, or prior thereto if the Purchaser so elects.

"3. Interest, ground rents (if any), water rates, taxes, hazard insurance, operating income and operating expenses shall be adjusted as between Purchaser and Seller as of the close of business on the last day of the month in which this contract is executed by the Seller, hereinafter referred to as the cut-off date. (a) The Purchaser shall receive the benefit of all income from the property and shall bear all expense of operation of the property (including sums due the Broker for services as provided hereinafter) accruing after said cut-off date. (b) The Purchaser shall pay to the Seller in cash at closing, in addition to the cash payment provided in Item 2, the pro rata cost of hazard insurance now in force and the prorata portion of taxes assumed by the Purchaser as prescribed by Item 5 hereunder if prepaid by the Seller, as accrued from said cut-off date to the date of closing this sale. (See Item 14.)

"4. At closing all uncollected rents will be assigned to the Purchaser and all rents due on and after the stated cut-off date which have been collected by the Seller will be paid over to the Purchaser.

"5. The parties hereto understand that all real property taxes and like charges against the property, if any, including improvement assessment installments, sewer charges, water charges, garbage removal charges, and ground rents, now or heretofore due and payable have been paid; that this sale shall be subject to improvement assessment installments, if any, not yet due and payable, water charges, ground rents and like charges, if any, and real property taxes, accruing on and after the stated cut-off date; that real property taxes for the current year shall be prorated as between Seller and Purchaser as of the stated cut-off date.

"6. The Purchaser is to accept title subject to an outstanding Broker Contract for the management and operation of the property providing for cancellation on 60 days notice, which right may be exercised by the Purchaser following closing, and is to pay to the said Broker, as a part of the expense of operation, any sums due for services thereunder accruing after the cut-off date, or is to permit any sums paid by the Seller for services thereunder after said date to be credited to the Seller and charged against the Purchaser and to be adjusted in the closing.

"7. No representations are made by the Seller as to the physical condition of the property to be conveyed and the Purchaser agrees to accept the same in its present condition and subject to existing leases and tenancies.

"8. The form of conveyance shall be a special warranty deed in the form customarily used in the jurisdiction in which the property is located and in which the Seller warrants to defend title to the property against the lawful claims of all persons claiming by, from, through or under the grantor therein and shall contain the following provision:

"All uranium, thorium, and all other materials determined pursuant to Sec. 5(b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

"9. The Seller agrees to accord to the Purchaser the privilege of inspecting such books, records, leases and title papers in his possession pertaining to the property herein described as may be desired by the Purchaser; and the Purchaser is to have a period of two weeks from the date hereof (or such extension thereof as may be agreed to in writing) within which to notify the Seller of any objection to title; and, if no objection is made within such period, the Purchaser agrees to accept the title in its present condition. If any defect in title appears that would render the property unmarketable, and that cannot be cured within a reasonable time, or Seller is unable or unwilling to cure the objection, the Purchaser shall have the right to terminate this contract and to have the return of the deposit referred to herein, and, in the event of such title defect, the Seller reserves the right to rescind this agreement and to return such deposit and such return or tender of same shall release the Seller from any and all claims of the Purchaser arising hereunder.

March 11, 1954

4836

"10. The sale shall be closed within 45 days following the cut-off date stated in Item 3, at the offices of Seller in Washington, D.C., or at such other time and place as may be agreed on by the Parties in writing. Time is of the essence of this contract. Should the Purchaser fail or refuse to perform his part of the contract promptly at the time or in the manner herein specified, the earnest money paid as above shall at the option of the Seller be retained by him as compensation for damages and expenses he has been put to or as liquidated damages.

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

"12. Purchaser warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Purchaser for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in its discretion to require the Purchaser to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee. The Purchaser represents: (a) that he has not employed or retained any company or person (other than a full-time bona fide employee working solely for the Purchaser) to solicit or secure this contract; and (b) that he has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Purchaser) any fee, commission, percentage, or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Seller. (Note: For interpretation of the representation, including the term 'bona fide employee', see General Services Administration Regulations, Title 44, Secs. 150.7 and 150.5(d) Fed. Reg. Dec. 31, 1952, Vol. 17, No.253).

"13. This contract shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns but shall not be assignable except with the written consent of the parties hereto.

"14. In addition to the payments provided for hereinbefore, the Purchaser will pay to the Seller at closing a sum consisting of interest at 4½% per annum accruing from the stated cut-off date to the date of closing calculated upon the balance to be paid at closing.

"15. This agreement to purchase and to make the purchase payments as stated herein is conditioned upon receipt of proceeds from sale of revenue bonds issued to finance the purchase, under terms of a tentative bond sale agreement that has been negotiated by the Regents of the University of Oklahoma for such purpose; and provided further that this contract to purchase shall not constitute a general obligation of the University of Oklahoma, the Regents of the University of Oklahoma, or the State of Oklahoma, but shall constitute a special obligation payable solely from the proceeds of revenue bonds issued to finance such purchase.

March 11, 1954

4837

"IN WITNESS WHEREOF the Purchaser has executed this instrument in triplicate the day and year first above written and the Seller has executed this instrument in triplicate the day and year stated hereinafter.

Witness as to Seller:

/s/ T. R. --- (illegible)

/s/ Phyllis M. Pike

ROY T.O. HOLLIDAY, as
Federal Housing Commissioner, Seller
this 1st day of March, 1954.

By /s/ Lemuel Showall
Lemuel Showall, Director
Property Management Division

Witness as to Purchaser:

/s/ Dad Giezantanner

/s/ Emily E. Trickey

UNIVERSITY OF OKLAHOMA
Purchaser

By /s/ Roscoe Cate
Vice President and Business Manager"

Mr. Cate also submitted a statement showing "Tentative Terms and Provisions of Proposed 25-year Loan", and a copy is shown below:

"TENTATIVE TERMS & PROVISIONS
OF PROPOSED 25 YEAR LOAN TO
THE UNIVERSITY OF OKLAHOMA

"AMOUNT: \$6,600,000 (Approximate). There is included in the latter amount \$5,200,000 in exchange for our present holdings at par, \$1,200,000 to finance the Parkview Apartments and \$200,000 or whatever lesser amount is necessary to enable the University, if feasible, to place in escrow cash sufficient to amortize their non-callable 2 3/4% Apartment-Dormitory Bonds of 1946. If it is subsequently decided not to escrow this cash, the amount of our loan will be reduced to \$6,400,000.

"INTEREST RATE: 3.20% if \$6,400,000.
3.35% if in excess of \$6,400,000.

"PRICE: 100

"COMMITMENT FEE: 1/2 of 1% on any funds taken down after May 15, 1954.

"INTEREST PAYABLE: Semi-annually with a New York paying agent bank.

"TRUSTEE: Liberty National Bank and Trust Company, or some other bank mutually agreed upon.

"REDEEMABLE: As a whole on any interest payment date beginning in 1958 at 104 and declining 1/3 point each year thereafter.

For sinking fund out of earnings in whole or in part on any interest payment date in inverse order of maturities @ 100.

March 11, 1954

4838

"SECURITY: Payable solely from the net revenues of the women's dormitory system (the Women's Quadrangle and Hester and Robertson Dormitories), the new men's quadrangle (Cross Center), the Commissary, and the apartments (Parkview) to be financed by this issue.

In addition, it is expected that earnings sufficient to cover final payments of a 1946 bond issue will accrue by about March 15, 1954, after which the net revenues of Sooner City (a pre-fab housing development) and Woodrow Wilson Dormitories (low rent dormitories) will be pledged to this issue.

If cash is escrowed to pay the Apartment Bonds of 1946, the net revenues of the Nicemann Apartments will also be pledged to this issue.

The University will enforce such pariental rules as necessary to maintain maximum occupancy and will charge rates sufficient to produce net revenues equal to at least 1.20 times level debt service requirements.

"MATURITIES: Serial maturities scaled for level debt service over a 25 year period and commencing one year after the issue date of the bonds.

"BOND RESERVE

FUND:

To be accumulated until equal to \$575,000 if \$6,400,000 bonds are issued and \$590,000 if bonds are issued in excess of \$6,400,000. The above figures are approximately 1.5 times level debt service requirements.

This fund will be partially built up by the transfer to it of reserves available from the issues being refinanced. The balance will be built up out of the 1.20 times coverage of debt service.

"FLOW OF FUNDS: All revenues of the dormitory system will be deposited in the bond fund and will be applied in the following order:

- (1) For operating and maintenance expense.
- (2) To pay interest and principal when due.
- (3) To establish and maintain a reserve equal to approximately 1.5 times average annual debt service requirements as outlined above.
- (4) Balance to be used for any lawful corporate purpose.

"LEGALITY:

Chapman & Cutler to be appointed independent counsel. Copy of Attorney General's opinion if given in Oklahoma. Our Counsel to approve certified copy of this resolution and no litigation certificates.

March 11, 1954

4839

***COUNSEL FEES**

& EXPENSES: Including documentary stamps, title insurance policies, recording and filing expenses (whether or not the contemplated transaction be consummated) to be paid by borrower.

***INSURANCE:** Fire and extended coverage insurance to be maintained at lesser of insurable value of property or bonds outstanding with at least an 80% coinsurance clause.

U. & O. insurance to be carried equal to one years debt service.

***AUDIT REPORTS:** To be furnished us on the operation of the project within six months of the end of the fiscal year. Audit reports on the operation of the College to be furnished us as soon as available.

***PARIENTAL RULES:** Covenant to, if necessary, preferentially house students in housing pledged to this issue.

***OTHER COVENANTS:** (1) 2/3 of bonds outstanding necessary to amend resolution.
(2) No free housing.
(3) No additional parity bonds.
(4) Statutory lien and rights on default.
(5) Other covenants usually found in college housing bond resolutions.

***DELIVERY OF BONDS:** To be made to us at Newark, New Jersey without expense to us.

"It is understood that this loan will be subject to the approval by us and our counsel of all matters with respect to this transaction, that it will include the customary protective provisions, and will be subject to the terms and changes in terms as our Officers deem advisable. This is not a commitment, and no commitment shall arise until the parties execute a written contract with respect thereto."

Inquiry was made on the following points, with the request that Mr. Cate make investigation:

1. Is the University required to pay for "Documentary Stamps?"
2. Make an effort to exclude the pre-fabs as security on the bond issue. Section 12 of the proposed Bond Resolution provides as follows: "When, in the opinion of the Board of Regents, concurred in by the Trustee, it appears that the operation of any portion of the Seconer City Dormitory System is no longer economically feasible, then said portion of the Seconer City Dormitory System, including furnishings and equipment not usable in other portions of the Dormitory System, shall be sold at fair market value and the proceeds derived from such sales shall be deposited with the Trustee and held as surplus revenues to be used exclusively for the redemption of bonds prior to maturity thereof in the same manner as bonds would be redeemed from surplus revenues as hereinbefore provided."

March 11, 1954

4840

President Cross recommended that the Regents authorize the sale of the pre-fabs as rapidly as feasible.

Regent Little moved, and it was unanimously voted to approve the recommendation.

Mr. Cate recommended that Chapman and Cutler be appointed independent counsel, President Cross concurring. Chapman and Cutler will advise on the proceedings, and give the approving opinion on the bond resolution requested by the purchaser of the bonds.

Regent Morgan moved, seconded by Regent Short, and voted to approve the recommendation.

Mr. Cate recommended, President Cross concurring, that the Liberty National Bank of Oklahoma City be designated Trustee on the bond issue. This bank is now the Trustee on the two bond issues being refinanced under this program and they have given excellent service.

Moved by Regent McBride, seconded by Regent Morgan, to approve the recommendation. All members voted to approve the recommendation except Regent Grisso who asked that the minutes show him as not voting. Motion carried.

It was agreed to adjourn this meeting to Monday, March 22, to take care of the bond resolution.

The following resolution was proposed:

RESOLUTION

WHEREAS, there are now outstanding and unpaid 280 bonds of \$1,000 denomination, numbered 901 to 1,180, inclusive, of the Regents of the University of Oklahoma \$1,500,000 Dormitory Bonds of 1946, and all other bonds of this issue have been retired; and

WHEREAS, all the unpaid bonds are redeemable under their terms on June 1, 1954, at par and accrued interest; and

WHEREAS, there is now in the Principal and Interest Fund of this bond issue the sum of \$222,009.33, which is sufficient to meet in full the interest payment of \$1,925.00 falling due June 1, 1954, and sufficient also to retire prior to maturity on June 1, 1954, all the remaining bonds of this issue totaling \$220,000.00, at par and accrued interest, and to pay the necessary paying agent fees;

NOW THEREFORE, BE IT RESOLVED by the Board of Regents of the University of Oklahoma, that the sum of \$222,009.33 now on deposit in the

March 11, 1954

4341

Principal and Interest Fund of the Dormitory Bonds of 1946 in the State Treasury is hereby pledged irrevocably to payment of the interest payment due June 1, 1954, and to redemption prior to maturity on that date of all the remaining bonds of this issue; and the State Treasurer is hereby instructed to use the money so deposited to make such payments, and for no other purpose.

Moved by Regent Morgan, seconded by Regent Short, and unanimously voted to adopt the resolution.

Regent Grisso brought up the matter of the possibility of acquiring the Gilcrease Library, about which he has had some correspondence with President Cross. If it cannot be secured on a permanent basis then possibly on a loan basis, also a temporary loan of some of the paintings. President Cross stated, as a consideration, the University would agree to catalog the library.

Regent Grisso suggested the appointment of a committee, probably composed of Regents Benedum, Short and McBride, and an equal number of alumni, mentioning the names of Judge Royce Savage, Savoie Lottinville, and Everett DeGolyer. President Cross recommended the appointment of such a committee to explore the possibilities. Mr. Grisso suggested the support of Governor Murray be enlisted. The name of Mr. W. G. Hawthorne of Tulsa, was suggested as a member of the committee.

The Chair stated he would appoint the committee with the personnel as indicated above. It was agreed Mr. Benedum would serve as a Regent or otherwise. (Mr. Benedum's present term as a Regent expires March 29, 1954).

President Cross reported on action by the staff in the Department of Philosophy concerning Dr. Howard O. Eaton. He recommended that Dr. Eaton be informed of this action, and that he be given an opportunity to appear before the Regents at the April 8 meeting. President Cross was directed to so advise Dr. Eaton.

Personnel items in the agenda, as shown, were presented by President Cross and he recommended approval:

FACULTY

APPOINTMENTS:

Dan E. Guyer, appointed Instructor in Public Health in addition to duties as Sanitarian in the Student Health Service, January 1, 1954.

Alan Daniel Abel, Special Instructor in Percussion, School of Music, \$200 for 4½ months, January 16, 1954, part time.

March 11, 1954

4842

DeVere Moore, Special Instructor in Oboe, School of Music, \$100 for $4\frac{1}{2}$ months, January 16, 1954, part time. Reappointment.

Herbert Max Smith, Special Instructor in Organ, School of Music, \$350 for $4\frac{1}{2}$ months, January 16, 1954, part time. Reappointment.

William C. Robinson, Special Instructor in Brass, School of Music, \$100 for $4\frac{1}{2}$ months, January 16, 1954, part time. Reappointment.

Roger H. Steward, Special Instructor in Trumpet, School of Music, \$300 for $4\frac{1}{2}$ months, January 16, 1954, part time. Reappointment.

Nat Foster White, Special Instructor in Flute, School of Music, \$50 for $4\frac{1}{2}$ months, January 16, 1954, part time. Reappointment.

CHANGES:

Dr. John Alexander Erdelyi-Fazekas, Associate Professor of Geology, became a citizen of the United States under certificate No. 7023759, Western District of the W. District Court, February 10, 1954. His name was changed to John Alexander Norden (a combination of Norman and Denmark). see p. —

RESIGNATIONS:

Max Selinger, Instructor in Modern Languages, June 1, 1954. Has served five years as an instructor.

DEATH:

I regret to report the death of Dr. A. J. Williams, Professor Emeritus of Geology, on February 18, 1954. Dr. Williams joined the University faculty in 1916 and was placed on retirement basis in 1951, at which time he was appointed Professor Emeritus of Geology.

GRADUATE ASSISTANTS

APPOINTMENTS:

Joseph Richard Whittington, Department of English, at the rate of \$1,200 for 9 months, January 16, 1954.

Charles Emanuel Cronewett, School of Geology, \$600 for $4\frac{1}{2}$ months, January 16, 1954.

George L. Scott, Jr., School of Geology, \$600 for $4\frac{1}{2}$ months, January 16, 1954.

Bill J. Sparks, School of Geology, \$600 for $4\frac{1}{2}$ months, January 16, 1954.

William Pyncheon Stewart Ventress, School of Geology, \$600 for $4\frac{1}{2}$ months, January 16, 1954.

March 11, 1954

4843

Ether Rosenblecm Brown, Department of Plant Sciences, at the rate of \$1,200 for 9 months, January 16, 1954.

RESIGNATIONS:

John Philip O'Neill, Department of English, January 16, 1954.

Wilfred Jearle Monk, School of Geology, January 16, 1954. Graduated.

SCOLARSHIPS

APPOINTMENTS:

Herbert C. Ovan, Lloyd Noble Scholarship (Geology), Samuel Roberts Noble Foundation, Inc., \$37.50 per month for 4 months, February 1, 1954.

Earl Winston Smith, Lloyd Noble Scholarship (Geology), Samuel Roberts Noble Foundation, Inc., \$37.50 per month for 4 months, February 1, 1954.

Donald Lee Walters, Lloyd Noble Scholarship (Geology), Samuel Roberts Noble Foundation, Inc., \$37.50 per month for 4 months, February 1, 1954.

RESIGNATION:

Hal Dean Hudson, Socony-Vacuum Scholarship in Explorative Sciences, January 16, 1954. Graduated.

RESEARCH ASSISTANTS:

Reagan H. Bradford, Eli Lilly Grant Fellowship (Chemistry), \$133.33 per month for 4 months, February 1, 1954, 1/2 time. Reappointment.

William E. Hall, Office of the President, \$110 per month for 4 months, February 1, 1954, 1/2 time. Reappointment.

FELLOWSHIPS:

Troy Lamar Kerley, Kendall Company Fellowship - Pharmacy, \$1,200 for 9 months, February 1, 1954 to November 1, 1954.

Bruce Moody Kilgore, National Wildlife Federation Fellowship - Journalism, \$900 for 4 1/2 months, January 16, 1954, part time.

SUMMER SCHOOL

APPOINTMENTS:

Gerald R. Prescott, Visiting Professor of Music, \$1,200 for June and July, 1954.

George Herman Bick, Assistant Professor of Zoology, Oklahoma Biological Station, \$900 for June and July, 1954.

March 11, 1954

4844

Dorothy L. Peling, Visiting Lecturer, College of Education, \$1,000 for June and July, 1954.

OKLAHOMA GEOLOGICAL SURVEY

APPOINTMENT:

Carl C. Branson, Director, at the rate of \$9,500 for 12 months, February 22, 1954. Will retain the rank of Professor of Geology.

RESIGNATION:

J. O. Beach, Administrative Assistant, April 1, 1954.

NON-ACADEMIC

APPOINTMENTS:

James E. Walker, Extension Specialist II in Petroleum Services, Business and Industrial Services, \$400 per month for 12 months, February 1, 1954. Previously employed on a month-to-month basis in Research Institute.

Kenneth Ray Lowe, Senior Public Relations Assistant, at the rate of \$3,900 for 12 months, February 1, 1954. Replacement for Fred Grove who resigned.

Howard G. Furlow, Laboratory Assistant, Reading Laboratory, \$100 per month for 4 months, February 1, 1954, 1/2 time.

CHANGES:

Theodore Shriver Baumberger, changed from Clinician to Practicum Supervisor I, Guidance Service, salary increased from \$166.66 per month for 1/2 time to \$208.33 per month for 2/3 time, February 15, 1954.

William James Mummery, changed from Clinician to Institutional Counselor, Guidance Service, salary changed from \$166.66 per month for 1/2 time to \$350 per month for 3/4 time, March 1, 1954.

Maurice Kahn Tomerlin, changed from Practicum Supervisor to Practicum Supervisor II, Guidance Service, salary increased from \$240 per month to \$423.33 per month, February 15, 1954.

Irma A. Tomerlin, changed from Librarian PII, Art Librarian, to Librarian PII, Assistant Reference Librarian, salary increased from \$295.55 to \$300 per month, February 15, 1954 to June 16, 1954.

RESIGNATIONS:

Wilfred T. Miller, Practicum Supervisor, Guidance Service, February 14, 1954. Accepted another position.

March 11, 1954

4845

Joseph H. Siegal, Institutional Counselor, Guidance Service, March 1, 1954. Accepted another position.

James Fitton Hohl, M.D., Staff Physician, Student Health Service, October 1, 1953. Entered practice of medicine.

Deris Jean Probst, Librarian PII, Assistant Acquisitions Librarian, February 28, 1954. Has accepted position at the University of Illinois.

SCHOOL OF MEDICINE AND UNIVERSITY HOSPITALS

LEAVE OF ABSENCE:

Robert L. Loy, Jr., M.D., Instructor in Obstetrics, returned from military leave of absence, February 10, 1954.

APPOINTMENTS:

I recommend that Raymond Crews, Assistant Administrator of the University Hospitals be appointed Hospitals Administrator for one year at a salary rate of \$8,000, effective March 10, 1954, the date on which Mr. Arthur McElmurry will leave his position. Mr. Crews' present salary is \$7,000.

Forest Reed Brown, M.D., Visiting Lecturer, Department of Preventive Medicine and Public Health, clinical rates, January 15, 1954.

Nathaniel Harold Cooper, M.D., Visiting Lecturer, Department of Preventive Medicine and Public Health, clinical rates, January 15, 1954.

Orion Russell Gregg, M.D., Visiting Lecturer, Department of Preventive Medicine and Public Health, clinical rates, January 15, 1954.

John Fielden Haskler, M.D., Visiting Lecturer, Department of Preventive Medicine and Public Health, clinical rates, January 15, 1954.

Paul Taswell Hanes, Jr., M.D., Visiting Lecturer, Department of Preventive Medicine and Public Health, clinical rates, January 15, 1954.

Rosemary Boles Harvey, M.D., Visiting Lecturer, Department of Preventive Medicine and Public Health, clinical rates, January 15, 1954.

Robert Harold Mayes, M.D., Visiting Lecturer, Department of Preventive Medicine and Public Health, clinical rates, January 15, 1954.

Clifford Moore, M.D., Visiting Lecturer, Department of Preventive Medicine and Public Health, clinical rates, January 15, 1954.

Kenneth W. Navin, M.D., Visiting Lecturer, Department of Preventive Medicine and Public Health, clinical rates, January 15, 1954.

March 11, 1954

4346

Maurice L. Peter, M.D., Visiting Lecturer, Department of Preventive Medicine and Public Health, clinical rates, January 15, 1954.

Lorraine Schmidt, M.D., Visiting Lecturer, Department of Preventive Medicine and Public Health, clinical rates, January 15, 1954.

CHANGES:

George W. Winkelman, M.D., title changed from Clinical Assistant to Instructor in the Department of Medicine, January 1, 1954.

RESIGNATIONS:

Arthur L. McElmurry, Administrator, University Hospitals, March 10, 1954. Accepting position of Administrator of the Nan Travis Memorial Hospital in Jacksonville, Texas.

Homer V. Archer, M.D., Instructor in Obstetrics, April 1, 1954.

H. W. Harris, M.D., Instructor in Obstetrics, April 1, 1954.

R. L. Harris, M.D., Instructor in Obstetrics, April 1, 1954.

Jane Gray, Instructor in Public Health, School of Nursing, January 31, 1954.

Approved on motion by Regent Morgan.

President Cross read the following letter from the Board of Admissions of the School of Medicine:

March 5, 1954

"Dear President Cross:

The Board of Admissions, at the conclusion of its duties for the current year, respectfully submits the following recommendations concerning the selection of candidates for the class beginning in 1955:

1. That the Board of Admissions be empowered to recommend the acceptance of highly qualified non-resident candidates up to 10 per cent of the total class.
2. If the above recommendation is approved, it would be desirable to have early publicity of the opportunity for possible non-resident applicants.
3. That the Board of Admissions be empowered to dispense with an interview in Oklahoma City at their discretion, acting on the recommendation of a designated agent who will interview the candidate.

(Seal)

BOARD OF ADMISSIONS
University of Oklahoma
School of Medicine"

March 11, 1954

4817

Dr. Cross stated the Board of Admissions already has authority on each point raised but that he had been asked to bring the matter to the attention of the Regents. No action was taken on the matter.

President Cross read the following letter from the Board of Admissions of the School of Medicine:

March 5, 1954

Dear President Cross:

The Board of Admissions, mindful of the desire of the Board of Regents that one hundred candidates be recommended for admission to the medical school class beginning in 1954, have conscientiously considered all of the eligible applicants. It is our considered and unanimous opinion that only 93 of such applicants can be recommended as being potentially successful in pursuing the study of medicine. Certain of the applicants met the minimal requirements scholastically, but were judged by the Board of Admissions to be undesirable for, or unadaptable to, medical school. Parenthetically, we might add that none of the out-of-state applicants were considered suitable. Only one of these met the minimal requirements and appeared for his interview.

The Board of Admissions noted the fact that 15 qualified applicants withdrew their applications. This number might well have been reduced had notification of acceptance gone out more promptly.

Respectfully submitted,

(Seal)

BOARD OF ADMISSIONS
University of Oklahoma
School of Medicine"

Following a discussion, Regent McBride moved, and it was voted that the Board of Admissions and the Dean of the Medical School be informed that the Board of Regents releases surveillance over the first seventy-five applicants recommended for admission to the School of Medicine in the freshman class for next year - class of 1955. By this action the first seventy-five may be notified of their acceptance by the Board of Admissions as the interviews are held.

Recess at 12:30 p.m. for luncheon in the Union Building, with members of the Board of Control of the Will Rogers Memorial Scholarship Fund as guests - Errett R. Newby, Dial Currin, Joe Hamilton, Phil Kidd. Mr. Ted McSpadden of Nowata was unable to be present.

March 11, 1954

4843

Following the luncheon Mr. Newby, Chairman of the Board of Control reported with reference to investments that had been made, and reviewed parts of the report to the Regents as of November 17, 1953. He also called attention to the funds on hand through the sale of various securities which have not been reinvested. Mr. Newby stated since the recommendation for investments had been made on November 17, several of the securities specifically recommended for investment had gone up and that before investments are made the Board of Control would want to go over the situation again.

Following the luncheon the Regents met again the President's office.

Regent Benedum reported with reference to the recent announcements in the newspapers concerning the location of the proposed "School of the Air" or "Westpoint of the Air". Two years ago a Board was appointed in Washington to study the matter of a location. A board is again considering the matter and proposals from several points in Oklahoma have been submitted. The Governor appointed a committee to present proposals for a location. It will be necessary to find temporary quarters and the University, through the President of the Regents and President Cross, offered the facilities on the North Campus for two years or more as temporary quarters, on a cost basis. No action was taken on the matter.

The Secretary read from a letter from Dr. Lucile Dora as follows: "Do you suppose, if I bequeathed a few thousands for a petit chateau for a French House, destined for activities of the French Clubs and classes, plays, rehearsals, that the Regents would complete the gift with sufficient funds to erect something distinctively of old French style?"

The Regents expressed appreciation for the proposal by Dr. Dora, and requested the Secretary to inform Dr. Dora that such a gift would be accepted, and that a project might be developed along the lines suggested when additional funds become available.

Discussion was resumed on the investments of the Will Rogers Memorial Scholarship Fund. Regent Grisso made a statement in support of the previous action of the Regents establishing the policy on investments, and he did not concur in the recommendations for investments as submitted in the Board of Control report of November 17.

Attention was called to the following communication from Errett R. Newby, Chairman of the Board of Control, a copy of which was sent to each Regent by President Cross under date of February 25, 1954:

"February 23, 1954

"To The Board of Regents,
The University of Oklahoma,
Norman, Oklahoma

March 11, 1954

4349

Gentlemen:

"The Board of Control of the Will Rogers Memorial Scholarship Fund met today and has given careful consideration to the proposed investment policy submitted by you. We are unanimous in feeling that this straight-jacket proposal is one under which we cannot justify further service.

"If the Board of Regents should decide that they want us to continue as we have done in the past, we shall be glad to do so and will use our best judgment for the best interest of the Fund, being fully aware that in investments of this type there are downs as well as ups.

"Income for the current year seems to be sufficient to take care of scholarships to the close of this semester, but almost nothing will be left for the summer scholarships which have been an important part of our program in recent years.

"We are just informed that there is \$36,928.38 cash on hand in principal of the Fund which is uninvested, this having been derived from sales last December of common stocks and U. S. 'G' bonds. This money has been lying uninvested for several months. The Fund needs income for scholarships.

"Three of the four bonds that we recommended for purchase have been bought. The one remaining is Beneficial Industrial Loan $\frac{1}{2}$ s of 1973, which at a price of 104 yields 3.76%. We urge its immediate purchase if the price is not over 105 $\frac{3}{4}$, yielding 3.72%.

"Our November 17, 1953 report recommended purchase of certain preferred stocks named therein, with proceeds from the sale of common stocks.

"We urge that these funds now on hand be invested as soon as possible. Some added income for summer scholarships will be thus obtained. See Pages 21, 22, and 23 of November 17, 1953 report for recommended preferreds. One of the preferreds recommended by us, O.G. & E. $5\frac{1}{2}$ % stock has been called at 109. We recommend the other O. G. & E. Preferred, a 4% stock, in its place.

"We await further word from you. If it is your judgment that you should adhere to the investment plan of last January, our resignations will be forthcoming. Please accept our assurance that none of us is eager to retain his present position on the Board of Control for his own sake. We are concerned only for the welfare of the Fund. Also please accept our thanks for the opportunity we have had to serve on the Board of Control and to have a hand in helping to perpetuate the name of Oklahoma's own Will Rogers through these scholarship grants to physically handicapped young people at the University.

"In this letter I am speaking for all members of the Board of Control.

Sincerely yours,

/s/ Errett R. Newby

Errett R. Newby, Chairman
Board of Control
Will Rogers Memorial Scholarship Fund"

March 11, 1954

4850

Regent Morgan moved as follows: "That investment of funds now on hand be made according to the recommendations of the Board of Control."

On the vote on the motion Regents Morgan and McBride voted AYE. Regents Grisso and Short voted NO. Regent Little not voting. The Chair announced that he would cast his vote in favor of the Morgan motion, and it was declared carried.

President Cross recommended approval of General Improvements Allocations as shown below:

GENERAL IMPROVEMENTS ALLOCATIONS

For Quarter Beginning April 1, 1954

DeBarr Hall -- Complete re-routing utility mains in new tunnel from Chemistry Building to Pharmacy Building	\$ 4,500
Power Plant -- Provide control equipment for the old boiler plant, so arranged that the boilers may be operated from the new plant	5,000
Strengthen floor in Machine Accounting offices.	3,755
Adams Hall -- Remodel Rooms 7 and 7A for Department of Business Management	960
New Chemistry Addition -- Continue installation of laboratory furniture	4,500
Music Practice Building -- Install cabinets	1,285
Minor improvements and equipment	<u>5,000</u>
TOTAL	\$25,000

Approved.

President Cross recommended approval of amendment to the contract with C. B. (Bud) Wilkinson, Director of Athletics and Football Coach, as follows:

AGREEMENT FOR AMENDMENT OF CONTRACT

This Amendment of contract, made and entered into on this _____ day of _____, 1954, by and between the Board of Regents of the University of Oklahoma, hereinafter referred to as FIRST PARTY, and C. B. WILKINSON, an individual of Norman, Oklahoma, hereinafter referred to as SECOND PARTY,

March 11, 1954

4351

WITNESSETH: that

WHEREAS, on January 1, 1952, the parties hereto entered into a contract whereby SECOND PARTY was employed for a period of ten (10) years as Athletic Director and Professor of Physical Education at the University of Oklahoma, at an annual salary of Ten Thousand Dollars (\$10,000.00) per year, and whereby SECOND PARTY was in addition employed to serve concurrently as Head Football Coach at the University of Oklahoma at an additional annual salary of Five Thousand Dollars (\$5,000.00) per year; and

WHEREAS, the personage of SECOND PARTY in the office of Athletic Director greatly magnifies the responsibilities and importance of that office from the public relations standpoint, directly affecting and enhancing the good name and prestige of the University and the State of Oklahoma, and whereas, as a consequence, the amount of time and responsibility required of SECOND PARTY as Athletic Director is greater than was anticipated by the parties when the contract of January 1, 1952 was signed; and

WHEREAS, both parties hereto desire to clarify and insure mutual understanding as to the status of SECOND PARTY in regard to the Teachers' Retirement System of Oklahoma and the related Supplemental Benefit program of the University of Oklahoma; and

WHEREAS, for purposes of said Teachers' Retirement System the term "teacher" is defined by Title 70, Article 17, Section 1, Subsection 3, of the Oklahoma Statutes to embrace any teacher, supervisor or administrator, and whereas SECOND PARTY serves in all three of these capacities under the above mentioned contract of January 1, 1952; and

WHEREAS, FIRST PARTY is authorized by Title 70, Section 17-5.8 of the Oklahoma Statutes to pay supplemental retirement benefits to any teacher, as that term is defined by Article 17, Section 1, Subsection 3, and whereas, pursuant to said authorization FIRST PARTY provided in its Retirement Plan of 1951 for payment of supplemental benefits; and

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and conditions specified herein, to be expressly kept and performed in good faith by both parties, the parties now agree as follows, to-wit:

1. The Athletic Director and Professor of Physical Education annual salary figure of Ten Thousand Dollars (\$10,000.00) stated in numerical paragraphs two (2) and four (4) of the said contract of January 1, 1952, is hereby amended and changed in said paragraphs to an annual salary figure of Twelve Thousand Dollars (\$12,000.00), and in the event SECOND PARTY is not accepted as head football coach to succeed himself after said ten year period of time, SECOND PARTY shall nevertheless be entitled to retain his position as Athletic Director and Professor of Physical Education and shall receive a salary of Twelve Thousand Dollars (\$12,000.00) per year therefore, payable in twelve (12) equal monthly installments.

March 11, 1954

4352

2. The Head Football Coach annual salary figure of Five Thousand Dollars (\$5,000.00) stated in numerical paragraph three (3) of said contract of January 1, 1952, is hereby amended and changed in said paragraph to an annual salary figure of Three Thousand Dollars (\$3,000.00).

3. A new and additional paragraph is hereby added to said contract of January 1, 1952, to be numerical paragraph seven (7) thereof, which new paragraph is as follows: "It is understood and recognized by FIRST PARTY that SECOND PARTY is a 'teacher' as that term is defined by Title 70, Article 17, Section 1, Subsection 3, of the Oklahoma Statutes, and that as Athletic Director or Professor of Physical Education Second Party is in all respects qualified for coverage and is covered by FIRST PARTY'S Retirement Plan of 1951, and in particular is covered by the supplemental retirement benefits provisions of said Retirement plan."

4. It is mutually understood by the parties hereto that except as specifically amended and changed hereby, said contract of January 1, 1952, is to remain in all respects in full force and effect, including the provision permitting SECOND PARTY to terminate the contract for the purpose of entering into private business.

5. Each of the parties hereto expressly acknowledge receipt of a good and valuable consideration inducing each party to execute this instrument.

IN WITNESS WHEREOF, the parties hereto have executed this agreement for amendment to contract on the day and year first above written.

REGENTS OF THE UNIVERSITY OF OKLAHOMA

ATTEST:

BY

President

Secretary

C. B. Wilkinson

APPROVED:

President of the University

Approved.

President Cross recommended confirmation of the appointment of Ray Nagel as Assistant Football Coach, replacing Bill Jennings who resigned. Mr. Nagel's appointment is to become effective March 1, 1954, and the salary at the annual rate of \$6,000.

Approved.

March 11, 1954

4855

President Cross recommended authorization to enter into a contract with the Oklahoman and Times Charities, Inc., in connection with the professional football game between the Detroit Lions and the New York Giants on September 4, 1954, in Owen Stadium. The conditions under which the use of the Stadium is granted are set out in the contract form included in the agenda.

Approved.

President Cross recommended authorization to enter into contracts for freshman football games with the University of Tulsa and the Oklahoma A & M College in the fall of 1954, the dates to be determined later. The Tulsa game is to be played at Tulsa and the Oklahoma A & M game at Norman.

Approved.

President Cross recommended approval of the proposal as set forth in the communication from Dean Snyder which follows; that if approved by the University Regents the recommendation be sent to the State Regents for Higher Education for action:

March 2, 1954

"Dear President Cross:

"At its regular meeting on February 16, the Graduate Faculty voted unanimously to participate in the program of the Association of Research Libraries for publishing doctoral dissertations. I will explain this program in a moment, but the important thing to be said first is that our participation will require an increase of the publication fee from \$15.00 per student to \$25.00 per student. The Graduate Faculty requested me to recommend to you that the State Regents be asked to endorse this increased fee for each doctoral candidate.

"The following services will be provided to each student who completes a doctor's degree:

"A. There will be published a 600 word abstract of the dissertation in 'Dissertation Abstracts', which is supplied to libraries all over the country (published by University Microfilms, Inc.).

"B. A master microfilm negative of the full text of the original typescript of the dissertation will be prepared and stored at the University Microfilms in Ann Arbor.

"C. One positive microfilm copy of the dissertation will be deposited in the Library of Congress and will be listed in its Subject and Author catalog.

March 11, 1954

4854

"D. It will be possible for anyone who cares to read the dissertation to purchase a positive film copy at a cent and a quarter per page.

"It is obvious that the student will gain a good deal through this service. Prompt publication in a nationally recognized journal will be automatic for every doctor's dissertation. Microfilm copies will be readily available to anyone who cares to have them. It is equally obvious that the University will gain through this procedure since all its doctoral dissertations will be readily available to anyone, and it will no longer be necessary for us to publish abstracts.

"Hoping that you will bring this to the attention of the State Regents, I am

Yours very sincerely,

/s/ Laurence H. Snyder

Laurence H. Snyder
Dean of the Graduate College"

Approved.

President Cross recommended that the applicants for admission to the freshman class of 1954 in the School of Medicine as submitted by the Board of Admissions under date of March 5, be approved. The names of the applicants follows:

- | | | |
|--------------------|----------------------|----------------------|
| 1 Daniel, T. G. | 29 Buttram, H. E. | 57 Rock, B. L. |
| 3 Hammond, R. P. | 31 Ryder, Judith | 58 Hopper, Joy R. |
| 5 Conover, M. L. | 32 Broome, R. O. | 59 Smotherman, H. |
| 6 Bottomley, R. H. | 33 Hoke, Bob | 61 Lynn, C. A. |
| 9 Bishop, D. W. | 34 Richard, R. M. | 63 Atchison, R. B. |
| 11 Royne, R. D. | 35 Dooley, R. T. | 64-A Cotner, N. A. |
| 12 Shepherd, V. J. | 37 Mote, W. R. | 65 Ingram, M. H. |
| 15 Grisham, R. S. | 38 Nave, R. R. | 66 Cleaver, W. R. |
| 16 Tatom, J. H. | 41 Kunkel, J. A. | 68 Smith, P. J. |
| 18 Rohrer, G. V. | 43 Richardson, J. | 69 Leatherman, D. D. |
| 19 Calhoun, H. W. | 44 Wilson, J. W. | 71 Laughlin, L. O. |
| 20 Stakle, Sylvia | 46 Kiensle, J. A. | 72 Maldonado, W. E. |
| 21 Williams, J. S. | 47 Stark, J. A. | 73 White, J. V. |
| 22 Coffey, C. M. | 48 Holloway, H. C. | 74 Naughton, J. P. |
| 23 Cooper, F. H. | 49 Kennedy, B. D. | 75 Worthen, P. L. |
| 24 Messenbaugh, J. | 50 Evans, A. G. | 76 Mainbourg, Chas. |
| 25 Owen, J. R. | 51 Morgan, W. R. Jr. | 77 Bolene, W. D. |
| 26 Wilson, L. M. | 53 Heinrichs, W. L. | 78 Cloud, R. S. |
| 27 Green, G. A. | 54 Bernhardt, W. G. | 79 Hoffmeister, W. |
| 28 Bressie, J. L. | 56 Crowe, R. E. | 80 Pierce, W. E. |

March 11, 1954

4355

81 Parker, I. T. Jr.	121 Arndt, J. E.	107 Blake, R. L.
82 Stephenson, P. L.	30 Barton, Clyde W.	108 Craig, K. B.
83 Bridges, R. G.	36 East, Naomi M.	111 Griffin, J. E.
84 Seeman, R. D.	62 Cagle, R. E.	114 Mitchell, Dan Jr.
86 Marble, W. J.	64 Tuck, Cary A.	116 Perry, Hugh, Jr.
87 Ferguson, E. B.	85 March, D. W.	120 Huser, J. M.
89 Brett, D. E.	88 Rickey, O. L. Jr.	122 Rhinehart, D. F.
90 Burgett, R. E.	91 Barney, D. C.	123 Dixon, G. R.
92 Doty, R. J.	95-A Gonzales, I. E.	129 Matthews, P. O.
93 Cunningham, W. A.	96 Woodruff, Bill E.	130 Marshall, C. E.
94 Foerster, D. W.	98 McCollough, B. L.	Yates, D. L. (Readmission)
95 Hill, J. M.	100 Palmer, W. H.	Lambiotte, E. J. (2nd yr)
102 Kemmerly, P. C.	103 Gordon, Glenn W.	Linde, L. M. (3rd yr)
106 Braahear, E. A.		

Regent Grisso stated he would move approval of J. M. Huser, No. 120 on the list. Regent Little moved, and it was voted to approve the applicants recommended.

President Cross stated this completes the selections for the 1954 class as reported in the communication from the Board of Admissions earlier during this meeting.

There being no further business the meeting was adjourned at 3:15 p.m. to meet again at 10:00 a.m. on Monday, March 22, 1954.

Earl R. Kraetzel, Secretary