

12-8-1987

# University of New Mexico Board of Regents Minutes for December 08, 1987

University of New Mexico Board of Regents

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THE MINUTES OF THE MEETING OF  
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

December 8, 1987

The Regents of the University met at 10:00 a.m. on Tuesday, December 8, 1987 in the Roberts Room, Scholes Hall. Affidavits concerning the public notice of this meeting are on file in the Office of the Secretary of the University.

**Present: Ken Johns, President**

Robert L. Sanchez, Vice President  
John D. Paez, Secretary and Treasurer  
Jerry Apodaca  
Frank Borman  
Siegfried Hecker  
Colleen Maloof  
Jack Omdahl, President, Faculty Senate, Advisor  
Mimi Swanson, President, GSA, Advisor  
Lillian Montoya, President ASUNM, Advisor  
Brian Burnett, President, Alumni Association, Advisor

**Also Present: Gerald May, President of the University**

Joel Jones, Vice President for Administration and Student Affairs  
F. Chris Garcia, Vice President for Academic Affairs  
David Mc Kinney, Vice President for Business and Finance  
Leonard Napolitano, Director, School of Medicine  
Richard Holder, Associate Vice President for Academic Affairs  
Ignacio Cordova, Associate Vice President for Academic Affairs  
Anne J. Brown, University Secretary  
Nick Estes, University Counsel  
Mary Anne Isaac, Director, Public Affairs

Representatives from the News Media

\* \* \* \* \*

It was moved by Regent Sanchez Adoption of the Agenda  
seconded by Regent Maloof, that the Regents adopt the agendas as printed with two amendments: (1) add item V B.--Amendment to the ASUNM Constitution, and (2) add item VI E.--President May's Contract. The Regents adopted the agenda as amended.

\* \* \* \* \*

It was moved by Regent Minutes of November 10, 1987  
 Sanchez, seconded by Regent Maloof,  
 that the Regents approve the minutes of November 10, 1987 as distributed.  
 Carried.

\* \* \* \* \*

President Gerald May reported Administrative Report  
 that on December 1, 1987 UNM collabo-  
 rated with Sandia Laboratories and the State of New Mexico in sending a  
 proposal for Sematech. The University offered a 32 acre site in its Research  
 Park for Sematech which will shortly make a decision as to where the  
 consortium of companies will locate. If Sematech accepts the offer, the State  
 will construct the building which will revert to the University in the future.

On November 9, the University hosted a state-wide articulation  
 conference which dealt with the issue of transfer of credits from two-year  
 schools. Some agreements were proposed and it is anticipated that more of  
 these conferences will be held in the future.

Another distinguished conference is on campus today, the United Nations  
 International Seminar on Strategies and Policies to Combat Organized Crime.  
 Ten nations have sent representatives to this seminar.

On December 3, the University hosted Legislators Appreciation Day.  
 About thirty legislators as well as many of our alumni, participated in the  
 day-long event.

President May said it was his pleasure to report that Robert J. Stamm,  
 board chairman and chief executive officer of Bradbury and Stamm Construction  
 Company, has been selected by the National Association of State Universities  
 and Land-Grant Colleges as the University of New Mexico's Centennial Alumnus.  
 The association, which is observing its centennial this year, represents most  
 of the major public institutions of higher education in the nation. As part  
 of its centennial celebration, the association is recognizing Centennial  
 Alumni from each member institution who were selected for their "outstanding  
 contributions and character." Mr. Stamm, who earned his Bachelor of Science  
 Degree in civil engineering from UNM in 1943, has been a board member or  
 officer of the UNM Foundation, the UNM Alumni Association; the UNM Centennial  
 Executive Committee; the UNM Lobo Club; and the UNM Development Fund. He is  
 also active with many other professional and civic organizations and earlier  
 this year was named "Engineer of the Year" by the Albuquerque Chapter of the  
 New Mexico Society of Professional Engineers.

Mr. Stamm was introduced to the audience, and Regent President Ken  
 Johns presented the NASULGC Alumni medal to him.

President May continued his report by saying that this year UNM has  
 instituted a Faculty Scholars Program which is designed to recognize some of  
 our best faculty members by temporarily freeing them from teaching duties so  
 that they can collaborate on interdisciplinary research projects. Vice  
 Presidents Chris Garcia and Paul Risser are co-directors and sponsors of the  
 program. In addition to working on new research ideas, the faculty members

will present public lectures on their work, conduct seminars with other faculty members and students, and eventually publish the results of their efforts. It is anticipated that the program will not only make possible special creative research on the part of the faculty, but will increase the opportunities of other members of the academic community to share in the excitement of their work.

President May called upon Vice President Garcia who introduced the following Faculty Scholars: Roger Y. Anderson, Geology; Beverly H. Burris, Sociology; Jane E. Caputi, American Studies; Rafael M. Diaz, Psychology; Louise A. Lamphere, Anthropology; and Randy Thornhill, Biology. Vice President Garcia said that the six faculty members were in competition with many outstanding professors. Proposals were submitted to respective department chairs and college deans and the best recommendations were sent forward to the selection committee which was composed of Christiane Joost-Gaugier, Professor Art History; Henry Ellis, Distinguished Professor of Psychology; Vera John Steiner, Presidential Professor in the College of Education; and Vice Presidents Garcia and Risser. Twenty-six proposals were received and the six faculty just introduced were chosen as the first UNM Faculty Scholars.

\* \* \* \* \*

President May explained that Amendment to Agreement with Georgia O'Keeffe on April 23, 1986, the Board of Regents ratified an agreement between the University, the Museum of New Mexico, and the Estate of Georgia O'Keeffe which provided that the University was to receive two of Ms. O'Keeffe's works of art, one valued at \$475,000 and the other valued at \$275,000.

More recently, an amended agreement with the O'Keeffe estate was negotiated by Peter Walch, Director of the Art Museum, and Assistant University Counsel, Ed Chavez. The new agreement provides that the University is to receive title and possession of two works of art, each having a value of \$275,000. Title to the third work ("Grey Hill Forms", valued at \$475,000) will go to the Museum of New Mexico, but the University will take permanent possession. Under the terms of the Loan Agreement between the University and Museum of New Mexico, the University will have the right to display the work of art, loan the work of art to third parties, and assume all credit for having the work of art in its permanent collection. The Loan Agreement provides that neither the University nor the Museum of New Mexico will dispose of Grey Hill Forms absent the consent of the other party and then only to purchase a different O'Keeffe work of art.

It is believed that the University's position is significantly improved as a result of this amendment, and President May recommended that the Regents ratify the amended agreement.

It was moved by Regent Apodaca, seconded by Regent Paez, that the Regents ratify the amended agreement as requested. Carried.

(Note: the signed amendment is filed with the official minutes of the meeting.) Also filed with these minutes are the original agreement and the revised instrument of transfer.

Regent Robert Sanchez told the Regents that there was a need to draft a new operating agreement with the UNM Los Alamos Advisory Board in order to clarify the responsibilities, the establishment of programs, and the financial relationship between UNM Main Campus and the UNM Los Alamos Branch Campus. The agreement as printed in the agenda has been approved by the Los Alamos Branch Advisory Board and the Regents' Finance and Facilities Committee.

Operating Agreement with UNM Los Alamos

It was moved by Dr. Paez, seconded by Regent Maloof, that the Regents approve the agreement as presented. Carried.

(Note: The entire agreement is filed with the official minutes of the meeting.)

\* \* \* \* \*

Regent Sanchez said that the budget revision for Gallup Branch for FY 1987-88 is necessary to include the building fee of \$24,000 in Debt Service instead of Instructional and General; to increase expenditures in Instruction by \$16,000 to match a federal grant; to increase expense and revenue in Public Service by \$16,000 to accommodate additional mill levy for Area Vocational School; and to increase restricted Instruction and General by \$40,000 for a new federal grant.

FY 1987-88 Budget Revision for Gallup Branch

It was moved by Regent Maloof, seconded by Regent Sanchez, that the Regents approve the budget revision as presented. Carried.

GALLUP

	CURRENT BUDGET	PROPOSED INCREASE (DECREASE)	REVISED BUDGET
UNRESTRICTED INSTRUCTION & GENERAL			
REVENUES:	\$2,959,900	(\$24,000)	\$2,935,900
EXPENSES:			
INSTRUCTION	\$1,610,400	\$16,000	\$1,626,400
ACADEMIC SUPPORT	\$239,900		\$239,900
STUDENT SERVICES	\$258,100		\$258,100
INSTITUTIONAL SUPPORT	\$446,700		\$446,700
OPER & MAINTENANCE	\$311,800		\$311,800
TRANSFERS:	(\$93,000)	\$24,000	(\$69,000)
NET CHANGE IN BALANCE	\$0	(\$16,000)	(\$16,000)

REVENUES & TRANSFERS DECREASED FOR THE BLDG FEES WHICH ARE IN DEBT SERVICE.  
EXPENSES INCREASED FOR MATCHING PORTION OF NEW FEDERAL GRANT.

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GALLUP  
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	CURRENT BUDGET	PROPOSED INCREASE (DECREASE)	REVISED BUDGET
UNRESTRICTED PUBLIC SERVICE			
REVENUES:	\$413,700	\$16,000	\$429,700
EXPENSES:	\$413,700	\$16,000	\$429,700
TRANSFERS:	\$0	\$0	\$0
NET CHANGE IN BALANCE	\$0	\$0	\$0

REVENUES & EXPENSES INCREASED AS RESULT OF MIL LEVY FOR  
AREA VOCATIONAL SCHOOL.

UNRESTRICTED  
DEBT SERVICE

REVENUES:		\$24,000	\$24,000
EXPENSES:			\$0
TRANSFERS:	\$0	(\$24,000)	(\$24,000)
NET CHANGE IN BALANCE	\$0	\$0	\$0

REVENUES & TRANSFERS INCREASED FOR BLDG. FEES BEING REPORTED  
IN DEBT SERVICE RATHER THAN I & G.

RESTRICTED  
INSTRUCTION & GENERAL

REVENUES:	\$401,100	\$40,000	\$441,100
EXPENSES:			
INSTRUCTION	\$225,400	\$40,000	\$265,400
ACADEMIC SUPPORT	\$7,400		\$7,400
STUDENT SERVICES	\$152,000		\$152,000
INSTITUTIONAL SUPPORT	\$8,900		\$8,900
OPER & MAINTENANCE	\$7,400		\$7,400
TRANSFERS:			\$0
NET CHANGE IN BALANCE	\$0	\$0	\$0

REVENUES & EXPENSES INCREASED AS RESULT OF NEW FEDERAL GRANT.

Regent Jerry Apodaca stated Resolution re Minority Recruitment that the Student Affairs Committee feels that UNM needs to develop some aggressive processes with which to recruit more minority students not only within our own state but from other universities as well and he asked that the Regents approve the resolution as presented in the agenda.

GSA President Mimi Swanson said that the resolution evolved over a considerable period of time with numerous discussions with Lillian Montoya, President of ASUNM. It was her opinion that little or nothing is being done to actively recruit minority graduate students. It is felt that the minority undergraduate recruitment effort is excellent on this campus and that resources and energy should now be diverted to graduate minority recruitment. The resolution was approved by the GSA Council unanimously with one amendment--in fifth paragraph strike the words "the appropriate" and substitute the word "all." The resolution directs the Office of Graduate Studies and the deans to take action in regard to minority graduate student recruitment.

It was moved by Regent Apodaca, seconded by Regent Borman, that the Regents adopt the amendment as approved by the GSA Council. Carried.

It was moved by Regent Sanchez, seconded by Regent Maloof, that the Regents approve the resolution as amended. Carried.

The resolution, as amended, follows:

WHEREAS: WICHE has reported that "the greatest population growth in the next twenty years will take place among minority populations, whose rates of post secondary educational attainment and socioeconomic status have been low historically," and

WHEREAS: UNM's enrollment pattern of minority graduate students has not shown dramatic improvement since 1976; and

WHEREAS: Graduate degrees for minorities are critical if they are to compete in a highly technological climate in New Mexico; and

WHEREAS: Tuition costs for graduate education continue to rise at a more rapid rate than the financial aid resources;

BE IT THEREFORE RESOLVED that the Office of Graduate Studies and the Deans of all schools and colleges be given the responsibility for an active recruitment program, the purpose of which will be to recruit more minority graduate students.

BE IT FURTHER RESOLVED that the Director of Financial Aids, in cooperation with the Office of Graduate Studies, review the current financial aid situation of minority graduate students and make recommendations to the UNM administration on how to increase financial aid for minority graduate students.

\* \* \* \* \*

It was explained that the ASUNM ~~Amendment to ASUNM Constitution~~ Amendment to ASUNM Constitution Constitution, Article III, Section 7, includes the Film Committee and the Popular Entertainment Committee as executive agencies. For the past ten years ASUNM has funded Fiestas, Homecoming Committee; Elections Committee, Lobby Committee, Speakers Committee, Crafts Studio, Textbook Co-op, Special Projects Committee, and Minority Recruitment/Retention Committee, and the Student Senate and the Student Body have voted to amend the constitution to include these agencies. Also, the Student Senate and the Student Body voted to add Section 7, H "An additional service to be provided shall be the ASUNM Duplicating Center."

It was moved by Regent Apodaca, Seconded by Regent Paez, that the Regents ratify the amendments to the ASUNM Constitution as presented. Carried.

\* \* \* \* \*

Vice President Chris Garcia Western Undergraduate Exchange Program explained that the Western Interstate Commission on Higher Education (WICHE), a reciprocating group of 14 western states, has asked UNM to become a member of the newly instituted Western Undergraduate Exchange Program. The University already participates in graduate and professional exchange programs through WICHE. Basically, these programs facilitate movement of students between the WICHE colleges and universities by giving special concessions in the area of tuition. It is felt that UNM should become a member of this program because our students would be able to take advantage of programs not offered at UNM and, in turn, it is an opportunity for UNM to attract students who otherwise might not come to this institution. In order to send our students to other universities and to have out-of-state students come here, UNM must be a member of the program. Additional resources are not needed for the program and it is expected that only a small number of students will enroll in the classes the first year. It is requested that the Board of Regents approve a special tuition rate -- in-state tuition plus 50% -- so that UNM might become a member and participate in the Western Undergraduate Exchange Program.

It was moved by Regent Hecker, seconded by Mrs. Maloof, that the Regents approve the tuition reduction as outlined.

Regent Sanchez moved that the motion be amended to state that in three years the matter will be brought back to the Regents for review. This motion was seconded and carried. Thereupon the original motion, as amended, carried.

\* \* \* \* \*

Vice President Garcia said that Report re Enrollment this fall the University of New Mexico has enrolled 24,190 students -- 66% regular undergraduate students, 17% non degree students, and 17% graduate and law students. Total enrollment is up 1.6% over the fall of 1986, and undergraduate enrollment is up 4.8%. Since 1983, when the admissions requirements were raised, student performance indicators have improved. In fall 1987, students at UNM scored higher on the



ACT than students at other state institutions with the exception of New Mexico Tech, and the percentage of students needing remediation dropped from 60% in 1983 to 41% in 1987. This indicates that high schools students are taking courses that prepare them to meet our admissions requirements. New freshmen distribution by sex and race/ethnicity has changed slightly since 1983. Percentages of female students has increased from 51% to 54%; anglo students from 60% to 67%; and Hispanic decreased from 30% to 26%. Number of graduate and law students has remained fairly stable with a 1.8% increase from fall 1986. The most dramatic increase in student enrollment at the branch campuses was at Valencia which now has more students than the Los Alamos Branch.

It is generally felt that the higher admissions requirements will continue to insure better prepared freshmen who will have a better chance to complete their baccalaureate degree at UNM.

Regent Frank Borman asked Vice President Garcia to secure data on the University's peer group of institutions concerning GPA, percentile rank in class, ACT composite, and remediation.

\* \* \* \* \*

Regent Siegfried Hecker said President May's Salary that in May 1987, President May was given a contract with an indefinite appointment and that the compensation package recommended today completes the terms of the new contract, effective July 1, 1987. President May will be compensated at \$100,000 for the twelve-month period of July 1, 1987 to June 30, 1988. Regent Hecker emphasized that this action by the Regents reaffirms confidence in President May and the job he has done since he has been in office. He said that the Regents view the salaries of the faculty and staff to be the most pressing problems that the University faces today, and the Regents believe this action underscores their vision of excellence for UNM. The Regents are committed to regaining a competitive salary structure for the entire university. Raising the President's salary allows the raising of the overall ceiling and will give the President additional flexibility to be able to attract and retain faculty and administrators. The Regents believe that the President's compensation should be competitive with other similar universities, therefore, the salary was based on his performance and a market comparison with other comprehensive state research universities.

Other features of the contract include:

- Termination by either party upon one year's written notice or by mutual agreement at an agreed upon time.
- Devotion of his entire time, attention and energy to the business of the University.
- Use of a University automobile, the maintenance and operating costs of which will be paid by the University.
- A housing allowance of \$1000/month.
- Term life insurance in the amount of twice his salary.
- Other fringe benefits customarily extended to employees of the University.

Regent Hecker said that this had been a most peculiar salary negotiation because President May insisted on a lower compensation level than the Regents were willing to offer.

Regent Apodaca stated that it is important to convey to the University community and the University constituency in general the feelings of the Regents concerning President May and he reaffirmed his support for the terms of the contract. Regent Apodaca then moved that the Regents approve President May's contract as presented. The motion was seconded by Regent Maloof and carried.

\* \* \* \* \*

Regent Hecker, for the Academic Affairs Committee, moved that the Regents delegate authority to the President and the Vice President for Academic Affairs in all matters pertaining to sabbaticals and leaves without pay. He said that the Committee has full confidence that the President of the University and the Vice President for Academic Affairs will monitor all leaves in accordance with policies already approved by the Regents. However, to make sure that the Regents continue to be informed on these issues a listing of all leaves will be presented in each agenda along with the contracts, resignations, and retirements.

The motion was seconded by Regent Paez and carried.

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A list of contracts, resignations, and retirements was presented in the agenda for the Regents' information.

I. CONTRACTS

<u>St. Date</u>	<u>Name</u>	<u>Title &amp; Dept.</u>	<u>Appt Code*</u>	<u>FTE</u>	<u>Mos.</u>	<u>Contract Salary</u>
<u>A. New Faculty and Administrators 1987-88</u>						
10/1/87	Royer, Robert E.	Research Asst Prof of Biochemistry	V	100	9 (12)	24,000 32,000)
10/1/87	Crooks, Lida A.	Asst Prof of Pathology	1 VAMC:100	9	9 (12)	59,938 79,918)
<u>Education:</u> BS, NM State Univ 1974; MD Univ of New Mexico 1978; Internship, Brooke Army Med Ctr 1978-79; Residency, Brooke Army Med Ctr 1979-82. <u>Professional Experience:</u> Medical Director, Chemistry Section, Dept of Pathology, Brooke Army Med Ctr; Chief, Anatomical Pathology Service, Dept of Pathology, Brooke Army Med Ctr 1986-87. <u>Publications:</u> author or co-author of five articles in professional journals.						
11/1/87	Lockwood, Rhodes (Staff Appt.)	Director, UNM Child Care Center		100	8 (12)	13,333 20,000)
11/1/87	Tapia, Joanne P. (Staff Appt.)	Asst to the Vice President for Admin & Student Affairs		100	8 (12)	16,000 24,000)

B. Revised Contracts 1987-88

8/17/87	Abbenante, Josie	Asst Prof of Art Education	1	100	9	21,860
	Revised to change title and tenure code.					
8/17/87	Cain, Robert L.	Lect in Constr Tech, Gallup Br	N	100	9	24,402
	Revised to change title and tenure code.					
8/17/87	Clark, Lane H.	Asst Prof of Math & Stat	4	100	9	29,920
	Revised to amend tenure code.					
8/17/87	Coughlin, Richard	Chair of the Dept of Sociology (Sem I only); Assoc Prof of Sociology	T	100	9	38,930 (SAC: 1,000)
	Revised to remove SAC for administrative duties during Sem II.					
8/17/87	Kolchevska, Natasha	Acting Chair of the Dept of M&CL (Sem II only); Assoc Prof of M&CL	T	100	9	26,430 (SAC: 1,750)
	Revised to add SAC for administrative duties during Sem II.					
8/17/87	Dawson, James P.	Lect in Business Tech, Gallup Br	N	100	9	22,741
	Revised to change title and tenure code.					
8/17/87	Holzapfel, Tamara	Prof of Modern & Classical Languages	L	100	4.5 (9	22,500 45,000)
	Revised to show equity increase in base salary and indicate final appointment prior to retirement.					
8/17/87	LaFree, Gary D.	Acting Chair of the Dept of Sociology; Assoc Prof of Sociology	T	100	9	34,340 (SAC: 1,000)
	Revised to add SAC for administrative duties during Semester II.					
8/17/87	Shea, Jerome P.	Asst Prof of Supp Educ (English), Univ College	6	100	9	23,105 (SAC: 400)
	Revised to add SAC for administrative duties as Academic Coordinator, University College.					
8/17/87	Walters, Edward	Assoc Chair of the Dept. of Chemistry; Prof of Chemistry	T	100	9	37,500 (SAC: 1,000)
	Revised to add SAC for administrative duties.					
8/17/87	Woodward, Carolyn	Asst Prof of English	1	100	9	24,500
	Revised to change title, tenure code and salary upon completion of requirements for doctorate.					

## II. RESIGNATIONS

<u>Name</u>	<u>Title &amp; Dept.</u>	<u>Effective Date</u>
Chiovetti, Robert	Asst Prof of Biology; Asst Prof of Anatomy (PT)	12/31/87
Hays, Marvin B.	Assoc Prof of Orthopaedics	09/30/87
Smith, Brian R.	Assoc Prof of Pharmacy	01/27/88 (revised date)

## III. RETIREMENTS

<u>Name</u>	<u>Title &amp; Dept.</u>	<u>Effective Date</u>
Brill, Eleanor Jane	Clerical Specialist V, Dept. of English	withdrew request published in 11/10/87 agenda.
Root, Mary Alice	Administrative Coordinator, Dept. of Biology	12/31/87
Russell, Tom Earl	Bldg Service Manager, Maintenance-MHC	12/31/87

## IV. NEW TEMPORARY PART-TIME FACULTY

Abeyta, Cara L.	Res Ext Instr, Speech Comm	Sem I	3,000
Anaya, Stephen J.	Lect II in Law	Sem I	1,500
Baca, Patricia A.	Adj Lect, Los Alamos Grad Center	Sem I	1,800
Beltran del-Rio, Salvador	Asst Professor of Law	Sem I	2,000
Bennett, Joel G.	Adj Lect in Chemical Engr, Los Alamos Br	Sem I	1,350
Bilberry, Debra S.	Adj Lect in Management, Los Alamos Br	Sem I	1,350
Bonafair, Thomas	Lect in Management	Sem I	2,000
Bridgford, Clay	Lect II in Speech Comm	Sem I	2,100
Burdeau, Howard	Lect in Management	Sem I	2,000
Carter, Mary M.	Adj Lect in Management, Los Alamos Br	Sem I	1,350
Casados, James	Lect II in Law	Sem I	1,000
Christian, Robert E.	Adj Lect, Diesel Tech, Gallup Br	Sem I	1,080
Collins, Ingamarie	Asst Instr, Counselor Educ, Santa Fe Grad Center	Sem I	1,000
Cook, Thomas J.	Adj Lect, Business Tech, Los Alamos Br	Sem I	1,350
Cooper, Anne E.	Vis Lect in Art/Art History	Sem I	2,100
Cooper, Hal	Adj Professor of Civil Engr	Sem I	2,100
Coughenour, Michael	Instr in HPER	Sem I	450
Crawford, Rebecca	Vis Lect in Theatre Arts	Sem I	1,400
Crawford-Cox, Lynn	Lect, Theatre Arts (Dance)	Sem I	1,400
Dannenberg, William	Lect II in Speech Comm	Sem I	2,100

Dickerson, George	Instr in TOE	Sem I	1,800
Diegert, Carl	Adj Asst Professor of EECE	Sem I	2,100
Diggs, Gary	Adj Instr in Mech Engr	Sem I	4,200
Disrud, Darrell	Lect II in Speech Comm	Sem I	2,000
Donovan, William	Adj Lect in Journalism, Gallup Br	Sem I	620
Dykhuisen, Ronald	Adj Professor of Mech Engr	Sem I	2,100
Edwards, Robb	Vis Instr in Computer Prog, University College	Sem I	945
Evanko, Stephen	Asst Instr in Biology	Sem I	1,500
Farmer, Mary P.	Lect II in English	Sem I	3,900
Frazier, Michael	Lect II in Psychology	Sem I	2,100
Heaton, Richard	Asst Instr, Computer Sci., Los Alamos Br	Sem I	499
Hendrickson, Linnea	Instr in CIMTE	Sem I	1,700
Heske, Edward	Adj Asst Professor of Biology	Sem I	3,000
Hooks, Judy	Adj Lect in CIMTE, Valencia Br	Sem I	2,400
Howes, Gloria J.	Adj Lect in CIMTE, Gallup Br	Sem I	1,508
Hughes, Tommy	Lect II in Law,	Sem I	500
Irvine, Patricia	Instr, Supplemental English, University College	Sem I	1,800
James, Jocelyn	Instr in Educ Fdns	Sem I	1,800
Kells, Steven	Vis Lect, Arch/Plan	Sem I	4000
Kendrick, William G.	Res Ext Instr, Philosophy	Sem I	1,500
Lamont, Austin	Res Ext Co-Instr, Film-TV	Sem I	1,250
Magner, Candace	Adj Lect in Music, Los Alamos Br	Sem I	675
Maleghed, Mansoor	Res Ext Instr, M&CL	Sem I	300
Martinez, Arthur L.	Adj Instr in Mech Engr	Sem I	2,100
Misra, Satya D.	Adj Lect in English, Gallup Br	Sem I	335
Moody, Margaret	Lect in Management	Sem I	2,000
Moore, George K.	Adj Lect, Computer Science, Valencia Br	Sem I	1,200
Moore, Vanann E.	Adj Lect in Theatre Arts, Valencia Br	Sem I	1,350
Morrell, Lawrence	Adj Asst Professor of Family Studies	Sem I	1,650
Motaghd, Mansoor	Res Ext Instr, M&CL	Sem I	300
Nelson, Ralph	Adj Lect in Mech Engr, Los Alamos Grad Center	Sem I	900
Pasamehmetoglu, Kemal	Adj Lect in Mech Engr, Los Alamos Grad Center	Sem I	900
Pierce, Kenneth	Adj Instr in Mech Engr	Sem I	2,100
Plummer, Diane	Adj Lect, Human Services, Gallup Br	Sem I	1005
Polk, Gregory	Res Ext Instr, Architecture	Sem I	800
Porter, Alan K.	Adj Instr in Civil Engr	Sem I	1,500
Rackstraw, Marcia	Vis Lect, Art/Art History	Sem I	2,100
Riechman, Norman	Adj Lect, Materials Mgt Technology, Los Alamos Br	Sem I	1,710
Risinger, Frances	Asst Professor of Psychology	Sem I	2,100
Rodriguez, Hugo A.	Adj Instr in Public Admin	Sem I	1,320

Sanchez, Joseph P.	Asst Professor of Geography	Sem I	1,900
Sartin, Marvin	Adj Lect, Computer Science, Valencia Br	Sem I	1,200
Schuler, Karl	Adj Professor of Mech Engr	Sem I	2,800
Schulz-Ekloff, Gunter	Vis Professor of Chemistry	Sem I	3,000
Schwegler, Erwin	Adj Lect, Mechanical Tech, Los Alamos Br	Sem I	998
Sinclair, Shelley	Adj Lect in History, Valencia Br	Sem I	3,150
Sinha, Raji,	Lect II in Math/Stat	Sem I	3,450
Smeloff, Mary-Michal	Lect I in M&CL	Sem I	1,350
Smith, Timothy	Adj Lect, Mechanical Tech, Los Alamos Br	Sem I	3,150
Solomon, Jeri	Adj Lect in Sociology, Los Alamos Br	Sem I	1,350
Sperry, Glade	Vis Lect, Arch/Plan	Sem I	4,200
Stockley, Robert	Adj Lect, Mechanical Tech, Los Alamos Br	Sem I	3,150
Sun, Huicheng	Lect III in Math/Stat	Sem I	4,200
Sutton, Cortland	Vis Lect I in Journalism	Sem I	3,200
Taylor, Margaret	Adj Lect in English, Valencia Br	Sem I	1,350
Taylor, Paul	Lect III in English	Sem I	2,500
Truitt, John A.	Asst Instr in Music	Sem I	1,670
Turner, Cynthia	Asst Instr in Dental Progs	Sem I	1,320
Umari, Amjad	Adj Professor of Civil Engr	Sem I	2,100
Villafane, Federico	Lect II in Music	Sem I	2,200
Walters, Billy	Vis Lect in Art/Art History	Sem I	2,100
Wells, Steve W.	Adj Lect in Banking, Los Alamos Br	Sem I	1,350
West, James T.	Adj Lect, Computer Science, Los Alamos Br	Sem I	1,350
White, James R.	Lect in Management	Sem I	2,000
Wiley, Richard	Adj Lect, Computer Sci, Los Alamos Br	Sem I	1,350
Willerton, Beverly	Adj Lect in Math, Los Alamos Br	Sem I	1,350
Williams, Will S.	Res Ext Instr, Arch/Plan	Sem I	1,200
Winters, M. Malcolm	Adj Lect, Banking, Valencia Br	Sem I	1,200
Wulfert, Egelgard	Asst Professor of Psychology	Sem I	2,100
Young, Tasia	Adj Lect in Women Studies, Los Alamos Br	Sem I	1,710
Youngblood, Gail J.	Lect II in Biology	Sem I	3,000

\* \* \* \* \*

GSA President Mimi Swanson gave Report from GSA and ASUNM a brief overview of the Graduate Student Association. She said that GSA is allocated \$121,000 each year from student fees and of that amount 76% goes directly back to the students in the form of prorated benefits, the Student Research Allocations Committee and the Projects Committee. The Student Research Allocations Committee operates on a budget of approximately \$20,000. The Vice President for Research gave this

Committee \$8,000 and negotiations are underway with the Dean of Arts and Sciences for another \$8,000. These monies are awarded primarily to graduate students whose applications rank in the top 20% of those received, to attend professional meetings or to publish research journals.

The Projects Committee has a budget of about \$10,000 and is now engaged in projects which are collaborative efforts with faculty members. Through the Projects Committee the GSA has helped sponsor a conference on the homeless, has funded the Black Law Students Association, and has helped the Mexican-American Student Association. These are only a few of the projects which were funded.

Ms. Swanson said that she perceives that emphasis at the University is on the undergraduate student and she believes that the institution needs to understand more about its graduate student population. She distributed to each Regent an information booklet concerning the Graduate Student Association and asked that they review the contents in order to get a clear picture of exactly what services the GSA performs.

President of ASUNM Lillian Montoya said that the executive agencies of the association are outstanding. The twelve agencies are funded with the \$380,000 which ASUNM realizes from student fees. ASUNM also funds over sixty charter student groups. Student government consists of three branches -- executive, legislative, and judicial -- and the two most active components are the executive and legislative. She said that it is a hard job to represent the 19,000 students on our campus, especially now when so many of the students are not happy with the institution. More and more students come to the ASUNM offices to express discontent and they feel that students are no longer considered viably important to administrative decision making. She mentioned the recent controversy over the selling of student seats in the Arena to Lobo Boosters and said that the Athletic Policies and Procedures Manual, approved by the Board of Regents, is not being followed in some instances. However, nothing is done about this, and it seems that decisions are being made without consulting those directly affected by the decision. She also said that there was no student input into decisions affecting KUNM Radio. Both the Athletic Department and KUNM receive funds generated by student fees. The Athletic Department receives \$636,000 from student fees and KUNM receives funds through the ASUNM.

Ms. Montoya concluded her report by reading a resolution which was passed by the Student Senate:

WHEREAS the Board of Regents has ultimate authority over the University of New Mexico and

WHEREAS according to the Regents' Handbook, the Regents invite advice and suggestions about how this institution might carry out its mission most effectively, and

WHEREAS more interaction between students and Regents would prove beneficial to the University as a whole, and

WHEREAS opportunities to advise or offer suggestions to the Board of Regents has been difficult because the gallery is not permitted to speak during Regents' meetings, and

WHEREAS students are not only concerned with the University during their tenure as students but are ultimately concerned with the quality of this institution now and in the future,

THEREFORE BE IT RESOLVED that the ASUNM urges the Board of Regents to become more involved in student issues and concerns and suggests that each member establish monthly office hours or some like forum to facilitate increased contact with the Student Body.

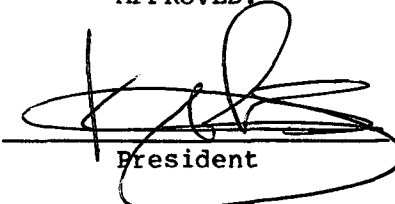
She said that students want to be supportive of UNM, they want increased communication with the administration and the Regents, and they need the Regents help.

The Regents thanked Lillian Montoya for her report and said that they were sensitive to the problems of the students and would work toward solutions to those problems.

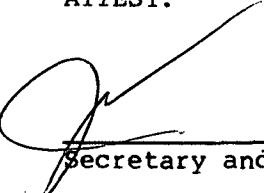
\* \* \* \* \*

The meeting adjourned at 10:50 a.m.

APPROVED:

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary and Treasurer



AGREEMENT

THIS AGREEMENT is entered into as of the 21st day of April, 1986, among the following parties: THE STATE OF NEW MEXICO, acting by and through its duly elected and qualified Governor, TONEY ANAYA, and its duly elected and qualified Attorney General, PAUL BARDACKE; THE BOARD OF REGENTS OF THE MUSEUM OF NEW MEXICO, acting by and through their duly elected and qualified President, CLETA H. DOWNEY (the "Museum"); THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, acting by and through their duly elected and qualified President, JERRY APODACA, (the "University") (hereinafter collectively referred to as the "State Parties"); and JOHN BRUCE HAMILTON, also known as JUAN HAMILTON, individually and as the duly appointed Personal Representative of THE ESTATE OF GEORGIA O'KEEFFE, DECEASED (the "Estate"), (hereinafter referred to as "Hamilton").

This Agreement is made in light of the following Recitals:

RECITALS:

A. Georgia O'Keeffe ("O'Keeffe") died in Santa Fe, New Mexico, on March 6, 1986. On March 10, 1986, Hamilton filed a Petition for Formal Probate of Will, Determination of Heirship and Appointment of Personal Representative with the District Court of Rio Arriba County, New Mexico (the "Court"), seeking formal probate of O'Keeffe's Last Will and Testament dated August 22, 1979 (the "Will") and two Codicils dated, respectively, November 2, 1983, and August 8, 1984 (the "First

Codicil" and the "Second Codicil," respectively; collectively, the "Codicils"). Said Petition was docketed as Cause No. RA-86-50(P) in said Court and was set for hearing on April 1, 1986.

B. On March 31, 1986, pursuant to motion filed in Cause No. RA-86-50(P) by Hamilton, the Court entered its order granting Hamilton leave to file an amended petition for formal probate, vacating the hearing on the original petition, informally probating the Will and the Codicils and informally appointing Hamilton as Personal Representative of the Estate. Pursuant to said order, Hamilton duly filed on April 1, 1986, his Amended Petition for Formal Probate of Will, Determination of Heirship and for Confirmation of Appointment of Personal Representative (the "Amended Petition"). The Amended Petition was set for hearing before the Court on April 21, 1986.

C. A question has arisen as to the proper interpretation of the Second Codicil and its effect on the Will (as amended by the First Codicil). This question has led to a dispute between the State Parties and Hamilton, which all parties now desire to resolve by this Agreement, subject to approval by the Court. The question arises from the fact that the Second Codicil refers to a will having been executed by O'Keeffe on August 11, 1979, whereas the will sought to be probated was executed on August 22, 1979. The State Parties assert, and Hamilton denies, that the Second Codicil did not have the legal effect of revoking Article NINTH of the Will, with the result that Hamilton retains the discretion

and the duty, granted to him under Article NINTH of the Will, to distribute one or more works of art created by O'Keeffe to each of the University of New Mexico and the Museum of New Mexico Fine Arts Museum. Hamilton asserts, and the State Parties deny, that the Second Codicil had the legal effect of totally revoking Article NINTH of the Will, with the result that all of the works of art referred to in said Article pass to him individually under the Residuary Clause in Article NINTH of the Second Codicil (redesignated as Article FOURTEENTH of the Will and amended in its entirety by the Second Codicil).

D. The parties acknowledge that the dispute referred to above is a bona fide dispute, that the law on this question in New Mexico is open to differing interpretation, and that the respective positions of the State Parties and Hamilton are based upon colorable, tenable and reasonable interpretations of the law as applied to the known facts and circumstances. The parties recognize that there is a substantial risk that each party's position would be rejected by a court of law and that the opposing position would be accepted. The parties desire to avoid such risk and to compromise and settle their dispute in the manner provided for in this Agreement.

In consideration of the foregoing Recitals and of the mutual Agreements hereinafter set forth, the parties agree as follows:

AGREEMENTS:

1. Probate of Will and Codicils. The parties hereby join in requesting the Court to enter its order granting the Amended

Petition, formally probating the Will and the Codicils, determining the heirship of O'Keeffe and confirming the appointment of Hamilton as Personal Representative of the Estate. If the Court enters such order, no party shall subsequently seek to vacate it for any reason except as specifically provided in this Agreement.

2. Court Approval of Agreement. Within three days after entry of the order referred to in paragraph 1 above, Hamilton shall file in Cause No. RA-86-50(P) a petition seeking approval of this Agreement and entry of an order authorizing and directing the parties to carry it into effect. The parties hereby jointly request the Court to set such petition for hearing at the earliest practicable time, do hereby each waive notice of such hearing, and do hereby jointly request the Court to enter such order. If the Court enters such order, no party shall subsequently seek to vacate it for any reason except as specifically provided in this Agreement.

3. Institutions' Ratification of Agreement. Within eighteen days after entry of the order referred to in paragraph 1 above, the Museum and the University (collectively, the "Institutions") shall submit this Agreement to their respective full Boards of Regents for approval and ratification. If for any reason either Institution fails to ratify this Agreement by May 9, 1986, the provisions of paragraph 5 below shall apply. However, pending submission of this Agreement to the two Boards

of Regents and ratification by each of them, the parties shall proceed in accordance with the provisions of paragraph 4 below.

4. Performance of Agreement. The following steps in performance of this Agreement shall be taken:

(A) Designation of Representatives. Each Institution shall designate one representative (with one adviser, if desired) to meet with Hamilton and to communicate to him the needs and desires of the Institution appointing him or her with respect to the works of art of O'Keeffe available for distribution to such Institution. The deadline for such designation shall be April 25, 1986.

(B) Meeting of Hamilton and Representatives. Hamilton and the Institutions' designated representatives (with any advisers) shall thereafter meet, singly or together, for the purpose referred to in subparagraph (A) above. The deadline for such meeting(s) shall be May 2, 1986.

(C) Appraisal of Works of Art. Hamilton has arranged for the works of art in the Estate to be appraised by Mr. Eugene Thaw. Hamilton shall instruct Mr. Thaw to complete his appraisal of the works of art eligible (as hereinafter described) for distribution to the Institutions and to submit it to Hamilton by May 2, 1986.

(D) Designation of Paintings by Hamilton. Upon receipt of the appraisal from Mr. Thaw, Hamilton shall designate two groups of seven oil paintings each from among those works created by O'Keeffe and available for distribution to the

Institutions. One such group shall be presented to each Institution as the group of seven works of art from which such Institution shall make its selection of one or more works, as hereinafter described. Unless otherwise requested, each group of seven shall contain at least one painting having a value between \$600,000 and \$750,000 and at least two paintings having a value of between \$250,000 and \$400,000. In no event shall any painting included in either group have a value of less than \$125,000. In addition, the paintings designated shall: (1) satisfy, in one or more respects, the needs and desires of the Institution for which designated, as communicated to Hamilton by that Institution's representative; (2) if desired by the Institution, have a southwestern subject and have been painted in New Mexico; and (3) take into consideration the criteria set forth in paragraph 7 below. The determination of the value of each painting shall be as established in Mr. Thaw's appraisal, shall be final and conclusive on all parties, and shall not be adjusted thereafter for any reason. The determination of each painting's satisfaction of eligibility criteria (1) and (2) in this subparagraph shall be made by Hamilton in his discretion, and such determination shall be final and conclusive on all parties. The deadline for the designation of the two groups of seven paintings each as described in this subparagraph shall be May 9, 1986.

(E) Selection of Paintings by Institutions.

Thereafter, each Institution shall select, from the group of seven paintings designated for it by Hamilton, one or more, but not more than three, paintings as those to be distributed to it pursuant to this Agreement. Hamilton will provide reasonable access to the designated works of art to each Institution's representative (and adviser, if any) so that the representatives may examine the works of art for the purpose of making the selections contemplated by this subparagraph. In addition, Hamilton will respond to reasonable requests by the Institutions for information and documentation with respect to the designated works of art. The number of paintings which each Institution shall be entitled to select shall be such as will result in an aggregate value of the paintings selected being not more than \$750,000.00. The value of each painting selected shall be determined as provided in subparagraph (D) above. The selection of each painting by each Institution, consistent with the provisions of this subparagraph, shall be final and conclusive upon all parties. The deadline for the selection of paintings as described in this subparagraph shall be May 14, 1986.

(F) Delivery of Possession. Thereafter, Hamilton shall deliver possession of each of the selected paintings to the Institution selecting it. Each such painting shall thereafter remain permanently in the possession of such Institution, with all risk of loss being thenceforth borne by such Institution, until transfer of ownership as described in paragraph 6 below.

The deadline for delivery of possession as described in this subparagraph shall be May 21, 1986.

5. Specific Performance. Except for the occurrence of any of the conditions described in this paragraph which will make this Agreement void, this Agreement shall be specifically enforceable, except as hereinafter specified, upon the application of any party to the Court. This Agreement shall be considered void and of no force or effect for any of the following reasons:

(A) The Court enters an order denying the Amended Petition referred to in paragraph 1 above;

(B) The Court enters an order denying approval of this Agreement, as requested by the parties pursuant to paragraph 2 above; or

(C) The Board of Regents of either Institution fails to ratify this Agreement.

If, but only if, this Agreement becomes void for any of the above reasons, any party shall be free to apply to the Court for vacation of any orders entered and to assert whatever legal claim or remedy the party deems proper, including any and all rights which such party had before execution of this Agreement.

Notwithstanding such limited reservation of rights, however, this Agreement shall remain in full force and effect unless and until one or more of the three (3) events specified above occurs; but performance of this Agreement shall be suspended if, and during such times as, any of the following events occurs:



(A) The Court fails to enter an order granting the Amended Petition referred to in paragraph 1 above, or, having entered such order, vacates it for any reason before it becomes final;

(B) The Court fails to enter an order approving this Agreement, as requested by the parties pursuant to paragraph 2 above, or, having entered such order, vacates it for any reason before it becomes final.

6. Transfer of Ownership. The parties contemplate that the Estate shall retain legal ownership, but not the right of possession, of the works of art delivered to the Institutions under the provisions of subparagraph 4(F) above until such ownership is no longer necessary or appropriate in the course of administration of the Estate. When ownership by the Estate is no longer necessary or appropriate, Hamilton shall, by an appropriate instrument, transfer ownership of such works of art to the Institution having possession thereof; and such transfer shall in all events be completed not later than sixty days after the values of such works of art have been finally determined for federal estate tax purposes. The instrument of transfer of ownership shall warrant that the works of art transferred are genuine and authentic and that the Estate has legal title thereto, subject to the terms of this Agreement. If for any reason such transfer of ownership is not completed as contemplated by this paragraph, the Institution entitled thereto shall have the right to maintain an action against Hamilton, the

Estate or any other person having any interest in the Estate to compel such transfer, but in no event shall the orders referred to in paragraphs 1 and 2 above be subject to vacation or modification.

7. Art Acceptance Act. The parties intend that the transfer to the Institutions of the works of art selected by them under this Agreement shall qualify, to the extent permissible under New Mexico law (and to the extent not claimed and allowed as a charitable contribution under Section 2055 of the Internal Revenue Code of 1954, as amended), as payment of the New Mexico estate tax payable by reason of O'Keeffe's death. The Institutions agree that such acceptance would be advantageous to the State and would (a) encourage growth of the Institutions' collections by the addition of significant and original works of art, (b) further the preservation and understanding of the arts traditions which exist in New Mexico, (c) further the appreciation of arts and cultures by the people of New Mexico, or (d) be compatible with the standards and collections policies of the Institutions. The Governor and the Institutions shall use their best efforts to obtain passage of legislation during the 1987 New Mexico Legislative Session, which proposed legislation shall seek (a) to increase the credit against the tax provided for under N.M. Stat. Ann. Section 7-7-20 (1978) such that the works of art acquired by the Institutions under this Agreement, together with any additional works of art chosen by Hamilton to be transferred to the Institutions subsequent to the date of

execution of this Agreement, may qualify for any increased credit provided under the proposed legislation, and (b) to include the Regents of the University of New Mexico as a permissible recipient of works of art under the Art Acceptance Act. Nothing in this paragraph 7 shall be construed to be a condition to the other obligations of the parties to this Agreement.

8. Conditions of Transfer. The works of art to be selected by the Institutions pursuant to subparagraph 4(E) above shall not be sold or otherwise disposed of by the Institutions for a period of twenty-five (25) years from the date of this Agreement, except that any work may be traded for another work or works of art created by O'Keeffe. During such twenty-five (25) year period, the Institutions shall have the right to reproduce their respective works of art for museum and scholarly purposes, including reproductions for note cards, posters, catalogs and similar publications originated by them or by other museums or educational institutions authorized by them. Reproductions for any other purpose shall not be made without the prior written consent of Hamilton or his successor, but if a request for consent is sent to Hamilton at the address set forth in paragraph 9 below by registered or certified letter with a return receipt requested, such consent shall be conclusively deemed granted if there is no response by Hamilton within thirty (30) days of proper mailing. Reproductions of the works of art shall not be cropped or altered in any way, bled to the edges, or any printing set over them.

9. Notices. Any notice or other communication to be given to the State Parties under this Agreement may be given by mailing or delivering the same in writing as follows:

(A) To the Governor: State Capitol, Santa Fe, New Mexico 87501;

(B) To the Attorney General: Bataan Memorial Building, Santa Fe, New Mexico 87501;

(C) To the Museum: Museum of New Mexico, Post Office Box 2087, Santa Fe, New Mexico 87504-2087;

(D) To the University: Office of University Counsel, Scholes Hall, Room 150, Albuquerque, New Mexico 87131;

(E) To Hamilton: Post Office Box 70, Abiquiu, New Mexico 87510; with a copy to: Montgomery & Andrews, P.A., Post Office Box 2307, Santa Fe, New Mexico 87504-2307.

Any party may, by written notice provided to all other parties in the manner provided herein, change its address for purposes of this section.

10. Fail-Safe. If for any reason the parties' intentions as embodied in this Agreement are ultimately frustrated by the inability of the Estate to perform this Agreement, then Hamilton, in his individual capacity, if and to the extent that the residuary estate under the Will and the Codicils is ultimately distributed to him and only at such time as the assets in the residuary estate have actually been distributed to him, will perform the obligations of the Estate hereunder. The works to be selected under paragraph 4 above will be based on the


values determined as provided in paragraph 4, but the values for purposes of any charitable contributions deduction will be determined as of the date or dates of actual distribution by Hamilton, individually, under this paragraph.

11. Integration; Amendments; Counterparts. This Agreement contains the entire agreement among the parties hereto, and there are and have been no agreements or representations other than as specifically set forth herein. No amendment to this Agreement shall be effective unless it is in writing, signed by the parties hereto. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of an original.

12. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

THE STATE OF NEW MEXICO

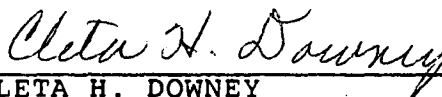
By   
 TONEY ANAYA  
 Governor

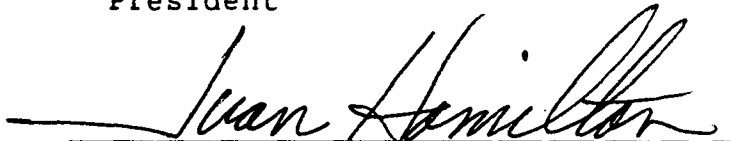
By   
 PAUL BARDACKE  
 Attorney General

THE REGENTS OF THE  
UNIVERSITY OF NEW MEXICO

By   
\_\_\_\_\_  
JERRY APODACA  
President

THE BOARD OF REGENTS OF THE  
MUSEUM OF NEW MEXICO

By   
\_\_\_\_\_  
CLETA H. DOWNEY  
President

  
\_\_\_\_\_  
JOHN BRUCE HAMILTON,  
a/k/a JUAN HAMILTON,  
Individually and as Personal  
Representative of the  
Estate of Georgia O'Keeffe,  
Deceased

15,85;6

AGREEMENT TO IMPLEMENT  
SETTLEMENT AGREEMENT

RECITALS

WHEREAS, the parties to this Agreement are THE ESTATE OF GEORGIA O'KEEFFE, Deceased (the "Estate"), acting by and through its duly appointed co-representatives, JOHN BRUCE HAMILTON, also known as Juan Hamilton ("Hamilton"), JUNE O'KEEFFE SEBRING and RAYMOND R. KRUEGER; THE BOARD OF REGENTS OF THE MUSEUM OF NEW MEXICO, acting by and through their duly elected and qualified president, Adrian Bustamante (the "Museum"); and the REGENTS OF THE UNIVERSITY OF NEW MEXICO, acting by and through their duly qualified president, Gerald May (the "University");

WHEREAS, Hamilton on behalf of himself individually and as the then sole personal representative of the Estate previously agreed with the Museum and the University, by an Agreement dated April 21, 1986, that certain works of art would be transferred by the Estate to the Museum and to the University;

WHEREAS, the Museum and the University thereafter selected the following works of art to be of interest to them:

To the Museum:

"Blue River," 1935  
Oil on canvas, 16 1/2 x 30 1/2 inches

"From the River - Light Blue," 1964  
Oil on canvas, 30 x 40 inches

"Spring Tree No. 1," 1945  
Oil on canvas, 30 x 36 inches

To the University:

"Grey Hill Forms," 1936  
Oil on canvas, 20 x 30 inches

"White Flowers," 1926  
Oil on canvas, 32 x 12 (sight) inches;

WHEREAS, Hamilton, June O'Keeffe Sebring and Raymond R. Krueger as the duly appointed Co-Representatives of the Estate desire to distribute "Grey Hill Forms" to the Museum and "White Flowers" to the University in furtherance of the charitable purposes of the Estate and of its residuary legatee, The Georgia O'Keeffe Foundation (the "Foundation"), and in partial fulfillment of the Estate and the Foundation's purpose of preserving the artistic legacy of Georgia O'Keeffe for the public benefit;

WHEREAS, Hamilton, June O'Keeffe Sebring, and Raymond R. Krueger thereafter entered into a Settlement Agreement dated June 6, 1987, which on July 25, 1987, was approved and ordered carried into effect by the District Court of Rio Arriba County, New Mexico, in Probate Cause No. RA 86-50(P) on the docket of said Court;

WHEREAS, the Settlement Agreement of June 6, 1987, contained certain provisions relating to the above-described works of art, which provisions, as amended in open court at the hearing on July 25, 1987, the parties to this Agreement have previously implemented and now desire to further implement in the manner provided herein;



WHEREAS, pursuant to the Settlement Agreement of June 6, 1987, as amended, and the Court's order of July 25, 1987, the Estate transferred to the Museum title to and possession of the following works of art as hereinabove described, to-wit: "Blue River," "From the River - Light Blue," and "Spring Tree No. 1"; and the Museum accepted title to such works effective as of August 17, 1987, in accordance with the Art Acceptance Act, Sections 7-7-15 through 7-7-20, NMSA 1978 (Repl. 1987), in satisfaction of \$750,000 of the Estate's total New Mexico estate tax liability;

WHEREAS, pursuant to the Settlement Agreement of June 6, 1987, as amended, and the Court's order of July 25, 1987, the Estate on or about October 8, 1987, temporarily transferred to the University, pending resolution of negotiations leading to this Agreement, possession of the following works of art as hereinabove described, to-wit: "Grey Hill Forms" and "White Flowers"; and the parties now desire to further implement such transfer with respect to the University;

WHEREAS, the parties have agreed that legal title to "Grey Hill Forms" will not be transferred to the University but will be transferred to the Museum in accordance with the Art Acceptance Act;

WHEREAS, the Estate now desires to make further distributions to the Museum and to the University in furtherance of the charitable purposes of the Estate and of the Foundation and in partial fulfillment of the Estate and the Foundation's

purpose of preserving the artistic legacy of Georgia O'Keeffe for the public benefit; and

WHEREAS, the parties hereto intend that performance of this Agreement shall constitute full performance of, and (to the extent not performed) shall supersede, the earlier Agreement of April 21, 1986; and further intend that upon full performance of this Agreement by the Estate, the Settlement Agreement of June 6, 1987, as amended and as approved by the Court on July 25, 1987, insofar as it relates to the Museum and the University shall be deemed fully performed and discharged;

NOW, THEREFORE, in consideration of the foregoing premises and of the agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

AGREEMENTS TO TRANSFER

A. The Estate shall transfer title to "Grey Hill Forms," having a value as appraised on the date of O'Keeffe's death of \$475,000, to the Museum pursuant to the Art Acceptance Act. The amount of credit against the Estate's New Mexico estate tax liability shall be the value of the work on the date that the Museum accepts it pursuant to the Art Acceptance Act.

B. In satisfaction of the remainder of its New Mexico estate tax liability, the Estate shall transfer possession of and title to an O'Keeffe work or works of art selected by the Museum and agreed to by the Estate and having an aggregate value, appraised on the date of O'Keeffe's death, of \$275,000. The

amount of credit against the Estate's New Mexico estate tax liability shall be the value of the work or works of art on the date that the Museum accepts the work or works of art pursuant to the Art Acceptance Act.

C. The Estate shall transfer possession of and title to an O'Keeffe work or works of art selected by the University and agreed to by the Estate and having an appraised individual or aggregate value, appraised on the date of O'Keeffe's death, of \$275,000. In addition, the Estate shall transfer title to "White Flowers" to the University. The transfers provided for in this paragraph C. shall be completed on or before December 18, 1987.

## ARTICLE II

### PROVISIONS CONCERNING PERFORMANCE

A. Mr. Eugene Thaw shall determine the appraised values of the works of art going to each institution pursuant to this Agreement.

B. This Agreement shall be specifically enforceable upon the application of any party to the Court; however, this Agreement shall terminate automatically if Paragraphs A and B of Article I hereof have not been fully performed by December 6, 1987. In the event of termination of this Agreement, the provisions of the Settlement Agreement of June 6, 1987, as amended, shall remain in effect, and the Estate shall transfer title to "Grey Hill Forms" and "White Flowers" to the University on or before December 18, 1987.

C. The instruments to transfer ownership of all works of

art subject to this Agreement shall warrant that the works of art are genuine and authentic and that the Estate has legal title thereto, subject to the terms of this Agreement.

D. The works of art subject to this Agreement shall not be sold or otherwise permanently disposed of by the institutions having title for a period of twenty-five years from the date of this Agreement, provided that each institution may exchange a work owned by it for another work or works of art created by Georgia O'Keeffe having comparable or greater individual or aggregate value. The title to such works of art received in exchange shall remain with the institution having title to the works of art exchanged. The works of art subject to this Agreement, even if exchanged, shall continue to bear the following restrictions that shall apply for a period of twenty-five years from the execution of this Agreement: (1) No reproduction shall be cropped or altered in any way, bled to the edges, or have any printing set over them. (2) The institutions shall not reproduce their work or works of art or those to which they have title pursuant to this Agreement for any purpose other than museum and scholarly purposes, including but not limited to notecards, posters, catalogues and similar publications originated by them or by other museums or educational institutions authorized by them, without the prior written consent of the Estate or the Foundation. The request for consent shall be mailed to Post Office Box 40, Abiquiu, New Mexico 87510. Any changes in the proper notification procedure shall be

communicated to the institutions at the following addresses:

Museum of New Mexico  
P.O. Box 2087  
Santa Fe, New Mexico 87504-2087

University of New Mexico  
Office of University Counsel  
Scholes Hall, Room 150  
Albuquerque, New Mexico 87131

Each party shall notify all other parties of changes of address. If a request for consent is properly made pursuant to this section by registered or certified mail, return receipt requested, such consent shall be conclusively deemed granted if the Estate or the Foundation does not respond within thirty days of mailing.

E. The Museum agrees to grant a permanent loan to the University of "Grey Hill Forms" in accordance with the terms and conditions of the Loan Agreement attached hereto and incorporated herein. The Museum and the University agree that the Loan Agreement will be consistent with the best interests of the State of New Mexico; will further the preservation and understanding of the arts traditions in New Mexico; and will further the appreciation of arts and cultures by the people of New Mexico.

ARTICLE III

AMENDMENTS AND APPLICABLE LAW

A. This Agreement, including the Recitals hereof, contains the entire agreement among the parties hereto. No amendment to this Agreement shall be effective unless stated in a writing signed by the parties hereto. This Agreement may be executed in

multiple counterparts, each of which shall have the force and effect of an original.

B. This Agreement shall be construed according to the law of the State of New Mexico.

IN WITNESS WHEREOF, the parties hereby execute this Agreement on December 1, 1987.

THE BOARD OF REGENTS OF THE MUSEUM OF NEW MEXICO

By: Adrian Bustamante  
Adrian Bustamante  
President

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

By: Gerald May  
Gerald May  
President

THE ESTATE OF GEORGIA O'KEEFFE, Deceased

By: Juan Hamilton  
John Bruce Hamilton  
a/k/a Juan Hamilton  
Co-Representative

By: June O'Keeffe Sebring  
June O'Keeffe Sebring  
Co-Representative

By: Raymond R. Krueger  
Raymond R. Krueger  
Co-Representative

[SDM:75]

LOAN AGREEMENT

THIS AGREEMENT is entered into as of the 19th day of November, 1987, by and between the BOARD OF REGENTS OF THE MUSEUM OF NEW MEXICO (the "Museum of New Mexico") and the REGENTS OF THE UNIVERSITY OF NEW MEXICO for their operation of the University Art Museum (the "University Art Museum").

RECITALS

WHEREAS, the Estate of Georgia O'Keeffe, deceased, transferred title to "Grey Hill Forms" (hereinafter "work of art") to the Museum of New Mexico pursuant to the AGREEMENT TO IMPLEMENT SETTLEMENT AGREEMENT among the parties hereto and the Estate of Georgia O'Keeffe, dated November 19th, 1987, incorporated herein by reference; and

WHEREAS, the University Art Museum is desirous of taking permanent possession of the work of art,

NOW, THEREFORE, for and in consideration of the above recitals and the mutual covenants hereinafter contained, the parties AGREE as follows:

1. Transfer of Work of Art. The Museum of New Mexico hereby transfers permanent possession to the University Art Museum of the following work of art:

Grey Hill Forms  
1936  
Oil on Canvas  
20 X 30

2. Term. The term of this Agreement shall be perpetual, unless this Agreement is set aside by a court of law in an action

brought by either party for material and substantial failures to adhere to the terms, conditions, or spirit of this Agreement.

3. Exhibition and Publicity. The Museum of New Mexico shall catalogue the work of art into its collection records and place a Museum of New Mexico accession number on the reverse of the painting. The University Art Museum shall place a descriptive label on the reverse of the work that indicates artist name, title of work, date of work, dimensions, medium and support, University Art Museum loan number (if appropriate), and credit line to read: "University of New Mexico Art Museum, From the Estate of Georgia O'Keeffe." The University Art Museum may exhibit the work of art in any manner it deems appropriate and shall have the right to loan the work of art to any other individual or organization for exhibition in accordance with terms specified by the University Art Museum, provided that the University Art Museum gives prior, written notice of the loan to the Museum of New Mexico. The University Art Museum shall not represent or in any manner claim that it has title to the work of art.

4. Insurance. The University Art Museum shall cause the work of art to be fully insured under its existing insurance policies covering other works of art in the University Art Museum. The proceeds from said insurance policy shall be made payable to the Museum of New Mexico. The University Art Museum shall provide a certificate of said insurance to the Museum of New Mexico. In the event of loss, the University Art Museum shall immediately



make proof of loss and give written notice thereof to the Museum of New Mexico, which hereby authorizes the University Art Museum to act as its agent for the collection of the proceeds of such insurance, which proceeds shall be expended by the University Art Museum to repair or to replace the damaged or destroyed work of art. Should the work of art be damaged beyond repair, the University Art Museum shall select a replacement work or works of comparable value. Title to such replacement shall vest in the Museum of New Mexico and permanent possession shall remain with the University Art Museum, subject to the terms of this Agreement.

5. Disposition of Work of Art. The Museum of New Mexico shall not sell or otherwise dispose of the work of art for the duration of this Agreement, except that the Museum of New Mexico may trade the work of art for other works of art created by Georgia O'Keeffe, with the prior written consent of the University Art Museum. Likewise, the University Art Museum may request the Museum of New Mexico to consider such an exchange. If a trade is not possible, the Museum of New Mexico, with the prior, written consent of the University Art Museum, may sell the work of art to generate the funds necessary to purchase another work of art by Georgia O'Keeffe provided that the Museum of New Mexico secures the purchase before the work of art is sold. Any work of art that the Museum receives pursuant to the terms of this provision shall be subject to the terms of this Agreement.

6. Reproduction of Work of Art. The University Art Museum shall have the right to reproduce the works of art for museum and scholarly purposes, including reproductions for notecards, posters, catalogs and similar publications originated by the University Art Museum or other museums or educational institutions authorized by the University Art Museum to make such reproductions. Reproductions for any other purpose shall not be made without the University Art Museum having obtained the prior written consent of the Georgia O'Keeffe Foundation (hereinafter "the Foundation"). If the University Art Museum sends its request for consent to the Foundation at Post Office Box 70, Abiquiu, New Mexico 87510, by registered or certified letter with a return receipt requested, such consent shall be conclusively deemed granted if the Foundation does not respond within thirty (30) days of proper mailing. The restrictions contained in this paragraph shall apply to the University Art Museum for twenty-five (25) years following the date of this Agreement. Thereafter, the University Art Museum may reproduce or authorize others, including museums or educational institutions, to reproduce the work of art in the sole discretion of the University Art Museum. The credit line in all reproductions shall read "Courtesy of the University of New Mexico Art Museum, From the Estate of Georgia O'Keeffe."

7. Right of Exhibition. The Museum of New Mexico shall have the right to temporarily remove the work of art from loan for exhibit in the Museum of New Mexico, or in any of the Museum's

subdivisions, upon a 180-day advance written request for display sent to the University Art Museum. The University Art Museum shall have thirty (30) days thereafter in which to respond with written consent, which shall not be unreasonably withheld.

In the event that the Museum of New Mexico exercises its right pursuant to this provision, the Museum of New Mexico shall execute a temporary withdrawal form and shall be responsible for the care, preservation, and insurance of the work of art for the duration of the removal.

8. Binding Effect. This Agreement sets forth the full and complete understanding by and between the Museum of New Mexico and the University Art Museum and shall be binding upon them and their respective successors. This Agreement may be altered only in writing, signed by both parties.

9. Notices. All notices and business correspondence concerning this Agreement shall be directed in writing to:

- A. Director of the University Art Museum  
Fine Arts Center, #1017  
University of New Mexico  
Albuquerque, New Mexico 87131
- B. Director of the Museum of New Mexico  
P. O. Box 2087  
Santa Fe, New Mexico 87504-2087

Either party may, by written notice provided to the other in the manner provided for herein, change its address for purposes of this provision.

IN WITNESS WHEREOF, the parties have executed this Agreement  
as of the date and year first above written.

REGENTS OF THE  
UNIVERSITY OF NEW MEXICO

By: Gerald W. Way  
Title: President

BOARD OF REGENTS OF THE  
MUSEUM OF NEW MEXICO

By: Adrian Bustamante  
Title: President of the Board  
of Regents

**REVISED INSTRUMENT OF TRANSFER AND  
AGREEMENT ON TERMS AND CONDITIONS OF TRANSFER FROM  
THE ESTATE OF GEORGIA O'KEEFFE TO THE UNIVERSITY OF NEW MEXICO**

This instrument is executed as of this 15th day of December, 1987, between the Estate of Georgia O'Keeffe, deceased ("the Estate"), through its duly appointed and acting Co-Representatives, John Bruce Hamilton, also known as Juan Hamilton, June O'Keeffe Sebring and Raymond R. Krueger, on behalf of itself and its successor, The Georgia O'Keeffe Foundation ("the Foundation"), and the Board of Regents of the University of New Mexico ("the University"). This instrument supersedes that certain instrument entitled "Instrument of Transfer and Agreement on Terms and Conditions of Transfer from the Estate of Georgia O'Keeffe to the University of New Mexico" executed by the Estate of Georgia O'Keeffe, deceased, and the University of New Mexico on December 15, 1987, and is effective for all purposes as of December 15, 1987.

WHEREAS, the Estate has offered the Works of Art listed in paragraph 1 below ("the Works of Art") to the University; and

WHEREAS, the Estate and the University have heretofore agreed upon appropriate terms and conditions for the transfer of the Works of Art to the University;

NOW, THEREFORE, the Estate hereby transfers, assigns and sets over unto the University full title to and ownership of the Works of Art, subject to the terms and conditions herein contained, and the University hereby assumes title to the Works

of Art and agrees to the terms and conditions hereinafter set forth, as follows:

1. The Works of Art are identified as follows:

- A. White Flowers, 1926,  
oil on canvas, 32 x 12  
(sight)
- B. Dead Cedar Stump, 1938,  
oil on canvas, 30 x 16  
(sight)

2. The Estate hereby warrants that the Works of Art are genuine and authentic, that the Estate has legal title thereto, and that the undersigned Co-Representatives are authorized to execute this instrument and to transfer ownership of the Works of Art to the University.

3. The University shall not sell or otherwise permanently dispose of any of the Works of Art for a period of twenty-five (25) years from the date of this Agreement without the prior written approval of the Estate or the Foundation, except that any work may be traded for another work or works of art created by Georgia O'Keeffe and having comparable or greater individual or aggregate value.

4. For a period of twenty-five (25) years the transferee shall have the right to reproduce the Works of Art for museum and scholarly purposes, including but not limited to reproductions for notecards, posters, catalogues and similar publications originated by it or by other museums or educational institutions authorized by it. Reproductions for any other purpose shall not be made without the prior written consent of the Estate or the

Foundation, but if a request for consent is sent to the Foundation at the address set forth in paragraph 5 below, by registered or certified letter with a return receipt requested, such consent shall be conclusively deemed granted if there is no response by the Foundation within thirty (30) days of proper mailing. No reproduction shall be cropped or altered in any way, bled to the edges, or have any printing set over it.

5. The Foundation is a non-profit foundation established for the purpose of perpetuating Georgia O'Keeffe's artistic legacy. Its headquarters are located at Abiquiu, New Mexico. All correspondence should be addressed to the Georgia O'Keeffe Foundation, Post Office Box 40, Abiquiu, New Mexico 87510.

6. The requirements herein for the prior written approval of the Foundation shall no longer be applicable or effective if and when the Foundation ceases to exist.

**THE ESTATE OF GEORGIA O'KEEFFE, Deceased**

By: Juan Hamilton  
Juan Hamilton

By: June O'Keeffe Sebring  
June O'Keeffe Sebring

By: Raymond R. Krueger  
Raymond R. Krueger

THE UNIVERSITY OF NEW MEXICO

By: \_\_\_\_\_

*Gerald May*

SDM/51



**OPERATING AGREEMENT**

**between**

**THE BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO**

**and**

**THE ADVISORY BOARD OF THE LOS ALAMOS BRANCH CAMPUS  
OF THE UNIVERSITY OF NEW MEXICO**

## OPERATING AGREEMENT

### UNIVERSITY OF NEW MEXICO LOS ALAMOS BRANCH CAMPUS

The Board of Regents of the University of New Mexico (hereinafter referred to as "Board of Regents"), Albuquerque, New Mexico, and the UNM-Los Alamos Branch Community College Advisory Board (hereinafter referred to as "Advisory Board"), Los Alamos, New Mexico, hereby enter into the following agreement concerning the operation of Los Alamos Branch of University of New Mexico (hereinafter referred to as the "Los Alamos Branch") located in Los Alamos, New Mexico.

This operating agreement between the Board of Regents and the Advisory Board is founded on recognition of the need and opportunity to provide quality educational services through a cooperative, coordinated effort of UNM and the Los Alamos Branch campus.

The specific duties and responsibilities of the Advisory Board in relation to the operation of the Los Alamos Branch include the following:

1. Act as an advisory board to the Board of Regents and Los Alamos Branch in all matters pertaining to the conduct of the Los Alamos Branch.
2. Approve an annual budget for the Los Alamos Branch for recommendation to the Board of Regents.
3. Certify to the Los Alamos County Council the full-time equivalent tax levy.
4. Conduct elections for tax levies for the Los Alamos Branch.
5. Conduct elections for Advisory Board positions pursuant to the Branch Community College Act, Section 21-14-1, et. seq., NMSA 1978.

The Board of Regents, through its appropriate university staff, shall have full authority and responsibility in relation to all academic matters of the Los Alamos Branch, although the Advisory Board shall be consulted and will serve in an advisory capacity in such matters. The University of New Mexico (hereinafter referred to as "UNM") will serve in a supportive capacity for the Los Alamos Branch.

Certain policies in the agreement are covered below, but it is recognized that unanticipated future situations may require policies which will be determined through conferences between the designated representatives of UNM and the Advisory Board and approved at a later date by the Advisory Board and the Board of Regents.

#### POLICIES:

1. The Advisory Board members shall serve as the Advisory Board to the Los Alamos Branch administration. The Advisory Board will meet at regularly scheduled meetings with the Director of the Branch to review and approve the budget and program changes and to review the operation of the Los Alamos Branch. By July of each year, the Director will develop a yearly meeting schedule for the ensuing year.

2. The Los Alamos Branch will be operated in accordance with the standards of the North Central Association and under the stated rules governing the parent institution and branch colleges.

3. The academic program shall be consistent with freshman and sophomore programs of UNM, except that the Los Alamos Branch is authorized to offer special curriculum to meet local education needs even if these differ from UNM curriculum.

4. In addition to offering academic programs, the Los Alamos Branch will provide technical/vocational, continuing education, and community service programs. In areas in which the Los Alamos Branch is unable to provide services or programs, UNM may provide additional programming depending on need and ability to provide the services.

5. All courses of the freshman and sophomore level, except those offered under community service programs for noncredit, offered in Los Alamos Branch shall carry residence credit. The University shall honor all credits earned by students at the Los Alamos Branch as though they were earned on the parent campus in accordance with the following university regulations:

a. Credits earned in lower division courses which appear in the UNM Bulletin and/or UNM Schedule of Courses and the instructors, content, and level of performance of which have been approved by the appropriate main campus department shall carry residence credit.

b. New lower division courses designed by the Los Alamos Branch in cooperation with the cognizant department and/or college which do not appear in the UNM Bulletin and/or the UNM Schedule of Courses, but which have been submitted by the Los Alamos Branch and approved for credit by the appropriate department and the UNM Curricula Committee shall carry residence credit.

c. New lower division courses designed by the Los Alamos Branch which do not appear in the UNM Bulletin and/or the UNM Schedule of Courses, and which have not been approved by a main campus department and the UNM Curricula Committee prior to their being offered, will be evaluated on their own merits by the Dean of Admissions and the appropriate degree-granting college and department upon a request for transfer from the student. Courses offered in this category will be advertised as courses in which the credit has not been approved through the regular channels and may not be transferable.

6. The Advisory Board and the Director shall determine, with the assistance of the UNM administrative staff, the courses of study and programs that will be offered by the Los Alamos Branch.

7. The Advisory Board and the appropriate university staff shall cooperatively develop procedures and criteria for the hiring of the Los Alamos Branch Director. Final selection authority is vested in the UNM administration.

8. Individuals employed as faculty or staff in the Los Alamos Branch will be selected by the Director of the branch and submitted for approval to those who concern themselves with appointments at the parent campus. The Advisory Board and UNM shall cooperatively develop policies governing faculty and staff qualifications for teaching those courses covered under Section 5(c) above. Applications of local, qualified persons shall be considered before employing teachers of the local school system.

9. The Advisory Board and the Director, faculty, and staff of the Los Alamos Branch shall cooperatively develop standards for admission to the Los Alamos Branch. Students transferring to the parent campus shall have credits evaluated under the policy enumerated under Section 5(a), (b), (c).

10. Associate Degrees or other appropriate certificates may be awarded to those who finish certain specified curricula.

11. The Director, working in concert with the Advisory Board and UNM, shall develop a long-range plan for the Los Alamos Branch. The long-range plan will include an identification of degrees to be offered by the Los Alamos Branch. The long-range plan will be reviewed and revised as needed on a periodic basis.

12. The Director will prepare an annual budget to present to the Advisory Board for approval and recommendation to the UNM Board of Regents. Any changes that might affect the Los Alamos Branch budget and which require budget review must be mutually approved by the Advisory Board and the Board of Regents.

13. Financial administration and control of the Los Alamos Branch shall be the responsibility of the parent institution in accordance with established requirements and procedures of UNM. The parent institution will be responsible for all financial records, funds receipts and disbursements, and student records. Procedures concerning the handling of funds will be reviewed annually by both boards at the time of the budget approval.

Funds for the support of the Los Alamos Branch will come principally from the following sources:

- a. State appropriation as provided by law.
- b. Local tax support as provided by law.
- c. Student tuition as specified by the Board of Regents.
- d. Fees as established by the Board of Regents.
- e. Grants, gifts, and other funds that may be made available.

No funds of the main campus or any other branch shall be transferred for the support of the Los Alamos Branch. No funds of the Los Alamos Branch may be transferred to the main campus or to any other branch, except for the payment of an administrative services overhead fee, reflective of services provided to the Los Alamos Branch by the UNM main campus.

14. The amount of administrative services overhead fee paid by the branch campus to the parent campus may not exceed in any fiscal year that amount computed by using an allocation of costs procedure similar to that used in determining overhead rates for federal government grants and contracts. The actual amount of the annual administrative services overhead fee will be negotiated annually by the President of UNM and the Director of the Los Alamos Branch during the budget planning process for the next fiscal year.

For FY1987-88, the administrative services overhead fee has been set at \$54,400. Future increases or decreases in the overhead fee shall not exceed the percent of increase or decrease in the total branch expenditures from the previous year to the current annual year.

15. The Los Alamos Branch will cooperate with UNM to coordinate and support all programs, functions, and educational services, including the Los Alamos Center for Graduate Studies, offered in Los Alamos by UNM.

16. UNM shall provide to the Los Alamos Branch general support services including administrative computing, legal, library, architectural, and others as needed to the extent that no direct transfer of funds is required.

17. As part of UNM, the Los Alamos Branch shall have available to it liability insurance under the public liability fund administered by the New Mexico Risk Management Division. Any liability of the Los Alamos Branch will be governed by the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978.

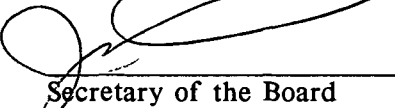
18. All property acquired for Branch use from the proceeds of local bond issues shall be taken in the name of the Advisory Board. Property acquired for Branch use by the Board of Regents shall be taken in the name of the Board of Regents.

19. This agreement shall be binding upon the Board of Regents of UNM and the Advisory Board. This agreement may be terminated by mutual consent, or it may be terminated by either board upon six months' notice, effective at the close of the academic year in which notice is given. However, if the Los Alamos Branch has outstanding bonds, either tax or revenue, neither the Advisory Board nor the Board of Regents may terminate this agreement until the outstanding bonds are retired.

This agreement shall be reviewed at the request of either board. Any mutually agreed upon changes may be made to become effective upon approval by both boards.


For the Board of Regents,  
University of New Mexico


  
\_\_\_\_\_  
President of the Board

  
\_\_\_\_\_  
Secretary of the Board

Date: February 8, 1988

For the Advisory Board  
University of New Mexico  
Los Alamos Campus

  
\_\_\_\_\_  
Chairman of the Board

  
\_\_\_\_\_  
Secretary of the Board

Date: February 8, 1988