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THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS

MATERIAL SUPPORTING

AGENDA

Meeting Date: November 10-11, 1962

Meeting No. 603

Name: Office Copy

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**Administrative  
Confidential**

Office Copy

OF  
THE UNIVERSITY OF TEXAS

November 3, 1961



Mr. Thornton Hardie,  
Chairman  
Mr. W. W. Heath,  
Vice-Chairman  
Mr. Walter P. Brennan  
Mr. J. P. Bryan  
H. F. Connally, Jr., M. D.  
Mr. Wales H. Madden, Jr.  
Mr. A. G. McNeese, Jr.  
Mr. John S. Redditt  
Mr. French M. Robertson

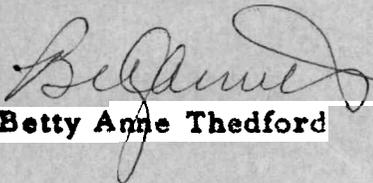
JOHN S. REDDITT  
P. O. BOX 600  
LUFKIN, TEXAS

Gentlemen:

Attached is the Agenda as approved by the Administration for the meeting of the Board on November 10-11, 1961. On Thursday afternoon, November 9, there will be coffee available in the Gold Room, Main Building 219, 2:30-3:00, prior to the joint meeting with the Texas Commission on Higher Education.

Documentation for all items on the Agenda except II. A., B., G., and H. and for the joint meeting has been mailed. Documentation as a basis for discussion at the joint meeting with the Commission will be mailed on Monday, November 6, and the other material as soon thereafter as it is sent to this office. Be sure to check for mail when you arrive at the hotel.

Sincerely yours,

  
**Betty Anne Thedford**

T:sn  
Encl.

cc: Chancellor Harry H. Ransom  
Vice-Chancellor Lanier Cox  
Vice-Chancellor J. C. Dolley  
Vice-Chancellor L. D. Haskew  
President J. R. Smiley

AGENDA  
MEETINGS OF THE BOARD OF REGENTS  
OF  
THE UNIVERSITY OF TEXAS  
November 10-11, 1961

I. Joint Meeting with Texas Commission on Higher Education  
(Thursday, November 9, 1961, 3:00 p. m.)

II. Meeting of the Committee of the Whole

Friday, November 10, 1961  
9:00-12:00 a. m.

✓ A. Student Affairs

✓ B. Student Publications Matters

✓ C. Ex-Students' Association - Alumni House

12 noon-1:00 p. m.

D. Lunch - Main Building 101

1:00-4:30 p. m.

E. Report on Ten-Year Plan to Date

F. Available Fund Report

G. Admissions experience and policy

H. Academic Program Development, Main University

Saturday, November 11, 1961  
9:00-10:00 a. m.

J. Docket

✓ K. Report of Special Committee re Federal Contracts

L. Buildings and Grounds Matters

M. Blocked Currency - Foreign Project Policies

N. Report of Executive Committee



BOARD OF REGENTS  
OF  
THE UNIVERSITY OF TEXAS

Office Copy

November 6, 1961



Mr. Thornton Hardie,  
Chairman  
Mr. W. W. Heath,  
Vice-Chairman  
Mr. Walter P. Brennan  
Mr. J. P. Bryan  
H. F. Connally, Jr., M. D.  
Mr. Wales H. Madden, Jr.  
Mr. A. G. McNeese, Jr.  
Mr. John S. Redditt  
Mr. French M. Robertson

JOHN S. REDDITT  
P. O. BOX 666  
LUFKIN, TEXAS

Gentlemen:

The Chancellor's Office has prepared for distribution the attached as background information for the basis of discussion at the joint meeting with the Texas Commission on Higher Education on Thursday afternoon. This is Item I. as listed on the Agenda sent you last week.

The only items on the Agenda that have not been documented are II. A., B., G., and H. Of these items only one (Item II. B.), requires action. The other two items are reports and policy discussions. Documentation on any of these items will be in your hotel boxes when you arrive.

Sincerely yours,

Betty Anne Thedford

T:sn  
Encl.

cc: Chancellor Harry H. Ransom



THE UNIVERSITY OF TEXAS  
BOARD OF REGENTS

November 4, 1961

THORNTON HARDIE, CHAIRMAN  
P. O. BOX 92  
EL PASO, TEXAS

Members of the Board of Regents  
Doctor Harry H. Ransom,  
Chancellor,  
Doctor Joseph R. Smiley  
President,  
Miss Betty Anne Thedford  
Secretary, Board of Regents  
Box 8008  
University Station  
Austin, Texas

Gentlemen:

After talking with Doctor Ransom, Doctor Smiley and Mr. Heath, as well as others, I have thought that it might be helpful to draft suggestions for certain motions and resolutions that we might consider and a statement that we might issue following the meeting. I would appreciate if each of you would read over these suggestions carefully and be ready to comment on them at our meeting next Friday morning at 9 o'clock.

At the suggestion of Bill Heath, A. G. McNeese, and Wales Madden, I have asked Franklin Denius and Leon Jaworski of the Crocker and Fullbright Firm to meet with us for a few minutes on Friday morning.

Sincerely yours,

*Thornton*  
Thornton Hardie

TH/bg

Encls: a/s

## DORMITORY RULES

The following rules shall apply to all Dormitories owned or operated by the Main University at Austin, and such rules shall supersede and displace any conflicting rules now in existence on the same subject.

(A) The parlors and reception rooms of each Dormitory are primarily for the use of residents in such Dormitory, and shall be restricted to the use of those who have been assigned to and are occupying living accommodations in such Dormitory, with the following exceptions:

1. Tradesmen, supervisors and service people and their employees when present in line of duty and to the extent reasonably necessary.
2. Relatives of tenants in such Dormitory.
3. A reasonable number of out of town friends of a tenant visiting in Austin.
4. Friends of a tenant not in excess of two at any one time for each tenant, may be in such quarters for such time as may be reasonably necessary to meet such tenant and go to and return from the room of such tenant, or pick up or leave such tenant in connection with a date for an appointment for business or pleasure outside of the Dormitory.

A tenant may at reasonable times have not more than two guests at a time visiting in the rented room or rooms of the tenant provided tenant and guests are orderly and decorous and observe the rules governing the particular Dormitory.

(B) The head administrative manager of each Dormitory shall appoint a Committee of five from residents of the Dormitory, who may be removed and replaced from time to time by such manager. Any roomer in such dormitory who desires to have at any one time not more than two guests for a meal at such Dormitory may, subject to any other rules governing such particular subject, do so after first

obtaining written approval from a majority of such Committee for each occasion. Any roomer in such dormitory who desires to have at any one time not more than two guests visit with such roomer in the parlor or reception room of such Dormitory for not more than one hour at a time, may do so after first obtaining written approval from a majority of such Committee for each occasion.

(C) Any person dissatisfied with any of these rules or with the manner of administration of these rules shall have the right to appeal to the President of the Main University. If then dissatisfied with the President's ruling, he or she may appeal to the Chancellor, and if dissatisfied with the Chancellor's ruling to the Board of Regents.

We have given careful consideration to the various letters, polls and resolutions bearing upon questions relating to further desegregation at The University. We have also given due consideration to what we believe to be the public sentiment of the people of Texas and the feeling among the members of our State Legislature.

Under the Constitution and Statutes of Texas there has been placed upon us the duty and responsibility to make the decisions on questions of the character now before us. We cannot shirk or evade that responsibility.

We do not claim to be all wise or infallible in our judgment. We have at our present meeting, taken the following action on the questions before us. Our decisions have been made unanimously and have been approved by The Chancellor, The President, and all of the Vice-Chancellors. We hope they merit and will receive the support of the great majority of our teachers and students who are truly interested in the welfare of our Great University and our State. We cannot obtain and do not seek the approval of the left wing element, Communists, Communist Fellow Travelers, Publicity Seekers, Rabble Rousers or Feeble-Minded Do-Gooders.

ATHLETIC COUNCIL

It has been the practice at The University of Texas for many years to leave to the decision of the Athletic Council and to the Head Coach of each inter-collegiate sport the decisions with reference to whom he shall permit to try out for a particular sport and whom he will put on the squad and on the team of a particular sport, the primary decision being left with the Coach.

[ We have for more than fifty years, ~~under this practice,~~ had excellent relations with the other fine colleges and Universities in The Southwest Conference. The Regents of The University of Texas do not intend to take any unilateral action which would disturb the excellent relations existing between The University of Texas, Texas A. & M., The University of Arkansas, Rice <sup>with J. A. Smith and</sup> ~~Institute,~~ <sup>University</sup> Texas Christian University, Baylor University, Southern Methodist University and Texas Tech. ]

Whenever a majority of these fine institutions adopt resolutions ~~changing our long standing customs and traditions,~~ we shall be happy to give these questions further consideration.

[REDACTED]

We have given careful consideration to the advisability of making changes in the assignment of students to Dormitories under the control of The University. We request those in charge of the Dormitories to promptly make an investigation and then report to the Administration and to the Board of Regents recommendations with reference to the feasibility and advisability of providing rules which would provide -

(1) Reasonable accommodations for those Negro students and those White students who would prefer to live in Dormitories or Sections of Dormitories set aside for the sole use of those of a common race and background, and

(2) Reasonable accommodations for those White and those Negro students who wish the White and Negro boys to live and sleep together in desegregated quarters, and who wish the White and Negro Girls to live and sleep together in desegregated quarters.

We also request that at University expense you take a poll of the residents of our Dormitories and of the parents of such residents with respect to their wishes on the desegregation of our Dormitories.

Office

BURNELL WALDREP  
W. R. LONG  
ATTORNEYS

October 30, 1961

**Administrative  
Confidential**

Mr. Lanier Cox  
Vice-Chancellor (Administrative Services)  
The University of Texas  
Main Building 101

Dear Mr. Cox:

C  
O  
P  
Y

You have requested that we furnish you a memorandum as to some of the legal prerequisites incidental to a sale or lease of student dormitories now located on the campus at Main University. We have carefully reviewed the statutes relating to dormitories at The University of Texas, and none of the provisions contained therein are mandatory in nature. It appears that they have been enacted periodically as permissive legislation in order to accomplish certain purposes such as financing, construction and other related matters. There is no prohibition against a sale or lease. In order to complete effectively a transfer of this nature, these matters should be considered:

1. It has been a practice of long standing that any sale of campus property would require the approval of the Legislature of the State of Texas. While Article 2596, Vernon's Civil Statutes, relating to the powers of the Board of Regents is broad in scope, nevertheless the holding in Splawn v. Woodard, 287 S.W. 677 (Tex.Civ.App.), indicates legislative approval would be required. It is to be noted that this case related only to the original grant of 40 acres, but subsequent campus acquisitions were pursuant to a statute stating that the property is to be held, managed and controlled in the same manner as the original site. For this reason, it is our opinion that we should obtain permissive legislation authorizing a sale of this nature.

2. Some of our dormitories have been constructed with proceeds obtained from federal loans through the Housing and Home Finance Agency. In the loan agreement there is a standard provision which reads:

"RETENTION OF TITLE

"So long as the Government holds any of the bonds the Borrower shall not dispose of its title to the project or to any facility, the revenues

of which are pledged as security for the bonds or to any useful part thereof, including any facility necessary to the operation and use thereof and the lands and interests in lands comprising their sites except as permitted in the loan agreement and the bond authorizing proceedings."

If a sale is contemplated, some arrangement should be made for an amendment of the various loan agreements now in effect to modify or remove this prohibition.

3. If a lease arrangement to a private corporation, etc., is contemplated, consideration must be given to the outstanding indebtedness against the territories and particularly our obligations to the Federal Government. I believe this could be satisfactorily cared for with the Regional Office of the Housing and Home Finance Agency in Fort Worth. Consideration should also be given to legislative permission in the event of long-term leasing.

4. There is always the possibility of litigation in connection with leasing arrangements as the cases in other jurisdictions have pointed up. It is speculative as to what the courts would hold insofar as a lease arrangement is concerned. Beginning with the Brown case (Brown v. Board of Education, 347 U.S. 483), the Supreme Court of the United States has held that the Fourteenth Amendment forbids states to use their governmental powers to bar children on racial grounds from attending public schools. There have been many subsequent decisions in this connection, and one of note is the Little Rock case, cited as Cooper v. Aaron, 358 U.S. 1 (1958), which stands for the proposition that state support of segregated schools through any arrangement, management, funds or property violates the provisions of the Fourteenth Amendment that no state shall deny to any person within its jurisdiction the equal protection of the law.

The courts have held a governmental authority cannot do indirectly by lease that which they cannot do directly. Nuir v. Louisville Park Theatrical Association, 347 U.S. 971; Department of Conservation and Development, Division of Parks, Commonwealth of Virginia v. Tate, 231 F.2d 615, cert. den. 352 U.S. 838; City of Greensboro v. Simkins, 246 F.2d 425; Derrington v. Plummer, 240 F.2d 922;

Mr. Lanier Cox

-3-

October 30, 1961

Lawrence v. Hancock, 76 F.Supp. 1004. Since fact situations may differ, it will be difficult to determine how far the courts would go in striking down any lease arrangement.

If you are interested in the content of any of the cases or the statutes, we will furnish the same to you.

Sincerely yours

Burnell Waldrep

BW:tr

*Chairman Hardie*

CORRECTION OF MINUTES, SEPTEMBER 30, 1961

Chairman Hardie has asked that the minutes of the meeting of the Board on September 30, 1961, be corrected by substituting the attached for Page 3 of the minutes as distributed.

The Secretary shall distribute a copy of the substitute page to all those individuals who received copies of the minutes.

Please note "Dormitory Accommodations, Main University" preliminary statement has been omitted.

APPROPRIATION OF \$125,000 FROM AVAILABLE UNIVERSITY FUND - UNAPPROPRIATED BALANCE TO UNIVERSITY RESEARCH INSTITUTE. --The Committee of the Whole recommends that \$125,000 be appropriated from the Available University Fund - Unappropriated Balance to the University Research Institute for the purpose of supporting research programs having special significance to research development such as the Graduate Research Center (Dallas) and the National Aeronautics and Space Administration (NASA, Houston).

(ATTENDANCE. --Regent McNeese came into the meeting.)

DORMITORY ACCOMMODATIONS, MAIN UNIVERSITY. --The Committee of the Whole recommends the following policy:

"Any student dissatisfied with any ruling pertaining to his or her assignment or non-assignment to accommodations in a particular dormitory space, shall have the right to appeal to the President of the Main University, then to the Chancellor, and then to the Board of Regents."

*or any rules or regulations relating to housing*

LETTER OF THANKS FROM THE FAMILY OF THE LATE JOE C. THOMPSON. --Chairman Hardie read at the meeting of the Committee of the Whole a letter of thanks from the family of the late Joe C. Thompson in response to a resolution of the Board concerning Regent Thompson's life and his services to the University.

RESIGNATION OF REGENT HEATH, LAND AND INVESTMENT COMMITTEE; APPOINTMENT OF REGENT HEATH, ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE. --The Committee of the Whole accepted the resignation of Regent Heath as a member of the Land and Investment Committee and approved his appointment by Chairman Hardie as a member of the Academic and Developmental Affairs Committee.

HURRICANE CARLA, APPROPRIATION OF \$150,000 TO COVER COSTS OF REPAIRS, ETC. --The Committee of the Whole received a report from Comptroller Sparenberg on the damages caused by Hurricane "Carla" at the Medical Branch in Galveston, the component institutions in Houston, and the Institute of Marine Science in Port Aransas. The major damage, it was reported, was primarily to motors, equipment, and the like in the basement of one of the buildings at the Medical Branch, estimated at \$100,000. It is estimated that the total damage will not exceed \$150,000 of which approximately \$15,000 will be needed for repairs at the M. D. Anderson Hospital and Tumor Institute and \$35,000 at the Institute of Marine Science.

The Committee of the Whole recommends that an appropriation not to exceed \$150,000 from the Available University Fund - Unallocated Balance be authorized to cover the costs of repairs and replacements as a

Cal-Students' Assoc.

## EX-STUDENTS' ASSOCIATION - ALUMNI HOUSE

Background  
Information

Immediately following the meeting of the Board of Regents on September 30, 1961, the Secretary of the Board furnished each Regent with excerpts from the minutes reflecting all action that had been taken by the Board relating to the use of the Littlefield Home by the Ex-Students' Association. Likewise Central Administration has prepared, and it is attached, a complete Administrative file on the same subject. Also following Central Administration's recommendations is a statement setting out the present use of the Littlefield Home.

CENTRAL ADMINISTRATION'S RECOMMENDATIONS CONCERNING AN ALUMNI HOUSE AS HEADQUARTERS FOR THE EX-STUDENTS' ASSOCIATION. Convinced that an Alumni House of distinctive character and outstanding convenience is of great importance to The University and that one should be provided as soon as possible, the administration undertook a thorough study of alternatives immediately after the September 30 Board meeting. Although use of Littlefield Home for a permanent Alumni House has advantages, serious disadvantages exist also. These will be reviewed later. It was felt that a better solution could be found. We think we have one to propose.

New  
Proposal

The essence of the proposal is that the Regents utilize \$100,000 to \$110,000 of the principal of the Etter Fund to acquire or erect a new structure, to be known permanently as "The Etter Alumni House," thus tangibly memorializing Mrs. Lila Belle Etter and her splendid gift to The University. The Etter Fund has been used consistently for developmental purposes; the proposed utilization is in keeping with that precedent. Terms of the bequest require that the principal be spent within 15 years of receipt. Present principal balance is in excess of \$400,000. Use of trust funds avoids completely appearance of indirect employment of appropriated funds to circumvent legislative intent.

The Ex-Students' Association could add to this amount any sum it chooses. By agreement, they would occupy the house, pay full costs of maintenance and operation, decoration, furnishing, and so forth. Each year they would make available to the Regents the sum of \$5,000 (from which might be deducted amounts spent for utilities and repairs, if Regents wish) for developmental purposes until the original Etter investment without interest is equalled. This, in effect, is what they propose to do anyhow, but in another sense it makes the Etter Fund investment serve double duty.

This type of proposal was discussed informally with Mr. John Holmes, Mr. Frank Denius, Mr. George Meriwether, Mr. Sterling Holloway, and Mr. Jack Maguire. It was viewed with favor. They did not wish to commit their Council to give up the Littlefield idea, but at the same

time expressed considerable enthusiasm for superiority of this proposal to the Littlefield arrangements which had been discussed.

Suggested to this group as an illustration of what might be done was purchase of the Delta Tau Delta House at San Jacinto and 26th. Several other locations were also discussed. After considerable investigation, first and very enthusiastic choice was to erect a new structure (some 6,000 sq. ft.) on The University campus fronting San Jacinto across from Memorial Stadium and near 21st Street. This site is now occupied by temporary Men's Dormitories, scheduled for demolition in the 10 Year Plan with the site tentatively reserved for a small Student Union building. This latter use would be enhanced, actually, by location there of Alumni House.

Details to implement this proposal will have to be worked out between the administration and the Ex-Students' Association, but no difficulty in doing so is anticipated if the Regents wish to approve this proposal in principle and invite the Ex-Students' Association to accept it.

Proposal re  
Littlefield  
House

It is still possible to go ahead with the Littlefield House idea, giving occupancy to the Ex-Students' Association by February 1963. This would involve expenditure of \$150,000 to \$200,000 to acquire or prepare substitute space for Music, in addition to what is expended upon Littlefield. We doubt the wisdom of using Etter Funds for this purpose. If Available Fund is used, we should consider very carefully possible legislative reaction. But, it can be done. Location is a good one for the Ex-Students' Association. Perhaps the house could be made a creditable show place.

On the other hand, we estimate that it would cost more to remodel Littlefield satisfactorily than a new structure would require. Even then, some of us doubt seriously that the resulting Alumni House would be very satisfactory in appearance or utility. The site for a future Administration Building would be lost. The cost of re-housing Music would be considerable, and would use up another building site or necessitate acquisition of more property. The provision of utilities to Littlefield would possibly cost \$75,000 to \$100,000 and annual consumption of utilities would be rather high. Further, the Association would simply have to enter vigorous fund-raising for Alumni House purposes at a time when we are trying very hard to concentrate attention upon support for the academic program.

Recommendations These are some of the considerations which lead your administration to recommend for your consideration the alternative proposal. We think an Alumni House should be provided immediately. If the alternative proposal meets with Regental approval in principle, further discussions will be held with the Council of the Ex-Students' Association, sites will be considered in more detail, and a concrete recommendation for action laid before the December meeting of the Regents.

#### PRESENT USE OF LITTLEFIELD HOME

Dean Doty reports the following use of Littlefield Home for current semester:

##### Individual Instruction

Students 226

Instructors 14

##### Organized Classes

Students 198

Instructors 10

Practice rooms (12) are open and in use 8:00 a. m. until 10:00 p. m. Monday through Friday.

In the basement, in addition to the practice rooms, are a classroom and a studio-office for one staff member. On the first floor, eight staff members are housed, and there is also a classroom. On the second floor, besides a general classroom and a special classroom for piano classes, seventeen staff members are housed.

SUMMARY OF CONTENTS  
OF ADMINISTRATIVE FILES ON THE LITTLEFIELD HOME

1. Codicil to the will of George W. Littlefield.
2. Deed by Alice P. Littlefield to The University of Texas.
3. January 25, 1958 - Letter from Herman Jones, President of the Ex-Students' Association, to President Logan Wilson containing the original proposal by the Ex-Students' Association for the use of the Littlefield Home.
4. January 31, 1958 - Reply from Logan Wilson to Herman Jones indicating general approval of the proposal.
5. February 6, 1958 - Memorandum from Burnell Waldrep to Lanier Cox indicating the absence of legal restrictions on the use of the Littlefield property.  
  
(March 15, 1958 - See excerpt from Regents' Minutes provided by Miss Thedford showing the presentation of the proposal by President Wilson to the Board.)  
  
(May 30, 1958 - See excerpt from Regents' Minutes provided by Miss Thedford indicating action requesting the Registrar of the Main University to vacate the first floor of the Littlefield Home for use by the Ex-Students' Association by September 1, 1958, "if it is at all possible and feasible.")
6. June, 1958 - Lease Agreement for the Littlefield Home as proposed by the Ex-Students' Association.
7. June 26, 1958 - Memorandum from Graves Landrum to Lanier Cox re the proposed lease--raising questions as to certain provisions.
8. June 26, 1958 - Memorandum from Graves Landrum to Logan Wilson stating problems and possible solutions in turning over the Littlefield Home to the Ex-Students' Association.
9. October 3, 1958 -  
October 6, 1958 - Copies of letters from consulting architects to J. M. Odom and from J. M. Odom to Committee on Renovation of the Littlefield Home.
10. October 14, 1958 - Copy of letter from J. M. Odom to consulting architects and to Kuehne, Brooks & Barr giving directions to hold up on plans for the Littlefield Home.
11. October 15, 1958 - Memorandum from Burnell Waldrep to Lanier Cox reviewing the proposed Lease Agreement and suggesting changes.
12. October 17, 1958 - Memorandum from C. H. Sparenberg to Logan Wilson re Regents' Rules and Regulations concerning construction projects as related to the remodelling of the Littlefield Home by the Ex-Students' Association.

13. October 21, 1958 - Memorandum to Logan Wilson from Lanier Cox for administrative committee composed of J. C. Dolley, C. H. Sparenberg, Graves Landrum, Burnell Waldrep and Lanier Cox recommending changes in the proposed Lease Agreement for the Littlefield Home.  
  
(October 25, 1958 - See excerpt from Regents' Minutes provided by Miss Thedford indicating Board approval of the administration's recommendations contained in the above memorandum with the addition of an escape clause suggested by the Building and Grounds Committee whereby the University could resume exclusive use of the Littlefield Home at any time by paying the Ex-Students' Association the amount of their unamortized investment.)
14. October 27, 1958 - Letter from Logan Wilson to Sterling Holloway, President of the Ex-Students' Association, giving notice of the Regents' action.
15. December 17, 1958 - Copy of letter from J. M. Odom to Jack Maguire indicating disappointment at the position taken by the Regents at the October meeting.
16. January 12, 1959 - Copy of letter from Jack Maguire to J. M. Odom indicating belief that the differences regarding the proposed lease could be resolved by conference and indicating that the real problem was finding housing for the occupants of the Littlefield Home.
17. February 10, 1959 - Copy of letter from Jack Maguire to J. M. Odom stating he had been informed by Logan Wilson that the fire in the Drama Building would make it necessary to house additional professors and classes in the Littlefield Home, thereby preventing it from being made available to the Ex-Students' Association for at least another year.
18. June 10, 1959 - Memorandum from Jack Maguire to Logan Wilson concerning possible housing for the Ex-Students' Association and posing several alternatives. Note alternative number three proposing the possibility of purchase of the Seekatz property containing the following two sentences: "Our estimates are that an expenditure of \$100,000 would be required to restore the Littlefield Home. Would this be an unwise investment when property like the Seekatz home is available at less money and with much more adequate facilities?"
19. June 18, 1959 - Memorandum to Logan Wilson from Graves Landrum approved by Ransom, Dolley and Haskey proposing remodeling and air conditioning certain spaces in the Home Economics Building to house the Ex-Students' Association.
20. June 20, 1961 - Letter from Jack Maguire to L. D. Haskey requesting information as to the availability of the Littlefield Home for the Ex-Students' Association.
21. June 22, 1961 - Letter from L.D. Haskey to Jack Maguire.
22. July 6, 1961 - Letter from Chancellor Ransom to President Smiley requesting the latter to undertake consideration of the problems connected with the uses of the Littlefield Home.
23. July 25, 1961 - Letter from President Smiley to Chancellor Ransom recommending that no changes be made in the assignments of space in Littlefield Home.
24. October 3, 1961 - Memorandum from L. D. Haskey to administrative officers concerning the vacating of the Littlefield Home Carriage House by Radio/Television.

25. October 12, 1961 - Letter from President Smiley to Chancellor Ransom concerning the relation of a proposed Drama Theater to future occupancy of the Littlefield Home.
26. October 12, 1961 - Copy of a letter from President Smiley to E. W. Doty, Dean of the College of Fine Arts, requesting information concerning use by students and staff of the Littlefield Home and a five-year trend in enrollments in Music.
27. October 19, 1961 - Letter from Logan Wilson to Chancellor Ransom concerning his understanding of the developments concerning the Littlefield Home.

LC:as

October 24, 1961

CODICIL TO THE WILL OF GEORGE W. LITTLEFIELD

In paragraph 28 of my said will I devise to Ed Rhodes Littlefield Wroe of Austin, Texas, the East one-half of Block 1 in Whitis Addition to the City of Austin, Texas, being my present home, together with all furniture and household goods of every character therein. It is my desire and I direct that said paragraph 28 of my said will, dated the first day of July, A. D. 1918, be so amended that the University of Texas be substituted in place of the said Ed Rhodes Littlefield Wroe of Austin, Texas, so that said paragraph 28 shall hereafter be read as follows:

"28. I give, devise and bequeath to the University of Texas at Austin, Texas, the East one-half of Block 1 in Whitis Addition to the City of Austin, Texas, being my present home, together with the improvements thereon situated, but not to include the furniture and household goods therein; but said property shall not pass to the University of Texas, nor be turned over to said University of Texas until after the death of my beloved wife. It is my desire that the furniture and household goods which may be in my home at the death of my wife shall be handled and disposed of for the benefit of my estate by the executors to my will, H. A. Wroe, Dr. Whitfield Harral and J. P. White, as they may deem best and proper."

DEED BY ALICE P. LITTLEFIELD  
TO THE UNIVERSITY OF TEXAS

KNOW ALL MEN BY THESE PRESENTS: That I, Alice P. Littlefield, a widow, of Travis County, Texas, for the purpose of confirming and making effective the wishes of my late husband, George W. Littlefield, as expressed in his Will and Codicils thereto, as shown by the probate minutes of Travis County, Texas, joined herein by H. A. Wroe, J. P. White and Whitfield Harral, Executors of said Will, have granted, given and conveyed, and by these presents do grant, give and convey, unto the University of Texas, subject to the reservation of the life estate of Alice P. Littlefield as hereinafter provided, the property and premises situated in the City of Austin, Travis County, Texas, known and described as the East one-half (1/2) of Block No. One (1), in the Raymond and Whitis Subdivision of Outlot Sixteen (16), Division "D", in the City of Austin, Travis County, Texas, together with all improvements thereon situated; but not including any of the furniture and household goods or any other personal property of any kind or character. To have and to hold the above described premises unto the University of Texas forever.

This conveyance is made, however, subject to the life estate of the grantor in and to said premises and it is expressly understood that the grantor reserves unto herself the exclusive right to use, enjoy and possess said property and premises during her natural life and that the University of Texas shall have no right of possession or enjoyment of said premises during the life of the said Alice P. Littlefield.

Whereas, it is the desire of said Alice P. Littlefield that the University of Texas shall take title to the remainder estate in said property, subject to her life estate, in accordance with the known wishes of her late husband, George W. Littlefield, the Executors of his Will hereby join in the execution of this deed.

Witness our hands at Austin, Texas, this the 16th day of June, A. D. 1931.

/s/ Alice P. Littlefield

/s/ H. A. Wroe

/s/ J. P. White

/s/ Whitfield Harral

As Executors of the Will of  
George W. Littlefield, deceased.

# THE EX-STUDENTS' ASSOCIATION

THE UNIVERSITY OF TEXAS

THE UNION • AUSTIN, TEXAS

Jack R. Maguire, Executive Secretary

Telephone Greenwood 6-6201

January 25, 1958

File No. : CP 24

PRESIDENT'S OFFICE, U OF T	
ACKNOWLEDGED _____	FILE _____
REC'D JAN 28 1958	
REFER TO _____	
PLEASE ANSWER _____	
PLEASE READ AND RETURN _____	

Dr. Logan Wilson  
President  
The University of Texas  
Main Building 101A

Dear Dr. Wilson:

Pursuant to our conversation on January 17, and after approval by the Executive Committee of The Ex-Students' Association, I am authorized to request formally that the Board of Regents of The University consider assigning the property located at 24th and Whitis and known as The Littlefield Home to this Association for use as an Alumni House.

In exchange for the assignment of this property, probably on the basis of a long-term lease at a nominal figure, The Ex-Students' Association proposes:

1. To make it the show place of The University main campus by having it completely refurnished with the guidance of the best interior decorators available, and completely re-landscaped by competent landscape architects;
2. To make it available to the Board of Regents, the Administration, faculty and other University groups for meetings, small luncheons and dinners, teas, etc.;
3. To make available two or three guest rooms on the second floor for the use of important persons visiting the campus and desiring overnight accommodations; and
4. To make the property available for such other uses which the Board of Regents and the Administration deem advisable and desirable.

Page 2

Dr. Logan Wilson

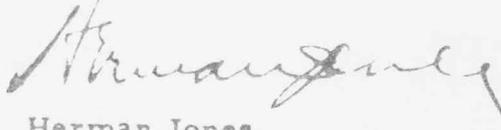
January 25, 1958

In view of the expanded program of the Association and its foreseeable need for additional staff and quarters as we continue to expand our program of service to The University, we feel a growing need for an Alumni House. Our Executive Council has considered the possibility of going off campus and building an Alumni House, but we now are of the opinion that we could best serve The University by remaining on campus and converting this existing building into the kind of center that will be useful to the institution as well as to the alumni.

We shall be glad, of course, to present formal plans or provide any other information that may be required by you and the Board of Regents in considering this request.

With kindest personal regards, I am

Sincerely,



Herman Jones,  
President.

HJ:p

x bca 12

**THE UNIVERSITY OF TEXAS**  
**OFFICE OF THE PRESIDENT**  
**AUSTIN 12**

January 31, 1958

Mr. Herman Jones  
Perry-Brooks Building  
Austin, Texas

Dear Mr. Jones:

Thank you for your letter of January 25. I am pleased to learn that pursuant to our recent conversation the Executive Committee of the Ex-Students' Association is formally requesting that the Board of Regents consider assigning the Littlefield Home to the Association for use as an Alumni House and for other purposes which you set forth.

I shall bring this matter to the attention of the Regents at their next meeting, with my recommendation that they approve the request.

Sincerely yours,

Logan Wilson

LW k

cc: Mr. Jack R. Maguire  
Miss Betty Anne Theford

THE UNIVERSITY OF TEXAS

P. O. BOX 7889 UNIVERSITY STATION

AUSTIN 12

February 6, 1958

MEMORANDUM

*I Ex Students Assoc.  
✓ I B of R  
✓ I Phys Pl.  
✓ I legal matters*

BURNELL WALDREP  
ATTORNEY

To: Mr. Lanier Cox, Assistant to the President

From: Burnell Waldrep

Subject: Utilization of Littlefield Home

In keeping with our discussion relative to the use to be made of the Littlefield Home, I have examined the Will of George W. Littlefield, deceased, which was probated in the County Court of Travis County in cause No. 5220 at the January Term, 1921. In the last codicil to the Will Mr. Littlefield bequeathed to The University of Texas the east 1/2 of Block No. 1 in the Whitis Addition to the City of Austin. At one time it was the home of George W. Littlefield. The bequest to The University of Texas did not include the furniture and household goods, and it was subject to a life estate in favor of Mrs. Alice P. Littlefield, the wife of George W. Littlefield.

On January 18, 1931, the widow of George W. Littlefield, Mrs. Alice P. Littlefield, joined by H. A. Wroe, J. P. White and Whitfield Harral, as Executors of the Last Will and Testament of George W. Littlefield, conveyed to The University of Texas the east 1/2 of Block No. 1 in the Raymond and Whitis Subdivision of Outlot 16, Division "D" in the City of Austin, Travis County, Texas, together with the improvements but not including furniture and household goods or personal property, and still subject to the life estate of Mrs. Alice P. Littlefield.

Our files reflect that a belief existed, and it was the general understanding for sometime, that the Littlefield residence was restricted to use as a home for the President of The University of Texas. However, there are no restrictions on this property other than those enumerated above, and of course, Mrs. Alice P. Littlefield is now deceased.

BW:tr

*Burnell Waldrep*

PRESIDENT'S OFFICE, U OF T	
ACKNOWLEDGED	FILE
REC'D FEB 7 1958	
REFER TO	
PLEASE ANSWER	
PLEASE READ AND RETURN	

LEASE AGREEMENT  
BETWEEN THE UNIVERSITY OF TEXAS  
AND  
THE EX-STUDENTS ASSOCIATION OF THE UNIVERSITY OF TEXAS

The University of Texas acting by and through the under-signed official and representative under express authorization of its Board of Regents, hereafter referred to as University, for valuable consideration hereby leases to The Ex-Students' Association of The University of Texas, a Texas Corporation herein referred to as Association for the term hereafter stated and in accordance with the agreements herein set forth the following property wit:

All of the East 1/2 of Block Number One in the Raymond and Whitis Subdivision of Out Lot 16 Division D in the City of Austin, Travis County, Texas, being the property formerly known as the home of George W. Littlefield and given by the terms of his will to The University of Texas.

1. **TERM, AND OPTIONS FOR RENEWALS:** The term of this lease shall be 25 years beginning June 1, 1959, and ending December 31, 1983: providing however Association by substantial compliance with the terms of this agreement shall be entitled to and shall have the right or option to extend this lease for two additional successive terms of 25 years each. It may exercise its option for the first such extension by notifying the University, by written notice to the President thereof, of its desire to do so at any time within the last 6 months of the first 25 year term hereof and by similar notification thereof within the last 6 months of the second 25 year term it may extend this lease for the 3rd 25 year term which would end on May 31, 2034. In view of the lack of continuity in governing body of Association, it shall not be deemed to have forfeited its right or option of renewal by failure through oversight to notify the University of its intention or desire to do so but its continuing to occupy the premises after expiration of each of the first two terms shall be deemed notice of its intention to extend this lease for a succeeding term of 25 years; however the University may by written request or demand addressed to the Association at least three months before the expiration of either of the first two 25 year terms require the Association to notify the University in writing before the expiration of such term whether it elects to extend the terms hereof for another 25 year period and if the Association shall fail to do so this lease shall finally terminate at the end of the then current 25 year period.

It is expressly understood that the rights of The Association to extend this lease at the end of either of the first two 25 year periods shall be conditioned upon its having complied substantially with this agreement and the purposes thereof as herein stated. It is agreed, however, that any time the University shall consider that The Association is in any manner or to any extent failing to comply with the terms of this agreement or with its purposes, it shall immediately notify the Association by letter of the manner in which it considers Association is in default or is failing to comply fully with this agreement in order that Association may be afforded an opportunity to correct or obviate such default or breach and no act, or failure to act by The Association committed during any term of this lease shall constitute grounds for denial of its right to extend this lease for a succeeding term unless The University shall have called such breach to the attention of The Association and unless The Association shall after receiving such notification have willfully continued such failure of compliance.

2. The Association shall have and is hereby granted during the term hereof the exclusive possession, control, management and use of the leased premises.

3. (a) Association agrees with reasonable promptness after possession of the premises shall be delivered to it, to begin a program of renovation, interior remodeling and redecorating the buildings of the leased premises for use as an Alumni Center and landscaping and beautifying the grounds to be suitable for outdoor entertainment, and for general beautification of the premises. It will provide a parking area within the premises with such planting and screening that the parking area will not detract from the beauty of the remainder of the grounds. It will undertake to make the entire grounds and premises a beautiful and attractive entertainment center for alumni and for such University uses as hereinafter provided, and to these ends it will obtain and utilize the services of a competent architect, interior decorator, landscape engineer or architect and such other professional assistance as may be needed. It is understood, however, that no structural change will be made in the exterior walls and roof of the principal building on the leased premises and that the basic architecture and landscape designs and plans for the remodeling of the interior of the building and the landscaping of the grounds shall first be approved by the President or other designated representative of the University before being put into effect. In connection with the beginning of the term of this lease and of the improvement of these premises, it is understood that University is at present using portions of these premises for various departments and to the extent that it can conveniently do so, it will permit Association to begin improvement and remodeling on the grounds and within the building prior to the beginning date of the term of this lease. It is further understood that in the event that it shall not be able to provide facilities at other locations on the campus for the departments now using portions of these premises prior to June 1, 1959, it shall have the right without otherwise affecting the terms of this agreement to delay delivery of possession of the leased premises to Association until such time as it can obtain other quarters or facilities for such departments but it agrees that in no event will it postpone the availability to Association of the leased premises for remodeling and use to a date later than September 1, 1959.

(b) In connection with the remodeling of the building Association agrees that it will provide no less than two dining areas which shall be adjoining and which may by folding partitions or other means be opened into one area with a total seating capacity of not less than 50. It will provide necessary steam tables and other kitchen facilities to enable food to be served through a catering service to this total number of people who may be conveniently served in such dining area or areas but it does not agree that it will provide basic kitchen and cooking facilities for preparation of food for such number of people.

(c) The Ex-Students' Association will provide a minimum of two rooms equipped with beds or sleeping facilities. It will not provide all of the facilities or service usually incident to hotel accommodations but only sleeping facilities for temporary or emergency use.

4. While it is understood that Association shall have exclusive possession, control and management of the leased premises and the buildings thereon, nevertheless Association agrees that it will make available to the Board of Regents, University Administration, faculty and staff that portion of the main residence and building which is suitable for public entertainment upon the conditions hereafter stated. All such use by or for the University, its faculty and staff shall be only for University-related or University-sponsored programs provided

such use of any part of these premises by or for the University by a University group shall be granted by the Association only upon request from the President of the University or other representative or administrative official of the University designated by the President as the proper agency or representative of the University to make such request. It is expressly understood that the Association shall not be expected to make the leased premises or portions thereof available to any and all University or faculty groups who may request the same but all requests therefor shall be made through the office of the President of the University or other representative designated by him. It is further understood that any use of these facilities by the University, or University group shall be conditioned upon such use not interfering with any program or use contemplated or planned by the Association.

5. The Association will at the inception of this lease extend an invitation to the Development Board of The University of Texas to use office space in the leased premises and will make available to the Development Board should it accept such invitation reasonable and adequate offices and quarters. Association further agrees that to the extent that the buildings on the leased premises are adequate therefor it will undertake to provide headquarters and office space for any and all organizations and activities of alumni and ex-students of the Main Branch of The University to the end that these facilities shall be the headquarters or center for all such alumni programs and organizations subject at all times to approval by the Association.

6. In consideration of the agreements by Association and of the benefit to accrue to the University by reason of the improvements on the leased premises and the uses of such facilities by the University and University groups, the University agrees to supply during the terms thereof, at its expense, all utilities, janitorial service for the cleaning and maintenance of the building and the services of gardeners to maintain the grounds and gardens on the lease premises. The University will install the necessary conduit or duct for delivering cold air for air conditioning and heated air for heating from its heating and air conditioning plant to the duct work which will be installed by the Association in the buildings on the leased property and will without charge to the Association supply the cold and hot air needed to air condition and heat such buildings.

All other expenses of operation and maintenance of the premises shall be borne by the Association. The University shall not be obligated to maintain structurally the buildings on the leased premises but in this connection Association shall be expressly obligated to maintain in good repair and in good condition such buildings including walls and roofs thereof and to keep the same property painted and in good structural condition. All permanent improvements of every nature placed upon the leased premises shall be and become the property of The University and the leased property and all improvements and additions made by Association shall be surrendered and delivered to the University at the termination of this lease except that this shall not be deemed to include any of the furniture, files, office equipment and personal property of the Association not constituting permanent improvements to the real estate. During the term of this lease the Association, at its expense, shall keep the building on the leased premises fully insured under comprehensive policies of insurance with loss payable clauses in favor of University and Association as their interest may appear. In the event of damage to or destruction of any building or improvement on this

property, the proceeds of any insurance covering such loss may be issued to The Association for the repair or replacement of such building provided that the plans for such repair or rebuilding shall be subject to the approval by a representative of The University designated by its President. In like manner, the Association shall bear all expense incident to the replacement or replanting of trees and plants, other than annual flowers and plants.

This agreement shall be binding upon and inure to the benefit of any successor of The Ex-Students' Association. It is understood that should there be any corporate or other change in the legal entity comprising the Ex-Students' Association, any successor of The Ex-Students' Association of The University of Texas shall succeed to the rights granted to the hereunder providing that such successor shall be an organization or corporation substantially representative of the ex-students of the various schools, branches and departments of the Main University.

Executed by the parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 1958.

The University of Texas by \_\_\_\_\_  
Signature

The Ex-Students' Association of The University of Texas by \_\_\_\_\_.

MEMORANDUM  
FROM  
OFFICE OF THE BUSINESS MANAGER  
MAIN UNIVERSITY

DATE: June 26, 1958

TO: Mr. F. Lanier Cox

SUBJECT: PROPOSED LEASE AGREEMENT BETWEEN THE UNIVERSITY OF TEXAS  
AND THE EX-STUDENTS' ASSOCIATION OF THE UNIVERSITY OF TEXAS

Pursuant to the request received from you and Dr. Dolley, I have reviewed the proposed lease agreement between the University and the Ex-Students' Association for the Littlefield Home property. My observations and comments are as follows:

1. I question the effective date of the lease, June 1, 1959, as being a reasonable starting date because I know of no adequate provisions that could be made for the Music Department by that date.
2. I question the advisability of granting "exclusive possession, control, management, and use of the leased premises" even if it is legal for the University to do so.
3. Item 6 of the proposed contract calls for the University to "install the necessary conduit or duct for delivering cold air for air conditioning and heated air for heating from its heating and air conditioning plant to the duct work which will be installed by the Association in the buildings on the leased property and will without charge to the Association supply the cold and hot air needed to air condition and heat such buildings." The University should not agree to install the necessary facilities to deliver cold air for air conditioning from its heating and air conditioning plant. This would call for a tunnel job as we do not have a tunnel connecting this building for this service, and it would be entirely too expensive to extend air conditioning tunnels to this location. If air conditioning is to be supplied, we would recommend a self-contained unit to service this building. If such unit is to be furnished by the University, then funds would have to be appropriated for making this capital expenditure. I would think that the air conditioning plant of this building would be a part of the initial cost of the repair and rehabilitation and remodeling of this structure. The utility services could be furnished by the University to provide air conditioning, heat, light, etc. by paying the bills out of institutional funds for these utility services. Likewise, custodial services and gardener services could be furnished from our regular physical plant staff, but we would hope that this would not entail assignment of a specific individual or individuals to work at this location only.

June 26, 1958

4. It appears to me that a more definite time limit should be prescribed in the contract for the completion of the renovation program, interior remodeling, and redecorating of the buildings on these premises. After a stated time limit had expired and such improvements had not been made, the contract should be considered canceled.
5. In our conversations we have discussed the Littlefield Home and the problem of finding a place for the Music Department now occupying the home. The lease agreement provides for all of the east one-half of Block Number One, which would include the old carriage house now occupied by Radio-TV. Therefore, we would also have the problem of re-locating the Radio-TV Department, as well as the Music Department.

There are several of the provisions of the proposed lease agreement which I question from the policy standpoint, as enumerated above. There are some of these provisions which probably should be questioned from a legal standpoint, but I shall not attempt to raise the legal questions since you and Mr. Waldrep will consider these. I have not checked the description as contained in the proposed lease agreement, and this is one item that should be carefully checked with the records. Of course, the will of Colonel Littlefield should also be checked to see if the proposed lease agreement would violate any conditions of the bequest to the University.

I would be glad to attend a conference to discuss the terms of the proposed lease agreement, or to furnish additional information if requested.

  
G. W. Landrum

GWL/mfb  
Encl.

cc: Addressee (2)

PRESIDENT'S OFFICE, U OF T	
ACKNOWLEDGED _____	FILE _____
RECD JUN 27 1958	
REFER TO _____	
PLEASE ANSWER _____	
PLEASE REPLY AND RETURN _____	

# MEMORANDUM

FROM  
OFFICE OF THE BUSINESS MANAGER  
MAIN UNIVERSITY

TO: Dr. Logan Wilson  
President

DATE: June 26, 1958

SUBJECT: LITTLEFIELD HOME

Pursuant to your recent request, I have talked with Dean Doty and Mr. Shipp regarding the Regents' action on May 29, 1958, concerning the first floor of the Littlefield Home. I also accompanied Mrs. Jacobsen and Mrs. Wilson on an inspection tour of the first floor of the Littlefield Home on Wednesday, June 25, 1958.

In order to vacate the first floor of the Littlefield Home so that the Ex-Students' Association may have use of it by September 1, 1958, it will be necessary to do the following:

1. Move and re-locate three full-time faculty members together with musical instruments and other equipment from the first floor of the Littlefield Home. (The spaces occupied by three other full-time faculty members in the north end of the first floor need not be disturbed since, in the opinion of Mrs. Wilson, these spaces would not be required or usable for the intended use by the Ex-Students' Association.)
2. Interior painting of that portion of the first floor to be used by the Ex-Students' Association will be required.
3. Some yard improvements would be required, but these should be kept to a minimum until such time as the major remodeling and renovation program is instituted.

In an undertaking of this kind there are always problems presented; some of these problems are:

1. Finding suitable space for the three faculty members, musical instruments, and other equipment to be removed from the first floor of the Littlefield Home. (Mr. Shipp advises me that he has no adequate space to assign to the Music Department. Dean Doty feels that in the space allotted to him he will not be able to accommodate adequately the faculty and equipment to be moved. I know of no usable space that is available which would meet Dean Doty's requirements.)
2. An early determination should be made of fixing the responsibility for the interior painting required. If the University's physical plant staff is to perform this painting work, we would like to receive instructions as to the colors desired.

June 26, 1958

3. Early arrangements should be completed between the Ex-Students' Association and the Division of Housing and Food Service as to the catering service desired by the Ex-Students' Association for the pre-football game buffets. The approximate number of people to be served should be determined after giving consideration to the facility limitations.

Some of my personal observations concerning the proposed operation are as follows:

1. The size and arrangement of the facilities to be used on the first floor of the Littlefield Home will limit the number of people that may be accommodated for the buffet service.
2. The restroom facilities in the entire building are completely inadequate to accommodate a group attending the functions as planned.
3. There are no kitchen or serving facilities available in the area to be used. All food and supplies would have to be prepared and moved to that location.
4. Parking facilities are not available in the immediate vicinity of the Littlefield Home.
5. Because of the limited facilities, the number attending the planned functions would necessarily have to be limited and probably have to be controlled by reservations.

It is suggested that the proposed plan of use of the Littlefield Home to be effective September 1, 1958, be reviewed. Determination should be made as to whether the first floor of the Littlefield Home will actually serve the purpose intended. Also, investigation should be made of other possible locations on the campus where the Ex-Students' buffets might be handled, and where the three Music faculty members, equipment, etc. could be located.

My recommendations are:

1. Dean Doty, Mr. Shipp, and I should meet with you, preferably at the Littlefield Home site to determine if the area is to be vacated and where the Music Department is to be re-located.
2. Appropriate representatives from The University of Texas and from the Ex-Students' Association should meet in conference to discuss the moving, decorating, and the plans for the buffet service.

The Physical Plant and the Division of Housing and Food Service will do everything we can to accomplish the results desired. We will be glad to furnish

Dr. Wilson

-3-

June 26, 1958

additional information or to meet with any groups you designate in order to accomplish the purposes desired.

ORIGINAL SIGNED BY  
G. W. LANDRUM

---

G. W. Landrum

CWL/mfb

cc: Addressee

*copy to W.H.R.*

J. M. ODOM  
GENERAL CONTRACTOR  
P. O. BOX 774  
AUSTIN, TEXAS

October 6, 1958

Mr. Frank Denius, Brown Building, Austin, Texas  
✓ Mrs. Logan Wilson, 1610 Watchill Road, Austin, Texas  
Mrs. Merton M. Minter, 150 Oakmont, San Antonio, Texas.

Dear Mrs. Minter, Myra, and Frank:

I am enclosing herewith a copy of a letter written by Mr. Bubi Jessen of Jessen, Jessen, Millhouse & Greeven, who - together with the firm of Kuehne, Brooks & Barr, have been engaged to do the architectural work on the Littlefield Home.

Mr. Brooks and Mr. Jessen have conferred with me several times on this work, and we have eaten lunch and discussed it on two occasions, the last being September 23rd. You will observe that they recommend that we employ a landscape architect and an interior decorator now and that the project be worked together with the architect to give a unified whole.

I am heartily in accord with this idea and think that our next step should be that if we, as a committee, agree to this that we direct our architects to recommend and confer with us on the selection of the landscape architect and the interior decorator.

I would appreciate very much your writing me your views on this so that I may be guided by them.

Awaiting you reply, I am,

Sincerely,

*Janice Odom*

cc: Mr. Jack R. Maguire

No choice  
yet, per  
H.E.  
10-13-58

JESSEN, JESSEN, MILLHOUSE & GREEVEN  
2816 Hemphill Park  
Austin, Texas

Architects Engineers

October 3, 1958

Mr. J. M. Odom  
P. O. Box 774  
Austin, Texas

Re: Alumni House

Dear Jamie:

Mr. Max Brooks and I have discussed further the topics we brought to your attention during our luncheon on September 23, 1958. We suggest that you present to your committee our recommendations on the points that follow:

1. The services of a landscape architect and an interior decorator should be retained by the Association at an early date. This action will help assure a well integrated development of the project from the very beginning. Since the renovations of the Major Littlefield residence and grounds may well be said to present uncommon problems, the importance of overall coordination can not be overstressed. We feel that we can better accomplish this coordination if we were given a voice in the selection of our collaborators.

2. In the matter of an architectural fee we feel that the standard AIA fee schedule for renovations should apply to that portion of the work let under general, electrical and mechanical contracts. This fee would be 10% of the final costs. To coordinate the landscape and interior decoration we think an equitable approach would be 1-1/2% of the total costs involved for these phases of the work.

We would be happy to discuss these points with your committee should it so desire.

Sincerely,

Jessen, Jessen, Millhouse & Greeven 10-13-58:

By /s/ Bubi  
Bubi Jessen

*Per H.E. Jessen*

cc: MR. R. Max Brooks

~~one~~ *Proposed Landscape Architect - Mr. Myrick of Dallas - Fee - 12% of*

(COPY)

*Interior decorator's fee would be about 12% or \$100.00 a day.*

J. M. ODOM  
GENERAL CONTRACTOR  
P. O. BOX 776  
AUSTIN, TEXAS

PRESIDENT'S OFFICE UOFT	
ACKNOWLEDGED.....	FILE.....
REC'D OCT 15 1958	
REFER TO.....	
PLEASE ANSWER.....	
PLEASE READ AND RETURN.....	

October 14, 1958

Mr. Bubi Jessen, c/o Jessen, Jessen, Millhouse & Greeven,  
Architects, 2816 Hemphill Park, Austin, Texas.  
Mr. R. Max Brooks, c/o Kuehne, Brooks & Barr, Architects,  
Perry-Brooks Building, Austin, Texas.

Vx:  
Mr Sparenberg  
Miss Hedford

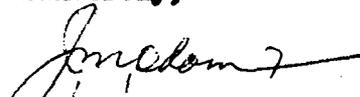
Re: Major Littlefield Home -  
Alumni House

Gentlemen:

In regard to the proposed rehabilitation of the Littlefield Home by the Ex-Students' Association, it has been brought to my attention that the University apparently has a rule that no architects can be employed for work on University property, even though that property has been leased, without approval of the Board of Regents. We were under the impression that the Ex-Students' Association would have charge of the improvements subject to the approval of the University inasmuch as they would be paying for them.

I regret very much that this information was not brought to the attention of the committee empowered by the Ex-Students' Association to proceed on this matter, but it was not. I will ask you therefore, as chairman of the sub-committee, to hold all matters in abeyance until the Regents have taken formal action. I understand that this will be put on the agenda for the Board of Regents at their next meeting to be held within approximately two weeks.

Sincerely,

  
J. M. Odom

cc: Dr. Logan Wilson ✓  
Mr. Jack R. Maguire

THE UNIVERSITY OF TEXAS

P. O. BOX 7908 UNIVERSITY STATION

AUSTIN 12

October 15, 1958

BURNELL WALDREP  
ATTORNEY

PRESIDENT'S OFFICE, U OF T	
ACKNOWLEDGED	FILE
REC'D OCT 16 1958	
REFER TO	
PLEASE ANSWER	
PLEASE READ AND RETURN	

M E M O R A N D U M

To: Mr. Lanier Cox, Vice-President for Administrative Services

From: Burnell Waldrep, Assistant Land and Trust Attorney

Subject: Lease agreement by and between The University of Texas and its Ex-Students Association

We have reviewed the proposed agreement between The University of Texas and the Ex-Students Association and believe it to be inadequate and subject to revision from the standpoint of the University. The consideration flowing to the University, as Lessor, appears to be the fact that the Littlefield Home will be renovated for use as an alumni center and maintained as such throughout the term of the lease. Provision is made for office space for the Development Board, if desired, and for entertainment use not in conflict with the activities of the Ex-Students Association. As against this, the University, as Lessor, must agree that the Ex-Students Association may use the premises for seventy-five years exclusively, providing utilities, janitorial services, services of gardeners, maintenance of building and grounds, and will furnish air conditioning and heated air.

The property in question was acquired by virtue of the Will of Major George W. Littlefield (Codicil No. 2, dated November 9, 1920), together with the deed of conveyance, dated June 16, 1931, from the Executors and Mrs. Littlefield, recorded in the Deed Records of Travis County, Texas, in Book 466, page 585. The property was given to the University subject to the life estate of Mrs. Alice P. Littlefield. Mrs. Littlefield is deceased, and the title has vested in The University of Texas free and clear of any conditions or limitations.

The term of the proposed lease is for a period of twenty-five years with the option of two terms of twenty-five years each. Paragraph 2 of the agreement grants exclusive control and management of the property to the Ex-Students Association. Paragraph 3 places the responsibility for renovation upon the Ex-Students Association with the approval

of the President of the University or designated agency, but leaves to conjecture the procedure to be followed to resolve any disagreements which may arise as to how the plan or pattern of renovation will be initially determined. Paragraph 6 also presents a serious question to be determined in furnishing utilities, janitorial services, etc., to a University organization of this type.

#### CONCLUSIONS

1. It could be said that a lease for a period of seventy-five years is tantamount to a conveyance. The Littlefield property has been utilized by various departments of the University, and is now being occupied by the Music Department and the Radio-Television Department, indicating that some decision in the past has been made placing this property in the category of campus property. If this agreement is, in effect, a conveyance, it would be necessary to obtain legislative permission to release this property to the Ex-Students Association. Splawn v. Woodward, 287 S.W. 677 (Tex.Civ.App., 1926) If it is intended as a lease, which I assume it is, it would appear that in view of the fact that it is not intended as income-producing property, the period of time for which this property is to be leased should be reduced.
2. The name of the Lessor should be changed from The University of Texas to the Board of Regents of The University of Texas.
3. Consideration should certainly be given to paragraph 2 of the lease whereby the Lessee is to be given the exclusive possession, control, management, and use of the premises in view of the many contingencies which could arise by reason of the other provisions of the lease.
4. Provision has been made in the proposed lease for the furnishing of utilities, janitorial services and the like, presumably from state-appropriated funds. This presents a serious question in view of the status of the Ex-Students Association. While it is true that we could not exist, in all probability, without the benefits derived from the efforts of the Ex-Students Association and that while it is the desire of everyone to be of assistance to this fine organization, nevertheless, the procedural pattern has

October 15, 1958

always been, as I understand it, that the Association be a free and independent organization. Therefore, any services furnished, and especially in substantial amounts as contemplated by the proposed agreement, would not in reality be furnished strictly for a University department. It is possible they could be deemed an unauthorized expenditure, particularly in the light of Terrell v. Middleton, 187 S.W. 267 (Tex.Civ.App., 1916, err.ref.), which is commonly referred to as the "Chicken Salad Case," and related to expenditures at the Governor's Mansion.

5. It would appear also that consideration should be given to the type of architecture, architects, and maintenance for the future, especially as to the participation of the University in matters of this nature from the standpoint of policy.

If you agree that a revision is in order, I would recommend that a counter proposal be submitted to Mr. Jack McGuire upon the following basis:

1. That the term of the lease be reduced with adequate protection to the Ex-Students Association.
2. Amend paragraph 2 to provide joint control of the premises with appropriate provisions for the delegation of duties so it will be definitely understood as to who does what, especially in the realm of architecture, custodial care and the like.
3. That some sort of standard or schedule of charges be adopted whereby the parties to the agreement would pay their proportionate part for utilities, janitorial services, and maintenance, that is, the University paying for University services and the Association for its functions.

Lance Waldrop

BW:tr

cc: Dr. J. C. Dolley  
Mr. Chas. H. Sparenberg  
Mr. Graves Landrum

THE UNIVERSITY OF TEXAS

OFFICE OF THE COMPTROLLER

AUSTIN 12

MEMORANDUM

File  
✓  
m



October 17, 1958

To: Mr. Logan Wilson, President

Subject: PROPOSED REMODELING OF LITTLEFIELD HOME FOR EX-STUDENTS'  
ASSOCIATION - CHOICE OF ARCHITECTS AND OTHER MATTERS

This memorandum is being written at the request of Mr. Lanier Cox, after discussions with Mr. Cox, Dr. Dolley, and Mr. Burnell Waldrep, and after reading Mr. Waldrep's memorandum to Mr. Cox of October 15, 1958 in regard to the proposed lease agreement between The University of Texas and the Ex-Students' Association, and related matters.

As you of course know, the question of whether private individuals, organizations, and/or foundations should be allowed to appoint architects and award contracts for construction work on University land has already been raised on a number of occasions, in cases related to our branches at El Paso, Galveston, and Houston, particularly El Paso. As you also know, of course, some precedents in regard to the legal and policy questions involved in such matters have already been established. In practically all cases it has been the position of your office and the Comptroller's Office and our attorneys that no private individual or private organization has any legal right to handle construction work on State owned or University owned land, even though the funds involved come from private gifts, and that, generally speaking, all construction projects on University land should be handled in accordance with the usual rules and regulations approved by the Board of Regents.

Mr. Waldrep's memorandum of October 15, 1958 to Mr. Cox would seem to indicate that he thinks that the usual rules and regulations should be followed on the remodeling work to be done on the Littlefield Home, both as a matter of law and as a matter of policy. This belief and/or opinion is strengthened by consideration of the fact that we are already contributing to the annual budget of the Ex-Students' Association from appropriated funds, and the fact that the proposed lease contemplates the possibility of our furnishing part at least of the utilities, janitorial services, and gardeners' services. The proposed lease agreement further contemplates that one University department supported out of appropriated funds might be housed in this building. In view of all these factors, it obviously would be difficult to support the proposition that this would be strictly a private operation.

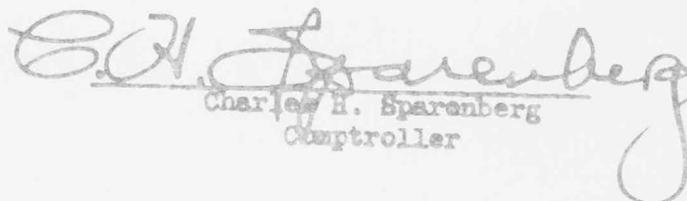
Considering all the circumstances, it seems to me that the best compromise we could work out would be for the choice of architects, the advertising for bids, and the awarding of contracts, relating to repair, remodeling, and structural

work on the building itself to be handled by the University staff, in accordance with the usual Regents' rules and regulations, and for us to allow the Ex-Students' Association to handle completely the choice of landscape architects and interior decorators, compensation therefor, and award of contracts in their two areas.

Under present rules and regulations and practices approved by the Board of Regents, the Associate Architects who would prepare the working drawings and specifications for repair, remodeling, and structural work on the building itself would be chosen on the basis of joint recommendations by the Comptroller and the Consulting Architect. All preliminary plans, working drawings and specifications, and contract awards would have to be approved by the Comptroller's Office, the President's Office, the Regents' Buildings and Grounds Committee, and the Board of Regents as a whole. Plans and specifications would also have to be approved by the Faculty Building Committee, and working drawings and specifications would also have to be approved by the Consulting Architect.

I am making all of these comments, of course, without knowing what amount of money is involved. Under our normal procedure the funds involved, even though coming from private gifts, would be disbursed from a construction funds bank account on vouchers approved by the Comptroller and on checks countersigned by the Comptroller. The exact method of handling the funds, of course, would have to be worked out later after all other problems are settled.

As you will doubtless recall, we have had many repair and remodeling projects in the past in which the Faculty Building Committee and the Consulting Architect have not been involved. On the other hand, however, our new Consulting Architect, Brother Jessen, is obviously already deeply involved in this one.

  
Charles H. Sparenberg  
Comptroller

Copies to Dr. James C. Dolley  
Mr. F. Lanier Cox  
Mr. Burnell Waldrep  
Mr. Graves W. Landrum

October 21, 1958

*(File copy - W for AIS)*

Memorandum

To: Dr. Logan Wilson, President  
Subject: Proposed Lease Agreement between The University  
of Texas and the Ex-Students' Association of The  
University of Texas

The evaluations and proposals set out below are the unanimous recommendation of the following administrative officers:  
Dr. J. C. Dolley, Mr. Lanier Cox, Mr. C. H. Sparenberg,  
Mr. Graves Landrum, and Mr. Burnell Waldrep.

This group met and reviewed the lease proposed by the Ex-Students' Association and memoranda written by Mr. Landrum, Mr. Waldrep, and Mr. Sparenberg.

1. The proposed lease covers "all of the East  $\frac{1}{2}$  of Block Number One in the Raymond and Whitis Subdivision of Out Lot 16 Division D." The property thus described includes both the Littlefield Home and the Carriage House north of the main structure. The proposed lease calls for delivery of the premises to the Ex-Students' Association on June 1, 1959, or at least not later than September 1, 1959.

No decision has yet been reached concerning the location of the offices and practice rooms of the Department of Music now housed in the Littlefield Home. During the current semester, it is reported that music students are utilizing some or all of the practice rooms on a 44-hour week basis. The Board, at the March meeting, agreed that the building should not be made available until arrangements could be made to provide space elsewhere for that portion of the Department of Music presently housed in the Littlefield Home.

The problem of moving the facilities of Radio House now occupying the Carriage House is even more difficult. It is the understanding of the conferees that there is an implied commitment to Radio House to the effect that they might occupy their present quarters until such time as permanent facilities for the entire operation are made available.

The final plans for the Union Building remodeling and expansion show space on the third floor, southwest corner, designated for use of the Ex-Students' Association.

Recommendation:

- (a) Dean Doty, Mr. Shipp, Mr. Landrum, and a designated representative of the President should meet as soon

as feasible to consider possibilities for the relocation of the Department of Music facilities now housed in the Littlefield Home and to make recommendations and suggestions to the President. Thereupon, a definite date for delivery of possession to the Ex-Students' Association should be determined.

- (b) Mr. Schenkkan, Mr. Shipp, Mr. Landrum, Mr. Sparenberg, Dr. Baskew, and a representative of the President should meet as soon as feasible to discuss the possibilities for relocating the activities of Radio/TV now housed in the Carriage House and to make recommendations to the President.

2. The lease agreement submitted by the Ex-Students' Association proposes a base period of 25 years with the right of renewal by the Ex-Students' Association for two additional 25-year periods.

Recommendation: The base period of the lease should be ten years with the right reserved to the Ex-Students' Association to renew for one additional ten-year period.

The recommended period is in line with the lease policy of the Board of Regents and provides a period ample to cover a reasonable amortization of the costs contemplated by the Ex-Students' Association.

3. The proposed lease would grant to the Ex-Students' Association "exclusive possession, control, management and use of the leased premises." This provision is inconsistent with the further provision for housing the offices of the Development Board on the property and would raise considerable question as to the legality of the lease provision requiring the University to furnish all utilities, custodial services and grounds maintenance.

Recommendation: The Ex-Students' Association should be given the primary use of such space not specifically reserved for the operation of University offices or agencies under policies developed by the Secretary of the Ex-Students' Association and the Vice-President and Provost, or his designated representative. In the event of any disagreement as to program or use, such disagreement should be referred to a committee composed of the President of The University of Texas, the President of the Ex-Students' Association, and the Chairman of the Board of Regents of The University of Texas.

4. Under the lease proposal, the consideration to be provided by the Ex-Students' Association is the "renovation, interior remodeling and redecorating" of the buildings on the leased premises and the landscaping and beautifying of the grounds. No minimum sum to be expended is fixed and no time limitation for the substantial completion of the proposed work is provided.

Recommendation:

- (a) A reasonable minimum expenditure agreeable to the Ex-Students' Association should be included in the agreement. Such a provision would be helpful in any justification of the lease which might be necessary to outsiders.
- (b) A requirement on the part of the Ex-Students' Association to make substantial performance of their obligation within three years from the date they are given possession of the premises should be written into the lease. Not only would such a provision be helpful from the University's standpoint, but also it might well be helpful to the Ex-Students' Association in raising the necessary funds.
5. The lease proposes that the University supply, at no cost to the Association, all utilities, custodial services, and grounds maintenance. The estimated annual cost to the University would be approximately \$9-10,000. It is assumed that this obligation of the University would not replace the current cash payment to the Association of \$25,000 a year for services rendered. It should be pointed out, however, that the current costs for utilities and custodial services are a part of the Union Building budget, an auxiliary enterprise. The cost of providing such services for the Littlefield Home would necessarily have to come from general budget funds.

Recommendation:

- (a) Since the Ex-Students' Association under the proposed lease would have the obligation "to maintain in good repair and in good condition such buildings, including walls and roofs thereof, and to keep the same property painted and in good structural condition" it would seem reasonable for the University to assume the cost of furnishing all utilities and one-half of the cost of custodial services and grounds maintenance. This proposal seems equitable in view of the proposed joint occupancy and use of the building.

- (b) All building repairs and other building maintenance should be performed by the University upon request of the Ex-Students' Association and at the expense of the Association. All custodial services and grounds maintenance should be provided by the University on the basis of an annual budget submitted by the Executive Secretary of the Ex-Students' Association and the Vice-President and Provost of the Main University through administrative channels to the Executive Committee of the Ex-Students' Association and the Board of Regents of The University of Texas for approval. The approved budget for these two items would be financed equally by the University and the Ex-Students' Association.
6. The proposed lease provides for approval by the President, or his designated representative, of the basic architectural and landscape designs and plans, but apparently contemplates that this would be the only control or supervision exercised by the University. It has long been the policy of the University that no private individual or organization has the legal right to handle construction work on State-owned or University-owned property, even though the funds involved come from private gifts, and that construction projects on University property should be handled within the rules and regulations of the Board of Regents. The following is in line with established policy:

Recommendation:

- (a) Money raised by the Association for this purpose should be deposited with the University and no contract should be awarded in excess of the amount of funds on hand at the time.
- (b) The Associate Architect who would prepare the working drawings and specifications for the repair, remodeling and structural work on the building would be chosen on the basis of joint recommendations by the Comptroller and the Consulting Architect. Since Brooks, Kuehne, and Barr have been consulted by the Ex-Students' Association, there would be no reason why they should not be designated as the Associate Architects for the project.
- (c) All preliminary plans, working drawings and specifications, and contract awards should have the approval of the Comptroller's Office, the President, the Regents' Buildings and Grounds Committee, and the Board of Regents.

October 21, 1958

- (d) The appointment and determination of compensation for the landscape architect should also be upon the joint recommendation of the Comptroller and the Consulting Architect. The selection of the interior decorator and his compensation should be left to the determination of the Ex-Students' Association. Plans and specifications, however, by both the landscape architect and the interior decorator should be subject to the usual approval.
- (e) Because the use of this building will be for a limited purpose--primarily that of an alumni house--and also because this is merely a repair and remodeling project, the Faculty Building Committee would not necessarily need to be involved.
7. Despite the possible absence of legal restrictions, the location of the Littlefield Home between the University Methodist Church on the west and University girls' dormitories on the east, would, in our opinion, make it inadvisable to serve alcoholic beverages on the premises. If the success of the contemplated operation of the facility by the Ex-Students' Association is in any way dependent upon the serving of alcoholic beverages, a University policy against such use should be made clear at this time to avoid further involvement.

LC:bh

cc: → Mr. Lanier Cox  
Dr. J. C. Dolley  
Mr. Graves Landrum  
Mr. C. H. Sparenberg  
Mr. Burnell Waldrep

15 cc: delivered to Miss Sherrill, 10/23/58, for  
distribution to Board of Regents 10/24-25/58.

2cc V. tabb

2cc Central Files

cc: Dr. Ransom  
Dr. Haskew

THE UNIVERSITY OF TEXAS  
OFFICE OF THE PRESIDENT  
AUSTIN 12

I - Ex Students Assoc.

✓ of I - legal matters

✓ of I - B of R

October 27, 1958

Mr. Sterling Holloway  
Route 7, Box 36E  
Austin, Texas

Dear Sterling:

The attached memorandum concerning the Proposed Lease Agreement between The University of Texas and the Ex-Students' Association of The University of Texas was brought to the attention of the Regents at their meeting in Houston the other day and they adopted it, with the provision that in the lease there should be an escape clause whereby at any time, by paying the Ex-Students' Association the amount of their unamortized investment, the University could resume exclusive use of the premises for its purposes. We doubtless will need to confer further about the whole matter.

Sincerely yours,

Logan Wilson

Attachment - Oct 21 memorandum  
LW k

cc: → Mr. Cox  
Mr. Maguire  
Miss Thedford

I

J. M. ODOM  
GENERAL CONTRACTOR  
P. O. BOX 774  
AUSTIN, TEXAS

December 17, 1958

PRESIDENT'S OFFICE UOFT	
ACKNOWLEDGED.....	FILE.....
REC'D DEC 18 1958	
REFER TO.....	
PLEASE ANSWER.....	
PLEASE TELETYPE AND RETURN.....	

Mr. Jack R. Maguire  
Executive Secretary  
The Ex-Students' Association  
The University of Texas  
Austin, Texas.

Dear Jack:

Your letter of November 6th relative to the use of the Littlefield Home as an Alumni House, to which was attached a memorandum to Dr. Logan Wilson, President, came to my office while I was in Europe. Since my return about two weeks ago I have been very busy and am just now free to answer your letter.

The memorandum referred to above was submitted to the Board of Regents at its October 23-24 meeting in Houston, and apparently has been approved by the Board. The sub-committee, of which I am chairman, is composed of Mrs. Logan Wilson, Mr. Frank Denius, and Mrs. Merton Minter. We were designated by the general committee to be in charge of the selection of an architect or architects, interior decorator, and a landscape architect, along with the study of the use of the premises and the letting of contracts in connection with the proposed remodeling, interior decorating and landscaping. This committee proceeded as far as it did under the assumption that all matters except minor details had already been worked out with the Board of Regents and we were free to proceed on the basis of this assumption. Apparently such was not the case. This sub-committee had nothing to do with the preparation of the lease agreement nor the negotiations of the terms of that lease with the Board of Regents.

I believe it is proper for you to call a meeting of the general committee. The proposed lease agreement as approved by the Board of Regents has so many restrictive terms and conditions as to make it necessary to re-evaluate not only the use of the premises but the general idea of the use of the Littlefield Home as an Alumni House as such if the restrictive measures in the memorandum, as now approved, are inflexible. In my opinion the memorandum constitutes a far from enthusiastic endorsement of the general idea although it may not have been intended as such. My sub-committee, however, will take no further action until so instructed by the general committee.

Sincerely,

*Jennie Odom*

cc: Dr. Logan Wilson, Mr. Frank Denius, Mrs. Merton Minter, Mrs. Logan Wilson

I

The Ex-Students' Association  
of The University of Texas  
The Union, Austin

PRESIDENT'S OFFICE UOFT	
ACKNOWLEDGED.....	FILE.....
REC'D	JAN 13 1959
REFER TO.....	
PLEASE ANSWER.....	
PLEASE REPLY AND RETURN.....	

COPY

January 12, 1959

File No.: CP - 8

Mr. J. M. Odom  
P. O. Box 774  
Austin, Texas

TRK  
L.C.  
LDH  
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J

Dear Mr. Odom:

You are quite right in suggesting that we call a full meeting of the Littlefield Home Committee. However, Sterling Holloway has been out of the country since before Christmas and just returned last weekend. A meeting of the Executive Council of The Association is scheduled for Saturday, January 17, and the members already have expressed their desire to give some study to the Littlefield Home matter at that time.

In view of the fact that our Council is meeting, both Mr. Holloway and I are of the opinion that a meeting of our Littlefield Home Committee should not be called until after the Executive Council has met. I also have been meeting informally during the last few days with representatives of The University Administration trying to work out some of the problems involved in the proposed move of our activities to the Littlefield Home.

As a result of these meetings, I am convinced that the lease agreement between The Ex-Students' Association and the Board of Regents of The University will not be a problem despite the memorandum addressed to Dr. Wilson by the Administrative Committee which made a study of our original lease agreement. I believe that the differences of opinion between our Committee and those of the Committee of the Administration can be resolved by conference. The real problem is finding a place to house the present occupants of the Littlefield Home and this must be solved before we can give any thought to moving our offices.

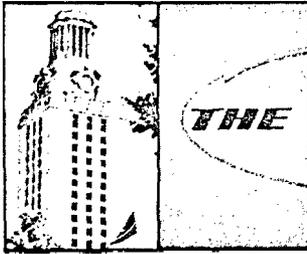
You will be hearing from me again as soon as our Executive Council has had a chance to meet and act.

With kindest personal regards, I am

JRM/lmj

Cordially,  
ORIGINAL SIGNED BY  
JACK R. MAGUIRE  
Jack R. Maguire  
Executive Secretary

cc: Dr. Logan Wilson, Mr. Frank Denius, Mrs. Merton Minter, Mrs.  
Logan Wilson



**THE EX-STUDENTS' ASSOCIATION**

The University of Texas

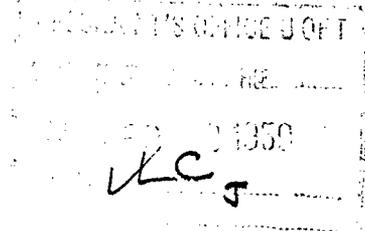
P.O. Box 8013, University Station • Austin 12, Texas • Greenwood 6-6201

JACK R. MAGUIRE, Executive Secretary

February 10, 1959

File No.: CP - 8

Mr. J. M. Odom  
P.O. Box 774  
Austin, Texas



Dear Mr. Odom:

Dr. Logan Wilson tells me that the fire in the Drama Building recently is going to make it necessary to house some additional professors and classes in the Littlefield Home and that it cannot be made available to The Ex-Students' Association for occupancy at least for another year.

In view of this, I don't suppose that there is anything that our committee can do now except wait. It is going to be necessary for us to take some kind of action within the next year because we have been notified by the Board of Directors of the Texas Union that it will be necessary for us to vacate the space now occupied in that building no later than June 1, 1960.

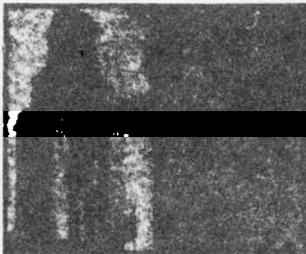
Cordially,

ORIGINAL SIGNED BY  
JACK R. MAGUIRE

Jack R. Maguire  
Executive Director

JRM/lmj

cc: Mr. Frank Denius, Mr. John Holmes, Dr. Logan Wilson, Mrs. Merton Minter, Mrs. Logan Wilson



**EX-STUDENTS' ASSOCIATION**

The University of Texas

P.O. Box 8013, University Station • Austin 12, Texas • Greenwood 6-6201

JACK R. MAGUIRE, Executive Director, B.J. '44

June 10, 1959

File No.: CP - 8

**MEMORANDUM**

To: Dr. Logan Wilson

Subject: Housing for The Ex-Students' Association

PRESIDENT'S OFFICE UOFT	
ACKNOWLEDGED	FILE
REC'D	JUN 10 1959
REFER TO	
PLEASE ANSWER	
PLEASE READ AND RETURN	

In accordance with our conversation last week, I am writing to suggest a conference for the purpose of exploring all possibilities for housing The Ex-Students' Association during the period when we are expected to vacate our present quarters and before we move into a permanent Alumni House.

If convenient, I suggest that such a conference be held as quickly as possible, perhaps at a luncheon meeting. If a luncheon meeting is desirable, I shall be glad to be host, preferably at an off-campus spot where our discussions would not be interrupted.

Included in this exploratory discussion should be yourself, Dr. Haskew, Mr. Landrum, representatives of The Ex-Students' Association and any others you may want to have. Mr. Holloway would like to attend, but he will be in Austin only on June 11, 12 and 13. He leaves on June 14 for an extended trip. I will be available any day through June 19, after which I also will be away for an extended period.

From the standpoint of The Association, the agenda should include exploration of these possibilities:

1. Delaying the remodeling of this portion of The Texas Union to permit The Association to continue occupancy of our present quarters until permanent housing is available; and the possibility of obtaining from The Texas Union the use of two additional offices on the second floor to house our field director and the other individual to be employed by the Board of Regents one-half time and one-half time by The Association.

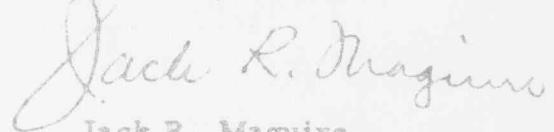
Dr. Wilson  
Page 2  
June 10, 1959

2. Purchase, lease or monthly rental of housing near the campus, such as the Y. M. C. A., the Delta Zeta Sorority on West Avenue (formerly the Col. E. M. House home), or similar property. Such property might be more acceptable than is the Littlefield Home as housing for the Music Department, or it might be more feasible as offices for The Association.

3. The purchase of the Seekatz property. This probably could be purchased for less than the \$90,000 asking price. In any event, I think that we should explore the advisability of acquiring this property for one use or another. Our estimates are that an expenditure of \$100,000 would be required to restore the Littlefield Home. Would this be an unwise investment when property like the Seekatz home is available at less money and with much more adequate facilities?

4. Housing The Association permanently in proposed new buildings on the campus which will be adjacent to the Main Building. We feel that it is important that our offices be in a ground floor location easily accessible to visiting alumni, faculty and students and also near the offices of The Administration.

Sincerely,



Jack R. Maguire  
Executive Director

JRM/lmj

I Est. Stm  
Parker

**MEMORANDUM**  
FROM  
OFFICE OF THE BUSINESS MANAGER  
MAIN UNIVERSITY

Original Signed by  
LOGAN WILSON

TO: Dr. Logan Wilson  
President

DATE: June 18, 1959

Subject: IMPROVEMENT, REMODELING AND AIR CONDITIONING CERTAIN SPACES  
IN HOME ECONOMICS BUILDING

Pursuant to your request, we have investigated the feasibility of converting the west end basement of the Home Economics Building into office space and have made preliminary estimates of cost of improving this space including air conditioning. Estimates have also been made of the cost of air conditioning the lecture hall in Room 105.

As a result of our meeting yesterday, it is my understanding that the Physical Plant staff of the Main University is to proceed immediately with the improvement, remodeling and air conditioning of the west end basement space and the air conditioning of Room 105 and Room 103.

The justifications for this improvement project are stated below:

1. We need permanent office space in the center of the campus.
2. We have an immediate need for space to house the Ex-Students' Association who must move from their present facilities in the Union Building because of remodeling in that building.
3. We have a need for air conditioned, large lecture halls. The lecture hall in Room 105 will seat approximately 225 people and is used extensively by various departments on the campus.
4. The basement space is presently used for storage and can be converted to office space at a lower cost than we could build offices in this area of the campus.

The preliminary estimates of cost for this project (prior to working out all of the engineering and architectural details) are:

1. Cost estimate for converting some 2,500-3,000 square feet of basement space into offices	- \$ 20,000
2. Estimated cost of air conditioning the converted office space	- 6,000
3. Estimated cost of air conditioning Rooms 103 and 105	- 12,000
4. Contingency item (for rearranging piping, installation of rest rooms and other costs)	- <u>2,000</u>
Total Estimated Cost of Project	<u>\$ 40,000</u>

It is estimated that a completion date of October 1, 1959, is possible which would allow the Ex-Students' Association to move into these quarters on that date. It must be pointed out, however, that the air conditioning installation might not be complete at that time since the necessary equipment must be purchased through the Board of Control and the October 1 target date may not allow for completion of this installation by that time.

We request approval of the following:

1. Appropriate \$40,000 from the Available University Fund for the project as outlined.
2. Authorize the Main University Physical Plant staff to handle the project including plans, construction, rearrangement of utilities and air conditioning. This request is made with the understanding that the Business Manager and the Director of Physical Plant should be authorized to let contracts for any of the construction work that would expedite completion of the project.
3. Authorize the Business Manager, Main University, to work with Mr. Jack Maguire, Secretary of the Ex-Students' Association, to arrange the facilities for his convenience insofar as possible as long as the arrangements of space included and agreed to will serve the University's purposes at such time as the Ex-Students' Association is moved to permanent quarters.

Because this project entails remodeling expenditures estimated to be in excess of \$20,000 and new construction estimated to be in excess of \$5,000, the project will be handled through the Comptroller's Office. It is my understanding that in order to expedite completion of the job, you are authorizing work on the project without the advance approval of the Regents' Buildings and Grounds Committee and that you plan to obtain ratification of this action at a later meeting of the Board.

If you concur in these recommendations, please distribute approved copies as indicated.

ORIGINAL SIGNED BY  
G. W. LANDRUM

We concur in these recommendations:

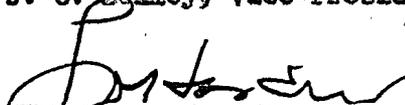
Original signed by  
H. H. RANSOM

G. W. Landrum

H. H. Ransom, Vice-President and Provost  
Main University

Original Signed By  
J. C. DOLLEY

J. C. Dolley, Vice-President for Fiscal Affairs

  
D. Haskew, Vice-President for Developmental  
Affairs

Orig to JRS  
7-6-61



**THE EX-STUDENTS' ASSOCIATION**

The University of Texas

P.O. Box 8013, University Station • Austin 12, Texas • Greenwood 6-6201

JACK R. MAGUIRE, Executive Director

June 20, 1961

File No. : CP - 19

Hold till  
HR returns

CHANCELLOR'S OFFICE U. OF T.	
Acknowledged.....	File.....
REC'D	JUN 21 1961
TO.....	FOR INFO AND RETURN
TO.....	PLEASE ADVISE ME
TO.....	PLEASE HANDLE

Notified  
no action  
till HR's  
return,  
6-22

Dr. L. D. Haskew, Vice Chancellor  
The University of Texas  
Main Building 101

Dear Dr. Haskew:

Now that Radio/Television will be moving next fall to new quarters in the Old Press Building, would it be possible to vacate at least the first floor and basement of the Littlefield Home so that it could be occupied by The Ex-Students' Association and converted into an Alumni House?

It occurs to me that many of the music offices now housed in the Littlefield Home could be moved to the Carriage House, permitting The Ex-Students' Association to occupy at least a part of Littlefield Home and begin the process of converting it into a real campus showplace. The present basement practice rooms, for example, could be left undisturbed and some of the second-floor offices could continue to be occupied by people from the Department of Music.

The Executive Council of The Ex-Students' Association is pushing me hard for some recommendations as to housing. Since a contract already exists between the Executive Council and the Board of Regents of The University under which The Association will lease the Littlefield Home, the Council feels that this building is the logical one for an Alumni House and has, therefore, asked me to bring back a report at the next meeting on the status of this contract.

Sincerely,

ORIGINAL SIGNED BY  
JACK R. MAGUIRE  
Jack R. Maguire  
Executive Director:

Tell  
Dr Ransom  
Re This  
over phone.

did so  
6-22-61

JRM/lmj  
cc: Dr. Harry Ransom  
Dr. Joseph R. Smiley

Ex-Students' Rel. - I

LDH  
FILES

June 22, 1961

Mr. Jack R. Maguire  
Executive Director  
The Ex-Students' Association  
Campus

Dear Jack:

I am afraid I cannot give you a definitive answer to your letter of June 20 about occupying the Littlefield Home until I can have a discussion of the problems involved with Dr. Ransom. He is away for two weeks.

I am favorably disposed toward your proposal, but the actions necessary to move Music are beyond the scope of my authority. Just as soon as I can talk with Dr. Ransom, I will get in touch with you.

Yours truly,

L. D. Haskew  
Vice-Chancellor

LDH:sjc

I Ed Stu Axon  
1 - MU ~~Maguire~~ said

July 6, 1961

~~Handwritten signature~~

sent  
to JRS

Dr. J. R. Smiley, President  
Main University  
The University of Texas

Dear President Smiley:

I am referring herewith communications from Mr. Maguire and Dr. Haskew concerning the uses of the Littlefield home.

Since the basic issue here is the future housing of the Department of Music, I suggest that you undertake the consideration of the problem.

Sincerely yours,

Harry Ransom  
Chancellor

HR:jr  
Enclosures

HR  
1-10-61  
which I can't  
locate.  
45

THE UNIVERSITY OF TEXAS  
AUSTIN 12

OFFICE OF THE PRESIDENT  
MAIN UNIVERSITY

CHANCELLOR'S OFFICE U. OF T.  
Acknowledged  
July 25, 1961  
RECD JUL 25 1961  
FOR INFO AND RETURN  
PLEASE ADVISE ME  
PLEASE HANDLE

Dr. H. H. Ransom  
Chancellor  
The University

Dear Chancellor Ransom:

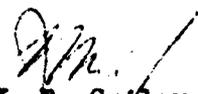
You will recall the recent memorandum from Jack Maguire concerning possible uses of the Littlefield Home. Following your note to me I have discussed the situation in some detail with Mr. Maguire, Dean Doty, and Mr. Byron Shipp, and my recommendation under the circumstances is that we recommend no changes in present assignments of space in Littlefield Home.

Mr. Shipp informs me that there is literally no other area to which the offices, classroom, and practice rooms now in Littlefield could be transferred, and it is my understanding that the carriage house, with a great deal of equipment from Radio/Television that it would be virtually impossible to move, will likely be used for foreign language broadcasts in conjunction with our teaching programs, especially in Germanic Languages.

You will recall that the Board of Regents agreed to sign a twenty-five year lease with the Ex-Students' Association for the Littlefield Home and the carriage house, and I believe the date of occupancy was to be June, 1959. I should be grateful if you will let me know at your convenience whether you will take the present recommendation to the Regents, so that I can in turn inform Mr. Maguire and Dean Doty of the recommendation that will be made.

With all good wishes,

Cordially yours,

  
J. R. Smiley

JRS:pd



THE UNIVERSITY OF TEXAS

AUSTIN 12, TEXAS

COPY

October 3, 1961

SYSTEM OFFICES  
CHANCELLOR

MEMORANDUM

TO: Dr. Ransom  
Dr. Dolley  
~~Mr. Cox~~  
Mr. Landrum  
Dr. Smiley  
Dr. Hackerman

FROM: L. D. Haskew

SUBJECT: Littlefield Home Carriage House

On October 2, I conferred with Mr. Robert F. Schenkkan to confirm my understanding of the possibility of moving Radio/Television out of the Carriage House completely, in view of the discussion before the Board of Regents on September 30.

Mr. Schenkkan tells me that he is working steadily toward making this move, although he has had no directive to do so. He understands, as I do, that this was in the cards from the beginning. His equipment budget request for 1961-62 included some item absolutely necessary for such a move; his printed budget did not provide these funds because they were to be taken care of from a lump sum provided from the Main University. Dr. Hackerman has just notified him of allocation of the remaining amount from lump sum, and equipment orders were being processed on October 2. It will take some considerable time to make the move, because most of the work must be done by his own personnel, but he can make a date of February 1 in all likelihood, and this was the original target date.

LDH:ag

THE UNIVERSITY OF TEXAS  
AUSTIN 12

OFFICE OF THE PRESIDENT  
MAIN UNIVERSITY

October 12, 1961

CHANCELLOR'S OFFICE U. OF T.	
Acknowledged .....	File .....
REC'D OCT 13 1961	
TO .....	FOR INFO AND RETURN
TO .....	PLEASE ADVISE ME
TO .....	PLEASE HAN

Dr. Harry Ransom  
Chancellor  
The University

Dear Chancellor Ransom:

I write to comment on the recent proposal from Dean Doty concerning a drama theatre in the Fine Arts Center. Dean Doty is of course correct in his assumption that I have a deep interest in this matter and will of course do all I can toward its realization. I clearly understand that you and the Development Board will arrive at an agreement on the priority of this venture, and I suspect as you do that the question of priority for this theatre may indeed have a bearing on our decision concerning the future of the Department of Music and the Littlefield Home, which I assume will be discussed at the November meeting of the Board.

*Refer to  
LCW/DH?  
Yes*

Cordially yours,

  
J. R. Smiley

JRS:pd

cc: Mr. James S. Triolo

THE UNIVERSITY OF TEXAS  
AUSTIN 12

OFFICE OF THE PRESIDENT  
MAIN UNIVERSITY

October 12, 1961

CHANCELLOR'S OFFICE U. OF T.	
Acknowledged .....	File .....
REC'D OCT 13 1961	
TO .....	FOR INFO AND RETURN
TO .....	PLEASE ADVISE ME
TO .....	PLEASE HAN...

Dean E. W. Doty  
College of Fine Arts  
The University

Dear Dean Doty:

At its meeting on November 10-11, the Board of Regents is likely to discuss in depth the matter of the Littlefield Home and I write to ask that you bring me up to date from the time of your report in this connection last summer. I should appreciate a brief statement concerning the use by your students and staff of the Littlefield structure this semester and also a numerical report, say for the past five years, of the trends in enrollments in Music. As you know, we are continuing to review the Ten-Year Plan not only in terms of needed buildings, but more significantly in terms of programs, and it is clear in principle that all areas will not find it possible to expand enrollments beyond a given limit. With new buildings for Art and Drama under construction, it is appropriate to assess our present situation in Music and consider its future.

With my thanks and good wishes,

Cordially yours,

Original signed by  
J. R. SMILEY

J. R. Smiley

JRS:bg

cc: Chancellor H. H. Ransom

AMERICAN COUNCIL ON EDUCATION  
1785 MASSACHUSETTS AVENUE  
WASHINGTON 6, D. C.

OFFICE OF THE PRESIDENT

October 19, 1961

CHANCELLOR'S OFFICE U. OF T.

Acknowledged ..... File .....

REC'D OCT 20 1961

TO.....FOR INFO AND RETURN  
TO.....PLEASE ADVISE ME  
TO.....PLEASE HANDLE

Chancellor Harry Ransom  
The University of Texas  
Austin 12, Texas

Dear Harry:

It was good to see you in Washington and I look forward to seeing you in New York this coming week at the meeting of the AAU. I thought we had a good meeting and am glad that you enjoyed it too.

I have dropped Claude Voyles a note and have sent him a book.

Regarding the use of the Littlefield Home by the Ex-Students' Association I think your files reflect just about everything that has taken place in the last few years. There was at no time a written contract signed by both parties. We were on the verge of concluding an agreement in writing when it became clear that we could not very well make other use of the Littlefield Home until some other place was found for the music people. This was, and apparently still is, the main stumbling block. At one point there was a consensus on all sides as to the desirability, if at all possible, of making the Littlefield Home available to the Ex-Students' Association. The Association, the Regents, and the University administration were all virtually of one mind on this, but I do not recall that there was ever any explicit commitment, and hence I do not see how our discussions -- all carried on in good faith -- could be interpreted as a "moral obligation." I thought it was clearly understood that as long as the Music Department had "no other place to go," there would be no possibility of making other utilization of the premises.

At one juncture we had given a good deal of thought to purchasing the Seekatz place but nothing concrete ever came of the matter. When space was

Chancellor Ransom

October 19, 1961

-2-

provided in the basement of the Home Economics Building the Ex-Students' Association was informed, it is true, that this was not regarded as a permanent location for them. Indeed, we were still at that time entertaining hopes that within the near future something else could be done about the Littlefield Home. I wish to emphasize nonetheless that nothing was specified or even implied about when this might come to pass.

I hope that this whole matter can be settled to the satisfaction of everybody concerned.

Sincerely yours,



Logan Wilson

P. S. I shall reply directly to Bill Heath regarding the Arkansas position.

PRESENT USE OF LITTLEFIELD HOME

Dean Doty reports the following use of Littlefield Home for the current semester:

Individual Instruction

Students 226

Instructors 14

Organized Classes

Students 198

Instructors 10

Practice rooms (12) are open and in use 8:00 a.m. until 10:00 p.m. Monday through Friday.

In the basement, in addition to the practice rooms, are a classroom and a studio-office for one staff member. On the first floor, eight staff members are housed, and there is also a classroom. On the second floor, besides a general classroom and a special classroom for piano classes, seventeen staff members are housed.

JRS:mt

November 2, 1961

THE UNIVERSITY OF TEXAS  
AUSTIN 12

BOARD OF REGENTS  
BETTY ANNE THEDFORD, SECRETARY

October 2, 1961

Chairman, Board of Regents  
P. O. Box 92  
El Paso, Texas

Dear Mr. Hardie:

Immediately following the joint meeting on Saturday afternoon, I checked the official records in the Office of the Board of Regents with reference to the Littlefield Home.

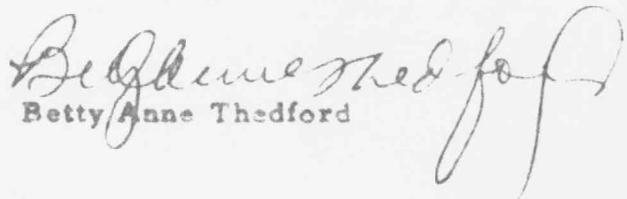
Enclosed is a record of all action of the Board on this subject since 1956. The folder was in the pending file where I keep all unfinished business. Please observe the underscored portion of the last action of the Board.

The pages referred to in the Secretary's files are the ones attached to the letter from Chancellor Wilson to Mr. Sterling Holloway under date of October 27, 1958. This was immediately following the meeting in Houston on October 25. This letter represents the last information received in this office on this subject.

Neither a copy of the lease or agreement has been filed in this office nor has one been submitted to the Chairman of the Board for execution. This serves to explain why the Secretary always includes an excerpt from the Minutes reflecting authorization for the Chairman to sign.

As far as I know, no one understood what was in the offing on Saturday last or I would have had this documentation in your hands at that time.

Sincerely yours,

  
Betty Anne Thedford

T:sn  
Encl.

~~cc:~~ Vice-Chairman Heath  
Chancellor Ransom

Below in chronological order are excerpts from the Minutes of the Board of Regents reflecting all action taken by the Board relating to the Littlefield Home.

Please note the last sentence of the 4th paragraph of the excerpt from the Minutes of October 25, 1958, which reads, "When this Agreement has been consummated, it will be reported in detail in the Minutes." It was never reported to the Secretary that it had been consummated.

The pages referred to in the Secretary's Files, Volume VI, are those attached to the letter to Mr. Sterling Holloway from Dr. Logan Wilson under date of October 27, 1958--a memorandum setting out the Administration's recommendations for a proposed agreement.

#### MAIN UNIVERSITY

SEP 21 1956 **RESTORATION, LITTLEFIELD HOUSE.** --The Board discussed in a general manner the use of the Littlefield House after the ROTC Building is completed. The members took formal notice of a letter from Mrs. Margaret Megarity as to the use of the Littlefield House and expressed its intention to restore this house ultimately and to maintain it from an architectural standpoint in its present condition.

MAR 15 1958 **USE OF LITTLEFIELD HOME.** --President Wilson presented the request of the Executive Committee of The Ex-Students' Association, made through its President, Herman Jones, that the Board of Regents of The University of Texas assign the Littlefield Home, located at 24th and Whitis Avenue, to The Ex-Students' Association for an Alumni House. The Ex-Students' Association in exchange for the assignment of this property proposed:

1. To make it the show place of the University main campus by having it completely refurnished with the guidance of the best interior decorators available, and completely re-landscaped by competent landscape architects;
2. To make it available to the Board of Regents, the Administration, faculty and other University groups for meetings, small luncheons and dinners, teas, etc.;
3. To make available two or three guest rooms on the second floor for the use of important persons visiting the campus and desiring overnight accommodations; and
4. To make the property available for such other uses which the Board of Regents and the Administration deem advisable and desirable.

#### MAIN UNIVERSITY

MAY 30 1958 **FIRST FLOOR, LITTLEFIELD HOME.** --It was moved by Mr. Sorrell, seconded by Mr. Lockwood, and unanimously adopted that the Registrar of the Main University (Chairman of the Committee on the Use of Classroom, Laboratory, and Office Facilities) be requested if it is at all possible and feasible to vacate the first floor of the Littlefield Home in order that The Ex-Students' Association may have use of it by September 1, 1958.

OCT 25 1958

PROPOSED LEASE AGREEMENT BETWEEN THE UNIVERSITY OF TEXAS AND THE EX-STUDENTS' ASSOCIATION OF THE UNIVERSITY OF TEXAS. --At this point Committee Chairman Lockwood pointed out that the proposed Lease Agreement between The University of Texas and The Ex-Students' Association of The University of Texas, as submitted by The Ex-Students' Association, had been referred from the Buildings and Grounds Committee to the Committee of the Whole.

At the Regents' meeting held March 15, 1958, the Board approved the request of The Ex-Students' Association to be assigned the Littlefield Home, located at 24th and Whitis Avenue, "with the understanding that a subsequent proposal with plans will be submitted, and the building will not be available until arrangements can be made to provide space for that portion of the Music Department presently assigned to the Littlefield Home."

It is reported here for the record that it was not possible to vacate the first floor of the Littlefield Home in time for The Ex-Students' Association to move in on September 1, 1958, as requested by the Board at its meeting on May 30, 1958. The Board had requested that it be vacated on September 1, 1958, if possible.

The Buildings and Grounds Committee on October 24, 1958, suggested that in this lease there should be an escape clause whereby at any time, by paying The Ex-Students' Association the amount of their unamortized investment, the University could resume exclusive use of the premises for its purposes.

The Committee of the Whole following the meeting of the Buildings and Grounds Committee, on October 24, 1958, adopted the Administration's recommendations concerning a lease between The University of Texas and The Ex-Students' Association together with the escape clause suggested by the Buildings and Grounds Committee. (A copy of the Administration's recommendations including the escape clause is in the Secretary's Files, Volume VI, Page \_\_\_\_\_.) When this Agreement has been consummated, it will be reported in detail in the Minutes.

Adoption of Report. --Mr. Lockwood moved the adoption of the foregoing report and recommendations contained therein including those concerning the proposed Lease Agreement of the Littlefield Home. Mrs. Devall seconded the motion which was unanimously adopted.

ATTENDANCE. --Mr. Lockwood was excused from the meeting.

THE UNIVERSITY OF TEXAS  
OFFICE OF THE PRESIDENT  
AUSTIN 12

October 27, 1958

Mr. Sterling Holloway  
Route 7, Box 36E  
Austin, Texas

Dear Sterling:

The attached memorandum concerning the Proposed Lease Agreement between The University of Texas and the Ex-Students' Association of The University of Texas was brought to the attention of the Regents at their meeting in Houston the other day and they adopted it, with the provision that in the lease there should be an escape clause whereby at any time, by paying the Ex-Students' Association the amount of their unamortized investment, the University could resume exclusive use of the premises for its purposes. We doubtless will need to confer further about the whole matter.

Sincerely yours,

Logan Wilson

LW k

cc: Mr. Cox  
Mr. Maguire  
Miss Thodford

October 21, 1958

Memorandum

To: Dr. Logan Wilson, President  
Subject: Proposed Lease Agreement between The University  
of Texas and the Ex-Students' Association of The  
University of Texas

The evaluations and proposals set out below are the unanimous recommendation of the following administrative officers: Dr. J. C. Dolley, Mr. Lanier Cox, Mr. C. H. Sparenberg, Mr. Graves Landrum, and Mr. Burnell Waldrep.

This group met and reviewed the lease proposed by the Ex-Students' Association and memoranda written by Mr. Landrum, Mr. Waldrep, and Mr. Sparenberg.

1. The proposed lease covers "all of the East  $\frac{1}{2}$  of Block Number One in the Raymond and Whitis Subdivision of Out Lot 16 Division D." The property thus described includes both the Littlefield Home and the Carriage House north of the main structure. The proposed lease calls for delivery of the premises to the Ex-Students' Association on June 1, 1959, or at least not later than September 1, 1959.

No decision has yet been reached concerning the location of the offices and practice rooms of the Department of Music now housed in the Littlefield Home. During the current semester, it is reported that music students are utilizing some or all of the practice rooms on a 44-hour week basis. The Board, at the March meeting, agreed that the building should not be made available until arrangements could be made to provide space elsewhere for that portion of the Department of Music presently housed in the Littlefield Home.

The problem of moving the facilities of Radio House now occupying the Carriage House is even more difficult. It is the understanding of the conferees that there is an implied commitment to Radio House to the effect that they might occupy their present quarters until such time as permanent facilities for the entire operation are made available.

The final plans for the Union Building remodeling and expansion show space on the third floor, southwest corner, designated for use of the Ex-Students' Association.

Recommendation:

- (a) Dean Doty, Mr. Shipp, Mr. Landrum, and a designated representative of the President should meet as soon

as feasible to consider possibilities for the relocation of the Department of Music facilities now housed in the Littlefield Home and to make recommendations and suggestions to the President. Thereupon, a definite date for delivery of possession to the Ex-Students' Association should be determined.

- (b) Mr. Schenkan, Mr. Shipp, Mr. Landrum, Mr. Sparenberg, Dr. Haske, and a representative of the President should meet as soon as feasible to discuss the possibilities for relocating the activities of Radio/TV now housed in the Carriage House and to make recommendations to the President.
2. The lease agreement submitted by the Ex-Students' Association proposes a base period of 25 years with the right of renewal by the Ex-Students' Association for two additional 25-year periods.

Recommendation: The base period of the lease should be ten years with the right reserved to the Ex-Students' Association to renew for one additional ten-year period.

The recommended period is in line with the lease policy of the Board of Regents and provides a period ample to cover a reasonable amortization of the costs contemplated by the Ex-Students' Association.

3. The proposed lease would grant to the Ex-Students' Association "exclusive possession, control, management and use of the leased premises." This provision is inconsistent with the further provision for housing the offices of the Development Board on the property and would raise considerable question as to the legality of the lease provision requiring the University to furnish all utilities, custodial services and grounds maintenance.

Recommendation: The Ex-Students' Association should be given the primary use of such space not specifically reserved for the operation of University offices or agencies under policies developed by the Secretary of the Ex-Students' Association and the Vice-President and Provost, or his designated representative. In the event of any disagreement as to program or use, such disagreement should be referred to a committee composed of the President of The University of Texas, the President of the Ex-Students' Association, and the Chairman of the Board of Regents of The University of Texas.

4. Under the lease proposal, the consideration to be provided by the Ex-Students' Association is the "renovation, interior remodeling and redecorating" of the buildings on the leased premises and the landscaping and beautifying of the grounds. No minimum sum to be expended is fixed and no time limitation for the substantial completion of the proposed work is provided.

Recommendation:

- (a) A reasonable minimum expenditure agreeable to the Ex-Students' Association should be included in the agreement. Such a provision would be helpful in any justification of the lease which might be necessary to outsiders.
  - (b) A requirement on the part of the Ex-Students' Association to make substantial performance of their obligation within three years from the date they are given possession of the premises should be written into the lease. Not would such a provision be helpful from the University's standpoint, but also it might well be helpful to the Ex-Students' Association in raising the necessary funds.
5. The lease proposes that the University supply, at no cost to the Association, all utilities, custodial services, and grounds maintenance. The estimated annual cost to the University would be approximately \$9-10,000. It is assumed that this obligation of the University would not replace the current cash payment to the Association of \$25,000 a year for services rendered. It should be pointed out, however, that the current costs for utilities and custodial services are a part of the Union Building budget, an auxiliary enterprise. The cost of providing such services for the Littlefield Home would necessarily have to come from general budget funds.

Recommendation:

- (a) Since the Ex-Students' Association under the proposed lease would have the obligation "to maintain in good repair and in good condition such buildings, including walls and roofs thereof, and to keep the same property painted and in good structural condition" it would seem reasonable for the University to assume the cost of furnishing all utilities and one-half of the cost of custodial services and grounds maintenance. This proposal seems equitable in view of the proposed joint occupancy and use of the building.

- (b) All building repairs and other building maintenance should be performed by the University upon request of the Ex-Students' Association and at the expense of the Association. All custodial services and grounds maintenance should be provided by the University on the basis of an annual budget submitted by the Executive Secretary of the Ex-Students' Association and the Vice-President and Provost of the Main University through administrative channels to the Executive Committee of the Ex-Students' Association and the Board of Regents of The University of Texas for approval. The approved budget for these two items would be financed equally by the University and the Ex-Students' Association.
6. The proposed lease provides for approval by the President, or his designated representative, of the basic architectural and landscape designs and plans, but apparently contemplates that this would be the only control or supervision exercised by the University. It has long been the policy of the University that no private individual or organization has the legal right to handle construction work on State-owned or University-owned property, even though the funds involved come from private gifts, and that construction projects on University property should be handled within the rules and regulations of the Board of Regents. The following is in line with established policy:

Recommendation:

- (a) Money raised by the Association for this purpose should be deposited with the University and no contract should be awarded in excess of the amount of funds on hand at the time.
- (b) The Associate Architect who would prepare the working drawings and specifications for the repair, remodeling and structural work on the building would be chosen on the basis of joint recommendations by the Comptroller and the Consulting Architect. Since Brooks, Kuehne, and Barr have been consulted by the Ex-Students' Association, there would be no reason why they should not be designated as the Associate Architects for the project.
- (c) All preliminary plans, working drawings and specifications, and contract awards should have the approval of the Comptroller's Office, the President, the Regents' Buildings and Grounds Committee, and the Board of Regents.

- (d) The appointment and determination of compensation for the landscape architect should also be upon the joint recommendation of the Comptroller and the Consulting Architect. The selection of the interior decorator and his compensation should be left to the determination of the Ex-Students' Association. Plans and specifications, however, by both the landscape architect and the interior decorator should be subject to the usual approval.
- (e) Because the use of this building will be for a limited purpose--primarily that of an alumni house--and also because this is merely a repair and remodeling project, the Faculty Building Committee would not necessarily need to be involved.
7. Despite the possible absence of legal restrictions, the location of the Littlefield Home between the University Methodist Church on the west and University girls' dormitories on the east, would, in our opinion, make it inadvisable to serve alcoholic beverages on the premises. If the success of the contemplated operation of the facility by the Ex-Students' Association is in any way dependent upon the serving of alcoholic beverages, a University policy against such use should be made clear at this time to avoid further involvement.

LC:bh

cc: Mr. Lanier Cox  
Dr. J. C. Dolley  
Mr. Graves Landrum  
Mr. C. H. Sparenberg  
Mr. Burnell Waldrep

Ten Year Plan

STATUS REPORT ON THE TEN YEAR PLAN

October 30, 1961

Adopted September 23-24, 1960, the Ten Year Plan contained many details. The following is a brief overview, not intended as a modification of or a substitute for the Plan itself.

1. Nature of Plan

A guiding strategy, subject to continuous modification. Implemented only as specific action is taken on each building project or budgetary appropriation by the Board of Regents. Contingency allowances are built in; incorporation of features or developments not spelled out is anticipated, by periodic administrative recommendations and Regental action. A "point of departure," not a fixed system. Basically, an attempt to reserve Available Fund expenditures for program development at the Main University. Building list most austere that could be contemplated. Heavy reliance upon private gifts and governmental matching funds for necessary upward thrusts.

2. Elements

- A. Projected Available Fund Income for 1960-61 through 1969-70.
- B. Projected General Revenue Appropriations to the Main University.
- C. Enrollment Predictions, the Main University.
- D. Academic Program Targets and Financial Support, the Main University.
- E. Building Projects and Financial Support, All Component Institutions.
- F. Tentative Allocations of Available Fund Income to D, E, and Contingencies.

Remainder of this report is organized to accord with these elements.

A. Projected Available Fund Income

Table I. Estimated Total UT Shares

<u>Year</u>	<u>Estimated</u>	<u>Realized</u>
1960-61	7,780,000	8,203,152
1961-62	8,296,000	8,576,796 (8-31-61 estimate)
1962-63	8,800,000	
1963-64	9,290,000	
1964-65	9,764,000	
1965-66	10,218,000	
1966-67	10,648,000	
1967-68	11,054,000	
1968-69	11,460,000	
1969-70	11,836,000	

Expenses of administering University lands have been deducted. Although realization exceeded estimate in 1960-61, difference is within 6 per cent; original tolerance figure was 10 per cent. Figures above, on which all Ten Year Plan forecasts are based, do not include any unallocated balance in the Available Fund as of August 31, 1960.

Existing obligations against Available Fund income had to be deducted to reveal estimated amounts usable for the Ten Year Plan. Deductions were: (a) Debt service requirements for 1958, 1959, 1960, and 1961 series Permanent University Bonds for projects prior to Ten Year Plan; (b) "Standard" appropriation to Main University for major repairs and rehabilitation projects; (c) Normal allocations to Central Administration budget. Remainder is "Net" Income usable for Ten Year Plan. Estimates and realizations are set forth in Table II. However, please observe that these figures have reference only to the Ten Year Plan; reconciliation with actual Available Fund cash will be shown later.

Table II. Obligations and Remaining Current Available Fund Resources

<u>Year</u>	<u>Bond Service</u>	<u>Repairs</u>	<u>Cent. Adm.</u>	<u>Net Remaining</u>
1960-61	Estim. \$1,149,625	200,000	150,000	6,280,375
	Realiz. (1,148,522)	(200,000)	(161,329)	(6,693,301)
1961-62	Estim. 1,316,606	250,000	150,000	6,579,394
	Realiz. (1,373,287)	(250,000)	(210,000)	(6,743,609)
1962-63	1,473,410	275,000	150,000	6,901,590
1963-64	1,415,869	300,000	150,000	7,424,131
1964-65	1,478,799	300,000	150,000	7,835,201
1965-66	1,449,053	300,000	150,000	8,318,947
1966-67	1,382,633	300,000	150,000	8,815,337
1967-68	1,467,279	300,000	150,000	9,136,721
1968-69	1,464,580	300,000	150,000	9,545,420
1969-70	835,377	300,000	150,000	10,550,623
<b>T O T A L S</b>	<b>13,433,231</b>	<b>2,825,000</b>	<b>1,500,000</b>	<b>81,387,769</b>

In Table II the "realized" figure for 1961-62 bond service includes only five-eighths of the service costs for the 1961 series; the remainder was for Ten Year Plan projects and is shown in a subsequent Table. Further, excess of this figure over estimate has only slight long-range significance; status of bond market in July 1961 caused early issuance of some bonds originally contemplated for 1962.

In summary, current Available Fund resources applicable to financing the Ten Year Plan are ahead of estimates through 1961-62 by \$577,141.

#### B. Projected General Revenue Appropriations

Applicable projections were made only for the Main University. For 1961-62, the projection (not prediction) used was \$14,720,022; for 1962-63, the same. For 1963-64 and 1964-65, corresponding figure was \$16,240,000; for 1965-66 and 1966-67, it was \$17,976,000. For 1961-62, the realization was \$13,206,888 (below projection by \$1,513,134) and for 1962-63, \$13,805,579 (below projection by \$914,443).

Since the Ten Year Plan was aimed at strengthening program above levels obtainable with General Revenue appropriations, outcome from the 57th Legislature meant that: (a) Available Fund strengthening had to begin at a lower level in 1961-62 and end up below Ten Year Plan targets, or (b) the gap in appropriations had to be made up. As presented, the Ten Year Plan left open several alternatives for bridging such a gap should it occur, and also left open the possibility that it might be wise not to bridge it. As will be seen later, the gap was not bridged and the resulting levels of attainment are correspondingly below those hoped for.

At the present time, there is little to indicate that General Revenue support for the remainder of the period of the Ten Year Plan can come nearer to projections, proportionally, than it did in 1961-62. The level envisioned for 1969-70 for the Main University program will have to be lowered or additional support will have to be found. And, the original level was considerably short of competitive eminence.

#### C. Enrollment Predictions, The Main University

All tentative allocations of Available Fund and other supplementary (e.g. gifts and grants) expenditures were based upon a supposition that the Main University enrollment would be approximately 22,500 in 1964-65, and that it should not exceed 24,000 in 1969-70. This latter supposition was to be re-examined prior to 1964-65 in the light of developments affecting enrollment policy. To implement these policies, target was to have a freshman enrollment in 1961-62 approximating that for Fall, 1960. This figure was 3,180. In 1961, it is 3,056. In the Plan materials, projected total enrollment for 1961-62 was 20,500. It is 20,396.

Enrollments at Texas Western affect the building portion of the Ten Year Plan. In 1961-62, the enrollment there is 5 per cent above projections. It is too early to assess eventual impact upon building program, but modifications could become necessary.

D. Academic Program Targets and  
Financial Support, The Main University

It should be emphasized that (1) academic program improvement was placed first in the Ten Year Plan, and (2) that such improvement had to be budgeted within funds conceivably available for expenditure. From the outset, it was clear that fund limitations precluded a comprehensive master plan for inevitable achievement of eminence. What was finally budgeted were some specific items of progress; envisioned was attraction of additional income to build real upward thrust upon a foundation laid by the Ten Year Plan.

Starting point for the budgeting of progress was the level of operation possible with General Revenue appropriations of the size projected. To these appropriated funds would be added certain amounts from the Available Fund to achieve progress in a highly selected list of priority items. Even then, it was found necessary to add new gift and grant funds in significant amounts to make acceptable progress. For the first four years, objects were made quite specific, but with the oral proviso that the list and allotments might need considerable modification. After the fourth year, allotments were to broader categories.

The specific objects for 1961-62 through 1964-65 were:

1. General College Services:  
Added business, etc., personnel not covered by formula
2. General Institutional Expense:  
Public lectures, consultants, faculty planning sessions, etc.
3. Resident Instruction:
  - (a) To set and maintain average UT salaries at mid-point among AAU State Universities
  - (b) Additional positions (above formula) to maintain desirable faculty-student ratio
  - (c) Additional positions for Assistant Professors
  - (d) Visiting professors; recruitment supplements for distinguished faculty; supplements for our own distinguished faculty
  - (e) Permanent instructors to replace teaching assistants
  - (f) Salary supplements, selected teaching assistants and supervisors
  - (g) Special salary recognition for outstanding teaching performance
  - (h) Supplements for departmental maintenance and operation allowances
  - (i) Merit supplements for Deans and Assistant Deans
5. Libraries:  
Supplement for personnel and standard acquisitions
6. Organized Research:  
Basic organizations for bureaus, institutes, etc.
7. Extension and Public Service:  
"Starter" support for new areas
20. Separate "Excellence Fund":
  - (a) Service centers (e.g. computation)
  - (b) Divisional and departmental programs
  - (c) Individual faculty research and teaching improvement assignments
  - (d) Fellowships and other work stipends
  - (e) Publications
  - (f) Library collections
  - (g) Other research expenses
  - (h) Miscellaneous
 (New gifts and grants)

The largest 1961-62 allocations were for salary-scale improvement (\$1,200,000), additional positions (\$270,000), libraries (\$180,000), a separate Excellence Fund (\$1480,000). Total "progress" allocations by years are set forth in Table III.

Table III. Program Progress Allocations

<u>Year</u>	<u>From Available Fund Cash</u>	<u>From New Gifts and Grants</u>
1961-62	\$ 3,910,000*	\$ 300,000
1962-63	4,530,000	525,000
1963-64	5,150,000	925,000
1964-65	5,415,000	950,000
1965-66	5,600,000	(1,000,000)
1966-67	6,000,000	(1,250,000)
1967-68	6,500,000	(1,250,000)
1968-69	7,000,000	(1,500,000)
1969-70	7,500,000	(1,500,000)

\*The total Available Fund appropriation to the Main University operating budget is \$4,075,000 for 1961-62. (This includes \$125,000 for the University Research Institute appropriated at the September Board of Regents' meeting.) It will be recalled that this total is some \$225,000 below the amount authorized in August by the Regents for writing the 1961-62 operating budget since it was unwise to attempt re-constitution of the total faculty salary structure at that time. This illustrates the necessity of having considerable time to plan for optimum expenditure of such Available Fund cash as is to be made available for program progress.

The program-progress objects listed above are all receiving some support from Ten Year Plan allocations in 1961-62. Chancellor Ransom will report in some detail on success in recruiting assistant professors and in strengthening the personnel used in classroom teaching. However, the levels obtained in all categories are decidedly below those hoped for, due to the gap in General Revenue appropriations. Actually, more than the \$1,200,000 planned is being used to raise salary levels -- obtained by "savings" on other objects -- but we shall wind up with very modest improvement of our competitive salary position. New positions were cut back drastically and some will simply have to be added in the second year of the biennium. The Regents are familiar with the budgeted expenditure of \$1,500,000 for Excellence Fund objects. It is clear that this represents only a modest share of legitimate demands. The administration, however, has some doubt that the separate Excellence Fund in the future should go beyond \$1,000,000 to \$1,500,000 each year, being reserved chiefly for one-time starter efforts. Many present Excellence Fund objects should, it appears, be transferred to the normal operating budget.

It was never thought, of course, that the Ten Year Plan guaranteed the program progress which the Main University should make. The ceiling upon usable funds always existed. This ceiling meant that the use of Ten Year Plan funds had to be highly selective. In turn, selectivity implied high flexibility in assigning priority -- almost year by year -- among objects. For these reasons, recommendations of your administration for 1962-63 may involve some departures from tentative allocations in the Plan.

Gifts and Grants. For clarity, it should be emphasized that the gifts and grants income listed for program-progress purposes in the Ten Year Plan are highly specialized in character. The targets here are not met by a total volume of gifts and/or grants, but by new income which can be used for the purposes listed.

Many fine advancements in the University's program are being accounted for by "outside" funds, but the Ten Year Plan question is whether such funds are supporting the particular objects envisioned. To date, governmental grants for Ten Year Plan program objects are coming up to expectations. Private gifts are not. Yet, organized effort to secure private gifts seems now to be getting under way. The \$300,000 target set for 1961-62 and the \$525,000 target for 1962-63 have not been budgeted against, of course, and that is one reason why Excellence Fund objects are lagging behind in realization. The Development Board will need vigorous help if this lag is overcome.

#### E. Building Projects, All Component Institutions

Many building projects were under way at the time the Ten Year Plan was adopted. Funds for completing those projects were subtracted from income usable for the Ten Year Plan. Then, to arrive at the total amount usable for buildings, the program-progress allocations described in Section D and annual contingency allowances of \$500,000 were subtracted from the unobligated estimated current Available Fund income, 1960-61 through 1969-70.

Obviously, this ceiling can be raised or lowered by reducing Main University program-progress tentative allocations, or over-realization on current income estimates, or cost-variations from estimates used for individual projects. The ceiling arrived at by this procedure was \$20,049,000.

Some of the desired projects can be funded only with Available Fund cash and, in general, it is cheaper to build with cash than with bonds. As finally presented, the Ten Year Plan for Buildings and Equipment projected expenditures 1960-61 through 1969-70 of \$9,625,000 for cash-payment items and \$10,424,000 for debt service on Permanent Fund Bonds issued to pay for other items. This latter figure, it was estimated, would permit the issuance of \$20,200,000 in bonds. Total building-equipment program from the Available Fund under these suppositions, therefore, would be \$29,825,000.

At the time the building-equipment plan was prepared, there were before Central Administration recommendations from building committees and administrators at the component institutions totaling more than \$110,000,000 for projects. Most of these could be justified as desirable. With only \$29,825,000 in sight -- unless program-progress at Main University was to be cut -- drastic limitations were necessary. Even then, absolutely essential projects could not be covered by Available Fund allocations. Considerable reliance had to be placed upon grants and gifts. Dormitory projects were to be financed completely by revenue bonds. Total resulting program was \$72,000,000 exclusive of revenue-bond projects (\$8,500,000).

Specific projects with tentative beginning dates were listed for each component institution. In the case of Main University particularly, it must be emphasized that priorities accorded to certain projects were often hair-splitting choices between highly necessary undertakings, and it was predicted that changes might prove desirable. Based upon these lists, Permanent Fund Bond issues were predicted as follows:

1961	\$ 4,000,000 (\$3,000,000 actually issued for the 10 Year Plan)
1962	\$ 6,000,000 (\$5,000,000 now estimated for the 10 Year Plan)
1963	\$ 3,500,000
1964	\$ 2,000,000
1965	\$ 2,500,000
1966	\$ 2,700,000
1967	\$ 0.
1968	\$ 500,000

This schedule was deliberately accelerated in year estimates as an additional safety factor.

Resulting "calls" upon the Available Fund for Ten Year Plan building-equipment projects, all component institutions, both direct-cost and debt service are set forth in Table IV.

Table IV. Estimated Building-Equipment Calls on Available Fund "Remaining" Income

<u>Year</u>	<u>Debt Service</u>	<u>Direct-Cash</u>	<u>Totals</u>
1960-61	0	1,930,000	1,930,000
actual	0	(1,427,500)	(1,427,500)
1961-62	288,000	1,375,000	1,663,000
revised est.	(164,227)	(980,000)	(1,144,227)
1962-63	720,000	1,670,000	2,390,000
revised est.	(450,000)		
1963-64	972,000	1,690,000	2,662,000
1964-65	1,116,000	1,000,000	2,116,000
1965-66	1,296,000	980,000	2,276,000
1966-67	1,490,000	580,000	2,070,000
1967-68	1,490,000	200,000	1,690,000
1968-69	1,526,000	100,000	1,626,000
1969-70	1,526,000	100,000	1,626,000

The reported variations from estimates are in time only; totals have been affected only slightly.

Project Status. There follows a recital of current status of each tentatively approved project, by component institution.

#### MAIN UNIVERSITY

A. Law School Addition. Scheduled 1960 authorization was met; estimated cost \$1,500,000. Preliminaries approved; final plans and specifications due December or February. Instructions to architects to stay within \$1,500,000.

B. Gregory Gymnasium Addition. Scheduled 1960 authorization was met; estimated cost \$1,600,000. Final plans and specifications should be ready for December or February. Size increase authorized by Board of Regents and cost estimate increased to \$1,750,000.

C1 and C2. Laboratory Building for Engineering, Defense Research Laboratories, and Nuclear Physics. Authorized on schedule (September, 1960); estimated cost \$4,000,000; associate architects now preparing final plans and specifications within that limit. February or April target for bids. (See also Item Q below.)

C3. Tandem Particle Accelerator and Related Equipment. Contract let Fall 1960 as scheduled. Estimate was \$1,800,000; contract was same. Fair rate of progress on contract reported.

D. Modernization and Remodeling of Existing Buildings. Estimated cost, \$2,500,000 over 8 years. Appropriation of \$1,227,500 made to cover 8 projects. Two projects scheduled for authorization 1960-61 (Waggener and Garrison) not yet to stage of final plans, but should be by December 1.

E. Power Generation Equipment. Authorization scheduled for 1960-61; not yet requested. Expect to do so by December or February, by requesting authority to place orders. Estimate was \$1,500,000.

F. Biology (General Purpose) Addition. This was to go directly north of Main Building, and be authorized in 1961-62. Cost estimate, \$1,100,000. To be named for Will C. Hogg. Progress on Academic Center is behind original schedule; now clear that Biology Addition building could not be started before Fall, 1963 because of lack of room for contractor. In meantime, additional reasons for consideration of a new structure for Geology have arisen, and Main University Faculty Building Committee is examining alternatives. Geology Building was originally listed, but to come from gifts; building location on Master Plan is on East Mall, west of Drama Building. If this building were constructed, present Geology Building would serve purposes envisioned for Biology (General Purposes) Addition. However, new Geology building would cost \$2,250,000, probably, since site should be exploited fully.

G. Utilities Distribution Systems. Estimated at \$750,000 in three installments; first at \$250,000 to be submitted for authorization in 1961-62. \$200,000 was appropriated May, 1961, but only for utilities connections to new Engineering-Science Building.

H. Records Storage Warehouse. \$250,000 estimate. Site not specified. Scheduled for 1962-63 construction; probably should be advanced. Recommendation soon.

I. Physical Plant Storage Warehouse. \$250,000 estimate. Site not specified. Scheduled for 1963-64.

J. Teaching Laboratory for Home Economics (Nursery School). \$50,000 estimate; 1960-61 beginning date. Nothing done about this, since new Women's Dormitory not authorized and only reason for item is to clear ground space for women's housing.

K. Clearing and Leveling Archway Property. \$50,000. 1961-62 start. No appropriation requested.

L. Band Hall. A "matching" project, with \$125,000 from Available Fund sources, \$125,000 or more from gifts. 1962-63 target date. No leads on gift yet.

M. South Mall Office-Classroom Building. Estimated at \$1,250,000, authorization target 1963-64.

N. Continuation Center. Estimated at \$600,000; 1962-63 hoped-for date, which depends upon when move of Defense Research Labs into Item C1 can be anticipated. Still a high-priority item in administration and faculty circles.

O. Addition to Water Chilling Station. \$400,000 in 1965-66.

P. Up-Dating Teaching Equipment and Classroom Furnishings. \$1,500,000, 1961-68. For 1961-62, appropriation of \$350,000 has been made.

W. Coliseum-Field House. Placed on list for further exploration as to cost, financing, feasibility. "Regents favorably disposed toward defraying part of cost from Available Fund sources if general-purposes utility can be demonstrated and funds are available. Dr. Ransom and committee to explore and report." Exploration has taken several directions. Currently, possibilities of Civil Defense funds are being pushed, with definitive outcome probably by mid-spring.

Q. Lump-Sum Allocation for Matching on these Projects:

1. Engineering-Science II	\$ 3,800,000
2. Engineering-Science III	2,800,000
3. Addition to Chemistry Building	1,350,000
4. Division of Extension Building.	1,000,000
5. Addition to Experimental Science Building	1,600,000
6. Research Equipment	2,500,000
7. Library Collections	<u>2,500,000</u>

Total \$15,550,000

Tentative allocation from Available Fund sources for matching purposes was \$4,600,000. Target dates, 1961-68. Appropriation of \$600,000 made for computer to match \$400,000 grant. Conditional appropriation of \$800,000 made by Regents for Engineering-Science Research Equipment, to be reduced by grants received. Formal notice of a \$200,000 grant from National Science Foundation has been received; another for \$300,000 appears certain; one or two others in prospect. Search for other matching funds is proceeding vigorously among Federal agencies, and Development Board is ready to move in this area also.

R. Student Housing (from Revenue Bonds). Three projects: Women's Dormitory (\$3,000,000); Men's Dormitory (\$3,250,000); Apartments for Married Students, (\$1,400,000). Tentative requests to HHFA for loans on all three were submitted. Apartments loan chosen by Regents, application approved, and final plans now authorized. This de-activated request for other two loans, and no steps have been taken to renew either.

S. Other Projects. Deemed essential, but slated to be financed from gifts entirely. Any of these could be interchanged with previously listed items if outside funds become available for those on Available Fund sources list.

1. Geology Building	\$2,250,000
2. Drama Theater	1,500,000
3. Addition to Music	1,300,000

4. Administration Building	\$ 500,000
5. Museum Additions	?
6. Further Library Collections	?
7. Co-Op Houses	1,000,000
8. Television Antenna Tower	200,000

This completes the project list for Main University. However, Regents requested a plan for the East Mall development. This was submitted, with cost estimate of \$300,000. No action. Also, administration was requested to devote further study to Little Campus utilization. No recommendations are ready.

Chancellor Ransom has requested review of total Plan by Main University Faculty Building Committee, to up-date and propose modifications deemed necessary to meet current considerations. The Geology matter is one pressing item. Foreign Languages are vigorous in presentation of space needs. If Music faculty and studios are moved from Littlefield Home an immediate emergency will develop. Particularly acute is mounting pressure from the expanding natural science areas. These and other matters are scheduled for intensive study, and recommendations emerging will be presented to the Regents before the end of the year. In the meantime, space needs are reasonably well met with existing facilities and those under construction, and degree of utilization is even higher this fall than when the space utilization study was made in 1959-60.

#### MEDICAL BRANCH

Provide \$3,700,000 in Permanent University Fund Bond proceeds plus \$1,200,000 in direct cash from Available Fund toward following projects, remainder to come from gifts and grants. No time schedule established.

A. Outpatient-Clinical Diagnosis Unit. Estimated at \$4,680,000. In stage of final plans for part of this; matching funds from National Institutes of Health being sought for remainder; outlook favorable.

B. Basic Science-Administration Unit. Estimated at \$4,800,000. Cultivation preliminary to grant requests in progress.

C. Laundry Addition. \$135,000. Not contemplated immediately.

D. Further Remodeling of Keiller Building. \$550,000 estimated. Not yet ready for concrete recommendation.

E. Addition to Central Water Chilling. \$500,000. Needed only when Item B is completed.

F. Other Remodeling and Demolition. \$1,000,000 over 6 to 8 years. No appropriation requested.

G. Equipment. \$1,500,000. For Items A and B primarily. No appropriation requested.

SOUTHWESTERN MEDICAL SCHOOL

Provide \$1,000,000 from Permanent University Fund Bond proceeds to apply toward the following projects, remainder to come from gifts and grants.

- A. Research Laboratories Building and Equipment. Estimated at \$2,850,000. This is Dan Danciger Research Building, toward which gifts of \$1,000,000 have been pledged and for which application for \$1,000,000 in Institutes of Health matching funds has unfunded approval. Equipment remains to be provided for, on matching-grant basis preferably.
- B. Radiation Laboratory. \$250,000. Plans have not been started.
- C. Library Unit. \$600,000. Gift prospects being cultivated.
- D. Animal Building. \$450,000. No immediate plans.
- E. Auditorium and Continuation Unit. \$1,000,000. No immediate plans.
- F. Student Recreation Center. \$250,000. Preliminary plans authorized; all gift funds.
- G. Central Heating and Chilling Station. Cost included in items above. Exploratory studies under way.

Although the Salmon Plan was adopted "in principle" for site development, it is an insufficient guide for building location. Consulting Architects are now working with the dean and faculty at Southwestern Medical School and with Mr. Sparenberg and Mr. Haskeew to formulate a more definitive, schematic layout for presentation to the Board of Regents.

TEXAS WESTERN COLLEGE

By 1965, an addition to classroom-laboratory-office space to cost approximately \$1,000,000 from Permanent University Fund Bonds. Enrollment developments will be studied carefully to be certain this is adequate.

M. D. ANDERSON

Three projects, to be financed entirely with gift and grant funds, were authorized, with estimated cost of \$5,344,000. Applications for Federal grants have been filed and outlook is encouraging. Gift funds to use in matching not yet complete, but progress has been made. Under serious consideration is a modification in design which would substitute one addition to the present building for the three separate projects originally submitted.

DENTAL BRANCH

Completion of basement space and other minor additions were authorized, with funds from balances in operating budgets. No work started.

Note. Only Main University and Southwestern Medical School have formalized plans for program progress approved by the Board of Regents. Would it be desirable to prepare for consideration plans dealing with program development at each of the other component institutions?

Note also that all projections in the present Ten Year Plan were made without reference to the establishment of the South Texas Medical School as a component institution.

F. Tentative Allocations of Current Available Fund Income

In re-capitulation of the financial aspects of the Ten Year Plan, Table V presents the tentative distribution of estimated Available Fund current income.

Table V. Plan for Utilizing Available Fund Income

- Column 1 - Estimated "Unobligated" Income (includes unallocated amount from previous year, except for 1960-61).  
 Column 2 - Cash Reserve for Contingencies (this is not carried forward as unallocated surplus).  
 Column 3 - Program-Progress, Main University  
 Column 4 - Building-Equipment Program  
 Column 5 - Unallocated (Column 1 minus columns 2, 3, 4).

Figures in parentheses are realizations to date.

<u>Year</u>	<u>1.</u>	<u>2.</u>	<u>3.</u>	<u>4.</u>	<u>5.</u>
1960-61	\$ 6,280,375 (6,693,301)	0	2,978,000 (2,978,000)	1,930,000 (1,427,500)	1,372,375 (2,287,801)
1961-62	7,951,769 (8,528,910)	500,000	3,910,000 (4,075,000)	1,663,000 (1,144,227)	1,878,679 (2,809,683)
1962-63	8,780,269	500,000	4,530,000	2,390,000	1,360,269
1963-64	8,784,400	500,000	5,150,000	2,662,000	472,400
1964-65	8,307,601	500,000	5,415,000	2,116,000	276,201
1965-66	8,595,548	500,000	5,600,000	2,276,000	219,548
1966-67	9,034,885	500,000	6,000,000	2,070,000	464,885
1967-68	9,601,606	500,000	6,500,000	1,690,000	911,606
1968-69	10,457,026	500,000	7,000,000	1,626,000	1,331,026
1969-70	11,881,649	500,000	7,500,000	1,626,000	2,255,649

Reconciliation with Financial Statements on Available Fund. Ten Year Plan categories are not employed in accounting for the Available Fund. In accounting, the total Available Fund has to be treated as one corpus. From it, appropriations are made by the Board of Regents from time to time to various accounts and actual expenditures are made from those accounts. Thus an appropriation is made to a Debt Service account and all debt services (pre-Plan as well as post-Plan) are paid from that account. Balances eventuating in appropriation accounts (e.g. for a specific building) are returned when the project account is closed out. In continuous accounts, annual balances are carried forward, or returned, by budgetary action. An appropriation made to cover all of a three-year building project may remain wholly or partially unexpended for a considerable period of time; during this period it does not show in "Available Fund Unappropriated Balance" even though it is cash on hand. Note that none of the amounts carried as allocations in the Ten Year Plan are encumbrances of the Available Fund until the Regents make actual appropriations therefor (or authorize PUF bonds).

For many years, the initial annual budget for the Available Fund has carried an appropriation of a certain amount for "New Construction Projects." This amount is then removed from Unappropriated Balance and placed in an allotment account. When specific projects are approved, the Regents authorize transfers from the allotment account to project accounts. The "New Construction Projects" account usually proves to be considerably larger than required, and hence transfers from it can be made to other accounts.

Table VI. Reconciliation With Available Fund Report

<u>Item</u>	<u>Amounts</u>	<u>Balances</u>
1. <u>AF Report</u> : Unappropriated Balance 8-31-61, <u>Ten Year Plan</u> : Undistributed 1960-61	\$ 1,354,363 <u>1,372,375</u>	\$ - 18,012
2. <u>AF Report</u> : Est. Net Income, 1961-62 <u>Ten Year Plan</u> : Est. Total UT Share	8,576,796 <u>8,296,000</u>	+ 280,796
3. <u>AF Report</u> : Unobligated 1960-61 new construction allotment account <u>Ten Year Plan</u> : (nothing corresponding)	1,407,600 <u>0</u>	+ 1,407,600
<b>EXCESS, Cash Assets Over 10 Year Estimates</b>		<u>+ 1,678,384</u>
4. <u>AF Report</u> : Appropriations for Debt Service <u>Ten Year Plan</u> : Pre-Plan Projects Debt Service Plan Projects Debt Service "Postponed" Bonds Reserve	1,536,179 1,373,287 164,227 <u>123,773</u>	- 125,108
5. <u>AF Report</u> : Approp. to Central Admin. <u>Ten Year Plan</u> : Est. Obligation Cent. Admin.	210,000 <u>150,000</u>	- 60,000
6. <u>AF Report</u> : Approp. Main Univ. Operating <u>Ten Year Plan</u> : Alloc. to Program Progress	4,075,000 <u>3,910,000</u>	- 165,000
7. <u>AF Report</u> : Approp. Main Univ. Repair, etc. <u>Ten Year Plan</u> : Est. Obligation for same	250,000 <u>250,000</u>	0
8. <u>AF Report</u> : Repair Carla Damage	150,000	- 150,000
9. <u>AF Report</u> : New Construction 1961-62 allotment <u>Ten Year Plan</u> : Direct-cash requirements esti- mated (\$1,375,000 less \$350,000 already appropriated)	3,150,000 <u>1,025,000</u>	+ 2,125,000
10. <u>Ten Year Plan</u> : Contingency Reserve		- 500,000
11. <u>AF Report</u> : Unappropriated Balance 8-31-62		+ 210,080
12. Excess of AF Appropriations and Balances over Ten Year Plan Requirements		<u>\$ 1,116,892</u>
13. Approximate Amount of Current (10-1-61) Cash Resources of Available Fund in Excess of Appropriations and Ten Year Plan "Obligations" for 1961-62		\$ 2,795,276

Schedule Indicating Available Fund Money Which  
Could be Appropriated to Specific Projects During  
1961-62

## Funds available for 1961-62

Unappropriated balance 8-31-61	\$ 1,354,463	
Estimated net income for 1961-62	<u>8,576,796</u>	
Total funds available		\$ 9,931,259

## Appropriations approved to 10-1-61

Debt service	1,536,179	
Central Administration	210,000	
Main University	2,450,000	
Major repair and remodeling	250,000	
Excellence program	1,500,000	
New construction (allotment account)	3,500,000	
Repair Carla storm damage	150,000	
University Research Institute	<u>125,000</u>	
Total appropriations		\$ 9,721,179

## Unappropriated balance 8-31-62

\$ 210,080

## Funds now (11-10-61) available for specific projects

Estimated unappropriated balance 8-31-62	210,080	
New construction allotment account for 1960-61	1,407,600	
New construction allotment account for 1961-62	<u>3,150,000</u>	
Total		4,767,680

J.C.D.

10-12-61

THE UNIVERSITY OF TEXAS  
BOARD OF REGENTS  
Austin 12, Texas

October 31, 1961

M E M O R A N D U M

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Mr. French Robertson

Gentlemen:

In order that you may easily pinpoint items and policies reported in the Chancellor's docket, an outline of the docket for the November 1961 meeting is set out below. Your attention is directed particularly to the items in all CAPS.

This is the first docket of 1961-62 that has reflected amendments to the 1961-62 Budget.

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I. <u>Central Administration</u>	
A. Amendments to 1961-62 Budget (1)	
Unfilled Position, University Development Board	1
B. VARNER PROPERTIES: Appointment of Assistant Maintenance Engineer	1
C. Texas Western College: Appointment of Clerk-of-the-Works for Classroom-Office Building	1
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Corpus Christi	Houston
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E. Report of Income, John Q. Gaines Foundation for Cancer Research	2
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G. Appropriation from Etter Fund, \$250 to Dr. J. R. Smiley (to complete record on additional compensation prior to providing house)	3
H. Appropriation from CAMPUS SERVICES, INC., \$500 for Trailer for Bevo	3
I. Reappropriations and Lapses of Plant Funds Unexpended Balances at August 31, 1961	3
II. <u>Main University (M-1 through M-51)</u>	
A. AMENDMENTS to the 1961-62 Budget ALL FIGURES ARE APPROXIMATE	
1. Academic Personnel (Other than Government and Miscellaneous Sponsored Areas)	1-15
a. Resignations (12), only 1 tenure position and 1 death--money involved APPROXIMATELY \$60,000	
b. New Appointments (26), some part-time; only 2 or 3 tenure positions--money involved APPROXIMATELY \$113,000 from Unused Salaries	
c. Salary INCREASES (8) ranging from \$200 to \$500 annually. Items 5, 6, 18, and 41 (Increases for the year, \$1,000 or more)	
d. Teaching Assistants or Lecturers (28), most of them are part time--money involved APPROXIMATELY \$40,000.	
e. Leaves of Absence or Changes in Time Element (17)--money released APPROXIMATELY \$60,000	
f. New Positions (14), some part-time--APPROXIMATELY \$34,000 from Unallocated Salaries	
2. Academic Personnel, Miscellaneous Sponsored Area and Government Sponsored Research (I understand these to be chiefly those people operating under the new Overtime rule.)	15-21
3. Classified Personnel	21-30
Salary Increases 171, 175, 187, 191, 192, 193.	
B. Budget Errata	30
C. AMENDMENTS TO 1960-61 BUDGET, with the exception of Item 6 all are summer appointments	31-35

	<u>Page No.</u>
D. Reappropriation of Balances	35
E. Report of Credits for Sales	35-36
F. Gifts and Grants	37-42
G. Government Research Contracts (30) Totaling Approximately ; however, \$130,000 covers a period of from 2-3 years.	43-46
<p style="margin-left: 40px;">15 original contracts 15 modifications Contracts are in the following fields:</p> <ul style="list-style-type: none"> <li>4 Air Force (Modifications)</li> <li>1 Army (New)</li> <li>6 Navy</li> <li>3 Atomic Energy Commission</li> <li>7 National Science Foundation</li> <li>8 Public Health Service</li> <li>1 Department of Interior</li> </ul>	
<p>ITEMS 2, 6, 10, 12, 14, 29, and 30 CON- TAIN THE NEW NONDISCRIMINATION EMPLOYMENT CLAUSE.</p>	
H. MISCELLANEOUS CONTRACTS (7)	47
I. Use of Textbooks Written by Faculty Members (9) Royalty: Ranges from no royalty to author to 15% (All Engineering except one.)	48
J. Outside Employment (11), ITEM 1	48
K. Travel with Expenses Paid from Other Than Travel Funds (Travel expenses paid from accounts that do not include "travel" must be reported to the Board.)	49
L. EXCEPTION TO NEPOTISM RULE	50
M. FACULTY LEGISLATION	50
III. <u>Texas Western College (W-1 through W-11)</u>	
A. AMENDMENTS TO 1961-62 BUDGET	1-7
B. Pay Station Telephone Service	8
C. Gifts Totaling APPROXIMATELY \$7,900 (20) (All except three donors are from El Paso, Texas.)	8-10
D. GOVERNMENT CONTRACTS (9)	10
<p style="margin-left: 40px;">1 original and 2 modifications, Peace Corps 1 original and 5 modifications</p>	
<p>ITEM 4 CONTAINS THE NEW NONDISCRIMINA- TION EMPLOYMENT CLAUSE. AS DOES ITEM 5.</p>	

IV. <u>Medical Branch</u> (G-1 through G-14)	
A. AMENDMENTS TO 1961-62 BUDGET ITEM 15, Gordon C. Mills reported in Executive Committee. Salary Increases (12) ITEMS 3 and 4	1-10
B. Government Contracts and Grants (16) APPROXI- MATELY \$225,000	11
2 new contracts 14 modifications and/or extensions of time	
C. Three Interagency Contracts and Contract with City of Galveston	12
D. Gifts and Grants (Non-Governmental) (11)	13
V. <u>Dental Branch</u> (D-1 through D-5)	
A. Amendment to 1960-61 Budget	1
B. AMENDMENTS TO 1961-62 BUDGET (26) No Salary Increases, 5 Resignations.	1-3
C. Faculty without Salary	4
D. Government Grants (2) Totaling APPROXIMATELY \$14,000 (Both are Modifications, One Correction.)	4
E. VENDING MACHINE Contract	5
VI. <u>M. D. Anderson Hospital and Tumor Institute</u> (A-1 through A-10)	
A. AMENDMENTS TO 1961-62 BUDGET (59) Salary Increases (20) ITEMS 1, 2, and 3	1-6
B. Amendment to 1960-61 Budget	7
C. Interagency Contracts with Dental Branch	9
D. WAIVER of Nepotism (1)	9
E. Government Contracts and Grants (2) Totaling APPROXIMATELY \$21,000	9
2 modifications 1 correction	
F. Contract (One from American Cancer Society, \$5,000)	10
G. Gifts (3) Totaling APPROXIMATELY \$1,000, plus 33 Shares of National Old Line Insurance Stock	10

VII. Southwestern Medical School (S-1 through S-12)

- |  |      |
|--|------|
| A. AMENDMENTS TO 1961-62 BUDGET (75)<br>Salary Increases (21) ranging from \$200 per<br>annum to \$950. Appointments (31) most of<br>these are Fellows. No major appointments. | 1-7  |
| B. Clinical Appointments 1961-62 - without salary  | 8    |
| C. Appointment of Fellows - without salary   | 8    |
| D. Visiting Lecturers 1961-62 (\$1,600)  | 8    |
| E. Docket Errata (1)   | 9    |
| F. Gifts of More Than \$100 (2) Totaling \$2,225   | 9    |
| G. Government Contracts and Grants (10) Totaling<br>APPROXIMATELY \$110,000. ITEM 6 CONTAINS<br>NONDISCRIMINATION CLAUSE.<br>7 modifications<br>3 new contracts                | 9-10 |
| H. Grants (Non-Government) (5) APPROXIMATELY<br>\$45,000   | 11   |
| I. Interagency Contracts (8)   | 11   |
| J. Grant Refund - APPROXIMATELY \$4,000  | 12   |

ITEMS 21 and 22 are the only new donors.

VIII. Postgraduate School of Medicine. -- Doctor Taylor stated that  
he had no items to submit at the November meeting.

Sincerely yours,

  
Betty Anne Thedford

T:sn

cc: Chancellor Harry H. Ransom  
Vice-Chancellor Lanier Cox  
Vice-Chancellor James C. Dolley  
Vice-Chancellor L. D. Haskew

THE UNIVERSITY OF TEXAS  
BOARD OF REGENTS  
Austin 12, Texas

November 1, 1961

M E M O R A N D U M

To: Mr. Thornton Hardie,  
Chairman  
Mr. W. W. Heath,  
Vice-Chairman  
Mr. Walter P. Brennan  
Mr. J. P. Bryan  
H. F. Connally, Jr., M. D.  
Mr. Wales H. Madden, Jr.  
Mr. A. G. McNeese, Jr.  
Mr. John S. Redditt  
Mr. French M. Robertson

From: Betty Anne Thedford

Subject: Government Contracts Containing the New Nondiscrimination in  
Employment Clause

You will recall that at the September meeting of the Board all contracts containing the new nondiscrimination in employment clause that were reported in the docket were held in abeyance; and a special committee composed of Messrs. Cox, Sparenberg, and Waldrep was appointed to make recommendation to the Board concerning these contracts. The report of this committee (Item II. K) is enclosed. However, I am advised by Mr. Cox that "although the new nondiscrimination clause is in the contracts, it is inoperative in all contracts that have been submitted prior to this meeting or in the present docket because no subcontracts were contemplated and none have been made."

In the September docket the following contracts were held in abeyance:

Main University: Items 3, 4, and 5 on Page M-38; Items 8 and 12 on Page M-39; Items 40, 41, 43, and 45 on Page M-43.

Texas Western College: Item 2, Page W-11.

M. D. Anderson Hospital and Tumor Institute: Item 12, Page A-4.

On Monday following the September meeting each institutional head was notified of the action taken by the Board. It was assumed that contracts containing this clause would not be

reported until the Board had received a report from the special committee to make recommendations concerning such contracts. However, contracts containing the clause in question are reported in the November docket, and your especial attention is called thereto in the outline of the docket.

The contract held in abeyance at the September meeting (Item 12, M-39) has been returned from the Office of the Secretary of State. None of the contracts reported in the November docket has been filed with the Secretary of State. As soon as definitive action is taken by the Board on this subject, I shall see that the record conforms to your action and that no contracts are filed with the Secretary of State in violation of any of your rulings.

Sincerely yours,

A handwritten signature in cursive script, appearing to read 'Betty Anne Thedford', with a long horizontal flourish extending to the right.

Betty Anne Thedford

T:sn  
Encl.

cc: Chancellor Harry H. Ransom  
Vice-Chancellor Lanier Cox  
Vice-Chancellor James C. Dolley  
Vice-Chancellor L. D. Haskeew

REPORT OF THE SPECIAL COMMITTEE TO RECOMMEND REGARDING THE NEW NONDISCRIMINATION IN EMPLOYMENT CLAUSE IN GOVERNMENT CONTRACTS. --Below is a report of the committee, composed of Vice-Chancellor Cox, Comptroller Sparenberg, and Attorney Waldrep, appointed at the September meeting of the Board to make recommendations regarding contracts that include the new Nondiscrimination in Employment Clause:

Part I - Research Contracts and Grants.

Attached are the following materials for your full information:

1. Executive Order 10925.
2. A copy of the Non-Discrimination in Employment Clause, Armed Services Procurement Regulation (12-802), which is an implementation of the above Executive Order.
3. Interpretations of (a) permissive exemptions, (b) posting requirements, and (c) reporting requirements.

Your attention is directed especially to Sec. 301(7), Sec. 302, Sec. 303, Sec. 310, and Sec. 312 of Executive Order 10925.

The type of wording which is being included in contracts is illustrated by item 2 listed above and attached.

Attachment 3 indicates that under authority granted in Sec. 303 of Executive Order 10925 the President's Committee by regulation has exempted from the Clause requirement contracts, subcontracts and purchase orders where standard commercial supplies or raw materials are the subjects of the procurement. Up to the present time, all of our purchases under contracts handled by the Office of Government Sponsored Research have been in this category; i.e., we have not entered into any true subcontracts where it is necessary to impose all of the contract clauses of the prime contract. Note the interpretation on the second page of Attachment 3 which indicates that if an exemption is applicable, this exempt status is not affected by the fact that the contract may actually include an Equal Employment Opportunity Clause. All of the contracts containing the new Anti-Discrimination Clause which have been docketed in the Main University docket to this date and those included in the docket for the November 10-11 meeting come within this exemption; i.e., although the clause actually appears in the contract, it is not applicable or effective because no subcontracts were contemplated and none have been made.

It is anticipated that in the future very few of our contracts with government agencies will not come under the exemption applicable to "standard commercial supplies." The National Aeronautics and Space Administration (NASA), however, has announced its intention of awarding the Main University a \$365,000 contract for erection of a 16-foot parabolic reflector and astrodome at the Balcones Research Center. To acquire the reflector and associated equipment, we may well have to enter into a contract to have the equipment manufactured to our specifications. In such case, the new Anti-Discrimination Clause would clearly be applicable to this "subcontract". Occasionally, other government contracts may anticipate or necessitate the University's contracting with third parties.

Apparently we have four alternatives in situations in which the new Anti-Discrimination Clause in our contract with a government agency would be effective:

1. We can insert the Clause in our contract with the third party and thereafter comply fully with the requirements of the Clause.
2. Omit the Clause from our contracts with third parties.
3. Insert the Clause but refrain from taking further action in regard to compliance by our "subcontractor".
4. Refuse to contract with the Federal agency.

The objections to the first alternative are obvious and were well expressed by the members of the Board at the September meeting. The following points can be made regarding the fourth alternative of refusing to enter into a contract in which the Anti-Discrimination Clause would be applicable:

- a. The University's obligation in the National defense effort.

If the contract involves research important in the National defense effort, and particularly if the University has special facilities or personnel for performance of the research, a question of the University's obligation to the National welfare is presented.

- b. Possible effect on volume of government contracts and grants.

For the year ending August 31, 1961, the government contracts and grants handled through the Office of Government Sponsored Research of the Main University amounted to slightly more than \$6,600,000, compared to a total of \$5,500,000 for the previous fiscal year. Of this total of over \$6,600,000, approximately \$3,000,000 represented the dollar volume of cost-reimbursable contracts, which are typically the type of research contracts which will carry the new Anti-Discrimination Clause. These government contracts purportedly not only make a contribution in the field of research, but also many are important to the graduate teaching program providing research experience and dissertation projects, as well as financial support for graduate students. Last year graduate students earned approximately \$442,000 and undergraduate students approximately \$164,000 from government contracts and grants, a substantial portion of these totals coming from cost-reimbursable contracts.

We know also that government contract research has played an effective role in faculty retention and recruitment, particularly in the science and engineering areas.

At this point, there is no way of knowing what effect, if any, our refusal to contract with Federal agencies when the Anti-Discrimination Clause would be applicable would have upon the total volume of Federal contracts and grants. Certainly we would stand to lose some contract work which otherwise would be desirable, or even important, to the institution. An immediate example is the NASA project at Balcones specifically mentioned above. Moreover, the future of our cooperation and participation in the NASA development at Houston may well be involved.

Specifically, your Committee recommends the following:

- a. Contracts with government agencies involving only "standard commercial supplies and raw materials" should be handled routinely even though they may contain a pro forma but inoperative Anti-Discrimination Clause.
- b. At the time Board approval is requested, specific attention shall be called to any government contract containing an Anti-Discrimination Clause which would be operative.
- c. In making subcontracts with third persons necessary to perform contracts with government agencies, the Anti-Discrimination Clause should be omitted whenever possible (alternative 2), but included in those instances when no other alternative is available.
- d. A report would be made to the Board of the necessity for moving to alternative 3 (including the Anti-Discrimination Clause in subcontracts, but taking no action to secure compliance), but no further compliance would be undertaken without a full report to the Board and Board action thereon.

These recommendations obviously do not make for a clear-cut solution to the problem. Only the adoption of either the first or the fourth alternative mentioned above would provide a clear statement of principle. The possible consequences of either of these alternatives are such that your Committee did not feel justified in proposing them, but it felt rather that the temporizing suggested was both justifiable and the wisest course to follow under the circumstances.

#### Part II - Loan Agreements With Federal Housing and Home Finance Agency for Funding of Construction of Housing and Other Projects.

The proposed loan agreements with the Federal Housing and Home Finance Agency for dormitory and apartments to be constructed at Texas Western College and for the apartment units to be constructed at Main University contain identical clauses as follows:

"Section 27. Nondiscrimination. The Borrower shall require that there shall be no discrimination against any employee who is employed in carrying out the Project, or against any applicant for such employment, because of race, religion, color or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Borrower shall insert the foregoing provision of this Section in all its contracts for Project work and will require all of its contractors for such work to insert a similar provision in all subcontracts for Project work: Provided, that the foregoing provisions of this Section shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The Borrower shall post at the Project, in conspicuous places available for employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause."

For comparison, the Anti-Discrimination Clause contained in the loan agreement for the financing of Kinsolving Dormitory is as follows:

"Section 8. Non-Discrimination. The Borrower will require that there shall be no discrimination, by any contractor or subcontractor engaged in work on the Project, against any employee or applicant for employment because of race, creed, color, or national origin, and shall include appropriate provisions in all of its construction contracts to provide against any such discrimination."

The same four alternatives as mentioned above in connection with research contracts are equally pertinent in this situation. It can be contemplated, however, that more attention on the part of the Federal agency may be directed toward compliance with the requirements of the Clause. It is also true that because of the amount of money involved and the length of the construction period, the University is in a much more precarious fiscal situation if it should choose not to comply with the requirements of the Clause. Moreover, although there is pressure for both of these housing facilities, the possible consequences to the two institutions are certainly more damaging in the field of research contracts and grants than in the matter of construction of additional housing facilities.

For these reasons, the Committee does not make a specific recommendation in the instance of these two loan agreements, but simply directs the attention of the Board to the problem. The decision will rest on the acuteness of the need for these facilities at each institution and the disposition of other problems relative to the operation of University housing for students.

Mr. Sparenberg points out that it has long been the procedure, as required by HHFA, to include an anti-discrimination clause (a very abbreviated version compared to the new Clause) in the contract specifications attached to construction contracts, but that the University has done nothing about enforcement. This procedure has led to no particular problem up to now. It is the opinion of the Comptroller, the Consulting Architects, and other architects with whom the Comptroller has consulted that under the present situation the best course of action would be to continue to follow the existing procedures.

Special Committee

Lanier Cox, Chairman  
Jens Jacobsen  
C. H. Sparenberg  
Burnell Waldrep

LC:as

Original to Miss Thedford  
3 copies retained in Chancellor's Office

October 31, 1961

# Executive Orders

E. O. 10925

## [1 6351] ESTABLISHING THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY

• Issued March 6, 1961, 26 F. R. 1977.

WHEREAS discrimination because of race, creed, color, or national origin is contrary to the constitutional principles and policies of the United States; and

WHEREAS it is the plain and positive obligation of the United States Government to promote and ensure equal opportunity for all qualified persons, without regard to race, creed, color, or national origin, employed or seeking employment with the Federal Government and on government contracts; and

WHEREAS it is the policy of the executive branch of the Government to encourage by positive measures equal opportunity for all qualified persons within the Government; and

WHEREAS it is in the general interest and welfare of the United States to promote its economy, security, and national defense through the most efficient and effective utilization of all available manpower; and

WHEREAS a review and analysis of existing executive orders, practices, and government agency procedures relating to Government employment and compliance with existing non-discrimination contract provisions reveal an urgent need for expansion and strengthening of efforts to promote full equality of employment opportunity; and

WHEREAS a single governmental committee should be charged with responsibility for accomplishing these objectives:

Now, THEREFORE, by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

### PART I—ESTABLISHMENT OF THE PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY

Section 101. There is hereby established The President's Committee on Equal Employment Opportunity.

Sec. 102. The Committee shall be composed as follows:

(a) The Vice President of the United States, who is hereby designated Chairman of the Committee and who shall preside at meetings of the Committee.

(b) The Secretary of Labor, who is hereby designated Vice Chairman of the Committee and who shall act as Chairman in the absence of the Chairman. The Vice Chairman shall have general supervision and direction of the work of the Committee and of the execution and implementation of the policies and purposes of this Order.

(c) The Chairman of the Atomic Energy Commission, the Secretary of Commerce, the Attorney General, the Secretary of Defense, the Secretaries of the Army, Navy and Air Force, the Administrator of General Services, the Chairman of the Civil Service Commission, and the Administrator of the National Aeronautics and Space Administration. Each such member may designate an alternate to represent him in his absence.

(d) Such other members as the President may from time to time appoint.

(e) An Executive Vice Chairman, designated by the President, who shall be *ex officio* a member of the Committee. The Executive Vice Chairman shall assist the Chairman, the Vice Chairman and the Committee. Between meetings of the Committee he shall be

Government Contracts Reports

1 6351

primarily responsible for carrying out the functions of the Committee and may act for the Committee pursuant to its rules, delegations, and other directives. Final action in individual cases or classes of cases may be taken and final orders may be entered on behalf of the Committee by the Executive Vice Chairman when the Committee so authorizes.

Sec. 103. The Committee shall meet upon the call of the Chairman and at such other times as may be provided by its rules and regulations. It shall (a) consider and adopt rules and regulations to govern its proceedings; (b) provide generally for the procedures and policies to implement this Order; (c) consider reports as to progress under this order; (d) consider and act, where necessary or appropriate, upon matters which may be presented to it by any of its members; and (e) make such reports to the President as he may require or the Committee shall deem appropriate. Such reports shall be made at least once annually and shall include specific references to the actions taken and results achieved by each department and agency. The Chairman may appoint sub-committees to make special studies on a continuing basis.

## PART II—NONDISCRIMINATION IN GOVERNMENT EMPLOYMENT

Sec. 201. The President's Committee on Equal Employment Opportunity established by this Order is directed immediately to scrutinize and study employment practices of the Government of the United States, and to consider and recommend additional affirmative steps which should be taken by executive Departments and Agencies to realize more fully the national policy of nondiscrimination within the executive branch of the Government.

Sec. 202. All executive departments and agencies are directed to initiate forthwith studies of current Government employment practices within their responsibility. The studies shall be in such form as the Committee may prescribe and shall include statistics on current employment patterns, a review of current procedures, and the recommendation of positive measures for the elimination of any discrimination, direct or indirect, which now exists. Reports and recommendations shall be submitted to the Executive Vice Chairman of the Committee no later than sixty days from the effective date of this Order, and the Committee, after considering such reports and recommendations, shall report to the President on the current situation and recommend positive measures to accomplish the objectives of this Order.

Sec. 203. The policy expressed in Executive Order No. 10590 of January 18, 1955 (20 F. R. 409), with respect to the exclusion and prohibition of discrimination against any employee or applicant for employment in the Federal Government because of race, color, religion, or national origin is hereby reaffirmed.

Sec. 204. The President's Committee on Government Employment Policy, established by Executive Order No. 10590 of January 18, 1955 (20 F. R. 409), as amended by Executive Order No. 10722 of August 5, 1957 (22 F. R. 6287), is hereby abolished and the powers, functions, and duties of that Committee are hereby transferred to, and henceforth shall be vested in, and exercised by, The President's Committee on Equal Employment Opportunity in addition to the powers conferred by this Order.

## PART III—OBLIGATIONS OF GOVERNMENT CONTRACTORS AND SUBCONTRACTORS

### Subpart A—Contractors' Agreements

Sec. 301. Except in contracts exempted in accordance with Section 303 of this Order, all government contracting agencies shall include in every government contract hereafter entered into the following provisions:

"In connection with the performance of work under this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are

treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of The President's Committee on Equal Employment Opportunity created thereby.

"(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of The President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

"(7) The contractor will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of The President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Sec. 302(a). Each contractor having a contract containing the provisions prescribed in Section 301 shall file, and shall cause each of its subcontractors to file, compliance reports with the contracting agency, which will be subject to review by the Committee upon its request. Compliance reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Committee may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, and in that event to submit, on behalf of themselves and their proposed subcontractors, compliance reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or other representative of workers,

the compliance report shall include such information as to the labor union's or other representative's practices and policies affecting compliance as the Committee may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or other workers' representative and the labor union or representative shall refuse to furnish such information to the contractor, the contractor shall so certify to the contracting agency as part of its compliance report and shall set forth what efforts he has made to obtain such information.

(d) The Committee may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his compliance report, a statement in writing, signed by an authorized officer or agent of any labor union or other workers' representative with which the bidder or prospective contractor deals, together with supporting information, to the effect that the said labor union's or representative's practices and policies do not discriminate on the grounds of race, color, creed, or national origin, and that the labor union or representative either will affirmatively cooperate, within the limits of his legal and contractual authority, in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order. In the event that the union or representative shall refuse to execute such a statement, the compliance report shall so certify and set forth what efforts have been made to secure such a statement.

Sec. 303. The Committee may, when it deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including the provisions of Section 301 of this Order in any specific contract, subcontract, or purchase order. The Committee may, by rule or regulation, also exempt certain classes of contracts, subcontracts, or purchase orders (a) where work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (b) for standard commercial supplies or raw materials; or (c) involving less than specified amounts of money or specified numbers of workers.

#### Subpart B—Labor Unions and Representatives of Workers

Sec. 304. The Committee shall use its best efforts, directly and through contracting agencies, contractors, state and local officials and public and private agencies, and all other available instrumentalities, to cause any labor union, recruiting agency or other representative of workers who is or may be engaged in work under government contracts to cooperate with, and to comply in the implementation of, the purposes of this Order.

Sec. 305. The Committee may, to effectuate the purposes of Section 304 of this Order, hold hearings, public or private, with respect to the practices and policies of any such labor organization. It shall from time to time submit special reports to the President concerning discriminatory practices and policies of any such labor organization, and may recommend remedial action if, in its judgment, such action is necessary or appropriate. It may also notify any Federal, State, or local agency of its conclusions and recommendations with respect to any such labor organization which in its judgment has failed to cooperate with the Committee, contracting agencies, contractors, or subcontractors in carrying out the purposes of this Order.

#### Subpart C—Powers and Duties of the President's Committee on Equal Employment Opportunity and of Contracting Agencies

Sec. 306. The Committee shall adopt such rules and regulations and issue such orders as it deems necessary and appropriate to achieve the purposes of this Order, including the purposes of Part II hereof relating to discrimination in Government employment.

Sec. 307. Each contracting agency shall be primarily responsible for obtaining compliance with the rules, regulations, and orders of the Committee with respect to contracts entered into by such agency or its contractors, or affecting its own employment practices.

All contracting agencies shall comply with the Committee's rules in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Executive Order and of the rules, regulations, and orders of the Committee pursuant hereto. They are directed to cooperate with the Committee, and to furnish the Committee such information and assistance as it may require in the performance of its functions under this Order. They are further directed to appoint or designate, from among the agency's personnel, compliance officers. It shall be the duty of such officers to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

Sec. 308. The Committee is authorized to delegate to any officer, agency, or employee in the executive branch of the Government any function of the Committee under this Order, except the authority to promulgate rules and regulations of a general nature.

Sec. 309. (a) The Committee may itself investigate the employment practices of any Government contractor or subcontractor, or initiate such investigation by the appropriate contracting agency or through the Secretary of Labor, to determine whether or not the contractual provisions specified in Section 301 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Committee, and the investigating agency shall report to the Committee any action taken or recommended.

(b) The Committee may receive and cause to be investigated complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 301 of this Order. The appropriate contracting agency or the Secretary of Labor, as the case may be, shall report to the Committee what action has been taken or is recommended with regard to such complaints.

Sec. 310. (a) The Committee, or any agency or officer of the United States designated by rule, regulation, or order of the Committee, may hold such hearings, public or private, as the Committee may deem advisable for compliance, enforcement, or educational purposes.

(b) The Committee may hold, or cause to be held, hearings in accordance with subsection (a) of this section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order, except that no order for debarment of any contractor from further Government contracts shall be made without a hearing.

Sec. 311. The Committee shall encourage the furtherance of an educational program by employer, labor, civic, educational, religious, and other nongovernmental groups in order to eliminate or reduce the basic causes of discrimination in employment on the ground of race, creed, color, or national origin.

#### Subpart D—Sanctions and Penalties

Sec. 312. In accordance with such rules, regulations or orders as the Committee may issue or adopt, the Committee or the appropriate contracting agency may:

(a) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Committee.

(b) Recommend to the Department of Justice that, in cases where there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 301 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the aforesaid provisions.

(c) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Committee as the case may be.

(d) Terminate, or cause to be terminated, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be terminated absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the contracting agency.

(e) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any non-complying contractor, until such contractor has satisfied the Committee that he has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(f) Under rules and regulations prescribed by the Committee, each contracting agency shall make reasonable efforts within a reasonable time limitation to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under paragraph (b) of this section, or before a contract shall be terminated in whole or in part under paragraph (d) of this section for failure of a contractor or subcontractor to comply with the contract provisions of this order.

Sec. 313. Any contracting agency taking any action authorized by this section, whether on its own motion, or as directed by the Committee, or under the Committee's rules and regulations, shall promptly notify the Committee of such action or reasons for not acting. Where the Committee itself makes a determination under this section, it shall promptly notify the appropriate contracting agency of the action recommended. The agency shall take such action and shall report the results thereof to the Committee within such time as the Committee shall provide.

Sec. 314. If the Committee shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Committee or, if the Committee so authorizes, to the contracting agency.

Sec. 315. Whenever a contracting agency terminates a contract, or whenever a contractor has been debarred from further Government contracts, because of noncompliance with the contractor provisions with regard to nondiscrimination, the Committee, or the contracting agency involved, shall promptly notify the Comptroller General of the United States.

#### Subpart E—Certificates of Merit

Sec. 316. The Committee may provide for issuance of a United States Government Certificate of Merit to employers or employee organizations which are or may hereafter be engaged in work under Government contracts, if the Committee is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading and other practices and policies of the employee organization, conform to the purposes and provisions of this Order.

Sec. 317. Any Certificate of Merit may at any time be suspended or revoked by the Committee if the holder thereof, in the judgment of the Committee, has failed to comply with the provisions of this Order.

Sec. 318. The Committee may provide for the exemption of any employer or employee organization from any requirement for furnishing information as to compliance if such employer or employee organization has been awarded a Certificate of Merit which has not been suspended or revoked.

**PART IV—MISCELLANEOUS**

**Sec. 401.** Each contracting agency (except the Department of Justice) shall defray such necessary expenses of the Committee as may be authorized by law, including Section 214 of the Act of May 3, 1945, 59 Stat. 134 (31 U. S. C. 691): Provided, that no agency shall supply more than fifty per cent of the funds necessary to carry out the purposes of this Order. The Department of Labor shall provide necessary space and facilities for the Committee. In the case of the Department of Justice, the contribution shall be limited to furnishing legal services.

**Sec. 402.** This Order shall become effective thirty days after its execution. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Committee.

**Sec. 403.** Executive Order No. 10479 of August 13, 1953 (18 F. R. 4899), together with Executive Orders Nos. 10482 of August 15, 1953 (18 F. R. 4944), and 10733 of October 10, 1957 (22 F. R. 8135), amending that Order, and Executive Order No. 10557 of September 3, 1954 (19 F. R. 5655), are hereby revoked, and the Government Contract Committee established by Executive Order No. 10479 is abolished. All records and property of or in the custody of the said Committee are hereby transferred to The President's Committee on Equal Employment Opportunity, which shall wind up the outstanding affairs of the Government Contract Committee.

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[The next page is 4621.]

In connection with the performance of work under this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless

exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Executive Order No. 10925 of March 6, 1961

Contractors, subcontractors

Paragraphs 1-6 of the above Clause must be included by every contractor and first-tier subcontractor in every subcontract or purchase order (E. O. 10925, sec. 301(7) at ¶ 6351; Reg. § 60-1.3(a) at ¶ 6357). The emphasis in the Regulations upon first-tier contractors is important. Subcontractors below the first-tier need not insert the nondiscrimination clause unless specially ordered to do so by the contracting agency or the Executive Vice Chairman of the President's Committee (Reg. § 60-1.3(a) at ¶ 5357).

Multi-plant organizations

Entrance into a Government contract that includes the Equal Employment Opportunity Clause does not necessarily bring the clause into operation at all plants of the contractor. Actually, a bidder, contractor, subcontractor, or vendor that owns, operates or controls facilities in addition to those engaged in the performance of the contract may file a request for a ruling as to the application of the Clause at its other facilities. This application should be filed with the Executive Vice Chairman of The President's Committee (Reg. § 60-1.63(b) at ¶ 6381).

The General Services Administration has incorporated the above clause into contracts entered into on and after April 5, 1961 (General Regulation No. 25, ¶ 67,261).

[¶ 6312]

Permissive Exemptions

"National interest" may warrant the exemption of a specific contract, subcontract, or purchase order from the Clause. However, the need for the particular exemption must be determined by the Executive Vice Chairman of The President's Committee (Reg. § 60-1.3(b)(1) at ¶ 6357.) Even then the situation must be one in which the Committee decides that the national interest requires the exemption. In addition, the Committee, by regulation, exempts from the clause requirement contracts, subcontracts, and purchase orders:

—where work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved (Reg. § 60-1.3(b)(5) at ¶ 6357.) (This limitation upon the recruiting of workers may, of course, present problems where work on a federal contract is to be performed in a country that, for example, might deny visas to members of a particular faith. In this regard, the New York litigation involving recruitment of workers for foreign operations, with a particular faith being excluded due to the national policy of the foreign country involved, holds interest. That litigation—*American Jewish Congress v. Carter & Arabian-American Oil Co.* (N. Y. 1959) Sup. Ct., N. Y. Co., 37 LABOR CASES ¶ 65,650, 190 N. Y. S. (2d) 218, remanded to New York Commission against Discrimination (N. Y. 1961) Ct. App., 42 LABOR CASES ¶ 50,174—did not involve a federal contract);

—where standard commercial supplies or raw materials are the subjects of the procurement (Reg. § 60-1.3(b)(6) at ¶ 6357)—items that were exempted mandatorily by now-revoked E. O. 10557. The President's Committee on Government Contracts, in its administration of that former Executive Order, included as standard commercial articles: (1) those which, in the normal course of business, customarily are manufactured for stock and customarily are maintained in stock by the manufacturer or

by any distributor or other commercial dealer for the marketing of the article, and (2) those manufactured and sold by two or more persons for general commercial or industrial use or that are identical in every material respect to an article so manufactured and sold.

—involving an amount not in excess of \$10,000 unless a Government bill of lading is involved (Reg. § 60-1.3(b)(2) at ¶ 6357). Government bills of lading, regardless of amount, are subject to Equal Employment Opportunity Executive Order 10925. (However, when acting in accordance with Government bills of lading carriers are exempt from paragraphs 3 through 7 of the Equal Employment Clause (¶ 6357), unless the contracting agency or the Executive Vice Chairman of the Committee specifically orders compliance with those Clause paragraphs (Reg. § 60-1.3(b)(4) at ¶ 6357). This is an important exemption, of course, as it frees carriers, in these circumstances, from the duties of filing reports, of including the clause in related purchase orders and subcontracts, of notifying employee representatives of the carriers' nondiscriminatory policy, and of posting copies of that notice.

In addition to these exemptions, exemption, but only from the compliance report requirements of paragraph 5 of the Clause, is given to any combination of subcontracts under one principal contract, provided none of the subcontracts included exceeds \$10,000, and that all of the combined subcontracts do not exceed \$50,000 (Reg. § 60-1.3(b)(3) at ¶ 6357).

#### Actual status controls

If a contractor actually comes within one of the above exemptions he is exempt and the fact that his contract includes an Equal Employment Opportunity Clause does not change his exempt status (Reg. § 60-1.3(b)(8) at ¶ 6357). Basically, this rule, which preserves an actually exempt status where that exists, regardless of the exempt contractor's execution of a contract which includes the anti-discrimination clause among its other agreements, it is in line with the treatment of contracts that contain the renegotiation clause called for by the Renegotiation Act of 1951 (Renegotiation Board Regulations § 1452.8 at ¶ 26,036).

#### [¶ 6320]

#### Posting Requirement

Posting of notices setting out the terms of the nondiscrimination clause is required of contractors, subcontractors and vendors under purchase orders, unless exempted under one or another of the permissive exemptions. These notices are provided by the contracting officer. (A sample poster appears at ¶ 6395.) In addition, contractors must send to their employees' bargaining representatives a notice of the contractors' commitments under the anti-discrimination clause. Copies of this notice (again to be provided by the contracting officer) also are to be posted by the contractor. (E. O. 10925, Sec. 301 at ¶ 6351).

#### [¶ 6321]

#### Reporting Requirements

The anti-discrimination program begun by E. O. 10925 is the first to require compliance reports. These reports are to be filed both by subject prime and subcontractors, with special provision being made (Reg. § 60-1.5(a)

#### ¶ 6320

BUILDINGS AND GROUNDS MATTERS

The following item, which would normally be referred to the Buildings and Grounds Committee, has been approved for consideration by the Committee of the Whole on November 10:

Background Information

SOUTHWESTERN MEDICAL SCHOOL - DANCIGER RESEARCH LABORATORIES BUILDING: AUTHORIZATION OF PRELIMINARY PLANS AND SPECIFICATIONS. -- At the Regent's Meeting held September 24, 1960, authorization was given for Southwestern Medical School to file application for a matching grant to construct a Research Laboratories Building. At the Regents' meeting of May 13, 1961, it was reported that a matching grant of \$1,000,000 had been approved subject to the availability of funds. Construction of this building has approval of the 57th Legislature.

Current Report and Opinion re Availability of Funds

Dean Gill now reports that the National Institutes of Health are apparently assigning highest priority in actual allotment of their funds available to projects on which contracts can be let at earliest dates. It is his opinion, concurred in by the appropriate officers of Central Administration, that the chances of receiving an award this fiscal year would be considerably enhanced by an immediate start upon preliminary plans and specifications.

Offer of Trustees of Dan Danciger Fund

The total estimated cost of the building is \$2,000,000, of which \$750,000 is to be provided by a donation from the Dan Danciger Fund and \$250,000 by a grant from the Southwestern Medical Foundation. Dean Gill is in receipt of a letter from Mr. John M. Zuber, Chairman of the Board of Trustees of the Dan Danciger Fund, stating that the trustees of the Fund "... will provide the money necessary to pay the architect's charges for the preparation of these preliminary plans, which cost you estimate to be in the neighborhood of \$15,000."

Recommendations

1. Therefore, it is the recommendation of Comptroller C. H. Sparenberg, Dean Gill, and Chancellor Ransom that the Consulting Architects be authorized to proceed immediately with the preparation of preliminary plans and specifications for the Dan Danciger Research Laboratories Building within a total estimated cost of \$2,000,000, the Consulting Architects' fees therefor to be paid from funds provided to the University by the Dan Danciger Fund.
2. It is also recommended that the Comptroller be authorized to pay from these same funds the necessary preliminary expenses for test holes, surveys, etc. The cost of the preliminary plans and outline specifications only, if the project goes no further, would be 1/2 of 1%.

Background Information FOREIGN SERVICE PROJECTS, INCLUDING CONTRACTS INVOLVING BLOCKED CURRENCIES. -- The Board of Regents at its meeting on July 22, 1961, authorized Chairman Hardie to submit to the Attorney General a request for an opinion on the following:

"Blocked Currencies. -- There are presently several arrangements under discussion relative to the participation of The University of Texas in the exchange programs of the Federal Government with foreign countries. A legal difficulty has arisen concerning the question of whether The University of Texas may accept and use funds which are in 'blocked currencies' deposited to our credit in the banks of the foreign nation whose currency is involved. The precise legal question to be determined is whether under Article 2543c, Vernon's Civil Statutes, relating to special depositories and deposits by State institutions of higher learning and the Current Appropriation Bill such 'blocked currencies' in foreign banks may be used or whether we are limited to funds placed in depository banks in the State of Texas secured by appropriate Government bonds."

Recommendations Attorney General's Opinion No. WW-1148 has been received approving the use by the University of blocked currencies in foreign countries for payment of expenses incurred in performing services in those countries under government contracts. The administration has made a careful appraisal of the policy matters involved and makes the following recommendations:

1. The Yugoslav project should be dropped completely as soon as present contractual commitments have been performed.
2. We should meet outstanding obligations which we have in a few areas; e. g., Egypt.
3. In the future, foreign service contracts should be concentrated primarily in Mexico, Central and South America, the areas of our natural interest based on geographical location and historical orientation.

REPORT OF EXECUTIVE COMMITTEE

REPORT OF MEETING, OCTOBER 14, 1961, DALLAS. -- On October 10, 1961, Committee Chairman Heath issued a call for a meeting of the Executive Committee on Saturday, October 14, 1961, at 9:30 a. m. in the Trinity Room, Sheraton-Dallas Hotel, Dallas. He requested Secretary Thedford to check with each member of the Executive Committee to see if this were agreeable and also to extend an invitation to the other members of the Board to attend the meeting if it were possible. He expressed reluctance to have a meeting for the purpose set out below-- establishment of a policy matter-- unless Chairman Hardie and Committee Chairman McNeese (Academic and Developmental Affairs Committee) could be present. It was impossible for Committee Chairman McNeese to attend but he consented to the meeting.

The purpose of the meeting was to review the duties of the Executive Committee as it relates to budgetary matters, both the original budgets and the amendments thereto. Committee Chairman Heath pointed out in his call for this meeting the following:

1. The Administration recommended, upon the suggestion of Vice-Chairman Heath, and the Board adopted a rule providing a review of the Chancellor's docket by the Academic and Developmental Affairs Committee. There is no rule which provides what matters shall be contained in the Docket, but by custom it contains all matters which require approval of the Board which, under our rules, are not directed to one of the standing committees.
2. One duty of the Executive Committee is to review budgetary matters; another is to coordinate the work of the standing committees.
3. As you recall, the Executive Committee reviewed the 1961-62 budgets and made its recommendations to the full Board. The Docket always contains numerous amendments to the budgets. It occurs to me that the same Committee which reviews the original budgets should review any amendments to such budgets.
4. So long as all budgetary reviews and recommendations to the full Board are handled by the same Committee,

it does not matter to me which Committee handles these matters. Under current rules placing this responsibility upon the Executive Committee, same could be handled by taking all budget amendments and classified personnel matters out of the main Docket and submitting them to the Executive Committee, separately; or the rules requiring all budgetary matters to go to the Executive Committee could be amended to provide that same be handled by the Academic and Developmental Affairs Committee, in which case the Dockets would continue to contain budget amendments and the original budgets would be reviewed by the Academic and Developmental Affairs Committee, rather than the Executive Committee.7

Pursuant to the call, the Executive Committee of the Board met in the Trinity Room, Sheraton-Dallas Hotel, Dallas, Texas, at 9:30 a. m. on Saturday, October 14, 1961, with the following present:

Members:	Chairman Hardie Vice-Chairman Heath, presiding Regent Bryan Regent Madden Regent Redditt
Other Regents:	Regent Brenan Regent Connally
Administration:	Chancellor Ransom President Smiley

Regent McNeese was excused from this committee meeting.

(1) AMENDMENTS TO THE BUDGET AND TO THE CLASSIFIED PERSONNEL PAY PLANS REFERRED TO THE EXECUTIVE COMMITTEE;  
(2) PROCEDURE FOR REPORTING. --(1) The Executive Committee unanimously adopted the proposal that all amendments to the Budget and amendments to the Classified Personnel Pay Plans be the responsibility of the Executive Committee and that they be reported separate and apart from the docket of the Chancellor.

(2) It was unanimously adopted by the committee that a separate document entitled "Amendments to the 1961-62 Budget" and/or "Amendments to the Classified Personnel Pay Plans" be an attachment to the Minutes and that it be prepared by

- a. Each institutional head for his respective institution.
- b. The Executive Committee if any amendments are approved as interim actions.

- c. The Secretary of the Board if any amendments are adopted at the meeting by any of the standing committees or by the Committee of the Whole.

This attachment "Amendments to the Budget" could then be filed immediately with the State Library in accordance with Section 24a of the Current Appropriation Bill (1961-63).

Though seven Regents were present and entered into the Executive Committee meeting, this item is reported for ratification by the Board.

**MISCELLANEOUS DELIBERATIONS.** -- The definition of "Amendments to the Budget" was discussed in light of Section 24a of the Current Appropriation Bill as set out below.

"It is expressly provided that the governing board of each of the educational institutions named herein shall approve on or before September 1 of each year of the biennium an itemized budget covering the operation of the ensuing fiscal year, which budget shall be prepared within the limits of the revenue available from Legislative appropriations and estimated local and other funds. A copy of each such budget, and any subsequent amendments thereto, shall be filed with the State Library to be available for public inspection."

Chancellor Ransom presented informative reports on several matters, and other items were discussed by the committee but there was no definitive action.

INTERIM ACTIONS, SEPTEMBER 12-OCTOBER 30, 1961. -- Since the last regular meeting of the Board on September 30, 1961, only amendments to the 1961-62 Budget have been presented to and considered by the Executive Committee as indicated below. All votes have been taken by mail ballot unless otherwise indicated and have been unanimously approved by the members of the committee.

**AMENDMENTS TO THE 1961-62 BUDGET** (Items 11-B, 12-B, 13-B, 14-B, and 15-B). -- Amendments to the 1961-62 Budget that follow comply either with Budget Rules 10. (a) or 10. (b) or are amendments to research contract budgets. For amendments to the budget, the Budget Rules and Procedures for the year 1961-62 (Pink sheets of the 1961-62 Budget) include:

10. (a) Appointments, resignations, and changes in status of all positions having a full-time monthly rate of \$500 or more are subject to the advance approval of the

Chancellor and the subsequent approval of the Board of Regents through the next regular docket. Appointments, resignations and changes in status of all positions having a full-time monthly rate of less than \$500 are subject only to the approval of the Executive Head of the Component Institution.

10. (b) A salary rate increase of \$1,000 or more per annum requires the advance approval of the Chancellor and the Board of Regents, except in cases of emergency, in which case the Executive Committee of the Board, upon recommendation from the Chancellor, shall have the power to act.

In compliance with the foregoing regulations, the following amendments to the 1961-62 Budget have been presented through proper channels:

Medical Branch (Items 11-B and 15-B). -- Amend the 1961-62 Budget for The University of Texas Medical Branch

1. On Page 26 by promoting Gordon C. Mills from Assistant Professor in Biochemistry to Associate Professor (without salary) and by transferring him to Page 30 as Research Associate Professor in Internal Medicine at an annual salary of \$10,000, effective September 1, 1961, payable \$5,000 from Internal Medicine Budget, \$3,840 from Endocrine Clinic (Hospital), and \$1,160 from William D. Bullington Fund.

Dr. Mills was appointed in the original budget at a salary of \$8,500 per annum (a raise of \$100 over 1960-61) and declined to accept the appointment. /Complies with Budget Rule 10. (b). /

(Dr. Truslow stated that the Chairmen of the Departments of Biochemistry and of Internal Medicine recommend Dr. Mill's promotion; that Dr. Mills came to the Medical Branch in 1955 and has been active in teaching and research; that he is well trained and will be a valuable asset in the Endocrine Research Program as well as in teaching students.)

2. On Page 31 by appointing Stephan E. Ritzmann as an Instructor in Internal Medicine on half-time at an annual salary of \$5,400 (full-time rate \$10,800), effective September 1, 1961, payable from an American Cancer Society grant. Dr. Ritzmann's name does not appear in the budget but this in effect is a reappointment and an increase in salary from \$9,000 to \$10,800. /Complies with Budget Rule 10. (b). /

(Dr. Truslow stated that Dr. Ritzmann has been with the department as a Senior Research Fellow since 1958; his performance on the staff has been excellent; his research productivity is superior both quantitatively and qualitatively.)

3. On Page 45 by reappointing Richard W. Fritz as a Research Associate in Pediatrics and increasing his annual salary from \$7,104 to \$8,160, effective September 1, 1961, payable from a U. S. Army Contract and a USPHS grant. Complies with Budget Rule 10. (b).

(Dr. Truslow states that, "Mr. Fritz came to the Medical Branch in September of 1960 and during the past year has more than justified this increase in salary by his exceptional performance which has resulted in (1) publication of three papers now in press, and (2) co-discovery of active systems in isolated brain nuclei, a new finding in neurobiochemistry. His workmanship in the laboratory continues to be excellent. Therefore, I strongly recommend that the increase in salary for Mr. Fritz be approved.")

Dental Branch (Item 13-B). --Amend the 1961-62 Budget for The University of Texas Dental Branch

On Page 13 by increasing the salary of Emil E. Kmiec, Instructor half-time in Medicine (Periodontics), from a full-time annual salary rate of \$6,000 to \$7,200, effective November 1, 1961. The additional \$500 will come from the Department of Medicine Budget. Complies with Budget Rule 10. (b).

(Dr. Olson states that Dr. Kmiec's services are important to the teaching program at the Dental Branch and that Dr. Kmiec will not accept the appointment at the present rate.)

Main University (Item 14-B). --Amend the 1961-62 Research Contract budgets by reappointing and increasing the annual salary rate of the following, effective September 1, 1961:

1. In Genetics Foundation, payable from USPHS RG-6492(C2)
  - a. Barbara H. Bowman, Research Scientist V, from \$7,440 to \$8,520. Complies with Budget Rule 10. (b).

(Dr. Smiley states this raises Dr. Bowman's salary in line with the salaries of those being added to the staff.)

- b. Jeanne M. Lagowski, Research Scientist V, from \$7,800 to \$8,880. /Complies with Budget Rule 10. (b)./

(Dr. Smiley states this raise is to bring her salary in line with her merit.)

- c. Haruo Takada, Research Scientist IV, from \$5,520 to \$7,440. /Complies with Budget Rule 10. (b)./

(Dr. Smiley states that Dr. Takada has received his Doctor of Science degree and this is to raise his salary to Ph. D. level.)

2. In Texas Archeological Salvage Project

Edward Baker Jelks, Research Scientist IV, from \$7,440 to \$8,520, salary to come from USG Department of Interior Contract 14-10-0333-812. /Complies with Budget Rule 10. (b)./

(Dr. Smiley states his experience is valuable.)

3. In Linguistic Research Center

William B. Estes, Research Scientist III, from \$5,028 to \$6,168, full salary to come from the National Science Foundation grant. /Complies with Budget Rule 10. (a)./

Amend the 1961-62 Budget on Page 250 by adding Donald L. Weisman, Professor of Art, half-time, research assignment in the University Research Institute, effective September 1, 1961, at a full-time salary rate of \$12,000 for nine months, funds to come from the General Budget Funds. (Half-time status was not mentioned in the prior circulation.) /Complies with Budget Rule 10. (b)./

Southwestern Medical School (Item 12-B). --Amend the 1961-62 Budget for The University of Texas Southwestern Medical School by increasing the annual salary rate of the following in the Department of Internal Medicine:

1. Dr. Harold F. Taylor, Fellow, from \$5,000 to \$6,500, effective November 1, 1961, funds to come from USPHS Grant. /Complies with Budget Rule 10. (a)./

(Dr. Gill states this is the new rate authorized by the US Public Health Service and that he has been informed that the

National Institute of Health have increased their stipends for Postdoctoral Fellowships, effective July 1, 1961, to

\$5,000 basic  
\$5,500 intermediate  
\$6,000 terminal

These stipends are increased \$500 automatically for each dependent.)

2. Dr. Jawdat D. Khalaf from \$6,000 to \$7,000, effective October 1, 1961, funds to come from USPHS Grant. The original appointment of Dr. Khalaf is reported in the November docket as Item 21 on Page S-3.

Amend the Budget on Page 22, Item 5, by changing the time element and increasing the salary rate of Dr. John A. James, Associate Professor of Pediatrics, from three-fifths time at a full-time salary rate of \$10,333 for twelve months to full-time at a salary rate of \$12,300, effective November 1, 1961. /Complies with Budget Rule 10. (b)./ (Dr. Gill feels that this increase is more than justified.)

ITEMS SUBMITTED TO CHAIRMAN OF EXECUTIVE COMMITTEE AND RETURNED FOR MORE INFORMATION. --The following were returned to the Chancellor on October 23, 1961, with a request for reasons for retroactive salary raises (except for Item 2 below) and for more information re Item 1:

Main University (Item 16-B). --Amend the 1961-62 Budget of Main University and Main University--Auxiliary Enterprises by increasing the salary rates as indicated below, effective September 1, 1961:

1. On Page 201, Item 10, Hugh A. Greene, Television Production Supervisor in Radio-Television, who appears on leave of absence, from \$6,168 for 12 months to \$7,440, payable from contract SAE-9152.
2. On Page 15 of the Auxiliary Enterprises Budget, Frank H. Wardlaw, Director of University Press, from \$12,000 to \$13,000, the additional funds to come from General Funds--Auxiliary Enterprises. /Complies with Budget Rule 10. (b)./

(Dr. Smiley states that this was an oversight in budget preparation.)

3. On Page 94 by adding Item 26a, Barbara Nellis, Lecturer (Temporary) in Psychology, at a salary rate of \$6,600 for 9 months, the additional funds to come from Unallocated Salaries--General Budget. Mrs. Nellis does not appear in the printed budget. /Complies with Budget Rule 10. (a)./

4. On Page 94 by adding Item 26b, Lois Chatham, Lecturer (Temporary) in Psychology, at a salary rate of \$6,600 for 9 months, the additional funds to come from Unallocated Salaries--General Budget. Miss Chatham does not appear in the printed budget. Complies with Budget Rule 10. (a).

Items 3 and 4 above are reappointments and increase in salary rate for each from \$5,400 for nine months to \$6,600.

It is likely that additional information on Item 16-B will be furnished prior to the meeting in order that final action may be taken on the requests.

Recommendation: It is recommended that the foregoing items which have been approved by the Executive Committee be ratified and made a part of the Official record.

NOTE: Parenthetical statements are for the information of the Board and will not be included in the report of the Executive Committee attached to and made a part of the minutes.

SUPPLEMENTARY MATERIAL FOR THE  
EXECUTIVE COMMITTEE  
November 10, 1961

The items listed below have been presented to the Chairman of the Executive Committee and either have not been approved for distribution to other members of the committee or were not approved in time to be submitted prior to the meeting, as indicated.

TRAVEL REQUEST, MAIN UNIVERSITY (19-T). --Chancellor Ransom has approved for presentation to the Executive Committee the following recommendation of Doctor Smiley:

<u>Name</u>	<u>Period of Absence</u>	<u>Destination</u>
Joe W. Neal, Director of the International Office	November 11-30, 1961	Santiago, Chile; Cairo, Egypt

Purpose: To confer with Embassy Officials on the matter of the continuation of the Texas-Chile exchange operations and to interview and select participants for the 1962 Seminar. The travel to Cairo, Egypt, is being performed for the purpose of conferring with Embassy Officials on University participation in Cairo operations of the consortium setting up a program for the improvement of the teaching of English in Egypt.

Expenses: All expenses for this travel will be met from contract funds (account numbers to be determined).

Committee Chairman Heath approved the travel to Chile and to Egypt in light of a letter from the Chancellor stating that the Egyptian program is to be discontinued at the end of this contract. (Not approved in time to submit prior to the meeting.)

BUDGET ITEMS, MAIN UNIVERSITY (16-B and 17-B). --The following items have been submitted to the Chairman of the Executive Committee but Committee Chairman Heath is awaiting further information regarding the legality for the retroactive salary increases requested and reasons:

Increase the salary of the following to be effective September 1, 1961:

1. Hugh A. Greene, Television Production Supervisor, Radio-Television, from \$6,168 to \$7,440, the source of funds being a Government Contract SAE-9152 (More information needed - on leave of absence.)

2. Frank H. Wardlaw, Director, University of Texas Press, from \$12,000 to \$13,000, the source of funds being General Funds - Auxiliary Enterprises. (Oversight in budget preparation.)
3. Barbara Nellis, Lecturer (Temporary) in Psychology, from \$5,400 to \$6,600, the source of funds being Unallocated Salaries - General Budget. (Recently received Ph. D. degree)
4. Lois Chatham, Lecturer (Temporary) in Psychology, from \$5,400 to \$6,600, the source of funds being Unallocated Salaries - General Budget. (Recently received Ph. D. Degree)
5. F. Warren Roberts, Associate Professor of English and Director of Humanities Research Center, from \$9,600 to \$10,600, the source of funds being Salary Supplementation Fund. (Recently assumed full charge of Humanities Research Center and has completed the standard bibliography of Lawrence to be published in London.)
6. Computation Center: Transfer \$2,000 from Maintenance and Equipment to Travel. (Regulation requires that travel be paid from a separate account.)
7. Alexander A. J. Hoffman, Research Scientist III, Defense Research Laboratory, from \$4,800 to \$6,780, the source of funds being Government Contract Funds. (Will complete Ph. D. degree in February, 1962, and Drs. McKinney and Horton of DRL desire Mr. Hoffman to remain at DRL on a permanent basis.)

The seven budgetary items are proposed amendments to the 1961-62 Budget. If and when approved these will be included with the other amendments to be submitted to the state library.

OFFICE OF THE BOARD OF REGENTS

MEMORANDUM

DATE.....November 8, 1961.....

TO: Chairman Thornton Hardie

FROM: Betty Anne Thedford *BA2*

SUBJECT: Committee Appointments, Mr. French Robertson

Please allow me to remind you of appointment of Regent Robertson to the standing committees. Attached is the present list of membership of the standing committees of the Board.

September 1, 1961  
(Revised)

STANDING COMMITTEES OF THE BOARD OF REGENTS  
OF THE UNIVERSITY OF TEXAS\*

Thornton Hardie, Chairman  
Board of Regents

EXECUTIVE COMMITTEE

Heath, Chairman  
Bryan  
Madden  
McNeese  
Redditt

ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE

McNeese, Chairman  
Connally  
Redditt  
Heath

BUILDINGS AND GROUNDS COMMITTEE

Redditt, Chairman  
Brenan  
Heath

LAND AND INVESTMENT COMMITTEE

Madden, Chairman  
Brenan  
Bryan  
~~Heath~~

MEDICAL AFFAIRS COMMITTEE

Bryan, Chairman  
Connally  
Madden  
McNeese

BOARD FOR LEASE OF UNIVERSITY LANDS

Brenan  
Madden  
Jerry Sadler, State Land Commissioner, Chairman

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\*The Chairman of the Board is an ex officio member of each committee.

BOARD OF REGENTS  
OF  
THE UNIVERSITY OF TEXAS

Office Copy



November 8, 1961

Chairman Thornton Hardie

Betty Anne Thedford

Committee Appointments, Mr. French Robertson

JOHN S. REDDITT  
P. O. BOX 666  
LURKIN, TEXAS

Please allow me to remind you of appointment of Regent Robertson to the standing committees. Attached is the present list of membership of the standing committees of the Board.

ENDOWMENT OFFICE, THE UNIVERSITY OF TEXAS

DATE: November 6, 1961

TO: Dr. Dolley FROM Wm. W. Stewart

SUBJECT: SALE OF WALKER AVENUE PROPERTY

The attorneys for Texas Eastern have notified Mr. Waldrep that they wish title to be taken in a subsidiary company and are ready and somewhat anxious to close.

Mr. Waldrep needed to discuss some of these things with them Friday afternoon. You were not available at the moment, and I suggested that Mr. Waldrep talk to Mr. Heath about submitting the amendment to the resolution for action by the Board at its meeting later this week. Mr. Heath, as I understand it, was agreeable, and told Mr. Waldrep he would be glad to have it done that way.

We shall have to you and Miss Thedford not later than Wednesday morning the recommendation for the brief action by the Board of Regents.

Original Signed by  
Wm. W. Stewart  
Endowment Officer  

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Wm. W. Stewart

WWS:bl



cc: Miss Thedford  
Mr. Waldrep

OFFICE MEMORANDUM

ENDOWMENT OFFICE, THE UNIVERSITY OF TEXAS

DATE: November 8, 1961

TO: Dr. Dolley FROM Wm. W. Stewart

SUBJECT: HOGG FOUNDATION: VARNER PROPERTIES  
SALE OF WALKER AVENUE PROPERTY

Attached is recommendation for revision of the resolution authorizing sale of the Walker Avenue property as mentioned in my memo of the 6th.

Under the circumstances, and in view of Mr. Heath's expression of approval, I shall appreciate it if either you or Miss Thedford can call the matter to the Board's attention at the meeting this week.

Sufficient copies are being furnished to Miss Thedford for distribution to members of the Board, Dr. Ransom's office, etc.

Original Signed by  
Wm. W. Stewart  
Endowment Officer  

---

Wm. W. Stewart

WWS:bl  
Attachments  
cc: Miss Thedford  
Mr. Waldrep



OFFICE MEMORANDUM

TRUST AND SPECIAL FUNDS - REAL ESTATE MATTERS.--

HOGG FOUNDATION: VARNER PROPERTIES - SALE OF WALKER AVENUE (ROSSONIAN PROPERTY) HOUSTON, TEXAS.--By resolution of September 30, 1961, copies of which are attached, the Board of Regents authorized sale of the Walker Avenue property to Texas Eastern Transmission Corporation for \$1,000,000 net cash. Texas Eastern now requests that the deed be to a subsidiary, Fannin Square Corporation, and it is recommended that the Board of Regents authorize this conveyance by adopting the attached revised resolution as a substitute for the resolution of September 30. The only other change in the substance of the resolution is a minor change in the description of the property.

RESOLUTION OF SEPTEMBER 30, 1961

WHEREAS, on July 31, 1952, the Varner Company, a private corporation, conveyed to the Board of Regents of The University of Texas, in trust, certain lands in Harris County, Texas, including the tract mentioned herein, for the use and benefit of the Hogg Foundation--W. C. Hogg Memorial Fund, said deed being recorded in Volume 2478, page 269 of the Deed Records of Harris County, Texas, to which reference is made for all purposes; and

WHEREAS, the Texas Eastern Transmission Corporation has made an offer to purchase the following described premises situated in Houston, Harris County, Texas:

That certain rectangular tract of land located in the City of Houston, Harris County, Texas, fronting one hundred feet (100') on Fannin Street, two hundred fifty feet (250') on Walker Avenue and one hundred feet (100') on San Jacinto Street, being all of Lots Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), in Block One Hundred Thirty-four (134), S.S.B.B., City of Houston, Harris County, Texas;

and

WHEREAS, this offer is duly accepted by the Board of Regents of The University of Texas, as Trustee of the Hogg Foundation--W. C. Hogg Memorial Fund, such sale being advantageous to The University of Texas;

NOW, THEREFORE, BE IT RESOLVED, That the Chairman of the Board of Regents of The University of Texas be and he is hereby authorized and directed, upon receipt of the consideration, to execute, acknowledge and deliver a proper deed conveying the above-described property to the Texas Eastern Transmission Corporation for and on behalf of the Board of Regents of The University of Texas, as Trustee of the Hogg Foundation--W. C. Hogg Memorial Fund, and to perform all other acts necessary to complete the transaction, and the Secretary of the Board is authorized and directed to attest the deed and affix the common seal of the Board of Regents of The University of Texas.

PROPOSED RESOLUTION

WHEREAS, on July 31, 1952, the Varner Company, a private corporation, conveyed to the Board of Regents of The University of Texas, in trust, certain lands in Harris County, Texas, including the tract mentioned herein, for the use and benefit of the Hogg Foundation--W. C. Hogg Memorial Fund, said deed being recorded in Volume 2478, page 269 of the Deed Records of Harris County, Texas, to which reference is made for all purposes; and

WHEREAS, the Fannin Square Corporation has made an offer to purchase the following described premises situated in Houston, Harris County, Texas:

That certain rectangular tract of land located in the City of Houston, Harris County, Texas, fronting one hundred feet (100') on Fannin Street, two hundred fifty feet (250') on Walker Avenue and one hundred feet (100') on San Jacinto Street, being all of Lots Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), in Block One Hundred Thirty-four (134), S.S.B.B., City of Houston, Harris County, Texas, together with any other interest in land owned in said Block One Hundred Thirty-four (134);

and

WHEREAS, this offer is duly accepted by the Board of Regents of The University of Texas, as Trustee of the Hogg Foundation--W. C. Hogg Memorial Fund, such sale being advantageous to said Hogg Foundation:

NOW, THEREFORE, be it resolved, That the Chairman of the Board of Regents of The University of Texas be and he is hereby authorized and directed, upon receipt of the consideration, to execute, acknowledge and deliver a proper deed conveying the above-described property to Fannin Square Corporation for and on behalf of the Board of Regents of The University of Texas, as Trustee of the Hogg Foundation--W. C. Hogg Memorial Fund, and to perform all other acts necessary to complete the transaction, and the Secretary of the Board is authorized and directed to attest the deed and affix the common seal of the Board of Regents of The University of Texas.