

6-25-1960

Board of Trustees Minutes, June 25, 1960

Eastern Washington College of Education

Follow this and additional works at: http://dc.ewu.edu/trustees_minutes

Recommended Citation

Board of Trustees Minutes, June 25, 1960. Board of Trustees Records, University Archives & Special Collections, Eastern Washington University, Cheney, WA. http://dc.ewu.edu/trustees_minutes.

This Article is brought to you for free and open access by the Board of Trustees Records at EWU Digital Commons. It has been accepted for inclusion in Board of Trustees Minutes by an authorized administrator of EWU Digital Commons. For more information, please contact jotto@ewu.edu.

✓

Eastern Washington College of Education
MINUTES FOR BOARD OF TRUSTEES MEETING
Saturday noon, June 25, 1960, Green Room, Davenport Hotel

The meeting of the Board of Trustees of Eastern Washington College of Education was called to order at 1:30 p. m. , Saturday, June 25, 1960, by the chairman of the board in the Green Room of the Davenport Hotel, Spokane. Those attending were Mrs. Zelma R. Morrison, chairman; Mrs. Frank Laughbon, Mr. Joe M. Smith, Mr. Harvey Erickson, and Mr. Melvin Voorhees, members; Dr. Wm. W. Force, secretary; Dr. Don S. Patterson, president; Dr. R. N. Lass, representing the Faculty Organization, and Mr. Henry Koslowsky, director of public information.

MINUTES

The minutes of the meeting of the board on May 26, 1960, were approved as corrected, without re-reading.

RESIGNATIONS

Mrs. Laughbon moved, seconded by Mr. Voorhees, that the resignation of Mrs. Winifred Glessner McGrew, veterans clerk, be accepted as of June 30, 1960. Motion carried.

NEW APPOINTMENTS

Mr. Erickson moved that the following new appointments be approved as indicated. Mrs. Laughbon seconded the motion which carried:

- Brent Stark, photographer, June 20-August 19, at \$40 per month
- Paul Aust, manager KEWC, for fall and winter quarters at \$60 per month
- S. T. Stratton, Hudson Hall director, at \$1000 for academic year, plus apartment for fiscal year
- Loretha Howard, dining hall storeroom clerk, at \$225 per month as of May 23
- Pauline Schimke, assistant college nurse, at \$310 per month for eleven months as of June 20, 1960
- Carlos Toledo, janitor, at \$225 per month as of June 15
- Clarence Hughes, electrician, at \$315 (two steps) as of June 1
- Chester Phillips, fireman, at \$285 (base) as of July 1
- Shirlee B. Mooney, clerk, Placement Office, at \$215 (one step) per month as of June 13
- Stan Witter, acting instructor in radio, on part-time basis at hourly rate of \$6.75 for academic year 1960-61
- Alfred J. Sylvia, B. S., M. S., visiting instructor in physical education, at \$4900 for 1960-61

Leon Elbert Whiting, B.A., M.A. in Lib. Science, as
Director of Library Service, at an annual salary for
twelve months of \$9400

SUMMER SCHOOL ADDITIONS & ADJUSTMENTS

Mrs. Laughbon moved, seconded by Mr. Smith, that the following additions and adjustments in the summer school staff be approved. Motion carried.

Ellen Carstairs, consultant, Department of Mathematics, June 27-July 1-----	\$200.00
William Donner, education, seven weeks -----	900.00
William Maxson, music, from one week to full seven weeks session -----	1054.00
H. Ted Grace, for post session, education -----	314.00

NEW CAMPUS SUPPLY PROGRAM & MANAGEMENT

Mrs. Laughbon moved, seconded by Mr. Erickson, that a new position of storeskeeper be created to take care of receiving and disbursement of supplies in the new warehouse, the position to be in the clerical classification at a salary range of \$325-420, effective after July 1, 1960. Motion carried. (Job description attached)

CHANGE IN CLASSIFICATION

Mr. Erickson moved, seconded by Mrs. Laughbon, that the following changes in classification and salaries be approved. Motion carried.

Kenneth Baird, from custodian (maintenance) to storeskeeper (clerical) as of July 1 at \$3900 for twelve months (\$325 per month)
Willard Kennick, from janitor to building supervisor as of July 1 at \$310 (base pay) per month

ADJUSTMENT FOR EMERGENCY WORK

Mr. Smith moved and Mr. Erickson seconded the motion, that the plan to compensate the maintenance supervisory personnel for being on call for emergency work be approved. Motion carried.

This plan provides that the engineer will receive a sum of \$400 per year above base pay to cover all emergency work such as fixing all types of equipment, water faucets and electrical work, and that the sum of \$300 per year be added to the base pay of the foreman of grounds for all emergency work on the grounds and supervision of traffic. The letter of appointment to these supervisors will stipulate these terms

and will be acknowledged by them by signature on an agreement form.

RENTAL CHARGES FOR FACILITIES FOR EXTENSION

The Spokane City School Board recently adopted a policy requiring rental costs for classroom space used by the higher institutions giving extension classes in Spokane. This would apply to two such courses given this summer in connection with our summer session.

The Board of Trustees objected to the action of the Spokane City School Board and the chairman of the Board of Trustees of EWCE in a letter (copy attached) to the president of the Spokane City School Board expressed dissatisfaction with the action of the school board and stated the Board of Trustees objections, pointing out that unless the action is rescinded, fees for extension classes in the city of Spokane will have to be raised to cover the increased cost, or the service may need to be discontinued in Spokane.

Mr. Voorhees made the motion, seconded by Mr. Erickson, that unless the action of the Spokane City School Board is rescinded, the fees for extension classes in Spokane be raised to cover the increased cost, or the service discontinued in the city of Spokane. Motion carried.

SALARY FOR MR. DELL

The letter from Mr. Wm. R. Dell to the members of the board dated May 6, 1960 (copy attached) was read in full by the secretary. Mr. Voorhees moved and Mr. Erickson seconded the motion that the president of the college be requested to submit a proposed amendment to the bylaws to provide a means of adjustment in salary due to a change in work assignment which would be applicable when the person takes a leave for purposes of advanced academic training. This should amend the present application of the bylaws where a person may receive actually less salary when going from a twelve month to a shorter assignment. Motion carried.

A recommendation shall be presented at the next meeting of the board.

TRAVEL

Mrs. Laughon moved that the following travel be approved as indicated. Mr. Voorhees seconded the motion. Motion carried.

- Francis J. Schadegg and Mr. Charles Booth, to attend Western Resources Conference, Boulder, Colorado, August 20-29, \$115.44 total toward transportation (common carrier rate)
- Earle K. Stewart, to attend two-week workshop on College and University "Improvement of College Instruction", Corvallis, July 30-August 14, travel (\$63), per diem (\$240), fees and registration (\$41.50)
- Lehto, Robert E., EWCE representative of WEA to attend NEA convention, Los Angeles, June 24-July 1, \$123.50 transportation
- H. K. Hossom, to attend American Political Science meeting in New York, September 2-15, \$145 toward transportation

LEAVE OF ABSENCE

Mr. Erickson moved that a two-weeks military leave of absence w/pay for C. Fred Heinemann from July 3-17 be granted. Mr. Smith seconded the motion. Motion carried.

TRANSFER OF FUNDS

Mrs. Laughbon moved that the amount of \$750 be transferred from EWCE Fund as a direct allocation to the President's Expense Fund. Mr. Voorhees seconded the motion. Motion carried.

FUNDS TO MATCH DANFORTH GRANT

EWCE was one of twenty colleges of education in the United States to receive a \$10,000 grant to be used for the professional improvement of our faculty. The purpose of the grant is to enable the college to send faculty members with pay and limited expenses to study in the humanities and behavioral sciences. Dr. Patterson recommended that the college match the funds under the Danforth Grant to provide twice as many opportunities for faculty participation.

Mr. Voorhees moved and Mr. Smith seconded the motion that the program under this grant be authorized and budgeted for the 1961-63 biennium. Motion carried.

SALARY SCHEDULE FOR DINING HALL STAFF

Mr. Voorhees moved, seconded by Mrs. Laughbon that the attached salary schedule for the dining hall staff be approved, effective July 1, 1960. Motion carried.

ACCEPTANCE OF WAREHOUSE

Mr. Smith moved and Mrs. Laughbon seconded the motion that the new warehouse on the campus be accepted for payment based on the acceptance and letter from Mr. Fenn of the State Department of General Administration under date of June 16, 1960. Motion carried.

The board instructed the president to write to Mr. Charles Hodde, Director of the Department of General Administration, raising the question as to the proper and legal procedure to be followed in the future in accepting public work contracts and spelling out the legal responsibilities of the board and the Department of General Administration.

PURCHASE OF LOCAL HIGH SCHOOL

The chairman called for a report from the committee appointed to investigate the purchase of the Cheney high school. The committee consisted of Mr. Smith and Mr. Erickson who inspected the building on June 6th. Mr. Smith stated that in his opinion the proposal was a very good plan and that the building was in excellent condition. He recommended that the item of \$250,000 for purchase of the building and \$30,000 for the land be placed in the capital outlay budget for the purchase of the high school at the proper time. Mr. Erickson stated that he concurred with Mr. Smith and added that the college would have to pay three or four times the appraised value of the building to complete a language and literature structure on the campus. Mr. Smith moved that the board authorize the placing of the project in the capital outlay budget. Mr. Erickson seconded the motion. Motion carried.

LEGALITY OF OUTSIDE EMPLOYMENT

Dr. Patterson reported to the board on the answer he had received from the attorney general's office in which the opinion was given that there was no legal reason why an employee of the state could not engage in outside employment provided there were no conflict of interests. (Letter attached) It was moved by Mrs. Laughbon and seconded by Mr. Smith that Miss Loomer be given permission to continue working as nurse in the doctor's office outside of college working hours, provided it does not conflict with her working hours on the campus. Motion carried.

June 25, 1960

INFORMATIONAL ITEMS

It was reported that the attorney general's office had specifically held that it would be an illegal payment to pay out of current biennial funds the three former faculty members (Ludwig, Chapman and Crunk) who have claims against the college from a previous biennium. Attached are letters to the three individuals outlining the procedure to be following in submitting their claims to the state auditor's office for a relief appropriation by the state legislature.

The Showalter Memorial Fund has now reached \$3, 500.

The attached letter from Bruce Walker, Spokane architect, was discussed and the president was instructed to invite Mr. Walker to attend the next Spokane meeting of the board.

The attached correspondence regarding suit filed against the Purvis Construction Company was discussed.

ADJOURNED

The meeting adjourned at four o'clock, with the next meeting scheduled to be held in Bellingham at the time of the joint board meeting on July 23-24.

APPROVED

Zelma R. Morrison
Zelma R. Morrison, Chairman

W. W. Force
Wm. W. Force, Secretary
(by Fred S. Johns)

Eastern Washington College of Education
Cheney, Washington

June 17, 1960

Job Description

Position Title: Storeskeeper - Non-academic - Clerical category.

The storeskeeper shall have the responsibility of receiving, storing and issuing supplies, material, and equipment located at the college stores warehouse. This person shall maintain the necessary stock records, and inventory of said supplies, material and equipment as directed by the Supervisor of Procurement and Property for the college as a whole.

Qualifications:

High-school graduate or two years successful storeskeeper-warehouse experience.

Salary Range:

\$325 per month (\$3900) to \$420 per month (\$5,040)

Duties and Responsibilities:

1. Maintain stock record cards and inventory of all items in the warehouse.
2. Maintain prescribed stock level by Requisition.
3. Maintain the stores-warehouse in a neat and orderly fashion.
4. Receives all items shipped to the College in any means.
5. Completes receiving reports on all received items and forwards receiving report to Purchasing Office.
6. Issues items from stores-warehouse only by properly executed issuance orders.
7. Stores all items in their proper place for issue and safety.
8. Completes all reports, forms, receipts and issue slips necessary for proper functioning of stores-warehouse.

SPOKANE PUBLIC SCHOOLS

ADMINISTRATION BUILDING, WESA TRENT AVENUE

SPOKANE 1, WASHINGTON

June 7, 1960

Mr. Ramon Giles
Director of Extension Services
E. W. C. E.
Cheney, Washington

Dear Mr. Giles:

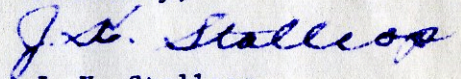
After a thorough consideration of the School Board Policy adopted recently concerning rental of classroom space to institutions of higher learning and also after consideration of your letter concerning the feelings of your institution, our Board has decided to continue the new policy as adopted.

This will mean that for any extension classes held in classrooms of Spokane School District No. 81, you will be charged a rental fee of \$5.00 per classroom per evening where only one classroom is used or \$3.00 per classroom per evening where more than one classroom is used. The usage shall not be more than four hours in length per evening for the \$3.00 rate.

It is also the decision of our Board that this rental rate would apply to the summer work shop which is to be held for Junior High teachers this summer at Sacajawea Junior High School. The rate would be \$5.00 per day on the basis of one classroom only.

If you require any further information concerning this matter, please call me. When the fall semester begins in September, I would appreciate your contacting Mr. Ray Cronrath, our Night School Principal, at Lewis and Clark High School who will make classroom assignments to you to meet your requirements.

Sincerely,



J. K. Stallcop,
Secretary

JKS/pt



June 25, 1960

Mrs. T. C. Wurth
E 7310 Eighth Avenue
Spokane, Washington

Dear Mr. Santschi: Mrs. Wurth:

The recent letter from the secretary of the Spokane School Board to Mr. Ramond M. Giles, Director of Extension Services of Eastern Washington College was the matter of great concern to the members of the Board of Trustees at our meeting today

All of our extension services in the various communities of Washington are planned and executed for the purpose of improving the professional excellence of the public school teachers of those communities. Eastern Washington College's extension classes are designed solely for the professional enrichment of teachers, and are a service to the school system in the communities in which they are offered.

Our extension classes for Sacajawea Junior High School are a particular case in point. These teachers will spend two weeks on the EWCE campus, working on programs and operational procedures for opening a new junior high school. From there the EWCE instructors and Sacajawea teachers will hold the classes in the Sacajawea junior high school to continue the work under physical conditions the teacher will encounter. All of this will benefit the Spokane school system and the individual teachers.

If the provisions of your letter must be met, EWCE would be forced to raise fees paid by your teachers in order to make our extension classes self-supporting, or else we must move them to Cheney where we would not have to pay rent.

June 25, 1960

Mrs. T. C. Wirth
E. 1310 Fifth Avenue
Spokane, Washington

We trust you will reconsider your action in those cases where the extension classes are directed to the professional improvement of Spokane teachers and the enrichment of the educational programs of your city.

Sincerely yours,

Zelma R. Morrison
Chairman, Board of Trustees
Eastern Washington College

ZRM:w

Our extension classes for Spokane Junior High School are being held in the evenings. These teachers will spend two weeks of the E.W.C. course working on programs and educational procedures. We are offering a new Junior High school from the E.W.C. Extension and Spokane teachers will hold the classes in the Spokane Junior High school to improve the working physical conditions the teacher will encounter. All of this will benefit the Spokane school system and the individual teachers.

If the provisions of your letter must be used, E.W.C. would be forced to raise fees paid by your teachers in order to have our extension classes continuing, or else we must have them to Cheney where we would not have to pay

1960

DEPARTMENT OF GENERAL ADMINISTRATION
DIVISION OF ENGINEERING AND ARCHITECTURE

Olympia, Washington

June 16, 1960

Peter J. Young & Son
East 1211 Columbia
Spokane 23, Washington

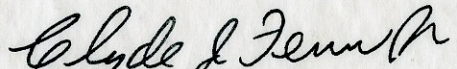
Re: Warehouse Building
Eastern Washington College of Education
Cheney, Washington

Gentlemen:

This is to advise that Contract No. 541, executed on October 7, 1960, with your company for the above captioned project has been completed as of June 1, 1960 in accordance with the terms of the contract and with the drawings and specifications related thereto.

In conformance with the terms of the contract documents and pursuant to provisions of Section 60.28.010, Revised Code of Washington referencing lien laws of Public Works Contracts, the above contract is accepted as of June 16, 1960.

Very truly yours,


CLYDE J. FENN, JR.
Supervisor

CJF/lb

cc: Agency (2)
Budget
Auditor

Mar. 18, 1960

Mrs. R. R. Morrison
Chairman
EWC Board of Trustees
458 West 21st
Spokane, Washington

Dear Mrs. Morrison,

I am writing to you to ask that the board of trustees review my status at the college, the salary which has been set for me for 1960-61 and the by-laws as they relate to my academic rank for the past seven years.

I make this request even though I have applied for and have been granted a leave of absence for the 1960-61 year to complete further work on my Ph.D. at Northwestern. I would like nothing better than to return to Eastern this year and we fully intend to return at the end of the following year. Because we are determined to come back as soon as I finish my graduate program here, and because the salary established now will determine my salary when I return, I am requesting that you make a review of my situation which I consider unique as it now stands.

Here is my complaint and the background to that complaint:

My salary for 1959-60 was set at \$7600, \$5700 (the maximum for the instructor rank) for my teaching responsibilities and \$1900 for my administrative duties.

For 1960-61 I have received a promotion to the rank of assistant professor and my salary for the academic year has been set at \$6200. This with summer school would bring my total income for the year to \$7171 or approximately \$429 under the income level established for me for 1959-60. I think this is one of those strange situations which could only occur in the teaching profession.

It is totally incomprehensible to me that a competent faculty member who has performed capably for six years should be asked to return at a decrease in income after spending considerable time meeting his institution's self-imposed standards for greater academic proficiency. I think I might very well be the first faculty member at Eastern ever asked to accept a pay cut with a promotion.

Under normal circumstances, faculty members on leave doing graduate study accrue whatever general increment and increases are given to the faculty, and thereby return to the school at a higher salary than when they left. I am not asking for an increase. I am only asking to hold the income level set by the administration when I went on leave.

I would like to point out that my basic salary of \$5700 was reached two years ago and my salary advances since then have been for my administrative duties. I think that for \$1900 annually (and less in previous years) I was providing some sort of a bargain both in quality and volume in the public information

and publications responsibilities. I would also like to mention that during my six years at Eastern I taught summer school every year without extra pay. That duty was considered in my total salary. The decrease has been justified to me on the basis that I am taking a new position.

Let me present my side of the case on that issue: In the first place, I am not a new faculty member, but one whose capability has been demonstrated. I started teaching at Eastern in 1953 when I was hired as director of public relations and instructor in journalism. For the first three years I handled all of the college's publicity and publications, did much of the school's photography for both of those duties and in addition taught as many as 13 hours a quarter, or nearly a full teaching load. My salary for the first year was \$4800.

By the end of the third year Dr. Patterson reduced my teaching load to allow me to devote more attention to the public information responsibilities.

During the six years I held the teaching and administrative positions, I at the same time held many other responsibilities. I was chairman of the college publications committee, responsible for the preparation and production of college publications such as the high school contact booklet published a year ago.

For four years I was advisor to the student paper and to the student publications board and responsible for the budget and supervision of the paper.

I was acting chairman of the journalism department for five years (acting because I was only as instructor in rank and chairman must hold the assistant professor rank to hold the permanent title), and in that position I was responsible for the journalism curriculum, the department budget, departmental administrative duties.

Other duties and responsibilities I held at Eastern:

President of the EWCE chapter of the American Association of University Professors in 1957-58 and a member of the chapter for five years. Adviser to the Campus Young Democrats for five years. Member of the college discipline committee for three years and twice appointed chairman of that committee by the administration.

In addition, I think it is to my credit and to the school's credit that I was last year awarded one of 60 Danforth Foundation grants given to teachers among something like 500 applicants recommended from schools all over the nation. The competitive grant was awarded on the basis of my academic record and on my record as a teacher. I am proud to be the first Eastern faculty member ever to win the grant.

I am confident that I performed capably in the public information job, in the publications duties and as a teacher at Eastern. My point in recounting my experience is that in my mind if that service was not worthy of a promotion during the six years I was on the active staff then I have a totally distorted

view of the kind of service which merits advancement.

During those six years that I remained in the instructor rank I was three times recommended for a promotion by my division chairman and twice approved by the faculty council, the last time (excluding this year's recommendation) by a unanimous vote I have been told.

It is for this reason--the fact that I was held at the bottom rank while other faculty members, who I am convinced gave no better service and performed no more capably, were promoted to the top ranks--that I feel a salary cut is simply not warranted.

The dilemma I face is that for six years I was denied a promotion because I lacked 24 credit hours demanded by an inflexible interpretation of the by-laws. But now that I have the 24 hours and considerably more, I am asked to take a cut in income.

Dr. Patterson's reason for disapproving my promotion each time the faculty council recommended it was that I lacked the required graduate hours. The by-laws call for 90 graduate hours for the assistant professor rank and I had only 67. However, the council recommended my promotion under section 3, article VII--which reads: "It is recognized that in some cases a strict adherence to the provisions of section 2 herein would deprive the school of services of some desirable persons who, because of exceptional qualifying experience and exceptional records of achievement in a particular field, may be of great value to the instructional program offered by the college. In such cases the restrictions imposed may be waived by the president, with the approval of the board."

Dr. Patterson explained to me on both occasions that he could not promote me because he felt that the promotion would set a precedent by which other faculty members would ask for the consideration under the same section of the by-laws.

It was my position then and it is my position now that I should not have been denied promotion solely on the basis that others might ask for like treatment. I think my case should have been judged on its merits and other faculty members given the same consideration.

I am convinced that the five years of professional news experience which I have, not including my experience at Eastern, more than made up for the 24 hours of graduate study which I lacked. I know that in the major schools of journalism (Northwestern, for example) professional news experience is a must for faculty members. But it seems to me that a strict adherence to the credit hour requirements at Eastern in effect has penalized me for my professional news experience.

My question is this: Would I have performed more capably as news and publications director and as a teacher of journalism without my professional news experience but with the 24 hours of graduate study? I think not. I think my experience was of far greater value to the school, both in my administrative and teaching duties, than the 24 hours I lacked. I believe that evidence of

that is given in the quality of my performance in both duties.

It is for these reasons that I am especially reluctant to accept any salary decrease. Had I been promoted to assistant professor at either time that I was recommended, I would now be eligible, by the credit hour requirements of the by-laws, I believe, at as much for the academic year as I am being offered for the academic year and summer school combined.

I concur with Dr. Patterson's decision to separate the two positions which I held. I believe that both jobs suffered because of the divided responsibility and attention.

After I received the Danforth grant, President Patterson informed me that he intended to divide the responsibilities as soon as it was feasible and he gave me a job preference. I informed him at that time that because I had accepted the grant I would feel morally obligated to take the teaching position at such time as the jobs were actually separated. (The Danforth grants are given only to teachers and not to full-time administrators.) No date was discussed for separating the duties and no salary was discussed at that time.

I accepted the idea of the full-time teaching position in good faith, even though at one time I would have preferred the administrative duties, but I did not expect that I would be asked to accept a loss in income upon my return.

You may think that I am making too much of an issue over a loss of approximately \$429 annually. Well, my only answer to that is that I am at the stage in my career where I expect to be going forward financially not backward, even at \$429 a year. And multiplying that figure by the three years which is accepted as the minimum time in rank at Eastern, I would love more than \$1200 before being eligible for a jump in rank.

Add to that the loss in retirement benefits and social security contributions which faculty members on leave of absence lose, and the proposed salary cut becomes even less attractive.

You may feel that if I am dissatisfied with the salary offer, I should look elsewhere. I'm sure I could find another job as a new faculty member in another school which would be equal in salary or perhaps better than what I have been offered to return. But as I have told you, we want to come back to Eastern. We like it there. (I'll tell you frankly that my family applies daily pressure on me to get them back to Cheney!)

I make this appeal without rancor and without ill will. I fully understand Dr. Patterson's position. I'm only asking that you consider my position. If the by-laws are at fault, then only the board of trustees has the power to alter those by-laws. But I do not believe that my salary has been held back by the by-laws nor do I believe a promotion during the six years I was on the staff would have been a violation of the by-laws.

I make this appeal partly for myself and partly as a representative of my

profession. I do not believe that any teacher does a service to the advancement of salary standards by accepting less money than he is entitled to or has earned. And I do not believe that salaries are yet at the level where a teacher can afford a lack of concern over the possibility of a loss in income.

Dr. Patterson has mentioned to me a project which he expects I might be able to direct for the school when I return. The project is to develop a public information program for the public schools. I heartily concur in the idea and I will be delighted to undertake the task, if it materializes. But I do not want an "extra" job figured as a factor in my annual income. I feel I am entitled to earn a salary equal to the salary set for me for 1960-61 in the services which I am expected to perform as a full-time staff member. Many teachers, I would like to point out, make as much as \$800 or more on such "extra" as correspondence and extension courses and that money is not figured as a part of their basic salaries.

I write this letter with great reluctance. I hesitate to burden you with another problem on top of what I know to be a volume of problems. But I simply cannot face a loss of income after the years I have put in at Eastern without appealing that decision. I am not asking for favoritism. I ask only that my case be considered on its merits. I suggest that my case has several extenuating circumstances which make it unique. It seems to me that a blanket interpretation of the rules cannot cover every case equitable and justly and I believe my case is one of those exceptions to the rules.

I believe I should receive a basic salary for the academic year which combined with summer school would keep my salary at least at the level at which I left.

I tell you with complete candor that I intend to return to Eastern no matter what is the final decision in my case, and I will return without rancor if the decision is against my appeal.

Our friends are in the Spokane area; we want to bring up our children there, and I have a deep affection for Eastern. I want to assure you, too, that I have a great personal respect for Dr. Patterson.

I am simply asking you to consider whether by any standard a salary decrease is justified in my case.

Sincerely,

(Wm R. Dell)

cc: Mr. Smith
Mrs. Laughon
Mr. Erickson
Mr. Voorhees
Dr. Patterson

JOB TITLE	NAME	PRESENT RANGE	REC. RANGE	PRESENT SALARY	REC. SALARY-1960
Head Cook	Schroder, Vera	220-290	220-300	275	290
1st Asst. Cook	Boyes, Ellen	220-260	220-265	250	265
Gen. Helper to 1st Asst.	Spenser, Ruth	180-220	200-250	210	225
2nd Asst. Cook	Rupp, Henrietta	220-250	225-260	245	260
1st. Asst. Br. & Lunch Cook	Schroder, Edna	190-215	200-235	200	215
2nd Asst. Br. & Lunch Cook	Anderson, Ella	180-235	18-235	200	210
1st Salad Cook	Reischl, Anna	200-225	200-240	225	240
Asst. Salad Cook	Allen, Rhio	180 -200	180-225	190	205
Relief - Kitchen *		185-205	185-250		
Relief - General *		180-220	200-250		
Relief - Rest Period *		180-210	180-225		
Pastry Head Cook	Delabarre, Emma	205-230	225-250	230	245
Asst. Pastry Cook	Schmidt, Lena	180-220	200-235	220	235
Pastry Relief	Schmiedehausen, Elsa	180-220	180-220	200	215
Pastry Relief *		180-220	180-220		
Early Dishroom	Shields, Goldie	180-225	180-225	210	225
Late Dishroom *	Fitzner	180-225	180-225	195	200
Gen. Help Dishroom *	Shinn, Grace	180-225	180-225	210	225
Early Dining Room	Trimble, Ethel	180-225	180-225	195	210

JOB TITLE	NAME	PRESENT RANGE	Rec. Range	Present Salary	Rec. Salary-1960
Late Dining Room *		180-225	180-225		
In-Service Trainee *		180-205	180-225		
Counter, Early *		190-245	290-245		
Counter Late *		190-245	190-245		
Asst. Dietitian *		300-375	375-500		
Relief Dietitian * Dining Hall Ass't.	Harter, Mary	\$16.00 a day	\$17.00 a day		
Storeroom Clerk	Howard, Loretha	220-250	220-250	225	225
Student Help		\$1.00 per hour			
Hourly Workers *		\$1.05 - 1.30 per hr.	1.05-1.45 per hour		



STATE OF WASHINGTON

JOHN J. O'CONNELL

ATTORNEY GENERAL

OLYMPIA, WASHINGTON



June 23, 1960

Honorable Don S. Patterson
President, Eastern Washington
College of Education
Cheney, Washington

Dear Sir:

This is written in reply to your letter previously acknowledged in which you requested an opinion of this office on the following question:

Is it legal for a full-time employee of a state college to hold another part or full-time position?

The factual situation giving rise to your request is clearly and concisely stated in a letter we received from Dr. Hagie, Dean of Students: A nurse employed in the college infirmary at night is also employed at a doctor's office in Cheney during the day.

We have examined the Constitution and statutes of this state relating to public employment generally but have failed to find any provision which we feel would prohibit the outside employment here in question. Thus, from the information you have made available to us, it is our opinion that there is nothing illegal in the nurse being employed by the college and a private physician at different hours during the day. Of course, if there were any conflict created by the two employments it would be improper for the person to continue to hold both positions. However, you have not indicated that there is any such conflict.

In passing, we should like to direct your attention to chapter 320, Laws of 1959 (Chapter 43.22 RCW) which prescribes a code of ethics for public officers and employees. The purpose or

19

Honorable Don S. Patterson

-2-

June 23, 1960

policy desired to be accomplished by this act is clearly and expressly stated in section 1 thereof as follows:

"It is declared that the high moral and ethical standards among the public servants are essential to the conduct of free government; that a code of ethics for the guidance of public officers and employees is necessary in order to eliminate conflicts of interest in public office, improve standards of public service, and promote and strengthen the faith and confidence of the people of Washington in their government."

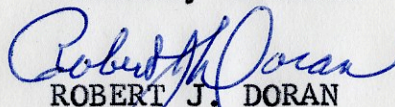
The act applies to any State Agency which term is defined as "any state board, bureau, department, division, or tribunal other than a court." Colleges of Education or, the governing body thereof, the boards of trustees, are agents or instrumentalities of the state of Washington (see Pape v. Armstrong, 47 Wn. (2d) 480, 287 P. (2d) 1018; State ex rel. Pate v. Johns, 170 Wash. 125, 15 P. (2d) 693) and, therefore, we feel, are subject to the above act.

Although we do not believe that this act has any application to the instant factual situation, we would suggest that you examine the act because, at the present time, you are in a better position than this office to determine possible violations. If you have any additional facts which you desire to bring to our attention or which might affect the conclusions stated herein, please advise this office in order that we may completely and properly advise you on this matter.

We trust the foregoing will be of assistance to you.

Very truly yours,

JOHN J. O'CONNELL
Attorney General



ROBERT J. DORAN
Assistant Attorney General

RJD:ab

June 9, 1960

Mrs. Albert Ludwig
609 A College Avenue
Modesto, California

Dear Mrs. Ludwig:

In order to make certain that you know the procedures that should be used to bring about the monetary settlement for the contracts that were terminated in 1953, I am taking the occasion to write you this letter.

The Board of Trustees, the attorney general, and I have endeavored to make all efforts to clear this matter. The final cash settlement which to date you have not accepted is still, of course, open to you. Dr. Roger Chapman has made appeals to the Board of Trustees that he be granted the settlement and it has been decided that the original offer is still available to the three who did not accept the settlement when it was originally offered.

The attorney general's office through Mr. Gerald Collier has informed Dr. Chapman that he must submit his claim on certain vouchers which the attorney general's office furnished to Dr. Chapman. Should you wish to avail yourself of this settlement you should write to Mr. Gerald Collier, Assistant Attorney General, whose office is located in the Temple of Justice, Olympia. Mr. Collier will immediately forward to you the proper forms and instructions. The voucher then would be returned to Mr. Cliffe Yelle, the auditor of the State of Washington, who would submit your claim to the next session of the legislature which will meet in 1961. The claim would bear the approval and recommendation of the attorney general and the legislature would no doubt vote a relief appropriation.

It is certainly the desire of all the members of the Board of Trustees and myself that you be fully informed regarding this claim. I have written to Dr. Roger Chapman

June 9, 1960

and asked that if he should be in communication with you that he also inform you of these procedures.

If you have any further questions or if you feel that I might assist you in any way, please write to me.

Very truly yours,

Don S. Patterson
President

DSP:w

The Board of Trustees of the University of California has been advised that the Board of Trustees of the University of California has decided to grant the settlement and it has been decided that the original settlement will stand in its entirety and no part of the settlement shall be retroactively altered.

The attorney general's office through Mr. Gerald Collier has informed Dr. Channing that he must explain the claim of certain workers which is contrary to the public policy of the State of California. It is your wish to explain the call of this settlement you should write to Mr. Gerald Collier, Assistant Attorney General, whose office is located at 1000 Bank of America Building, San Francisco, California 94102. Please forward to you the proper forms and instructions. You would then would be returned to Mr. Collier. The Director of the State of Washington who would be returned to the main session of the legislature which will meet in 1961. The claim would bear the approval and recommendation of the attorney general and the legislature would be required to vote a related legislation.

It is certainly the desire of all the members of the Board of Trustees and myself that you be fully informed regarding this claim. I have written to Mr. Roger Chapman

May 6, 1959

Dr. Roger W. Chapman
1025 Enslin
Modesto, California

Dear Dr. Chapman:

The Board of Trustees had a recent meeting May fourth but was not able to give consideration to your request. The members present did not take up the matter because of two reasons: Only three members were present. It was my feeling that the entire membership should be present for the discussion and decision. Then, too, a request for an opinion from the attorney general had not as yet been received.

It is anticipated that the matter can be discussed at the June meeting and a reply sent to you soon after.

Sincerely yours,

Don S. Patterson
President

DSP:w

June 9, 1960

Miss Dorothy Crunk
Assistant Professor of Business Education
Ball State Teachers College
Muncie, Indiana

Dear Miss Crunk:

In order to make certain that you know the procedures that should be used to bring about the monetary settlement for the contracts that were terminated in 1953, I am taking the occasion to write you this letter.

The Board of Trustees, the attorney general, and I have endeavored to make all efforts to clear this matter. The final cash settlement which to date you have not accepted is still, of course, open to you. Dr. Roger Chapman has made appeals to the Board of Trustees that he be granted the settlement and it has been decided that the original offer is still available to the three who did not accept the settlement when it was originally offered.

The attorney general's office through Mr. Gerald Collier has informed Dr. Chapman that he must submit his claim on certain vouchers which the attorney general's office furnished to Dr. Chapman. Should you wish to avail yourself of this settlement you should write to Mr. Gerald Collier, Assistant Attorney General, whose office is located in the Temple of Justice, Olympia. Mr. Collier will immediately forward to you the proper forms and instructions. The voucher then would be returned to Mr. Cliffe Yelle, the auditor of the State of Washington, who would submit your claim to the next session of the Legislature which will meet in 1961. The claim would bear the approval and recommendation of the attorney general and the legislature would no doubt vote a relief appropriation.

It is certainly the desire of all the members of the Board of Trustees and myself that you be fully informed

June 9, 1960

regarding this claim. I have written to Dr. Roger Chapman and asked that if he should be in communication with you that he also inform you of these procedures.

If you have any further questions or if you feel that I might assist you in any way, please write to me.

Very truly yours,

Don S. Patterson
President

DSP:w

RECEIVED
JUN 10 1960

October 3, 1957

Miss Dorothy Crunk
Assistant Professor of Business Education
Ball State Teachers College
Muncie, Indiana

Dear Miss Crunk:

This will certify that you were on the faculty of Eastern Washington College of Education from September, 1950, through June, 1953, as instructor in secretarial science.

Very truly yours,

Don S. Patterson
President

DSP:w

STATE OF INDIANA
BALL STATE TEACHERS COLLEGE
MUNCIE

Department of Business Education

September 27, 1957

Registrar
Eastern Washington College of Education
Cheney, Washington

Dear Sir:

Will you please send to me a verification of my teaching at Eastern Washington College from September, 1950, through June, 1953. I should like this information as soon as possible for my proof of experience record at Ball State Teachers College where I am now teaching.

Sincerely yours,

Dorothy Crunk

(Miss) Dorothy Crunk
Assistant Professor of
Business Education

dc:skj

OCT 3 1957

November 18, 1959

Mrs. Albert P. Ludwig
609 A College Avenue
Modesto, California

Dear Mrs. Ludwig:

This reply to your letter is long, long overdue. I have tried to write many times but seem unable to make my words express what I really wish to say.

Personally, and as chairman of the Board of Trustees, I was happy when we received the letter from Dr. Chapman asking reconsideration of the action of the previous board in the cases of Dr. Ludwig, Dr. Chapman and Miss Crunk. I was happy personally because when I accepted appointment to the board I had in the back of my mind the righting of those wrongs. I was happy as board chairman because it gave the present board a chance to restore to the college the academic integrity I felt had been lost in the dark days of 1953 and 1954.

When we took the action we thought we vindicated Dr. Ludwig and the other two completely and absolutely and without reservation. Such was our intention and we thought we had done so to the fullest.

We did not dwell long on the monetary considerations because we thought the big thing was vindication. We were obliged, of course, to consult the attorney-general as to the legality of payment and the source from which the money could be procured after three biennia had passed. To our minds the recommendation of the amount of reimbursement carried no connotation of anything less than full and complete vindication. We felt if it had to be explained to the legislature, they would accept the formula without argument.

Mrs. A. P. Ludwig, p. 2

November 18, 1959

Believe me, no one could possibly have felt more strongly about the injustices the faculty suffered starting in 1951 than I. Dr. Patterson said he could not find an iota of evidence supporting the dismissals and I am positive that he had no mental reservations nor any desire to see less than full vindication.

Sincerely,

(Mrs. R. R. Morrison)

P. S. : When and if you come north, please call me. I would love to see you.

June 9, 1960

Dr. Roger Chapman
1025 Enslin
Modesto, California

Dear Dr. Chapman:

The attorney general's office of the State of Washington has informed us that you have not filed the vouchers sent you to settle your claim for reimbursement in connection with the settlement of your contract that was terminated in 1953. It is our concern that perhaps you may not understand completely the procedures involved.

It is our understanding that the attorney general's office has sent the vouchers for you to complete with the instructions that your claim would then be filed with the office of Mr. Cliffe Yelle, the auditor of the State of Washington. Mr. Yelle would then submit your claim to the legislature at its next session in 1961 and the attorney general would recommend to the legislature that the claim be authorized in a special relief appropriation. This procedure is necessary because it is unlawful for the college to make a payment from a current biennial appropriation for service rendered in a previous biennial period.

Since the vouchers were sent to you several months ago and have not yet been filed with the auditor, it seemed proper that we should communicate directly with you to make sure that you are aware of the necessary steps to be taken.

The attorney general's office, through Mr. Gerald Collier, has also stated that since you do not actually represent Miss Crunk or Mrs. Ludwig, it will be necessary for them to request the official forms from the attorney general's office in the same manner as you and the vouchers would be

June 9, 1960

sent to them and would be handled in the same manner as your claim will be handled. Letters informing Mrs. Ludwig and Miss Crunk of their rights from this office will be sent to them directly, but if you are in communication with Miss Crunk and Mrs. Ludwig, it would be off assistance to them if you would also inform them of the situation in regard to the payment of the claims.

If you have further questions regarding this matter, please communicate with me.

Very truly yours,

Don S. Patterson

President

DSP:w

cc-Morrison

June 9, 1960

Mrs. Zelma R. Morrison
Olympia Courts, # 19
912 Capitol Way
Olympia, Washington

Dear Zelma:

We heard today from Mr. Collier, assistant attorney general, this morning and he informs us that money can not be taken from one biennium to pay for obligations of a previous budget period. The procedure to be followed is to have a claim filed by the individuals. There is a voucher for this purpose. Mr. Collier has send copies for the use of Dr. Chapman, Mrs. Ludwig and Miss Crunk. To date he has not received any declared claim from either of the individuals. When the claims are received by the attorney general's office they will be referred to the state auditor's office, who in turn will present what is called a relief appropriation to the legislature. Mr. Collier indicated that this was a rather common practice and a number of these are processed each session of the legislature.

I know that you have written Mrs. Ludwig and as I recall you have her address. I am sending you a letter for her which we have been instructed to send, since Dr. Chapman has not been in communication with the other two people. Copies of the letters are enclosed for your information.

Very cordially yours,

Don S. Patterson
President

DSP:w

+ Address found & letter sent direct to Mrs L.

Bid agenda

June 21, 1960

WALKER • McGOUGH • TROGDON, ARCHITECTS

Dr. Don S. Patterson, President
Eastern Washington College of Education
Cheney, Washington

Dear Dr. Patterson:

I notice in the recent news that your application for College Housing has been expedited with the passing of the housing measure in the Senate. I assume that you are contemplating an additional housing project. If so, we would be sincerely grateful if our firm would be considered for the architectural services for this work.

We have had considerable experience along this line with our Married Student Housing Project for Washington State University which provided 100 family units, and our more recent Women's Dormitory which is now under construction on the W.S. U. Campus, which provides dormitory space for 614 girls.

We would consider it a great pleasure and opportunity to discuss further our qualifications with you.

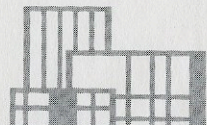
Sincerely yours,

Bruce M. Walker

Bruce M. Walker, AIA
WALKER, McGOUGH & TROGDON
Architects

*Spokane
next meeting of BL*

BMW:jl



North Nine Post Street

Spokane 1, Washington

18-D

In the Superior Court of the State of Washington
for SPOKANE County

K P EXCAVATING CONTRACTORS, INC.,
a corporation,

Plaintiff

vs.

JAMES P. PURVIS, doing business as
PURVIS CONSTRUCTION COMPANY;
EASTERN WASHINGTON COLLEGE OF
EDUCATION; and GENERAL INSURANCE
COMPANY OF AMERICA, a corporation,

Defendants

No. 159323

SUMMONS

THE STATE OF WASHINGTON TO

JAMES P. PURVIS, doing business as PURVIS CONSTRUCTION COMPANY;
EASTERN WASHINGTON COLLEGE OF EDUCATION; and
GENERAL INSURANCE COMPANY OF AMERICA, a corporation

YOU AND EACH OF YOU ARE HEREBY SUMMONED to appear within twenty (20) days after the service of this Summons, exclusive of the day of this service if served within the State of Washington, and sixty (60) days if served out of the State of Washington, and defend the above entitled action in the Court aforesaid; and in the case of your failure so to do judgment will be rendered against you according to the demand of the Complaint, which will be filed with the Clerk of said Court, a copy of which is herewith served upon you; and you are required to answer the Complaint and serve a copy of your answer upon the undersigned, at their address below stated, within said time.

Office and Post Office Address:

509-512 Radio Central Building
Spokane, Washington

Joseph Wappi
Attorneys for Plaintiff.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF SPOKANE

K P EXCAVATING CONTRACTORS, INC.,)	No.
a corporation,)	
)	COMPLAINT
Plaintiff,)	
)	
vs.)	
)	
JAMES P. PURVIS, doing business as)	
PURVIS CONSTRUCTION COMPANY;)	
EASTERN WASHINGTON COLLEGE OF)	
EDUCATION; and GENERAL INSURANCE)	
COMPANY OF AMERICA, a corporation,)	
)	
Defendants.)	

Plaintiff alleges:

I

Plaintiff is now and at all times herein mentioned was a corporation organized and existing under and by virtue of the laws of the State of Washington with its principal office in the City of Spokane, State of Washington, and has paid its annual corporation license fee last past due to the State of Washington.

II

Defendant James P. Purvis is owner of a general contracting business known as the PURVIS CONSTRUCTION COMPANY, and does business under said name within the State of Washington.

III

The defendant GENERAL INSURANCE COMPANY OF AMERICA, is, and at all times herein mentioned was a corporation organized and existing under and by virtue of the laws of the State of Washington, and doing business in the State of Washington, as a corporation surety on bonds required by law.

IV

Defendant EASTERN WASHINGTON COLLEGE OF EDUCATION is a public institution of higher learning in the State of Washington located at Cheney, Washington, having its existence under the laws of the State of Washington; that pursuant to the laws of the State of Washington, is governed by a Board of Trustees. Said Board is vested with powers, among others, to have charge of the construction of buildings pertaining to the institution. This defendant is hereinafter referred to as "defendant College".

V

Heretofore on or about the 11th day of August, 1958, the defendant Purvis Construction Company entered into and executed a written contract with the defendant College for the prosecution and completion of certain public work on the campus of said defendant College at Cheney, Washington, which said work was designated as the Campus School Building. Simultaneously with the execution of said contract as aforesaid, namely, on or about the 11th day of August, 1958, the defendant Purvis Construction Company as principal, and the defendant General Insurance Company of America, as surety, in accordance with the requirements of Chapter 28, Section 1, Laws of the State of Washington of 1915 (39.08.010 Revised Code of Washington), made executed and delivered to the Board of Trustees of the defendant College their penal bond in the amount of \$258,034.00, conditioned, among other things, that said defendant, Purvis Construction Company, should faithfully perform all the provisions of the contract and pay all laborers, mechanics, and subcontractors, and material men, and all persons who shall supply such person or persons, or subcontracts, with provisions and supplies for the carrying on of such work or contract.

VI

Thereafter said defendant Purvis Construction Company commenced the performance of said contract and has been paid by the defendant College for the performance of said contract, except the sum of approximately \$5,000 which has been retained by said defendant College as a reserve fund.

VII

During the course of said work, the defendant Purvis Construction Company entered into a subcontract with one Reuben E. Frey to perform excavation work on said Campus School Building. During the course of said work the plaintiff, at the special instance and request of said sub-contractor, Reuben E. Frey, commencing in September of 1958 and continuing through May of 1959, furnished for the use of the construction of said Campus School Building rental equipment - fully manned, including labor, trucks, crawler type tractors and power shovels, which supplies and labor and equipment were intended to be and were used in the construction called for by said contract with the prime contractor, the defendant Purvis Construction Company.

VIII

The balance due to the plaintiff for the furnishing of the above supplies, labor and material is the sum of \$3,837.94, which said sum has not been paid nor any part thereof and there is now due and owing from the defendant Purvis Construction Company for said work to the plaintiff the sum of \$3,837.94 plus interest at the rate of 6% per annum from May 30, 1959.

IX

On or about February 13, 1960, the Board of Trustees of the defendant College accepted the work of the defendant Purvis Construction Company by affirmative action of said governing board of said defendant.

Heretofore, namely on March 9, 1960, and within thirty days after the completion of said contract and the acceptance of said work by the affirmative action of the Board of Trustees of the defendant College, the plaintiff presented to and filed with the Board of Trustees of defendant College a Notice of Claim of Lien, in writing, pursuant to and in compliance with Chapter 28, Section 2, Laws of the State of Washington of 1915 (39.08.030 Revised Code of Washington). A copy of said Notice is attached hereto, marked Exhibit "A" and by this reference made a part hereof as if fully set forth herein.

XI

In accordance with the requirements of Chapter 236, Laws of 1955 (Codified as R.C.W. 60.28.010 et. seq.) from monies earned by the prime contractor, defendant Purvis Construction Company, on estimates during the progress of the improvement and work on the Campus School Building at defendant College, the defendant College retained a reserve fund from said monies for the purpose required by said law, which sum is approximately \$5,000.00.

XII

Heretofore, namely on the 9th day of March, 1960, and within thirty (30) days after the completion of said contract and the acceptance of said work by the affirmative action of the Board of Trustees of the defendant College, the plaintiff presented to and filed with the Board of Trustees of the defendant College a notice in writing of its claim, against the reserve fund retained by the defendant College, pursuant to and in compliance with Chapter 236 Laws of 1955 (Codified as R.C.W. 60.28.010, et. seq.). A copy of said Notice is attached hereto, marked Exhibit "B" and by this reference made a part hereof as if fully set forth herein.

WHEREFORE, plaintiff prays for judgment against the defendant James L. Purvis, doing business as Purvis Construction Company and defendant General Insurance Company of America, in the sum of \$3,837.94, together with interest thereon at 6% from May 30, 1959, together with the sum of \$1,000 as attorney's fees, and together with its costs and disbursements herein incurred; that the lien on the reserve fund be foreclosed and said fund to be set over to the plaintiff and be applied toward the satisfaction of the judgment herein, and plaintiff have judgment against the defendants James L. Purvis, doing business as Purvis Construction Company and defendant General Insurance Company of America, for any deficiency that may remain after the setting over of the reserve fund, and such other and further relief as may be proper.

Joseph Nappi
Attorney for Plaintiff

STATE OF WASHINGTON)

ss.

County of Spokane)

TED KARY, being first duly sworn, upon oath, deposes and says:

That he is the President of the plaintiff corporation in the above entitled action; that he has read the above and foregoing Complaint, knows the contents thereof, and the same is true of his own knowledge.

Ted Kary

Subscribed and sworn to before me this 17th day of June, 1960.

Joseph Nappi
Notary Public in and for the State
of Washington, residing at Spokane

NOTICE OF CLAIM OF LIEN

TO: Board of Trustees
Eastern Washington College of Education
Cheney, Washington

Gentlemen:

Notice is hereby given that the undersigned, K.P. EXCAVATING CONTRACTORS, INC., a corporation, has a claim in the sum of \$3,837.94 against the bond taken from Purvis Construction Company, 5019 E. Sprague Avenue, Box 64, Yardley, Washington, as principal, and General Insurance Company of America, as surety, for the furnishing, by the undersigned, of rental equipment - fully manned, including labor, crucks, crawler type tractors and power shovels, for the Campus School Building, Eastern Washington College of Education, Cheney, Washington, which was furnished to the sub-contractor, Reuben Frey, of the prime contractor, Purvis Construction Co., during the period September 1958 through May, 1959.

Dated this 9th day of March, 1960.

K.P. EXCAVATING CONTRACTORS, INC.

BY /s/ Ted Kary
President

E. 8017 Cataldo
Spokane, Washington

The original of the above notice of Claim of Lien was received and filed this 9th day of March, 1960.

BOARD OF TRUSTEES
EASTERN WASHINGTON COLLEGE OF EDUCATION

BY /s/ William W. Force
William W. Force, Secretary

NOTICE OF CLAIM OF LIEN

TO: Board of Trustees
Eastern Washington College of Education
Cheney, Washington

Gentlemen:

Notice is hereby given that the undersigned, K.P. EXCAVATING CONTRACTORS, INC., a corporation, does hereby claim a lien in the sum of \$3,837.94 against the reserve fund retained by you in accordance with Chapter 236, Laws of 1955 (Codified as R.C.W. 60.28.010, et seq.), from monies earned by the contractor, Purvis Construction Co., on estimates during the progress of the improvement and work on the Campus School Building, Eastern Washington College of Education, Cheney, Washington, for the furnishing, by the undersigned, of rental equipment - fully manned, including labor, trucks, crawler type tractors and power shovels, on said Campus School Building job to the subcontractor, Reuben Frey, of the prime contractor, Purvis Construction Co., during the period September 1958 through May, 1959.

Dated this 9th day of March, 1960.

K.P. EXCAVATING CONTRACTORS, INC.

BY /s/ Ted Kary
President
E. 8017 Cataldo,
Spokane, Washington

The original of the above notice of Claim of Lien was received and filed this 9th day of March, 1960.

BOARD OF TRUSTEES
EASTERN WASHINGTON COLLEGE OF EDUCATION

BY /s/ William W. Force
William W. Force, Secretary



STATE OF WASHINGTON

JOHN J. O'CONNELL
ATTORNEY GENERAL
414 COLUMBIA BLDG.
SPOKANE, WASHINGTON

3

April 6, 1960

Dr. William W. Force
Comptroller
Eastern Washington College of Education
Cheney, Washington

Re: Retained Percentage Claim,
K. P. Excavating Contractors,
Inc. vs. Purvis Construction Co.

Dear Doctor Force:

Arrangements have been completed for releasing the retained percentage monies due Purvis Construction Co. It is my feeling that by holding \$5,000.00 of the \$40,000.00 in your hands that we will be adequately protecting the one lien claimant and its claim of \$3,837.94. You have already advised me that you have received a release from the Tax Commission in this matter, so we need not worry about unpaid taxes.

I have been in touch with Mr. Pat Winston, attorney for Purvis Construction Co., and he has agreed to give us his \$5,000.00 check in exchange for your \$40,000.00 one. The \$5,000.00 can then be deposited to the school's account and held until this matter is finally settled or suit is brought by the lien claimant. We have previously discussed the pertinent statute (RCW 60.28.030) which required the lien claimant to commence suit within four months after filing his claim.

I trust we will be able to get together and dispose of this matter in the near future.

Very truly yours,

JOHN J. O'CONNELL
Attorney General

Michael J. Cronin
MICHAEL J. CRONIN
Assistant Attorney General

MJC:bjb
cc: Mr. Pat Winston

LAW OFFICES OF
KEITH, WINSTON & REPSOLD
SPOKANE & EASTERN BUILDING
SPOKANE 4, WASHINGTON
RIVERSIDE 7-8004

LYLE KEITH
PATRICK H. WINSTON
NELSON B. REPSOLD
E. LAWRENCE WHITE
ROBERT J. MC NICHOLS
LEO J. DRISCOLL

April 7, 1960

**Eastern Washington College of Education
Cheney,
Washington**

Re: **Campus School Building
Purvis Construction Company
Claim of K-P Excavating Co.**

Gentlemen:

With respect to the above contract, the work has heretofore been accepted by your Board and the retained percentage on the contract payable subject to the claim of K-P Excavating Company

We acknowledge receipt from you of State of Washington Warrant No. B-172690 in the amount of \$40,020.99 in full payment of retained percentage on the above project.

In protection of the claim of K-P Excavating Company pursuant to statute, R.C.W. Chapter 60.28, we are delivering to you herewith Cashier's check No. 95636 of the Seattle-First National Bank, Spokane and Eastern Branch, in the amount of \$5,000.00 as a deposit to be held by you in lieu of retained percentage and under the provisions of such chapter, R.C.W. 60.28.

Very truly yours,


P. H. Winston

PHW:bc
encl.

cc-Purvis Construction Co.
cc-Michael Cronin,
Asst. Attorney General

18-9

Department of General Administration



BERT D. ROSELLINI
GOVERNOR

CHARLES W. HODDE, DIRECTOR
P. O. BOX 1164
OLYMPIA, WASHINGTON

DIVISION OF
ENGINEERING AND ARCHITECTURE
CLYDE J. FENN, JR.
SUPERVISOR

July 7, 1960

Don S. Patterson, President
Eastern Washington College
Cheney, Washington

Re: Contractual Procedures
Capital Outlay (Public Works) Projects

Dear Mr. Patterson:

I apologize for any confusion caused by the legal acceptance of your new Warehouse Building. However, the enclosed copies of correspondence relative to the acceptance will show that we requested and received formal notification of completion from the Contractor, the Architect and the Director of Physical Plant, speaking for the College.

In the general terms alluded to in your letter, the procedures involved in working with the three boards will continue in effect. That is, this office will act as a service agency to the boards with official acts such as commissioning Architects and Engineers, approving plans, calling for bids, awarding contracts and accepting work being undertaken only after receiving official notification by the Board of Trustees or their Agent. The apparent deviation in the specific case of the Warehouse Building undoubtedly stemmed from our assumption that the Director of the Physical Plant spoke for the Board. I am instructing my staff to request that future notifications from the Colleges include a statement that the Board of Trustees is aware and in concurrence with any contemplated action.

Should the forgoing leave any unresolved points I will appreciate your advice and will make arrangements to attend the joint Board meeting on July 23 in Bellingham, Washington.

Yours truly,

WARREN A. BROWN
Assistant Supervisor

For: Clyde J. Fenn, Jr.

CJF:WAB/ie

enclosures