

9-22-1983

## Board of Trustees Minutes, September 22, 1983

Eastern Washington University

Follow this and additional works at: [http://dc.ewu.edu/trustees\\_minutes](http://dc.ewu.edu/trustees_minutes)

---

### Recommended Citation

Board of Trustees Minutes, September 22, 1983. Board of Trustees Records, University Archives & Special Collections, Eastern Washington University, Cheney, WA. [http://dc.ewu.edu/trustees\\_minutes](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](mailto:jotto@ewu.edu).

S-129  
Nancy  
Pres off

Agenda  
Board of Trustees  
Eastern Washington University

September 22, 1983  
1:00 p.m., PUB Council Chambers

- I. Presidents' Reports
  - A. Dr. H. George Frederickson
  - B. Dr. Wayne Hall, President, Faculty Organization
  - C. Ms. Gina Hames, President, Associated Students
  - D. Mr. Mark Dahlen, President, Alumni Association
  - E. Ms. Maureen Micklich, Director, Foundation
  
- II. Approval of Minutes (Attachment II.) ✓
  
- III. Policy Issues
  - A. Contract Award, Chemical/Storage Building (Attachment III.A.) ✓
  - B. Acceptance of Contract, JFK Library Access Improvements (Attachment III.B.) ✓
  - C. Notice of Intention to Adopt, Amend, or Repeal WAC 172-156 (Housing & Food Service) and WAC 172-325 (SEPA) (Attachment III.C.) ✓
  - D. Washington Student Lobby (Attachment III.D.) ✓
  - E. Proposal, Spokane Consortium for Higher Education
  - F. Election of Board of Trustees Officers
  
- IV. Information Items
  - A. PUB Addition
  - B. Contractor's Minority Employment Report (Attachment IV.B.) ✓
  - C. Contracts Awarded Under \$17,500/ Change Orders Over \$17,500 (Attachment IV.C.) ✓
  - D. Part-Time Student Employment (Attachment IV.D.) ✓



V. Old Business

VI. New Business

VII. Executive Session

An executive Session will be called for the purpose of discussing personnel matters.

VIII. Personnel Actions

(Attachment VIII.)

The next regular meeting of the Board of Trustees will be held on Oct. 27, 1983, at 1:00 p.m. in the Higher Education Center.



## Minutes

## EASTERN WASHINGTON UNIVERSITY

Board of Trustees  
September 22, 1983

The Board of Trustees of Eastern Washington University held its regular monthly meeting on September 22, 1983, at 1:00 p.m. in the PUB Council Chambers on Eastern Washington University's campus.

BOARD MEMBERS PRESENT

Mr. Bert Shaber, Vice Chairman  
Mr. Andrew P. Kelly  
Mr. James D. Ray

BOARD MEMBERS ABSENT

Mrs. Eleanor E. Chase, Chairwoman

STAFF PRESENT

Dr. H. George Frederickson, President  
Mr. Ken Dolan, Secretary, Board of Trustees  
Mr. Russell Hartman, Vice President for Business & Finance  
Dr. Phil Beukema, Dean, School of Business  
Dr. Gordon Martinen, Vice President for Extended Programs  
Dr. Richard Flamer, Provost for Student Services  
Mr. Fred Johns, Treasurer, University Foundation  
Mr. Mark Cassidy, Director for Administrative Services  
Mr. Owen F. Clarke, Assistant Attorney General  
Dr. Steve Christopher, Vice Provost for Undergraduate Studies  
Ms. Melanie Bell, Registrar  
Mr. Bob Graham, Director of Facilities  
Mr. Don Manson, Director of Auxiliary Services  
Dr. Bill Slater, Dean, School of Fine Arts  
Dr. Niel Zimmerman, Dean, School of Public Affairs

STUDENTS PRESENT

Ms. Gina Hames, President, Associated Students  
Mr. Thayne Stone, Executive Vice President, A.S.  
Mr. Steve Zander, Finance Vice President, A.S.

PRESS

Mr. Bart Preecs, Spokesman Review-Chronicle  
Mr. Bob Siler, The Easterner

BUSINESS MEETING

Mr. Bert Shaber, Vice Chairman of the Board, called the meeting to order at 1:10 p.m.



## PRESIDENTS' REPORTS

### 1. H. George Frederickson, President, EWU.

The annual Administrative Planning Session was held on September 7-19. Both short and longer range university objectives were discussed.

Fall Quarter enrollment is expected to reach 7,500 FTE, with a headcount of between 8,400 and 8,500.

The Council for Postsecondary Education met in Spokane last week. The council's Spokane study was presented. Eastern's technology degrees and degree proposals were also before the council as information items.

### 2. Wayne Hall, President, Faculty Organization.

Dr. Hall reported on the annual Cheney Chamber Faculty Breakfast. The guest speaker was Wayne Ehlers, Speaker of the House of Representatives.

### 3. Gina Hames, President, Associated Students.

The A.S. has been working on the PUB expansion project and will be preparing recommendations for the council. A.S. is also hoping to establish an office in the Higher Education Center.

### 4. Gordon Martinen.

Dr. Martinen reported on Alumni and Foundation activities. The Foundation is planning its annual phone-a-thon for October 4-6 and 11-13.

Mr. Fred Johns, Treasurer of the EWU Foundation, presented a check to the University for \$21,500 to be used for Scholarships.

## MINUTES OF THE SPECIAL MEETING HELD ON AUGUST 4, 1983, Agenda ITEM II.

Motion #9-01-83: "I move that the minutes of the special meeting held August 4, 1983, be approved."

Motion by Mr. Kelly, seconded by Mr. Ray, approved unanimously.

## CONTRACT AWARD FOR THE CHEMICAL STORAGE BUILDING, Agenda Item III.A.

Motion #9-02-83: "I move that the contract for Project #ES 8309 for the chemical storage facility be awarded to Garco Construction Company."

Motion by Mr. Kelly, seconded by Mr. Ray, approved unanimously.



J.F.K. LIBRARY ACCESS IMPROVEMENTS, Agenda Item III.B.

Motion #9-03-83: "I move acceptance of the J.F.K. Library access improvements, Contract #ES 8206G."

Motion by Mr. Ray, seconded by Mr. Kelly, approved unanimously.

The original contract was in the amount of \$37,543.00. Change orders amounted to \$1,983.35, which brought the total adjusted contract amount to \$39,526.35.

NOTICE OF INTENTION TO REPEAL WAC 172-156 (HOUSING AND FOOD SERVICE REGULATION) AND ADOPT WAC 172-325 (STATE ENVIRONMENTAL POLICY ACT), Agenda Item III.C.

Motion #9-04-83: "I move that the notice of intention to repeal WAC 172-156 and to adopt WAC 172-325 be approved."

Motion by Mr. Kelly, seconded by Mr. Ray, approved unanimously. (Appendix I) (Resolution #83-02)

WASHINGTON STUDENT LOBBY, Agenda Item III.D.

Motion #9-05-83: "I move that a fee collection procedure for the Washington Student Lobby be developed jointly by the administration and the students. Fees collected shall not exceed \$1 per student per quarter and the procedure must incorporate student authorized fee assessment."

Motion by Mr. Ray, seconded by Mr. Kelly, approved unanimously.

SPOKANE'S CONSORTIUM FOR HIGHER EDUCATION, Agenda Item III.E.

Motion #9-06-83: "I recommend that Eastern join with the Community Colleges of Spokane, Gonzaga University, Washington State University, and Whitworth Colleges in the Spokane Area Higher Education Consortium."

Motion by Mr. Ray, seconded by Mr. Kelly, approved unanimously.

Board members questioned the structure and authority of the consortium; and expressed concern for future funding, staffing, administrative support, and to naming a fiscal agent unless Eastern is so designated. Though concerned with some aspects of the consortium, the board is on record as approving the proposal, with the reservation that it will act on a case-by-case basis on any new programs proposed by the consortium. The board applauded the efforts of the area presidents in trying to achieve greater cooperation among the Spokane area institutions.

ELECTION OF BOARD OFFICERS, Agenda Item III.F.

Motion #9-07-83: Mr. Kelly nominated Mr. Bert Shaber to be Chairman, and was seconded by Mr. Ray. He then nominated Mr. Ray to be Vice Chairman and Mr. Dolan to be Secretary, and was seconded by Mr. Shaber. The election of officers was passed unanimously.



INFORMATION ITEMS, Agenda Items IV.

PUB Expansion: The architectural firm of Brooks, Hensley, Creager for the PUB expansion project was represented by Mr. Joe Hensley. Mr. Hensley expressed the firm's disappointment that their estimates of the project were well under the bids received by the university. He admitted the firm's obligation to design a project within the estimate of allowable funds available, and assured the board that they will meet their obligations in this regard.

OLD BUSINESS, Agenda Item V.

There was no old business for the board's consideration.

NEW BUSINESS, Agenda Item VI.

There was no new business for the board's consideration.

EXECUTIVE SESSION

Vice Chairman Shaber called an executive session at 3:20 p.m. for the purpose of discussing personnel matters. He called the meeting back into regular session at 4:00 p.m.

PERSONNEL ACTIONS, Agenda Item VIII.

Motion #9-08-83: "I move that the personnel actions, as proposed, be approved."

Motion by Mr. Kelly, seconded by Mr. Ray, approved unanimously.

ADJOURNMENT

The meeting adjourned at 4:05 p.m.

NEXT MEETING DATE

The next regular meeting of the Board of Trustees will be held on October 27, 1983, at 1:00 p.m. in the Higher Education Center in Spokane, Room 223.

---

BERT SHABER, CHAIRMAN  
BOARD OF TRUSTEES


---

KENNETH R. DOLAN, SECRETARY  
BOARD OF TRUSTEES

# EWU

## Memorandum

To: H. George Frederickson, President

From: Russ Hartman, Vice President for Business & Finance 

Date: September 12, 1983

Subject: Public Works Contract Award -- Chemical Storage Building

It is recommended that the Board of Trustees at its September 22, 1983 meeting award a Public Works Contract for a chemical storage facility to Garco Construction, pending review and approval by the Affirmative Action Committee.

lf/1 V

Attachment



PUBLIC WORKS CONTRACT AWARD

PROJECT: Chemical Storage Facility

PROJECT NO: ES-83-09

DESCRIPTION: To be located in the Surbeck Services' "boneyard", this project will provide a storage facility for hazardous chemicals. The 865 G.S.F. facility will be a concrete and metal structure subdivided into individual compartments for each type of stored chemical.

PROJECT FUNDING: Funding for this project is provided from the 1983-85 Minor Capital Project Account.

A/E CONSULTANT: Toribara, Ressa & Zeck Architects/Planners, Spokane, Washington

BID TABULATION


	BASE BID	TOTAL	MINORITY	PERCENT	WOMEN	PERCENT
	MBE WBE	STAFF	STAFF	MINORITY	STAFF	WOMEN
Garco Construction	\$75,988.00 15.4% 3.35%*	26	1	3	2	7
Hamre Construction, Inc.	\$98,688.00 13% 0%	8	1	12	1	12
A.E Estimate	\$78,200					

\* Percentage dependent upon current certification status of listed WBE.

# EWU

## Memorandum

To: H. George Frederickson, President

From: Russ Hartman, Vice President for Business & Finance 

Date: September 12, 1983

Subject: Acceptance of Capital Projects

It is recommended that the Board of Trustees at its September 22nd meeting accept the following capital improvement project as 100% complete:

Project: Kennedy Library Access Improvements

Contract No.: ES-82-06G

Description: This project provides improved access to J.F.K. Library primarily consisting of new automatic sliding doors, and a new library material detection system at the main entrance.

Consultant: Barnard & Holloway, Architects, Spokane

Contractor: Turn-Key Incorporated, Spokane

Contract History: Contract award approved on October 28, 1982  
Notice to Proceed issued on November 24, 1982  
Construction substantially complete as of August 17, 1983.

Contract Amount:

Original Contract Amount:	\$37,543.00
Change Orders:	
Change Order No. 1: Flooring/Electrical Changes	\$ 1,983.35
Total Adjusted Contract Amount:	<u>\$39,526.35</u>


1f/1 V



# EWU

## Memorandum

To: H. George Frederickson, President

From: Russ Hartman, Vice President for Business & Finance 

Date: September 12, 1983

Subject: WAC Changes

The attached memos from the Attorney General's Office explain the need for changes in our present WAC dealing with Resident Housing and the need for adopting a new WAC for the State Environment Policy Act.

The Board should at the September 22nd meeting sign a Notice of Intention to Adopt, Amend or Repeal these rules at its November meeting.

Judy Samples will have the necessary documentation for signature at the Board meeting.

1f/1 V





# OFFICE OF THE ATTORNEY GENERAL

August 9, 1983

## MEMORANDUM

TO: Russell Hartman, Director--Planning & Budgeting, EWU  
FROM: Mark R. Cassidy, Assistant Attorney General  
RE: Housing and Food Service Contracts/Regulations

On or about July 22 I met with Judy Samples concerning a memorandum from Shannon Lynch, who is working with the Office of Residential Life, concerning housing and food service regulations. In particular, Ms. Lynch had asked whether or not it was necessary that all the housing and food service regulations be specifically provided within the text of the housing contract or whether or not those regulations could be incorporated by reference and provided through some other document. Ms. Lynch's inquiry resulted in my reviewing the Housing and Food Service Regulations for 1983-84 and this review resulted in the discovery of numerous inconsistencies and discrepancies which should be immediately remedied. By remedy, I am suggesting that EWU repeal all unnecessary regulations described in the Washington Administrative Code which include, but certainly are not limited to, chapter 172-156 WAC, State College Resident Housing.

There exist the following inconsistencies, discrepancies, and/or ambiguities in the Housing and Food Service Regulations 1983-84 as revealed by the housing "contract":

### ADMINISTRATIVE REGULATIONS

A. Authority: Authority by which EWU may promulgate such regulations is granted through RCW 28B.35.120 and not RCW 28B.40.120 (11). Be advised that since 1977 RCW 28B.40 solely relates to Evergreen State College.

B. Eligibility: This provision is consistent with WAC 172-156-040.

Ken Eikenberry Attorney General  
960 Paulsen Professional Building, Spokane, Washington 99201



OFFICE OF THE ATTORNEY GENERAL

Russell Hartman

Page 2

August 9, 1983

C. Applicability: This appears to be a policy which is not based on any administrative regulation.

D. Terms: Again, this provision appears to be policy without any basis in the administrative regulations.

RESIDENTS HALL POLICIES

A. Rules of Conduct: This paragraph 1 in the document appears to be based on WAC 172-156-050 (1) and (2) and accurately reflects that provision.

B. Assignment Rights: The first two paragraphs appear to be University policy without any basis in the administrative regulations; the last paragraph accurately reflects those provisions of WAC 172-156-050 (3).

C. Inspections: This provision appears to be derived from WAC 172-156-050 (4).

D. Responsibility for Personal Belongings: This provision appears at WAC 172-156-050.

E. Keys: This provisions appears to have no basis in the administrative regulations but may be characterized as University policy.

F. Weapons Forbidden: This provision comes from WAC 172-156-050 (7).

G. Alcohol: WAC 172-65 provides in part the basis for this particular provision. The second paragraph does not come from the WAC but appears to be University policy.

H. Subleases or Assignments: WAC 156-060 provides the basis for this provision.

I. Guests: This provision is based on University policy and appears to have no basis from the administrative regulations.

J. Pets: This particular provision identifies WACs



OFFICE OF THE ATTORNEY GENERAL

Russell Hartman

Page 3

August 9, 1983

172-124-010; 020 and 030 as their basis (there are no such WACs); these regulations specifically come from WAC 172-124-200; 210 and 220.

K. Default Waiver: Paragraph 1 accurately describes WAC 172-156-070 (1); subparagraph 2 correlates with 172-156-070 (2); paragraph 3 corresponds with WAC 172-156-070 (3) and paragraph 4 corresponds with WAC 172-156-080.

FOOD SERVICE POLICIES

All paragraphs in this section appear to be University policies with no corresponding provision in the administrative regulations.

FINANCIAL REGULATION

A. Agreement: This provision is a combination of WAC 172-156-030 (1) and (2) and University policy. This mixture of University regulation and policy contains no internal inconsistencies.

B. Cancellations and Refunds:

(1) 100% Refund: This provision appears to be based on WAC 172-156-030 (3), however, the dates described as June 31, November 20 and February 12 are inconsistent with the dates appearing in the previously described WAC. The dates in the previously described WAC are August 15, December 10 and March 1. This discrepancy presents the most serious issue with respect to whether or not students who, under the administrative regulation, were entitled to 100% refunds, were denied said refunds under the changed 100% refund provision. The statute of limitations on claims which may have their basis in a violation of this administrative regulation and written contract would be six years per RCW 4.16.040.

(2) 50% Refund and 25% Refund: These paragraphs appear to be strictly based on University policy.

C. Forfeiture of Reservation Deposit:



OFFICE OF THE ATTORNEY GENERAL

Russell Hartman

Page 4

August 9, 1983

(1) Appears to be a combination of apparent University policy and WAC 172-156-030 (4). However, this provision refers to the dates described in the paragraph concerning the 25% refund and the WAC provision refers to be dates described in the regulation relating to the 100% refund.

(2) No Shows: This provision incorrectly identifies the date upon which the reservation would be cancelled and the deposit forfeited. WAC 172-156-030 (4) provides that date to be the Friday before the beginning of the quarter and/or failure to claim the room by the second day of instruction. Thus the minor inconsistency is that the contractual provision provides that the date is the first class day unless prior arrangements have been made.

(3) Cancellations During the Quarter: This provision appears to be University policy and not codified in any administrative regulations.

(4) Refund of Room and Board Payments: This provision appears to be a mixture of WAC 172-156-030 (5)(6)(7) and University policy. There appears to be an inconsistency in the very last paragraph which expressly provides:

"No refunds of room and board payments will be made for cancellations after the eighth week of the quarter." Instead of: "No prorata refunds of room and board payments will be made to a student during the last ten (10) days of the quarter."

C. Accounts Receivable: This provision as all the other provisions in the arrangement appear to be University policy which corresponds to no regulations in particular.

HOUSING FACILITIES

All the provisions in this section, again, appear to be strictly University policies which no corresponding administrative regulations.



OFFICE OF THE ATTORNEY GENERAL

Russell Hartman

Page 5

August 9, 1983

In conclusion, it is my opinion that EWU should repeal any and all administrative regulations which EWU is not required to promulgate and which may be easier to monitor, modify, and implement as policies.

In addition to the Housing Regulations above described, other "candidates" for repeal or amendment are:

WAC

- 172-08--Delegation of Authority
- 172-52--Student Publication Commission
- 172-65--Use of Alcoholic Beverages
- 172-66--Application for Liquor License
- 172-113--Regulative Liaison
- 172-114--Constitution of Associated Students
- 172-136--College Facilities
- 172-138--EWSC Bookstore
- 172-140--Placement Service
- 172-144--Special Charges
- 172-148--EEO policy and Affirmative Action
- 172-150--EEO Policy and Affirmative Action
- 172-156--State College Residence Housing
- 172-158--Off-Campus Living
- 172-180--Delegation to Hire, Dismiss and Discipline

I suggest EWU add: WAC 172-325--State Environmental Policy Act Rules.

If you have any further questions concerning this matter do not hesitate to contact me.

MRC:dc

cc: Dr. H. George Frederickson, President





# OFFICE OF THE ATTORNEY GENERAL

August 31, 1983

## MEMORANDUM

To: Russ Hartman, Vice President for Business & Finance  
Eastern Washington University

From: Mark R. Cassidy, Assistant Attorney General

Subject: SEPA Guidelines

Enclosed please find a copy of the 1978 State Environmental Policy Act (SEPA) guidelines. RCW 43.21C.120 of the State Environmental Policy Act plus WAC 197-10-800 and 810 expressly require all state agencies to adopt rules implementing SEPA. WAC 197-10-805 lists the provisions which must be included in local agency guidelines. Additionally, WAC 197-10-805 describes the particular provisions which must be adopted word for word.

I have reviewed the administrative regulations for Eastern Washington University and it appears that EWU has not adopted SEPA guidelines as required by law.

Several years ago, at the Education Division conference on April 7, 1978, the question came up as to the consequences of not adopting appropriate rules implementing SEPA. WAC 197-10-900 states that Chapter 197-10 WAC of the SEPA guidelines would apply to those agencies which fail to adopt SEPA regulations. Although I am aware of no reported cases, there may be some inherent downside risk in failing to adopt SEPA rules (even at this late date). Perhaps that would include but not be limited to risk of litigation based on failure to comply with statutory directives and negative publicity associated therewith.

Consequently, EWU should assess its current state of compliance with the SEPA procedural requirements. Appropriate action, if necessary, should then be taken as follows: EWU should adopt the enclosed model SEPA rule. It should be noted that this rule adopts in its entirety Chapter 197-10 WAC and all subsequent amendments thereto by reference. By this method, EWU may avoid the re-adoption process each time the SEPA guidelines are amended.

Ken Eikenberry Attorney General  
960 Paulsen Professional Building, Spokane, Washington 99201

RECEIVED

SEP 1 1983

BUSINESS & FINANCE

15



OFFICE OF THE ATTORNEY GENERAL

Page 2  
Russ Hartman  
August 31, 1983

Although WAC 197-10-800 requires agencies to adopt these amended SEPA guidelines no later than May 20, 1978, it is my understanding that on June 5, 1978, John Lamp transmitted a letter to your office expressly stating that: "Unless we have some compelling reason, I would recommend that the Board of Trustees of EWU adopt in resolution form the SEPA guidelines, WAC 197-10, and all subsequent amendments thereto by reference . . . ."

I hope this information is helpful. If you have any further questions, please do not hesitate to contact me.

MRC:kas

Enclosure

MRC  




MODEL RULE

It is the policy of Eastern Washington University that any project shall be accomplished in compliance with Chapter 43.21C RCW, the State Environmental Policy Act (SEPA) and in accordance with Chapter 197-10 WAC, guidelines for the State Environmental Policy Act implementation. To this end, Eastern Washington University hereby adopts by reference Chapter 197-10 of the WAC SEPA guidelines and all subsequent amendments thereto.

In compliance with Chapter 197-10 WAC, the \_\_\_\_\_  
\_\_\_\_\_ (position, title or designee) shall be  
the responsible official for carrying out this policy.

# *Associated Students*

OFFICE OF THE PRESIDENT

September 12, 1983

Board of Trustees  
Eastern Washington University  
Cheney, WA 99004

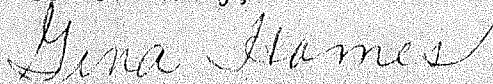
Members of the Board of Trustees:

Enclosed are the following items for your consideration regarding the Washington Student Lobby fee mechanism:

- 1) Contractual Agreement
- 2) Memo regarding Fee Assessment
- 3) Galda v. Bloustein, 686 F.2d 139 (1982)
- 4) Opinion from Office of Attorney General
- 5) Letter from Allen Jones, WSL
- 6) WSL Background
- 7) WSL Bylaws
- 8) WSL Budget
- 9) Membership Fee
- 10) Example of TESC Agreement
- 11) Recommendation from Associated Students

Please feel free to contact me at the A.S. Office if you have any questions. I look forward to discussing this matter with you at the Board meeting on September 22.

Most sincerely,



Gina Hames  
A.S. President



## AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1983, by and between the WASHINGTON STUDENT LOBBY, a non-profit Washington corporation, hereinafter referred to as "WSL", and EASTERN WASHINGTON UNIVERSITY, hereinafter referred to as "EWU", set forth in its entirety herein.

WHEREAS, The students of EWU are in need of lobbying research, liaison, developmental and liaison services on items of interest to students in the State of Washington, and

WHEREAS, WSL is qualified to provide the needed services to the students of EWU; Now, Therefore,

IT IS AGREED:

## MEMBERSHIP

Individual contributing students of EWU shall become members of WSL. EWU holds an institutional membership in the WSL and EWU students shall have at least three (3) representatives on the governing board of WSL. Representatives shall be chosen in a manner to be determined by the WSL and the local EWU chapter.

## COST OF SERVICES

WHEREAS, the EWU finds that entering into this agreement is consistent with its aims and purposes and recognizes the educational and service value to the student body and to the general public that would accrue from student involvement in the legislative process; and



WHEREAS, EWU is willing to collect from University students a voluntary ONE DOLLAR (\$1.00) per quarter fee for support of the WSL; and

WHEREAS, WSL guarantees payment of all expenses incurred by the University in collecting the WSL fee, as outlined in sections described below, Now, Therefore, in consideration of their mutual promises, and the authorization of the Board of Trustees of EWU, EWU and the WSL agree as follows:

1. EWU shall, beginning with registration for Winter Quarter 1984, collect a WSL fee of ONE DOLLAR (\$1.00) per quarter from each University student who elects to pay the optional fee.

2. Costs incurred by the University in developing or modifying registration and billing procedures to collect the WSL fee shall be recovered by the University from WSL fees collected in the Winter and Spring Quarters of 1984.

3. To cover administrative costs of WSL fee collection, EWU shall retain the greater of five percent (5%) of WSL fees collected or interest accrued, and shall pay to the WSL the remaining ninety-five percent (95%) less development costs, as noted above.

4. EWU will remit the WSL fees collected, less the above-described administrative costs, within thirty (30) calendar days of the final date for collection of University tuition and fees each quarter. EWU shall also provide the WSL with names of those students who have paid the WSL fee and with the addresses of those students who have authorized the University to release such information. Late payments of the WSL fees shall be paid to WSL in subsequent quarterly payments. EWU shall provide with each student's tuition and fee billing statement or registration forms a statement describing the WSL, an offer to the student of the option of electing to pay or not to pay the \$1.00 quarterly membership fee, and a means by which the students may



authorize the University to release their name and addresses to the WSL.

5. The WSL shall adopt and maintain records according to generally accepted accounting methods and principles. WSL's financial records and reports shall be made available upon request to the University and to the general public.

#### WSL'S ADDITIONAL RESPONSIBILITIES

6. The WSL Constitution and Bylaws shall be submitted to EWU at the time this Agreement is completed and all revisions and amendments to the WSL Constitution and Bylaws shall be reported to the University within thirty (30) days of adoption.

7. WSL shall make no gifts to legislators or financial contributions to campaigns for political offices and shall not endorse candidates for such offices.

8. WSL shall limit its legislative activities to matters affecting student interests in the areas of higher education.

9. WSL shall function in accordance with all pertinent federal and state laws and regulations.

10. All meetings of the governing board of the WSL Board shall be conducted in a manner consistent with the Washington State Open Public Meetings Act as it exists or may hereafter be amended.

11. WSL shall establish a chapter at the EWU campus composed of EWU students and funded by WSL. This chapter shall provide a forum for the students of EWU to debate and adopt policies relating to higher education and to make policy recommendations to WSL's state Board of Directors. The chapter shall also serve as a communication link between WSL and all the students of



EWU, and shall organize programs to inform students of issues affecting higher education and encourage student involvement in the political process.

12. To the extent practicable, the WSL or local EWU chapter shall provide to student members any and all research requested regarding legislation, proposed legislation, and its affect, as viewed from the standpoint of student interest.

13. The WSL shall indemnify and hold harmless EWU with regard to any and all claims which may be brought as a result of the existence of the operation of the WSL.

#### MISCELLANEOUS

14. The WSL shall be required to provide any member institution such other aid and assistance as may be requested by the member and approved by the governing board of the WSL.

15. Except as provided in paragraph 13 above, no portion of funds received by WSL, through the terms of this agreement, shall be expended for the support of the litigation to which the State of Washington or agencies thereof are named parties nor implies endorsement or approval by EWU's administration or Board of Trustees of any action taken in the past, present or future by the WSL.

#### TERMS

17. This contract and each of its terms and conditions is subject to termination by the Board of Trustees of EWU at any time within thirty (30) days written notice to the WSL. This Agreement, unless expressly renewed, shall terminate automatically three (3) years after the date of execution described below.



18. Any waiver, alteration or modification of any of the provisions of the Agreement or cancellation or replacement of this Agreement shall not be valid unless made in writing and signed by the parties hereto.

NON-DISCRIMINATION

19. The parties hereto agree that neither shall discriminate on the basis of race, sex, age, religion, national origin, mental or physical disability.

INDEPENDENCY

20. The parties hereto agree that the WSL and any agents, and employees of the WSL, in performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of EWU, the ASEWU, or the State of Washington.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto the day and year first above written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1983.

WASHINGTON STUDENT LOBBY

By \_\_\_\_\_

EASTERN WASHINGTON UNIVERSITY

By *Russell H. [Signature]*

Approved as to form  
this 7<sup>th</sup> day of September, 1983.

*Steven F. [Signature]*  
Assistant Attorney General



# EWU

## Memorandum

To: Russell A. Hartman, Vice President for Business and Finance

From: Kathryn R. Sawtells, Controller *Kathryn R. Sawtells*  
Melanie Bell, Registrar *Melanie Bell*

Date: August 8, 1983

Subject: Washington Student Lobby Fee Assessment

In reference to our meeting on July 21, 1983, with Gina Hames the following criteria were agreed on in relation to the Washington Student Lobby (WSL) fee assessment.

1. The Registrar would include a section for WSL on the "new" scanning registration form to be implemented for Winter Quarter 1984 registration in November, 1983 at no cost to WSL.

The Term Registration Form was not slated to be changed but with the WSL requirement, the new form would be cost reimburseable from WSL.

Computer programming on the registration system will be done as needed to implement WSL change to "scanning" registration form and the Term Registration Form.

2. The student billing system will be programmed to identify the WSL fee assessment separately on a student's statement. The billing system will be driven by an indicator from the registration system. There is no current programming changes occurring so all programming costs will be reimburseable from WSL.

Small billing amounts may occur which are directly attributable to the WSL fee. In this case the cost of these statements will be cost reimburseable from WSL.

Since the time frame for implementing the WSL fee has been shortened, we are concerned with the time remaining for computer programming. Once the final decision is made, however, we will work closely with Computer Services to assure completion for Winter Quarter 1984.

KS,MB:ljs

cc: Simon Edwards



## IV.

## CONCLUSION

As indicated in part II, *supra*, because we find that the district court was without jurisdiction to grant the motion for reduction of sentence, we will grant the government's petition in No. 82-3227 for a writ of mandamus vacating the district court's order of March 23, 1982 reducing Matthews' sentence to time served and releasing him from custody. We are confident that Judge Marsh "will fully effectuate these views without the necessity of our entering any formal order. Petitioners may, however, apply to this court for a formal order directing the issuance of the writ of mandamus if the need therefor should arise." *Hayman Cash Register Co. v. Sarokin*, 669 F.2d 162, 170 (3d Cir. 1982). The granting of the petition for mandamus renders the appeal in No. 82-5198 moot and accordingly the appeal in that action will be dismissed.

In No. 82-5103 we hold that the district court was without jurisdiction to consider Matthews' constitutional challenge to the application of the new parole guidelines to him. The matter will be remanded to the district court so that it may dismiss the action.



Joseph P. GALDA, Paul Ewert, and Christina Farrow, Individually, and upon behalf of all others similarly situated

v.

Dr. Edward J. BLOUSTEIN, Individually, and as President of Rutgers, The State University, Dr. Norman Reitman, Individually, and as Chairman of the Board of Governors of Rutgers, The State University of New Jersey, Donald S. McNaughton, David A. Werblin, Katherine Elkus White, Donald M. Dickerson, Sanford M. Jaffe, Robert Kaplan, Edward Kramer, Linda Stamato, Robert J. Torricelli, Individually, and as members of the Board of Governors of Rutgers, The State University of New Jersey, Dr. T. Edward Hollander, Individually, and as Chancellor of Higher Education of the State of New Jersey, and Walter K. Gordon, Individually, and as Dean of Rutgers Camden College of Arts and Science.

The New Jersey Public Interest Research Group, Inc., Intervenor.

Appeal of Joseph P. GALDA, Paul Ewert, and Christina Farrow.

No. 81-2433.

United States Court of Appeals,  
Third Circuit.

Argued March 29, 1982.

Decided Aug. 4, 1982.

Action was brought by students challenging university's policy of funding non-profit, nonpartisan corporation engaged in research, lobbying, and advocacy for social change whose members were students at various colleges throughout the state. Defendants filed motions for summary judgment. The United States District Court for the District of New Jersey, Stanley S. Brot-



man, J., 516 F.Supp. 1142, granted motions, and appeal was taken. The Court of Appeals, Adams, Circuit Judge, held that genuine issue of material fact was raised as to whether exaction of mandatory but refundable fee infringed upon constitutional rights of plaintiffs, thereby precluding summary judgment.

Reversed and remanded.

### 1. Action ⇐6

Action brought by students challenging university's policy of funding politically active organization whose members were students at various colleges throughout the state was not moot, even though the three plaintiffs had been graduated and the funding scheme was defeated in most recent student referendum, where past exactions of the fee had not been remedied and the relief sought had never been obtained.

### 2. Federal Civil Procedure ⇐2481

In action brought by students challenging university's policy of funding nonprofit, nonpartisan corporation engaged in research, lobbying, and advocacy for social change, genuine issue of material fact was raised as to whether exaction of mandatory but refundable fee added to student's bill infringed upon constitutional rights of plaintiffs, thereby precluding summary judgment. U.S.C.A.Const.Amends. 1, 14.

### 3. Colleges and Universities ⇐9

Although many student-related groups have ideological overtones, to extent that university determines that an organization is an appropriate participant in total university forum, considerable deference should be accorded that judgment, stemming from long-standing recognition that university as a whole functions as a forum for the exchange of diverse views.

### 4. Colleges and Universities ⇐9

In absence of demonstrated compelling governmental interest justifying college's

1. The record indicates that all of the plaintiffs were graduated from Rutgers by May 1982.

assessment of any portion of fee for nonprofit, nonpartisan corporation engaged in research, lobbying, and advocacy for social change, fee could not be exacted, even temporarily, from those students unwilling to pay; thus, court was not required to decide whether refund mechanism would be sufficient to cure otherwise unconstitutional fee assessment.

Myrna P. Field (argued), Joseph W. Marshall, III, John G. Collins, Mid-Atlantic Legal Foundation, Philadelphia, Pa., for appellants. Bradford S. Smith, Cinnaminson, N. J., of counsel.

Matthew P. Boylan, Gregory B. Reilly (argued), Lowenstein, Sandler, Brochin, Kohl, Fisher & Boylan, Roseland, N. J., for appellees.

John Cary Sims (argued), Alan B. Morrison, Washington, D. C., for intervenor.

Before ADAMS, SLOVITER and BECKER, Circuit Judges.

## OPINION OF THE COURT

ADAMS, Circuit Judge.

Plaintiffs in this action are three former students at Rutgers Camden College of Arts and Science (RUCCAS), a unit of Rutgers, the State University of New Jersey.<sup>1</sup> In September 1979, the plaintiffs filed suit under 42 U.S.C. § 1983, alleging that university officers and administrators had violated the students' first and fourteenth amendment rights by extracting from each student a refundable fee to support the New Jersey Public Interest Research Group (PIRG), an independent political/educational organization.<sup>2</sup> The district court held the PIRG funding arrangement constitutional as a matter of law because it contained a refund mechanism, and accordingly granted

2. Defendants concede the presence of state action. See 516 F.Supp. at 1144 n.1



the defendants' motion for summary judgment. *Galda v. Bloustein*, 516 F.Supp. 1142 (D.N.J.1981). We reverse and remand.

1

New Jersey PIRG is a non-profit, non-partisan corporation engaged in research, lobbying, and advocacy for social change.<sup>3</sup> Composed of approximately 21,000 student members at eight New Jersey colleges, including RUCCAS,<sup>4</sup> PIRG is controlled by a state-wide board of student representatives, which determines PIRG's programs and policies. Although PIRG has an educational function—involving students "in real-life learning experiences [by] exploring the

possibilities and difficulties of legal social change"—all the parties to this litigation agree that PIRG also functions as a political, ideological organization.<sup>5</sup>

Because of PIRG's independent status, the organization is not eligible for student activity funds. In March 1972, however, Rutgers adopted a policy for funding student-sponsored programs and organizations, such as PIRG, that otherwise would not qualify for university financial support. The policy provides that:

(1) Each organization is required to present its program and plans for concept review to the University Senate for recommendation to the President.

3. New Jersey PIRG's Articles of Incorporation state that

The purposes for which this Corporation is organized are:

1. to engage in non-partisan analysis, study and research of such issues as urban revitalization, consumer protection, resource planning, urban and rural occupational safety and labor conditions, protection of natural areas and environmental quality, racial and sexual discrimination, landlord-tenant relations, delivery of health care and similar matters of urgent or long-range concern to the general welfare of the people of the State of New Jersey

2. to make available to the public at all times a full and fair exposition of the pertinent facts and results of such non-partisan analysis, study, and research so that citizens may form independent conclusions beneficial to the community

Appendix at A227.

4. In a referendum held in November 1981, PIRG did not receive enough votes to permit continued funding at the RUCCAS campus. See text *infra*. PIRG funding remains in effect at a number of other New Jersey colleges, including other Rutgers schools and campuses.

5. A brochure published by PIRG describes the following representative accomplishments:

To serve consumers, PIRG

- testified before the Board of Public Utilities to oppose Jersey Central Power and Light's request to charge consumers for \$113 million in costs resulting from the Three Mile Island accident. JCP&L was granted only a \$45 million increase.

- published a 100 page *Directory of Consumer and Social Services*, which lists all federal, state and private agencies that handle consumer complaints.

- lobbied extensively for the federal Middle-Income Student Assistance Act, which be-

came law, making millions of additional dollars available to low- and middle-income students to finance their education.

To protect the environment, PIRG

- has documented water pollution violations by major N.J. industries such as Gulf and Western, Owens-Corning Fiberglass, and Republic Wire.

- lobbied extensively for the law that declared the upper 114 miles of the Delaware River "wild and scenic," thus preventing the building of the ecologically threatening Tocks Island Dam.

- lobbied extensively for the Pinelands Preservation Act of 1979, which became law, establishing an 18-month moratorium on construction in the Pine Barrens.

To work for women's rights, PIRG

- lobbied for the extension of the dead[ly]line for states to ratify the Equal Rights Amendment, and continues to work for the passage of the amendment.

To work for safe, clean energy sources, PIRG

- published *A New Jerseyan's Consumer Guide to Solar Energy Systems*, a 219 page book about buying, building and financing solar energy systems.

- drafted legislation that mandated a study of the co-generation of electricity for consumers and steam for industry, a process with the potential to save New Jerseyans millions of barrels of oil and millions of dollars every year.

- published a 50 page critical examination of nuclear power, entitled *Everything You Wanted To Know About Nuclear Power, But Were Afraid To Find Out*.

- helped establish New Jersey Solar Action, a coalition of concerned citizens and organizations who promote solar and other renewable energy sources in New Jersey.

Appendix at A776

of fee for non-  
on engaged in  
ecacy for social  
clud, even tem-  
is unwilling to  
quired to decide  
ould be suffi-  
nstitutional fee

Joseph W. Mar-  
id-Atlantic Le-  
Pa., for appel-  
nnaminson, N.

Gregory B. Reilly  
dler, Brochin,  
land, N. J., for

Alan B. Morri-  
ntervenor.

DR and BECK-

COURT

three former  
en College of  
a unit of Rut-  
New Jersey.<sup>1</sup>  
stiffs filed suit  
ging that uni-  
ators had vio-  
nd fourteenth  
ing from each  
o support the  
research Group  
cal/education-  
court held the  
constitutional  
it contained a  
dingly granted

ence of state ac-  
n.l.



(2) If approved, the organization shall seek college referenda on the issue of student funding support for their program. At least fifty per cent of the student body of each division of the University shall be required to participate in such referenda and a majority of those voting must approve the project in order for implementation within that division. As an alternate, an affirmative vote of twenty-five per cent of the student body plus one shall be adequate to meet this test.

(3) The organization shall then be listed on the University term bill with payment of the indicated fee mandatory. A post-card asking for a refund shall be included along with the term bill which shall be sent by the individual student to the organization and which shall send the refund directly to the student.

(4) Each organization so funded shall be expected to defray the University cost of administration of the fee collection.

(5) Each organization shall be required every three years to meet the tests defined under items # 1 and # 2 above in order to continue to receive funds under this policy and procedure.

Appendix at A871-72. PIRG first qualified for funding under the university policy in 1972.

In practice, the PIRG funding system worked as follows: each semester, matriculating students were provided with a bill that included a charge of \$2.50,<sup>6</sup> identified as the PIRG fee. The fee was described as mandatory, although apparently there were no sanctions for nonpayment. The bill was accompanied by a flyer describing PIRG; the back of the flyer contained a "Refund Request" form, which could be completed by the student and submitted to PIRG.<sup>7</sup> After receiving a refund request, PIRG verified that the individual was enrolled at Rutgers and had paid the fee. PIRG then issued a check directly to the student, but it

6. Until 1978, the PIRG fee was \$1.50.

7. As the district court noted, this procedure varies from that mandated by the Rutgers funding policy, which specifies that a "post-card

took "several months" before the refunds were actually made.

Plaintiffs, who oppose many of the ideological positions taken by New Jersey PIRG, filed this action on behalf of themselves and as purported representatives of a class of all students in good standing at RUCCAS at any time between September 1, 1977 and April 1, 1980. Essentially, the plaintiffs allege "[t]hat the disbursement of funds derived from mandatory student fees to and for the benefit of [PIRG] has required and shall require the Plaintiffs herein to support financially views which they do not advocate" and that such disbursement violates the plaintiffs' first and fourteenth amendment rights. Appendix at A461 (Amended Complaint). Plaintiffs seek: (1) a declaration that the PIRG funding scheme is unconstitutional; (2) an injunction against further disbursement of the mandatory PIRG fees; (3) an accounting and (4) restitution of sums previously collected.

On September 16, 1980, the district court denied plaintiffs' motion for class certification. Shortly thereafter, the defendants moved for summary judgment. The district court granted this motion, and the plaintiffs have appealed. We have jurisdiction pursuant to 28 U.S.C. § 1291.

## II

[1] Initially we must address the question whether this case is now moot, inasmuch as the three plaintiffs have been graduated and the PIRG funding scheme was defeated in the most recent RUCCAS student referendum. See notes 1 & 4 *supra*. In letter briefs filed with the Court shortly before oral argument, both PIRG and the plaintiffs asserted that the case is not moot. We agree.

In *Finberg v. Sullivan*, 658 F.2d 93 (3d Cir. 1980) (*in banc*), we held that "[a] case may become moot if (1) the alleged viola-

asking for a refund" must accompany the term bill. 516 F.Supp. at 1145 n.6. Our analysis of the case does not depend on the particular means by which the student requests a refund.



tion has ceased, and there is no reasonable expectation that it will recur, and (2) interim relief or events have 'completely and irrevocably eradicated the effects of the alleged violation.'" 658 F.2d at 97-98 (footnote omitted) (quoting *County of Los Angeles v. Davis*, 440 U.S. 625, 631, 99 S.Ct. 1379, 1383, 59 L.Ed.2d 642 (1979)). Under this standard, it is apparent that the present litigation has retained its vitality as a "case or controversy" for Article III purposes. While the three plaintiffs have been graduated and thus need not fear any future exactions of the PIRG fee, the past exactions of the fee have not been remedied and the relief sought has never been obtained. The fact that the plaintiffs have never sought a refund of their PIRG fees from the university does not compel a contrary conclusion; plaintiffs assert—and we agree—that under the circumstances alleged they constitutionally cannot be required to shoulder even the modest burden of requesting a refund. Aside, then, from plaintiffs' claim for injunctive relief—which, under present circumstances, has been mooted<sup>8</sup>—the cause of action thus remains unaffected by either the suspension of the PIRG fee or the graduation of the plaintiffs.<sup>9</sup>

III

We turn, then, to the merits of the case before us. Plaintiffs maintain that the PIRG funding system violates their right, established in *Abood v. Detroit Board of Education*, 431 U.S. 209, 235, 97 S.Ct. 1782, 1799, 52 L.Ed.2d 261 (1977), not "to contribute to the support of an ideological cause [they] may oppose as a condition of [attending the state university]." The mere fact that the PIRG fee is refundable does not, according to plaintiffs, cure the initial con-

stitutional infirmity. Moreover, plaintiffs contend that the refund scheme itself is constitutionally deficient because it forces a dissenter to disclose his or her identity prior to receiving a refund. Finally, plaintiffs take issue with the district court's attempt to balance the free speech rights of the PIRG majority against the minority's right to dissent. Because we agree with plaintiffs' first two arguments—namely, that, at least for summary judgment purposes, the PIRG fee arrangement as described in the complaint offends the principles enunciated in *Abood*, and that the refundability feature of the funding scheme does not suffice to remedy the constitutional defect—we need not reach the other contentions presented by plaintiffs.

A

Our analysis begins with *Abood*. In that case, the Supreme Court considered the validity of a Michigan statute that permitted unions and local government employers to enter into "agency shop" arrangements under which even those employees who were not union members were required to pay the union a service fee equal to union dues. The Court held that such an assessment was constitutionally permissible only insofar as it was "used to finance expenditures by the Union for the purposes of collective bargaining, contract administration, and grievance adjustment." 431 U.S. at 225-26, 97 S.Ct. at 1794. Observing that the first amendment is implicated in such circumstances—"An employee may very well have ideological objections to a wide variety of activities undertaken by the union in its role as exclusive representative," *id.* at 222, 97 S.Ct. at 1793—the Court concluded that any interference with the employees' associ-

8. We note that, should the district court conclude on remand that plaintiffs' motion for class certification should be granted, see note 16, *infra*, the presence of current RUCCAS students within the class arguably may revive the claim for injunctive relief. This could occur if the University reinstates the PIRG fee or if it is determined that the exaction of the fee is "capable of repetition, yet evading review." See *United States Parole Commission v. Geraghty*,

445 U.S. 386, 396-99, 100 S.Ct. 1202, 1209-10, 63 L.Ed.2d 479 (1980).

9. See *Abood v. Detroit Board of Education*, 431 U.S. 209, 216-17 n.9, 97 S.Ct. 1782, 1790 n.9, 52 L.Ed.2d 261 (1977) (fact that collective bargaining agreement containing agency shop clause had expired did not render case moot, because some of the plaintiffs had either refused to pay service charge or had paid it under protest).



ational rights was "constitutionally justified by the legislative assessment of the important contribution of the union shop to the system of labor relations established by Congress." *Id.* at 222, 97 S.Ct. at 1793.

The Justices, however, applied a different analysis to that portion of the union service fee used for political or ideological purposes unrelated to collective bargaining. Reasoning that compulsory political contributions "work[] no less an infringement of [the objecting employees'] constitutional rights" than do prohibitions against such contributions, *id.* at 234, 97 S.Ct. at 1799; see *Buckley v. Valeo*, 424 U.S. 1, 96 S.Ct. 612, 46 L.Ed.2d 659 (1976), and citing Thomas Jefferson's statement that "to compel a man to furnish contributions of money for the propagation of opinions which he disbelieves, is sinful and tyrannical," 431 U.S. at 235 n.31, 97 S.Ct. at 1799 n.31, the Court held that to the extent the service fee was used for purely political purposes, it could be extracted only from those employees "who do not object to advancing those ideas and who are not coerced into doing so against their will by the threat of loss of governmental employment." *Id.* at 236, 97 S.Ct. at 1800.

Implicit in Justice Stewart's opinion in *Abood* is the recognition that, when the government impinges on an individual's associational rights—either by prohibiting or compelling association—such action cannot be sustained unless it is justified by a compelling governmental interest. As the plurality stated in *Elrod v. Burns*, 427 U.S. 347, 96 S.Ct. 2673, 49 L.Ed.2d 547 (1976) (opinion of Brennan, J.), "[E]ncroachment [upon first amendment rights] 'cannot be justified upon a mere showing of a legitimate state interest.' . . . The interest advanced must be paramount, one of vital importance, and the burden is on the government to show the existence of such an interest."<sup>10</sup> *Id.* at 362, 96 S.Ct. at 2684 (quoting *Kusper v.*

*Pontikes*, 414 U.S. 51, 58, 94 S.Ct. 303, 308, 38 L.Ed.2d 260 (1973)). See also *Buckley v. Valeo*, 424 U.S. 1, 44, 96 S.Ct. 612, 647, 46 L.Ed.2d 659 (1976) ("[T]he constitutionality of [the statute] turns on whether the governmental interests advanced in its support satisfy the exacting scrutiny applicable to limitations on core First Amendment rights of political expression"). In *Abood* itself, the national interest in labor peace, fostered by the collective bargaining process, was deemed sufficiently compelling to justify some intrusion on the employees' rights to associate. Extraneous activity in the political sphere, however, could not be so justified; thus, any political expenditures "not germane to [the union's] duties as collective-bargaining representative" could not be financed from fees paid by those who affirmatively objected to the union's ideological viewpoint. 431 U.S. at 235, 97 S.Ct. at 1799.

In the case at hand, the district court found it unnecessary to examine in any detail the university's proffered justification for its assessment of the mandatory PIRG fee. Rather, the court determined that the refundability feature of the financing arrangement was adequate to cure any constitutional defect that might otherwise exist. Because we conclude that the refund provision is not adequate in this regard, see *infra*, we are obliged to examine more closely the constitutional underpinnings of the PIRG funding scheme.

The university insists that, even without the refund mechanism, the mandatory fee at issue here is constitutionally justified because PIRG "makes a legislatively recognized educational contribution to the University and its students." Brief for Appellees at 24. We do not dispute the assertion that PIRG may enhance the education of some Rutgers students. Nonetheless, for purposes of the summary judgment motion here, we must assume that at least one of

there may be considerable merit to Justice Powell's observation, we do not read the *Abood* majority opinion as requiring any less than an initial showing, by the government, of the compelling reason why it has chosen to exact the compulsory fee in the first place.

10. Justice Powell, concurring in the judgment in *Abood*, maintained that by requiring the dissenter to step forward and declare his opposition to union activities, the Court had reversed this traditional first amendment principle. 431 U.S. at 263-64, 97 S.Ct. at 1813-14. While



Cite as 686 F.2d 159 (1982)

PIRG's functions is purely political, and noneducational, in nature. Indeed, plaintiffs allege that "[PIRG] is an organization founded for the primary purpose of advocating specific ideological and political positions before the Congress of the United States, the legislature of New Jersey, and the citizens of the state." Appendix at A991. While the district court stated that "PIRG is, in large measure, a student organization and . . . performs legitimate educational functions," 516 F.Supp. at 1147, it concluded, correctly, that "at least for purposes of the [summary judgment] motion, we must conclude that not all of PIRG's activities are truly educational or adequately linked to the University to survive the *Abood* standard." *Id.* at 1148.<sup>11</sup>

[2] In holding, as we do, that—at least on the record before us—there is a genuine issue of material fact as to whether the exaction of the PIRG fee infringes upon the constitutional rights of plaintiffs, we do not mean to imply that all mandatory student fees can be invalidated on first amendment grounds. Indeed, a number of courts have held that a university's use of a mandatory (and nonrefundable) student fee to support politically active student organizations does not violate the first amendment. See e.g., *Arrington v. Taylor*, 380 F.Supp. 1348 (M.D. N.C.1974), *aff'd mem.*, 526 F.2d 587 (4th Cir. 1975), *cert. denied*, 424 U.S. 913, 96 S.Ct. 1111, 47 L.Ed.2d 317 (1976); *Veed v. Schwartzkopf*, 353 F.Supp. 149 (D.Neb.), *aff'd mem.* 478 F.2d 1407 (8th Cir. 1973), *cert. denied*, 414 U.S. 1135, 94 S.Ct. 878, 38 L.Ed.2d 760 (1974). Admittedly, these cases antedate *Abood*, and thus their analysis may be challenged. That aside, however, we note that significant differences exist between those situations in which mandatory student fees were upheld, and the case presently before this Court.

In *Arrington*, for instance, the plaintiffs, students at the University of North Carolina, complained that their first amendment

rights had been abridged because they were required to pay a "Student Activities Fee," a portion of which was used to support the university's daily newspaper. Plaintiffs disagreed with many of the editorial positions taken by the paper. The court found that the newspaper provided "a forum whereby differing views on controversial subjects are presented" and that "its most important function is to complement classroom education by exposing the student body to various points of view on significant issues." 380 F.Supp. at 1362-63. The paper "does not speak on behalf of a group with which the plaintiffs are identified. There is no group, and plaintiffs have available an additional forum to express themselves in opposition to views set forth therein." *Id.* at 1362.

The *Arrington* court relied upon the reasoning employed in a similar case, *Veed v. Schwartzkopf*, *supra*. There, the court held that the use of mandatory student fees to subsidize the school newspaper, a student government association, and a guest speaker program, did not violate the first amendment. Stressing the judicial deference traditionally accorded university officials charged with the responsibility of devising educational programs, *Healy v. James*, 408 U.S. 169, 180, 92 S.Ct. 2338, 2345, 33 L.Ed.2d 260 (1972); *Tinker v. Des Moines Independent Community School District*, 393 U.S. 503, 506, 89 S.Ct. 733, 736, 21 L.Ed.2d 731 (1969), the court concluded that sponsoring programs that provide a forum for the expression of "widely divergent opinions on a number of topics" was well within the discretion of the university Board of Regents. That body "obviously has embraced an educational philosophy that the education of students extends beyond that which takes place in the classroom under the tutelage of instructors and professors." 353 F.Supp. at 152.

In contrast with the programs upheld in *Veed* and *Arrington*, PIRG does not provide a "forum" for the expression of differing

11. The district court also found that "PIRG has two basic goals. One is to effect social and political change in the areas of its concern. PIRG's second goal is to involve university stu-

dents in public affairs so as to broaden their educational experiences and help develop a more sophisticated and active electorate." 516 F.Supp. at 1146.



views. Rather, PIRG's political stance is determined by its student Board of Directors, and students working for PIRG are foreclosed from supporting contrary positions unless such support is "okayed by the state board." Deposition of Edward Lloyd, Executive Director of New Jersey PIRG, Appendix at A621.<sup>12</sup> More important, PIRG—unlike the school newspaper under consideration in *Arrington*—is a "group"; the students who pay the PIRG fee are referred to in PIRG's literature as "constituents," Appendix at A699, and "members," Appendix at A754, A756. We note here that PIRG's ineligibility for student activity funds—precisely because of its independent status—distinguishes PIRG from the other groups on campus, which are funded by a standard "student activity fee." This fee, a lump sum used to subsidize a variety of student groups, can be perceived broadly as providing a "forum" for a diverse range of opinion. The PIRG fee, in contrast, was segregated from the other charges listed on the students' term bills, and provides support for only one organization.

To be sure, one by-product of PIRG is the education of its participants. But that end might also have been secured if the student-participants had worked for a political action group totally unconnected with RUCCAS, and yet it could not be seriously contended that student fees could be funneled to such a group. Put simply, the educational component of PIRG cannot serve to obscure the underlying substance of plaintiffs' complaint: that all RUCCAS students were obliged to finance what allegedly amounted not to a "classroom" to foster the effective presentation of the students' views, but rather to fund a political

12. See also Appendix at A310 (deposition of plaintiff Joseph P. Galda).

Q: Have you ever submitted a project proposal to your local board or to the State board or to any staff members of PIRG?

A: I asked at the State headquarters one of the staff people if they would take a project by a pro-life group, and they said given the organization's feelings about abortion, they would not.

entity devoted to the attainment of certain fixed ideological objectives.

[3] Although many student-related groups have ideological overtones, to the extent that the university determines that an organization is an appropriate participant in the total university forum, considerable deference should be accorded that judgment. This deference stems from the long-standing recognition that the university as a whole functions as a forum for the exchange of diverse views. As the Supreme Court has observed, "[t]he college classroom with its surrounding environs is peculiarly 'the marketplace of ideas.'" *Healy v. James*, 408 U.S. 169, 180, 92 S.Ct. 2338, 2346, 33 L.Ed.2d 266 (1972); *Widmar v. Vincent*, 454 U.S. 263, 102 S.Ct. 269, 273 n.5, 70 L.Ed.2d 440 (1981).<sup>13</sup> The holdings in *Veod* and *Arrington* thus correctly indicate that the university has broad latitude in providing an opportunity for students to participate in—and to oppose—the expression of a broad spectrum of ideology.

To overcome the presumptive validity of the university's judgment that an organization contributes to the university community, and to make out a prima facie case that exaction of the fee conflicts with the mandates of the first amendment, persons objecting to the fee must establish that the challenged group functions essentially as a political action group with only an incidental educational component. At that point the burden of producing evidence to counter the plaintiffs' showing or to otherwise demonstrate a compelling state interest shifts to the university. We do not rule out the possibility that, even in the face of an un rebutted prima facie showing, the university might demonstrate a compelling state

13. [REDACTED] P.2d 762, 769 (1975) ("The cases which the university relies upon to sustain mandatory student fees recognize the delicate balance between the rights of the dissenters who must finance controversial programs and the desirability of the university providing a forum for wide-ranging ideas. Yet these cases are premised on the proposition that there must be in fact a spectrum presented, not a single track philosophy.")



interest by establishing the importance of the challenged group's contribution to the university forum.

In the present situation we must order a remand because the district judge did not have an opportunity to evaluate the plaintiffs' showing against the standards we have enunciated nor did the university have the opportunity to counter the plaintiffs' showing or otherwise set forth a compelling state interest.<sup>14</sup> And because differing inferences can be drawn from the existing record, there exists a genuine issue of material fact on the question whether the exaction of the PIRG fee infringes upon the first amendment rights of the plaintiffs. Given our conclusion in this regard, it is also necessary to consider whether PIRG's refund mechanism "cures" whatever infirmity might exist as the result of the compulsory exaction.

### B

On appeal, plaintiffs argue that, under *Abood*, a refund arrangement does not suffice to remedy a constitutionally defective funding scheme: it simply serves to create "a perpetual system of violations and possible repayments, paid in again, establishing new violations." Brief for Appellants at 15-16.

*Abood* explicitly refrained from addressing the question whether a refund mechanism is sufficient to render constitutional a fee-collection arrangement such as the one at issue here.<sup>15</sup> Stating that, in fashioning a remedy, "the objective must be to devise a way of preventing compulsory subsidization of ideological activity by employees

who object thereto without restricting the Union's ability to require every employee to contribute to the cost of collective-bargaining activities," 431 U.S. at 237, 97 S.Ct. at 1800, the Court pointed with approval to the remedies discussed in two prior cases, *International Association of Machinists v. Street*, 367 U.S. 740, 81 S.Ct. 1784, 6 L.Ed.2d 1141 (1961), and *Brotherhood of Railway Clerks v. Allen*, 373 U.S. 113, 83 S.Ct. 1158, 10 L.Ed.2d 235 (1963). In *Street*, which established that "only employees who have affirmatively made known to the union their opposition to political uses of their funds are entitled to relief," 431 U.S. at 238, 97 S.Ct. at 1801, the Court outlined two possible remedies:

first, "an injunction against expenditure for political causes opposed by each complaining employee of a sum, from those moneys to be spent by the union for political purposes, which is so much of the moneys exacted from him as is the proportion of the union's total expenditures made for such political activities to the union's total budget"; and second, restitution of a fraction of union dues paid equal to the fraction of total union expenditures that were made for political purposes opposed by the employee.

*Id.* (quoting *Street*, 367 U.S. at 774-75, 81 S.Ct. at 1802-03). *Allen*, in contrast, intimated strongly that while a refund could cure past improper exactions of a fee, future exactions should be reduced, pro rata, prior to collection. There, the Court described a "practical decree" that could properly be entered, providing for: (1) the re-

ing employee may protest at the beginning of each school year the expenditure of any part of his agency-shop fee for political purposes, and then receive a pro rata refund, was not scrutinized by the court for constitutional infirmity.

We express no view as to the constitutional sufficiency of the internal remedy described by the appellees. If the appellants initially resort to that remedy and ultimately conclude that it is constitutionally deficient in some respect, they would of course be entitled to judicial consideration of the adequacy of the remedy.

431 U.S. at 242 n.45, 97 S.Ct. at 1803 n.45.

14. The funding mechanism for PIRG differs from the funding of groups supported in part by the general student activity fee which are more directly under the university's umbrella. We need not decide the significance of the difference in funding mechanism, at least in first amendment terms. It may be, however, that an exploration of university funding policy will demonstrate that funding by the standard university student activity fee justifies greater insulation from scrutiny.

15. In *Abood*, the union had adopted an internal union remedy subsequent to the onset of litigation. The plan, which provided that a dissent-



fund of a portion of the exacted funds in the proportion that union political expenditures bear to total union expenditures, and (2) the reduction of future exactions by the same proportion.

*Abood*, then, provides somewhat inconclusive authority in support of plaintiffs' position. Justice Stevens appears to have recognized as much; he concurred in the opinion of the Court but stressed that a refund very well might not be adequate: "the Court's opinion does not foreclose the argument that the Union should not be permitted to exact a service fee from nonmembers without first establishing a procedure which will avoid the risk that their funds will be used, even temporarily, to finance ideological activities unrelated to collective bargaining." 431 U.S. at 244, 97 S.Ct. at 1804 (emphasis added).

A number of courts and commentators appear to agree with the observations by Justice Stevens that a funding system requiring continual payments and subsequent refunds to dissenters may not satisfy the requirements of the first amendment. In

18, 1982), for example, the court approved a "reverse check-off" system in which employees, members of the Kentucky Education Association (KEA), had contribution to KEPAC, the political arm of KEA, deducted from their paychecks unless they affirmatively "checked off" that they declined to support KEPAC. If an employee failed to check off, but subsequently decided not to participate in KEPAC, he could stop future deductions and receive a refund

16. Cf. *The Supreme Court, 1976 Term*, 91 Harv. L. Rev. 1, 196 (1977) (commentary on *Abood*) (footnotes omitted) (emphasis in original).

The method proposed by the majority for preventing impermissible infringements of individuals' rights is fair to both the union and the employees. Since a dissenter need merely manifest his objection to nonbargaining expenditures of any kind, he is required to object only once in order to preserve his associational rights. He thus does not have to monitor every expenditure made during any given period, and need not express against his will his position on any particular cause that the union advocates. In order to

of past contributions. The fact that the employees could "check off" and thereby refuse to make donations to KEPAC in the first place was one factor that persuaded the court that the KEPAC funding scheme did not violate the rights of the dissenting members. ~~HOTEL ROOM 240/307~~

The KEPAC court compared the scheme at issue before it to that invalidated on statutory grounds in *Federal Election Commission v. National Education Association (NEA)*, 457 F.Supp. 1102 (D.D.C.1978), in which a \$1.00 annual political contribution was automatically deducted from each NEA member's paycheck; if the member did not wish to contribute, he was required to "submit a separate written request for a refund rather than being able to disallow its deduction in the first place." *Id.* at 1103-04. This system, declared the District Court, placed an undue burden on the dissenting employees. Unlike *Abood*--in which "it was reasonable to put the burden on the dissenter to come forward" because the fee at issue was a lump sum payment used to cover both collective bargaining and political activities--in *NEA*, the \$1.00 political payment was segregated from dues, and thus "there is no comparable justification for placing the burden on the dissenter." *Id.* at 1107 (footnote omitted).<sup>16</sup>

[4] We need not decide today whether, in a situation identical to that in *Abood*, a refund mechanism would be sufficient to cure an otherwise unconstitutional fee assessment. For, like the \$1.00 fee invalidated in *NEA*, the fee collection arrangement at issue here would appear to provide little justification for a refund procedure (as op-

effectuate fully the goals underlying *Abood*, a court also should require the union to prepare a schedule of estimated yearly disbursements before collecting fees from nonunion members in the future and to make this schedule available for inspection by all employees. Such a requirement will allow disputes concerning the permissibility of any given expenditure to be resolved before an employee has parted with his money but will not impose any undue hardship upon the union. There will thus be more assurance that inertia will not persuade a dissenter to relinquish his constitutionally protected right to freedom of association.



posed to permitting dissenters to withhold payment from the start) than did the scheme in *Aboud*. In that case, at least a portion of the compulsory union dues could be justified "by the legislative assessment of the important contribution of the union shop to the system of labor relations established by Congress." 431 U.S. at 222, 97 S.Ct. at 1793. Thus, it might be argued that a refund was the only administratively practicable method by which the dissenter's rights in *Aboud* could be recognized. Here, however, for purposes of summary judgment, we are required to assume that no compelling governmental interest can be shown that justifies the assessment of any portion of the PIRG fee.<sup>17</sup> In the absence of such a demonstrated interest, a fee used to finance political activity cannot be exacted—even temporarily—from those unwilling to pay.<sup>18</sup>

## IV

We hold, therefore, that the plaintiffs' allegations state a claim for relief under the first and fourteenth amendments. The judgment of the district court granting summary judgment for the defendants will be reversed and the case remanded for proceedings consistent with this opinion.<sup>19</sup>



17. The dissenters object to the *entire* fee and under the University's refund system, the *entire* fee would have been returned to the dissenter upon request. We have been presented with no convincing reason—besides the obvious motive to procure additional funding from those students who do not wish to join PIRG but who are indifferent enough to forego seeking a refund—why PIRG could not obtain its financial support through purely voluntary contributions. In this regard, we perceive no constitutionally significant distinction between a "check-off" system in which the student states that he or she wishes to support PIRG, and a "reverse check-off" system in which the student states that he or she declines to support PIRG.

18. The district court concluded that any constitutional difficulties arising from the PIRG assessment were "redeemed" by Rutgers' "adequate" refund arrangement. Apparently, a re-

Clifton L. GOODRICH, Petitioner,

v.

U. S. DEPARTMENT OF THE NAVY  
and Merit Systems Protection Board,  
Respondents.

No. 81-1344.

United States Court of Appeals,  
Third Circuit.

Submitted Under Third Circuit Rule 12(6)  
July 30, 1982.

Decided Aug. 4, 1982.

Demoted naval station employee petitioned for review of final order of Merit Systems Protection Board dismissing his appeal for lack of subject-matter jurisdiction. The Court of Appeals, Gibbons, Circuit Judge, held that: (1) under the circumstances, doctrine of exhaustion of administrative remedies would not be employed to bar judicial review of the Board's decision, and (2) if employee chose to pursue his administrative remedies, he would have burden of proving that he was affected by a reduction in force and that the Board therefore had jurisdiction over his appeal.

Vacated and remanded.

quested refund was not forthcoming until the end of the semester in which the fee was paid, as a result, the fees collected in the fall semester allegedly were not returned until after the fees had been paid for the spring term. Thus, according to the plaintiffs, PIRG had the use of every student's money for virtually the entire school year. While this contention may have considerable merit, we of course need not consider it, given that we have concluded that even a temporary exaction of the PIRG fee from Rutgers' students cannot be justified on the present record.

19. On remand the district court may wish to reconsider plaintiffs' motion to compel discovery, as well as the district court's order denying plaintiffs' motion for class certification. See Herbert E. Newberg *Class Actions*, Ch. 3, § 1120h (1977).





# OFFICE OF THE ATTORNEY GENERAL

## MEMORANDUM

TO: Dr. H. George Frederickson, President, EWU

FROM: Mark R. Cassidy, Assistant Attorney General

RE: Proposed Negative Check-Off for the WSL

Twice during the past five months a "negative check-off" system has been discussed with the Board by representatives of the Washington Student Lobby (WSL). As proposed, a student registering at Eastern Washington University (EWU) would be assessed one dollar (\$1.00) per quarter for membership in the WSL unless he or she expressly states and designates that the charge is not to be assessed against his or her account.

The fee itself is a permissible "voluntary fee" described by RCW 28B.15.610 as "a fee or charge which the students voluntarily maintain upon themselves for student purposes only." The proposed method of exacting the fee is constitutionally questionable. It is hoped that this memo might provide you with important background information which focuses on the legal issues of this question.

In his memo to Richard E. Flamer on March 17, 1983, Mr. David Rudy, ASEWU President, represented that the legality of the negative check-off system had been upheld in Galda v. Bloustein, which allegedly stood for the proposition that there was no constitutional difference between a negative and a positive check-off system. That arguably may have been the holding of the United States District Court at 516 F.Supp. 1142, however, on appeal, the United States Court of Appeals, Third Circuit, reversed the District court decision and remanded the matter for trial on the merits. (On August 8, 1983, I discussed the matter with the attorneys involved in the Galda litigation and the case remains in the discovery stage with no substantive action since the remand by the Court of Appeals. Furthermore, no date has been set for trial.)

In Galda, the Court of Appeals found Rutgers University's funding of the New Jersey Public Interest Research Group, Inc.



(New Jersey PIRG), a politically active social action organization, out of mandatory student fees, constitutionally questionable despite the existence of a refund mechanism by which students who disapproved of the organization's activities could recover that part of their fees designated for the organization. The court held that the funding arrangement might violate an individual's constitutional right not "to contribute to the support and ideological cause [they] may oppose as a condition of [attending the state university]." See Abood v. Detroit Board of Education, 431 U.S. 209, 235 (1977).

The plaintiffs in Galda challenged the Rutgers' policy on the basis that the mandatory but refundable fee violated their constitutional rights; in particular, the arrangement (1) compelled support of ideas which students disagree, (2) resulted in an impermissible intrusion on their freedom of association and (3) resulted in governmental support of political orthodoxy. Plaintiffs asserted, and the Court of Appeals agreed, that under the circumstances alleged, the students constitutionally could not be required to shoulder the "modest burden" of requesting a refund. In the WSL proposal, the negative check-off system, a student would be required to check that they did not want \$1.00 assessed against their account to be assigned to the Washington Student Lobby.

In footnote 7, the Court of Appeals expressly stated that the analysis of the case did not depend on the particular means by which students are to request a refund. The court assumed that the university could show no compelling governmental interest in the imposition of the fees and thus concluded that the District Court reliance, in granting a summary judgment for the university, on the refund mechanism was misplaced.

The legality of the proposed negative check-off by the Washington Student lobby remains constitutionally questionable. In Good v. Associated Students of the University of Washington, 86 Wn.2d 94 (1975) the Washington Supreme Court sustained the collection of mandatory fee by the University of Washington which was allocated to the Associated Students. The court, while recognizing that the student corporation operates as an agency of the State of Washington pointed out the need for that organization in its expenditures to:

[r]ecognize the delicate balance between the rights of dissenters who must finance controversial programs and the desirability of the university providing a forum for wide-ranging ideas. . . . These cases (those upon which



Eleanor Chase

OFFICE OF THE ATTORNEY GENERAL

Page 3

August 9, 1983

the university relies to sustain mandatory student fees) are premised on the proposition that there must be in fact a spectrum presented, not a single track philosophy.

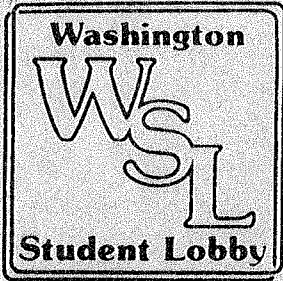
I suggest there may be a distinction to be made between the nature of the Associated Students (an agency of the State of Washington) and WASH PIRG (the Washington counterpart to New Jersey PIRG); similarly, there may be a distinction also to be drawn between the nature of the services provided by WASH PIRG and the Washington Student Lobby.

As a result of the above-described circumstances, I cannot recommend nor advise that the Board adopt, as the exclusive method of collection, a negative check-off option for the students for funding the WSL.

I trust the foregoing has been of some assistance and if you have any further questions do not hesitate to contact me.

cc: Russell Hartman





---

1063 S. Capitol Way #213-B, Olympia, WA 98501 (206) 786-8830

August 25, 1983

Mark Cassidy  
Asst. Attorney General  
960 Paulsen Professional Bldg.  
Spokane, Washington 99201

Dear Mr. Cassidy,

I am sending you a revised draft of the EWU/WSL agreement incorporating several of your suggestions.

You will notice that this draft agreement presumes that the WSL fee will be both optional and refundable. Students not wishing to pay the WSL fee would be able to decline payment by a "negative" or "reverse" check-off system. They would also have the opportunity to request a refund of the fee anytime within the first five weeks of each quarter. These refunds would be made by WSL directly to students and would not require action by EWU.

I am also sending you a copy of the U.S. Court of Appeals decision on the Galda-v-Bloustein case (Cite as 686 F.2nd 159 1982). As you will see the plaintiff challenges a mandatory but refundable fee collected by Rutgers College for New Jersey PIRG. Even an adverse decision in the Galda case should not affect the optional and refundable fee mechanism proposed by WSL for EWU.

In fact I believe the Appeals Court's opinion supports WSL's case that the "negative" or "reverse" check-off system is constitutionally acceptable and is considered voluntary by the court. Specifically, I call your attention to footnote 17 on page 169:

"...we perceive no constitutionally significant distinction between a "check-off" system, in which the student states that he or she wishes to support PIRG, and a "reverse check-off" system, in which the student states that he or she declines to support PIRG."

Further support for this opinion can be found in the case of KEPAC-v-Kentucky Registry of Election Finance (Cite 677 F.2nd 1125, 1982):

"The Court of Appeals, John T. Nixon, District Judge, sitting by designation, held that reverse check-off system in case at bar amply protected rights of dissenters and met the tests for determining voluntariness of contributions."



The negative check-off procedure proposed by WSL includes a number of safeguards that protect dissenting members and substantiates the voluntary nature of the fee:

1. A majority of EWU students had to sign a petition requesting the collection of a WSL fee.
2. Students not wishing to pay the fee may decline payment.
3. Students who pay the fee may request and receive a refund.
4. Students can join WSL's EWU chapter and attempt to influence the policies of WSL.
5. Students elect two of the three EWU representatives to WSL's state Board of Directors. (Any member student may run themselves for WSL's state Board.)
6. Every three years a student body referendum will be held to determine support for the WSL fee collection and majority support is required to continue the fee.

Thank you for your conscientious work on the EWU/WSL agreement and for your helpful advice about the court cases mentioned above. I hope we will be able to refine the agreement further and send a draft out to EWU Trustees in time for consideration at the September Board meeting.

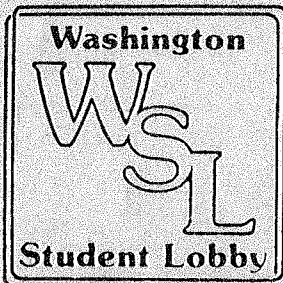
Thanks for your cooperation,



Allen Jones  
Executive Director

cc: Russ Hartman  
Gina Hames ASEWU President  
Darcy Roenfeldt WSL Chair





---

1063 S. Capitol Way #213-B, Olympia, WA 98501 (206) 786-8830

August 25, 1983

Russ Hartman  
Director  
Planning and Budgeting Services  
Eastern Washington University  
Cheney, Washington 99004

Dear Russ,

I am sending you a revised draft of the EWU/WSL agreement.

You will notice that it contains several changes from the original draft. Some of these are the result of suggestions made by Mark Cassidy, others are made in an attempt to answer the concerns of EWU Trustees about the "voluntary" nature of the WSL fee.

The most significant change is provision for a refund policy as well as the negative check-off option at the time of payment of tuition and fees. This is the same arrangement we are making with TESC. We plan to make up refund cards which would be available at the registrars and elsewhere on campus. Students could fill out the cards and turn them in to WSL and we will refund their \$1.00 by check.

I also added several sections which spell out in more detail the services that WSL provides and the opportunities EWU students have for getting involved and influencing WSL policies.

Gina Hames and I will continue to work with Mark Cassidy to address his concerns. We appreciate your cooperation with WSL and look forward to working out the details of the EWU/WSL agreement.

Sincerely,

Allen Jones

cc: Gina Hames



## 2.0 General Background

The Washington Student Lobby was first conceived in the spring of 1981, by members of the Washington Association of University Students. The WSL was modeled after successful student lobbies in other states, most notably California and Pennsylvania. The idea behind the WSL was to allow the students of the State of Washington to have an avenue to voice their concerns and opinions about higher education issues to the state legislature.

The WSL is composed of the six public four-year universities and colleges in Washington. The member institutions include the University of Washington, Washington State University, Western Washington University, Central Washington University, Eastern Washington University and The Evergreen State College.

In order for an institution to officially seat all of its members as outlined in the organizational structure section (3.0), it must first hold a petition drive. The petition drive must obtain at least 50% of the student body signatures.

In addition to the petition drive, each school must also establish a funding mechanism that will enable each student at that school to voluntarily contribute a fee of \$1.00 per semester or quarter, depending on the school's academic calendar.

At this time four schools have completed both requirements for official seating of their members. These schools are UW, WSU, WWU and CWU. EWU and TESC are currently in the process of completing both requirements. Until they obtain the necessary signatures and establish their funding mechanisms, they are only allowed one representative on the 21-member governing board.

The WSL officially incorporated with the State of Washington in September of 1982. The Olympia office of the Lobby first opened its doors on December 1, 1982. The 1983 legislative session was the first effort that the WSL made in attempting to influence legislation on behalf of the students of Washington.

The WSL is still in its early stages, with many obstacles ahead and many decisions to be made, but the base organization is in place and from all observations, the Washington Student Lobby will be a successful part of the legislative process in Washington.



### 3.0 Organizational Structure

The organizational structure of the Washington Student Lobby is specifically outlined in the Bylaws (3.2) of the organization. This section of the report will provide organizational charts for the WSL and section 4.0 will detail some of the jobs associated with the organizational structure, specifically those that are involved with the financial aspects of the WSL.

The WSL is a political organization based on the cooperation of member schools. The main policy-making function rests with the state WSL board. Each school will establish their own policies and directions through their own local boards. Both the state and local boards will work in conjunction with the central WSL office in Olympia, which will provide the administrative functions of the Lobby.

The state board of the WSL is a 21-member board with representatives from each member school. Each school is allowed at least three members on the board. The Associated Student President or its equivalent from each school is automatically a member of the state board. There is also an at-large representative and a person to represent the views of minority and disadvantaged students from each school. These last two representatives are to be elected by the members of the WSL at each school. In addition to the three representatives described above, there will also be seats designated for graduate student representation. The presidents of the Graduate Student Senates at UW and WSU are both official members of the state board. There is also a graduate student representative that is to represent the graduate student populations at the regional universities.

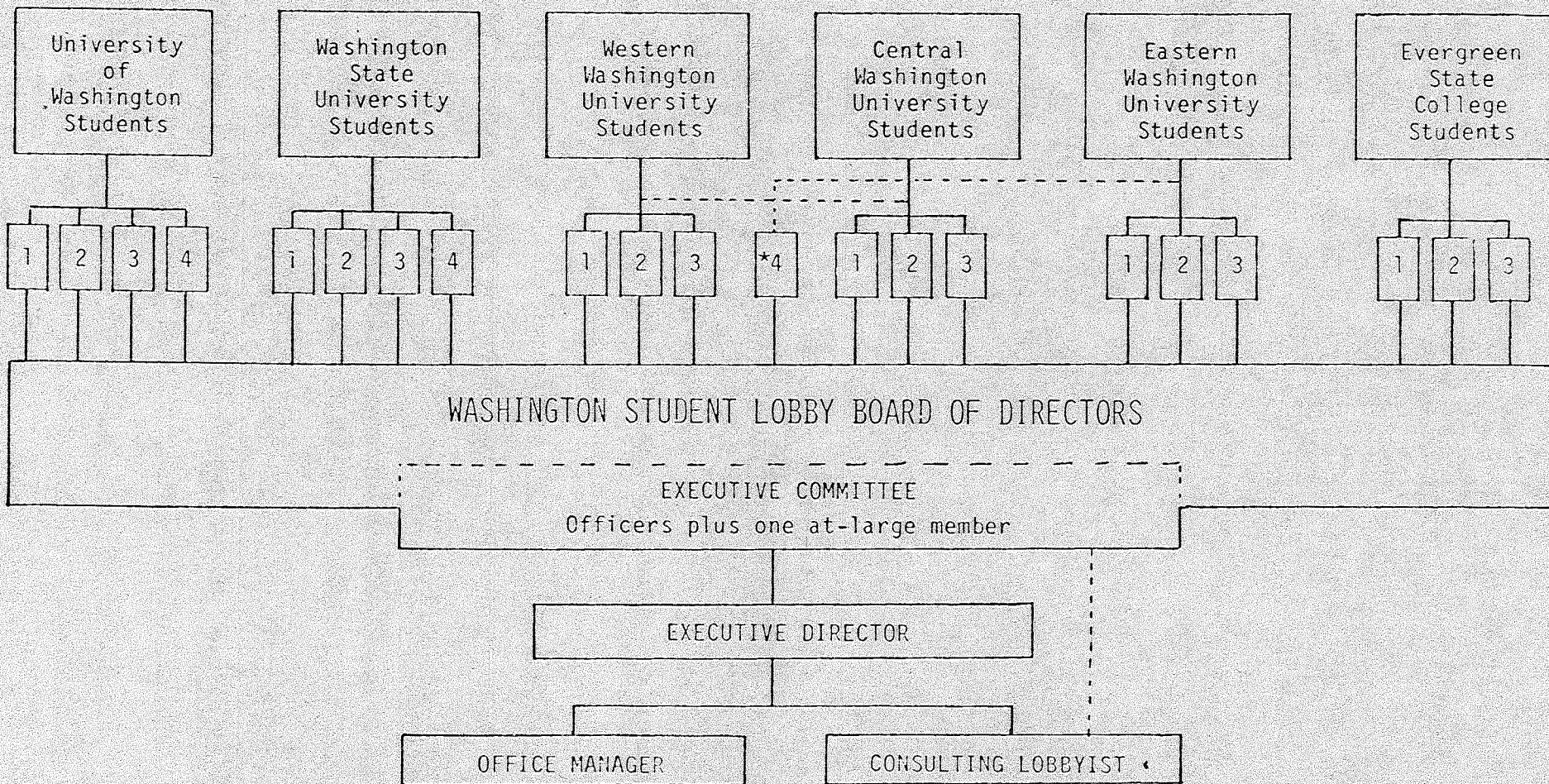
The Executive Committee of the WSL consists of the elected officers plus one at-large member elected by the board. The Executive Director serves on the Executive Committee as a nonvoting member. Policy questions that arise between meetings of the board are referred to the Executive Committee.

The composition of the local boards will vary from school to school, but the basic structure is similar at each school. The members of each school's state delegation are generally automatically on the local board along with people to fill functional positions such as a public relations director, a treasurer, an issues committee chairperson, and a chairperson of an administrative committee.

The administrative responsibilities of the Washington Student Lobby are carried out at the central office in Olympia. The central office has a very limited staff, with the Executive Director and the Office Manager being the only two staff members at present. The efforts of the Contract Lobbyist (4.3) are also coordinated out of the central office. The jobs of Executive Director and Office Manager are described in sections 4.1 and 4.2.



### WSL ORGANIZATIONAL STRUCTURE



- 1. Associated Student Body President or the equivalent.
- 2. At-large Representative (elected).
- 3. Diversity Representative (elected).
- 4. Graduate Student Representative (GPSS or GPSA President).
- \*4. Rotating Graduate Student Representative (shared by WWU, CWU and EWU).

(5/9/83)



BYLAWS  
OF  
THE WASHINGTON STUDENT LOBBY  
(A Nonprofit Corporation)

(Revised 7-23-83)

ARTICLE I. NAME AND STATEMENT OF PURPOSE

Section 1. Name. This association shall be known as the Washington Student Lobby, hereafter called the WSL.

Section 2. Statement of Purpose. The purpose of the WSL shall be:

- (a) To provide students the skills, techniques, and information necessary to make them more effective in pursuing interests of students in higher education.
- (b) To educate policy makers as to these needs and interests.
- (c) To represent students in a manner which is both democratic and accountable.
- (d) To form a strong and active presence on each university campus that will develop a broad base of student support, and specifically to involve students who have not traditionally been involved in student politics.

ARTICLE II. MEMBERSHIP

Section 1. Institutional. All four-year public institutions of higher education in Washington are eligible for membership in WSL. To achieve institutional membership, a petition drive must be conducted asking students if they are willing to assess themselves a voluntary fee to finance the WSL. An institution shall become a member of WSL following collection of signatures of over 50 percent of the currently enrolled student body. (This signature requirement can be waived for one year for any school for good cause shown to a majority of the WSL Board of Directors.) Associated Students President or the equivalent shall be eligible to have one vote on the Board, pending signature completion.

Section 2. Individual. Any student currently enrolled in a four-year public institution of higher education which belongs to the WSL shall be an individual member if he/she has contributed the individual membership fee.

Section 3. Termination of Membership. A recertification process shall take place at least every three years. The process shall consist of an election on each member campus asking students whether the WSL fee shall be altered or continued. If a majority of voting students wish to alter continue or discontinue the fee mechanism, the institution's membership shall be altered, continued or terminated accordingly. To re-establish institutional membership, a petition drive must be conducted as outlined in Article II, Section 1.

A recertification may be initiated at any time that such a proposed petition receives the signatures of 25 percent of the student body.

ARTICLE III. GOVERNMENT OF THE WSL - STATE LEVEL

Section 1. Board of Directors. The general management of funds, affairs and property of the WSL shall be vested in the Board of Directors. At the



first official WSL Board meeting (as so declared by the incorporators), initial members of the WSL Board shall be formally designated and seated.

Each member institution shall be eligible to have at least three voting members on the WSL Board. The voting representatives shall include: (1) the Associated Students President, or the equivalent; (2) a second at-large representative to represent the local chapter; (3) a third representative who will represent the interests of minority and/or disadvantaged students. One of these representatives will be the Chair of the institution's local WSL Board.

It shall be left to each WSL local chapter how to define, and on what basis to select the "at-large" student representative. However, that process must be approved by the entire WSL Board prior to the time such member shall have voting privileges on the Board.

The "minority and/or disadvantaged" student representative shall have awareness and background of the constituencies he/she is representing. However, the process and the criteria for selection must be approved by the entire WSL Board prior to the time such member shall have voting privileges on the Board.

The Graduate and Professional Student Senate President from the University of Washington and the Graduate and Professional Student Association President from Washington State University, or their designees, shall be voting members of the WSL Board.

One additional seat on the WSL Board shall be designated for a floating graduate representative. This person shall be selected on a revolving basis from a pool composed of one graduate student representative from each of those institutions without a formal graduate student government.

Section 2. Officers. The officers of the WSL Board shall be members of the Board, and shall consist of:

- (a) Chair -- Serves as Chair at all meetings; sets meeting agendas, times and locations; carries out other duties as defined by the Board.
- (b) Vice Chair -- Assists Chair in setting meeting agendas, times and locations; serves as Chair in absence of Chair; carries out other duties as defined by the Board.
- (c) Secretary -- Records all Board meetings; distributes minutes.
- (d) Treasurer -- Reports on current financial status, and monitors financial activities; serves as substitute Chair when necessary.

Section 3. Executive Committee. The WSL Executive Committee shall be made up of Chair, Vice Chair, Secretary, Treasurer, one at-large Board member elected by the Board, and the Executive Director who will serve as a nonvoting ex officio member.

Section 4. Election of Officers. The election of the officers of the WSL Board shall take place at the first meeting of the fiscal year, from July 1 to June 30.

Section 5. Term of Office. The term of office for the WSL Board of Directors shall run for one fiscal year, from July 1 to June 30 except as provided below:

- (a) The term of the Associated Students President, or the equivalent, from each school shall be concurrent with his or her term of office with the Associated Students.



- (b) The term of the Graduate and Professional Student Senate President and the Graduate and Professional Student Association President, or their designees, shall be concurrent with their term of office with their graduate and professional student organizations.

Section 6. Meetings. Meetings of the WSL Board shall be held at least once a month. A majority of the currently seated Board of Directors representing at least four of the member institutions shall constitute a quorum. Voting by proxy shall be allowed only by approval by the Board of Directors upon written notice from the Board member naming the proxy.

For a motion to pass, it must obtain a simple majority of the votes cast by the attending Board members.

#### ARTICLE IV. GOVERNMENT OF WSL - LOCAL LEVEL

Section 1. Officers. The officers of the local WSL chapter shall consist of Chair, Vice Chair, and Secretary/Treasurer selected from its membership. The Chair shall be a member of the statewide WSL Board of Directors. The local WSL Board shall be the controlling Board for that institution's local chapter.

Section 2. Local Autonomy. The local WSL chapter shall be independent of the Associated Students of the institution in which it is located.

Section 3. Funding. The local WSL chapter shall be provided with funding from the central organization in Olympia.

#### ARTICLE V. POLICIES AND PROCEDURES

The WSL will comply with all provisions of the Washington State Open Public Meetings Act.

The WSL will not publicly endorse candidates, nor will it make financial contributions to political campaigns.

The WSL Board of Directors will adhere to Robert's Rules of Order during all meetings.

#### ARTICLE VI. INDEMNIFICATION

Each director and officer of the corporation now and hereafter serving as such shall be indemnified by the corporation against any and all claims and liabilities to which he has or shall become subject by reason of serving or having served as such director or officer, or by reason of any action alleged to have been taken, omitted, or neglected by him as such director or officer; and the corporation shall reimburse each such person for all legal expenses reasonably incurred by him in connection with any such claim or liability, provided, however, that no such person shall be indemnified against, or be reimbursed for any expense incurred in connection with, any claim or liability arising out of his own willful misconduct or gross negligence.

#### ARTICLE VII. ALTERATION OF BYLAWS

Alteration of the WSL Bylaws shall require a two-thirds majority of votes cast by the attending Board members.



WASHINGTON STUDENT LOBBY

ADOPTED

1983-84 BUDGET

AUGUST 14, 1983

		JULY 83	AUG. 83	SEPT. 83	OCT. 83	NOV. 83
<b>REVENUE</b>						
	BEGINNING BALANCE:	12120	9180	9000	4435	500
0 01	UW		1700			500
0 02	WSU					1100
0 03	WWU		1800			600
0 04	CWU				600	400
0 05	EWU					
0 06	TESC					
0 06	Interest income	80	60	50	20	40
0 07	Newsletter Subscriptions					
0 08	Other	400	100			
	<b>MONTHLY TOTALS:</b>	<b>480</b>	<b>3660</b>	<b>50</b>	<b>620</b>	<b>2240</b>
<b>EXPENSES</b>						
1 00	Staff	1000	1500	1250	1400	1400
2 00	Taxes	590	335	425	700	430
3 00	Goods & Services					
10 20	Rent & utilities	150	180	240	180	180
30	Phone	430	350	300	300	300
40	Copying & Printing	95	300	100	100	100
	All other Goods & Services	430	300	100	100	100
4 00	Travel	415	350	350	350	350
5 00	Furniture & Equipment	60	25	150	25	25
6 00	Publications		100	500	400	300
7 00	Events & Conferences					
8 00	Contingency		100			
9 00	LOCAL CHAPTER EXPENSES	250	300	1200	1000	1000
	<b>MONTHLY TOTALS:</b>	<b>3420</b>	<b>3840</b>	<b>4615</b>	<b>4555</b>	<b>4180</b>
	<b>ENDING BALANCE:</b>	<b>9180</b>	<b>9000</b>	<b>4435</b>	<b>500</b>	<b>1875</b>
	<b>REVENUE YEAR TO DATE:</b>	<b>480</b>	<b>4140</b>	<b>4190</b>	<b>4810</b>	<b>2725</b>
	<b>EXPENSES YEAR TO DATE:</b>	<b>3420</b>	<b>7260</b>	<b>11875</b>	<b>16430</b>	<b>20615</b>



DEC. 83	JAN. 84	FEB. 84	MAR. 84	APRIL 84	MAY 84	JUNE 84	TOTALS
18755	14465	7485	595	7915	11675	6235	
			4500			4000	15200
				11000			22000
			6500			6000	20300
			1000			1000	3000
			1000			1000	2000
			1000			1000	2000
120	100	40	50	90	90	100	840
							500
120	100	40	14050	11090	90	13100	65840
1400	3000	3000	3000	3000	2400	2400	24750
430	1000	750	750	1100	650	650	7810
180	180	180	180	180	180	180	2190
300	500	400	400	400	300	300	4280
150		200		100			1145
100	300	300	300	450	200	200	2880
350	600	600	600	600	400	400	5365
200	100	100	100	100	100	100	1085
300	400	400	400	400	300	300	3800
							100
1000	1000	1000	1000	1000	1000	1000	10750
4410	7080	6930	6730	7330	5530	5530	64155
14465	7485	595	7915	11675	6235	13805	
27370	27470	27510	41560	52650	52740	65840	
25025	32105	39035	45765	53095	58625	69155	



## WASHINGTON STUDENT LOBBY MEMBERSHIP FEE

1. The Washington Student Lobby Membership Fee is an optional, refundable \$1.00 fee added to other fees charged by the College and collected by the College for the support of the WSL.
2. The Washington Student Lobby is a state-wide association of college and university students formed to represent student interests in the legislature and to inform students about how to participate in the political process. The WSL is managed by a student board of directors including three representatives from TESC.
3. Payment of the WSL fee entitles you vote in the election of TESC representatives to the state board of directors and to serve on the TESC chapter of the WSL.
4. You may either decline payment of the WSL fee or pay the fee and request a refund within the first five weeks of the academic quarter. (Refund request forms are available in the Registrar's office.)
5. The WSL fee will be automatically refunded to students who withdraw prior to the 10th day of the quarter.
6. If you do not wish to pay the WSL fee you may deduct one dollar (\$1.00) from you bill.

Prepared by:  
Allen Jones  
Aug. 10, 1983



# WASHINGTON STUDENT LOBBY

## VOLUNTARY MEMBERSHIP FEE

The undersigned, as duly registered students at Eastern Washington University, agree to support the Washington Student Lobby in its voluntary membership fee proposal. We understand that EWU will collect a voluntary \$1.00 per quarter membership fee paid by students with registration fees. All such monies shall be used to advocate for the interests of the students of Washington's 4-year public colleges and universities. If implemented, continuation of this fee will be subject to approval of the students at Eastern Washington University every three years.

*SIGNATURE*

*PRINT NAME*

*STUDENT I.D. #*

1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			



# AGREEMENT

## AGREEMENT

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1983, by and between The Evergreen State College (hereinafter called "College") and the Washington Student Lobby, a Washington non-profit corporation (hereinafter called "WSL").

### W I T N E S S E T H

WHEREAS, a majority of College students have requested the College to collect from each College student an optional, refundable fee to be turned over to WSL; and

WHEREAS, WSL has requested that this agreement be entered into; and

WHEREAS, The College is willing to collect fees from its students (except as to those students who elect not to pay the same and who may do so without penalty), on the condition that WSL will refund the fee to College students who desire refunds, in strict accordance with this agreement,

NOW, THEREFORE, in consideration of their mutual promises, and the authorization of the Board of Trustees, the College and WSL agree as follows:

1. The College shall, commencing with the beginning date of formal registration for winter quarter, 1984, bill each student assessed Services and Activities fee a special optional, refundable \$1.00 fee per quarter (hereinafter "WSL fee").
2. The College will remit to WSL the WSL fees actually collected, less administrative costs of collecting same, no later than thirty-five (35) calendar days after the beginning of the quarter. Payment will be in the form of check(s), made payable to WSL, and transmitted to the Executive Director and the Chair of the Board of Directors. The College shall have no obligation either to remit fees on behalf of students who elect not to pay the WSL fee or to penalize students who elect not to pay the WSL fee.
3. The College shall be reimbursed for all administrative costs incurred in the collection of the WSL fee. The College shall deduct an amount of \$.25 per transaction for winter quarter, 1984 and \$.14 per transaction each quarter thereafter for costs of collection. In the event that the estimated staff time for answering student inquiries about the WSL fee are different than originally projected this deduction will be raised or lowered accordingly. Estimated staff time to answer phone and in-person inquiries are as follows: 1500 contacts at 2 minutes @ \$7.00 per hour for winter quarter, 1984, and 375 contacts at 2 minutes @ \$7.00 per hour for each quarter thereafter. WSL shall pay a one-time set-up charge to the College of \$750.00 during winter quarter, 1984. The College shall deduct all its costs from the funds collected for the WSL fee each quarter.
4. The College shall remit to WSL a list of all students who have paid the WSL fee no later than thirty-five (35) calendar days after the beginning of the quarter. A partial list of all students who have paid the fee by the regular fee payment deadline shall be remitted to WSL by the College no later than seven (7) class days after the beginning of the quarter. All lists of students who have paid the WSL fee that are provided to WSL shall bear the names, and student identification numbers of the contributors. The College shall supply the names and addresses of all students who have paid the WSL fee and who have authorized the College to release



such information. WSL shall have no obligation to provide students with refunds until a list of students who have paid the WSL fee by the regular payment deadlines is transmitted to WSL.

5. The College shall guarantee the use of space on campus at convenient locations to display information about WSL's refund policy and to provide students the opportunity to request refunds in accordance with this agreement.

6. This agreement shall affect the collection of the WSL fee by the College during all summer quarters henceforth only when S and A fees are collected.

7. WSL shall refund without protest the WSL fee to each student who has paid the WSL fee and who, during the same quarter desires a refund, on condition that the student requests the refund during the first five week period of each quarter. WSL shall provide a convenient method for students to request and receive refunds and shall provide convenient locations on the College campus where students may request refunds. Such refunds shall be made in an expeditious manner to each student who requests a refund, provided the student indicates his or her name and student number and the student's name appears on the list of students who have paid the WSL fee. So as to give reasonable notice to students who desire refunds, WSL shall publicize through the official student newspaper, posting, and other methods, the process for requesting and receiving refunds during each respective quarter. All students who have paid the WSL fee and who desire refunds from WSL shall have reasonable access to refunds, including students enrolled in the Vancouver program, the Tacoma program, and those attending evening classes in each respective quarter. For cases with extenuating circumstances, individual arrangements will be made of the refunding of fees.

8. This contract shall terminate when, in both of any two consecutive quarters, the total of (a) those students requesting refunds, and (b) those students who have elected not to pay the WSL fee, exceeds 50% of the number of students assessed the WSL fee in each of those two consecutive quarters. For the purposes of this paragraph, summer quarter shall not be considered as "consecutive quarters". In the event the contract is terminated under the provisions of this paragraph, the obligations of the College and WSL shall be observed during the quarter following the second "consecutive quarter" but shall be of no effect thereafter.

9. The Evergreen chapter of WSL will conduct a student body referendum at least every two years or the propose of determining support for the continuation of the chapter and the funding system. If less than a majority of those voting express support for the continuing the program, the WSL chapter will cease at the end of the quarter in which the referendum is held. This referendum shall be held during winter quarter in conjunction with the registration process. During registration numbered ballots shall be distributed to each student.

10 WSL shall adopt and maintain accepted accounting principles, methods and records. Not later than the eighth week of each quarter, WSL shall furnish the College Controller a certificate signed by its Chair as to the number and amount of refunds or refundable fees paid out by WSL to College students in each respective quarter.

11. It is understood that the College shall give notice of the WSL fee and identify the non-mandatory features of the fee collection with its fee statements.



12. The College's activities in the collection of the refundable fee and turning the same over to WSL shall be that of collection agent only, it being understood that none of the College's own funds shall be paid over pursuant to this agreement and that neither the execution of this contract nor any performance hereunder shall be construed as approval by the College of any action taken or proposed by WSL. No public statement or publication by WSL shall state that any views or recommendations contained therein are those of any college or university with whom WSL has entered into a fee collection agreement.

13. WSL shall indemnify and hold harmless the College and its Trustees, and each of them from any and all claims, demands and causes of actions brought by anyone making any claim or demand or bringing any suit or proceeding seeking to establish that the College's activities in the collection of the refundable fee is not according to law or otherwise is an improper or illegal function of the College or its Trustees. WSL shall provide the necessary legal defense (including costs and disbursements necessarily incurred in connection therewith) of any such claims, demands, suits or proceedings.

14. WSL and its chapters will at all times abide by Internal Revenue Code regulations governing the activities of 501 (c) (4) organizations. WSL shall make no gifts to legislators or financial contributions to campaigns for political offices and shall not endorse candidates for such offices.

15. WSL shall limit its lobbying activities to matters affecting students in higher education.

16. The Evergreen State College chapter of WSL will have equal status with chapters from other regional universities which are members of WSL in terms of numbers of representatives seated on the State Board.

17. The Board of Trustees of The Evergreen State College reserve the right to terminate this agreement at any time by giving the WSL chapter 30 days notice of such termination which termination shall be effective at the end of 30 days. Such notice shall be given in writing.

The Evergreen State College

Washington Student Lobby

By \_\_\_\_\_

By \_\_\_\_\_  
WSL Chair

By \_\_\_\_\_

By \_\_\_\_\_  
WSL Executive Director



Recommendation of ASEWU Regarding Fee Mechanism for Washington Student Lobby

After carefully addressing all the options presented, I consider the "negative check off" system to be the most beneficial WSL fee mechanism for the students at Eastern Washington University. Under this system students choosing not to support WSL may do so by checking the WSL box at the time of registration. If a student chooses to support WSL but later during that same quarter decides to withdraw support, his/her money will be refunded by the WSL.

Therefore, I recommend to the Board of Trustees to move to support the Washington Student Lobby by the negative check off system.


Gina Hames  
A.S. President



# EWU

## Memorandum

To: H. George Frederickson, President

From: Russ Hartman, Vice President for Business & Finance 

Date: September 12, 1983

Subject: Contractor's Minority Employment Report

The Contractor's Minority Employment Report for the month of September, 1983 is attached for the information of the Board of Trustees.

The report reflects the minority employment status of each contractor/engineer/architect firm engaged in major projects on the campus. The numbers shown are from the most recent billing from each firm.

1f/8 Q



CONTRACTOR/CONSULTANT MINORITY EMPLOYMENT STATUS REPORT  
September 1983

Sheet I of 2

CONTRACTOR/CONSULTANT	Total Workers	Women		Minority Workers (Included in Total)							
		#	%	Black	Asian Amn.	Native Amn.	Spanish Surname	Other	Total	% of Total	
Adkinson/Leigh/Sims Cuppage Architects - Baseball Field Reloc. Pavilion Soffit Replace.											
A. First Billing	20	5	25	0	1	0	0	0	1	5	
B. Last Billing (8/5/83)	25	7	28	0	1	0	0	0	1	3	
Lydig Construction, Inc., Contractor											
A. First Billing (8/26/83)	117	4	3	1	1	4	1	0	7	5	
Hamre Construction, Inc. Report Date: 7/27/83	5	1	20	0	0	0	0	1	1	20	
Tan/Brookie/Kundig Architects Student Services, Dorm Life Safety											
A. First Billing	13	4	31	0	2	0	0	0	2	15	
B. Last Billing (9/1/83)	11	2	18	0	2	0	0	0	2	18	
Brooks/Hensley/Creager Architects PUB Addition											
A. First Billing	14	5	36	0	2	1	0	0	3	21	
B. Last Billing (10/31/82)	8	2	25	0	1	1	0	0	2	25	
Thomas J. Gerard & Associates Mech. Engr. - Tawanka HVAC											
A. First Billing	32	4	13	0	1	1	0	0	2	6	
B. Last Billing (7/15/83)	40	6	15	0	1	1	0	0	2	5	








# EWU

Memorandum

To: H. George Frederickson, President

From: Russ Hartman, Vice President for Business & Finance 

Date: September 12, 1983

Subject: Contract Awards Less Than \$17,500/Change Orders Over \$17,500

Since the July BOT meeting, the following Public Works Contracts less than \$17,500 and Change Orders over \$17,500 were executed:

Public Works Contracts

1. Project: Tawanka Commons Donut Fryer Fire Protection  
Contract No.: ES-83-01G  
Contractor: General Fire Equipment Co., Spokane  
Contract Amount: \$905.00  
Description: This contract provides for the installation of a fire suppression system required by code in conjunction with the installation of a new donut fryer in Tawanka.
2. Project: Martin Hall Temperature Control Revisions  
Contract No.: ES-83-03G  
Contractor: Silver Control Systems, Inc., Spokane  
Contract Amount: \$2,450.00  
Description: This contract provides additional monitoring and control capability in Martin Hall relative to the University's EMCS.
3. Project: Science Building Minor Alterations  
Contract No.: ES-83-04G  
Contractor: Hamre Construction, Inc., Spokane  
Contract Amount: \$14,500  
Description: This project provides minor alterations in the Science Building, Classroom No's 248, 251, 289, and 290, for the Biology Department's program needs.



Memo to H. George Frederickson, President  
September 12, 1983  
Page 2

Change Orders Over \$17,500

Project: HPERA Baseball Field Relocation, Task 2  
Contract No.: ES-83-02G  
Contractor: Hidden Rivers Sprinkler Systems, Spokane  
Description: This phase of the HPERA Baseball Field Relocation project will primarily provide a finished baseball field including backstop and fencing, dugouts, grass planting, and irrigation and subsurface drainage systems.  
Pending Change: Revise outfield grading slope from 2%, as originally designed and provided, to 1%; add soil amendments; and change electrical service in conjunction with consultant's revised drawing.

Original Contract Amount:	\$153,766.00	
Pending Change Order Amount:	29,000.00	(Maximum)
Pending Adjusted Contract Amount:	<u>\$182,766.00</u>	

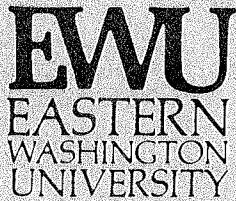
1f/1 V



EASTERN WASHINGTON UNIVERSITY  
MANAGEMENT REPORTING SYSTEM  
REPORT NUMBER EIGHTY  
Part-Time Student Employment

Prepared By:  
Student Services  
September, 1983





Career Planning and Placement

509-458-6222

Student Employment

509-458-6365

310 Showalter Hall

Cheney, Washington 99004

STUDENT EMPLOYMENT ANNUAL REPORT  
FOR  
THE BOARD OF TRUSTEES

Eastern Washington University has three types of part-time employment: non-student hourly, student hourly (non Work-Study), and State and Federal Work-Study. The latter two categories are the responsibility of the Student Employment Office. The attached chart reflects student employment information for the past three academic years.

During the 82-83 academic year, the Student Employment Office initiated a major media effort to increase public awareness of Eastern's student employment service. This took the form of four full-sized billboards in strategic Spokane locations and bus cards in 63 STA buses. That effort will be repeated in the coming year. In addition, a decal and thank you letter will be sent to each employer hiring an EWU student. A television commercial is also being produced to be used as a public service announcement in an effort to round out the media project.

As a follow-up to a presentation for student employment administrators at a regional conference last Spring, a student employment survey of 55 institutions in 12 Western States was taken. Results of both the conference and the survey indicate that Eastern's centralized student employment program is one of the most advanced in the Western United States, even including such well-known institutions as University of Washington, Stanford and University of California at Berkeley.

The Student Employment Office at Eastern Washington University is proud of its recent accomplishments, which have resulted in a program of jobs for students that is acknowledged as one of the most effective at any University. We look forward to an even more productive year in 1983-84.



	<u>80 - 81</u>		<u>81 - 82</u>		<u>82 - 83</u>	
	Number of Students	Gross Wages	Number of Students	Gross Wages	Number of Students	Gross Wages
Federal W/S On Campus	412	\$304,375.23	518	\$428,991.91	678	\$477,393.75
Off Campus	45	\$ 33,890.38	25	\$ 17,299.52	N/A	----
State W/S On Campus	136	\$163,426.59	277	\$337,657.45	235	\$261,006.15
Off Campus	22	\$ 23,203.06	18	\$ 16,611.76	44	\$ 27,946.79
Student Hourly On Campus	2358	\$1,485,088.58	2064	\$1,425,648.77	1963	\$1,322,920.99
Off Campus	No figures Available	----	36	\$ 64,041.60	138	\$212,121.46

lmh

63



PERSONNEL ACTIONS

September 22, 1983

Academic

1. Faculty Appointments - 1983-84

Pederson, Trudy, Assistant Professor of Education, Robert Reid Laboratory School, academic year, term appointment. Salary: \$17,065.  
(B.A., M.Ed., Central Washington University)

Ruotsalainen, Robert, Assistant Professor of Physics, academic year, term appointment. Salary: \$17,065.  
(B.S., University of Washington; M.S., Ph.D., University of Hawaii)

Sirjani, Abolfazl, Instructor of Mathematics/Computer Science, academic year, term appointment. Salary: \$16,000.  
(B.A., M.S., Eastern Washington University)

Sivan, David, Assistant Professor of Economics, academic year, term appointment. Salary: \$17,065.  
(B.A., Eastern Illinois University; M.A., Southern Illinois University; Ph.D. anticipated Spring, 1984)

2. Resignations

Novak, Pamela C., Assistant Professor of Accounting, effective June 15, 1983.

Ogden, Nicholas J., Assistant Professor of Management, effective July 10, 1983.

Skaar Opp, Shelley, Librarian at Robert Reid Laboratory School, effective August 29, 1983.

Williamson, Nancy, Instructor in Education, effective August 22, 1983.



ADMINISTRATIVE EXEMPT

1. Appointment

Morales, Genoveva, Counselor in the Chicano Education Program, for the period beginning September 1, 1983 and ending June 30, 1984. Ten-month salary base: \$14,000.

(B.A., University of Washington; M.S.W., Eastern Washington University)

2. Resignation

Porter, Catherine J., Academic Counselor, International Student Programs, effective August 1, 1983.



ADDENDUM TO PERSONNEL ACTIONS

September 22, 1983

A. Administrative Exempt

1. Confirmation of Appointment

Cassidy, Mark R. Director of Administrative Services,  
(B.A., Political Science, 1973; M.P.A., 1977; J.D.,  
1980), effective date: September 1, 1983;  
Salary: \$34,240

Weller, Darlene, Acting Director of the Institute  
for Professional Excellence for Teachers (B.A.,  
Education, 1965; M.Ed, 1978), effective date:  
September 1, 1983; \$31,000 for 10 1/2 month contract