

MEETING OF THE BOARD OF TRUSTEES
OF THE EVERGREEN STATE COLLEGE

Thursday, September 28, 1972 - 10 AM
The Evergreen State College campus
Daniel J. Evans Library

The meeting was called to order by Chairman Schmidt at 10:06 AM.

Trustees Present: Herbert D. Hadley
Halvor M. Halvorson
Al E. Saunders
Trueman L. Schmidt
Janet P. Tourtellotte

Staff Present: David G. Barry, Vice President and Provost
Rita M. Brackenbush, Recording Secretary
David W. Brown, Director of Admissions
David J. Carnahan, Associate Dean of Library Services
Dean E. Clabaugh, Vice President for Business
Lester W. Eldridge, Director of Financial Aid &
Placement
Bonnie Greenhut, Faculty
James F. Holly, Dean of Library Services
Sandra J. Koch, Library Assistant
David Marr, Faculty
S. Rod Marrom, Security Supervisor
Paul Marsh, Faculty
Charles J. McCann, President
Richard Q. Nichols, Director of Information Services
& Publications
Donald G. Parry, Director of Plant Operations
Edward Joseph Shoben, Jr., Executive Vice President
LeRoi Smith, Faculty
Alan Spence, Accounting Supervisor
Patricia Matheny-White, Head of Technical Services

Others: Janet Detering, Student
Robert L. Durham, Durham, Anderson and Freed
Dean Katz, FM Station
Richard M. Montecucco, Assistant Attorney General
Larry Russell, Student
Alice A. Watts, Daily Olympian

Motions

72-59

Mrs. Tourtellotte moved approval of the minutes of the August 10, 1972 meeting as submitted. Seconded by Mr. Saunders and passed.

Mr. Robert Durham presented schematics for Phase II Class A housing.

72-60

Mr. Saunders moved approval of the schematics for Residence Halls, Phase II, presented by Durham, Anderson and Freed; and subject to further input by the college staff and a written evaluation by a student-faculty DTF, direction to proceed to design development. Seconded by Mr. Halvorson and passed.

The staff recommended acceptance of the low bidder on the Seminar Building. Mr. Halvorson requested that the college limit the number of alternates on college projects, especially when the alternates involve small amounts of money.

72-61

Mr. Hadley moved formal acceptance of the low bid by Jones & Roberts Company of Tacoma, including alternates Nos. 1, 2, 3 and 4 for a total construction cost of \$2,039,500. Seconded by Mr. Halvorson and passed.

Mr. Clabaugh recommended approval of the grant agreement for the Department of Housing and Urban Development guarantee on the modular housing loan, stating that this is merely a formality required by HUD in order to obtain the interest subsidy amounting to \$8,118.

72-62

Mr. Saunders moved approval of Resolution No. 72-8 entitled "Approving and Providing for the Execution of a Contract for Grant for the Financing and Construction of College Housing and Services Facilities under Title IV of the Housing Act of 1950 for Public Institutions, Contract No. H-992-561-37 by and between The Evergreen State College and the United States of America"; and authorization for the Chairman and Secretary of the Board of Trustees to sign the appropriate documents. Seconded by Mr. Halvorson and passed.

Mr. McCann outlined the manner in which the unexpended balance in the college activities fund would be allocated and recommended approval of the proposed allocations, leaving a contingency reserve of \$2,430.62.

72-63

Mr. Halvorson moved that (1) from the unexpended and unencumbered 1971-72 balance in the college activities fund, the following allocations for fiscal year 1972-73 be approved: (a) to budget 6046, Transcripts and Portfolios, \$5,250.00; (b) to budget 6005, Student Related Activities, \$1,385.00 (bringing the total to \$48,278.00); and (c) to budget 7120, Food Service, \$5,000.00 (to repay, in part, the interfund loan required to support the 1971-72 food service deficit); and (2) motion 72-40, adopted June 8, 1972, be amended to read as follows: "that a new budget code for transcripts and portfolios be established into which \$1.00 per student per quarter shall be paid from the Services and Activities Fee upon proper allocation by the Board of Trustees." Seconded by Mrs. Tourtellotte and passed.

The agenda item regarding salaries was deferred to the afternoon session.

Mr. Barry asked for the Trustees' approval of the policy concerning copyrights, inventions, and patents and recommended that the President be empowered to appoint an administrative officer to work out further details necessary to fulfill the recommendations of the disappearing task force.

72-64

Mr. Saunders moved adoption of the copyrights, patents and inventions recommendations on an interim basis subject to an administrative implementation study and involving the establishment of more definite procedure on copyrights after analysis of the UW policy and with the request that a report be made following the study within three meetings from now. Seconded by Mr. Hadley and passed.

Mr. McCann stated that in order to satisfy the requirements of the Administrative Procedures Act, six previously adopted policies needed readoption. Two of these policies (affirmative action and campus parking and traffic regulations) have been revised.

72-65

Mrs. Tourtellotte moved that policies on staff educational benefits, plant operations policies and procedures (smoking regulations), release of personnel information, and admissions procedures be placed on the agenda for the next Board of Trustees meeting for adoption under the Administrative Procedures Act. Seconded by Mr. Halvorson and passed.

72-66

Mr. Halvorson moved to add the word "qualified" to the goal section of the equal opportunity policy and procedures - affirmative action program (Section 1.205.1) in the additional language proposed. Seconded by Mr. Saunders and passed.

72-67

Mr. Halvorson moved to change the words "person" to "persons" and "woman" to "women" in the above-referenced section. Seconded by Mr. Saunders and passed.

The revised sentence will then read: "Furthermore, no appointment to an exempt position will be authorized except from a list of qualified candidates which includes the best qualified minority persons that can be found and the best qualified women that can be found."

The meeting recessed for lunch at noon; resumed at 2 PM.

72-68

Mr. Hadley moved that the equal opportunity policy and procedures - affirmative action program, as revised, be placed on the agenda of the next meeting for adoption under the Administrative Procedures Act. Seconded by Mr. Saunders and passed.

Mr. McCann stated that the main practical change in the parking policy is that cars will not be towed from the parking lots, but "impounded in place" with a wheel-lock device.

72-69

Mr. Halvorson moved to place the plant operations policies & procedures (campus parking and traffic regulations), as revised, on the agenda for the next meeting for adoption under the Administrative Procedures Act. Seconded by Mrs. Tourtellotte and passed.

Mr. McCann also recommended adoption of two policies not previously brought to the Board, which also require adoption under APA.

72-70

Mr. Hadley moved to place the policy on employment of relatives - conflict of interest on the agenda for the next meeting for adoption under the Administrative Procedures Act. Seconded by Mr. Halvorson and Mr. Saunders and passed.

72-71

Mrs. Tourtellotte moved to place the policy for on-campus employer interviews and recruiting on the agenda of the next Board meeting for adoption under APA. Seconded by Mr. Halvorson and passed.

Mr. McCann recommended that the Trustees approve the salary part of the report of the disappearing task force on salaries, using the cost-of-living salary increase funds granted by the Legislature. He mentioned that he would recommend other parts of the DTF report in the near future.

72-72

Mr. Halvorson moved that, effective September 1, 1972, salary adjustment expenditures as follows, together with applicable employment benefit costs, be approved:

- (1) From the \$116,833 allocated by the Governor to The Evergreen State College for 3 percent adjustments for faculty and staff paid from the General Fund:

Classified staff cost of living increases	\$ 27,247
Continuing faculty cost of living increases	7,898
Continuing other exempt staff cost of living increases	8,146
Continuing faculty adjustments	60,815
Continuing other exempt staff adjustments	<u>12,727</u>
Total	\$116,833

- (2) From the Housing and Bookstore Funds:

Continuing other exempt staff adjustments	\$ 2,291
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Seconded by Mr. Saunders and passed.

Mr. Saunders requested a discussion of the FM radio station, and expressed concern about the proposal being too generalized and undefined. He would like input from professional broadcasters and would like an analysis of the University of Washington approach and its applicability to Evergreen. It was understood that the FM radio group could continue heading toward operation of the station. Mr. Saunders agreed to be involved in further discussion with the group and its professional advisors.


The date of the next meeting was set for October 24, 1972.

72-73

Mr. Hadley moved to recess to executive session to discuss the term of office of the president. Seconded by Mr. Saunders and passed.

Upon return from executive session, the Board adjourned at 4:05 PM.


TRUMAN L. SCHMIDT, Chairman


HERBERT D. HADLEY, Secretary

RESOLUTION NO. 72-8
APPROVING AND PROVIDING FOR THE EXECUTION OF A
CONTRACT FOR GRANT FOR THE FINANCING AND
CONSTRUCTION OF COLLEGE HOUSING AND SERVICES
FACILITIES UNDER TITLE IV OF THE HOUSING ACT OF
1950 FOR PUBLIC INSTITUTIONS, CONTRACT NO.
H-992-561-37 BY AND BETWEEN
THE EVERGREEN STATE COLLEGE AND THE
UNITED STATES OF AMERICA.

Be it resolved by the Board of Trustees of The
Evergreen State College as follows:

Section 1. The pending proposed Contract for Grant
No. CH-WASH-110(D) is hereby in all respects
approved.

Section 2. The Vice Pres for Business of The Evergreen
State College is hereby authorized and
directed to execute Contract No. H-992-561-37 In two (2)
Counterparts on behalf of the Board of Trustees
and The Evergreen State College, and is hereby authorized
and directed to impress and attest the official seal of the
Grantee on each such counterparts and to forward such counterparts
to the Department of Housing and Urban Development, for execution
on behalf of the Government together with such other documents
relative to the approval and execution of such counterparts as may
be required by the Government.

Section 3. This Resolution shall take effect immediately.

ADOPTED THIS 28th DAY OF September, 1972.

ATTEST:

APPROVED

By A. T. Hodley
Title _____

By Robert L. Smoother
Title _____

Secretary
Board of Trustees

Chairman
Board of Trustees

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

GRANT AGREEMENT

COLLEGE HOUSING DEBT SERVICE GRANT PROGRAM

PUBLIC INSTITUTIONS

Name of Applicant: The Evergreen State College Project No. CH-WASH-110(D)
Address: Olympia, Washington 98505 Federal Contract No. H-992-561-37

THIS GRANT AGREEMENT DATED AS OF August 24, 1972 by and between The Evergreen State College (herein called the "Grantee"), and the United States of America, Secretary of Housing and Urban Development (herein called the "Government"):

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That for and in consideration of the mutual promises hereinafter contained, the parties hereto do covenant and agree as follows:

Section 1. Amount and Purpose. Subject to the Terms and Conditions (Form HUD-4500-A dated April 1972) attached hereto and made a part hereof as Attachment A, and the provisions of this Agreement, the Government will make an annual Grant to the Grantee and guarantees payment thereof in accordance with Section 10 of the Terms and Conditions for so long as the related Bonds sold to finance Approved Government Supported Project Costs are outstanding or 40 years whichever is the lesser period, in an amount not to exceed \$8,118 or the difference between (1) the average annual debt service costs on the Bonds sold to finance the Approved Government Supported Project Costs as determined by the Government on completion of the Project and (2) the average annual debt service that would have been required during the life of the loan at an interest rate of 3 percent, whichever is the lesser. The project hereinafter defined is presently estimated to cost a total of \$740,600 and the Approved Government Supported Project Costs are estimated to be \$640,600.

Section 2. Description of the Project. The project shall consist of nineteen relocatable duplex units; each apartment has two bedrooms, living room, kitchen and bath to accommodate four single units, and the project includes a laundry building (herein called the "Project").

Section 3. Reduction in Grant. The Government shall have the right to reduce the amount of the Grant upon giving the Grantee written notice, if the Approved Government supported Project Costs after award of construction contract or upon completion of the Project are determined by the Government to be less than the estimated cost upon which the stipulated amount of the Grant was based as detailed in Section 1 above.

IN WITNESS WHEREOF, this Agreement has been executed in the name and on behalf of The Evergreen State College by the undersigned official, and under its official seal, attested by its Secretary, Board of Trustees, and in the name and on behalf of the United States of America, Secretary of Housing and Urban Development, by the undersigned official.

Vice President for Business
(Type Name and Title)

(Type Name and Title)

(Date)

ATTACHMENT A
TERMS AND CONDITIONS

RECEIVED
AUG 29 1972
THE EVERGREEN STATE COLLEGE
OFFICE OF FACILITIES PLANNING

Constituting Part of the Grant Agreement for the Financing and Construction of College Housing and Service Facilities Under Title IV of the Housing Act of 1950 for Public Institutions.

(Public Law 475, 81st Congress, as amended)

Section 1. Definitions. As used in these Terms and Conditions: "Act" means Public Law 475, 81st Cong., Title IV of the Housing Act of 1950, as amended (12 U.S.C. 1749 et seq.)

"Government" means the United States of America or the Department of Housing and Urban Development.

"Secretary" means the Secretary of Housing and Urban Development.

"Grant Agreement" or "Agreement" means the contract between the Government and the Grantee covering the Project and includes both these Terms and Conditions and any other contract instruments attached thereto or made a part thereof or incorporated by specific reference.

"Grantee" means the public educational institution designated in the Grant Agreement.

"Bonds" mean the obligations which will be sold to the private lender and supported by Government grant payments.

"Eligible Project Costs" mean the cost of construction including fixed equipment, preliminary development expenses, architectural and engineering expenses, legal and administrative expenses, cost of land and site improvements, interest during construction and other eligible costs, all as determined by the Government.

"Project" means the facilities for which the Government has agreed to provide grant assistance.

"Approved Government Supported Project Costs" means the amount of Eligible Project Costs which the Government has approved as the basis for determining the amount of Bonds to be supported by the annual Grant.

Section 2. Prompt Procedure - Economic Construction. The Grantee covenants and agrees that it will proceed promptly with all matters necessary to the financing and development of the Project; and that the Project will be undertaken and developed in an economical manner, and will not be of elaborate or extravagant design or materials.

Section 3. Title evidence. The Grantee will furnish evidence satisfactory to the Secretary of its ownership of the Project site, or of a leasehold or other interest sufficient to assure undisturbed use and possession for the purpose of construction and operation of the Project during the period for which the Government is obligated to make annual grant payments.

Section 4. Assurance of Funds. The Grantee covenants and agrees that it has, or will have upon sale of the Bonds or other obligations supported by the annual grant payment, all funds required to assure completion of and payment in full of the development cost of the Project, and that upon request of the Secretary it will furnish evidence thereof satisfactory to him.

Section 5. Bonds. The Grantee shall initiate and prosecute to completion all proceedings necessary to the authorization, issuance and sale of the Bonds and to the security thereof in accordance with the financing plan approved by the Secretary.

Section 6. Advertisement of Bonds. The Grantee shall advertise the Bonds for public sale in a financial publication of general circulation to the bond market in which the Bonds will be sold. The advertisement shall state that debt service payment on the Bonds is supported by a Government subsidy grant and that the maximum spread permitted between the highest and lowest coupon rates is 2% (or such lesser percentage as the Grantee deems appropriate).

Section 7. Bids. The Grantee shall accept bids for the entire Bond issue only and will award the issue to the lowest bidder unless all bids are rejected. After the award of Bonds is made, the Grantee shall notify the Government of the name of purchaser (s) and date of the Bond award and also furnish the Government a certified tabulation of all bids received showing for each bid (1) the annual maturities, (2) the interest rate or rates applicable thereto, (3) the amount of any premium or discount for the Bonds and (4) the net effective interest cost and rate applicable to the entire issue after adjustment for any premium or discount thereon. In the event only one bid is received, the Bond award must be approved by the Secretary. Following Bond closing, the Grantee shall provide the Government with a certified copy of the Bond resolution and the final approving opinion of a Bond Counsel acceptable to the Secretary.

Section 8. Grant Payments. (a) Computation of average annual debt service on the Bonds for the purpose of establishing the amount of grant payments shall be determined by the Government on the basis of the net effective interest cost commencing with Bonds maturing after the date of initial project occupancy. Grant payments shall be made semi-annually by the Government following commencement of occupancy of the Project on or before the date semi-annual debt service installments are required to be transferred to the trustee or paying agent for deposit into the Bond Fund in accordance with the Bond indenture or resolution. At least thirty days prior to any payment date, the Grantee shall file with the Government a requisition which shall include a certification as to any Bonds redeemed or refunded in advance of their stated maturities subsequent to any preceding certification. (b) All grant payments shall be sent by the U. S. Treasury Department directly to the depository designated by the Grantee on a form prescribed and filed with the Government. (c) Any overpayments of the annual debt service grant shall be deducted from subsequent payments. (d) All Employees of the Grantee that handle grant funds or authorize expenditures from grant funds shall be bonded.

Section 9. Redemption. Unless otherwise approved by the Secretary, Bonds maturing during the first ten years after the date of the Bonds shall be non-callable and all other Bonds shall be callable in inverse order of maturity at stated premiums on any redemption date commencing with the eleventh year after Bond date. The Grantee shall exercise the call provisions for the purpose of refinancing the loan at more advantageous interest rates, when requested by the Secretary. The Grantee shall bear the expenses of such refinancing, including premiums, but may include them in the refinancing issue as an item of eligible cost for computation of the revised grant amount.

The Government must be notified by the Grantee of all refinancings proposed by the Grantee on Bonds subject to annual grant subsidy payment. The Grantee may not undertake any such refinancings without the concurrence of the Government.

In the event any of the bonds are redeemed or refunded in advance of their stated maturities, the Grantee shall furnish the Government, within 30 days after the date of such redemptions or refundings, a certified statement of (1) the maturities redeemed or refunded, (2) the revised net effective interest cost applicable to the remaining outstanding maturities and (3) the resulting average annual debt service, for the remaining outstanding Bonds or refunding Bonds.

Section 10. Pledge. The Grantee shall pledge the grant subsidy payments accruing with respect to the Project to the payment of interest and principal on the bonds issued pursuant to this Agreement and may also pledge such payments to Bonds at any time issued on a parity with such Bonds where issued under an open-end trust agreement or bond resolution, it being intended that this Agreement is for the benefit of all such Bondholders. The Government guarantees payment of the grant subsidy so pledged as provided in Section 8 hereof so long as the Bonds are outstanding notwithstanding any other provisions of this Agreement.

Section 11. Use of Project. The Grantee covenants that it will operate and maintain the Project or provide for the maintenance and operation thereof for the purpose described in Section 2 of the Grant Agreement during the period for which the Government is obligated to make annual grant payments, unless otherwise expressly agreed to by the Secretary.

Section 12. Retention of Title. The Grantee covenants that unless otherwise expressly agreed to by the Secretary, it will not dispose of the Project or encumber its title or leasehold or interest in the Project in any way which might impair its continued use for the purposes contemplated herein, including the underlying realty, or its interest in any property necessary for the access to or use thereof during the period for which the Government is obligated to make annual grant payments.

Section 13. Construction by Contract. All work on the Project shall be done under contract and every opportunity shall be given for free, open, and competitive bidding for each and every construction, material, and equipment contract unless otherwise approved by the Secretary. The Grantee shall give such publicity by advertisement or calls for bids or design/build proposals for the furnishing to it of work, labor, materials, and equipment as required by applicable law and as will provide adequate competition; and the award of each contract therefor shall be made, after approval by the Secretary, to the lowest responsible bidder or best qualified design/builder proposer as soon as practicable: *Provided*, That in the selection of equipment or materials the Grantee may, in the interest of standardization or ultimate economy, if the advantage of such standardization or such ultimate economy is clearly evident, award a contract to a responsible bidder other than the lowest in price upon prior approval by the Secretary.

Section 14. Construction Account. The Grantee shall establish in a bank or banks which are members of the Federal Deposit Insurance Corporation, or with the fiscal agency of the Grantee fixed by law, an account or accounts (herein collectively called the "Construction Account") into which shall be deposited any proceeds of interim construction financing, the proceeds from the sale of the Bonds (except accrued interest payments and deposits to interest and reserve accounts or funds), and the additional funds, if any, required by the provisions of the Grant Agreement to be furnished by the Grantee in order to assure the payment of all project costs. Moneys in the Construction Account shall be expended only for such purposes as shall have been previously specified in the Project cost estimates approved by the Government.

Where the moneys on deposit in the Construction Account exceed the estimated disbursements on account of the Project for the next 90 days, the Grantee may deposit such excess funds in time deposits in banks that are members of the Federal Deposit Insurance Corporation or may invest such excess funds in direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States Government, which shall mature not later than 18 months after the date of such investment and which mature or may be redeemed at not less than the purchase price, as needed. The earnings from any such deposits or investments shall be deposited in the Construction Account by the Grantee.

Any moneys remaining in the Construction Account after all costs of the Project have been paid shall be promptly used to the extent feasible for the redemption of Bonds, or in the alternative, shall be deposited into the Bond Sinking Fund or Redemption Fund.

Section 15. Submission of Proceedings, Contract and other Documents. The Grantee shall submit to the Government such data, reports, records, and documents relating to the financing, construction, and operation of the Project and financial condition of the Grantee as the Government may require. Approval of the Government must be obtained prior to the assignment of any interest in or part of any contract relating to the Project.

Section 16. Contract Security. The Grantee shall require that each construction contractor shall furnish a performance bond in an amount at least equal to 100 percent of his contract price as security for the faithful performance of his contract and also a payment bond in amount not less than 50 percent of his contract price or in a penal sum not less than that prescribed by State, territorial, or local law, as security for the payment of all persons performing labor on the Project under his contract and furnishing materials in connection with his contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

Section 17. Insurance During Construction. The Grantee shall require that each of its contractors and all subcontractors shall maintain during the life of his contract Workmen's Compensation Insurance, Public Liability, Property Damage, and Vehicle Liability Insurance in amounts and on terms satisfactory to the Government. Until the Project is completed and accepted by the Grantee, the Grantee is required to maintain, or to require the contractor to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the Project for the benefit of the Grantee, the prime contractor, and all subcontractors, as their interests may appear.

Section 18. Wage Rates and Work Hours.

(a) **Wage Rates.** Upon receipt of the list of wage rates determined by the Secretary of Labor in accordance with the Act of March 3, 1931 (Davis-Bacon Act, as amended), the Grantee shall include such list in all contracts calling for work on the Project and require adherence thereto. The grantee shall also require of its contractors that such list shall be posted at appropriate conspicuous points on the site of the Project. Unless otherwise required by law, wage rates need not be listed for non-manual workers, including executive, supervisory, administrative and clerical employees.

If, after the award of the contract, it becomes necessary to employ any person in a trade or occupation not classified in the above list, such person shall be paid at not less than a rate to be determined by the Secretary of Labor. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The contractor shall notify the Grantee of his intention to employ persons in trades or occupations not classified in sufficient time for the Grantee to obtain approved rates for such trades or occupations.

(b) **Contract Work Hours.** The Grantee shall comply with the provisions of the Contract Work Hours Standards Act (40 U.S.C. 327-332) and the applicable rules and regulations issued by the Secretary of Labor thereunder which are incorporated herein by reference. The Grantee shall cause to be inserted in each contract or subcontract subject to the Work Hours Standards Act the specific provisions required by the above regulations.

(c) **Donation of Services.** The Government may waive the application of subsections (a) and (b) in cases or classes of cases where laborers or mechanics, not otherwise employed at any time in the construction of the Project, voluntarily donate their services without full compensation for the purpose of lowering the cost of construction and the Government determines that any amounts saved thereby are fully credited to the Grantee.

Section 19. Payment of Employees. The Grantee shall require of its contractors that all employees engaged in work on the Project be paid in full (less deductions made mandatory by law) not less often than once each week.

Section 20. Wage Underpayments and Adjustments. The Grantee shall require of each of its contractors that, in cases of underpayment of wages by the contractor, the Grantee may withhold from such contractor out of payments due, an amount sufficient to pay workers employed on the work covered by his contract the difference between the wages required to be paid under the contract and the wages actually paid such workers for the total number of hours worked and may disburse such amounts so withheld by it for and on account of the contractor to the respective employees to whom they are due.

Section 21. Copeland Act. The Grantee shall comply with the provisions of the Copeland Act (Anti-Kickback, 40 U.S.C. 276c) and the applicable rules and regulations issued by the Secretary of Labor thereunder which are incorporated herein by reference. The Grantee shall cause to be inserted in each contract or subcontract subject to the Copeland Act the specific provisions required by the above regulations in the construction, prosecution, or completion of the Project to comply therewith, and to cause his subcontractors to do likewise.

Section 22. Accident Prevention. The Grantee shall require of its contractors that precautions shall be exercised at all times for the protection of persons (including employees) and property, and that hazardous conditions be guarded against or eliminated.

Section 23. Supervision and Inspection. The Grantee shall provide and maintain on its own behalf competent and adequate architectural or engineering services covering the supervision and inspection of the development and construction of the Project.

Section 24. Nondiscrimination.

a. **Civil Rights Act of 1964.** The Grantee covenants and agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 3071-3074), and with the rules and regulations (24 CFR, Subtitle A, Part 1) issued by the Department of Housing and Urban Development pursuant thereto.

(b) **Fair Housing.** The Grantee covenants and agrees that it will comply with Title VIII (Fair Housing) of the Civil Rights Act of 1968 (P. L. 90-284, 42 U.S.C. 3601-3619).

c. **Equal Opportunity in Housing.** The Grantee covenants and agrees that it will comply with the provisions of Executive Order 11063, dated November 20, 1962, and with the requirements issued by the Department of Housing and Urban Development pursuant thereto.

d. **Equal Employment Opportunity.** The Grantee hereby agrees to incorporate or cause to be incorporated into any contract for construction work or modification thereof, paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

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

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

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the Equal Opportunity clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development the contractor may request the United States to enter into such litigation to protect the interests of the United States."

The Grantee further agrees that it will be bound by the above Equal Opportunity clause in any federally-assisted construction work which it performs itself other than through the permanent work force directly employed by an agency of government.

The Grantee agrees that it will cooperate actively with the Department of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the Equal Opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the Department of Housing and Urban Development and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the Department of Housing and Urban Development in the discharge of the Department's primary responsibility for securing compliance. The Grantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 with a contractor debarred from, or who has not demonstrated eligibility for Government contracts and federally-assisted construction contracts pursuant to Part II, Subpart D of Executive Order 11246 and will carry out such sanctions and penalties

for violation of the Equal Opportunity Clause as may be imposed upon contractors and subcontractors by the Department of Housing and Urban Development or the Secretary of Labor pursuant to Part II, Subpart D of Executive Order 11246.

Section 25. Audit and Inspection. The Grantee shall require of its contractors that the Government's authorized representatives be permitted, and it will itself permit them, to inspect during normal business hours all work, materials payrolls, records of personnel, invoices of materials and other relevant data and records appertaining to the development of the Project; and shall permit the Government's authorized representatives or representatives of the Comptroller General of the United States during normal business hours to audit and make excerpts and transcripts from the books, records, and accounts of the Grantee appertaining to the loan and the development of the project.

Section 26. Signs. The Grantee shall cause to be erected at the site of the Project, and maintained during construction, signs satisfactory to the Government identifying the Project and indicating the fact that the Government is participating in the development of the Project.

Section 27. Insurance on Completed Project.

(a) **Fire and Extended Coverage.** Upon acceptance of the Project from the contractor, the Grantee shall, if such insurance is not already in force, procure Fire and Extended Coverage Insurance on the Project. The foregoing Fire and Extended Coverage Insurance shall be maintained so long as grants continue to be paid and shall be in amounts sufficient or nearly sufficient to provide for not less than full recovery whenever a loss from perils insured against does not exceed 80 percent of the full insurable value of the damaged building. Fire and Extended Insurance policies may be approved by the Government with deductible clauses in amounts consistent with the Grantee's financial resources.

In the event of any damage to or destruction of any of said building or buildings, the Grantee shall promptly arrange for the application of the insurance proceeds for the repair or reconstruction of the damaged or destroyed portion thereof, or retire the outstanding bonds.

(b) **Boiler Insurance.** Upon acceptance of the Project from the contractor, the Grantee shall, if such insurance is not already in force, procure and maintain so long as any of the grants continue to be paid, Boiler Insurance covering any boilers servicing the Project, in a minimum amount of \$50,000.00.

(c) **Liability Insurance.** Upon acceptance of the Project from the contractor, the Grantee shall, if such insurance is not already in force, procure and maintain, so long as any of the grants continue to be paid, Public Liability Insurance with limits of not less than \$100,000 for one person and \$300,000 for more than one person involved in one accident to protect the Grantee from claims for bodily injury and/or death which may arise from the Grantee's operations, including any use or occupancy of its grounds, structures and vehicles, and including any nonowned vehicles operated for the benefit of the Grantee. The Grantee shall also maintain Vehicle Property Damage Insurance with limits of not less than \$100,000.

Section 28. Proper Records and Books. The Grantee covenants that it will keep accurate financial records and proper books relating to the Project, and such records and books shall be open to inspection by the Government during normal business hours. The Grantee further covenants that not later than 90 days after the close of each fiscal year it will furnish to the Government upon request, copies of audit reports prepared by an independent public accountant, or where appropriate by a State auditing official, reflecting in reasonable detail the financial condition and record of operation of the Grantee, and the Project. The Grantee further covenants that the Government may make excerpts or transcripts from the books and records of the Project.

Section 29. Interest of Third Parties. The Grant Agreement is not for the benefit of third parties, except for the holders from time to time of any of the bonds, and the Government shall be under no obligation.

to any such parties, whether or not directly interested in said Agreement, to pay any charges or expenses incident to compliance by the Grantee with any of its duties or obligations thereunder.

Section 30. Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

Section 31. Bonus or Commission. By execution of the Grant Agreement the Grantee represents that it has not paid and, also, agrees not to pay any bonus, commission, or fee for the purpose of obtaining an approval of its application for the grant hereunder.

Section 32. Termination Rights. Prior to sale of Bonds or other obligations the Grantee shall have the right to terminate such Agreement effective thirty days after giving notice of termination to the Government.

The Government shall have the right to terminate the Grant Agreement, effective upon thirty days notice thereof to the Grantee, whenever the Government determines that the Grantee has failed to proceed promptly with the construction and financing of the project, so long as Bonds or other obligations have not been sold.

Section 33. State or Territorial Law. Anything in the Grant Agreement to the contrary notwithstanding, nothing in the Grant Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State or territorial law: *Provided*, That if any of the provisions of the Grant Agreement violate any applicable State or territorial law, or if compliance with the provisions of the Grant Agreement would require the Grantee to violate any applicable State or territorial law, the Grantee will at once notify the Government in writing in order that appropriate changes and modifications may be made by the Government and the Grantee to the end that the Grantee may proceed as soon as possible with the construction of the Project.

Section 34. Remedies. (a) The Government reserves all rights to enforce the obligations of the Grantee under this Grant Agreement; provided that from and after the sale of the Bonds and so long thereafter as the Bonds are outstanding, the Government shall have no right to terminate its guarantees to pay the annual grants notwithstanding failure of the Grantee to observe any requirement or agreement on its part under the Agreement. (b) Upon a violation of any of the provisions of the Agreement the Government may give written notice thereof to the Grantee by registered or certified mail. If such violation is not corrected to the satisfaction of the Government within 15 days after the date such notice is mailed without further notice the Government may declare a default under this Agreement and apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against violation of this Agreement, for a receiver to take over and operate the property in accordance with the terms of this Agreement, or for such other relief as may be appropriate since the injury to the Government arising from a default under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain. Grantee covenants further that it will take all necessary action to enforce this Agreement against third parties and for this purpose will if required by the Government execute any assignments, or subrogations required by it, subject to the rights of the Bondholders.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

FEDERAL LABOR STANDARDS PROVISIONS

1. APPLICABILITY

The Project or Program to which the work covered by this Contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

2. MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

3. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public Body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public Agency or Public Body may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

4. ANTICIPATED COSTS OF FRINGE BENEFITS

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: *Provided, however*, The Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency or Public Body with the first payroll filed by the Contractor subsequent to receipt of the findings.

**5. OVERTIME COMPENSATION REQUIRED BY CONTRACT WORK HOURS STANDARDS
ACT (76 Stat. 357-360; Title 40 U.S.C., Sections 327-332)**

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, as the case may be.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).

(c) Withholding for liquidated damages. The Local Public Agency or Public Body shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

(d) Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

6. EMPLOYMENT OF APPRENTICES

Apprentices will be permitted to perform work covered by this Contract only under a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or, if no such recognized Agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor, United States Department of Labor, for the classification of work he actually performed. The Contractor or subcontractor shall furnish the Local Public Agency or Public Body with written evidence of the registration of his program and apprentices, as well as of the appropriate ratios and wage rates, for the area of construction, prior to using any apprentices on the contract work.

7. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

8. REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith.

by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

9. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency or Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

10. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The Local Public Agency or Public Body shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency or Public Body, shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

11. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classifications of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

12. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

13. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency or Public Body for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

14. QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any

other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

15. PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Local Public Agency or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a) (1) (iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b) (2) (B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

16. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

17. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

18. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

19. BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency or Public Body reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

**ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS
SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED
PURSUANT THERETO BY THE SECRETARY OF LABOR,
UNITED STATES DEPARTMENT OF LABOR**

TITLE 18, U.S.C., section 874

(Replaces section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C.,
sec. 276b) pursuant to the Act of June 25, 1948, 62 Stat. 862)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

**SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862,
63 Stat. 108, 72 Stat. 967, 40 U.S.C., sec. 276c)**

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

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Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations Part 3. The term "this part," as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

TITLE 29 - LABOR

Subtitle A - Office of the Secretary of Labor

**PART 3--CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN
WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES**

Section 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14

(e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance", or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968]

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records

(a) Each weekly statement required under § 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under § 516.27 (a) of this title shall be kept.

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under § 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under § 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of § 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- (d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- (e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of § 3.6, and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under § 3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see § 5.5 (a) of this subtitle.

AMENDMENT TO FEDERAL LABOR STANDARDS PROVISIONS, FORM HUD-3200 (FOR USE WITH RESIDENTIAL REHABILITATION LOAN CONTRACTS AUTHORIZED UNDER SECTION 312 OF THE HOUSING ACT OF 1964, AS AMENDED)

Except as hereinafter provided, the term "Local Public Agency or Public Body" is used to refer to the

(Name of Local Public Agency)

Section 3 is revised to read as follows:

3. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the

(Name of Property Owner, Tenant, or Other Appropriate Designation)

in addition to such other rights as may be afforded it under this Contract may withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public Agency or Public Body may determine to be necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld shall be paid to the Local Public Agency or Public Body, which may disburse such amount, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type or fringe benefits prescribed in the applicable wage determination.

Section 5(c) is revised to read as follows:

- (c) Withholding for liquidated damages. At the direction of the Local Public Agency or Public Body, the

(Name of Property Owner, Tenant, or Other Appropriate Designation)

shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

Section 19 is revised to read as follows:

19. BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein elsewhere set forth, the

(Name of Property Owner, Tenant, or Other Appropriate Designation)

hereby reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AMENDMENT TO FEDERAL LABOR STANDARDS PROVISIONS, FORM HUD-3200
(For Use With Nonresidential Rehabilitation Loan Contracts Authorized
Under Section 312 of the Housing Act of 1964, as Amended)

Except as hereinafter provided, the term "Public Body" is used to
refer to the _____
(Name of Public Body)

Section 3 is revised to read as follows:

3. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages by the Contractor or by any
subcontractor to laborers or mechanics employed by the Contractor
or subcontractor upon the work covered by this Contract, the

(Name of property owner, tenant, or other appropriate designation)
in addition to such other rights as may be afforded under this
Contract may, upon receiving instructions from the Public Body,
withhold from the Contractor, out of any payments due the Contractor,
so much thereof as the Public Body may determine to be necessary to
pay such laborers or mechanics the full amount of wages required by
this Contract. The amount so withheld shall be paid by the Small
Business Administration per instructions by the Public Body, which
may disburse such amount, for and on account of the Contractor or the
subcontractor (as may be appropriate), to the respective laborers or
mechanics to whom the same is due or on their behalf to plans, funds,
or programs for any type of fringe benefit prescribed in the applicable
wage determination.

Section 5(c) is revised to read as follows:

(c) Withholding for liquidated damages. At the direction of
the Public Body, the Small Business Administration, on behalf of

(Name of property owner, tenant, or other appropriate designation)
shall withhold or cause to be withheld, from any moneys payable on
account of work performed by the Contractor or subcontractor, such
sums as may administratively be determined to be necessary to satisfy
any liabilities of such Contractor or subcontractor for liquidated
damages as provided in the clause set forth in paragraph (b).

Section 19 is revised to read as follows:

19. BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein elsewhere set forth, the _____
(Name of property owner, tenant, or other appropriate designation)

hereby reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

Schedule 1

Continuing Faculty Cost of Living Increases (3 percent)

Name	Base Annual Salary	Cost of 3% Adjustment	Monthly Adjustment (10 months)*	Revised Annual Salary
Cadwallader	\$24,000	\$450	\$45.00	\$24,540
Teske	23,000	430	43.00	23,517
Anderson, R.	12,500	375	37.50	12,875
Delgado	10,500	315	31.50	10,815
Dickinson	10,500	315	31.50	10,815
Esquivel	15,000	450	45.00	15,450
Gerstl	13,000	390	39.00	13,390
Harding	15,000	450	45.00	15,450
Jones	21,000	630	63.00	21,630
Kahan	12,500	375	37.50	12,875
Marsh	10,500	315	31.50	10,815
Milne	12,500	375	37.50	12,875
Olexa	10,500	315	31.50	10,815
Pailthorp	15,000	450	45.00	15,450
Phare	10,000	300	30.00	10,300
Smith, L.	10,500	315	31.50	10,815
Tabbutt	18,944	568	56.80	19,512
Unsoeld	17,000	510	51.00	17,510
Youtz	19,000	570	57.00	19,570
Totals	\$280,944	\$7,898	\$789.80	\$288,749

*For faculty members on 12 month appointments, the adjustments apply from 9-1-72 through 6-30-73; for others, from 9-15-72 through 6-15-73.

Schedule 2

Continuing Other Exempt Staff Cost of Living Increases (3 percent)

<u>Name</u>	<u>Base Annual Salary</u>	<u>Cost of 3% Adjustment</u>	<u>Monthly Adjustment</u>	<u>Revised Annual Salary</u>
Barry	\$28,500	\$ 713	\$71.25	\$29,355
Brown, D.	21,000	525	52.50	21,630
Carnahan	16,500	413	41.25	16,913
Clabaugh	24,000	600	60.00	24,720
Doerksen	13,000	325	32.50	13,390
Hoffman	15,000	375	37.50	15,450
Hunter	10,000	250	25.00	10,300
Long	11,500	288	28.75	11,845
Marrom	14,400	360	36.00	14,832
McCann	33,800	845	84.50	34,814
Nathan	10,000	250	25.00	10,300
Parry	18,700	468	46.75	19,261
Saari	15,000	375	37.50	15,450
Sampson	12,300	308	30.75	12,669
Schillinger	22,000	550	55.00	22,660
Shoben	29,500	738	73.75	30,385
Smith, P.	16,500	413	41.25	16,995
Steilberg	<u>14,000</u>	<u>350</u>	<u>35.00</u>	<u>14,420</u>
Totals	\$325,700	\$8,146	\$814.25	\$335,389

Schedule 3

Continuing Faculty Adjustments*

<u>Name</u>	<u>Base Annual Salary</u>	<u>Adjustment</u>	<u>Monthly Adjustment (10 months)</u>	<u>Revised Annual Salary</u>
Humphrey	\$23,000	\$1,333	\$ 133.30	\$24,605
Aldridge	13,700	800	80.00	14,500
Alexander	13,000	2,725	272.50	15,725
Allen	11,000	1,500	150.00	12,500
Anderson, L.	13,000	1,500	150.00	14,500
Arguelles	13,000	1,500	150.00	14,500
Barnard	13,000	2,725	272.50	15,725
Beck	16,500	2,000	200.00	18,500
Brian	15,760	740	74.00	16,500
Chan	12,500	1,938	193.80	14,438
Crowe	14,000	500	50.00	14,500
Dobbs	10,500	1,788	178.80	12,288
Eickstaedt	11,000	1,500	150.00	12,500
Estes	12,000	2,150	215.00	14,150
Herman	11,000	2,575	257.50	13,575
Hitchens	12,500	1,938	193.80	14,438
Humphreys	14,000	500	50.00	14,500
Kormondy	18,000	500	50.00	18,500
Larson	14,500	2,000	200.00	16,500
Marr	10,500	1,788	178.80	12,288
Martin	14,500	2,000	200.00	16,500
McNeil	10,500	1,788	178.80	12,288
Nisbet	15,000	1,500	150.00	16,500

*To level indicated by DTF proposed schedule, or 15 percent, whichever is less, plus, for those not brought to scale, 50 percent of the then remaining deficiency.

Schedule 3 (Continued)

<u>Name</u>	<u>Base Annual Salary</u>	<u>Adjustment</u>	<u>Monthly Adjustment (10 months)</u>	<u>Revised Annual Salary</u>
Parson	\$11,500	\$1,000	\$100.00	\$12,500
Patterson	10,500	1,788	178.80	12,288
Portnoff	10,500	2,788	278.80	13,288
Robinson	12,000	500	50.00	12,500
Sinclair	11,500	1,000	100.00	12,500
Sluss	15,000	1,500	150.00	16,500
Soule	11,000	1,500	150.00	12,500
Taylor, N.	10,500	1,788	178.80	12,288
Taylor, P.	13,000	2,725	272.50	15,725
Thompson	13,000	1,500	150.00	14,500
Webb	13,500	1,000	100.00	14,500
White	16,500	2,000	200.00	18,500
Wiedemann	12,500	1,938	193.88	14,438
Young	<u>17,500</u>	<u>2,500</u>	<u>250.00</u>	<u>20,000</u>
Totals	\$490,960	\$60,815	\$6,081.50	\$552,042

Schedule 4

Continuing Other Exempt Staff Adjustments*

<u>Name</u>	<u>Base Annual Salary</u>	<u>Adjustment</u>	<u>Monthly Adjustment</u>	<u>Revised Annual Salary</u>
Brackenbush	\$ 8,300	\$1,300	\$108.33	\$ 9,600**
Burke	12,000	1,041	104.16	13,250***
Donohue, J.	8,120	880	73.33	9,000**
Donohue, K.	[13,400]	[1,400]	[116.67]	[14,800]****
Eldridge	15,000	417	41.66	15,500
Holly	19,000	833	83.33	20,000
Matheny-White	12,000	500	50.00	12,500
McCarty	11,750	1,250	125.00	13,250***
Nichols	13,200	1,083	108.33	14,500
Stamey	8,252	868	72.33	9,120**
Stenberg	17,500	833	83.33	18,500
Stepherson	15,000	417	41.66	15,500
Stilson	13,500	2,513	251.30	16,013
Whitney	8,000	1,000	83.33	9,000**
Winkley	<u>16,000</u>	<u>2,083</u>	<u>208.33</u>	<u>18,500</u>
Totals				
General Fund	\$153,872	\$12,727	\$1,205.06	\$167,733
Other Funds	23,750	2,291	229.16	26,500

* To level indicated by DTF proposed schedule, or 15 percent, whichever is less, plus, for those not brought to scale, 50 percent of the then remaining deficiency.

** Increases, applicable to entire fiscal year 1972-73, already approved by Evergreen's Board of Trustees.

*** Non-General Fund.

**** Footnote** applicable. Since increases allocated as part of program 060 budget, not included in total.

RECAPITULATION

	<u>Salary Adjustments</u>	<u>Employee Benefits</u>	<u>Total</u>
I. <u>General Fund</u>			
Classified Staff Cost of Living Increases	\$ 27,247	\$ 3,270	\$ 30,517
Continuing Faculty Cost of Living Increases	7,898	948	8,846
Continuing Other Exempt Staff Cost of Living Increases	8,146	978	9,124
Continuing Faculty Adjustments	60,815	7,298	68,113
Continuing Other Exempt Staff Adjustments	<u>12,727</u>	<u>1,527</u>	<u>14,254</u>
Total	\$116,833	\$14,021	\$130,854
II. <u>Other Funds</u>			
Continuing Other Exempt Staff Adjustments	\$ 2,291	\$ 275	\$ 2,566