

MEMBERS:

- **Wendy Bohlke**
Chair
- **Teresa Taylor,**
Vice Chair
- **Jeff Fairchild**
- **Rebecca Johnson**
- **John Pedlow**

If you are a person with a disability and require an accommodation while attending the meeting, please contact the President's Office at rkloke@whatcom.edu two days prior to the meeting to allow sufficient time to make arrangements.

**NEXT MEETING
REMINDER**

**August 29-30, 2023
Board Retreat**

- I. Call to Order & Approval of Agenda, and Notice of Public Comment Time
- II. Consent Agenda **Tab 1**
 - a. Minutes of May 10, 2023 Board of Trustees Meeting (Attachment A)
- III. Public Comment
 - [Protocols for Public Comment](#)
- IV. Action Items
 - Proposed Telework Policy – Nate Langstraat, VP for Administrative Services (second reading, possible action) **Tab 2**
 - Proposed Ground Lease with Bellingham Public School (first reading, possible action) – Nate Langstraat, VP for Administrative Services **Tab 2**
 - Proposed 2023-2024 S&A Budget Presentation (second reading possible action) – Katelyn Upson, ASWCC Vice **President** **Tab 3**
 - Proposed 2023-2024 Operating Budget Presentation second reading possible action) – Nate Langstraat, VP For Administrative Services **Tab 3**
 - Proposed Faculty Emeritus for Sherri Winans (first reading, possible action) – Barry Robinson, VP for Instruction
- V. Report from the President
- VI. Reports **Tab 4**
 - ASWCC – Katelyn Upson, Vice President
 - WCCFT – Anna Wolff, President
 - WFSE – Dan Andreason, President
 - Administrative Services – Vice President Nate Langstraat
 - Student Services – Vice President James Siegel
 - Instruction – Vice President Barry Robinson
- VII. Discussion/Items of the Board
 - Election of Officers
- VIII. Executive Session
 - ...as provided in RCW 42.30.110 and 42.30.140 (4)(a), to discuss collective bargaining...
 - to discuss with legal counsel representing the agency matters relating to litigation or legal risks of a proposed action or current practice the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency
- IX. Adjournment

***The Board of Trustees may adjourn to an Executive Session to discuss items provided for in RCW 42.30.110 (1):**

- (b) to consider the selection of a site or the acquisition of real estate by lease or purchase...;
- (c) to consider the minimum price at which real estate will be offered for sale or lease...;
- (d) to review negotiations on the performance of a publicly bid contract...;
- (f) to receive and evaluate complaints or charges brought against a public officer or employee...;
- (g) to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee...; or as provided in RCW 42.30.140 (4)(a), to discuss collective bargaining
- (h) to evaluate the qualifications of a candidate for appointment to elective office...;
- (i) to discuss with legal counsel representing the agency matters relating to agency enforcement actions... or... litigation or potential litigation...



CONSENT AGENDA

- a. Minutes of May 10, 2023 Board of Trustees Meeting (Attachment A)

SUGGESTED RESPONSE

The chair reads out the letters of the consent items. Then the chair states: "If there are no objections, these items will be adopted". After pausing for any objections, the chair states, "As there are no objections, these items are adopted."

Whatcom

COMMUNITY COLLEGE

MINUTES

BOARD OF TRUSTEES MEETING

237 W. Kellogg Road, Bellingham

Laidlaw 143

Wednesday, May 10, 2023

2:00 p.m.

- ➔ **CALL TO ORDER** Chair Wendy Bohlke officially called the Board of Trustees meeting to order at 2:00 p.m. Present in addition to the chair were trustees Jeff Fairchild, Rebecca Johnson, John Pedlow and Teresa Taylor, constituting a quorum. Others present included President Hiyane-Brown; Nate Langstraat, Vice President for Administrative Services; Barry Robinson, Vice President for Instruction; James Siegel, Vice President for Student Services; Drew Nishiyama, Assistant Attorney General; and Rafeeka Kloke, Executive Director for the Office of the President.

Chair Bohlke began with a land acknowledgement to recognize and pay respect to the Coast Salish Peoples as traditional stewards of this land and the enduring relationship that exists between Indigenous Peoples and their traditional territories.

ACTION TO ACCEPT AGENDA

- ➔ Trustee Johnson moved to accept the agenda. It was seconded by Trustee Taylor and the **motion was approved.**
- ➔ Chair Bohlke announced that there is a designated time for public comment on the agenda.

CONSENT AGENDA

- ➔ **Consent Agenda**

Minutes of April 12, 2023 Board of Trustees Meeting and WCC Graduates Winter 2023.

Chair Bohlke stated: "If there are no objections, items in the consent agenda will be adopted." As there was no objection, these items were adopted.

INTRODUCTION OF ALL WASHINGTON ACADEMIC TEAM STUDENTS

- President Kathi introduced this year's All Washington Academic Team from WCC: Nakanlaya Tupsamphan and Lisa Flick.
 - Tupsamphan is completing her degree in media arts and plans to transfer to California State University to study Film & Electronic Arts and pursue a career in film production.
 - Flick applied for Whatcom's Physical Therapist Assistant program to further her education and broaden her scope of practice. Flick believes in the power of community and works to inspire her colleagues to advocate for the advancement of the physical therapy profession.

PUBLIC COMMENT

- Chair Bohlke called for public comment. She announced a 15-minute public comment period with 2 minutes allocated to each person.
 - Carlyn Finerty, WCC student, provided comments relating to S&A budget development process.
 - Xzavier Wither, WCC student, shared concerns for funding for the Learning Center in the proposed 2023-24 S&A Budget.
 - Melanie McCoy, WCC student, shared concerns for funding for the Learning Center in the proposed 2023-24 S&A Budget.
 - CeCe Lovelace, WCC student, shared concerns for funding for the Learning Center in the proposed 2023-24 S&A Budget.
 - Babak Abedsaidi, WCC student, shared concerns for funding for the Learning Center in the proposed 2023-24 S&A Budget.
 - Tasquif Insani, WCC student, shared concerns for funding for the Learning Center in the proposed 2023-24 S&A Budget.
 - Zora Carter, WCC student, shared concerns for funding for the Learning Center in the proposed 2023-24 S&A Budget.
 - Kellan Moss, WCC student, shared concerns for funding for the Learning Center in the proposed 2023-24 S&A Budget.

BUDGET PRESENTATIONS

- **Proposed S&A Budget – Joshua Norton, ASWCC President**

Norton shared a PowerPoint presentation with an overview of the proposed 2023-24 S&A Budget.

Highlights included:

- Changes to student governance:
 - Increase size of Executive Board
 - moving activities and programming funding from student governance into the office of student life and development
- Defunding quarterly student led weekend conference series
- Increase senator work hours
- Horizon funding reduction
- Student Union funding
- Learning Center funding reduction – provided information the Killian guidelines for the use of S&A funding can only provide special tutoring funding
- Success and Retention Funding Reduction – POD Leaders funding reduction and not funding Whatcom Wave
- Unfunded request included Nursing Pinning Ceremony and AIR office student advisory group
- Budget development process:
 - Multiple open budget committee meetings
 - Reached out to key stakeholders
 - Scheduled multiple committee meetings with the next one on May 11, 2023 follow by a student forum to provide opportunities for student feedback on the proposed budget.

➔ **Proposed WCC 2023-24 Operating Budget – Nate Langstraat, VP for Administrative Services**

Langstraat shared a PowerPoint presentation on the proposed 2023-24 Operating Budget development.

Highlights included:

- Overview of legislative outlook and budget context
- Local budget development update
- Enrollment picture
- Current status of 2023-24 operating budget
- Budget Reduction strategies
- Next steps

The PowerPoint presentation is available on [Compass](#).

ACTION ITEMS

➤ **Proposed Telework Policy – Nate Langstraat, VP for Administrative Services**

Langstraat shared that the work on development of a telework policy and related procedures started pre-pandemic but was put on paused during the pandemic.

He shared the importance of implementing a telework process, that is framed by a Board Policy, to standardize expectations while clarifying telework eligibility. A draft Board Policy has been created and provided to the campus community to provide input. Feedback has been received and is under review. Concurrently, Administration has received a demand to bargain from the faculty union, which will provide further opportunity for consultation on the draft policy.

➤ **Proposed Amendment to Policy 620 and Policy 621 (formerly 3045) – James Siegel, VP for Student Services**

Trustee Pedlow move to approve Policy 620. It was seconded by Trustee Taylor and was unanimously approved.

Trustee Johnson move to approve Policy 621 (formerly 3045). It was seconded by Trustee Fairchild and was unanimously approved.

PRESIDENT'S REPORT

- Nursing program received continuing accreditation from the Accreditation Commission for Education in Nursing. The next scheduled visit is in 2030. Areas of strengths noted included: student support, licensure examination pass rates of 90% plus consecutively for the last three years, and program completion rates of 83-97%. President Kathi thanked the nursing faculty and staff for their hard work.
- Strategic Planning Core Team met in-person on May 1, 2023 facilitated by Stephen Shields, consultant. Significant progress was made in identifying goals and objectives. Next step included finalizing the draft to share with campus for additional input.
- President Kathi participated in a higher education roundtable meeting with presidents from University of Washington, Washington State University, University of Puget Sound, Pacific Lutheran university, Columbia Basin College and Lake Washington Technical College to discuss legislative session and strategies to advocate for high education funding.
- President Kathi met with Sabah Randhawa, president of Western Washington University to identify additional collaboration opportunities. She also met the new president of Bellingham Technical College, James Lemerond, the new president of Bellingham Technical college
- President Kathi will be participating in the Government to Government Summit between leaders of regional federally recognized tribes and colleges in the northwest region on June 7, 2023.
- Update on Community Transition program:

- SBCTC passed a resolution in late March endorsing the partnership and lease arrangement with Bellingham Public Schools (BPS) and their Community Transitions Program.
 - BPS has provided comment on a draft lease agreement. The next step is to meet in-person to talk through any terms of the lease that aren't yet agreed upon. Legal counsel will be present.
 - BPS will be providing an update to their Board on May 18.
- ➔ A delegation of superintendents of education in various regions in Okinawa and others visited our campus. The delegation spent time visiting ELL (English Language Learners) classes, and the Bellingham Mayor's office. In addition, the delegation and WCC entered into a Memorandum of Understanding in support of promoting international relations through academic and cultural exchange. The college is looking forward to welcoming students from Okinawa.
- ➔ President's Circle Reception on April 21, 2023 was well-attended. President Kathi thanked the foundation staff, led by Deborah DeWees, Interim Foundation Director, conference and events and facilities staff, for their work on the event.

REPORTS

➔ **WCCFT – Anna Wolff, President**

Wolff shared that union leadership had a good initial meeting with administration regarding the demand to bargain.

➔ **Student Services – James Siegel, Vice President**

Siegel shared his excitement for the upcoming commencement and encouraged everyone to participate in celebrating the achievements of our graduates.

➔ **Instruction – Barry Robinson, Vice President**

Robinson introduced the new Dean for workforce education, Matthew Green.

DISCUSSION/ITEMS OF THE BOARD

- ➔ A list of upcoming events was shared with the Board. Chair Bohlke encouraged board members

to participate in as many events as possible.

Upcoming Events

May 17	Student Leadership Celebration	4:30 – 6:30 pm	Syre Auditorium
May 19-21	Orca Pickleball Tournament		
May 20	Student Leading Change Conference	10:00 am – 12:00 pm	Syre Auditorium
May 24	Orca Athletic Celebration	6:30 – 8:30 pm	Syre Auditorium
June 7	Annual Honors & Awards Ceremony	6:00 – 8:00 pm	Heiner Theater
June 7	Orca Day	11:00 am – 4:00 pm	WCC campus
June 14	Student Showcase	3:00 – 5:00 pm	Learning Commons
June 15	2023 Nurse Pinning Ceremony	6:00 pm	Heiner Theater
June 16	2023 Commencement Ceremony	6:30 – 8:30 pm	Orca Field

EXECUTIVE SESSION

- At 3:45 p.m. the meeting was adjourned for a closed session of the Board for thirty minutes as provided in RCW 42.31.110, to discuss collective bargaining and a Executive Session immediately after the closed session... and to discuss with legal counsel representing the agency matters relating to litigation or legal risks of a proposed action or current practice the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency...

Chair Bohlke announced that action was not anticipated. Guests included President Kathi Hiyane-Brown, Vice Presidents Nate Langstraat, Executive Director Rafeeka Kloke and Assistant Attorney General Drew Nishiyama.

The Executive Session was adjourned at 4:15 p.m. and the Board reconvened into open session at 4:15 p.m.

ADJOURNMENT

- There being no further business, the meeting was adjourned at 4:15 p.m.

TO: WCC Board of Trustees

FROM: Nate Langstraat, Vice President for Administrative Services
Becky Rawlings, Executive Director for Human Resources

DATE: Thursday, June 8, 2023

RE: Second Reading – Telework Policy for Whatcom Community College

Since the first reading of Whatcom Community College’s telework policy, the campus community has provided feedback that has resulted in revisions to the draft. These revisions also include input received through the demand to bargain process with the faculty union. That bargaining process has now concluded.

A summary of changes to the draft policy includes:

- Revision to the opening statement to define telework as “regularly working from home or from another non-college location away from the usual workplace in lieu of completing regular job duties and responsibilities that would typically be performed from the physical campus.
- Movement of existing language earlier in the policy for better sequencing of information.
- Clarification that faculty telework requests are only required when requesting telework arrangements in lieu of on-campus presence requirements per the negotiated faculty agreement.
- Statement that the provisions of the policy (and related procedures) are not intended to alter or supersede any existing collective bargaining agreements.

With these revisions, the telework policy is ready for final consideration by the Board of Trustees. Upon adoption by the Board, the College plans to implement the telework policy effective July 1, 2023.

Thank you.

SUGGESTED ACTION

Move to approve the Whatcom Community College telework policy as proposed.
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DRAFT Telework Policy

Telework refers to an arrangement where an employee regularly works from home or from another non-college location ~~away from the usual workplace~~ in lieu of completing regular job duties and responsibilities that would typically be performed from the physical campus through telecommunications technology.

~~Depending on the details of the arrangement, telework may constitute either a portion of the employee's work schedule or all of it.~~

~~The College allows the use of telework arrangements and flexible scheduling within the bounds of good public practice, operational needs, and resource limitations.~~

Telework is designed to support a strategy that maximizes employee productivity and performance, regardless of the work location, when the duties of the position allow. Telework may be considered for recruitments for high-demand positions as identified by college administration and in alignment with telework procedure.

~~Depending on the details of the arrangement, telework may constitute either a portion of the employee's work schedule or all of it.~~

~~The College allows the use of telework arrangements and flexible scheduling within the bounds of good public practice, operational needs, and resource limitations.~~

Telework should be incorporated into the continuity of operations plans, as referenced in the College's comprehensive emergency management plan.

Requests for telework assignments are to be made following the process outlined in the telework procedure. For faculty, telework requests are only required when requesting telework arrangements for in lieu of on-campus presence requirements per the negotiated faculty agreement. The determination of whether an employee is eligible and approved for telework will be made in accordance with this policy, related procedure, and the department's operational needs.

Provisions of this policy, and related procedures, are not intended to alter or supersede any existing collective bargaining agreements.

Telework Policy

Telework refers to an arrangement where an employee regularly works from home or from another non-college location in lieu of completing regular job duties and responsibilities that would typically be performed from the physical campus.

Depending on the details of the arrangement, telework may constitute either a portion of the employee's work schedule or all of it.

The College allows the use of telework arrangements and flexible scheduling within the bounds of good public practice, operational needs, and resource limitations.

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Provisions of this policy, and related procedures, are not intended to alter or supersede any existing collective bargaining agreements.



MEMORANDUM

TO: WCC Board of Trustees

FROM: Nate Langstraat, Vice President for Administrative Services

DATE: Thursday, June 8, 2023

RE: Draft Ground Lease with Bellingham Public Schools – Community Transitions

Thank you again for adopting Board Resolution #2023-01 (February 2023) to support a ground leasing opportunity to locate Bellingham Public Schools’ (BPS) Community Transitions program on the WCC campus. The State Board for Community and Technical Colleges (SBCTC) also passed supporting resolution #23-03-08 (March 2023), stating, “the college’s board of trustees will review the proposed lease and recommend its approval.”

College staff have worked collaboratively with BPS and our respective legal counsel to draft a ground lease that is agreeable to both parties. A current draft of the lease is enclosed for Board review. Primary lease terms of particular significance for Board review include:

Term	Summary
Term length	Ten years with four ten-year renewal options exercisable by BPS.
Use of Premises	Community Transitions or use in a manner that is consistent with the educational missions of the parties.
Rent	\$1.00 (One Dollar) per year.
Design	Must comply with all legal requirements and the College’s design development standards as outlined in Institutional Master Plan and Bellingham Municipal Code (BMC).
Title to Improvements	Upon the termination or expiration of the ground lease, title to all Improvements shall vest automatically in the Ground Lessor.
Utilities	BPS solely responsible for utilities and services to the Premises.
Maintenance	BPS shall bear the full cost and responsibility for maintenance of the Premises and Improvements.
Insurance	BPS to secure and maintain insurance on the building and Improvements.

Upon final execution of the lease, continued design, development, and permitting work will occur. In addition, the parties will draft a “Management Agreement” to further define operational expectations.

SUGGESTED ACTION

Move to recommend approval of the ground lease between Whatcom Community College and Bellingham Public Schools as related to design, development and construction of a facility to house the Community Transitions program; and further move to delegate authority to the President of Whatcom Community College to finalize the terms and details of the ground lease for final review by staff of the State Board for Community and Technical Colleges.

Ground Lease
between
The State Board for Community and Technical Colleges
Whatcom Community College
and
Bellingham Public School District No. 501

GROUND LEASE

This Ground Lease ("Ground Lease") is made as of the [ENTER DATE], Between The State Board of Community And Technical Colleges (the "State Board"), as "Ground Lessor" on behalf of Whatcom Community College, an agency of the State of Washington (the "College"), and the Bellingham Public School District No. 501 ("Ground Lessee"), collectively referred to herein as the "Parties" or individually as a "Party," with reference to the following facts:

RECITALS

- A. Ground Lessor is the owner of certain real property located in the City of Bellingham, Whatcom County, Washington, and more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the "Real Property" and "Premises").
- B. Ground Lessee located in the City of Bellingham, Whatcom County, Washington needs an expanded facility dedicated to instruction and academic support resources for the "Community Transitions" or "Transitions Services" program (the "Program").
- C. Ground Lessor and the College will benefit from having the Program situated on its property in that the students of the Program may be dually enrolled at the College and that the age demographics of Program students aligns with traditional college-aged students. Further Ground Lessor and the College will benefit from any other educational purposes for which the Premises are used by Ground Lessee in that students in the Bellingham community may enroll at the College upon graduation from the Ground Lessee's K-12 education program or participate in dual enrollment programs. The Program and related facility align with the College's educational and community purposes. The benefit of this Ground Lease to Ground Lessor and the College will be derived from the unique educational partnership that is the cornerstone to this agreement between the College and Ground Lessee. This educational partnership will be of significant benefit to the greater community served both by the College and Ground Lessee.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Ground Lessor, College, and Ground Lessee hereby agree as follows:

SECTION 1 | INCORPORATION OF RECITALS; DEFINITIONS.

Each recital set forth above is incorporated into this Ground Lease as though fully set forth herein. All capitalized terms not otherwise defined herein shall have the meaning set forth in Section 25 of this Ground Lease.

SECTION 2 | PREMISES; TERM.

- 2.1 Lease to Ground Lessee.** In consideration of the Rent to be paid and the covenants and agreements hereinafter provided which Ground Lessee hereby agrees to keep and perform, Ground Lessor hereby leases to Ground Lessee and Ground Lessee hereby leases from Ground Lessor the Premises legally described in Exhibit A.
- 2.2 Title to and Condition of the Premises.** Ground Lessee has had an opportunity to and has conducted a thorough investigation of the Premises and is in all respects knowledgeable and familiar with the present condition of the Premises. The Premises are leased to Ground Lessee in its present condition without representation of warranty of any kind by Ground Lessor or College, express or implied, and subject to all applicable Legal Requirements (defined below) now or hereafter in effect; provided, however, Ground Lessor warrants that it has marketable title to the Premises demised under the Ground Lease; the Premises constitute one or more separate legal lots; and Ground Lessor and College have authority to lease the Premises to Ground Lessee pursuant to this Ground Lease.
- 2.3. Term.** Conditioned upon the satisfaction of all legal requisites, this Ground Lease shall be for a term of ten (10) years, with Ground Lessee having the option to extend the term hereof of its leased Premises for four (4) additional 10-year renewals on the same terms and conditions contained herein, commencing on the date of [ENTER DATE], ("Commencement Date"). The four (4) additional 10-year renewal options to extend the term are at the option of Ground Lessee. Ground Lessee shall give written notice to Ground Lessor and the College of the election to exercise the same, in writing, not less than thirty [30] days prior to expiration of the term. If the parties desire to extend the term after all of the options are exhausted, the parties may amend this Ground Lease in writing signed by a duly authorized officer or representative of each Party hereto, conditioned upon the satisfaction of all legal requirements.

SECTION 3 | RENT.

Commencing on the Commencement Date, Ground Lessee shall pay to the College the following Rent: In consideration of the benefits to be received by the College as described herein, the annual rent for the Premises shall be \$1.00 (One Dollar) per year, payable on the

31st day of December. The amount of Rent has been determined by the Parties taking into consideration the following criteria: (a) the Premises are largely unimproved; (b) the Improvements will be owned by Ground Lessor upon expiration of the term and any renewals thereof of this Ground Lease; (c) the restrictions set forth in this Ground Lease on Ground Lessee's use of the Premises; (d) the College's and or its students shared usage of portions of the Premises to be determined more specifically in a Management Agreement to be negotiated and executed between the College and Ground Lessee; and (e) the unique partnership and benefits as described above in paragraph C of the Recitals.

SECTION 4 | COMPLIANCE WITH LEGAL REQUIREMENTS AND AGREEMENTS.

Ground Lessee shall, at its sole cost and expense, comply with and perform all obligations with respect to (a) the Legal Requirements, and (b) all applicable contracts (including insurance policies, to the extent necessary to prevent cancellation and to ensure full payment of all claims made under such policies), covenants, conditions and restrictions, and all other applicable agreements to the Premises and its ownership, operation, use, or possession.

SECTION 5 | USE OF PREMISES.

- 5.1 Premises to be Used Solely for the Program or other Mutually Agreed Upon Educational Purpose.** Ground Lessee shall use the Premises for the construction, lease, and operation of an approximately 16,000 square foot facility and related space and uses (the "Improvements") for the educational purposes of the Program. No other use may be made of the Premises without the prior written approval of the College and the Ground lessor, which approval shall not be unreasonably withheld, except that Ground Lessee may use the Premises in a manner that is consistent with its educational mission without the College's or Ground Lessor's prior written approval. The intent of the Parties is to have a successful Program located on the Real Property; however, Ground Lessee may use the Premises in other manners that are consistent with its educational mission.
- 5.2 Management Agreement.** Upon the execution of a Management Agreement between the Ground Lessee and College, the Premises will be operated to allow reasonable access to Whatcom Community College students, instructors, and staff based on the terms agreed to in the Management Agreement. Access by the College or its students shall not unreasonably interfere with Ground Lessee's educational programming.
- 5.3 Design Requirements.** Construction and design of the Improvements shall all be substantially in accordance with the College's Institutional Master Plan, dated 2017, with Design Guidelines, College Standards and Specifications, and other governmental rules, regulations, and requirements applicable to development at the College campus on file with the Office of Administrative Services of the College and by this reference incorporated herein (collectively, "Development Standards") as each currently exists. A copy of the College's Institutional Master Plan was provided to Ground Lessee prior to

its execution of this Ground Lease. All improvements constructed on the Premises must also comply with all Legal Requirements. Ground Lessee shall promptly provide the College with copies of all site plans, surveys, applications for land use approvals and permits, permits, licenses, approvals, and other agreements with state and local governmental entities with jurisdiction over the development and use of the Premises.

- (a) Ground Lessee shall permit the inclusion of up to two [2] College representatives to participate in design and construction meetings and advise on Development Standards. However, Ground Lessee will retain final decision-making authority in compliance with Section 7.

5.4 Prohibited Uses.

- (a) Ground Lessee shall not allow the Premises or the Improvements to be used for any unlawful purpose, nor shall Ground Lessee cause, maintain, or permit any nuisance in, on, or about the Premises or the Improvements. Ground Lessee shall not commit or suffer to be committed any waste in or upon the Premises, the Improvements, or the landscaping. Ground Lessee shall not do or permit anything to be done on the Premises or the Improvements that will cause damage to the Premises or the Improvements.
- (b) During construction, Ground Lessee shall at all times require its general contractor to conduct its activities in conformance with this Ground Lease and so as not to interfere with, obstruct, or endanger Ground Lessor's or the College's facilities, property, or operations.

SECTION 6 | LIENS.

- 6.1. Covenant Against Liens.** Ground Lessee covenants and agrees that it shall not, during the Term of this Ground Lease, suffer or permit any lien, charge, security interest, or encumbrance (collectively, "Liens") to be attached to, upon, or against the Premises, or any portion thereof or any Rent payable under this Ground Lease for any reason, including, without limitation, Liens arising out of the possession, use, occupancy, design, construction, repair, or rebuilding of the Premises or by reason of the furnishing of labor, services, materials, or equipment to the Premises or to Ground Lessee. Ground Lessee agrees to indemnify, protect, defend, and hold Ground Lessor and the College harmless from and against all liabilities, losses, damages, expenses, and costs (including reasonable attorneys' fees and costs) incurred in connection with any such Lien. Ground Lessee's obligations pursuant to this Section 6.1 shall survive the expiration or earlier termination of this Ground Lease.

SECTION 7 | LEASEHOLD IMPROVEMENTS.

- 7.1 Construction of Improvements in Accordance with Development Standards.** Ground Lessor and the College would not have entered into this Ground Lease but for the

agreement by Ground Lessee to undertake, at Ground Lessee's sole cost and expense, the construction of the Improvement in substantial accordance with the Development Standards. Ground Lessee agrees to design, construct, and diligently and continuously work to complete the construction of the Improvements in a timely and cost-effective fashion, in a good and workmanlike manner, and in accordance with the Approved Plans (defined below), free and clear of all Liens and otherwise in accordance with the requirements of this Ground Lease subject to Section 7.2. Ground Lessee also agrees to partner with the College to consult early in the project planning process with the Washington Department of Archaeology and Historic Preservation ("DAHP") and any affected tribes regarding the proposed Improvements. Ground Lessee will take all reasonable action to avoid, minimize, or mitigate adverse effects to archeological sites, sacred sites, or other cultural resources. Should DAHP or any affected tribes notify the College or Ground Lessee that additional studies are needed before the project may proceed, Ground Lessee is responsible for undertaking these actions at its own cost.

7.2 Construction of Improvements/Alterations.

- (a) Ground Lessee shall provide schematic drawings and models ("Preliminary Plans") of the proposed Improvements as well as initial construction drawings to the College in alignment with Development Standards.
- (b) Ground Lessee shall cause its architects to prepare final drawings or portions thereof within specifications ("Final Plans") for the Improvements, which Final Plans and specifications shall substantially comply with the Preliminary Plans, which Final Plans or portions thereof shall be submitted to the College for its written notice of approval or disapproval. The College shall give Ground Lessee written notice following its receipt of such Final Plans of its approval or disapproval thereof, specifying in the case of its disapproval its reason therefore. The College shall provide its response within thirty (30) days following receipt of the Final Plans and, if its response is not timely provided, the submitted Final Plans are deemed approved by the College. The College shall have the right to reasonably disapprove Final Plans for the following reasons only:
 - (i) The Final Plans do not meet the requirements of the Development Standards;
 - (ii) The Final Plans do not comply with all applicable Legal Requirements.

Ground Lessee shall, immediately following receipt of a proper notice of disapproval, undertake to further amend or modify the Final Plans so as to conform to the requirements of the Development Standards and Legal Requirements and, upon completion thereof, the same shall be resubmitted to the College for its written approval. The Final Plans, or portions thereof approved by the College, shall hereinafter be referred to as the "Approved

Plans.” There shall be no material change in the Approved Plans for the Improvements without the prior written consent of the College. Such consent shall be based solely on determinations of whether material changes meet the requirements of the Development Standards or whether material changes comply with all applicable Legal Requirements, and such consent shall not be unreasonably withheld. Ground Lessee shall secure, at its sole cost and expense, all building permits and other permits, licenses, permissions, consents, and approvals required to be obtained in connection with the construction of the Improvements. The College and/or Ground Lessor shall join in the application for such permits or authorizations whenever such joinder is required; provided, however, that the College shall incur no expense or liability in connection therewith. Ground Lessee shall contract for the construction of the Improvements at its sole cost and expense and shall diligently prosecute the construction of the Improvements to completion. Upon completion of the Improvements, Ground Lessee will promptly provide the College, at no cost to the College, with a set of "as built" plans as provided by the construction manager/general contractor.

7.3 Disclaimer of Liability by the College. Approval by the College of the Preliminary Plans or the Approved Plans shall not constitute any representation or warranty by the College or Ground Lessor that such plans comply with all Legal Requirements, and neither the College nor Ground Lessor assumes any liability with respect thereto. Notwithstanding any provision of this Ground Lease to the contrary, neither the College nor Ground Lessor is under any obligation or duty to, nor shall either of them design, supervise design, construct, or supervise construction of the Improvements, except to the extent that Ground Lessor or the College disapprove of submitted plans per Section 7.2 above. The College's approvals of the Preliminary Plans and the Approved Plans as provided in this Ground Lease are for the sole purpose of protecting its rights as the owner of a reversionary interest in the Premises.

7.4 Title to Improvements.

- (a) Title and ownership of all Improvements, fixtures, and equipment hereafter located on the Premises by Ground Lessee shall be vested in Ground Lessee until the termination or expiration of this Ground Lease. Upon the termination or expiration of this Ground Lease, title to all Improvements shall vest automatically in the Ground Lessor.
- (b) During the term and any renewals thereof of this Ground Lease, the Improvements shall not be conveyed, transferred, or assigned without the prior written consent of Ground Lessor and the College, which consent shall not be unreasonably withheld. Ground Lessee shall allow no other person to construct,

except for Ground Lessee's account, any additional improvements on the Premises, and except as allowed pursuant to Section 8.2(a) of this Ground Lease.

- (c) All of Ground Lessee's right, title, and interest to any Improvements shall terminate and title to the Improvements shall automatically vest in Ground Lessor and the Improvements shall be surrendered by Ground Lessee to Ground Lessor upon expiration or earlier termination of this Ground Lease. No further deed or other instrument shall be necessary to confirm the vesting of title to the Improvements in the Ground Lessor. However, upon termination or expiration of this Ground Lease, Ground Lessee, upon request of the College or Ground Lessor, shall execute, acknowledge, and deliver to the College a deed in a form mutually agreeable to Ground Lessee, the College, and Ground Lessor, confirming that all of Ground Lessee's right, title, and interest in the Improvements has expired and that title to the Improvements has vested in Ground Lessor.

SECTION 8 | MAINTENANCE AND MODIFICATIONS.

8.1 Maintenance and Repairs. Maintenance and repairs of the Premises, the Improvements, all facilities, and equipment thereon, and all sidewalks, curbs, gutters, landscaping, utility lines, and appurtenances and every part thereof, shall be at the sole cost and responsibility of the Ground Lessee.

8.2 Modifications, Alterations, and Additions.

- (a) Ground Lessee shall not make any substantial modifications, alterations, additions, or improvements to the Premises or any part thereof (other than the Improvements) without first obtaining the prior written consent of the College, which consent shall not be unreasonable withheld, conditioned, or delayed. In all events, Ground Lessee shall promptly furnish the College with copies of all plans and specifications prepared in connection with any substantial repairs, alterations, additions, or improvements. All such substantial modifications, alterations, additions, and/or improvements shall be constructed in accordance with plans and specifications approved by the College, which approval shall not be unreasonable withheld, conditioned, or delayed. Notice and approvals required by this Section shall be given and all permits acquired as set forth in Section 7.2 herein.
- (b) Before commencing any work relative to the substantial modifications, alterations, improvements, or additions affecting the Premises, Ground Lessee shall notify the College in writing of the expected date of commencement thereof. The College shall then have the right at any time to post and maintain on the Premises such notices as the College reasonably deems necessary to protect the Premises and the College from construction or other Liens. Any such

substantial modification, alteration, improvement, or addition shall be expeditiously completed in a good and workmanlike manner and in compliance with all applicable Legal Requirements and the requirements of all insurance policies applicable to the Premises. Ground Lessee will procure all necessary permits before making any such substantial repairs, alterations, additions, or redecoration. Ground Lessee shall pay, when due, all claims for labor, materials, supplies, or equipment furnished to or for Ground Lessee at or for use in the Premises. Ground Lessee shall not permit any Liens to be levied against the Premises for any labor, materials, supplies, or equipment furnished to Ground Lessee or claimed to have been furnished to Ground Lessee or to Ground Lessee's agents or contractors in connection with the work and any such Liens shall be removed as required under Section 6 of this Ground Lease.

SECTION 9 | UTILITIES AND SERVICES.

During construction of the Improvements, Ground Lessee shall be solely responsible for all utility costs associated with the Improvements and construction thereof. Following completion of the Improvements, Ground Lessee shall continue to be solely responsible for utilities and services to the Improvements and Premises.

SECTION 10 | GROUND LESSEE FINANCING OF IMPROVEMENTS.

Ground Lessee shall not have the right to mortgage, pledge, encumber, or assign its leasehold interest under this Ground Lease, in whole or in part, without the written permission of the College, which permission shall not be unreasonable withheld.

SECTION 11 | MAINTENANCE OF PREMISES.

Following completion of the Improvements, Ground Lessee shall bear the full cost and responsibility for maintenance of the Premises and Improvements unless otherwise agreed in the Management Agreement. To the extent any terms of the Management Agreement are inconsistent with the terms of the Ground Lease, the terms of the Management Agreement as then existent shall govern.

SECTION 12 | ENVIRONMENTAL OBLIGATIONS OF THE PARTIES.

12.1 Definitions. As used in this Ground Lease, the following terms are defined as follows:

- (a) "Environmental Laws" shall include any and all federal state, and local statutes, regulations, rules, and ordinances, now or hereafter in effect, which in any way govern the use, storage, or spillage of any Hazardous Substances, including but not limited to the laws referenced in Section 25.3 of this Ground Lease.
- (b) "Hazardous Substances" shall be interpreted in the broadest sense to include any substance, material, or product defined or designated by federal or state law

as hazardous, toxic, radioactive, dangerous, or regulated wastes, including, but not limited to, those provisions listed in Section 25.6 of this Ground Lease.

- (c) "Environmental Costs" shall be interpreted in the broadest sense to include, but shall not necessarily be limited to: (i) costs or expenses relating to any actual or claimed violation of or noncompliance with any Environmental Law; (ii) all claims of third parties, including governmental agencies, for damages, response costs, or other relief; (iii) the cost, expense, or loss to a Party to this Ground Lease as a result of any injunctive relief, including preliminary or temporary injunctive relief, applicable to the Party or the Premises; (iv) all expenses of evaluation, testing, analysis, cleanup, remediation, removal, and disposal relating to Hazardous Substances, including fees of attorneys, engineers, consultants, paralegals, and experts; (v) all expenses of reporting the existence of Hazardous Substances or the violation of Environmental laws to any agency of the State of Washington or the United States as required by applicable Environmental Laws; (vi) any and all expenses or obligations, including attorneys' and paralegal fees, incurred at, before, and after any trial or appeal therefrom or any administrative proceeding or appeal therefrom, whether or not taxable as costs, including, without limitation, attorneys' and paralegal fees, witness fees (expert and otherwise), deposition costs, copying, telephone, and telefax charges and other expenses; and (vii) any damages, costs, fines, liabilities, and expenses which are claimed to be owed by any federal, state, or local regulating or administrative agency.

12.2 Responsibility for Cleanup/Remediation and Costs.

- (a) Should the presence of Hazardous Materials be discovered on the Real Property during design or construction of the Program facility, the College shall, in coordination with Ground Lessee and its contractor, cause such material(s) to be removed and disposed of and the Real Property remediated in full compliance with all Environmental Laws or orders or directives of governmental regulators with jurisdiction over the Premises and the Parties. All Environmental Costs, together with any costs incurred by Ground Lessee due to delay or the necessity of coordination of the cleanup or remediation, shall be borne by the College.
- (b) Should Ground Lessee or its contractors cause to be spilled or discharged Hazardous Materials on the Premises, then Ground Lessee or its contractor shall cause such material(s) to be removed and disposed of and the Premises remediated in full compliance with all Environmental Laws or orders or directives of governmental regulators with jurisdiction. All Environmental Costs incurred to affect such cleanup shall be borne by Ground Lessee or its contractor(s).

- 12.3 No Use of Hazardous Substances.** No handling, generation, storage, creation, disposal, transportation, or discharge of any Hazardous Substances shall be permitted on, about, or from the Premises except as approved in writing by the College. This restriction shall not apply, however, to use of construction materials and supplies needed for use in construction of the Improvements, or to office and janitorial supplies which are available over the counter for common use by members of the general public so long as such use is in small quantities, or to Hazardous Substances, nor shall this prohibition apply to substances fully contained inside of vehicles so long as used in accordance with all Environmental Laws.
- 12.4 Environmental Inspection.** The Parties reserve the right to inspect for Hazardous Substances and/or another Party's management of Hazardous Substances of the Premises at any reasonable time, and from time to time, with notice to the other Party.
- 12.5 Disposal of Hazardous Substances.** Neither Ground Lessor, the College, Ground Lessee, nor any of Ground Lessee's tenants shall dispose of any Hazardous Substances, regardless of the quantity or concentration, into any drainage ditches, storm, and/or sanitary sewer drains and plumbing facilities within the Premises, or other property of the College except in compliance with all Environmental Laws. Any disposal of Hazardous Substances shall be in approved containers and removed from the Premises by Ground Lessee in accordance with the law. If the College or Ground Lessee knows, or has reasonable cause to believe, that any release of Hazardous Substances has come to be located on or beneath the Premises, then the College or Ground Lessee, as the case may be, must immediately give written notice of that condition to the other Party.
- 12.6 Notice to Party.** Any Party hereto shall immediately notify all other Parties hereto upon becoming aware of a violation or alleged violation of any Environmental Law and/or: (1) any leak, spill, release, or disposal of a Hazardous Substance on, under, or adjacent to the Premises or threat of, or reasonable suspicion of, any of the same; and/or (2) any notice or communication from a governmental agency or known by a Party directed to any Party hereto or any other person relating to such Hazardous Substances on, under, or adjacent to the Premises or any violation or alleged violation of any Environmental Laws with respect to the Premises.
- 12.7 Indemnity/Hold Harmless.** Each Party hereto shall indemnify and hold harmless the other Parties for any Environmental Costs incurred by an indemnified Party to the extent that the indemnifying Party or its agent or employee causes any violation of an Environmental Law or any spillage or mishandling of any Hazardous Material for which any Environmental Costs are incurred.
- 12.8 Compliance with Laws and Regulations.** The Parties hereby represent, warrant, covenant, and agree to and that all operations or activities upon, or any use or occupancy of the Premises or any portion thereof by Ground Lessee, the College, or any

occupant of the Premises shall, throughout the Term of this Ground Lease, be in compliance in all material respects with all state, federal, and local Environmental Laws and regulations governing or in any way relating to the generation, handling, storage, use, transportation, discharge, or disposal (whether legal or illegal, accidental or intentional) of any Hazardous Substances.

12.9 Breach as Material Default. All Parties hereby specifically acknowledge and agree that (a) each of the covenants, obligations, agreements, representations, and warranties set forth in Section 12 is a material inducement to the Parties to enter into this Ground Lease, and (b) breach by any Party of any covenants, obligations, agreements, representations, and warranties set forth in Section 12 shall constitute a material breach of this Ground Lease by the breaching Party, entitling the other Parties to all of the rights and remedies provided to the Parties under this Ground Lease or under applicable law.

12.10 Survival. Each of the covenants, agreements, obligations, representations, and warranties of the Parties set forth in this Section 12 shall survive the expiration or earlier termination of this Ground Lease.

SECTION 13. INSURANCE POLICIES.

All insurance required under this Section 13 shall: (i) be issued by a licensed public entity risk pool or insurance companies authorized to do business in the state of Washington with a rating reasonably satisfactory to the College and Ground Lessee; (ii) be issued as a primary policy; (iii) contain an endorsement requiring forty-five (45) days' prior written notice from the insurance company to the College and Ground Lessee before cancellation or change in the coverage, scope, or amount of any policy; and (iv) specify the College, Ground Lessor, and Ground Lessee each as named insureds. Ground Lessee shall provide the College and Ground Lessor with certificates of insurance for the insurance policies required by this Section 13.

13.1 Commercial General Liability Insurance. During the Term of this Ground Lease, Ground Lessee shall, at its sole cost and expense, obtain and keep in force throughout the Term of this Ground Lease, commercial general liability insurance on an occurrence basis, insuring the College and Ground Lessee against claims for personal injury (including, without limitation, bodily injury or death), property damage, and such other loss or damage from such causes of loss as are embraced by insurance policies of the type now known as "Commercial General Liability" insurance, with a combined single limit of not less than \$5,000,000.00. Such insurance shall be in form and with deductibles reasonably satisfactory to the College and Ground Lessee. Ground Lessee shall be the insured and such policy shall be primary and non-contributory to any coverage maintained by the College. The limits of such insurance shall not, however, limit the liability of the Parties hereunder.

- 13.2 Property Insurance.** Commencing upon the construction of the improvements and thereafter during the Term of this Ground Lease, Ground Lessee shall obtain and maintain on Improvements an insurance policy or policies, in an amount not less than 100% of the then full replacement cost of the Improvements (exclusive of the costs of excavations, foundations, and footings below the lowest basement floor) and Personal Property without deduction for physical depreciation.
- 13.3 Builder's Risk.** During the course of construction of the Program facility, Ground Lessee or its general contractor shall keep in place a policy of "builder's risk" insurance fully insuring the replacement value of portions of the constructed Improvements.
- 13.4 Waiver of Subrogation.** Anything in this Ground Lease to the contrary notwithstanding, Ground Lessee, Ground Lessor, and the College each waives its entire right of recovery, claims, actions, or causes of action against the other for physical loss or damage to the Premises, or any personal property of such Party therein or loss of use of the Premises that is caused by loss or damage that is insured under any insurance policies carried by the Parties and in force at the time of damage or loss. Ground Lessee shall cause each insurance policy obtained by it to provide that the insurance company waives all right to recovery by way of subrogation against either the College or Ground Lessor in connection with any such loss or damage.
- 13.5 Failure to Maintain Insurance.** If Ground Lessee shall fail to provide the insurance or evidence of insurance required hereunder, the College may obtain such policies as the agent of the Ground Lessee, and the premiums paid for such insurance shall be paid by Ground Lessee to the College upon demand. The College shall be limited in damages that the College may claim against Ground Lessee arising out of or by reason of Ground Lessee's failure to provide and keep in force policies as aforesaid, to the amount of the insurance premiums not paid or incurred by Ground Lessee.

SECTION 14 | DAMAGE OR DESTRUCTION OF PREMISES.

- 14.1 Ground Lessee's Duties.** If any of the Improvements or any appurtenance thereto shall be damaged or destroyed by fire or other casualty, Ground Lessee shall give prompt written notice thereof to the College, and shall, to the extent possible given its financial resources, proceed with reasonable diligence to carry out any necessary demolition and/or to restore, repair, replace, and rebuild such Improvements at Ground Lessee's own cost and expense. If any insurance proceeds shall have been paid by reason of such damage or destruction, Ground Lessee shall be entitled to such proceeds for the purpose of such demolition and/or rebuilding, as set forth in and subject to Section 13.2 hereof.
- 14.2 College's Rights.** If Ground Lessee fails to use reasonable diligence or neglects to repair damages to the Premises, then the College may give Ground Lessee written notice of such failure or neglect. If such failure or neglect continues for sixty (60) days after such

notice, then the College, in addition to all other rights which the College may have, may at its sole expense enter upon the Real Property to repair damages, in which event, the College shall be entitled to reimbursement of its reasonable costs and expenses. Ground Lessee will not be deemed to have failed to use reasonable diligence in or neglected to repair damages to the Premises if Ground Lessee has initiated the process of repairing such damage, which shall include but not be limited to initiating a claim for repair through its insurance carrier, arranging repair work, or seeking repair cost estimates. In no event shall College perform repairs of damages to the Premises exceeding five-thousand dollars (\$5,000) in cost without the express written consent of Ground Lessee; and if College performs repairs in excess of five-thousand dollars (\$5,000) in cost without the express written consent of Ground Lessee, the College will only be entitled to reimbursement of five-thousand dollars (\$5,000).

SECTION 15 | CONDEMNATION.

If during the Term there is a taking or damaging of all or any portion of the Premises by the exercise of any governmental power, whether by legal proceedings or otherwise, by a governmental agency with jurisdiction or a transfer by any Party either under threat of condemnation or while legal proceedings for condemnation are pending (a "Condemnation") such that there can be no reasonable use of the Premises by Ground Lessee, this Ground Lease shall terminate on the date the governmental agency has the right to possession of the property being condemned. Any award authorized by Title 8 RCW with respect to the taking of the Premises (except for the Improvements) shall belong to Ground Lessor, and with respect to the Improvements shall belong to Ground Lessee. If during the Term there is a partial taking of a part of the Premises by Condemnation, and the Parties agree that a reasonable use can be made of the Premises, then this Ground Lease will continue in full force and effect as to the remainder of the Premises with any award for such partial taking payable in full to Ground Lessee.

SECTION 16 | ASSIGNMENT AND SUBLETTING.

Ground Lessee shall not assign nor sublet the Premises without first obtaining the College's prior written consent, which may not be unreasonably withheld. Assignment and subletting must align with the Parties' missions.

SECTION 17 | LIABILITY.

Each Party to this Ground Lease shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. No Party to this Ground Lease shall be responsible for the acts and/or omissions of entities or individuals not a party to this Ground Lease. This Section shall survive the expiration or other termination of this Ground Lease. This Section is for the sole benefit of the Parties and shall not inure to the benefit of any third party. No Party shall be considered the "agent" of the other for purposes of this Section.

SECTION 18 | DEFAULT.

The occurrence of any of the following shall constitute a default under this Ground Lease:

- 18.1 Payment.** Failure to make any payments of Rent or any other payments due under this Ground Lease if the failure to pay is not cured within thirty (30) business days after written notice thereof shall have been given to Ground Lessee by Ground Lessor and the College; or
- 18.2 Other Failure to Perform.** Failure to perform any other material provision of this Ground Lease if the failure to perform is not cured within thirty (30) business days after written notice of such default has been given by Ground Lessor and the College to the Ground Lessee, or by Ground Lessee to the College and Ground Lessor. If the default cannot reasonably be cured within thirty (30) business days, then no Party shall be in default under this Ground Lease if the Party commences to cure the default within thirty (30) business days and diligently and in good faith continues to cure the default.
- 18.3 Educational Mission.** Utilization of the Premises in a manner inconsistent with its educational mission without the prior consent of Ground Lessor or the College if use inconsistent with its educational mission is not cured within thirty (30) business days after written notice of such default is provided by the College and Ground Lessor to Ground Lessee. If the default cannot reasonably be cured within thirty (30) business days, then Ground Lessee shall not be in default under this Ground Lease if Ground Lessee commences to cure the default within thirty (30) business days and diligently and in good faith continues to cure the default.

SECTION 19 | TERMINATION OF THE GROUND LEASE FOR IMPROPER USE.

- 19.1** Upon the College's or Ground Lessor's provision of notice of Ground Lessee's default as provided in Section 18 and the failure of Ground Lessee to timely cure the default as described in said Section, the Ground Lease may be terminated by the College and Ground Lessor upon sixty (60) business days' written notice.
- 19.2** In the event of termination of the Ground Lease by the Ground Lessor or the College as set forth above in Section 19, title to the Improvements shall pass to the College and the Ground Lessor.
- 19.3** Upon Ground Lessee's provision of notice of Ground Lessor's or the College's default as provided in Section 18 and the failure of Ground Lessor or the College to timely cure the default as described in said Section, the Ground Lease may be terminated by the Ground Lessee upon sixty (60) business days' written notice.

SECTION 20 | REMEDIES.

- 20.1** In the event of any material default or breach by a Party, the non-defaulting Party(ies) may, at any time thereafter, without limiting such Party(ies) in the exercise of their

rights or remedies at law or equity, or as set forth herein, maintain the Ground Lease in full force and effect without terminating Ground Lessee's right to possession of the Premises.

In no event shall the provisions of this Section 20 be construed to limit the right of the College, Ground Lessor, or Ground Lessee to terminate this Ground Lease pursuant to Section 19.

- 20.2** In the event of any material breach by Ground Lessor or College that materially disrupts the Program or renders the Premises unfit for operation of the Program, Ground Lessor and/or College shall provide Ground Lessee with temporary alternative space, if feasible, to allow Ground Lessee to continue operation of the Program.

SECTION 21 | SIGNS.

Ground Lessee shall not place identification signage, other signage, advertisements, awnings, banners, or other exterior decorations on the exterior of the Premises without the approval from the College, which consent shall not be unreasonably withheld so long as such signs comply with the College's standards regarding signs. Any sign that Ground Lessee has the right to place, construct, and maintain shall comply with all laws; and Ground Lessee shall obtain any approval required by such laws. The College makes no representation with respect to Ground Lessee's ability to obtain such approval.

SECTION 22 | DUTIES OF THE PARTIES UPON TERMINATION.

- 22.1 Duties on Termination.** Upon expiration or earlier termination of this Ground Lease, College shall, at its option, require Ground Lessee to take one of the following two courses of action:

22.1(A) Ground Lessee shall deliver all keys to the College and surrender the Premises and the Improvements on the Premises in reasonable order, condition, and wear. Depreciation and wear from ordinary use for the purpose for which the Premises were let need not be restored. Improvements constructed by Ground Lessee with permission from the College shall become the College's property and shall not be removed. Ground Lessee shall also provide to the College, upon expiration of earlier termination of this Ground Lease, and request by the College, copies of all building and maintenance records and other pertinent information in Ground Lessee's possession pertaining to construction, operation, and maintenance of the Improvements and the Premises; or

22.1(B) Ground Lessee shall remove the 16,000 square foot facility from the premises and restore the Premises to the condition it was at beginning of leasehold.

22.2 Holding Over. If Ground Lessee shall hold over after the expiration or termination of the Term or any renewals thereof of this Ground Lease, and the College and Ground Lessee shall not have agreed in writing upon the terms and provisions of a new ground lease (or on an additional extension of this Ground Lease) prior to such expiration, Ground Lessee shall remain bound by all terms, covenants, and agreements hereof.

SECTION 23 | PROTECTION AGAINST CLAIMS BY THE PUBLIC.

Either Party may request another Party, at the latter's expense, to take such steps as are reasonably necessary to protect against possible claims of prescriptive rights in favor of the public.

SECTION 24 | MISCELLANEOUS PROVISIONS.

- 24.1 Entire Agreement.** This Ground Lease represents the entire agreement between the Parties; provided that this Ground Lease shall be construed together with the Management Agreement, when drafted. This Ground Lease may not be amended or rescinded in any manner except by an instrument in writing signed by a duly authorized officer or representative of each Party hereto.
- 24.2 Governing Law.** This Ground Lease shall be governed by and construed and enforced in accordance with the laws of the state of Washington.
- 24.3 Severability.** Should any of the provisions of this Ground Lease be found to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such provision shall be stricken, and the remainder of this Ground Lease shall nonetheless remain in full force and effect unless striking such provision shall materially alter the intention of the Parties.
- 24.4 Jurisdiction.** In the event any action is brought to enforce any of the provisions of this Ground Lease, the Parties agree to be subject to exclusive *in rem* jurisdiction in the Whatcom County Superior Court for the State of Washington.
- 24.5 Waiver.** No waiver of any right under this Ground Lease shall be effective unless contained in writing signed by a duly authorized officer or representative of the Party sought to be charged with the waiver, and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future right or of any other right arising under this Ground Lease.
- 24.6 Captions.** Section captions contained in this Ground Lease are included for convenience only and form no part of the agreement between the Parties.
- 24.7 Notices.** Any notice required or desired to be given under this Lease shall be in writing with copies directed as indicated herein and shall be personally served or given by mail. Any notice given by mail shall be deemed to have been given when seventy-two (72) hours have elapsed from the time when such notice was deposited in the United States

mails, certified and postage prepaid, addressed to the party to be served at the last address given by that party to the other party. Any change in address shall be promptly given in writing to the other party. At the date of the execution of this Lease, the address of State is:

Whatcom Community College
c/o Vice President for Administrative Services
237 W. Kellogg Road
Bellingham, WA 98226

and the address of Lessee is:

Bellingham Public Schools
c/o Executive Director, Operations
1306 Dupont Street
Bellingham, WA 98225-3118

- 24.8 Binding Effect.** This Ground Lease shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns. No permitted assignment of this Ground Lease or Ground Lessee's rights hereunder shall be effective against the College unless and until an executed counterpart of the instrument of assignment shall have been delivered to the College and the College shall have been furnished with the name and address of the assignee. The term "Ground Lessee" shall be deemed to include the assignee under any such permitted assignment. Unless required or directed by law, neither the College nor Ground Lessor shall sell, transfer, or convey the Premises, except to a city, county, state, governmental subdivision or agency, municipal corporation or public development authority, without the prior written consent of Ground Lessee, which consent shall not be unreasonably withheld, conditioned, or delayed.
- 24.9 Gender and Number.** As used in this Ground Lease, the masculine shall include the feminine and neuter, the feminine shall include the masculine and neuter, the neuter shall include the masculine and feminine, the singular shall include the plural, and the plural shall include the singular, as the context may require.
- 24.10 Nondiscrimination and Affirmative Action.** No Party shall discriminate in employment at the Premises on the basis race, color, national origin, religion, sex, disability, honorably discharged veteran or military status, sexual orientation, gender identity, gender presentation, ancestry, ethnicity, family status, immigration status, citizenship, socioeconomic status, genetic information, or age in regard to any position for which the employee is qualified.
- 24.11 Fair Construction.** The provisions of this Ground Lease shall be construed as a whole according to their common meaning not strictly for or against any Party and consistent

with the provisions contained herein in order to achieve the objectives and purposes of this Ground Lease and any Management Agreement reached between the College and Ground Lessee. Each Party hereto and its counsel has reviewed and revised this Ground Lease and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be applied in the interpretation of this Ground Lease.

- 24.12 Recording.** Ground Lessee shall record this Ground Lease with the Whatcom County Auditor's Office at its own expense within ten (10) days of execution and provide the College with a copy. Within ten (10) days following the expiration or earlier termination of this Ground Lease, Ground Lessee shall record an instrument confirming the termination of this Ground Lease with the Whatcom County Auditor's Office and provide the College with a copy.
- 24.13 Time is of the Essence.** Except as set forth in Section 7 of this Ground Lease dealing with construction of the Improvements, the Parties hereto expressly agree that time shall be of the essence in the payment and performance of each Party's obligations under this Ground Lease.

SECTION 25 | DEFINITIONS.

As used in this Ground Lease, the following capitalized terms shall have the following meanings:

- 25.1 Calendar Year.** a calendar year commencing January 1 and ending December 31.
- 25.2 Development Standards.** The College's 2017 Institutional Master Plan, Bellingham Municipal Code, and other governmental rules, regulations, and requirements applicable to development at the Whatcom Community College campus.
- 25.3 Environmental Law.** Any federal or state regulation promulgated to regulate Hazardous Substances, including, but not limited to, the Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq. ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613) ("SARA"), Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., Federal Hazardous Materials Transportation Control Act, 49 U.S.C. Section 5101 et seq., Federal Clean Air Act, 42 U.S.C. Section 7401 et seq., Federal Water Pollution Control Act, Federal Water Act of 1977, 33 U.S.C. Section 1251 et seq., Federal Insecticide, Fungicide and Rodenticide Act, Federal Pesticide Act of 1978, 7 U.S.C. Section 136 et seq., Federal Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., Federal Safe Drinking Water Act, 42 U.S.C. Section 300f et seq., Washington Water Pollution Control Act, RCW Chapter 90.48, Washington Clean Air Act, RCW Chapter 70A.15, Washington Solid Waste Management Recovery and Recycling Act, RCW Chapter 70A.205, Washington Hazardous Waste Management Act, RCW Chapter 70A.300, Washington Hazardous Waste Fees Act, RCW

Chapter 70A.218, Washington Model Toxics Control Act, RCW Chapter 70A.305, Washington Nuclear Energy and Radiation Act, RCW Chapter 70A.388, Washington Radioactive Waste Storage and Transportation Act of 1980, RCW Chapter 70A.390, Washington Underground Petroleum Storage Tanks Act, RCW Chapter 70A.325, and any regulations promulgated thereunder, all as amended from time to time.

- 25.4 Fiscal Year.** A twelve-month period commencing July 1 and ending June 30 of the following calendar year.
- 25.5 Ground Lessee.** Refers to Bellingham Public School District No. 501 and its predecessors, successors, and assigns.
- 25.6 Hazardous Substances.** Shall include, without limitation:
- (a) Those substances included within the definition of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613) ("SARA"), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) ("RCRA"), and the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., and in the regulations promulgated pursuant to said laws, all as amended.
 - (b) Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto).
 - (c) Any material, waste, or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, or (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. 1251 et seq. (33 U.S.C. § 1321), (v) listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317), (vi) flammable explosives, or (vii) radioactive materials.
 - (d) Those substances defined as "dangerous waste," "hazardous waste," or as "hazardous substances" under the Water Pollution Control Act, RCW 90.48.010 et seq., the Hazardous Waste Management Act, RCW 70A.300 et seq., the Toxic Substances Control Act, 15 USC 2601 et seq., the Model Toxics Control Act, RCW 70A.305 et seq., and in the regulations promulgated pursuant to said laws.
 - (e) Such other substances, materials, and wastes which are or become regulated as hazardous or toxic under applicable local, state, or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

- 25.7 Improvements.** The approximately 16,000 square foot Program facility and related space and property to be constructed or present on the Real Property.
- 25.8 Law.** Any constitution, statute, ordinance, regulation, rule, judicial decision, administrative order, or other requirement of any federal, state, county, municipal, or other governmental agency or authority having jurisdiction over the Parties or the Premises, or both, in effect either at the time of execution of this Ground Lease or at any time during the Term, including, without limitation, any regulation or order of a quasi-official entity or body (e.g. board of fire examiners or public utilities); and all rules, laws, and regulations arising under Title III of the Americans with Disabilities Act and the regulations issued thereunder by the United States Department of Justice.
- 25.9 Legal Requirements.** All obligations with respect to all applicable local, state, and federal laws, ordinances and regulations, and other governmental rules and orders now or hereafter in effect, whether or not presently contemplated, applicable to the Premises or its ownership, operation, use or possession, including (without limitation) all those relating to parking restrictions, building codes, zoning, life safety requirements, or other land use matters, and the Americans with Disabilities Act of 1990, as amended. state, or local laws or regulations.
- 25.10 Liens.** As defined in Section 6.1 of this Ground Lease.
- 25.11 Personal Property.** Equipment, furniture, and other movable personal property placed in or on the Premises by Ground Lessee.
- 25.12 Premises.** The Real Property and Improvements to be located thereon situated in the City of Bellingham, Whatcom County, Washington.
- 25.13 Real Property.** The land on which the Premises are located, as more particularly described in Exhibit A.
- 25.14 Rent.** Fixed Rent as defined in Section 3 of this Ground Lease.
- 25.15 Term.** The period set forth in Section 2.3.
- 25.16 College.** Whatcom Community College, an agency of the State of Washington.
- 25.17 Year.** Each succeeding year of the term, commencing with the Commencement Date and ending with the date which is one (1) day less than one (1) year later.

SECTION 26 | AUTHORITY.

Whatcom Community College and the State Board of Community and Technical Colleges are agencies of the State of Washington, established and existing pursuant to Chapter 28B.50 RCW.

IN WITNESS WHEREOF, the Parties hereto have executed this Ground Lease as of the dates set forth below.

Dr. Greg Baker, Superintendent
Bellingham Public Schools

Dr. Paul Francis, Executive Director
State Board for Community and Technical
Colleges

Dr. Kathi Hiyane-Brown, President
Whatcom Community College

Approved as to form this _____ day of _____, 2023.

Julie Nicoll, Assistant Attorney General
Washington State Office of the Attorney General

GROUND LESSOR ACKNOWLEDGEMENT

STATE OF WASHINGTON

County of Whatcom

On this _____ day of _____, 2023, before me personally appeared **PAUL FRANCIS**, to me known to be the Executive Director of the State Board for Community and Technical Colleges, executed the within and foregoing instrument and acknowledged the said instrument to the free and voluntary act and deed of said agency, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature of Notary Public
Printed Name: _____
Notary Public in and for the State of Washington
Residing at _____
My commission expires _____

COLLEGE ACKNOWLEDGEMENT

STATE OF WASHINGTON

County of Whatcom

On this _____ day of _____, 2023, before me personally appeared **Kathi Hiyane-Brown**, to me known to be the President of Whatcom Community College, executed the within and foregoing instrument and acknowledged the said instrument to the free and voluntary act and deed of said agency, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature of Notary Public

Printed Name: _____

Notary Public in and for the State of Washington

Residing at _____

My commission expires _____

GROUND LESSEE ACKNOWLEDGEMENT

STATE OF WASHINGTON

County of Whatcom

On this _____ day of _____, 2023, I certify that I know or have satisfactory evidence that **GREG BAKER**, to me known to be the Superintendent of Bellingham Public Schools, is the individual who appeared before me, and said individual acknowledged that they signed this instrument, and on oath stated that they were authorized to execute the instrument and acknowledged that this was a free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature of Notary Public

Printed Name: _____

Notary Public in and for the State of Washington

Residing at _____

My commission expires _____

Associated Students of
Whatcom Community College



Services and Activities Fee
Budget Program
2023-24

ASWCC Student Government Approval

ASWCC Executive Board

June 6, 2023

Recommendations to the WCC Board of Trustees

First Read

May 10, 2023

Second Read

June 14, 2023

Associated Students of Whatcom Community College

Vision:

ASWCC aims to achieve a dynamic campus environment in which all students are represented and have an opportunity to participate.

Mission:

To serve students by providing diverse opportunities for campus involvement, to build campus community and represent student concerns in college decision-making.

Associated Students of Whatcom Community College
Services and Activities Fee Budget
For the 2023-24 Academic Year

ASWCC S&A Budget Committee

Katelyn Upson, Chair, ASWCC Executive Vice President

Carlyn Finerty, ASWCC Executive Board Representative

Hillary Valentina, ASWCC Programming and Diversity Board Representative

Nicole Switzer, ASWCC Student-at-large

Sam Maria, ASWCC Student-at-large

Lexus Criswell, Vice President of Student Services Designee

Yusuke Okazaki, ASWCC Executive Board Advisor Designee

Heidi Farani, ASWCC Executive Board Advisor

MEMORANDUM



Associated Students of Whatcom Community College

TO: WCC Board of Trustees
CC: Dr. Kathi Hiyane-Brown, President

FROM: The Associated Students of Whatcom Community College
DATE: May 4th, 2023
RE: The ASWCC Student Government's 2023-24 S&A Budget

The S&A Budget Committee has finalized the 2023-2024 Services and Activities (S&A) Budget recommendations. We hereby forward this recommendation to the Whatcom Community College Board of Trustees.

The 2023-2024 Service and Activities (S&A) Fee Budget was developed by the Associated Students of Whatcom Community College (ASWCC) S&A Fee Budget Committee. The Committee considered each request individually, listened to requestors' presentations, and asked questions if the need arose - ultimately to make informed decisions on the best way to allocate 2023-24 S&A fees for the greatest benefit for all students that will be enrolled at Whatcom Community College next year.

The S&A Budget Committee approached each request with the following considerations:

- A. Has the organization appropriately utilized their allocated funds in the past?
- B. If their request has increased, is exigency clearly provided for additional support?
- C. The organization's presence at last year's ASWCC Senate meetings for reports.
- D. The organization's direct impact on the student body, through provided opportunities and programs.
- E. Incorporation of Diversity, Equity, and Inclusion within the organization.
- F. Does the organization receive funding from additional budgets?
- G. Are the allocations sustainable while enrollment decreases?

With the Board of Trustees approval, the 2023-24 ASWCC President and Director for Student Life and Development will proceed with the execution of the planned program, working closely with the College's Business Office to monitor budgets and appropriate funds. Due to this annual budget being a projection, actual revenues and expenses may vary from these projections during the execution of the budget during the fiscal year, requiring the transfer of funds between budget categories to maintain a balanced budget.

S&A Budget Summary

Overview of available funds

The estimate of Services and Activities (S&A) fee revenue is based on projected 2023-24 FTE (Full Time Equivalent: 12 credit hours fulfilled by one student.) This conservative estimate for the total 2023-24 S&A Budget was provided by the Director for Business and Finance and the Vice President for Administrative Services.

2023-24 Estimated S&A Budget	\$826,797
2023-24 Total S&A Budget Requests	\$1,218,918

ASWCC Reserve Funds	2022-23 Allocation	2023-24 Allocation
Orca Field Replacement Reserve	\$51,306	\$0
Fund Balance Reserve	-\$49,627	-\$87,365

To facilitate funding the requests for the 2023-24 academic year, the ASWCC is recommending that \$87,365 be pulled from the S&A Fund Balance Reserve.

ASWCC Student Government	2022-23 Allocation	2023-24 Requested	2023-24 Allocation
<u>ASWCC Executive Board</u>			
Student Stipends	\$66,913	\$83,200	\$83,200
Training	\$12,000	-	-
<u>ASWCC Senate</u>			
Senator Stipends	\$17,226	\$36,372	\$36,372
Conferences & Presentations	\$20,000	\$20,000	\$20,000
Special Projects	\$12,000	\$12,000	\$12,000
Equipment & Furnishings	\$3,000	\$3,000	\$3,000
<u>ASWCC Clubs</u>			
Quarterly Allocations	\$15,000	\$15,000	\$15,000
Orca Day	\$4,000	\$4,000	\$4,000
Club Leader Training Stipend	-	\$2,780	\$2,780
Orca Volunteer Recognition	\$1,000	-	-
Orca Food Pantry Team	\$1,000	-	-
Student Representatives for College Committees	\$8,600	-	-
ASWCC Student Unions	-	\$3,000	\$3,000
Total	\$160,739	\$179,352	\$179,352

ASWCC Student Government:

ASWCC Executive Board:

Student Stipends: The need for additional executive board members to adequately manage the administrative responsibilities was documented in last year's budget. It was seen as a priority of the ASWCC to increase the number of Executive Board administrators to manage their programs. This increase, along with an increase of minimum wage, allows the ASWCC to hire 8 total executive board members.

Training: The ASWCC Executive Board has opted to forego its own training budget and combine a portion of it with the Office of Student Life and Development training budget.

ASWCC Senate:

Senator Stipends: Stipends for senators have been increased due to a minimum wage increase and to increase the number of hours from 3 per week to 5 per week. This is done with the intent to allow senators to participate in additional Committee work and support ASWCC student programs.

Conferences & Presentations, Special Projects, and Equipment & Furnishings budget lines: These budget lines were maintained, as they serve the ASWCC Senate in allocating funding for students to request support for unique extracurricular and co-curricular travel, projects, and equipment during the 2023-24 academic year.

ASWCC Clubs:

Quarterly Allocations: This budget line was funded at a maintenance level, with the hope to charter at least 25 clubs during the 2023-24 academic year. Clubs are the heart of student interests and one of the greatest engagement opportunities for students.

Orca Day for Clubs: This budget line was funded at a maintenance level and goes towards supporting the ASWCC Club participation in Orca Day.

Club Leader Training Stipends: Club leaders are required to attend mandatory training and the ASWCC feels that the service they provide by leading ASWCC clubs to help build community engagement on campus warrants compensation of that mandatory training.

ASWCC Student-led initiatives:

Orca Volunteer Recognition: No request was submitted for Orca Volunteer Recognition.

Orca Food Pantry Team: This budget line has been added to the OSLD budget for staffing the new space, and now reflects staff wage expenses.

Student Representatives for College and Tenure Committees: This budget line is no longer needed as funding has been allocated to more hours for senators and more members of the Executive Board and the Student Engagement Team to compensate their participation in College and Tenure Committees.

ASWCC Student Unions: The ASWCC has identified three clubs that have provided consistent and ongoing support and services to underrepresented and under resourced student communities in the ASWCC. It is the intention of the ASWCC to begin to provide dedicated support and resources to enhance equity and inclusion initiatives within the Associated Students.

ASWCC Organizations	2022-23 Allocation	2023-24 Requested	2023-24 Allocation
Horizon	\$23,350	\$23,350	\$9000
Total	\$23,350	\$23,350	\$9000

ASWCC Organizations:

Horizon: The ASWCC has reduced funding to the Horizon due to the decreased S&A Fee Budget. Overall, the hope is that the funding can pay for a team of student editors who can utilize web-based publication as well as other resources of the ASWCC to provide important and relevant news to the student body, such as the mobile engagement app.

Programming & Diversity Board	2022-23 Allocation	2023-24 Requests	2023-24 Allocation
Student stipend	\$39,200	-	-
Training and Uniforms	\$10,500	-	-
Quarterly Welcome Back Event	\$5,250	-	-
Programming	\$18,000	-	-
Student Led Leadership Conferences	\$15,000	-	-
Student Leadership Celebration	\$3,000	-	-
Orca Day	\$9,000	-	-
Mascot Appearances	\$1,500	-	-
Student Graphic Designer	\$8,214	-	-
Campus Student Posting Manager	\$4,381	-	-
Music Licenses	\$2,000	-	-
Total	\$116,045	-	-

Programming and Diversity Board (PDB):

After several years of hiring difficulty as well as a review of guidelines around the Open Public Meetings Act, the ASWCC has decided to transition the ASWCC Programming and Diversity Board to a team of student life engagement members that will serve through the Office of Student Life and Development; the budget for these roles is therefore reflected in the allocation to the Office of Student Life.

Office of Student Life and Development	2022-23 Allocation	2023-24 Requested	2023-24 Allocation
Commencement	\$1,500	\$1,500	\$1,500
Mobile Up	-	\$4,250	\$4,250
Student Life/ASWCC Supplies	\$5,000	\$5,000	\$5,000
Student Life Engagement Team	-	\$111,710	\$111,710
Orca Food Pantry Staff	-	\$40,516	\$22,508
ASWCC & OSLD Front Desk Staff	-	\$40,516	\$0
Training	-	\$15,000	\$15,000
Quarterly Welcome Back Event	-	\$7,000	\$7,000
Programming	-	\$18,000	\$18,000
Student Led Leadership Conferences	-	\$15,000	\$0
Student Leadership Celebration	-	\$3,000	\$3,000
Orca Day	-	\$9,000	\$9,000
Mascot Appearances	-	\$5,000	\$0
Student Graphic Designer	-	\$18,182	\$14,200
Campus Student Posting Manager	-	\$4,208	\$0
Music Licenses	-	\$1,846	\$1,846
Total	\$6,500	\$299,728	\$213,014

Office of Student Life and Development (OSLD)

Commencement: This budget line was funded at a maintenance level. This budget line provides food and supplies for Commencement activities.

Mobile Up: The Committee has opted to fund a mobile app to provide a powerful interface for students with campus programming.

Student Life/ASWCC Supplies: This budget line was funded at a maintenance level and represents the Student Life and ASWCC supplies budget, which includes marketing, supplies, and other expenses.

Student Life Engagement Team: This replaces the Programming and Diversity Board and represents a larger, more flexible team of student employees, empowered to provide programming and engagement opportunities across campus.

Training: This is a combined training budget that will be used to fund training for a variety of student leader groups, including the ASWCC Senate, Executive Board, and the Student Life Engagement Team.

Quarterly Welcome Back Event: The slight increase in the allocation goes towards expanding the positive impact of the Welcome Back events.

Programming: This budget line was maintained and supports engagement opportunities for the student body.

Student Led Leadership Conferences: This budget line was not funded. It will be unlikely that the quarterly student led leadership conferences will be able to continue, but it is the hope of the ASWCC that they will eventually return.

Student Leadership Celebration: This budget line was funded at a maintenance level and provides an annual opportunity for the ASWCC to recognize and celebrate the efforts of student leaders across campus during spring quarter.

Orca Day: This budget line was maintained and goes toward funding the ASWCC's biggest event of the year, Orca Day.

Mascot Appearances: This budget line was not funded due to the decreased S&A Fee Budget.

Student Graphic Designer: This budget line was partially funded to fund two graphic design students to work 15 hours per week, 10 weeks per quarter.

Campus Posting Manager: This budget line was not funded. It will be a responsibility of the Student Life Engagement Team to manage the marketing and posting of their media.

Music Licenses: This budget line funds music licenses for Global Music Rights and The American Society of Composers, Authors & Publishers. Two other music licenses, Broadcast Music, Inc. and the Society of European Stage Authors and Composers, are funded through Athletics/SRC.

Student Services	2022-23 Allocation	2023-24 Requested	2023-24 Allocation
Associate Director for the OSLD	\$88,981	\$89,627	\$89,627
Coordinator for the OSLD (60%)	\$39,611	\$40,766	\$40,766
Director for Athletics and Campus Recreation (40%)	\$43,629	\$45,103	\$45,103
Total	\$172,221	\$175,496	\$175,496

Student Services

Associate Director for the OSLD: This position within the OSLD supports all ASWCC events, as well as provides an advisory role to multiple student leadership bodies and Committees. The ASWCC funds this position at 100%.

Coordinator for the OSLD: A necessary position within the OSLD to support all ASWCC related activities, particularly support for clubs, and the front office of the OSLD. The ASWCC provides funding to support 60% of this position.

Director for Athletics and Campus Recreation: This position provides leadership for Athletics and Campus Recreation programs. The ASWCC provides funding to support 40% of this position.

ASWCC Position on Funding Professional Staffing:

Many students this year questioned why the ASWCC was contributing so much of its budget to professional staffing. This was discussed both in Committee and in comments received from students via email correspondence. Even without the downward slope of the budget, the ASWCC will continue to feel increased burden of these positions due to mandatory cost-of-living increases. It is the recommendation of S&A Budget Committee to maintain funding of these positions due to the value their work provides to student life on campus. However, it is the belief of the ASWCC that these positions should be funded operationally by the college in the future.

Orca Athletics	2022-23 Allocation	2023-24 Requests	2023-24 Allocation
Men's Basketball	\$23,000	\$28,000	\$23,000
Women's Basketball	\$23,000	\$28,000	\$23,000
Volleyball	\$23,000	\$28,000	\$23,000
Men's Soccer	\$23,000	\$30,000	\$23,000
Women's Soccer	\$23,000	\$30,000	\$23,000
Men's Cross Country	\$8,500	-	-
Women's Cross Country	\$8,500	-	-
Uniforms	\$9,000	\$9,000	\$9,000
Athletics Contingency Travel	\$10,000	\$15,000	\$15,000
Athletics Trainer	\$13,000	\$13,000	\$13,000
Officiating Fees	\$25,000	\$25,000	\$25,000
Total	\$189,000	\$206,000	\$177,000

Orca Athletics

Athletic Team Support: The existing team budget lines were funded at a maintenance level. The ASWCC values what athletics contributes to campus and the athletes that make up the Orca Athletics teams. With the downward slope of the budget, it will likely become necessary to begin to reduce funding in athletics, even though the financial needs of the program are increasing.

Women & Men's Cross Country: The request for funding of these teams was withdrawn by athletics, as they have been suspended due to inability to hire a coach.

Uniforms: This budget line was funded at a maintenance level for the Athletic Department to replace uniforms on a rotating schedule.

Athletics Trainer: This budget line was funded at a maintenance level, and it is required by the Northwest Athletic Conference (NWAC). The athletics trainer position is crucial to the safety and operation of athletic events on WCC's campus.

Officiating Fees: This was funded at a maintenance level, and it also required by NWAC; all home games and matches must have officiators present for the match to take place.

Campus Services	2022-23 Allocation	2023-24 Requested	2023-24 Allocation
Intercultural Center	\$53,250	\$121,000	\$75,800
Learning Center	\$80,000	\$80,000	\$64,000
Academic and Career Services	\$1,000	-	-
Pod Leaders	\$25,000	\$30,000	\$10,000
Performing Arts	\$11,476	\$12,466	\$6,500
Residence Life	\$3,200	\$4,000	\$4,000
AIR Office Student Advisory Group	\$1,964	\$1,964	\$0
Whatcom Wave	-	\$5,500	\$0
Total	\$175,890	\$254,930	\$160,300

Campus Services:

Intercultural Center (IC): To maintain the current level of staffing of Intercultural Center Peer Navigators their funding must be increased. The ASWCC hopes to continue to support Inclusion, Diversity, Equity and Accessibility in partnership with the Intercultural Center. This budget line also includes \$4,000 for programming efforts in the Center.

Learning Center: Due to the decreasing S&A budget, the funding this budget line has been decreased. While there are many factors contributing to the decision to begin tapering off S&A funding to the Learning Center, there is also an understanding of the negative impact a large change can make on the program. During a first read with the WCC Board of Trustees, the recommendation was to fund this line at \$10,000. In follow up discussions, the S&A Budget Committee has revised this recommendation to fund the Learning Center at \$64,000 this year, to match Whatcom Community College’s contribution to peer tutoring. The purpose of Services and Activities fees is to provide co-curricular and extra-curricular programming and activities for students. Tutoring provides incredible curricular value to students, and though it is permissible to provide some S&A funding for tutoring, it is not permissible for Services and Activities fees to sustain critical operations for tutoring.

The WCC President’s Office has committed to working to find additional sources of funding for tutoring in the future and, knowing that it will take time and considerable effort to do so, the ASWCC suggest matching the funding of \$64,000 this year, and recommends reducing funding each year, and in 2026-27 the ASWCC should evaluate what would be a reasonable and sustainable contribution to peer tutoring.

Academic and Career Services: No funds were requested for 2023-24.

Pod Leaders: This budget line was reduced due to the decreased S&A Fee Budget. The Pod Leaders program has access to institutional funding and that, alongside the ASWCC contribution, will support the work the Pod Leaders do.

Performing Arts: The funding for this budget line was reduced due to the decreased S&A Fee Budget. The new Performing Arts spaces in Heiner Hall are a way to expand Arts-centered student engagement and student life experience on WCC campus,

Residence Life: The funding for this budget line was increased. The intent is to provide programming in Cedar Hall, with the expectation that the programming be open to all students of Whatcom Community College.

AIR Office Student Advisory Group: This request was not funded due to poor alignment with the purpose of Services and Activities Fees, and the decreased S&A Fee Budget.

New Student Orientation: This request was not funded due to the decreased S&A Fee Budget. The ASWCC recommends that the Office of Student Success and Retention partner with the Office of Student Life and Development for S&A support for orientation programs.



M E M O R A N D U M
Office of the President

TO: WCC Board of Trustees

FROM: Kathi Hiyane-Brown, College President

DATE: Wednesday, June 14, 2023

RE: **Fiscal Year 2023-24 College Operating Budget**

The 2023-2024 (FY24) Whatcom Community College operating budget was developed in accordance with the priorities developed in the College's strategic plan. The Budget Review Committee is to be acknowledged for its work in fulfilling its charge to communicate key budget information to their colleagues and overseeing the process.

The College continues to face significant budget and enrollment challenges. The proposed \$35.8 million operating budget includes the following set of primary assumptions:

- Whatcom's allocation for state full-time equivalent (FTE) students is based on the target level provided by the State Board for Community Technical Colleges, which includes serving 2,400 regular state-funded FTE and 110 "growth and variable" FTE (i.e., aerospace and Worker Retraining).
- The major contract areas of Running Start and International Programs are forecasted to serve 700 and 220 FTE respectively. These contract programs provide direct financial support to the operating budget.
- The 2023-2024 legislative biennial conference budget yields a 3% tuition rate increase.
- Enrollment trends continue to decline. This trend is of primary concern. Since 2019, overall enrollment has declined 28%.
- Cost of living adjustments were fully funded by the Legislature for the first time ever. Additional funding appropriated this biennial session is heavily designated for specific program and service areas. Of note, the appropriations act for our system has fifty-four provisos, as compared to twelve in 2015-17.
- Major reductions have occurred via freezing positions or deferring hiring, reducing goods and services, and trimming the academic schedule to better reflect current registration and enrollment patterns. Continued reductions in wages and related benefits will be identified.
- Maintenance level and inflationary impacts were particularly sizeable in the areas of compensation and utility costs.

Balancing these factors and more, the College has prepared a balanced budget for 2023-2024, with some use of institutional reserves, coupled with ongoing work to identify additional salary and benefit cost savings. Reliance on reserves is not a sustainable fiscal practice, however, provides additional time to identify longer term budget solutions. Budget managers have done tremendous work to identify cost savings in next year's budget, yet there is more to do. Almost 90% of the operating budget supports employees' wages and related benefits. To balance next year's budget, additional cost savings will be realized in these areas totaling \$750,000. This will be accomplished by strategically freezing some vacant

positions, deferring more hiring until later in the fiscal year, restructuring some areas of the College to gain efficiencies, and investigating costs and potential savings associated with items like faculty reassign time, overtime, low enrolled courses, and cyclical employment contracts.

In approving the budget, the Board of Trustees authorizes:

- the College President to proceed with the execution of the planned program;
- the College President to transfer funds within the General Fund, or from local and other funds, to eliminate any cash deficit as required by RCW 43.88.260, to provide working capital, and to support approved projects and activities;
- the tuition and fee schedule as established by law, by the State Board for Community and Technical Colleges, as implemented by the College President, and as published in the College’s catalog and public website;
- the College President to accept allocation amendments from the State Board for Community and Technical Colleges, to accept such grants and contracts as may be acquired during the budget period, and to report on such changes, as needed, to the Board of Trustees;
- the addition of staff and faculty positions necessary to uphold the College’s mission and to carry out college programs, as well the College’s annual work plan and strategic plan; and
- the College President to determine the fee schedule for contract courses and programs.

Faculty and staff have had opportunity to provide input as part of the web-based budget development process, department meetings, campus forums, and through providing feedback to the Budget Review Committee. Further, a thorough review by the President, Cabinet members and area budget managers has been conducted.

The FY24 operating budget is recommended to the Board of Trustees as a responsible use of State and local resources.

I would like to recognize the work of many staff and faculty over the past year, specifically given the ongoing challenges of the fiscal environment and enrollment trends.

Thank you for your support.

KHB

2023-2024 Operating Budget Overview

President’s Cabinet, in conjunction with the Budget Review Committee, has prepared and reviewed a proposed operating budget for fiscal year 2023-24 (FY24). The proposed FY24 operating budget was developed with campus-wide opportunity for involvement, following processes and guidelines developed by the Budget Review Committee.

This budget addresses legislative mandates and State Board for Community and Technical College (SBCTC) appropriations, which allocates funding for higher education, including cost of living adjustments for employees, and healthcare rate changes.

The College continues to face significant budget and enrollment challenges. The proposed \$35.8 million operating budget includes the following set of primary assumptions: increased state allocation, decreased enrollment (tuition), increased costs of providing instruction and services, ongoing need to identify additional compensation savings, and a reduced reliance on institutional reserves.

The FY24 operating budget is balanced at \$35,836,171. Figure 1 demonstrates the College’s anticipated funding sources to support FY24. Figure 2 identifies how those funding sources would be distributed across the College’s four cost centers. The FY24 operating budget represents a 1.8% increase over the FY23 budget.

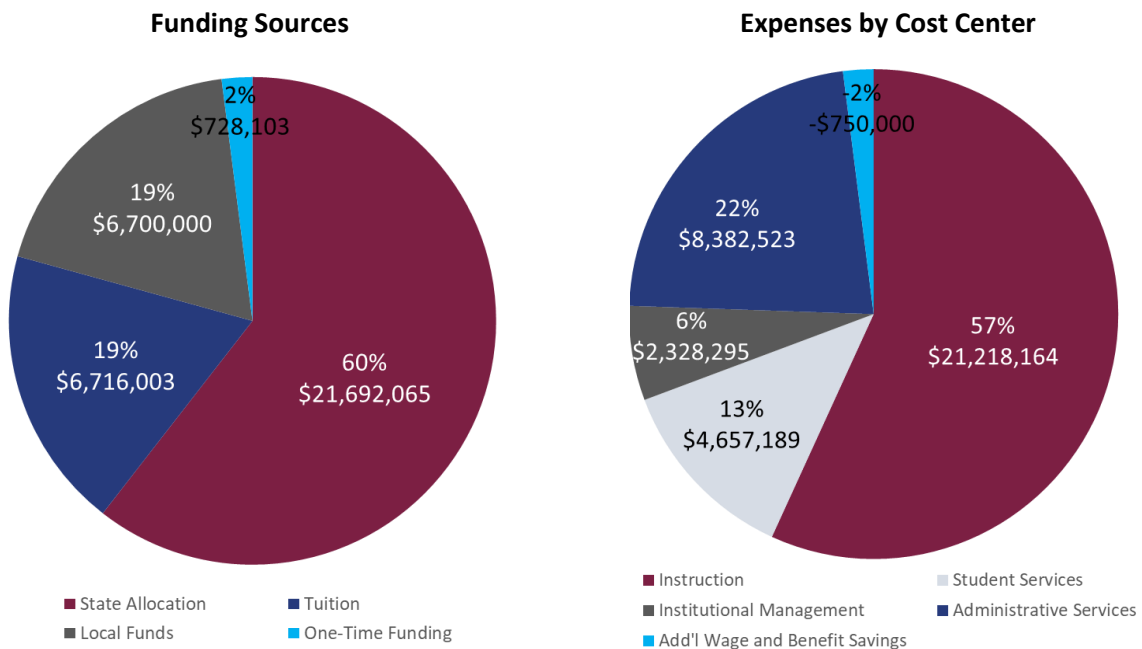


Figure 1

Figure 2

More specifically, the FY24 operating budget encompasses:

State Allocation and Investments

Legislature concluded in mid-April 2023 with a compromise (conference) budget, which included full funding for cost of living adjustments. This is first time full funding has been received to cover this

compensation-related mandate. New investments for the community and technical college system were minimal, but included some funding to support DEI initiatives. New designated appropriations were provided to colleges with specific programs. Of note is that the 2023-25 appropriations act for our system includes fifty-four provisos, as compared to twelve in 2015-17. This trend demonstrates that more funding carries a heavier administrative workload and more restricted options for investment and spending at the colleges in the CTC system.

The projected FY24 allocation from State Board for Community and Technical Colleges increases WCC's state funding by about 11% over last year at this time. This totals \$21,692,065 and now comprises 60% of the funding sources needed to support the operating budget.

The Student Achievement Initiative (SAI) funding is included in the allocation model based on data from 2021-22. The community and technical college (CTC) system set aside more than \$57 million (5% of system operating appropriations per SBCTC policy) for student performance funding, of which WCC earned \$1,435,615 — a 4% increase over the previous year.

Provisos and earmarks are distributed by SBCTC through the allocation model, including support for Worker Retraining, Students with Disabilities, Students of Color, Maintenance & Operations (M&O), and compensation-related items that are mandated (i.e. COLA and benefit rate changes).

Compensation Items

Cost of living adjustments (COLAs) for faculty will be enacted at 8.9%. COLAs for exempt and classified staff are 4%, with classified staff also receiving a \$1,000 one-time payout in July 2023. The total amount needed to fund COLAs (including the variable cost of benefits) is \$1.7 million.

Net changes to classified staff compensation, including reclassifications, annual step increases, and attrition totals \$145,000. Additional faculty compensation as negotiated in 2020-21 totals \$335,000. These amounts do not include the associated variable cost of benefits. Faculty Education Workshops total another sixty-plus thousand dollars in base salary improvements, including benefit costs.

Maintenance adjustments to exempt staff wages total about \$213,000 – reflecting recruitments and hiring decisions that occurred during the 2022-23 year (i.e., replacement of retired staff at higher market wages, etc.).

The above figures only reflect those employees who are funded through the operating budget – not those funded via contract, grant, or other self-support areas of the College.

Healthcare Rate Changes

The employer portion of state employee health insurance will escalate slightly from the current rate of \$1,130 per employee per month to \$1,145 in FY24. Employee benefit expenses for those funded by the operating budget total more than \$7.9 million. College employee benefits are disbursed throughout the four cost centers to reflect benefits for those employees serving in their respective areas.

Tuition (Operating Fee)

A forecast of \$6,716,003 is assumed based on review of actual operating fee collections in fiscal year 2023 and flat enrollment in FY24. Then, the 3% legislated tuition rate increase was applied and another 1% for the reduced State Board skim historically collected for the system's Innovation Fund.

New Budget Requests

Fiscal year 2023-24 budget submissions initially totaled more than \$1 million – largely connected to requests for additional staffing and restoration of goods and services from prior funding reductions. Most new requests were not funded.

Local Funding Sources, Reserves, and One-time Funding

Contract revenue from Running Start and International Programs provides direct support to the operating budget, totaling \$6.3 million. Running Start enrollment is projected to be flat, but with a 2% reimbursement rate increase, which results in a slight increase in funding forecasted for FY24. International Programs enrollment is down, but still serving at pre-COVID levels of students. Reliance on International Program contract revenue is \$50K less than FY23. Another \$400,000 in local funding sources is leveraged from fee revenues and indirect grant income.

Use of institutional reserves totaling \$728,105 is needed to support the FY24 operating budget. Reliance on reserves is not a sustainable fiscal practice—given one-time funding sources will not solve ongoing budget constraints and downward enrollment trends. Leveraging some reserves provides additional time to identify longer term budget solutions. Ultimately, the College needs a positive change in enrollment or continued rightsizing of the institution to align with actual numbers of students served.

Other Notable Budget-Related Items

Additional revenue sources may be realized or allocated later during FY24, which are not currently reflected in the operating budget (i.e. pending grant applications). Expenditures shifted to these funding sources (if appropriate) will relieve some reliance on institutional reserves.

Federal HEERF grant funding for institutional support will expire on June 30, 2023. This funding has aided the College' operating budget in recent years. The institution will fully spend down this grant by the expiration deadline.

**WHATCOM COMMUNITY COLLEGE
OPERATING BUDGET
REVENUES BY SOURCE**

REVENUE SOURCES	F/Y 2022-2023	F/Y 2023-2024
State Allocation	\$ 19,552,994	\$ 21,692,065
District Enrollment Allocation Base (DEAB)	7,661,978	8,411,720
Minimum Operating Allowance (MOA)	2,850,000	2,850,000
Student Achievement Initiative	1,377,640	1,435,615
High Demand (Weighted) FTEs	983,287	781,589
Earmarks and Provisos	6,680,089	8,213,141
State Allocated Funds	\$ 19,552,994	\$ 21,692,065
Operating Fee	\$ 6,758,400	\$ 6,716,003
Locally-provided Funds		
Running Start Support	5,000,000	5,100,000
International Programs	1,250,000	1,200,000
eLearning	-	-
Other Fees and Enterprises	400,000	400,000
Institutional Reserves	1,350,846	728,103
Locally-provided Funds	\$ 8,000,846	\$ 7,428,103
Institutional Federal Relief Funding (Indirect Income for FY23)	901,755	\$ -
TOTAL BUDGETED REVENUES	\$ 35,213,995	\$ 35,836,171

State Funded Student FTE's	2,509	2,510
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**WHATCOM COMMUNITY COLLEGE
OPERATING BUDGET
EXPENSES BY BUDGET AREAS WITHIN COST CENTERS**

COST CENTERS	BUDGET AREAS	F/Y 2022-2023	F/Y 2023-2024
INSTRUCTION	Academic Foundations Department	989,418	987,594
	Arts, Humanities, and Languages Department	1,121,939	1,207,174
	Business, Education, and Law Department	1,208,396	1,282,643
	English Composition and Literature Department	1,643,976	1,684,789
	Health and Wellness Department	2,334,243	2,528,957
	Mathematics Department	1,253,039	1,341,587
	Sciences and Engineering Department	2,136,947	2,262,859
	Social Sciences Department	1,855,828	1,957,830
	Technology Department	826,222	927,475
	Instructional Administration *	5,948,722	5,893,433
	Stipends / Special Projects	134,900	119,121
	Library Operations	716,231	668,364
	Instructional Equipment	10,000	10,000
	Tutoring and Testing Services / Simpson Intercultural Center	517,179	346,338
		<u>\$ 20,697,040</u>	<u>\$ 21,218,164</u>
	Students Services Administration *	\$ 1,291,626	\$ 1,335,965
	Entry and Enrollment Services	599,424	551,043
	Advising and Student Support Services	1,490,371	1,816,337
STUDENT SERVICES	Financial Aid	647,576	656,271
	Student Life and Development, Athletics and Recreation	308,434	297,573
		<u>\$ 4,337,431</u>	<u>\$ 4,657,189</u>
	Institutional Administration / President's Office *	\$ 1,173,911	\$ 1,117,482
	Institutional Advancement	749,713	719,634
	Institutional Research	391,220	407,766
INSTITUTIONAL MA	Staff and Faculty Development	80,150	63,413
	Facilities / Equipment / Program Development	20,000	20,000
		<u>\$ 2,414,994</u>	<u>\$ 2,328,295</u>
	Administrative Services Administration *	\$ 1,551,682	\$ 1,625,227
	Human Resources	518,239	602,672
	Business Office	417,119	414,507
ADMINISTRATIVE S	Copy, Print and Mail Services	445,952	414,577
	Information Technology	1,203,642	1,437,185
	Facilities and Operations	3,466,796	3,717,255
	Other Administrative Expenses	161,100	171,100
		<u>\$ 7,764,530</u>	<u>\$ 8,382,523</u>
	ADDITIONAL WAGE AND BENEFITED RELATED SAVINGS	N/A	\$ (750,000)
	TOTAL BUDGETED EXPENSES	<u><u>\$ 35,213,995</u></u>	<u><u>\$ 35,836,171</u></u>

* Includes benefit costs for all employees within the cost center that are paid through the operating budget

Reports to the Board of Trustees June 14, 2023 Meeting

➤ ASWCC – Katelyn Upson, Vice President

- **ASWCC Executive Board** (*1.3 Promote student access through quality services and resources*)
 - The Services and Activities Fee Budget Committee meetings are ongoing; preparing for 2nd read to the Board of Trustees with a request to approve the proposed 2023-24.
- **ASWCC Social Justice Committee** (*1.3 Promote student access through quality services and resources*)
 - Students Leading Change conference was on Saturday May 20th, 2023, from 10am to 2pm. Dr. Barry Robinson was the welcome speaker. Keynote speaker Samara Almonte spoke about environmental justice. There were 5 student-led workshops during the conference. There was a total of 23 attendees
- **ASWCC Health and Wellness Committee** (*1.3 Promote student access through quality services and resources*)
 - The committee has wrapped up meetings and has created a legacy document detailing their work.
- **ASWCC Programming and Diversity Board** (*1.3 Promote student access through quality services and resources*)
 - 5/3/2023 ASWCC Trail Mix Wingle: 45 attendees.
 - 5/10/2023 ASWCC Top Your Brownie Wingle: 53 attendees.
 - 5/17/23 ASWCC Student Leadership Celebration: 64 attendees
 - Students: 53 Faculty/Staff: 11
 - 5/24/23 ASWCC Pie Palooza Wingle: 51 attendees
 - 5/31/23 ASWCC Slider Social Wingle: 49 attendees
 - The Programming and Diversity Board is currently planning Orca Day.
- **ASWCC Clubs** (*1.3 Promote student access through quality services and resources*)
 - Club trainings continued into spring quarter; 4 new club officers were trained and 1 club advisor.
 - There are currently 13 active clubs and 3 clubs in the process of Chartering.
 - Clubs are preparing for hosting activities at Orca Day 2023.

➤ Administrative Services—Nate Langstraat, Vice President

- **Bookstore** (*4.1 Offer programs, services, and facilities that support college needs and market demands, 3.1 Ensure all students have access to campus resources that support educational success*)

- The Bookstore recently added two different styles of WCC Alumni shirts to its sportswear mix. The shirts are available in navy and burgundy with two different art designs.
- The Bookstore is supporting commencement activities through the sale of student cap, gown, and tassel packages. Student regalia will be available for student purchase at the Bookstore up to the start of the commencement ceremony.
- During summer quarter, the College will offer four Inclusive Access (IA) course material class sections. IA classes provide students first day access to their required course materials at a discount from normal direct publisher to student pricing.
- **Campus Safety & Security** (5.3 *Promote a safe environment for teaching, learning, and working*)
 - In May, Campus Safety and Security conducted two department-specific active threat trainings. This covered escalating behaviors and responding to active shooter and active threats.
 - Staff conducted a Building Responder “refresher” training with a tabletop exercise. The exercise focused on application of the new Standard Response Protocols through an escalating scenario. Nineteen employees participated.
- **Conference & Event Services (CES)** (4.1 *Offer programs, services, and facilities that support college needs and market demands*)
 - Agreements have been confirmed for The Bellingham Roller Betties, Bellingham United FC (soccer), Bellingham Warriors Lacrosse, and WFC Rangers (soccer).
 - Conference & Event Services will support the following internal events: Kulshan Middle School campus tours, Music Department Spring Concert (and rehearsals), Honors & Awards Ceremony (and rehearsal), Spring Nursing Pinning Ceremony, 2023 Commencement (and rehearsals).
- **ctcLink** (4.1 **Offer programs, services, and facilities that support college needs and market**)
 - With all community and technical colleges successfully migrated to ctcLink, the Legacy HP-UX environment is scheduled to retire on August 31, 2023. Two web-based applications LegacyLink and Legacy Transcript are scheduled to launch June 30, 2023. The Legacy system will remain online for 2 months after June 30th while training and Q&A sessions are held.
- **Finance** (4.1 *Offer programs, services, and facilities that support college needs and market demands*)
 - The State Auditor’s office is concluding an accountability audit that reviewed the fiscal years 2019, 2020, 2021 and 2022. The process included auditing records to ensure public funds are accounted for and internal controls are in place to protect public resources from misappropriation and misuse. The College anticipates some recommendations due to the conversion to ctcLink and lack of staffing. The final report will be produced no later than June 30, 2023.
- **Information Technology** (4.1 *Offer programs, services, and facilities that support college needs and market demands*)
 - Staff are preparing to provide audio and web streaming for the 2023 commencement ceremony.

- IT staff participated in ransomware and cyberattack tabletop exercises. Cybersecurity & Infrastructure Security Agency (CISA) facilitated a session that included representation from all 34 Washington community and technical colleges. Another session was facilitated by the Secret Service. Both exercises were beneficial for WCC's cyber security posture.

➔ **Student Services—James Siegel, Vice President**

- **Career & Academic Advising:** *(3.1 Ensure all students have access to campus resources that support educational success; 3.4 Revise policies, practices, services, and curricula from an equity-based lens)*
 - To support advising capacity and staffing during drop-in advising hours, all general advisors participated in cross-training which will be on-going for the next several months. Advisors are being trained on degrees/majors outside of their designated caseload to more effectively and efficiently serve students. The results thus far have been encouraging, with reduced wait times for students during drop-in advising this enrollment cycle.
- **Athletics & Recreation:** *(1.3 Promote student access through quality services and resources, 2.5 Cultivate community awareness and support for the college, Goal 3.5 Improve recruitment and retention of diverse students, faculty, staff, and administrators)*
 - Men's Soccer Spring Season:
 - Finished spring season. Last game was Saturday, April 29th vs. Bellingham United. WCC 2-1 win!
 - Finished spring season 3-2. Only two losses were to University of Washington and Seattle Pacific University.
 - WCC Summer Youth Basketball Camp officially set for June 19-22 at the WCC Pavilion. Collaboration with McLendon Athletics. Registration is now open. About 60 participants signed up as of 5/30.
 - Orca Pickleball Tournament occurred May 19th-May 21st at WCC Pickleball Courts. Approximately \$30,000 raised for the department. Funds will go to student athlete scholarships, team gear, team travel, capital improvements, and building a reserve. Successful partnership with Bellingham Pickleball Club. Nearly 200 participants with over 500 people on site over the weekend.
 - Men's Soccer finished ranked 9th in the nation for junior colleges.
 - The Athletics Department held its annual Awards Ceremony on May 24th to celebrate the academic and athletic achievements of student athletes at WCC.
- **TRIO Student Support Services (SSS) and Upward Bound:** *(1.1 Improve student success in retention, completion, transfer, and employment; Goal 1.3 Promote student access through quality services and resources)*

- Per the grant requirements, we have served 140 students in 22-23, of whom greater than 2/3 are low income and first-generation students or students with a documented disability
- Accepted four new students who have been involved in the foster care system or experienced unaccompanied homelessness into the Passport to College Program. These students will receive comprehensive academic and financial assistance to support retention.
- **K-12 Partnerships:** *(2.3 Strengthen partnerships with K-12 and higher education institutions. 3.1 Ensure all students have access to campus resources that support educational success. 3.3 Increase services focused on supporting marginalized student populations to close the equity gap in student outcomes. 4.2 Increase college enrollment and secure resources for the continued viability of the College)*
 - Supported all Whatcom County high schools in the rollout of the first upcoming Summer Running Start 2023
 - In collaboration with WCC Outreach, attended Bellingham Public School Youth Employment and Local College Fair.
 - Embedded advising is being done for the first time in Squalicum and Bellingham High Schools for summer/fall quarters. The goal is to more effectively promote the program and increase enrollment.
- **Entry & Enrollment Services:** *(1.3 Promote student access through quality services and resources; 3.4 Revise policies, practices, services, and curricula from an equity-based lens)*
 - As of 5/27/2023, 280 students have RSVP'd for participation in the Commencement Ceremony.
 - The Outreach team is working closely with all local area high schools and have been actively visiting schools to engage with students and to assist students to apply for admissions. The goal of this focused approach is to increase new student enrollment numbers for Fall Quarter.
 - The Entry and Enrollment team will be working with other departments on campus to plan and execute our first Express Enrollment Events for the community this summer. The goal of these efforts will be to increase Fall Quarter enrollment by supporting students in completing Admissions applications, Financial Aid applications, meeting placement requirements, and meeting with an advisor and get enrolled in classes.
 - The Entry & Enrollment and Outreach teams worked with Advising, Success and Retention and K12 Partnerships to coordinate Senior Day, and events when over 100 local area high school students visited campus, learned about how to apply for admissions and how to get registered for classes.
- **Financial Aid:** *(1.3 Promote student access through quality services and resources; 2.5; Cultivate community awareness and support for the college; Goal 3.5 Improve recruitment and retention of diverse students, faculty, staff, and administrators)*
 - Futures Northwest, a non-profit on a mission to level the socio-economic playing field by supporting students from under-served communities to

achieve their career and college dreams, and Whatcom CC Financial Aid staff participated in Senior Day on May 17th.

- **Intercultural Center:** (3.3 Increase services focused on supporting marginalized student populations to close the equity gap in student outcomes, 4.3 Provide ongoing opportunities for faculty and staff professional growth)
 - May was Asian Pacific Islander Desi American (APIDA) Heritage month. The Simpson Intercultural Center partnered with ASWCC Student Life and Development and Community Sponsors to present outstanding programming.
 - On May 4, the Simpson Intercultural Center hosted a Talkin' Stories on Fetishization of Asian Culture in Media. The Talkin' Stories event explored the different depictions of Asian stereotypes and the negative impacts of Orientalism on APIDA communities.
 - On May 11, the Simpson Intercultural Center hosted an APIDA speaker event featuring Kiik Araki-Kawaguchi, published author and Assistant Professor of English at Western Washington University. Kiik shared his diverse range of experiences as a writer and a student. This was followed by a workshop on how to write one's counter-narrative.
 - On May 18, the Simpson Intercultural Center hosted an APIDA speaker event featuring Dr. Janis Velasquez Farmer, Director of Equity, Diversity, and Inclusion for the Bellingham Public Schools. Her talk was entitled "From Critical Hope: Finding our way in a Hostile System." This conversation explored a new conceptual framework, Model Minority Microaggression Battle Fatigue, to intentionally complicate contemporary belief systems about racial equity and inclusion initiatives in higher education.
 - On May 24, the Simpson Intercultural Center partnered with the Community Consortium for Cultural Recognitions to host a community APIDA event entitled: "The Stories That Shape Us" featuring guest speaker Shu-Ling Zhao. Zhao is a biracial Chinese American mother, daughter, wife, auntie, performer, educator, policy advocate and community organizer. She shared her personal stories and experiences and her ability to connect and form relationships for change from cultural lessons, family and identity, along with a drive to impact activate others.
 - On May 25, the Simpson Intercultural Center hosted a Talkin' Stories on Unpacking the Model Minority Myth. This Talkin' Stories event explored the Model Minority Myth, and how it harms not only APIDA communities but also other Black, Indigenous, and People of Color (BIPOC) folks in less obvious and subtle ways. Intercultural Center Peer Navigators facilitated the discussion.
 - May was also **Mental Health Awareness month**. The Simpson Intercultural Center along with ASWCC Student Life and Development have partnered for a "Fun in the Sun" field day on the ORCA field. This celebration will have a host of games and food that students and the campus community can enjoy.

- On May 5th the Intercultural Center Peer Navigators participated in the second part of a two-part training series on supporting Queer and Trans students.
- **Access & Disability Services:** *(1.3 Promote student access through quality services and resources; 3.1 Ensure all students have access to campus resources that support educational success; 3.3 Increase services focused on supporting marginalized student populations to close the equity gap in student outcomes)*
 - Access & Disability Services (ADS) visited Bellingham High School’s special education classroom to present informational workshop “Transitioning from High School to College for Students with Disabilities”. Ten students and five staff attended.
 - ADS is involved in a Bellingham Accessibility Collective group that has been meeting quarterly. Members are from disability services, eLearning and Technology from WWU, UW, BTC and NWIC. We are considering meeting monthly in order to improve the collaboration and learning between our institutions.
- **Office of Student Life and Development:** *(1.3 Promote student access through quality services and resources, 1.4 Provide students with mentors, internships, and career preparation, 2.1 Increase collaboration and communication to serve collective needs across the College, 2.2 Create teaching and learning communities, 3.1 Ensure students have access to campus resources that support educational success, 4.1 Offer programs, services, and facilities that support college needs and market demands)*
 - Orca Food Pantry:
 - Spring Quarter hours are 12:30pm - 2:30pm, Monday through Friday.
 - In the month of April, there were a total of 425 student that utilized the food pantry. An increase of 120 students from March.
 - The Orca Food Pantry received donations from Miracle Food Network and campus donations in the month of March. The ongoing partnership with Miracle Food Network has resulted in weekly Monday donations. Miracle Food Network donated 329.4 lbs of food, and campus donations accounted for 70 lbs.
 - The Office of Student Life hosted the 2022-23 Student Leadership Celebration on May 17th to recognize the hard work of WCC student leaders. Student leaders from across campus were invited to attend and speak on behalf of their team. There was a total of 64 attendees.

➔ **Instruction— Barry Robinson, Vice President**

- **Assessment and Institutional Research (AIR)** *(4.6 Apply assessment and evaluation data to inform decisions.)*
 - The outcomes assessment committee updated WCC’s core learning abilities (the skills the College expects its students to develop during their time at WCC). The

CLAs are communication, quantitative reasoning, information literacy, social justice, and thinking critically. They also created a more meaningful assessment process. You will see new core learning ability posters in all classrooms by fall.

- The AIR office coordinated several DEI initiatives (from Senate Bill 5227): a DEI survey for all students and employees and 3 listening sessions with students. We will receive the survey results this summer.
- **Workforce** (1.1 Improve student success in retention, completion, transfer, and employment; 4.1 Offer programs, services, and facilities that support college needs and market demands; 4.2 Increase college enrollment and secure resources for the continued viability of the College.)
 - On Thursday the 11th of May, WCC hosted an internship and job fair in which 36 employers and 93 employer contacts offered employment and internship opportunities to over 220 of our alumni and students. Bellingham Fire Department, Bellingham Police Department, City of Bellingham, Nooksack Salmon Enhancement Association, Semiahmoo Resort, Skagit Legal Aid, US Attorney's Office and WECU were several of the employers that were present.
 - 15 middle school and three high school students participated in the Digital Download workshop on Saturday, April 29. Students chose two of three labs: cybersecurity, engineering, and/or software development. Each lab was led by WCC faculty and students. Though targeted toward introducing girls to technology pathways and careers, the workshop was open to all middle and high school students. Of the 18 participants, 15 were girls and three were boys. The workshop was fully funded by Perkins Non-traditional Employment & Training and Aerospace High Demand 1000 FTES grants and offered at no charge to participants
- **International Programs** (3.5 Improve recruitment and retention of diverse students, faculty, staff, and administrators; 4.1 Offer programs, services, and facilities that support college needs and market demands; 4.2 Increase college enrollment and secure resources for the continued viability of the College.)
 - Admission letters are arriving for international students who will be transferring for the following year. International students have been admitted to Arizona State University, Oregon State University, UCLA, UC–San Diego, UC–Irvine, UC–Davis, UC–Riverside, UC–Santa Barbara, University of Arizona, University of Minnesota, University of Washington (Foster School), University of Illinois, University of Michigan, Western Washington University, University of British Columbia, University of Toronto, and the University of Victoria.
 - Kelly Kester, Director for International Programs, recently returned from a recruitment trip to Hong Kong, Mainland China, Vietnam, and Indonesia. Recruiting partners in those areas cited pervasive gun violence, and the high cost of living in the US as challenges to recruiting students to the US. In addition to recruitment presentations in those countries, meetings were arranged to propose integrating Whatcom's online classes into high schools in Vietnam and Indonesia. Casey Eggers, International Admissions Manager for Western Washington University, joined the Vietnam and Indonesia leg of the recruitment trip to highlight guaranteed transfer admission and transfer scholarships for Whatcom's international students.
 - An open house to celebrate international student graduates was held on June 6th

- **Nursing** (1.1 Improve student success in retention, completion, transfer, and employment; 1.3 Promote student access through quality services and resources; 4.1 Offer programs, services, and facilities that support college needs and market demands.)
 - Received letter for Continuing Accreditation from the Accreditation Commission for Education in Nursing (ACEN) with next site visit Fall 2030. Two areas of strength were noted:
 - Criterion 5.2: The program and college provide extensive physical resources for student use, including the HPC Building and Learning Commons. The Commons includes studying space and computers as well as writing, math, and library services.
 - Criterion 6.2: The program achieving a licensure examination pass rate of 90%+ consecutively for the last three years is a significant achievement while maintaining program completion rates of 83–97%
- **Grant Activities** (1.1 Improve student success in retention, completion, transfer, and employment; 1.4 Provide students with mentors, internships, and career preparation; 2.2 Create teaching and learning communities; 2.3 Strengthen partnerships with K-12 and higher education institutions; 3.1 Ensure all students have access to campus resources that support educational success; 2.6 Engage with business and industry to strengthen regional economic development; 4.1 Offer programs, services, and facilities that support college needs and market demands; 4.3 Provide ongoing opportunities for faculty and staff professional growth.)

ACCCE (Microsoft Accelerating Community College Cybersecurity Excellence)

CCNC (Centers of Academic Excellence Candidates National Center)

CCOE (Cybersecurity Center of Excellence of Washington State)

NCyTE (National Cybersecurity Training & Education Center)

- The CCNC collaborated with the Peer Reviewing Program to host an in-person Peer Review Workshop at Nova Southeastern University on May 3rd and 4th. There were 42 participants from colleges and universities across the nation. Participants attended workshops and critiqued applications from institutions applying for the Centers of Academic Excellence designation.
- The ACCCE program hosted the “Faculty Development Academy: 21st Century Learning Design & Microsoft Classroom Tools” workshop on May 5th & 6th. The workshop was attended by 17 community college faculty, two university faculty, and one high school faculty from across the nation who want to enhance their teaching practices and innovation in the classroom and earn an industry credential.
- The NCyTE center hosted the “Cybersecurity Across Disciplines: Automotive Security and Car Hacking” at the Colorado Convention Center on May 8th. The one-day workshop was attended by 28 and was a mix of community college faculty, National Science Foundation ATE (Advanced Technological Education) Center directors, and industry professionals. It covered how modern vehicles connect to devices through Vehicle to Everything (V2X) technologies making them increasingly vulnerable to cyber-attacks.

- CCOE, NCyTE, and CCNC hosted a virtual “Cybersecurity Program Development Workshop” for community colleges in Washington State on May 9th. College administrators and faculty learned how to develop their program using the NICE (National Initiative for Cybersecurity Education) and NCAE-C (National Centers of Academic Excellence in Cybersecurity) standards. The two-hour-long workshop was attended by 26 faculty and administrators, representing 13 Washington state community colleges and a tribal college.
- The CCNC hosted a virtual helpdesk for institutions currently applying for the Centers of Academic Excellence or Program of Study on May 18th. The Q&A session was attended by 24 faculty and administrators from colleges and universities across the nation.
- NCyTE’s virtual monthly member meeting “Cybersecurity Apprenticeship Panel” was on May 18th. Panelists represented the Cybersecurity and Computer Information Systems at Coastline College, the Department of Labor Apprenticeship Office, and the Apprenticeship for Tech department for CompTIA. Discussion and questions centered on successful apprenticeship models and resources for colleges and employers. The meeting was attended by 52 educators, administrators, and employers from across the nation, including five from Washington state.
- NCyTE and ACCCE hosted a two-day virtual “Faculty Fellowship Program” orientation/workshop on May 19th and 20th. The workshop focused on classroom methods and pedagogy and was attended by fifteen students in the final year of their degree program or who have recently graduated with a bachelor’s or master’s degree and are interested in teaching cybersecurity at a community college.
- NCyTE hosted a faculty development academy “CISA: Certified Information Systems Auditor” for community college faculty on May 22nd. The workshop focused on how faculty could acquire the CISA certification. The workshop was attended by faculty from 12 community colleges and four universities who were interested in expanding their cybersecurity knowledge and earning an industry certification.
- The CCNC hosted the virtual “CAE-R Designation and Peer Review Workshop” on May 30th. The workshop covered new and updated requirements for the CAE-R (Centers of Academic Excellence-Research) designation and training for peer reviewers. The workshop was attended by administrators and faculty from universities across the nation.

➔ **Marketing and Communications – Rafeeka Kloke, Executive Director for the Office of the President**

Communications, Marketing and Publications Programs & Campaigns: (3.5 Improve recruitment and retention of diverse students, faculty, staff, and administrators; 4.1 Offer programs, services, and facilities that support college needs and market demands; 4.2 Increase college enrollment and secure resources for the continued viability of the College.)

Campaigns/Events/Projects/Publications completed or in development - for a variety of events and programs (includes social media, online marketing, print, streaming ads, tv spots, print):

- New Running Start New Summer Opportunity: Campaign
- Commencement: Event and Campaign
- Honors & Awards: Campaign & Speech
- Community Resources Brochure (English & Spanish)

- WCC Academic Calendars 2024-25, 2025-26
- Strategic Enrollment Management: talking points handout
- WCC Music Program Concert (Lunch & Evening Performance): Campaign
- WCC Dance Concert: Campaign
- Nursing Assistant Certification Program: Mini Campaign
- Orca Pickleball Spring Classic: May 19-21, 2023: Campaign & Signage
- Athletics Celebration: May 24, 2023: Campaign & Event Speech
- Summer Learning Contract: Campaign
- Job & Internship Fair
- June Pride Month
- Orca Day Volunteer
- Workshops: Degree Planning Workshop & Study Strategies and Worktables Workshop
- Program Info Sessions Campaigns

Student Appeal Campaigns:

- Summer Tuition Due by May 30
- May is Mental Health Awareness Month
- General Advising/Drop-in Hours
- New Student Orientations
- Exciting Opportunity: National Science Foundation funds WCC student's accelerated start to engineering degree.
- Call for Art Entries
- Nursing Assistant Certification Application
- Spring Dance Concert

Campus signage:

Orca Central check-in
International Advising center department

Video or Photo shoots:

- Campus promotional video Marketing & Outreach June 8
- Honors & Awards June 7
- Athletics Celebration May 24
- Senior Day: May 17
- Pickleball Tournament: May 19
- Instruction program promotion: BAS social work, Physical Therapy Assistant, Software Development: May 15-19

Press Releases/Media Relations – Summary/Highlights of Media Coverage (4.1 Offer programs, services, and facilities that support college needs and market demands; 4.2 Increase college enrollment and secure resources for the continued viability of the College.) (2.5 *Cultivate community awareness and support for the College*; 2.6 *Engage with business and industry to strengthen regional economic development*)

- [WCC Offers New Running Start Summer Opportunity – News article on website and press release 5/25/2023:](#)
- [Free Job Fair on Thursday, May 11 Job Fair at Whatcom Community College featuring more than 30 local employers 5/11/2023](#)

➤ **Foundation**

- **Foundation** (2.5 Cultivate community awareness and support for the College; 3.3 Increase services focused on supporting marginalized student populations to close the equity gap in student outcomes)
- **Fundraising**
 - **Fiscal year-to-date:** \$364,506.75 donations received
 - Calendar year-to-date: 298 active donors, 119 new donors, and 30 reactivated donors.
 - WCC Foundation staff worked with the Athletic Director to secure \$19,500 in sponsorships from 17 donors. This exceeded the fundraising goal by 95%.
 - Haggens presented the WCC Foundation with a \$2,500 gift as part of their Fundraising for the Community Campaign. WCC Foundation Board members Tim Douglas, Chair, and Cheryl Thornton, Vice Chair received the check from store management at the Sehome Haggens.
- **Student and Alumni Engagement**
 - The WCC Foundation Orca Alumni Fund provided 8 graduating students with the funds to cover their cap n' gown costs.
 - WCC Foundation staff attended a Nursing Program graduating cohort class to present each student with a commemorative gift and share with them the benefits of becoming part of the WCC Orca Alumni Association community.
- **Events**
 - Athletics Pickleball Spring Classic
 - On Friday afternoon May 19th a celebration of the private-public partnership to create the Whatcom Community College Pickleball Courts launched the three-day tournament. Tim Douglas, Chair of the WCC Foundation spoke during the event recognizing the value of the facility for our community as well as the partnership and generosity of so many donors to turn a vision into reality. 175 donors raised over \$115,000 to fund this project.
- **Senior Day**
 - The WCC Foundation partnered with the Running Start Office of Whatcom Community College to participate in the High School Senior Day event on May 13th. Tim Douglas, Chair of the WCC Foundation shared scholarship information with the High School students and awarded one student, a senior from Sehome High School, a \$500 scholarship from the WCC Foundation Orca Alumni Association.
- **Staff**
 - On June 1, Laurel Messenger joined the staff as the Scholarship Program Specialist of the WCC Foundation. Laurel most recently, served as the Recruiting Coordinator Manager and held multiple positions with growing levels of responsibility at Amazon. Prior to working at Amazon, she served as the Western Washington University Athletics Marketing and Events Intern, and while a WWU student worked in the Western Foundation as a student phonathon caller. Laurel will guide the WCC Foundation Scholarship Program.

Laurel's thoughts underscore why she is an ideal fit for this role. "I'm overjoyed to work on a team with a mission to enhance educational opportunities by providing student scholarships, supporting faculty development, and assisting with key college initiatives."