



**WESTERN WASHINGTON UNIVERSITY
BOARD OF TRUSTEES
AGENDA**

Thursday, June 13, 2024

Location: Western Washington University, Bellingham, WA, Board Room, Old Main 340

Audiocast: <https://wp.wwu.edu/live/>

Time: 3:00 p.m.

1. CALL TO ORDER

2:30 – 2:31

2. EXECUTIVE SESSION AS AUTHORIZED BY RCW 42.30.110(1)(i)(i)

2:31 - 3:00

3. PEACE CORPS: RECOGNITION OF STUDENTS AND STAFF

3:00 – 3:40

Presentation: Ryan Larsen, Executive Director, Institute for Global Engagement
Jerry Smith, Peace Corps Recruiter
Trent Kibler, WWU Student and Peace Corps Volunteer going to Senegal
Chole Manske, WWU Student and Peace Corps Volunteer going to Panama
Daniela Mahecha, WWU Alumni and Peace Corps Volunteer who served in
Costa Rica

4. WWU WOMEN'S ROWING TEAM: RECOGNITION OF NCAA DIVISION II NATIONAL CHAMPIONS

3:40 - 4:00

Presentation: Jim Sterk, Athletics Director

ADJOURN FOR DAY TO ATTEND RECEPTION WITH PRESIDENTIAL SCHOLARS

4:00-5:30

Friday, June 14, 2024

Location: Western Washington University, Bellingham, WA, Board Room, Old Main 340

Audiocast: <https://wp.wvu.edu/live/>

Time: 8:00 a.m.

5. CALL TO ORDER

7:30 - 7:31

6. EXEMPT SESSION AS AUTHORIZED BY RCW 42.30.140(4)(a)

7:31 – 7:50

BREAK

7:50 – 8:00

7. APPROVAL OF MINUTES

8:00 - 8:05

- a. Board of Trustees Regular Meeting, April 11, 2024
- b. Board of Trustees Special Meeting, May 17, 2024

8. PUBLIC COMMENT

8:05 – 8:15

9. ACTION ITEM: RATIFICATION OF WESTERN ACADEMIC WORKERS UNITED (WAWU) EDUCATIONAL STUDENT EMPLOYEES CONTRACT

8:15 – 8:30

Presentation: Joyce Lopes, Vice President for Business and Financial Affairs
Liz Parkes, Associate Vice President for Human Resources

10. BOARD CHAIR REPORT

8:30 - 8:45

- a. **RESOLUTION 2024-01, RECOGNIZING THE SERVICE OF TRUSTEE MAX STONE**

11. UNIVERSITY PRESIDENT REPORT

8:45 – 8:55

12. FACULTY SENATE REPORT

8:55 – 9:05

Presentation: Brandon Dupont, President, Faculty Senate

13. ASSOCIATED STUDENTS REPORT

9:05 – 9:15

Presentation: Keara Ryan, President, Associated Students

14. BOARD FINANCE, AUDIT, AND ENTERPRISE RISK MANAGEMENT COMMITTEE REPORT

9:15 – 9:25

Presentation: Trustee Sue Sharpe, Chair, Finance, Audit, and Enterprise Risk Management Committee

15. BOARD ACADEMIC AFFAIRS AND STUDENT SUCCESS COMMITTEE REPORT

9:25 – 9:35

Presentation: Trustee Mo West, Academic Affairs and Student Success Committee, Chair

DISCUSSION ITEMS

16. CAMPUS CLIMATE

9:35 -10:00

Presentation: Melynda Huskey, Vice President for Enrollment and Student Services
Jacqueline Hughes, Chief Diversity Officer & Executive Director for the Office of Equity

BREAK

10:00 - 10:15

17. OVERVIEW OF OPERATING AND INTERCOLLEGIATE ATHLETICS BUDGET FOR FY 2024-2025

10:15 – 10:45

Presentation: Joyce Lopes, Vice President for Business and Financial Affairs
Faye Gallant, Assistant Vice President for Strategy, Management and Budget
James Sterk, Director of Athletics

18. OVERVIEW OF CAPITAL BUDGET REQUEST FOR BIENNIUM 2025-2027 AND 2025-2035 TEN YEAR CAPITAL PLAN

10:45-11:00

Presentation: Joyce Lopes, Vice President for Business and Financial Affairs
Traci Rogstad, Associate Vice President for Facilities Development & Operations
Steve Hollenhorst, former Associate Vice President for Facilities Development and Operations
Rick Benner, University Architect/Sr Director, Capital Planning and Development, Facilities Development and Operations
Brian Ross, Director of Capital Budget and Public Works Procurement, Facilities Development and Operations

ACTION ITEMS

19. APPROVAL OF FY 2024-2025 OPERATING BUDGET

11:00 – 11:05

Presentation: Joyce Lopes, Vice President for Business and Financial Affairs
Faye Gallant, Assistant Vice President for Strategy, Management and Budget

20. APPROVAL OF FY 2024-2025 INTERCOLLEGIATE ATHLETICS BUDGET

11:05 - 11:10

Presentation: Faye Gallant, Assistant Vice President for Strategy, Management and Budget
James Sterk, Director of Athletics

21. APPROVAL OF 2025-2027 CAPITAL BUDGET REQUEST AND 2025-2035 TEN YEAR CAPITAL PLAN

11:10 – 11:15

Presentation: Joyce Lopes, Vice President for Business and Financial Affairs
Traci Rogstad, Associate Vice President for Facilities Development & Operations
Steve Hollenhorst, former Associate Vice President for Facilities Development and Operations
Rick Benner, University Architect/Sr Director, Capital Planning and Development, Facilities Development and Operations
Brian Ross, Director of Capital Budget and Public Works Procurement, Facilities Development and Operations

22. APPROVAL OF S&A FEE ALLOCATION

11:15-11:20

Presentation: Melynda Huskey, Vice President for Enrollment and Student Services
Michael Sledge, Executive Director of Student Life

23. RESOLUTION 2024-02: APPROVAL OF GROUND LEASE WITH OLYMPIC COLLEGE

11:20 – 11:25

Presentation: Becca Kenna-Schenk, Chief of Staff, President's Office

24. APPROVAL OF REAL PROPERTY SALE

11:25 – 11:35

Presentation: Joyce Lopes, Vice President for Business and Financial Affairs
Andrea Rodger, Assistant Vice President for Finance and Business Services

25. APPROVAL OF 2024-2025 SELF-SUSTAINING ACADEMIC YEAR AND SUMMER SESSION TUITION

11:35 - 11:40

Presentation: Brad Johnson, Provost and Executive Vice President
Robert Squires, Vice Provost for Outreach and Continuing Education

26. APPROVAL OF SPRING QUARTER DEGREES

11:40 – 11:45

Presentation: Brad Johnson, Provost and Executive Vice President

INFORMATION ITEMS

27. WRITTEN REPORTS

11:45-11:50

- a. Enrollment Management Summary
- b. University Advancement Report
- c. Capital Program Report
- d. University Relations and Marketing Report
- e. Annual Grant Report
- f. Fellowship and Scholarship Report
- g. Report on Declared Majors
- h. Accessibility, Diversity, Equity and Inclusion Report
- i. Emeritus Status Report
- j. Minority and Women-Owned Business Enterprises (MWBE) Report

28. TRUSTEE REMARKS

11:50 - 12:00

29. DATES FOR NEXT REGULAR MEETING: August 15-16, 2024 in Bellingham, WA

30. ADJOURNMENT

1. CALL TO ORDER

2. EXECUTIVE SESSION AS AUTHORIZED BY RCW 42.30.110(1)(i)

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees
FROM: Sabah Randhawa, President
DATE: June 13, 2024
SUBJECT: **Peace Corps: Recognition of Students and Staff**
PURPOSE: Presentation and Recognition

Purpose of Submittal:

For Information.

Background:

In April 2024, the Peace Corps published its [list of universities with the highest all-time number of Peace Corps Volunteers](#) since the agency was established in 1961. Western Washington University was named as the number one producer of Peace Corps volunteers among Medium-sized Colleges and Universities. To date, Western has sent 932 Peace Corps volunteers to have global impact.

In the 2024 graduating class, four students have been accepted to the Peace Corps. Below are their names and where they will volunteer.

- Laurel Finlay, Thailand
- Trent Kibler, Senegal
- Demi Kotsogeanis, Kosovo
- Chole Mansk, Panama

Two of those students, Trent Kibler and Chloe Mansk will join the Board to present alongside Ryan Larsen, Executive Director of the Institute for Global Engagement, and Jerry Smith, Peace Corps Recruiter. Joining remotely is WWU Alumni and Peace Corps Volunteer, Daniela Mahecha, who served in Costa Rica.

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**


TO: Members of the Board of Trustees
FROM: Sabah Randhawa, President
DATE: June 13, 2024
SUBJECT: Recognition of WWU Women’s Rowing Coaches and Student Athletes
PURPOSE: Discussion Item

Purpose of Submittal:




For Information.

Background:




WWU Women’s Rowing recently won the NCAA Division II National Championship. Coaches and Student Athletes will attend the Board of Trustees meeting to share their success and be recognized.

Photos of the last day of the National Championship can be found here:  [06.01.24 ROW NCAA](#)

Below is a team roster including Student Athletes and Coaches.

<i>2024 Rowing Roster</i>						
<i>IMAGE</i>	<i>FULL NAME</i>	<i>POS.</i>	<i>HT.</i>	<i>ACADEMIC YEAR</i>	<i>HOMETOWN / HIGH SCHOOL</i>	<i>ACADEMIC MAJOR</i>
	<u>Sadie Bailey</u>	Rower	5-7	Sr.	Port Orchard, WA / South Kitsap	English/Psychology
	<u>Kate Baring</u>	Rower	5-8	Jr.	Fairbanks, AK / West Valley	
	<u>Jenna Buckholt</u>	Rower	5-10	So.	Lacey, WA / Timberline	Early Education



2024 Rowing Roster

<i>IMAGE</i>	<i>FULL NAME</i>	<i>POS.</i>	<i>HT.</i>	<i>ACADEMIC YEAR</i>	<i>HOMETOWN / HIGH SCHOOL</i>	<i>ACADEMIC MAJOR</i>
	<u>Ellie Calvez</u>	Rower	5-6	Fr.	Bainbridge Island, WA / Bainbridge	
	<u>Reed Chesnek</u>	Rower	5-9	Jr.	Portland, OR / Jesuit	Environmental Policy
	<u>Emma Clark</u>	Rower	5-9	Jr.	Lake Stevens, WA / Lake Stevens	Geology
	<u>Lex Clark</u>	Rower	5-4	So.	Everett, WA / Jackson	Urban Planning and Sustainable Development
	<u>Addison Cook</u>	Rower	5-1	So.	Spokane, WA / Ferris	Marketing
	<u>Janisa Cook</u>	Coxswain	5-4	So.	Bothell, WA / Bothell	Marketing
	<u>Kristina De Koster</u>	Rower	5-8	Sr.	Bellingham, WA / Squalicum	Elementary Education
	<u>Paige Donner</u>	Rower	5-9	Jr.	Monroe, WA / Monroe	Kinesiology
	<u>Anna Drasher</u>	Rower	5-7	So.	Puyallup, WA / Rogers	
	<u>Sarah Ernst</u>	Rower	5-5	Jr.	Seattle, WA / Cleveland	Biochemistry
	<u>Lindsey Froelich</u>	Rower	5-9	Sr.	Ventura, CA / El Camino	Public Health & Behavioral Neuroscience



2024 Rowing Roster

<i>IMAGE</i>	<i>FULL NAME</i>	<i>POS.</i>	<i>HT.</i>	<i>ACADEMIC YEAR</i>	<i>HOMETOWN / HIGH SCHOOL</i>	<i>ACADEMIC MAJOR</i>
	<u>Emma Hopkins</u>	Coxswain	5-2	So.	Helena, MT / Capital	Undecided
	<u>Anne Iliff</u>	Rower	5-5	So.	Lynnwood, WA / Meadowdale	Environmental Science
	<u>Madeline Kidd</u>	Rower	5-11	Jr.	Modesto, CA / Modesto	Sociology
	<u>Mia Marie Knipe</u>	Rower	5-7	So.	Boise, ID / Boise	Undecided
	<u>Kylie Lovrich</u>	Coxswain	5-1	So.	Blaine, WA / Blaine	Undecided
	<u>Kaylie McRea</u>	Rower	5-11	Sr.	Shoreline, WA / Shorewood	Law, Diversity, Justice
	<u>Malea Moy</u>	Coxswain	5-2	So.	Lacey, WA / River Ridge	Elementary Education
	<u>Linnea Olix</u>	Rower	5-1	Jr.	Woodinville, WA / Woodinville	Computer Science
	<u>Sarah Plemons</u>	Rower	5-8	Fr.	Richland, WA / Hanford	
	<u>Faith Rowles</u>	Rower	5-9	So.	Bothell, WA / North Creek	
	<u>Octavia Smith</u>	Rower	5-8	Fr.	Sammamish, WA / Eastlake	



2024 Rowing Roster

<i>IMAGE</i>	<i>FULL NAME</i>	<i>POS.</i>	<i>HT.</i>	<i>ACADEMIC YEAR</i>	<i>HOMETOWN / HIGH SCHOOL</i>	<i>ACADEMIC MAJOR</i>
	<u>Madison Stirling</u>	Rower	5-6	Fr.	Wenatchee, WA / Wenatchee	
	<u>Taylor Wall</u>	Rower	5-9	So.	Grand Junction, CO / Fruita Monument	Undecided

Rowing Coaching Staff

<i>Rowing - Coaching Staff</i>		
<i>IMAGE</i>	<i>NAME</i>	<i>TITLE</i>
	<u>John Fuchs</u>	Head Coach
	<u>Courtney Moeller</u>	Assistant Coach

Rowing Support Staff

<i>Rowing - Support Staff</i>		
<i>IMAGE</i>	<i>NAME</i>	<i>TITLE</i>
	<u>Damien Fisher</u>	Head Strength & Conditioning Coach
	<u>Masa Migita</u>	Athletic Trainer

3. CALL TO ORDER

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees

FROM: Sabah Randhawa, President

DATE: June 14, 2024

SUBJECT: Exempt Session

PURPOSE: Information Item

Purpose of Submittal:

President Randhawa will lead the Trustees in an exempt session as authorized by RCW 42.30.140(4)(a).

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees
FROM: President Sabah Randhawa
DATE: June 14, 2024
SUBJECT: **Approval of the Minutes**
PURPOSE: Action Items

Purpose of Submittal:

Approval of the Board of Trustees Meeting Minutes.

Proposed Motion:

MOVED, that the Board of Trustees of Western Washington University, upon the recommendation of the president, approve the following minutes:

- a. Board of Trustees Regular Meeting, April 11, 2024
- b. Board of Trustees Special Meeting, May 17, 2024



**WESTERN WASHINGTON UNIVERSITY
BOARD OF TRUSTEES
MINUTES**

Thursday, April 11, 2024

Location: Western Washington University, Bellingham, WA, Board Room, Old Main 340

Audiocast: <https://wp.wvu.edu/live/>

Time: 10:00 a.m.

1. CALL TO ORDER

Chair Faith Pettis called the regular meeting of the Board of Trustees of Western Washington University to order at 10:00 a.m. on Thursday, April 11, 2024 in the Board of Trustees Conference room, Old Main 340, at Western Washington University in Bellingham, Washington.

Board of Trustees

Faith Pettis, Chair
Chris Witherspoon, Vice Chair
Chase Franklin, Trustee
Max Stone, Trustee
Sue Sharpe, Trustee
Mo West, Trustee
Ash Awad, Trustee (joined at 12:00pm on Zoom)

Western Washington University

Sabah Randhawa, President
Brad Johnson, Provost and Executive Vice President
Joyce Lopes, Vice President for Business and Financial Affairs
Melynda Huskey, Vice President for Enrollment and Student Services
Donna Gibbs, Vice President for University Relations and Marketing
Kim O'Neill, Vice President for Advancement (on Zoom)
Jacqueline Hughes, Chief Diversity and Executive Director of the Office of Equity
Becca Kenna-Schenk, President's Office Chief of Staff
Kerena Higgins, AAG
Brandon Dupont, Faculty Senate President
Keara Ryan, Associated Students President
Annie Byers, Administrative Assistant to the President's Office and Internal Audit
Rebecca Hansen-Zeller, Executive and Liaison to the Board of Trustees

2. APPROVAL OF MINUTES

- a. Board of Trustees Regular Meeting, February 8-9, 2024
- b. Board of Trustees Work Session, February 26-27, 2024
- c. Board of Trustees Special Meeting, March 12, 2024

Three sets of minutes were presented for approval. No changes were made.

Motion 04-01-2024: Trustee Sue Sharpe MOVED, that the Board of Trustees of Western Washington University, upon the recommendation of the president, approve the minutes from the following meetings, the February 8-9 Regular Meeting; the February 26-27 Work Session; and the March 12 Special Meeting.

Trustee Mo West seconded the motion. The motion passed 7-0.

3. PUBLIC COMMENT

As per Amended RCW 28B.35.110, the Board of Trustees provided time for public comment. There was no public comment.

4. BOARD CHAIR REPORT

Chair Pettis began her report with a summary of the February 26-27 Board Retreat. The board explored the current higher education landscape nationally and in WA State and discussed strategies for positioning Western to be a nucleation point in our region. The Board engaged in an evaluation of the current strategic plan and determined the goals are still relevant. At today's meeting the Board will consider extending the current plan and continuing the course of pursuing excellence and providing access.

Chair Pettis asked people who attended the Association of Governing Boards Conference on Trusteeship to share their thoughts on what they learned. Some things shared by other trustees were that Western is in a great position in regard to geographic location and political atmosphere, especially regarding ADEI.

That currently there is a 'Meet the Moment' feel nationwide and Boards, presidents, students and institutions are facing difficult challenges. That digital transformation important and IT is a critical strategic element. With the national enrollment cliff approaching are we asking ourselves the important questions of Where are we going? Who is taking us there? Where are we along the way? Boards can foster a greater sense of belonging at their institutions. Accreditation is an important process for continual improvement, the value of higher education versus rising tuition costs, and that leadership turnover is a cause for instability at many institutions.

5. UNIVERSITY PRESIDENT REPORT

President Randhawa reported that in follow-up to the student sit-in at the February 2024 Board meeting, there have been recent meetings with student groups, and more are scheduled. He hopes that those productive conversations can continue.

He also reported on a recent listening session that he hosted with Melynda Huskey. The main issues raised by students at that session were food insecurity, off-campus housing costs and property management concerns.

He continued by thanking Chair Pettis and Trustees Mo West and Sue Sharpe for participating in the accreditation process this week.

President Randhawa noted that the Office of Veteran Affairs was recently audited and had a clean audit. He thanked staff for their hard work with the audit team. He also thanked Chuck Lanham and Shelli Soto for staying on top of FAFSA. He congratulated Joyce Lopes and her team on maintaining and improving our Moody's credit rating. He also acknowledged Senators Murray and Cantwell for their advocacy for gap funding for Kaiser-Borsari Hall.

President Randhawa finished his report by introducing Assistant Attorney General, Kerena Higgins, who in turn introduced her team: Jennifer Marion, Julie Nichol, and Lisa LaGuardia. Each AAG is assigned to handling matters in each Vice President's area and collaborate as needed.

6. ASSOCIATED STUDENTS REPORT

Presentation: Keara Ryan, President, Associated Students

Associated Students President Keara Ryan began her report by thanking President Randhawa for acknowledging the protest at the last Board of Trustees meeting, and also for including student voices in the accreditation process. Gabe Wong is the AS Senate President was also in attendance. Gabe and Keara have worked together on updating the Associated Students governing documents. President Ryan gave a summary of the main changes to the Constitution and Bylaws that will impact the AS structure. Trustees thanked the students for their work on this and requested to see the completed document once it is approved by the student government and President Randhawa.

Keara Ryan also reported on Spring elections for next year's AS leadership. Candidates are filing now. This year's leadership has two goals: to have all positions contested and to increase voter turnout.

To conclude, Keara reported that the Student Trustee candidate review process is underway.

7. BOARD FINANCE, AUDIT, AND ENTERPRISE RISK MANAGEMENT COMMITTEE REPORT

Presentation: Trustee Sue Sharpe, Chair, Finance, Audit, and Enterprise Risk Management Committee

Committee Chair Sue Sharpe reported that their Strategic Discussion in February focused on metrics for the University's financial stability and ways to evaluate financial health. Trustee Sharpe reflected on the National Association of College and University Business Officers (NACUBO) metrics that the committee assessed and areas where Western is categorized on the scale as stable or struggling.

At the March Business Meeting, the committee continued the conversation about the financial statement and financial health. One observation by Trustee Franklin was that we should distinguish between dynamic and static metrics to help narrow our focus. Trustee Franklin also observed that

some of our metrics may need to be adjusted to be both aspirational and attainable. He encouraged a culture of relentless assessment.

At the March meeting, the committee also met with the new external audit team from CliftonLarsonAllen LLP (CLA) and meet with the Interim Executive Director of Internal Audit who shared that a new Senior Auditor was recently hired.

8. BOARD ACADEMIC AFFAIRS AND STUDENT SUCCESS COMMITTEE REPORT

Presentation: Trustee Mo West, Academic Affairs and Student Success Committee Chair

Committee Chair Mo West reported on the AASSC March meeting. Janelle Leger, Dean of the College of Science and Engineering, joined the committee and shared her vision for the college and ways to address challenges the college faces. The committee was impressed with her leadership and commitment to College in the High Schools.

The committee also reviewed the Statement of Academic Freedom for Students and helped shape the final document. Jacqueline Hughes reported on the ADEI plan and the future structure for our collective work.

9. FACULTY SENATE REPORT

Presentation: Brandon Dupont, President, Faculty Senate

Faculty Senate President Brandon Dupont reported on a recent forum on Academic Freedom and Free Expression. One of the main points of the conversation was to distinguish between academic freedom and free speech. He also reported on progress with the Faculty Handbook revisions. The Senate will consider approval of the edited Constitution at their next meeting. The preface has already been approved by the Faculty Senate and the by-laws are still under review by the ad-hoc committee. Work on the statement of academic freedom and the ethics portion will continue, likely in the fall. Faculty Senate recently received a budget update from university administration, as well as a report from the standing committee on Outreach and Continuing Education.

Micheal Sledge, President-elect of the Faculty Senate, attended the Board meeting and will assume the role of President at the end of Spring Quarter.

DISCUSSION ITEMS

10. IT MODERNIZATION

Presentation: Brad Johnson, Provost and Executive Vice President
Chuck Lanham, Vice Provost for Information Technology and Chief Information Officer

Provost Brad Johnson outlined the large scope and scale of the transition process and the big-picture impact on the operations of the institution. WWU's current ERP is Ellucian Banner, and our

contract expires this year. The question we are facing is how long to extend that contract and what the future will look like. The recommended plan is to extend the current maintenance contract for five years while we procure and implement a cloud-based technology in phases. The readiness assessment, phased implementation, stabilization and optimization will take 5-7 years.

Chuck Lanham shared that we have been on the current system since 1991 and 74 modifications have been made to the base and 91 integrations have been made to connect with other systems. We now have a very complex web of systems. The goal is transformation with many steps along the way. There are two models for system transformation: Best Practices or Customization. He recommends a Best Practices approach.

Members of the Tambellini Group provided considerations for migration to cloud-based technology and is exploring the financial impacts and risks. Chuck Lanham continued by providing information on the broader landscape and what peer institutions are doing.

11. COMMUNITY ENGAGEMENT PLAN

Presentation: Donna Gibbs, Vice President for University Relations & Marketing

Donna Gibbs introduced the presentation as one of the many ways WWU works to deepen its understanding of and engagement with place. Vice President Gibbs outlined key constituencies and ways we currently engage externally. She shared statistics on our economic impact and information on Boards and Associations where WWU leaders are currently serving. She noted a successful collaboration with the Downtown Bellingham Partnership. She also shared that the multilingual advising service at the Small Business Development Center is a great community resource. Donna Gibbs also spoke about collaboration with K-12 and ctc partners. Goals for the coming year include development of a database of research and applied learning projects, the reinstatement of the Business Engagement Committee and launch of a community impact website. She is also working with leadership to use their board service and organization memberships to create deeper connections and amplify WWU's economic and social impact. One idea that is under discussion is planning a Whatcom County Business Summit, hosted by WWU annually or twice-yearly on various themes.

Vice President Kim O'Neill spoke about Whatcom County alumni and donor engagement.

Trustee Mo West encouraged the group to think about nonprofit engagement and collaborations for health and social service outreach. Trustee Sue Sharpe reinforced aspects of Western's community brand and noted that the Small Business Development Center is a meaningful local service. She inquired about the relationship with the new Mayor. President Randhawa shared that there has been a positive transition and continued cooperation with the city on the Longhouse project. Vice Chair Chris Witherspoon shared that he supported the idea of WWU hosting a business summit and noted that we have faculty, students and expertise to leverage and that we should be exposing businesses to the talent that is at WWU.

ACTION ITEMS

12. AMENDMENT TO BOARD OF TRUSTEES MEETING SCHEDULE FOR 2024, 2025, AND 2026

Presentation: Rebecca Hansen-Zeller, Secretary to the Board of Trustees

Rebecca Hansen-Zeller shared a proposed change to the Regular Meeting schedule that would move the October meeting one week later. This will give university administration more time to finalize the fall numbers and prepare the tuition recommendation for the following year.

Motion 4-02-2024: Trustee Max Stone MOVED, that the Board of Trustees of Western Washington University amend the regular meeting schedule for 2024, 2025 and 2026 to move the October meeting to the third week of that month.

Trustee Mo West seconded the motion. The motion passed 7-0.

13. EXTENSION OF STRATEGIC PLAN THROUGH 2028

Presentation: Sabah Randhawa, President
Faith Pettis, Board Chair

Chair Pettis explained that the Board met for a work session in February that resulted in an evaluation of the goals of the current strategic plan and determined that those goals are still relevant. Trustee West commented on the excellent summary that clearly captured the direction that Trustees had discussed. President Randhawa echoed that the goals remain as relevant now as ever.

Motion 4-03-2024: Vice Chair Chris Witherspoon MOVED that the Board of Trustees of Western Washington University, upon the recommendation of the President, approve the 2024 Update to the Western Washington University Strategic Plan as presented. This document reaffirms the Board's commitment to the 2018-2025 Strategic Plan framework and extends the Plan through 2028.

Trustee Chase Franklin seconded the motion. The motion passed 7-0.

14. APPROVAL OF BOARD OF TRUSTEES STATEMENT ON ACADEMIC FREEDOM

Presentation: Brad Johnson, Provost and Executive Vice President
Jack Herring, Associate Vice President for Academic Affairs

Provost Johnson explained that during our Year 6 accreditation review, NWCCU recommended that Western develop a statement on academic freedom. The language has been reviewed and shaped by the Academic Affairs and Student Success Committee.

Before the vote, Trustee Stone inquired about specific language in Section 3 and suggested removal of the ethical standard language. Brandon Dupont also raised the well-being language as being

possibly overly broad. The statement language was amended to strike ethical standards and well-being from the final version. With that revision, a motion to approve was made.

Motion 4-04-2024: Trustee Mo West MOVED, that the Board of Trustees of Western Washington University, upon recommendation of the President, approve the Western Washington University Board of Trustees Statement on Academic Freedom.

Vice Chair Chris Witherspoon seconded. The motion passed 7-0.

15. APPROVAL OF LEASE AGREEMENTS

Presentation: Joyce Lopes, Vice President for Business and Financial Affairs

- a. WWU Ground Lease Agreement and Interlocal Agreement with the City of Bellingham for Developing and Operating the Coast Salish Longhouse, House of Healing Building

Vice President Joyce Lopes introduced the lease and interlocal agreement to move forward with the Coast Salish Longhouse, House of Healing project. The city and Sehome Board of Governors have both approved the interlocal agreement. A ground-turning ceremony will be held later this afternoon.

Laural Ballew, Special Assistant to the President and Tribal Liaison, spoke at the City Council meeting earlier in the week. At today's Board meeting, she shared that she is grateful to the city, parks and task force who have all partnered to move the project forward. Today's event symbolizes bringing a home to the Western's community, our Native community and our broader community. She is pleased that this new building will reflect our values and be a welcoming place for our faculty, staff and students. The Board thanked everyone for their support of the project.

Motion 4-05-2024: Trustee Chase Franklin MOVED, that the Board of Trustees, upon the recommendation of the President, amend the Interlocal Agreement and enter into a long-term Ground Lease Agreement to develop and operate the Coast Salish Longhouse, House of Healing Building and associated amenities for a period of seventy-five (75) years, with two optional ten (10) year renewals.

Trustee Sue Sharpe seconded the motion. The motion passed 7-0.

16. APPROVAL OF CONTRACTS

Presentation: Joyce Lopes, Vice President for Business and Financial Affairs
Steve Hollenhorst, Associate Vice President for Facilities, Development and Operations
Rick Benner, University Architect / Senior Director, Planning and Development, Facilities Development and Operations

- a. Phase 2 Amendment to Progressive Design-Build Contract for Coast Salish Longhouse, PW774, House of Healing

Vice President Lopes introduced the contract.

Motion 4-06-2024: Vice Chair Chris Witherspoon MOVED that the Board of Trustees of Western Washington University, upon the recommendation of the President, approve a change order and construction contract amendment for the construction of the House of Healing, Coast Salish Longhouse, to Wellman & Zuck Construction, Bellingham, WA, in the amount of \$3,798,068 (excluding associated sales tax), bringing the contract to a total of \$4,319,675 (excluding associated sales tax).

Trustee Mo West seconded the motion. The motion passed 7-0.

- b. Construction Contract for South Campus Infrastructure and Pedestrian Access Improvements, PW825

Vice President Lopes introduced the second contract for approval.

Motion 4-07-2024: Trustee Sue Sharpe MOVED that the Board of Trustees of Western Washington University, upon the recommendation of the President, award a contract to Trimaxx Construction Incorporated, Sedro Woolley, WA, in the amount of \$1,274,000 (plus associated sales tax) for the construction contract for the construction of upgrades to existing vehicle access roads, pedestrian infrastructure, and utility extensions.

Vice Chair Chris Witherspoon seconded the motion. The motion passed 7-0.

- c. Construction Contract for Edens Hall (EH) Electronic Safety and Telecom Upgrades, PW810

The third contract was introduced by Vice President Lopes.

Motion 4-08-2024: Trustee Chase Franklin MOVED that the Board of Trustees of Western Washington University, upon the recommendation of the President, award a contract to Dutton Electric Company, Inc., Lynnwood, WA, in the amount of \$540,500 (plus associated sales tax) for the construction of the Fire Alarm replacement and telecom upgrades at Edens Hall.

Trustee Mo West seconded the motion. The motion passed 7-0.

- d. Construction Contract for Birnam Woods Apartment Siding and Bridge Replacement Phase 2, PW812

The fourth and final contract was introduced by Vice President Lopes. Chair Pettis inquired about MWBE consideration and Rick Benner explained how removal of affirmative action consideration in public works limits our discretion and require us to go with the lowest bidder. Chair Pettis also noted that some projects did not receive any MWBE bids and participants discussed targeted efforts by Western, as well as more broadly, to assist businesses and gain more MWBE representation.

Motion 4-09-2024: Trustee Mo West MOVED that the Board of Trustees of Western Washington University, upon the recommendation of the President, award a contract to Dawson Construction, Bellingham, WA, in the amount of \$2,359,700 (plus

associated sales tax) for the construction contract to perform the following work at Birnam Wood: (i) replace the siding and bridges and add insulation at Stacks 1 and 2, and (ii) replace the siding and add insulation at the Laundry Building.

Vice Chair Chris Witherspoon seconded the motion. The motion passed 7-0.

INFORMATION ITEMS

17. LEGISLATIVE SESSION REPORT

Presentation: Nora Selander, Director of Government Relations

Director of Government Relations, Nora Selander, gave a post-session report. The 60-day session ended on March 7, 2024. She reported on higher education bills that passed and relayed that most of them were related to college access and affordability. Public health and opioid awareness was another area that received funding. Washington College Grant eligibility was also extended from five to six years, and we expect the State to continue considering ways to expand eligibility for the program. Director Selander also noted two Promise bills that did not pass but will generate further discussion in future sessions for a statewide program.

A budget overview of where funding was secured was shared. Funding was included for undergraduate computer science, an outreach initiative, fentanyl education, a Holocaust & Genocide Studies project, and our cyber range. Nora Selander also reported on the Capital asks and shared that minor works preservation and Kaiser-Borsari Hall were funded. Classroom and lab upgrades were not funded. President Randhawa noted that the full state funding will not be needed for Kaiser-Borsari thanks to federal funding that was secured by Senators Murray and Cantwell.

Director Selander concluded with an overview of the initiatives that will be on the ballot in November. Three of the six initiatives that were on the table earlier in the year have been enacted by the legislature, three more will be put to voters this fall. Ballot results could impact funding for key projects, including our heating conversion project.

Trustee Awad asked about the potential rollback of the Climate Commitment Act and whether there is any ability to recoup any of the previously allocated funding. Nora Selander shared that Western and other colleges with allocations from the CCA anticipate taking a \$10 million loss.

18. WRITTEN REPORTS

- a. Enrollment Management Summary
- b. University Advancement Report
- c. Capital Program Report
- d. University Relations and Marketing Report
- e. Professional Leave Report

Trustee Mo West asked Shelli Soto for a report on FAFSA and how Western is helping students navigate hurdles resulting from errors on the federal submission process. Shelli gave a report on the communication and technical work being done to ensure Western's future students complete their FAFSA by the deadline. Western's confirmation date has been moved to June 1 and we are on-track to meet that deadline.

19. TRUSTEE REMARKS

20. EXEMPT SESSION AS AUTHORIZED BY RCW 42.30.140(4)(a)

Chair Pettis called an Exempt Session at 2:30pm for one hour. The Board returned to public session at 3:09pm.

21. DATES FOR NEXT REGULAR MEETING

The next Regular Meeting is scheduled for June 13-14, 2024 in Bellingham, WA.

22. ADJOURNMENT

The meeting adjourned at 3:11pm.



**WESTERN WASHINGTON UNIVERSITY
BOARD OF TRUSTEES
SPECIAL MEETING AGENDA**

Friday, May 17, 2024

Location: Western Washington University, Bellingham, WA, Board Room, Old Main 340

Audiocast: <https://wp.wvu.edu/live/>

Time: 1:00 p.m.

1. CALL TO ORDER

Chair Pettis called the meeting to order at 1:02pm.

Attendance:

Faith Pettis, Chair (on Zoom)

Chris Witherspoon, Vice Chair (on Zoom)

Ash Awad, Trustee, (on Zoom)

John Meyer, Trustee, (on Zoom)

Mo West, Trustee, Sue Sharpe, Trustee, Max Stone, Trustee (on Zoom)

Sabah Randhawa, President (on Zoom)

Joyce Lopes, Vice President for Business and Financial Affairs (on Zoom)

Becca Kenna-Schenk, Chief of Staff, President's Office (on Zoom)

Kerena Higgins, AAG (on Zoom)

Rebecca Hansen-Zeller, Executive and Liaison to the Board of Trustees

ACTION ITEMS

2. APPROVAL OF CONTRACTS

Vice President Lopes introduced three construction contracts that are timely to allow summer season construction to move forward.

- a. Construction Contract for Birnam Wood Apt. Parking Lot 27R Restoration – PW804

MOTION 05-01-2024:

Trustee Sue Sharpe MOVED that the Board of Trustees of Western Washington University, upon the recommendation of the President, award a contract to Pellco Construction Inc., Mukilteo, WA, in the amount of \$1,210,500 (plus associated sales tax) for the construction contract to perform the following work at Birnam Wood Apartments: reconstruct the westward draining section of the parking lot, including

remove and replace existing paving and subgrade, install storm water detention and treatment facilities and landscaping, relocate and upgrade interfering utilities, and install new light poles and bases. Work includes consolidation of trash and recycle facilities and infrastructure for future electric vehicle charging stations.

Trustee John Meyer seconded the motion. The motion passed 7-0.

- b. Construction Contract for Fairhaven Residences Hydronic Repair Phase 03 – PW 827

MOTION 05-02-2024: Vice Chair Chris Witherspoon MOVED that the Board of Trustees of Western Washington University, upon the recommendation of the President, award a contract to CDK Construction, Duvall, WA, in the amount of \$649,800 (plus associated sales tax) for the construction contract to perform the following work at Fairhaven: replace under-slab hydronic piping in Stacks 2, 4 and 10-12.

Trustee Sue Sharpe seconded the motion. The motion passed 7-0.

- c. Approval of Progressive Design-Build Contract for Student Development Success Center - PW776

MOTION 05-03-2024: Trustee John Meyer MOVED, that the Board Trustees of Western Washington University, upon the recommendation of the President, award a progressive design-build contract to BNBuilders, Inc., Seattle, WA for the amount of \$3,133,571 (and associated sales tax), for the Validation Phase and Phase 1 level of work (design and preconstruction services) for the Student Development and Success Center.

Vice Chair Chris Witherspoon seconded the motion. The motion passed 6-0, with Trustee Ash Awad abstaining.

3. EXECUTIVE SESSION

Chair Pettis called an Executive Session at 1:09pm for 50 minutes. The Executive Session is authorized by RCW 42.30.110(1)c.

The Board reconvened in public session at 1:49pm.

4. ADJOURNMENT

The meeting adjourned at 1:50pm. The next regular meeting is scheduled for June 13 and 14, 2024 in Bellingham, WA.

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees
FROM: Faith Li Pettis, Chair, Board of Trustees
DATE: June 14, 2024
SUBJECT: **Public Comment**
PURPOSE: Information Item

Purpose of Submittal:

RCW 28B.35.110 requires that the governing boards of regional universities provide for public comment at meetings and follow procedures for open public meetings in the Open Public Meetings Act.

Persons wishing to comment will sign in between 7:55 – 8:00 a.m. the day of the Board of Trustees meeting. The signup sheet will be given to the Board Chair at 8:00 a.m.

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa by Vice President Joyce Lopes, Business and Financial Affairs

DATE: June 14, 2024

SUBJECT: **Approval of Collective Bargaining Agreement between Western Washington University and Western Academic Workers United (WAWU)**

PURPOSE: Action Item

Purpose of Submittal:

Approval of the Collective Bargaining Agreement between Western Washington University and the Western Academic Workers United (WAWU) for June 14, 2024, through January 31, 2027.

Proposed Motion:

MOVED that the Board of Trustees of Western Washington University, upon the recommendation of the President, approve the Collective Bargaining Agreement between Western Washington University and the Western Academic Workers United (WAWU) for June 14, 2024, through January 31, 2027.

Supporting Information:

A Collective Bargaining Agreement was reached with the WWU collective bargaining team and the Western Academic Workers United (WAWU) on May 23, 2024, and the Agreement (attached) was ratified by the membership on May 30, 2024.

This document is provided in its final draft form for review and consideration. It is not intended to be legally binding until executed in its final form by all relevant parties. No further substantive changes are expected to be made to this document. However, minor modifications for clarity, typographical errors, or formatting may be made without altering the substance of the agreement.

Attachment

TITLE COVER PAGE

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION	4
ARTICLE 2 – SCOPE OF AGREEMENT	4
ARTICLE 3 – GRIEVANCE PROCEDURE.....	4
ARTICLE 4 – WAGES	7
ARTICLE 5 – TUITION AND FEES	9
ARTICLE 6 – JOB POSTING.....	10
ARTICLE 7 – APPOINTMENT NOTIFICATION	11
ARTICLE 8 – SCHEDULING	13
ARTICLE 9 – TRAINING	13
ARTICLE 10 – HEALTH AND SAFETY.....	13
ARTICLE 11 – WORKSPACE AND MATERIALS	14
ARTICLE 12 – TRAVEL.....	14
ARTICLE 13 – PROFESSIONAL DEVELOPMENT.....	15
ARTICLE 14 – DISCIPLINE OR DISMISSAL	15
ARTICLE 15 – PERSONNEL FILES	17
ARTICLE 16 – LAYOFF	18
ARTICLE 17 – WORKLOAD	18
ARTICLE 18 – HOLIDAYS	19
ARTICLE 19 – LEAVES	19
ARTICLE 20 – IMMIGRATION.....	22
ARTICLE 21 – HEALTHCARE.....	23
ARTICLE 22 – DEPENDENT CARE	23
ARTICLE 23 – HOUSING.....	24
ARTICLE 24 – PARKING AND TRANSIT	24
ARTICLE 25 – ACCOMMODATIONS	24
ARTICLE 26 – ANTI DISCRIMINATION AND HARASSMENT.....	27

ARTICLE 27 – TITLE IX 28

ARTICLE 28 – EMPOWERING PREVENTION AND INCLUSIVE COMMUNITIES 29

ARTICLE 29 – UNION RIGHTS 29

ARTICLE 30 – UNION MEMBERSHIP..... 32

ARTICLE 31 – UNION VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)..... 33

ARTICLE 32 – UNION MANAGEMENT COMMITTEE 33

ARTICLE 33 – MANAGEMENT RIGHTS 33

ARTICLE 34 – STRIKES 34

ARTICLE 35 – DURATION..... 34

ARTICLE 1 – RECOGNITION

1.1 Bargaining Unit. In accordance with PERC Case No.136078-E-22, and RCW 41.56.0215, Western Washington University hereby recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local Union as exclusive bargaining representative for all employees included in the bargaining unit.

ARTICLE 2 – SCOPE OF AGREEMENT

2.1 Purpose. It is the purpose of this Agreement to provide for the wages, hours and terms and conditions of employment of the ESEs covered by this Agreement.

2.2 University Policies and Regulation. This Agreement supersedes specific provisions of University policies, rules, regulations and procedures with which it conflicts. Unless superseded by a specific provision of this Agreement the University's policies, rules, regulations and procedures, as currently written, or amended, will apply to all employees. The University will notify the Union of any proposed changes to existing policy and proposed new policy affecting mandatory subjects of bargaining.

2.3 Severability/Savings Clause. This Agreement is subject to the law as it currently exists or is hereafter amended. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision will become invalid and unenforceable, but all of the remaining provisions of the Agreement that are not rendered meaningless, inoperable or ambiguous as a consequence of the court's or administrative body's ruling shall remain in full force and effect. The parties shall meet as soon as practicable to negotiate in good faith with respect to the effects of any term or provision of this Agreement found to be in contravention of the law.

2.4 Bargaining Changes to Mandatory Subjects. Except as provided in this Agreement or by applicable law, the University will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Union of the proposed changes in writing and the Union may request discussions about and/or negotiations on the impact of these changes on ESE's working conditions. The Union will notify the AVP of Human Resources in writing of any demands to bargain. In the event the Union does not request discussions and/or negotiations within twenty-one (21) calendar days, the University may implement the changes without further discussions and/or negotiations. Unless otherwise agreed, the parties will begin bargaining within thirty (30) calendar days of the receipt of the request to bargain. There may be emergency or mandated conditions that are outside of the University's control requiring immediate implementation, in which case the University will notify the Union as soon as possible.

ARTICLE 3 – GRIEVANCE PROCEDURE

3.1 Purpose. The purpose of this procedure is to provide the process for the prompt and fair resolution of grievances as defined in Section 3.2 below. Nothing in this procedure shall preclude an ESE or the Union from resolving disagreements informally.

3.2 Definition of Grievances. A grievance is a claim by an employee or group of employees covered by this Agreement, or by the Union, that the University has committed a violation, misapplication or misinterpretation of the terms of this Agreement.

3.3 Informal Resolution. The Union and the University encourage problem resolution between employees and management and are committed to settling disputes as soon as possible and at the lowest possible level.

3.4 Time Limits.

3.4.1 Time limits within the grievance procedure may be waived or extended by the written, mutual agreement of both parties. If the Union, on behalf of the ESE, fails to act or respond within the specified time limits, the grievance will be considered waived. If the University fails to respond within the specified time limits, the grievance will proceed to the next step of the grievance procedure.

3.4.2 The day after the event, act or omission shall be the first day of a timeline under this Article. In the event that a time limit under this Article ends on a weekend or holiday, the deadline will be extended automatically to the following University business day.

3.4.3 Submissions will be considered timely under this Article if they are received by 5:00 p.m. Pacific Time on the last day called for under an applicable time limit.

3.5 Submission of Grievances and Responses.

3.5.1 All grievances and requests for arbitration must be submitted to the University's Human Resources Office and may be sent to relevant supervisor(s), by hard copy or electronic mail. University responses will be submitted to the Union's business office by hard copy or electronic mail.

3.5.2 Unless mutually agreed, multiple grievances arising out of unrelated events must be submitted, and will be processed, separately.

3.5.3 Grievances shall include the following:

- A. the specific provision(s) of the Agreement allegedly violated, misinterpreted, or misapplied;
- B. a statement of the facts upon which the grievance is based, including the date on which the alleged grievance occurred; and
- C. the remedy sought.

3.6 Process.

3.6.1 Step One. Step One is encouraged but optional. The Union shall submit the initial grievance, including grievances initially filed at Step Two, within twenty-eight (28) calendar days of the day the ESE(s) or the Union knew or reasonably should have known of the event(s) giving rise to the grievance. The appropriate unit head (or designee) will respond to the grievance in writing within fourteen (14) calendar days after receipt.

3.6.2 Step Two. If the grievance is not resolved at Step One the Union may appeal in writing within fourteen (14) calendar days. The Dean, Provost, Vice President or

designee shall meet with the Union and grievant regarding a Step Two appeal (or where permitted, initial filing) within fourteen (14) calendar days of receiving the appeal or filing. The Dean, Provost, Vice President or designee will issue a written response to the grievance within fourteen (14) calendar days of the meeting. The requirement of a meeting may be waived by mutual agreement.

3.6.3 Step Three. If the grievance is not resolved at Step Two, the Union may appeal in writing within fourteen (14) calendar days. The AVP of Human Resources (or designee) shall meet with the Union and grievant within fourteen (14) calendar days of receiving the Step Three appeal. The AVP of Human Resources (or designee) will issue a written response to the grievance within seven (7) calendar days of the meeting. The requirement of a meeting may be waived by mutual agreement.

3.6.4 Step Four. Arbitration. In the event the parties are unable to resolve the grievance at Step Three, the Union may demand arbitration of the grievance by submitting a written demand within fourteen (14) calendar days of its receipt of the Step Two response. The Union's arbitration demand shall state the issue to be arbitrated, and the remedy sought. Upon mutual agreement, the parties may submit a grievance to mediation using a mediator appointed by the Public Employment Relations Commission. Mediation services shall run concurrent with Step Three and shall not prevent nor delay the scheduling of an arbitration hearing.

3.7 Arbitration.

3.7.1 Arbitrator Selection. The parties may mutually agree upon an arbitrator. In the event that no such agreement is reached within fourteen (14) calendar days of the Union's arbitration demand, the Union will request a list of seven (7) arbitrators from Washington and/or Oregon provided by the American Arbitration Association. Within seven (7) calendar days following the receipt of the list of eligible arbitrators, the parties' representatives will meet or confer to select an arbitrator. The parties will each strike three (3) arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a flip of a coin.

3.7.2 Arbitrability. Challenges to the arbitrability of a grievance shall be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance.

3.7.3 Authority. The arbitrator shall not have the power or jurisdiction to render a decision that adds to, subtracts from, alters, amends or modifies in any way the terms and conditions of Agreement.

3.7.4 Procedure. Arbitration will take place in accord with the Labor Arbitration Rules of the American Arbitration Association (AAA) unless the parties agree otherwise in writing.

3.7.5 Decision. The arbitrator will issue a written decision to the parties within thirty (30) calendar days after the close of the hearing(s) or the submission of the post hearing briefs, whichever is later. The decision of the arbitrator shall be final, conclusive, and binding on the University, the Union, and the ESE(s); provided that the decision does not include action by the arbitrator beyond his or her jurisdiction.

3.7.6 Arbitration Cost.

- A. The expenses and fees of the arbitrator and the cost (if any) of the hearing room shall be shared equally by the Union and the University. If one party chooses to use a court reporter, the requesting party shall bear the costs associated with the court reporter. The other party may obtain a copy of the court reporter’s report by agreeing to share the cost of the court reporter at the time it makes the request for a copy of the report and transcript by paying half the costs charged to produce the report and transcript.
- B. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The cost of any postponement or cancellation based on mutual agreement will be shared equally by the parties.
- C. Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of its grievance.

ARTICLE 4 – WAGES

4.1 Minimum Rates of Pay.

4.1.1 All undergraduate hourly ESE positions are assigned by the University to level 1, 2 or 3 based on duties, responsibilities and experience required for the position (Table 5). The minimum hourly rates for positions in each of the three levels, and the changes to those rates during the term of this Agreement, are set forth in Tables 1, 2 and 3. Nothing in this Agreement limits the University’s ability to pay an hourly ESE at a rate greater than the minimums below. Undergraduate hourly ESE positions include the following job classifications: Computer Assistant (in the Student Technology Center), Faculty Assistant, Laboratory Assistant, Library Assistant, Peer Advisor, Research Assistant, Tutor. Graduate students may accept employment in an undergraduate hourly position, subject to the hourly rates in Tables 1, 2 and 3.

Table 1: Minimum Undergraduate Hourly Rates Effective September 16, 2024, are as follows; provided that any ESE who was employed during Spring Quarter 2024, and who is rehired to the same job title in the same department for the 2024 Fall Quarter, will receive a minimum increase of three percent (3%) over their Spring Quarter 2024 wage rate.

Job Level	Minimum Hourly Rate
1	\$17.80
2	\$19.30
3	\$20.80

Table 2: Minimum Undergraduate Hourly Rates Effective January 1, 2025:

Job Level	Minimum Hourly Rate
1	\$19.00
2	\$20.50
3	\$22.00

Table 3: Minimum Undergraduate Hourly Rates Effective January 1, 2026:

Job Level	Minimum Hourly Rate
-----------	---------------------

1	\$19.79
2	\$21.29
3	\$22.79

4.1.2 The minimum monthly salary for graduate ESE positions at 0.50 FTE, and changes to the minimum salary during the term of this Agreement, are set forth below. Salaries will be prorated for graduate ESEs working different FTEs. Graduate ESEs may also be paid on an hourly basis, either in a Graduate Teaching Assistant or Research Assistant position (See Table 4 for minimum hourly rates) or in a position identified in Section 4.1.1 (See Tables 1, 2 and 3 for minimum hourly rates). Nothing in this Agreement limits the University’s ability to pay a Graduate ESE at a rate greater than the minimums below.

Table 4: Minimum Graduate Salaries/Hourly Rates for Graduate Teaching Assistants and Research Assistants:

Effective Date	Monthly Amount	Equivalent Hourly Rate
9/16/24	\$1950	\$22.50
9/16/25	\$2008	\$23.17
9/16/26	\$2068	\$23.86

4.2 **Job Levels.** Job levels for ESEs are described in Table 5. ESEs who move to a higher-level position in the same job classification will receive an increase of at least five percent (5%). ESEs may be appointed to a higher job level and pay at the discretion of the Department or Hiring Unit. In making promotion decisions, Departments and Hiring Units are encouraged to take an ESE’s job experience, performance, and time worked into account.

Table 5: ESE Job Levels:

<u>Job Level</u>	<u>Description</u>
1	Duties are basic or semi-routine. Works under direct supervision. Job requires little decision making.
2	Duties may be moderately complex. Works under general supervision. Duties may involve some responsibility and use of judgment.
3	Duties are complex. Works under minimal supervision. May be responsible for leading or directing the activities of other student employees. Duties include a heightened level of responsibility and judgment.

<u>Job Level</u>	<u>Description</u>
Graduate	<p>Departmental Graduate Research/Teaching Assistant: This position has responsibilities comparable to a salaried graduate research or teaching assistant.</p> <p>Student Affairs Graduate Assistant: Under minimal supervision, serves as an entry-level advisor in the Division of Student Affairs/Academic Support Services. Provides information and advice based on in-depth knowledge and an ability to exercise professional judgment. Duties may include basic counseling and advising, events programming, evaluation of financial aid applications, and supervising other student staff members. This position requires an understanding of student development, academics, and the overall goals of the Student Affairs function.</p>

ARTICLE 5 – TUITION AND FEES

5.1 Salaried Tuition Waivers. Graduate ESEs with a salaried appointment equal to or greater than 50% FTE will receive a waiver for the tuition (comprised of only the operating fee, capital building fee, and student service and activity fee) and non-resident tuition (if applicable) charged by the University. Tuition and non-resident tuition waivers will be prorated for graduate ESEs with a salaried appointment of less than 50% FTE (e.g., an appointment of 25% FTE will receive a waiver of 50% of tuition).

5.2 Hourly Tuition Assistance Stipend. Effective September 16, 2025, ESEs with hourly appointments during a quarter of the academic year (excluding summer) will receive a tuition assistance stipend for the quarter, subject to the following:

5.2.1 The amount of the stipend will be two dollars (\$2.00) for each hour worked during the quarter, up to a maximum of five hundred dollars (\$500) per quarter. Stipends are not available during the summer and will not accrue during quarters in which the ESE is not enrolled.

5.2.2 Stipend amounts will be calculated and paid following the end of each quarter.

5.2.3 ESEs who are receiving a full tuition waiver are not eligible for the stipend.

5.2.4 Stipends will be considered wages and subject to all applicable withholdings.

5.2.5 The hourly tuition assistance program described in this section will take effect only if and to the extent it is funded by the State Legislature. In the event the Legislature partially funds the program, the amount of assistance per hour worked and the maximum assistance per quarter will be reduced proportionally to match the funding provided by

the Legislature. If the Legislature funds the program in a time-limited way, the program will be time limited to the same extent as the funding. The parties agree to work cooperatively to encourage legislative adoption of this program. Nothing limits the parties from exploring with the legislature alternative types of support that match or exceed the value of these stipends to bargaining unit employees.

5.3 **New Fees.** In the event the University imposes a new mandatory fee, the Union will be given notice and the opportunity to bargain over the impacts.

ARTICLE 6 – JOB POSTING

6.1 The University shall post information on the Student Employment Center Website regarding open hire ESE positions. Positions that are not open hire positions are those positions that are (a) typically assigned to ESEs in specific degree programs or made in the context of admission to a degree program, or (b) offered under an existing advising relationship with a faculty member.

6.2 Open hire positions will be posted for at least two (2) weeks except in situations in which the appointment period must begin less than two (2) weeks after the job is posted. Effective by September 1, 2024, job applicants will be informed of the outcome of their application within two (2) weeks of the closing date of the search.

6.2.1 For positions where searches do not have a closing date, language should be added to the Job Posting informing applicants they will not receive notification of the outcome.

6.3 All open hire position postings shall contain the following information:

6.3.1 Job title

6.3.2 Summary of the general nature of required duties

6.3.3 Minimum and any preferred qualifications

6.3.4 Job % FTE for salaried employees or minimum and expected hours for hourly employees

6.3.5 Start Date

6.3.6 End Date

6.3.7 Whether there is a possibility of appointment extension or renewal (if known) and general criteria for renewal

6.3.8 Hiring unit

6.3.9 Supervisor Name (if known)

6.3.10 Salary/wages

6.3.11 Applicable benefits

6.3.12 Tuition and fee waiver or exemption information (if applicable)

6.3.13 A statement that the position is covered by this collective bargaining agreement

6.3.14 Web address/hyperlink to the current collective bargaining agreement

6.3.15 Web address/hyperlink to the Union's website

6.3.16 Work or reporting location including, if applicable, expectations relating to in person or remote requirements

6.3.17 Deadlines for application

6.3.18 Application instructions, including the name and location of the office where inquiries and applications may be submitted, and

6.3.19 An employment non-discrimination statement

6.4 The determination of job requirements and qualifications shall be made by the University. Once the University has determined the hiring criteria, hiring qualifications shall not be modified to be more restrictive nor job requirements to be more extensive during the posting period.

6.5 The University shall post all pay rates on a designated University website.

ARTICLE 7 – APPOINTMENT NOTIFICATION

7.1 **Offer Letters.** For graduate ESE appointments that are assigned in the context of admission to a degree program, hiring units should make every reasonable effort to issue offer letters to new students two (2) weeks before their program acceptance deadline. Additional appointments may be offered to accepted students if they become available. For returning graduate students, hiring units should make every reasonable effort to issue offer letters no later than May 15th for the following academic year unless the position becomes available after that date, in which case the offer letter will be issued as soon as practicable. Offer letters shall include the following information:

7.1.1 Job % FTE

7.1.2 Start Date

7.1.3 End Date

7.1.4 Any other information included in the Appointment Letter (listed in Section 3) that is known at the time.

7.2 **Appointment Letters.** The University will provide a written appointment letter to confirm each appointment or reappointment. The letter may be provided in electronic form. Hiring units shall issue appointment or reappointment letters as soon as reasonably practicable after appointment decisions are made.

7.3 **Appointment Letter Content.** The letter confirming appointment or reappointment will include the following information:

7.3.1 Job title

7.3.2 Job % FTE for salaried employees or minimum and expected hours, which may be a limited range, for hourly employees

7.3.3 Start Date

7.3.4 End Date

7.3.5 Whether there is a possibility of appointment extension or renewal, and general criteria for renewal

7.3.6 Hiring unit and supervisor

7.3.7 Summary of the general nature of required duties

7.3.8 Trainings (if applicable)

7.3.9 Work location, including, if applicable, policies relating to in person or remote requirements

7.3.10 If applicable and known, assigned course, lab, or research project

7.3.11 Salary/wages

7.3.12 Applicable benefits, including health insurance if the position includes covered health insurance

7.3.13 Health insurance contact information (if relevant)

7.3.14 Tuition and fee waiver or exemption information (if applicable)

7.3.15 Response requirements, if any

7.3.16 A statement that the position is covered by this collective bargaining agreement

7.3.17 Web address/hyperlink to the current collective bargaining agreement, and

7.3.18 Web address/hyperlink to the Union's website.

7.4 **Appointment Term.** Appointments are subject to and contingent upon an ESE meeting academic requirements as determined by the University. Appointments cease at the end of a designated term and come with no guarantee of renewal. Where appointments have the possibility of extension or re-hire as indicated in the Appointment Letter, ESEs will be informed at the earliest feasible date of the timeline for re-hire or reappointment decisions and any required process steps. For positions that have continuous or ongoing recruitments, ESEs will be informed of their status (e.g., reappointment, non-reappointment, in consideration if there are additional openings) at the same time as reappointment decisions.

7.5 **Job Descriptions.**

7.5.1 The University shall provide ESEs with job descriptions, which will include:

- A. Minimum qualifications
- B. A description of the general duties of the position

- C. Expected hours per week, which may be a limited range
- D. Minimum rate for wages/salary

7.5.2 Job descriptions will be provided to ESEs at least thirty (30) days prior to the commencement of the appointment except in situations where the position becomes available or an individual is hired less than thirty (30) calendar days before the start of the appointment, in which case the job description will be made available as soon as practicable.

7.5.3 If the duties included in an appointment letter are changed, the new position expectations will be provided to the ESE in writing as soon as practicable.

ARTICLE 8 – SCHEDULING

8.1 **Applicability.** This article applies to ESEs whose positions have specific, scheduled hours.

8.2 **Employee Input.** Supervisors will make reasonable efforts to solicit ESE input before making changes to an ESE’s schedule that are ongoing in nature. When making changes to scheduled hours, supervisors will work with ESEs to accommodate academic commitments, including classes and exams.

8.3 **Advance Notice.**

8.3.1 ESEs will receive a written work schedule from their supervisor at least seven (7) calendar days before the start of their appointment or, for appointments made less than seven (7) calendar days prior to the start of work, as soon as practicable.

8.3.2 The University will provide at least seven (7) calendar days’ notice before a required change in the ESE’s scheduled hours. Schedule changes with less than seven (7) calendar days’ notice may be made by mutual agreement between the supervisor and the ESE.

ARTICLE 9 – TRAINING

9.1 **Training.** The University will determine and provide the training necessary for ESEs to fulfill their assigned duties.

9.2 **Compensation for Required Training.** Time spent by ESEs in training required by the University for their ESEs position will be considered time worked.

ARTICLE 10 – HEALTH AND SAFETY

10.1 **Responsibility for Safety.** The University, ESEs and the Union share responsibility for workplace safety. ESEs shall not be required nor will an ESE work in an unsafe environment. All work by an ESE shall be performed in conformity with applicable safety standards. Should an ESE become aware of a condition they believe is unhealthy or dangerous, they shall immediately report the condition to a supervisor and/or the Environmental Health and Safety Department.

10.2 **Right to Information.** As required by applicable law, the University will make available information to ESEs about hazards and potential hazards in their workplaces and rest facilities. The University’s website addressing workplace hazards and safety information can be found

here: <https://ehs.wvu.edu/>. Safety information relevant to specific ESE positions will be introduced during orientation and training.

10.3 Safe Working Environment. The University will provide a work environment that complies with applicable safety standards established by the Washington Industrial Safety and Health Act (WISHA) or other controlling authority.

10.4 Safety Equipment. Required safety devices, personal protective equipment, and safety apparel (which does not include normal clothing items), will be provided by the University.

10.5 Safety Training. The University will provide ESEs with orientation and/or training to perform their jobs safely. In addition, if necessary, training will be provided to ESEs on the safe operation of equipment prior to use. ESEs may raise with their supervisor concerns regarding job safety. If the concerns are not sufficiently resolved by the supervisor, the University will, upon request by the ESE, promptly conduct a safety assessment of the ESE's work responsibilities through the University's Environmental Health and Safety Department.

10.6 Supplemental Training. Employees not required to be trained/certified in first aid, CPR, and/or mental health first aid may request this training, with supervisor approval. The University encourages as many employees to be current in first aid, CPR, and mental health first aid training as is reasonably practicable.

10.7 Rest Facilities. Access to adequate lunchrooms, washrooms and toilet facilities will be provided and available for use of ESEs, regardless of gender. These facilities are not to be used for any other purpose (e.g., storage, office space, etc.) which would render them inadequate.

10.8 Health and Safety Committee. The Union may select a representative who will sit on the University-wide Central Health and Safety Committee. The Union-Management Committee (see Article 32) shall also be empowered to discuss health and safety issues.

ARTICLE 11 – WORKSPACE AND MATERIALS

11.1 Access to Workspace and Materials. ESEs shall have access to workspaces, materials, services and equipment as needed and appropriate to perform duties of the job as outlined in the job description. Workspaces, materials, services and equipment to which access may be provided include, but are not limited to: storage, laboratory space, office supplies, a computer, internet access, software, printing, personal protective equipment and specialized clothing.

11.2 Notice of Changed Work Site. If feasible, the University will provide an ESE with at least thirty (30) calendar days' notice before changing their work site (e.g., from the University's main campus to another location). In the event thirty (30) calendar days' notice is not feasible, the ESE shall be notified as soon as reasonably practicable.

ARTICLE 12 – TRAVEL

12.1 Reimbursements and Per Diems. The University shall reimburse ESEs for travel and per diem expenses required for employment in accordance with this Agreement, Washington State law/regulations and University policies and practices. University policies regarding travel can be found here: <https://policy.wvu.edu/Subject/Travel>.

12.1.1 Employees who use their personal vehicle for approved business travel will be reimbursed for mileage and parking fees incurred during such use.

12.2 Notification and Approval. ESEs must obtain prior approval through the University's travel authorization process for business travel. Unpaid travel shall not be required.

12.2.1 ESEs shall be provided with written instructions describing the reimbursement and per diem policies and practices at the time of their hiring as well as a reference to the University's travel procedures which can be found here: <https://business-services.wvu.edu/travel-services/resources-travel>.

12.3 Timelines for Reimbursement. ESEs shall be reimbursed for approved travel expenses within thirty (30) calendar days of submitting the reimbursement request.

ARTICLE 13 – PROFESSIONAL DEVELOPMENT

13.1 Professional Development. The University regards student employment as a form of professional development. ESEs are encouraged to discuss with their supervisors their professional development goals and may submit requests to their supervisors for additional professional development opportunities.

13.2 Course Evaluations. Course evaluations will be administered for ESEs in teaching positions according to department practices. Results of the course evaluation process will be provided to the ESE within six (6) weeks of the University's receipt of the completed evaluations.

13.3 Performance Evaluations. A Performance Evaluation is an assessment of the ESE's performance of job duties and responsibilities. The University will determine the format of performance evaluations, including any standardized forms. The ESE will be provided an opportunity to discuss the contents of the review with the supervisor prior to it being finalized.

13.3.1 Performance Evaluations should be completed at least once a year.

13.3.2 ESEs shall be informed at least two (2) weeks in advance of performance evaluations.

13.4 Supervision. ESEs and their supervisors are expected to communicate and/or meet as necessary to provide job direction.

13.5 Nothing will preclude the University from enhancing the professional development and/or career counseling programs or the professional development lectures/workshops provided to ESEs.

ARTICLE 14 – DISCIPLINE OR DISMISSAL

14.1 Just Cause. All disciplinary actions for ESEs shall be for just cause.

14.2 Rehire, Renewal and Academic Performance. The cessation of an appointment at the end of its designated period is not subject to the just cause requirement. Discipline or dismissal as used in this Article refers to actions taken involving job-related misconduct or job-related poor/non-performance and does not include appointment cessation, decisions regarding rehire or renewal, or any action based on academic performance. No decisions made by the University concerning academic discipline or dismissal of a student are subject to this Agreement.

14.3 Allegations of Misconduct. For disciplinary matters arising out of an allegation of misconduct by an ESE, the ESE will be given an opportunity to respond to the allegations before a final disciplinary determination is made.

14.4 Corrective Action. The University supports the resolution of job-performance issues through corrective action in the form of coaching, counseling and, where appropriate, performance improvement plans. Corrective action is not considered discipline but is rather an effort to resolve performance issues short of discipline.

14.5 Types of Disciplinary Actions. Disciplinary actions are as follows: written reprimand, suspension without pay, a performance-based job transfer, or dismissal (or termination) during the term of an appointment. Disciplinary actions will be labeled as such.

14.6 Notification of Disciplinary Actions. For disciplinary actions that will not result in a suspension or dismissal, the ESE and the Union shall be provided with a copy of the disciplinary action. The ESE may request a conference with a Union representative and the supervisor to discuss the discipline prior to the disciplinary action being placed in the ESE's file, but not later than fourteen (14) days from the receipt of the copy of the disciplinary action.

14.7 Pre-Disciplinary Procedure for Serious Discipline. If the University contemplates suspension or dismissal as a disciplinary consequence, the University shall:

14.7.1 Notify the ESE and the Union in writing of the contemplated disciplinary action. The notice shall include a statement of reasons for the contemplated action, which shall include the nature of the alleged violation, the level of discipline contemplated, notice of a right to a pre-disciplinary meeting, and notice of the right to Union representation. Upon request, the ESE shall be entitled to any relevant materials (such as an investigative report), although confidential information and witness statements may be withheld; and

14.7.2 Offer a pre-disciplinary meeting to be held with the supervisor making the disciplinary decision (or designee) at least three (3) business days after the written notice. In any such meeting the ESE will be notified of the charges and given an opportunity to respond.

14.7.3 A pre-disciplinary meeting with the Employer will be considered time worked.

14.7.4 The ESE and the Union will be provided with a copy of the final disciplinary decision.

14.8 Union Representation.

14.8.1 Upon request, an ESE has the right to a Union representative during any investigatory interview conducted by the University that the ESE reasonably believes could result in discipline of the ESE. During any investigatory interview, a participating Union representative will have the opportunity to ask questions, offer additional information and counsel the ESE but may not interfere with the University's right to conduct the investigation.

14.8.2 An ESE shall also be entitled to Union representation at a pre-disciplinary meeting, at which the Union representative may speak on behalf of the employee and shall otherwise be entitled to represent the employee.

ARTICLE 15 – PERSONNEL FILES

15.1 Maintenance of Personnel Files. The University will maintain in the Human Resources Department one (1) personnel file for each employee. The personnel file shall contain information pertinent to an employee's qualifications, record of employment and other information required for business and legal purposes. Access to and use of information in the employee's personnel file shall be restricted to a business or legal purpose. Materials derived from any unknown or anonymous sources will be excluded from the personnel file. In addition to the official personnel file, the University may maintain, as needed, additional employee files relating to ESEs including supervisory files, payroll files and medical files.

15.2 Disciplinary Documents and Performance Evaluations. ESEs will be provided with a copy of disciplinary documents or performance evaluations that are placed in their personnel file within five (5) business days of their insertion.

15.3 Review of Personnel Files. ESEs shall have the right to examine all materials contained in their personnel file. The Union shall be permitted to review personnel files with the written consent of the individual ESE. Personnel file reviews shall be conducted in the presence of a Human Resources representative during business hours. The personnel file shall be made available for review within five (5) business days of the request.

15.4 Requesting copies of Personnel Files. Upon request, the ESE shall be provided a copy of any materials in their personnel file. The University may charge a fee, equivalent to what the University charges for a public records request, for copying any materials beyond the first copy requested by the ESE or their representative.

15.5 Requests for Removal of Material. ESEs will have the right to request the removal or correction of material that the ESE believes to be false, frivolous, irrelevant, or to have been improperly included in their personnel file. The AVP of Human Resources or designee will provide a written response approving or denying any such request within ten (10) business days of its receipt. Adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrongdoing, will be promptly removed from the employee's files; provided that the University may maintain copies of this information in a legal defense file. ESEs may also attach a concise rebuttal statement to any item in the files, and may submit for insertion into their personnel file a reasonable amount of job-related material reflecting on their performance.

15.6 Grievance Files. Files relating to grievances will be maintained separate from employee performance and disciplinary materials and no reference to grievances shall be placed in an individual's personnel file.

15.7 Confidentiality. All materials in the personnel file of an ESE, including supervisory job performance evaluations, shall be confidential except as required to be publicly available under State and/or Federal law. When documents in an employee file are the subject of a public disclosure request under RCW 42.56, the Employer will provide the employee with a copy of the request at least seven (7) calendar days in advance of the intended release date.

15.8 Employment Verification. Upon the ESE's written request/release, the University will respond to employment verification inquiries within five (5) business days of the request.

15.9 Continuation of Rights. ESEs shall have the same rights to their Personnel Files as conferred by this Article for as long as the University maintains a Personnel File, regardless of current employment status as an ESE.

ARTICLE 16 – LAYOFF

16.1 Notice. If an individual accepts an ESE appointment and it is subsequently eliminated prior to its end date, or there is an ongoing and involuntary reduction of the hours of the appointment below the range identified in the appointment letter, the University shall notify the affected individual and the union at least one (1) month in advance of any resulting layoff or hours reduction. In the event that the layoff or hours reduction is the result of a closure of all or part of the University's operations because of a public health or other emergency condition, notice will be provided with a minimum of ten (10) business days.

16.2 Salaried ESEs. For ESEs in salaried positions whose positions are affected by a layoff or involuntary reduction in hours, the University will:

16.2.1 End or reduce the appointment no sooner than the end of the quarter in which the notice of layoff is provided; and

16.2.2 Use its best efforts to place the affected ESE in another salaried, bargaining unit position with a similar term and, if possible, similar compensation.

ARTICLE 17 – WORKLOAD

17.1 Salaried ESEs. Salaried ESEs with a 50% FTE appointment will not be required to work more than an average of twenty (20) hours per week, and shall not exceed thirty (30) hours in a given week except by written mutual consent of the ESE and supervisor. Standard salaried ESE appointments include approximately eleven (11) weeks of work per quarter (e.g., teaching assistantships require work a few days before the start of class and through the submission of grades following finals). Compensation for such salaried appointments will be paid over a 13-week period.

17.1.1 Alternate percentage appointments for salaried ESEs will be directly proportional to the 50% FTE appointment in relation to average workload per week.

17.1.2 In the event that a salaried ESE will have job responsibilities between academic quarters (such as after grades have been submitted), the ESE may coordinate with their supervisor to take alternate time off during the quarter.

17.1.3 If the University determines that the workload associated with a salaried appointment is greater than the allocated FTE, the supervisor will either adjust the workload to the allocated FTE or, upon mutual agreement with the ESE, adjust the FTE of the appointment or add an additional appointment to address the additional workload.

17.2 Hourly ESEs. Hourly ESEs will not be regularly required to work significantly more hours than the estimate or range specified in the appointment letter, or to work any hours for which they are not paid. Unless otherwise specified in the appointment letter, assigned workloads shall not exceed forty (40) hours in any one week, or more than eight (8) hours in any one day without prior written mutual consent by the ESE and the supervisor.

17.3 Compensated Hours. Any work assignment, prep work, required training, job-specific orientation, required meetings, required conferences, and tutee no-shows (including required duties that occur outside of the academic term) shall be considered time worked.

17.4 Meetings. Required meetings will be held during scheduled work hours remotely or in proximity to the worksite.

17.5 Workload Issues. Issues related to workload can be discussed between the parties in the Union-Management Committee.

ARTICLE 18 – HOLIDAYS

18.1 Holidays. The following holidays are observed by the University.

- A. New Years Day
- B. Martin Luther King, Jr. Day
- C. Presidents' Day
- D. Memorial Day
- E. Juneteenth
- F. Independence Day
- G. Labor Day
- H. Veterans' Day
- I. Thanksgiving Day
- J. Native American Heritage Day
- K. Christmas Day
- L. Any newly established University holidays

18.2 Holiday Observance. Holidays that fall on a Saturday will be observed on the preceding Friday. Holidays that fall on a Sunday will be observed on the following Monday.

18.3 Holiday Schedules and Holiday Pay. Hourly ESE's who are required to work on a day observed as a holiday will be compensated at one and one-half (1.5) times their regular hourly rate for all such hours. With approval of the supervisor, an ESE may be permitted to work additional hours during a holiday week to avoid a loss of paid hours.

ARTICLE 19 – LEAVES

19.1 Paid Family Medical Leave. Eligible employees are covered by Washington's Family and Medical Leave Program described in RCW 50A.04. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement.

19.2 Sick Leave.

19.2.1 A salaried ESE whose appointment is 50% FTE will receive twelve (12) hours of paid sick leave per quarter awarded at the start of each appointment period. An eligible ESE will be awarded sick leave on the effective date of the appointment. The amount of paid leave will be prorated for salaried ESEs with appointments other than 50% FTE and/or appointment lengths other than an academic quarter.

19.2.2 The accrual rate for hourly ESEs will be one (1) hour for every twenty (20) hours worked. Sick leave accrues at the end of the month and is available for use the following month.

19.2.3 Sick Leave may be used for:

- A. The employee's mental or physical illness, disability, injury, or health condition that has incapacitated the employee from performing required duties; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.
- B. By reason of exposure of the employee to a contagious disease when the employee's presence at work would jeopardize the health of others.
- C. To allow an employee to provide care for a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or care for a family member who needs preventive medical care.
- D. When an employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a health-related reason or after the declaration of an emergency by a local or state government or agency, or by the federal government.
- E. For bereavement or condolence.
- F. When an employee requests to use sick leave for the purpose of parental leave to bond with a newborn, adoptive, or foster child. Sick leave for this purpose must be taken during the first year following the child's birth or placement.
- G. For reasons related to domestic violence, sexual assault or stalking that affect the employee, the employee's family member or a person with whom the employee has a dating relationship.
- H. To provide emergency child care for the employee's child.

19.2.4 For the purposes of this section, "family" members are any of the following:

- A. A child, including biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- B. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- C. A spouse;
- D. A domestic partner, which includes those who are in registered domestic partnerships or in relationships composed of adults who are living together in a committed family relationship and have reciprocal duties to, and provide financial support for, one another;
- E. A grandparent;
- F. A grandchild;
- G. A sibling.

- H. An individual whose relationship with the employee creates an expectation of care by the employee and who depends on the employee for care.

19.2.5 Once awarded, sick leave is available for use immediately. All sick leave requests must be submitted according to departmental procedures, which shall be described in writing, at the time of hiring and available on departmental websites. Unused sick leave is not paid at separation and is not eligible for shared leave donation. Sick leave frontloaded for salaried ESEs expires at the end of each appointment period; previously accrued sick leave will be reinstated for an hourly ESE who receives an additional hourly appointment within twelve (12) months of the termination of their previous appointment.

19.3 Leave without Pay. Leave without pay for periods lasting more than three (3) workdays may be granted for circumstances outlined in Section 19.2.3. ESEs seeking leave without pay must first use any available paid leave and submit a written request to the AVP of Human Resources or designee in advance of the requested leave if possible. Except as required by law, leave without pay will only be granted where the ESE has a good faith intention of returning to employment. Requests for leave without pay pursuant to this Section will not be unreasonably denied. If the University grants unpaid leave to an ESE to whom the University provides paid health insurance, the University will continue to provide health insurance coverage for a maximum of twelve (12) weeks of unpaid leave during any academic year, provided that paid coverage will not continue beyond the end of the ESE's appointment. An ESE returning from an approved leave of absence will be returned to their position for the remainder of their appointment if the position has not been refilled. If the position has been refilled, the University will use its best efforts to place the ESE in a comparable position for the remainder of the term outlined in the original appointment letter.

19.4 Bereavement Leave. The University will grant an ESE bereavement leave due to the death of a family member (as defined in Section 19.2.4). The period of leave for bereavement shall be up to three (3) calendar days per occurrence; the ESE will be paid for the hours they were scheduled to work on the day(s) missed for bereavement leave, up to a maximum of eight (8) hours per bereavement occurrence.

19.5 Military Leave. ESEs who are called to active military service will be provided leave from their current positions to fulfill their military obligations to the extent required by applicable law. Military leave will be paid to the extent required by applicable law and/or applicable University policy.

19.6 Jury Duty. An ESE shall be eligible for a jury duty leave when summoned for required jury duty service. ESEs are expected to provide notice to their supervisor when they receive a summons. ESEs will be paid for scheduled hours missed due to jury duty. Verification of actual jury duty service shall be provided by the ESE to the University upon request. Jury duty leave will not continue beyond the end date of the ESE's appointment.

19.7 Child Care Emergency. A child care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency child care requirements such as unexpected absence of a regular care provider, unexpected closure of the child's school, or unexpected need to pick up a child at school earlier than normal. ESEs may use paid sick leave (as specified in Section 19.3.3 above) for child care emergencies.

19.8 Request for Leave and Coverage. ESEs are expected to contact the supervisor to request leave as soon as the need for the leave becomes known but not less than one (1) working

day in advance of the commencement of the leave, unless the leave is for an unanticipated circumstance. It is the University's responsibility to make appropriate alternative arrangements to cover the assignment where applicable.

19.9 Leave Without Pay for Reasons of Faith or Conscience. Leave without pay will be granted for reasons of faith and/or conscience for up to two (2) workdays per year as provided below:

19.9.1 Leave without pay will be granted for up to two (2) workdays per calendar year for reasons of faith and/or conscience and/or an organized activity conducted under the auspices of a religious denomination, church (or other religious organization), or other organizations of conscience.

19.9.2 Employees will only be required to identify that the request for leave is for a reason of faith or conscience.

19.10 Administrative Leave. The University may place an ESE on paid administrative leave without prior notice during a University investigation if, in the judgment of the University, the circumstances warrant promptly relieving the ESE from all work duties and/or require removing the ESE from the premises.

19.10.1 The Union will be promptly notified when an ESE is placed on paid administrative leave.

19.10.2 Paid administrative leave is not discipline.

19.10.3 While on paid administrative leave, ESE's are expected to remain available, with reasonable notice, to respond to University requests or participate in investigatory processes as required during their normal working hours.

19.10.4 At the conclusion of an investigation, if no disciplinary action is taken, no record of administrative leave will be placed in the ESE's personnel file.

ARTICLE 20 – IMMIGRATION

20.1 Immigration Support. The University shall work with ESEs to accommodate any appointments and/or hearings with respect to immigration or citizenship status of the employee, spouse, domestic partner, child, or parent. These accommodations may include granting unpaid leave for scheduled work missed due to such appointments and/or hearings.

20.2 Work Authorization.

20.2.1 No ESE covered by this Agreement shall suffer any loss of job level or compensation, due to any legal changes in the ESE's name or social security number.

20.2.2 If during the term of an appointment an ESE is unable to return to the United States as a result of their immigration status or for reasons outside of their reasonable control (e.g., administrative processing), and/or it becomes clear that the University is not able to lawfully continue to employ an ESE as a result of the ESE's immigration status, the University agrees to meet with the ESE and their Union representatives to discuss potential re-employment into their prior position or another position if they re-establish eligibility for employment.

20.3 Housing Support. The University will provide guidance and resources regarding housing options to international students relocating to the U.S.

ARTICLE 21 – HEALTHCARE

21.1 Benefits. Current medical, dental and vision benefits under the University's student health insurance plans are included in Appendix A.

21.2 Utilization Data. The University will provide the Union with utilization reports as they become available.

21.3 Joint Union – Management Meetings. The University and Union will meet at the start of the University's renewal process to discuss the status of all medical, dental and vision insurance plans used by ESEs, including review of the plan, experience summary reports, plan census information, and trend information. Pertinent information shall not include proprietary data, formulas or personal health information.

21.4 Requests for Proposals. At the initial meeting in a renewal cycle, the University and Union will discuss whether to automatically renew the plan or initiate a Request for Proposals (RFP). The University may automatically renew the plan annually if the plan benefits do not change, with prior notice to Union. If the University initiates an RFP to determine the plan insurer, the University will consider proposals with input from the Union. The final determination will be made by the University. The University will provide the Union with the renewal plan documents and related filings with the Washington State OIC.

21.5 Employer Contribution. Graduate ESEs in salaried positions of at least 0.25 FTE shall receive 100% premium coverage for the University-sponsored student health insurance plan during the term of their appointment if they elect coverage. ESEs may, at their election and expense, ensure dependents and obtain additional insurance offerings subject to the terms of the insurance plans.

21.5.1 Summer Quarter. An ESE eligible for the University-sponsored health insurance plan for Fall, Winter and Spring of the academic year who has a reappointment in the following academic year will receive the same premium coverage for the Summer Quarter.

ARTICLE 22 – DEPENDENT CARE

22.1 Dependent Care. The University and the Union recognize that family life has a significant impact upon employees' work lives. ESEs shall have access to the University's Child Development Center on the same basis as other University students.

22.2 Dependent Care Advisory Committee. Within six (6) months of the effective date of this Agreement, the University will establish or designate a committee or subcommittee comprised of campus stakeholders and University representatives with the goal of improving access to affordable childcare, as well as other dependent-care related improvements. The Union will be permitted to appoint a representative to this committee.

ARTICLE 23 – HOUSING

23.1 Shared Interest. The Union and the University share the concern that ESEs and their families need safe, affordable and adequate housing.

23.2 WWU Housing. All ESEs shall be eligible for University housing according to University policies and procedures.

23.3 Housing Safety Notification. The University shall provide notice to residents of known health, safety and security issues in WWU Housing, including but not limited to: unit maintenance, criminal activities, repairs.

ARTICLE 24 – PARKING AND TRANSIT

24.1 General Conditions. The University and the Union agree reducing the University's carbon footprint is a mutual goal.

24.2 Transit Passes. Upon request, an ESE who is working during a quarter in which they are not enrolled as a student, including summer, will be provided a transit pass covering bus transit on Whatcom Transportation Authority and Skagit Transit buses. Requests must be submitted to Transportation Services.

24.3 Parking. ESEs will be eligible to park in designated University parking areas in accordance with University policies and this contract. The University may establish and charge parking fees, assess fines for violations of motor vehicle and parking regulations, order the removal of vehicles parked in violation of regulations at the expense of the violator, and seek collection of any unpaid fines. The University will provide thirty (30) calendar days advance written notice to the Union of any proposed change or increase in annual or quarterly permits and hourly rates for parking access.

24.3.1 In the event another group of University employees, not covered by this Agreement, is permitted to purchase employee-parking permits at a lower rate, the lower rate will automatically be applied to ESEs.

24.4 University Transportation Advisory Committee. The Union may name up to two (2) representatives (with the ability to cast a single vote) to serve on the University's Transportation Advisory Committee. Attendance at University Transportation Advisory Committee meetings by an appointed ESE will be considered time worked.

ARTICLE 25 – ACCOMMODATIONS

25.1 Accessible Workspaces. The Union and the University agree that it is a shared goal for all ESEs to have accessible workplaces.

25.2 Reasonable Accommodations. The University shall provide reasonable accommodation to qualified ESEs. This may include modification or adjustment to a job, work environment, policy, practice, or procedure that enables a qualified ESE to complete the essential functions of the position. An interactive process shall be used to determine what, if any, reasonable accommodation will be made and to monitor the continuing effectiveness of the accommodation.

25.3 Interactive Process. An ESE who believes they may be in need of employment accommodation or support measures may notify their supervisor, department, or appropriate University office of their request.

25.3.1 When an ESE makes a request under this Article, the parties will engage in an interactive process, which is an ongoing dialogue between the ESE and appropriate University representatives (e.g., supervisor, departmental administrator, department or unit head, a disability services representative, and/or other appropriate University administrators). Both the University and the ESE are expected to participate in the interactive process in good faith.

25.3.2 Within five (5) business days of receiving an initial request for reasonable accommodations, the University will acknowledge the request, thus initiating the interactive process. Throughout the interactive process, the University and ESE will engage in reasonably timely communications, taking into consideration the ESE's unique circumstance, consisting of responses within no more than a week.

25.3.3 During the interactive process, the University considers information related to the essential functions of the job, the ESE's functional limitations and/or unique circumstances, possible accommodations, and issues related to the implementation of a reasonable accommodation. This information will be used by the University to determine the type of reasonable accommodation(s) that may be offered and the implementation process. If feasible, the University will present multiple options for reasonable accommodation to the ESE to consider, and the ESE will determine which accommodation(s), if any, will be implemented.

25.3.4 ESEs may involve a support person to assist in the interactive process, which may be a Union representative.

25.3.5 If requested by the ESE, the supervisor/department administrator, in consultation with the appropriate University administrators may implement an appropriate temporary work adjustment that allows the ESE to complete the essential functions of their job until the interactive process is completed.

25.4 Disability Related Accommodations.

25.4.1 If an ESE believes they have a disability and are requesting a modification or adjustment to a job, work environment, policy, practice, or procedure, the ESE should contact HR disability services. The disability services representative will engage in a dialogue about disability related limitations and possible reasonable accommodations with the ESE and may request documentation from a health care provider explaining the extent of the ESE's disability related limitations and the need for accommodation. The definition of disability is included in the University's Accommodating Persons with Disabilities policy, which is available here: <https://policy.wvu.edu/POL-U1600.03-Accommodating-Persons-With-Disabilities>.

25.4.2 Options for reasonable accommodation may include, but are not limited to: assistive devices; modification of existing facilities; restructuring the job to eliminate non-essential job functions; and leaves of absence.

25.5 Pregnancy and Postpartum Accommodations. The University provides reasonable pregnancy and postpartum workplace accommodations.

25.5.1 The University will allow adequate reasonable break time for an ESE to express breast milk when needed. ESEs shall have access to spaces for the purpose of expressing breast milk which will be a private location (locked and with no view in from the outside), other than a bathroom. If no such designated space exists in reasonable proximity to an ESE's work location, the University will work with the ESE to identify a convenient location and work schedule to accommodate their needs. ESEs shall also have access to a sink with soap for the cleaning and care of pumping equipment nearby the lactation space. In the event a lactation space does not have insulated storage for storing expressed milk, ESEs should contact Human Resources to find an appropriate storage space.

25.5.2 The University shall maintain a web page listing the designated lactation stations. These lactation stations will be available to all ESEs.

25.5.3 If requested by an ESE, the University will allow the following as a pregnancy or postpartum accommodation (1) provide more frequent, longer, or flexible restroom breaks, (2) modify a no food or drink policy to allow for breaks to eat or drink, (3) provide seating or allow the employee to sit more frequently if their job requires them to stand, and (4) limit work-related lifting demands to not over seventeen (17) pounds or less without the need to provide written certification from a health care provider.

25.5.4 In addition, a pregnant ESE may request other workplace accommodation(s). The University and the ESE will engage in an interactive process and the University will consider, on a case-by-case basis and in accordance with applicable law, what if any accommodations will be made. The University may request documentation from a health care provider discussing the extent of the limitations and the need for additional accommodations not listed above.

25.6 Violence Related Safety Accommodations.

25.6.1 An ESE may request reasonable safety accommodations in response to threats, an incident, or incidents of violence (e.g. sex and gender-based violence, intimate partner violence, sexual assault, or stalking). Reasonable safety accommodations may include, but are not limited to:

- A. leave from work, when other solutions are unavailable
- B. transfer, reassignment, and modified schedule
- C. changed work telephone number, changed work email address, and changed workstation
- D. installed lock, implemented safety procedure, or any other adjustment to a job structure, workplace facility, or work requirement.

25.6.2 The University may request verification in support of a request for domestic violence leave but may implement support measures or accommodations in advance of receiving verification. Appropriate documentation can include:

- A. police reports or court documents
- B. an employee's written statement
- C. a statement from a provider, clergy, attorney, or advocate

ARTICLE 26 – ANTI DISCRIMINATION AND HARASSMENT

26.1 Non-Discrimination. Neither the University nor the Union shall discriminate or harass any ESE on the basis of race, ethnicity, color, national origin, age, citizenship or immigration status, pregnancy, use of protective leave, genetic status, sex, sexual orientation, gender identity, gender expression, marital status, creed, religion, veteran or military status, disability, the use of a trained guide dog or service animal by a person with a disability, union activity, or any other protected status as defined by applicable law or University policy.

26.2 Discriminatory, Gender-Based and Sexual Harassment. The University prohibits discriminatory, gender-based, and sexual harassment. Definitions and examples of prohibited gender-based and sexual harassment can be found in the University’s policy Ensuring Equal Opportunity and Prohibiting Discrimination and Retaliation which is available here: <https://policy.wvu.edu/POL-U1600.02-Ensuring-Equal-Opportunity-and-Prohibiting-Discrimination-and-Retaliation>.

26.3 Retaliation. The University prohibits adverse action, which may include intimidation, threats, coercion, or discrimination against any individual because the individual has (or is perceived to have) made a report or complaint, or participated in an investigation, proceeding, or hearing under the University’s policy Ensuring Equal Opportunity and Prohibiting Discrimination and Retaliation or this contract. Retaliation may include conduct that would discourage a reasonable person from reporting prohibited conduct.

26.4 Micro-Aggressions. Micro-aggressions are everyday exchanges— including words and actions—that denigrate and exclude individuals based on their membership in a group or class of individuals. The Union and the University shall work to educate the campus population about microaggressions and to minimize the harm they may cause. The Union and University shall meet, upon request, up to three (3) times per calendar year to evaluate progress on this goal.

26.5 Workplace Behavior. The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not further the University’s business needs, employee well-being, or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect. If an ESE believes they have been subjected to inappropriate workplace behavior, they are encouraged to report this behavior to the ESE’s supervisor, a manager in the ESE’s chain of command and/or the Human Resources Office.

26.6 Resolution Procedures.

26.6.1 ESE’s who feel they have been the subject of discrimination and/or harassment, including sexual harassment, are encouraged to address these issues and seek resolution. ESEs are encouraged to address these issues, if they feel comfortable doing so, by speaking to their supervisor or seeking assistance from the Civil Rights and Title IX Compliance Office (“CRTC”). If the CRTC deems these issues inappropriate for CRTC investigation, it will inform the ESE and, if appropriate, refer the matter to another University office.

26.6.2 In cases where the Union or an ESE files a grievance alleging discrimination or harassment, the University will forward the grievance to the CRTC. The Union and the University may, by mutual agreement, hold such a grievance in abeyance while the CRTC reviews the complaint.

26.6.3 Timeline. An ESE shall have 120 days to submit a grievance alleging a violation of this article.

26.6.4 When appropriate, the University will offer supportive measures when a complaint or grievance is filed related to harassment or discrimination. Supportive measures include measures designed to protect the safety of all parties and/or the University's educational environment and/or to deter sexual harassment or retaliation. Wherever possible, these supportive measures should ensure ESEs' ability to continue working. If the University directs an ESE to remain out of the workplace during an investigation, the ESE shall be immediately placed on paid administrative leave as described in Section 19.10.

26.6.5 The University shall respond promptly to reports of behavior prohibited by this Article. Where there is a determination that discrimination or harassment has occurred, the University will take prompt and effective measures to remediate the discrimination or harassment.

26.6.6 Representation. The ESE (as a Complainant, Grievant, Respondent, or Witness) shall have the right to be represented by an advocate of their choice, including a Union representative, in any process conducted by the University relevant to this Article.

26.7 Equity Survey. When performing the campus climate assessment required by RCW 28B.10.147 the University shall collect ESE status information. The University shall provide the results of the assessment to the Union.

26.8 Gender-Neutral Restrooms. The University and the Union recognize the importance of having safe and accessible restroom facilities. The University has committed to equipping newly constructed facilities with gender-neutral restrooms and a plan to update existing facilities over time as part of campus capital renovation projects. The University will maintain a map of gender-neutral restrooms on its website. Upon request, the University will provide an ESE with the location of the gender-neutral restroom nearest to their worksite.

26.9 Policies. The University shall provide ESEs with information about its non-discrimination and harassment policies during new employee orientation and through periodic employee trainings.

ARTICLE 27 – TITLE IX

27.1 Pursuant to Title IX of the Education Amendments Act of 1972, institutions of higher education are required to develop policies and procedures to prevent and respond to sexual violence, to train employees and students in their rights and responsibilities under Title IX, and to properly process, investigate, and adjudicate sexual misconduct allegations. The University's policies and procedures incorporate specific requirements of the federal law and regulations governing processing of complaints, conducting investigations and adjudications, imposing disciplinary sanctions, and resolving appeals.

27.2 Following ratification of this Agreement, the University and the Union agree to meet and discuss: (a) whether and to what extent Title IX requirements impact certain discipline processes applicable to ESEs and appeals from those discipline processes; and (b) clarification of how discipline matters involving Title IX claims will be resolved.

ARTICLE 28 – EMPOWERING PREVENTION AND INCLUSIVE COMMUNITIES

28.1 EPIC Training. The University will provide interactive, in-person Empowering Prevention and Inclusive Communities (“EPIC”) training for ESEs beginning September, 2025. Attendance will be considered time worked for all ESEs.

28.2 Training Content. The training curriculum will be aimed at preventing sexual harassment and discrimination and responding appropriately to it when it does occur, and the identification and discussion of the intersectional power dynamics in ESE work situations.

28.3 Training Development. The content of the training will be developed and modified over time jointly between the University and the Union and based in part on the advice and feedback provided by the University community. Within one (1) year of ratification a joint union management committee will meet to draft an outline of the training and finalize any program logistics.

28.4 Peer Facilitation. The training for ESEs will be facilitated by student employees whenever possible. Work done as a peer facilitator will be paid.

ARTICLE 29 – UNION RIGHTS

29.1 Employee Reports. The University will provide the Union with the following reports, in spreadsheet format:

29.1.1 Each pay period a Jobs Report with one row per job in the bargaining unit, with the following information:

- A. Employee Contact Information:
 - 1. Name, including Preferred Name
 - 2. Personal Pronouns, if self-reported
 - 3. WWU Email
 - 4. Personal Email, if self-reported
 - 5. Address, W2/Employee Permanent
 - 6. Phone, W2/Employee Permanent
 - 7. Cell Phone, if self-reported
 - 8. Medical Plan Enrollment
- B. Job Information:
 - 1. Job Status
 - 2. Job Effective Date (the most recent change date)
 - 3. Job Begin Date (the begin date of their job)
 - 4. Job End Date (the end date of their job)
 - 5. Job Title
 - 6. Job Level (e.g. 1, 2, 3)
 - 7. Job Class Code (e.g. hourly, salaried)
 - 8. TimeSheet Organization
 - 9. TimeSheet Approver Name
 - 10. Last Paid Date
 - 11. Job Percentage

12. Job FTE
13. Hourly Rate
14. Salary or Stipend Rate

29.1.2 Each pay period a Payroll Report with one row per job for which a unit member received payment during the pay period. Information should include:

- A. Employee Contact Information:
 1. Name, including Preferred Name
 2. WWU Email
- B. Job Identifying Information:
 1. Position Number
 2. Position Suffix
 3. Job Title
- C. Pay Information:
 1. Regular Hours Logged
 2. Sick Hours Logged
 3. Pay Rate
 4. Total/Gross pay

29.1.3 Each pay period, a Report on Job Changes in Pay Period with one row per job change that occurred during the pay period, where job changes include any changes to Job Title, Job Level, TimeSheet Organization, Hourly Rate, Salary/Stipend Rate, FTE, Start Date, or End Date. Jobs that have been ended or marked inactive during this pay period should be included. Information should include:

- A. Employee Contact Information:
 1. Name, including Preferred Name
 2. WWU Email
- B. Job Identifying Information:
 1. Position Number
 2. Position Suffix
 3. Job Title
- C. Appointment Change Information:
 1. Type of job change
 2. Date of job change
 3. Job Change Reason, as applicable
 4. Current Job Status

29.1.4 Each pay period, a Union Dues Report with one row per employee in the bargaining unit in each pay period. Information should include:

- A. Employee Contact Information:
 1. Name, including Preferred Name
 2. WWU Email
- B. Union Dues:
 1. Union Dues Deducted

2. Union VCAP Deducted
3. Union Initiation Fees Deducted

29.1.5 Each quarter, a Separation Report with one row per employee identifying ESEs who were in the bargaining unit the previous quarter who are no longer enrolled.

E. Employee Contact Information:

1. Name, including Preferred Name
2. WWU Email

29.1.6 The parties shall mutually agree to changes to the formatting, terminology, or source data of fields on these reports.

29.2 Release Time for Bargaining. The University shall provide paid release time from their regular working hours for up to seven (7) ESEs designated by the Union for the purpose of bargaining a replacement agreement. ESEs will coordinate with their supervisor(s) to minimize any disruption of their employment duties associated with their participation in bargaining.

29.3 Facilities Access.

29.3.1 The University's campuses and facilities may be used by the Union to hold meetings subject to University policies and procedures and payment of published rental charges, if any.

29.3.2 The University will provide space on designated, existing bulletin boards for the posting of official Union notices. Material posted on the bulletin board must comply with WAC 516-35-030 (governing the use of University property) and state ethics laws.

29.3.3 Union representatives will have access to the University's non-secure offices or facilities to carry out representational activities, provided that the representative's access will not interrupt the normal operations of the University. Unless otherwise permitted by this Agreement, ESEs may not record as work time any time spent performing Union business.

29.4 Union Stewards. The union may elect or appoint union stewards:

29.4.1 The union will provide the university with the names and jurisdictions of its stewards.

29.4.2 The University will provide release time to a Union steward for representing an ESE in an investigatory interview or disciplinary conference, participating in meetings with management as part of the grievance procedure, or participating on behalf of the Union in committee meetings with management that are identified in this Agreement. Stewards are expected to coordinate their use of release time in advance with their supervisors.

29.5 Publishing of the CBA on the University Website. The University will make a copy of this collective bargaining agreement (CBA) available on the University website, alongside the CBAs of the other unions at the University.

29.6 Orientations.

29.6.1 The University and the Union agree that every ESE should have access to a union orientation when starting a new job.

29.6.2 Effective September 16, 2024, the University will provide new hire orientation on a monthly basis. The Union will be provided a 30-minute time slot at these orientations to communicate with employees represented by the Union.

29.6.3 Upon advance request provided to Human Resources, the Union will be provided a 30-minute time slot at any workplace's new-hire orientation addressing a group of new bargaining unit employees.

29.6.4 In workplaces that do not conduct group orientations for new employees, upon advance request provided to Human Resources, the Union will be provided a 30-minute time slot and a space to hold a union orientation for new ESEs.

29.6.5 Time spent by an ESE attending a Union orientation session following their initial hire by the University will be considered time worked. Employees may only claim one union orientation as paid time.

29.7 Supplies and Equipment. The Union and its membership will not use state-purchased supplies or equipment to conduct Union business or representational activities. This does not preclude the use of the University's network for representational activities if the use complies with State ethics laws and regulations and does not disrupt or distract from the University's business.

29.8 Union Materials. The University will post on its Human Resource website Union-provided electronic versions of the Union's Welcome Packet and shall provide links to the packet to each new bargaining unit member during the hiring process.

ARTICLE 30 – UNION MEMBERSHIP

30.1 Union Membership. Employees who are covered under this Agreement may choose to execute a Union membership and payroll deduction form.

30.2 Dues Authorization. Upon written notification to WWU Payroll Services from the Union of an ESE's written authorization, the University shall deduct Union dues and any initiation fees from each paycheck. The Union shall transmit to the Employer the name and Employee ID number of employees with new or changed deduction authorizations. The Employer will implement new or changed dues authorizations as soon as reasonably practical, but no later than the second payroll following its receipt of written notice from the Union.

30.3 Changes in Dues Amounts. The Union will provide the University forty-five (45) days' advance notice of a change in the amounts for membership dues and any initiation fees.

30.4 Revocation. If an ESE contacts the University to request that payroll deduction be ended, the University will promptly refer the ESE to the Union to process the request. An ESE may revoke their authorization for payroll deduction of payments to the Union by written notice to the Union in accordance with the terms and conditions of their authorization. The University will end dues deduction no later than the second payroll after receiving written notice from the Union that an ESE has revoked authorization.

30.5 Payment to the Union. The University will remit a payment for all deductions to the Union electronically at the end of each pay period.

30.6 Indemnification. The Union agrees to indemnify, defend and hold the University harmless from any and all claims, actions, or liabilities that arise out of or by reason of actions taken by the University pursuant to this Article, including reimbursement for reasonable legal fees or expenses incurred in connection with any such claim, action or liability.

ARTICLE 31 – UNION VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)

31.1 Authorization for Voluntary Deduction. Upon presentation of a signed authorization form executed by an ESE, the University agrees to provide a voluntary check off for the UAW Voluntary Community Action Program (VCAP) in accordance with the following provisions:

31.1.1 The authorization form must be mutually agreed upon by the parties and contain specific WWU payroll language as determined by the University.

31.1.2 The UAW will verify the ESE is an active dues paying member prior to submitting the VCAP authorization form to WWU Payroll Services.

31.1.3 The VCAP deduction will be divided equally between the two (2) monthly paychecks.

31.1.4 This provision is for regular recurring payroll deductions and shall not be used for one-time deductions.

31.1.5 An ESE may discontinue the VCAP deductions at any time upon written notification to WWU Payroll Services. WWU Payroll will update VCAP deductions at the same time as union dues deductions.

31.1.6 VCAP collections less any processing charges will be remitted to the UAW VCAP on a per pay period basis.

ARTICLE 32 – UNION MANAGEMENT COMMITTEE

32.1 Purpose and Scope. A joint Union-Management Committee shall be formed to provide a forum for communication between the parties and to promote constructive union/management relations. Committee meetings will be used for discussions only. The Committee will have no authority to conduct any negotiations or modify the provisions of this Agreement. Issues subject to an active grievance will not be discussed in the Union-Management Committee meetings.

32.2 Committee Meetings. The Union-Management Committee will consist of up to five (5) individuals designated by WAWU-UAW and up to five (5) individuals designated by the University. Meetings will be held once an academic quarter (Fall, Winter, Spring, and Summer) at mutually agreed upon times and on an ad-hoc basis as needed. Agenda items will be exchanged at least two (2) business days prior to the meeting date.

ARTICLE 33 – MANAGEMENT RIGHTS

33.1 Rights. Management of the University is vested exclusively in the University. Except as otherwise provided in this Agreement, management rights of the University include the rights to:

33.1.1 Plan, direct and control all operations and services of the University, including its mission, strategic direction, service levels, staffing and resource requirements.

33.1.2 Develop, interpret, amend and enforce written policies, procedures, and reasonable rules governing the workplace.

33.1.3 Determine the methods, means and organization by which University operations and services shall be undertaken and accomplished.

33.1.4 Discipline or terminate employees for just cause.

33.1.5 Assign work and work locations and schedule the hours of work.

33.1.6 Establish the duties and responsibilities of employees.

33.1.7 Establish work performance standards and implement policies and procedures for evaluating the performance of employees.

33.1.8 Plan and implement any reductions in force, including the identification of the specific position(s) or job classifications affected by a reduction in force.

33.1.9 Recruit, hire and promote employees based on standards established by the University.

33.1.10 Require additional training and assign employees to complete any such training.

ARTICLE 34 – STRIKES

34.1 Nothing in this Agreement permits or grants to employees the right to strike or refuse to perform their official duties.

34.2 Any action of an employee in refusing to cross, for their own personal safety, a picket line at the University’s premises in case of an officially declared and recognized strike by another employee union representing employees working for the University shall not constitute a violation of this Article, provided that such a decision shall be made freely by the employee without coercion by either the University or the Union provided further that nothing herein shall preclude the University from continuing to operate the University with or without temporary replacement personnel. If an employee chooses to not cross a picket line under this provision, and chooses to not be or cannot be reassigned to an alternate work location, the employee must report time they are absent from work as leave without pay.

ARTICLE 35 – DURATION

35.1 **Term of Agreement.** This Agreement shall become effective and will remain in effect from the date of ratification by the parties until January 31, 2027.

35.2 **Successor Agreement.** Unless otherwise agreed, the initial bargaining session for the successor agreement will take place no later than October 1, 2026.

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this _____ day of June 2024.

International Union, United Automobile, Aerospace and Agricultural Implementation Workers of America (UAW), AFL-CIO and its Local Union: Western Academic Workers United (WAWU)

President, Western Chapter

For Western Washington University:

Liz Parkes
Associate Vice President for Human Resources

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees
FROM: Faith Li Pettis, Chair, Board of Trustees
DATE: June 14, 2024
SUBJECT: **Board Chair Report**
PURPOSE: Information Item

Purpose of Submittal:

Board Chair Faith Pettis will report to members of the Board and President Randhawa and his staff on topics related to the Board of Trustees.

- a. Resolution 2024-01, Recognizing the Service of Trustee Max Stone



RESOLUTION NO. 2024-01

**A RESOLUTION OF THE BOARD OF TRUSTEES OF
WESTERN WASHINGTON UNIVERSITY**

RECOGNIZING THE SERVICE OF TRUSTEE

Max Stone

WHEREAS, MAX STONE of South Surrey, British Columbia had the distinction of being the twenty-fifth student appointed by the Governor to the Western Washington University Board of Trustees, serving from July 1, 2023, through June 30, 2024; and

WHEREAS, MAX STONE has contributed to the increased stature and mission fulfillment of Western Washington University through his insightful and articulate engagement in numerous policy discussions and decisions affecting the University, both in meetings of the full Board and as a member of the Board's Academic Affairs and Student Success Committee; and

WHEREAS, MAX STONE prepared carefully and offered his perspectives as a student and as a fiduciary for the State of Washington; and

WHEREAS, MAX STONE has shown leadership and built community on Western's campus as Captain of the Rugby Team and President of the Philosophy Club; and

WHEREAS, MAX STONE is graduating from Western Washington University with a double major in History and Philosophy; and will receive the additional honor of being named the Presidential Scholar for the College of Humanities and Social Sciences; and upon graduation he will then be a proud Alumni of Western Washington University; and

NOW, THEREFORE BE IT RESOLVED by the Board of Trustees of Western Washington University that **MAX STONE** is hereby honored for outstanding service and dedication to the University and is extended the gratitude and best wishes of the entire University community.

PASSED AND APPROVED by the Board of Trustees of Western Washington University at its meeting on June 14, 2024.

ATTEST:

A handwritten signature in black ink, appearing to read "Faith Li Pettis".

Faith Li Pettis, Vice Chair

A handwritten signature in black ink, appearing to read "Chris Witherspoon".

Chris Witherspoon, Vice Chair

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees

FROM: Sabah Randhawa, President

DATE: June 14, 2024

SUBJECT: **University President Report**

PURPOSE: Information Item

Purpose of Submittal:

President Randhawa will present brief reflections on issues of interest to the Board.

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees
FROM: Brandon Dupont, Faculty Senate President
DATE: June 14, 2024
SUBJECT: Faculty Senate Report
PURPOSE: Information Item

Purpose of Submittal:

Faculty Senate President Brandon Dupont will present brief reflections on faculty issues of interest to the Board.



Faculty Senate
Old Main 355

Email: faculty.senate@wwu.edu

Website: facultysenate.wwu.edu

Phone: 360-650-3403

Faculty Senate Report to Board of Trustees

June 14, 2024

Dear Trustees,

In this final report for the 2023-24 academic year, I have summarized what I see as the key work of the Faculty Senate this year.

As we began the year in September, the Faculty Senate office needed significant restructuring. We had two standing committees that had not met since 2018, and minutes of our meetings were not being produced. Fortunately, we were able to make significant structural changes that I believe will have long-term positive impacts in supporting the Senate and its important role in shared governance.

In December, we hired a new Faculty Senate Specialist Becky Johnston who has done exceptional work on behalf of the Senate over the five short (but eventful!) months since she joined the WWU community. Becky has taken the lead in improving communication with the colleges, the Senate standing committees, and the full Senate. She has also been a trusted and valued advisor for me as we navigated the events of the past several months. We have also had valuable support from Abby Peterson, a graduate student who has done excellent work producing minutes for meetings of the Faculty Senate and ACC.

We have also successfully revitalized two important standing committees of the Senate that had not met for several years. As I pointed out in my first report to you for this academic year, the Senate could not effectively do its work with two of our five standing committees not functioning.

The Senate Outreach and Continuing Education (OCE) Committee was reconstituted in the fall quarter and has been meeting throughout the academic year. The OCE committee is charged with the following important tasks:

- Provides advice on current and future policies, procedures, and programs offered or considered by or through Extended Education to the Senate and relevant committees
- Discusses ideas about Outreach and Continuing Education programs
- Reviews and assesses the activities and direction of Outreach and Continuing Education
- Reports annually during the winter term to the Faculty Senate and ACC the following:



- the mission and budget of Outreach and Continuing Education
- programs run through Outreach and Continuing Education
- students served during the previous academic year, including summer term
- the number of undergraduate and graduate courses offered for credit during the previous academic year, broken up by program, site, mode of delivery, and type of faculty (NTT or T/TT)

The Senate Library Committee (SLC) was also reconstituted in the fall quarter and has also been meeting through the academic year. The SLC committee is charged with the following important tasks:

- Reviews documents provided by the Dean of Libraries
- Provides advice on current and future policies and procedures relating to the library's collections, services, facilities and budget
- Introduces the Dean of Libraries to the opinions and sentiments of the faculty at large
- Assists, by way of recommendations, the development of library collections to improve levels of information literacy and research for faculty, students, and staff

We have also worked to improve communication with faculty across campus and with college and university leadership. We have worked on the following specific improvement to our communications:

- Clearer and more regular communication with college faculty governance bodies, especially on elections procedures.
- Regular blog posts that are distributed to campus.
- Occasional emails to all faculty with important information and reminders.
- New quarterly meetings (along with the UFWW president) with the Council of Deans.
- New and vastly improved Faculty Senate website with important resources for faculty (thanks to Jamie Lawson and Becky Johnston for the work on this).

The Senate restructured the UPRC this year, opting to replace that committee with a Budget Representative and a Deputy Budget Representative, both of whom will sit on the University Budget Committee and report regularly to the Faculty Senate (and our Executive Council). The full rollout of this structure will not happen until the fall quarter, but we are optimistic that it will help pull key budget-related discussions into the Senate Exec and into the full Faculty Senate as needed.



The Faculty Senate-sponsored forum on Academic Freedom and Free Expression was our first venture into what I hope is an ongoing series of campus-wide events like this. As I described in greater detail in my April report, we had an engaging discussion with Dr. Jennifer Ruth (Portland State University) and Dr. Thomas Merrill (American University) on the differences between free expression and academic freedom, and the ways that the American University Faculty Senate developed specific approaches to supporting these principles.

While we have a little more work to do, we made considerable progress revising the Faculty Handbook this year. Our ad hoc committee met regularly throughout the year and the full Senate approved a new preface, a new constitution, and the bulk of our bylaws.

As a reminder, the committee has proposed a new organization for the Faculty Handbook that we believe will make it a more useful reference for faculty. The new organization will be as follows:

Preface: Based on Current Handbook

Section 1: Constitution & Bylaws of Faculty Senate & Senate Standing Committees

Section 2: Statement on Academic Freedom

Section 3: Code of Faculty Ethics

The ad hoc committee will continue its work and we expect to complete the remaining sections on academic freedom (Section 2) and our code of faculty ethics (Section 3) in the fall quarter. I anticipate that the fully revised handbook will be presented to you for approval at the December 2024 meeting.

Our standing committees have done excellent work throughout the academic year.

The **Academic Coordination Commission** (ACC), chaired by Kristi Tyran, had a busy year approving 875 curriculum proposals via Curriculog (Western's curriculum management software tool). The number jumps to 1,008 total if large-scale memo approvals are included, a 37% increase over the 2022-23 academic year. ACC averaged 59.3 curriculum approvals every two weeks (15 meetings) from October through May. As noted in its [year-end report](#) to the Faculty, Senate, "Throughout this process, the ACC discussed how to improve the Policy on Credit Hours and how to provide additional guidance to meet the accreditation and Federal regulatory requirements regarding Regular and Substantive Interaction (RSI). The resulting Policy revision



and additional RSI Guidance Document were solidly based on our experience with the 166 alternate modality proposals approved during the year.”

The **Academic Technology Committee (ATC)**, chaired by Derek Moscato, has been focused on Artificial Intelligence and recommendations for the Student Technology Fee. Thanks to support from the university and colleges, and the hard work of ATC members from prior committees, ATLAS.ti was rolled out for the Western community in 2022. ATLAS.ti is a qualitative research tool that can be used for coding and analyzing transcripts & field notes, building literature reviews, creating network diagrams, and data visualization.

The **Senate Outreach and Continuing Education Committee (SOCEC)**, chaired by Jennifer Seltz, has worked on the College in the High School program, and issues around the non-credit certificate partnerships programs offered through OCE. They also revised their bylaws as part of our broader work to update the Faculty Handbook. Their full year-end report to the Faculty Senate is [available online](#).

The **Senate Library Committee (SLC)**, chaired by Blanca Aranda and then by Eva Gil, worked on a faculty survey focused on three thematic areas:

- (1) Support Resources: Research & Writing Studio/Tutoring Center; AI Issues/Concerns; Copyright; Faculty Retreat/Programming; Budget
- (2) Collections: Access; Awareness; Budget
- (3) Communications: Targeted outreach to departments; General information sharing

The final year-end report of the SLC was delayed due to the WAWU strike.

Finally, the Senate has had several discussions about the WAWU strike and the protest/encampment. The difficult issues around the encampment have highlighted for me and many of my colleagues the work we have before us to build a vibrant university community that welcomes diverse perspectives and teaches our students to do so rather than trying to isolate from those with whom they disagree. I hope that we can embrace the foundational values of viewpoint diversity and respectful disagreement as we move into the next academic year and beyond. I also hope we can recommit to the values of academic freedom, which is a core responsibility of the university.

I end my final report as Faculty Senate president by thanking you for the work you do on behalf of the university and for your attention to the issues that come before the Faculty Senate. Dr. Michael Slouber will begin his term after the June commencement and will be meeting with you



Faculty Senate
Old Main 355

Email: faculty.senate@wwu.edu
Website: faculty.senate.wwu.edu
Phone: 360-650-3403

on behalf of the Senate throughout the 2024-25 academic year. The Faculty Senate will certainly be in good hands as Dr. Slouber has already proven to be a thoughtful leader of the Senate throughout this year as Vice President.

Sincerely,

Brandon Dupont
Faculty Senate President

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa on behalf of the Associated Students

DATE: June 14, 2024

SUBJECT: **Associated Students**

PURPOSE: Associated Students Report

Purpose of Submittal:

AS President Keara Ryan will brief the Board of Trustees on recent activities of the Associated Students.

ASWWU Report to WWU Board of Trustees

June 2024

Presented by Keara Ryan, AS President

Dear Trustees,

Thank you for the opportunity to update you on the activities of the Associated Student Government for the final time in the 2023-2024 academic year. Serving as the Associated Students President has been a great honor. Before I begin my report, I want to recognize the invaluable service of all ASWWU Student Government members and the support from our advisors and student government assistants.

The Encampment

Over the past month, I have been deeply impressed by the resilience displayed by students, administration, staff, and faculty as our campus navigated several challenges, including a student workers' strike and encampment. The focus of the encampment has been on the demands of the Divestment Apartheid Coalition, and I have never been more inspired by the support and care students provided to each other during this time. The ASWWU looks forward to appointing representatives to the Board of Trustees' Advisory Committee on Socially Responsible Investing (ACSRI) and the University's Committee on Ethical Contracts. While significant progress has been made by both students and administrators, I strongly believe that there is more work to be done to ensure students feel heard and valued on our campus.

Services & Activities Fee

Over the past quarter, I have had the pleasure of serving on the Services & Activities (S&A) Fee Committee. I understand there is currently an audit of this fee process and its constituent members, and these concerns and others have been provided to the internal audit team. On behalf of the Student Advisory Committee and Student Government, we request that the Board of Trustees reevaluate the S&A fee process and procedures.

The current S&A fee membership comprises students from areas that receive S&A fee funding. This process does not allow student members to consider the diverse needs of our student population because they are there to represent their specific areas. Additionally, student members face immense pressure from faculty and staff that act as their advisors (for department related activities, these advisors are often also their professors) whose salaries are paid for by S&A fees. Additionally, the current process only allows existing constituent areas to receive funding. This membership structure is outlined in the Board of Trustees Services and Activities Fee Guidelines.

Our practices differ from other S&A fee committees across the state and country. Discussions with other AS Presidents revealed that their S&A fee processes are longer, allow programs and activities not currently receiving funding to apply for funding, and comprised of at-large students appointed by the AS. ASWWU believes that aligning our process with those of peer and regional institutions will enhance our university's ability to respond to student needs and address them effectively.

Looking Forward

I am excited to announce that the election results have been confirmed. While voter turnout remains a challenge, we have seen increased participation compared to last year even when the elections took place at the same time the encampment started. This effort would not have been possible without the ASWWU Office of Civic Engagement.

The ASWWU Constitutional amendment has passed, meaning almost all governing documents have been updated. This year has been focused on strengthening and realigning student government. I am eager to see the progress future students can make when they do not have to focus on updated operational structures.

Additionally, next year's Executive Board and Senate have been confirmed. I am proud to announce that the 2024-2025 AS President will be Malachi Phillips, an accomplished student leader and President of both the Political Science Association and the International Affairs Association. Malachi's goals for next year include advocating for basic needs, budget transparency, and fostering diversity and community at WWU.

Thank you for your continued support of the ASWWU Student Government.

Keara Ryan
President, ASWWU Student Government

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees

FROM: Sue Sharpe, Chair, Board Finance, Audit, and Enterprise Risk Management Committee

DATE: June 14, 2024

SUBJECT: **Board FARM Committee Report**

PURPOSE: Information Item

Purpose of Submittal:

Chair Sharpe will report to members of the Board of Trustees and the university president, and his staff topics related to the Board FARM Committee.

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees
FROM: Mo West, Chair, Board Academic Affairs and Student Success Committee
DATE: June 14, 2024
SUBJECT: **Board Academic Affairs and Student Success Committee Report**
PURPOSE: Information Item

Purpose of Submittal:

Chair West will report to members of the Board of Trustees and the university president, and his staff topics related to the Academic Affairs and Student Success Committee.

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees

FROM: Sabah Randhawa, President

DATE: June 14, 2024

SUBJECT: Campus Climate Discussion

PURPOSE: Discussion Item

Purpose of Submittal:

For Information.

Background:

Spring quarter presented a number of issues that impacted students, employees and the public. University administrators will review activity to date and will outline next steps.

President Randhawa will introduce the topic and Chief Diversity Officer, Jacqueline Hughes, and Vice President for Enrollment and Student Services, Melynda Huskey, will join President Randhawa for the discussion.

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa by Vice President Joyce Lopes,
Business and Financial Affairs

DATE: June 14, 2024

SUBJECT: **Overview of Operating and Intercollegiate Athletics Budget
for FY2024-2025**

PURPOSE: Discussion Item

An overview of the Operating and Intercollegiate Athletics Budget for FY2024-2025 will be provided by:

- Joyce Lopes, Vice President for Business and Financial Affairs
- Faye Gallant, Assistant Vice President for Strategy, Management and Budget
- James Sterk, Director of Athletics

FY25 Operating Budget Overview

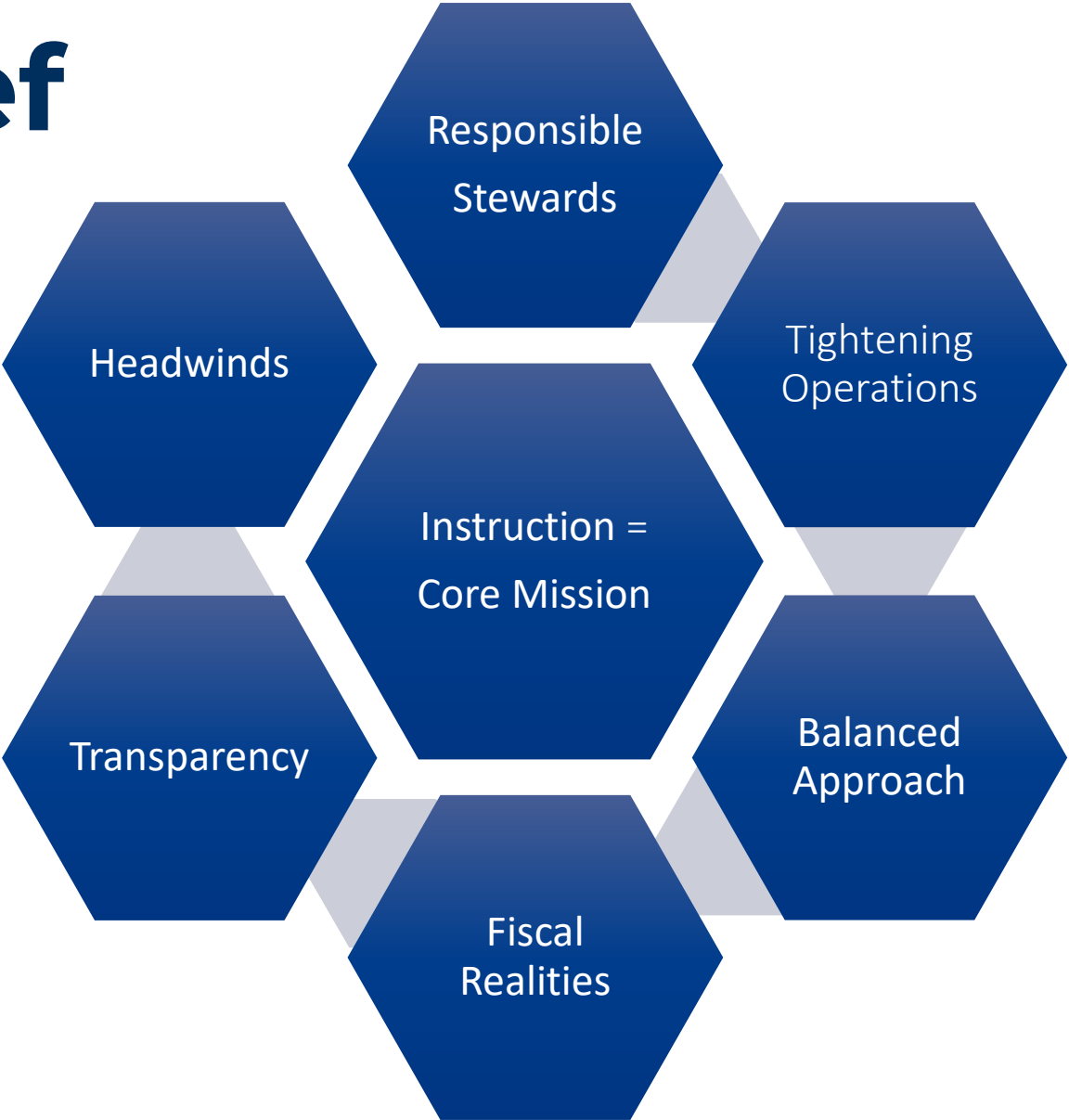
Board of Trustees Meeting
June 14, 2024



AGENDA

- FY 2024 Operating Budget Recap and Enrollment Updates
- FY 2025 Operating Budget Overview
- Intercollegiate Athletics Budget
- Looking Ahead

Year in Brief



Budget Recap

Fiscal Year 2022-2023 Close Out

- Ended with university expenditures exceeding revenue. The remainder of one-time federal stimulus funds and university reserves were used to cover the difference, and now the federal stimulus funds are fully expended.

Fiscal Year 2023-2024 Budgeting

- 3% across-the-board reduction was achieved by holding/folding vacancies and reducing goods and services.

FY 2023-2024 Actuals

- We are near the end of our fiscal year, and it is projected university reserves will cover approximately 7.2% of the operating budget.

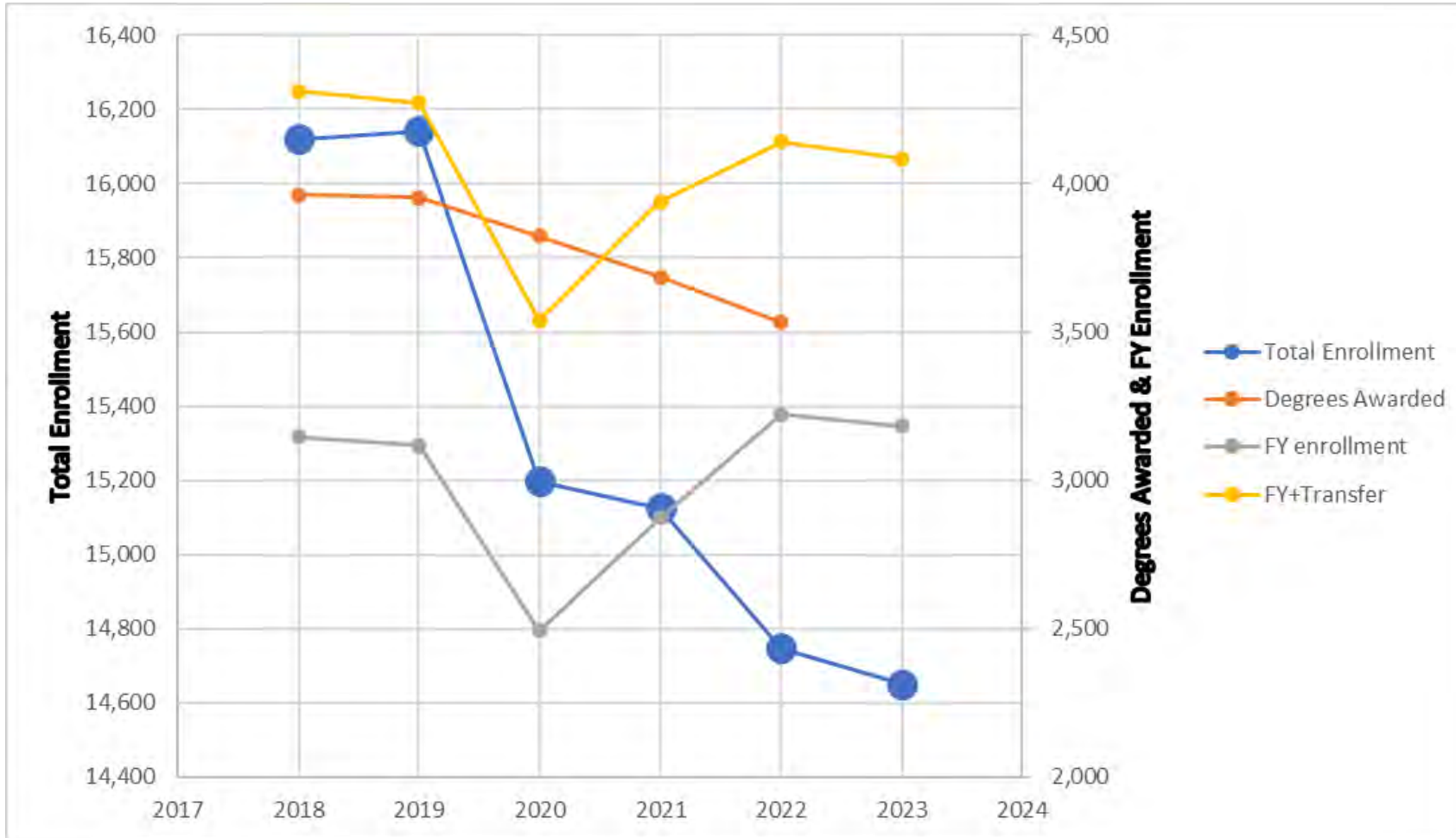
Enrollment Update

Western had our two largest incoming first-year classes in Fall 2022 and Fall 2023

However, total enrollment is still well below pre-pandemic numbers, and FAFSA will likely hurt enrollment

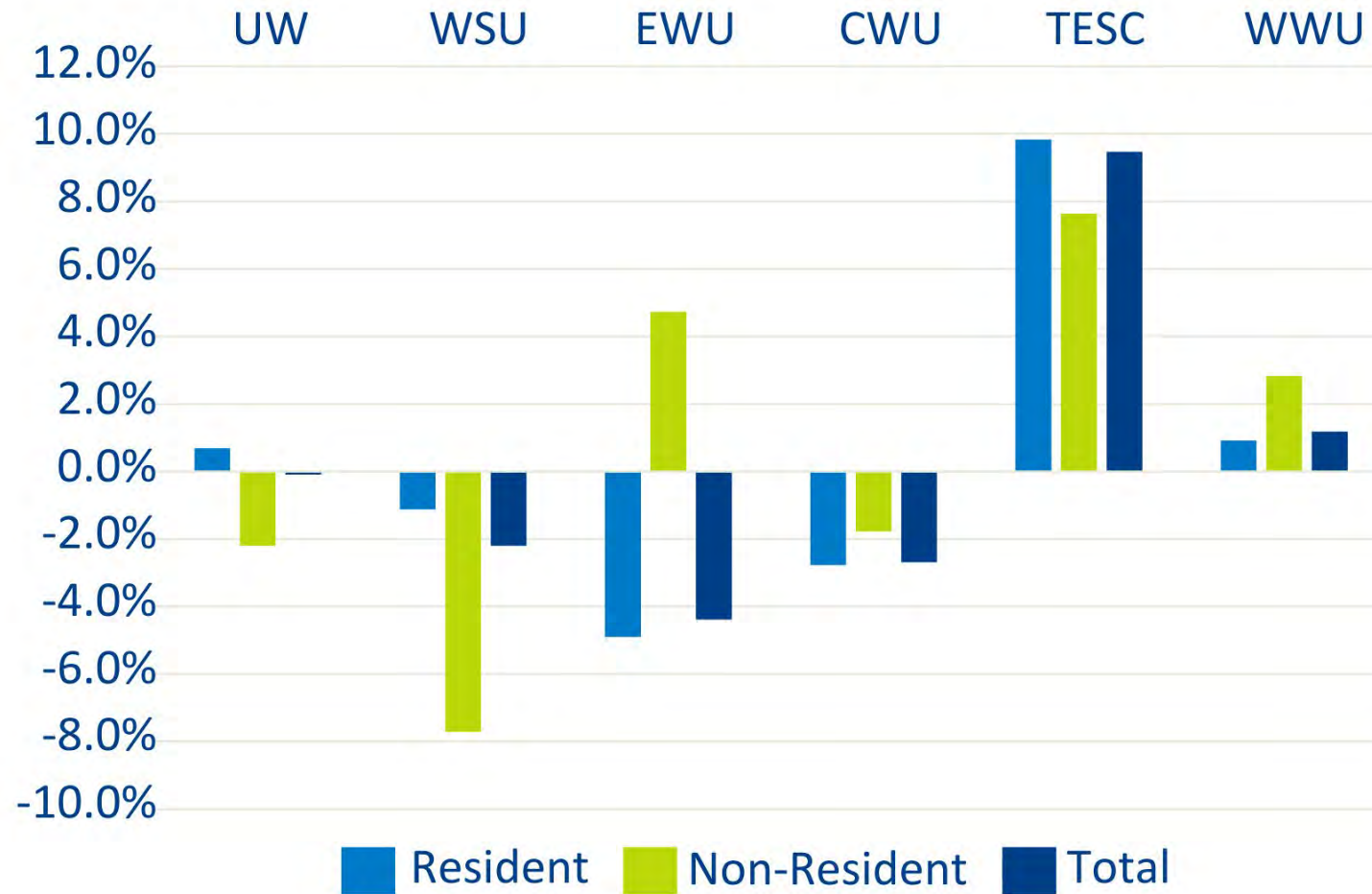
The university is trending better than many other institutions across the state and country

What About Enrollments



Enrollment Change from Fall 2022 to Fall 2023

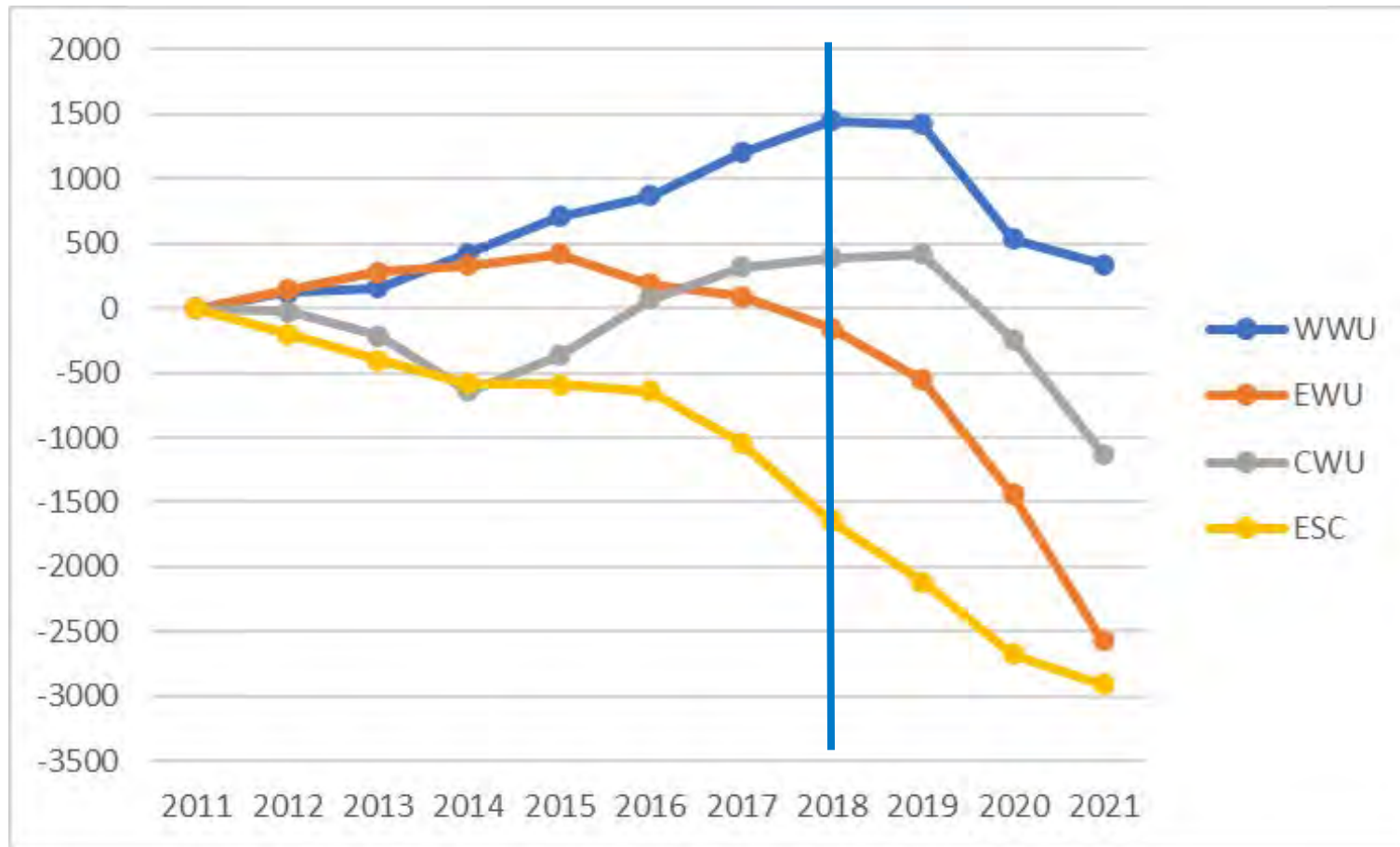
State-Funded, Undergraduate, Full-Time-Equivalent Students



Source: TECM 2024 Model State-Funded Undergraduate Enrollment.
2023-24 data is preliminary and estimated for the year.

Long-term Total Enrollment Trends

Undergraduate headcounts, relative to Fall 2011



Source: ERDC.wa.gov

Key Priorities for FY25 Budget



Fully fund instruction based on approved schedule (no AA deficit)



Fulfill commitments on compensation increases



Sound fiscal policy and reserve management

FY25 Budget Recommendation

- New state funding for academic programming, legislative priorities, and 70% of state-authorized compensation increases (detail follows)
- \$21M of one-time strategies (revenues, expenditure reductions, and reserves, detail follows)
- Includes full costs of instruction in the expenditures
- Focuses on preserving capacity for recovery
- Fulfills compensation commitments

	FY25
Starting reserves	\$15,292,151
Revenues	\$232,016,178
Expenditures, Including:	\$235,671,631
<i>Base (Recurring) Budget Reductions</i>	\$0
<i>One-time Budget Reductions</i>	(\$13,741,267)
Net Change	(\$3,655,452)
Ending Reserves	\$11,636,699
Reserves as a % of Budget	5.0%

Fiscal Year 2024-2025

New state operating funding becoming effective from biennium and supplemental:

Academic Access
and Outreach,
\$400k (one-time)

Electrical and
Computer
Engineering,
\$445k

Special Education
Teacher
Residency, \$1.3
million

State share of
compensation
increases (70% of
state-adopted)

Fiscal Year 2024-2025

Continued **gap** between recurring revenues and expenditures; have identified one-time strategies, including:

- Extending salary recaps on vacated positions to 6 months
- Optional, voluntary contract reductions/furloughs where mutually supported
- Potential sale of property
- Use of self-sustaining funds where appropriate
- Holistic look at reserves (fund balance) across the university
- Use of reserves

Focus is on preserving **instruction** and **access** (fully funding schedule including NTT), with an eye to recovering enrollments

Athletics Budget



INTERCOLLEGIATE ATHLETICS

Looking Ahead

- We will maintain a laser focus on increasing enrollment both through recruitment of new students and retention of current students
- Asking the Board to vote on and approve a 2025-2027 State Budget Request in August focused on more robust state funding for our core operating budget
- Assess the impacts of headwinds and mitigation strategies to address uncertainties



Questions



Thank You

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa by Joyce Lopes, Vice President, Business and Financial Affairs

DATE: June 14, 2024

SUBJECT: **Overview of Capital Budget Request for Biennium 2025-2027 and 2025-2035 Ten-Year Capital Plan**

PURPOSE: Discussion Item

An overview of the Capital Budget Request for Biennium 2025-2027 and 2025-2035 Ten Year Capital Plan will be provided by:

- Joyce Lopes, Vice President for Business and Financial Affairs
- Traci Rogstad, Associate Vice President for Facilities Development and Operations
- Steve Hollenhorst, former Associate Vice President for Facilities Development and Operations
- Rick Benner, University Architect/Sr. Director, Capital Planning and Development, Facilities Development and Operations
- Brian Ross, Director of Capital Budget and Public Works Procurement, Facilities Development and Operations

2025-27 CAPITAL REQUEST, 2025-35 TEN-YEAR PLAN

<i>Capital Request Priority Rank</i>	PROJECT	2025-27 Capital Request	2027-29 Biennium	2029-31 Biennium	2031-33 Biennium	2033-35 Biennium
1	Poulsbo Instructional Facility*	\$ 73,800,000 B <i>Design & Construction</i>				
2	Minor Works - Preservation	\$ 5,340,000 B	\$ 5,840,000 B	\$ 5,840,000 B	\$ 5,340,000 B	\$ 5,340,000 B
		\$ 4,660,000 L	\$ 4,160,000 L	\$ 4,160,000 L	\$ 4,660,000 L	\$ 4,660,000 L
3	Critical Safety, Access Control, and Fiber Optic Network Upgrades	\$ 9,100,000 B				
4	Academic Facilities Renewal - Phase I	\$ 14,476,000 B				
		\$ 5,524,000 L				
5	Environmental Studies Center Renovation and Addition*	\$ 8,400,000 B <i>Design - Addition</i>	\$ 100,000,000 B <i>Construction - Add., Design - Reno</i>	\$ 110,000,000 B <i>Construction - Renovation</i>		
<i>Not Prioritized</i>	Heating Conversion Project*	\$ 139,000,000 CCA				
	Academic Facilities Renewal - Phases II-IV		\$ 14,476,000 B	\$ 14,476,000 B	\$ 14,476,000 B	\$ 14,476,000 B
			\$ 5,524,000 L	\$ 5,524,000 L	\$ 5,524,000 L	\$ 5,524,000 L
	Academic Renewal Project I (Major Capital Project)		\$ 500,000 L <i>Pre-design</i>	\$ 8,000,000 B <i>Design</i>	\$ 91,500,000 B <i>Construction</i>	
	Academic Renewal Project II (Major Capital Project)			\$ 500,000 L <i>Pre-design</i>	\$ 8,000,000 B <i>Design</i>	\$ 91,500,000 B <i>Construction</i>
	Preventative Maintenance	\$ 540,000 L <i>\$3.614 M Proposed to Operating</i>	\$ 540,000 L <i>\$3.614 M Proposed to Operating</i>	\$ 540,000 L <i>\$3.614 M Proposed to Operating</i>	\$ 540,000 L <i>\$3.614 M Proposed to Operating</i>	\$ 540,000 L <i>\$3.614 M Proposed to Operating</i>
	Carver COP Debt Service (Debt matures 2036)	\$ 900,000 L	\$ 900,000 L	\$ 900,000 L	\$ 900,000 L	\$ 900,000 L
	Kaiser Borsari COP Debt Service (Debt matures 2044)	\$ 376,000 L	\$ 376,000 L	\$ 376,000 L	\$ 376,000 L	\$ 376,000 L
	TOTAL STATE FUNDING	\$ 262,116,000	\$ 132,316,000	\$ 150,316,000	\$ 131,316,000	\$ 123,316,000
	Bonds - 057 (B)	\$ 111,116,000 B	\$ 120,316,000 B	\$ 138,316,000 B	\$ 119,316,000 B	\$ 111,316,000 B
	Local - 065 (L)	\$ 12,000,000 L	\$ 12,000,000 L	\$ 12,000,000 L	\$ 12,000,000 L	\$ 12,000,000 L
	Climate Commitment Account (CCA)	\$ 139,000,000 CCA				

**Budget is based on OFM inflation rates provided in June 2023. The new inflation rates, and associated cost estimate form, may change the total project's budget request.*

WESTERN WASHINGTON UNIVERSITY ITEM SUBMITTED TO THE BOARD OF TRUSTEES

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa by Joyce Lopes, Vice President for Business and Financial Affairs

DATE: June 14, 2024

SUBJECT: Approval of 2024-2025 Annual State Operating Budget

PURPOSE: Action Item

Purpose of Submittal:

Based on the conference committee budget passed by the Legislature in the session ending March 7, 2024, and signed by the Governor on March 29, 2024, and Western's internal budget development process, the Board of Trustees is now asked to approve the 2024-2025 annual state operating budget for Western Washington University.

Presented By:

- Joyce Lopes, Vice President for Business and Financial Affairs
- Faye Gallant, Assistant Vice President for Strategy, Management and Budget

Proposed Motion:

***MOVED*, that the Board of Trustees of Western Washington University, upon the recommendation of the President, approve the 2024-2025 annual state operating expenditure budget of \$235,674,631, to be supported by projected revenues of \$232,016,178 and use of reserves of \$3,658,452.**

Supporting Information:

Attachment A: Supporting Information for Board of Trustees Approval of the 2024-2025 Annual State Operating Budget

WESTERN WASHINGTON UNIVERSITY
SUPPORTING INFORMATION
SUBMITTED TO THE BOARD OF TRUSTEES

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa by:
Joyce Lopes, Vice President for Business and Financial Affairs
Faye Gallant, Assistant Vice President for Strategy, Management and Budget,
Business and Financial Affairs

DATE: June 14, 2024

**SUBJECT: SUPPORTING INFORMATION FOR BOARD OF TRUSTEES APPROVAL
OF THE 2024-2025 ANNUAL STATE OPERATING BUDGET**

Introduction

The FY25 budget outlook continues to be challenging, with revenues still falling short of fixed costs. After accounting for the full cost of instruction, compensation pressures, legislative mandates, the continued impact of COVID-19, and uncertainty related to FAFSA on enrollments, we expect to use over \$20 million of one-time revenue and expenditure strategies to cover the coming year's budget. Even with these strategies in place, the FY25 budget necessitates an additional use of reserves to avoid more dramatic reductions; this will bring the total reserve level to 5%.

The focus of the FY25 budget continues to be on preserving WWU's excellence and position in the higher education sector, giving enrollments a chance to rebuild without significantly damaging our ability to recruit, retain, and graduate students.

The FY25 budget recommendation incorporates funding received in the prior biennium (2023-2025) as well as new funding allocated toward strategic priorities and state policy bills with impact to WWU in the 2024 supplemental state budget process.

On the following pages, we first present the detailed recommendation as line-item adjustments in the 2025 fiscal year, with descriptions of each item.

Western Washington University State Operating Budget State Operating Budget Recommendation, Fiscal Year 2025 Sources and Uses	
	FY25
Beginning Uncommitted Institutional Reserves Balance	\$15,292,151
Total Recurring Revenues	\$225,115,178
Tuition Revenues	\$97,753,422
State Appropriations (Recurring)	\$122,249,000
Administrative Services Assessment	\$5,112,756
Carryforward Level Expenditures (Base Budget)	\$221,060,378
New Recurring Expenditures (Incremental)	\$24,522,060
<i>New Recurring Expenditures, WWU Prior Commitments</i>	
Institute for Critical Disability Studies	\$95,000
Labor Relations and Immigration Services	\$200,000
NAGPRA Compliance	\$100,000
Change in University Audit Services	\$80,000
State Share of Vendor Management Compliance	\$50,000
<i>New Recurring Expenditures, Spring 2024</i>	
Fully Fund Instructional Commitments	\$9,271,232
Scantron Course Eval Subscription	\$21,350
<i>New Expenditures tied to State Appropriations</i>	
Compensation and Benefits Increases	\$11,239,478
Student Retention and Success	(\$25,000)
Western on the Peninsulas Expansion	\$762,000
Dual Language Educators	(\$66,000)
Central Services (Including Direct Legal Services)	\$384,000
Postsecondary Student Needs	\$20,000
Electrical and Computer Engineering	\$445,000
Capital Project Operating Costs	\$517,000
Opioid Prevention	\$122,000
Special Education Teacher Residency	\$1,306,000
Ending Gap in Recurring Revenues and Expenditures	(\$20,467,260)
Total One-Time Revenues	\$6,901,000
State Appropriations	\$2,921,000
Other Revenues	\$3,980,000
One-Time Expenditures	(\$9,910,808)
<i>WWU Policy Decisions</i>	
Compensation Study	\$200,000
Instructional Bridge Funding	\$710,459

<i>New Expenditures tied to State Appropriations</i>	
IT Infrastructure Replacement	\$1,500,000
Student Civic Leaders Initiative	\$250,000
Planning Program Stipends	\$100,000
Academic Access Outreach DP	\$400,000
Cyber Security Education	\$300,000
Financial Education	\$200,000
Ray Wolpov Institute - Curriculum	\$100,000
WSF Economic Impact Study	\$70,000
<i>Temporary Reduction to Contingency Budget and Institutional Budget</i>	<i>(\$268,675)</i>
<i>Savings Associated with Implementation Timing for New State Funding</i>	<i>(\$2,322,592)</i>
<i>Other One-Time Mitigation Strategies</i>	<i>(\$11,150,000)</i>
Annual Net Income/Deficit (Use of Reserves)	(\$3,655,452)
Ending Uncommitted Institutional Reserves Balance	\$11,636,699

Sources (Revenues)

Tuition Revenues

Tuition revenues are a result of enrollments and of the tuition rate. The impact of the coronavirus on enrollments is an ongoing challenge that will likely take years to fully surmount; approximately \$9 million in tuition revenue on a recurring basis. While enrollment is showing strong signs of a return to pre-pandemic levels with two consecutive years of historically high first-year cohorts, overall enrollment will continue to be smaller than before the pandemic as the smaller classes associated with the pandemic move through to graduation. In addition, the 2024-2025 academic year faces new enrollment uncertainty due to challenges associated with the rollout of the new application for FAFSA.

State Appropriations

The state's biennial and supplemental operating budgets for FY25 included important investments across state government, including in the state's higher education system. Those investments are detailed in the uses section under New Expenditures Tied to State Appropriations, below. Of note, the biennial budget funded a second year of general wage increases for employees (at 3.0%) and provides a greater share of the funding split to cover those costs than in prior years. The state funded some of the requests put forward by WWU through the biennial and supplemental processes, as well as new policy items initiated by the legislature.

Administrative Services Assessment (ASA) and Other Revenues

The FY25 biennial budget includes a 1% increase in ASA revenues collected from self-sustaining operations based on forecasted revenue growth in auxiliary funds. Other one-time revenues are included to offset known expenditure increases, including the estimated sale of property (\$3,000,000) and agreements with the Foundation (\$980,000).

Uses (Expenditures)

New Recurring Expenditures

New Recurring Expenditures, WWU Prior Decisions

Labor Relations and Immigration Services (\$200,000): The cost of contractual services has exceeded existing budget in recent years, primarily due to increases related to immigration and labor relations. This adjustment brings the annual budget in line with actual expenditures.

Institute for Critical Disability Studies (\$95,000): The Institute for Critical Disability Studies previously received one-time funding through the university budget process. This funding makes that commitment ongoing.

NAGPRA Compliance (\$100,000): Funding is required to ensure compliance with NAGPRA through a dedicated staff position.

Change in University Audit Services (\$80,000): Following best practices for external audit services, the Board directed the university to engage in an RFP process for our audit services provider. The result is a new provider at a higher rate per year.

Vendor Management Compliance/CMM (\$50,000): This funding is for the state share of a vendor management system required for compliance with federal regulations. The majority of the costs for the system will be covered by appropriately identified self-sustaining funds.

New Recurring Expenditures, Spring 2024 Recommendations

Fully Fund Instructional Commitments (\$9,271,232): The FY25 budget addresses longstanding issues with unfunded instructional commitments. This adjustment fully funds the approved schedule for the coming academic year.

Scantron Course Eval Subscription (\$21,350): This subscription software for managing course evaluations was previously unbudgeted. It is added here to better reflect known expenditures in the university budget.

New Recurring Expenditures tied to State Appropriations

Compensation (\$11,201,348): Western's FY25 budget includes funding for compensation increases based on negotiated agreements with the classified unions, the faculty union, the educational student employee union, the professional staff compensation plan, and general wage increases. The compensation line item also includes benefit rate changes and funding for previously negotiated compensation items. All compensation increases will be in accordance with bargaining agreements (for faculty and classified staff) or the professional staff compensation plan. The state provides a share of the funding for the general wage increase and benefit changes; the difference is the institution's responsibility to fund.

Student Retention and Success (-\$25,000): The biennial budget provided state funding: to reduce class sizes in remedial and introductory math courses to improve first-year student retention; to expand remedial English 101 courses to improve first-year student retention; for two disability accommodation counselors at the Disability Access Center; and to expand first-year seminars and early start programs to improve first-year student retention, including developing an orientation for students receiving the Washington

College Grant, focusing on first-generation and traditionally underrepresented students. The FY25 budget removes one-time costs funded in FY24 from the recurring budget.

Western on the Peninsulas Expansion (\$762,000): The biennial budget provided state funding to establish new 2+2 undergraduate degree programs in engineering, data science, and sociology at Western on the Peninsulas; to establish a Master of Social Work program at Western on the Peninsulas; to convert the Human Services program at Western on the Peninsulas from self-sustaining to state-supported to reduce tuition rates for students in the program; and for additional student support and outreach services at Western on the Peninsulas. The FY25 budget includes additional ongoing state funding to support this work.

Dual Language Educators (-\$66,000): The biennial budget provided state funding for the expansion of bilingual educators' education. The FY25 budget removes one-time costs funded in FY24 from the recurring budget.

Central Services (Including Direct Legal Services) (\$384,000): Funding is provided annually to cover a portion of Western's contribution to state-provided services.

Postsecondary Student Needs (\$20,000): Additional funding is provided for ongoing costs related to 2S House Bill 1559 (Postsecondary student needs) and to increase the 0.75 FTE benefits navigator per campus to 1.0 FTE.

Electrical Engineering and Computer Science (Kaiser Borsari Hall) (\$445,000): The 2024 supplemental budget expanded funding for the undergraduate degree program in electrical and computer engineering (EECS), ensures adequate availability of graduate teaching, and supports ongoing research. This request is the third phase of an expansion, building on the state support for the first two phases and aligning with the construction of the new Kaiser Borsari Hall.

Capital Project Operating Costs (\$517,000): FY25 includes state operating funding for maintenance and operations of new state-supported facilities (Electrical Engineering and Computer Science (Kaiser Borsari Hall) and the Coast Salish Longhouse) in accordance with state budget policy.

Higher Education Opioid Prevention (\$122,000): Funding is provided for implementation of 2S House Bill 2112 which includes additional opioid and fentanyl prevention education and awareness, including for staff working in residence halls on the use of naloxone.

Special Education Teacher Residency (\$1,306,000): Funding is provided to establish and administer a teacher residency program focused on special education instruction beginning in the 2024-25 school year.

Recurring Budget Adjustments

The continued impact of lower enrollments combined with the cumulative state funding WWU has received for compensation and other inflationary cost increases has created a gap between recurring revenues and expenditures. The majority of this gap is closed through one-time adjustments described in more detail below. The FY26 and FY27 budgets will require a combination of higher enrollments, substantially more support from the state, and other internal strategies to rebuild institutional reserve levels to the 10% policy requirement.

New One-time Expenditures*New One-time Expenditures, WWU Policy Decisions*

Compensation Study (\$200,000): This funding is to fulfill the university's commitment to regular compensation studies.

Instructional Bridge Funding (\$710,459): Funding is provided to support instructional costs within Academic Affairs that exceed the recurring budget and establish an annual spending authorization. These costs include items such as faculty start up commitments, software licenses, workstations, and faculty sick leave backfill.

New One-time Expenditures Tied to State Appropriations

IT Infrastructure Replacement (\$1,500,000): Funding is provided for the ongoing replacement of critical information technology (IT) infrastructure, including the campus wired and wireless network, campus data center servers and data storage equipment, emergency telephone equipment, and general university classroom audio/video technology.

Student Civic Leaders Initiative (\$250,000): One-time funding is provided to the Student Civic Leaders Initiative which provides opportunities for students to gain work experience focused on addressing critical issues facing communities and campuses.

Planning Program Stipends (\$100,000): One-time funding is provided for planning program student studios to assist cities and counties with planning projects.

Academic Access and Outreach (\$400,000): One-time funding is provided for the Office of Academic Access and Outreach to combat declines in post-secondary enrollment, raise awareness of higher education opportunities, and increase availability of credentialed workers in Washington, specifically for first-generation and low-income students. WWU had requested \$1,078,000 of ongoing funding in the 2024 supplemental budget to support this work and will evaluate how best to move the effort forward with this partial funding.

Cyber Security Education (\$300,000): Funding is provided to contract with a nonprofit located in Kitsap County that provides cyber security curriculum to postsecondary institutions for cyber security education in partnership with the Cyber Range in Poulsbo.

Financial Education (\$200,000): Funding is provided to contract with a nonprofit located in Whatcom County that provides economic and financial education to conduct foundational research on the efficacy of financial education course formats.

Ray Wolpov Institute Curriculum (\$100,000): Funding is provided for the Ray Wolpov Institute for the Study of the Holocaust, Genocide, and Crimes Against Humanity to collaborate on curriculum development and teacher training per ES House Bill 2037.

Washington State Ferries Economic Impact Study (\$70,000): Funding is provided for the Center for Economic and Business Research to conduct an economic study on San Juan County, reviewing factors including, but not limited to, the state ferry system, tourism, and housing.

Additional One-time Reduction to Contingency Budget

As a short-term measure to reduce reliance on reserves in FY25, reduce the university's annual contingency budget, resulting in savings of \$268,675.

One-time Savings Associated with Implementation Timelines

For new initiatives where planning, recruitment, and coordination must occur prior to expending funds, hold funding centrally for FY25 and capture savings.

Other One-time Mitigation Strategies

Extend current budget recapture on vacated positions from 2 months to 6 months and manage workloads appropriately (-\$3,900,000).

Reduce university budget allocation to the Everett program to align with forecast expenditures (-\$300,000).

Apply \$3,350,000 million of appropriate expenditures to self-sustaining revenue sources, reducing impact on state budget (-\$3,350,000).

Implement fund balance principles to offset expenditures (-\$1,000,000).

Fold/hold vacant positions where possible (-\$500,000).

Maintaining a reserve balance of 5% will require the university to identify, implement and recognize a further \$2 million in increased revenues or reduced expenditures within the current fiscal year. These additional strategies will be identified and achieved within FY25 (-\$2,000,000).

Western Washington University, Detailed Projection of State-Funded Operating Budget

	<u>FY24 (Revised)</u>	<u>FY25 (Plan)</u>
<u>Beginning Institutional Reserves Balance (Excluding Stimulus Funds)</u>	\$19,528,580	\$15,292,151
<u>Estimated Revenues</u>	\$217,077,611	\$232,016,178
Recurring		
Tuition	\$95,535,010	\$97,753,422
Other (including Administrative Service Assessment)	\$5,064,601	\$5,112,756
State Appropriations	\$114,524,000	\$122,249,000
Non-Recurring / One-Time		
State Appropriations	\$1,954,000	\$2,921,000
Other		\$3,980,000
<u>Budgeted Expenditures</u>	\$221,314,040	\$235,674,631
Recurring		
Base Budget	\$227,362,500	\$245,582,438
New Budget Reductions	(\$6,302,122)	\$0
Non-Recurring / One-Time		
Other Expenses	\$6,688,000	\$3,833,459
New Reductions and Expenditure Offsets	(\$6,434,338)	(\$13,741,267)
<u>Annual Net Income/(Deficit)</u>	<u>(\$4,236,429)</u>	<u>(\$3,658,452)</u>
<u>Ending Institutional Reserves Balance</u>	<u>\$15,292,151</u>	<u>\$11,633,699</u>
Outstanding Institutional Commitments	(\$253,800)	(\$50,000)
<u>Ending Uncommitted Institutional Reserves Balance</u>	<u>\$15,038,351</u>	<u>\$11,583,699</u>
Ending Uncommitted Institutional Reserves Balance as % of Budgeted Revenue	6.9%	5.0%

- The Annual Net Deficit in FY25 is -\$3,658,452 and includes one-time revenue and expenditure offsets. The recurring budget gap is -\$20,467,260.

WESTERN WASHINGTON UNIVERSITY ITEM SUBMITTED TO THE BOARD OF TRUSTEES

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa by James Sterk, Director of Athletics

DATE: June 14, 2024

SUBJECT: Approval of 2024-2025 Intercollegiate Athletics Budget

PURPOSE: Action Item

Purpose of Submittal:

The Board of Trustees is requested to approve the 2024-2025 intercollegiate athletics operating budget in the amount of \$8,066,698.

Presented By:

- James Sterk, Director of Athletics
- Faye Gallant, Assistant Vice President for Strategy, Management and Budget, Business and Financial Affairs

Proposed Motion:

MOVED, that the Board of Trustees of Western Washington University, upon the recommendation of the President, approve the 2024-2025 intercollegiate athletics operating budget of \$8,066,698 consisting of tuition and S&A fees in the amount of \$3,905,422 and waiver allocations, self-sustaining and other revenues of \$3,189,024.

FURTHER MOVED, that the University develop a five-year plan to address the remaining operating deficit in the intercollegiate athletics operating budget in accordance with Substitute Senate Bill 6493, balancing expenditures with revenues across multiple fund sources.

Supporting Information:

RCW 28.b.15.120 requires specific approval by the Board of Trustees for the annual budget for intercollegiate athletic programs.

In FY25 the program is projecting an operating deficit of \$972,252 in its self-sustaining funds. The University will develop a five-year business plan, to be approved by the Board of Trustees at a future meeting, to balance expenditures with revenues across multiple fund sources.

Source of Funding: Tuition, S&A Fees, Self-Sustaining, Private Gifts

WESTERN WASHINGTON UNIVERSITY ITEM SUBMITTED TO THE BOARD OF TRUSTEES

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa on behalf of Joyce Lopes, Vice President for Business and Financial Affairs

DATE: June 14, 2024

SUBJECT: **APPROVAL OF 2025-2027 CAPITAL BUDGET REQUEST AND 2025-2035 TEN-YEAR CAPITAL PLAN**

PURPOSE: Action Item

Purpose of Submittal:

The Board is asked to approve the 2025-2027 Capital Budget Request (Request) and 2025-2035 Ten-Year Capital Plan (Plan).

Proposed Motion:

MOVED, that the Board of Trustees of Western Washington University, upon the recommendation of the President, approves the 2025-2035 Capital Plan, which includes the 2025-2027 Capital Budget Request from State-appropriated funding sources estimated at \$262,116,000.

Background

The State of Washington has biennial capital budgets. On even-numbered years, Western, like all State entities, may request additional funds for capital improvements.

Last fall, the University started the capital planning process by evaluating existing and new major, intermediate, and minor capital projects for consideration in the Request and Plan. The evaluation emphasized how they fit into the University's strategic plan, mission, and space needs. The projects were presented to the President's Cabinet, the Capital Planning and Space Advisory Committee, the University Budget Committee, and the Board of Trustees' Finance, Audit and Enterprise Risk Management (FARM) Committee for review and feedback. That presentation to the Cabinet and Committees was also available to the campus community for feedback on the 2025-2027 Capital Budget webpage, <https://fdo.wvu.edu/2025-27-capital-budget>.

The feedback received helped develop the Request and Plan, which is intended to achieve the following goals:

- Expanding education and addressing workforce needs on the Peninsulas;
- Preserving, improving, and modernizing our existing assets;
- Improving security, safety, and accessibility; and
- Increasing sustainability/reducing carbon emissions.

The Request and Plan can be viewed in Attachment A, and the Summary of Projects, with associated problem statements, can be viewed in Attachment B.

The estimated funding breakdown of our Request is as follows:

- State-issued General Obligation Bonds: \$111,116,000
- WWU Local Accounts (building tuition fees and investment income): \$12,000,000
- Climate Commitment Account: \$139,000,000

Please note that the funding request associated with the **Poulsbo Instructional Facility, Environmental Studies Center Renovation, and Heating Conversion Project** may be refined based on the new cost estimate forms the State provides in June. The new forms will identify an inflation rate that helps calculate project cost. The project costs for these projects were generated using the June 2023 forms and likely have an outdated inflation rate. This is why the Board's action includes "estimated" for the total dollar value.

Attachments:

- A. 2025-27 Capital Request, 2025-35 Ten-Year Capital Plan
- B. Narrative Summary of Projects in Draft 2025-35 Ten-Year Capital Plan

Link: <https://fdo.wvu.edu/2025-27-capital-budget>

2025-27 CAPITAL REQUEST, 2025-35 TEN-YEAR PLAN

Capital Request Priority Rank	PROJECT	2025-27 Capital Request	2027-29 Biennium	2029-31 Biennium	2031-33 Biennium	2033-35 Biennium
1	Poulsbo Instructional Facility*	\$ 73,800,000 B <i>Design & Construction</i>				
2	Minor Works - Preservation	\$ 5,340,000 B	\$ 5,840,000 B	\$ 5,840,000 B	\$ 5,340,000 B	\$ 5,340,000 B
		\$ 4,660,000 L	\$ 4,160,000 L	\$ 4,160,000 L	\$ 4,660,000 L	\$ 4,660,000 L
3	Critical Safety, Access Control, and Fiber Optic Network Upgrades	\$ 9,100,000 B				
4	Academic Facilities Renewal - Phase I	\$ 14,476,000 B				
		\$ 5,524,000 L				
5	Environmental Studies Center Renovation and Addition*	\$ 8,400,000 B <i>Design - Addition</i>	\$ 100,000,000 B <i>Construction - Add., Design - Reno</i>	\$ 110,000,000 B <i>Construction - Renovation</i>		
Not Prioritized	Heating Conversion Project*	\$ 139,000,000 CCA				
	Academic Facilities Renewal - Phases II-IV		\$ 14,476,000 B	\$ 14,476,000 B	\$ 14,476,000 B	\$ 14,476,000 B
			\$ 5,524,000 L	\$ 5,524,000 L	\$ 5,524,000 L	\$ 5,524,000 L
	Academic Renewal Project I (Major Capital Project)		\$ 500,000 L <i>Pre-design</i>	\$ 8,000,000 B <i>Design</i>	\$ 91,500,000 B <i>Construction</i>	
	Academic Renewal Project II (Major Capital Project)			\$ 500,000 L <i>Pre-design</i>	\$ 8,000,000 B <i>Design</i>	\$ 91,500,000 B <i>Construction</i>
	Preventative Maintenance	\$ 540,000 L <i>\$3.614 M Proposed to Operating</i>	\$ 540,000 L <i>\$3.614 M Proposed to Operating</i>	\$ 540,000 L <i>\$3.614 M Proposed to Operating</i>	\$ 540,000 L <i>\$3.614 M Proposed to Operating</i>	\$ 540,000 L <i>\$3.614 M Proposed to Operating</i>
	Carver COP Debt Service (Debt matures 2036)	\$ 900,000 L	\$ 900,000 L	\$ 900,000 L	\$ 900,000 L	\$ 900,000 L
	Kaiser Borsari COP Debt Service (Debt matures 2044)	\$ 376,000 L	\$ 376,000 L	\$ 376,000 L	\$ 376,000 L	\$ 376,000 L
	TOTAL STATE FUNDING	\$ 262,116,000	\$ 132,316,000	\$ 150,316,000	\$ 131,316,000	\$ 123,316,000
	Bonds - 057 (B)	\$ 111,116,000 B	\$ 120,316,000 B	\$ 138,316,000 B	\$ 119,316,000 B	\$ 111,316,000 B
	Local - 065 (L)	\$ 12,000,000 L	\$ 12,000,000 L	\$ 12,000,000 L	\$ 12,000,000 L	\$ 12,000,000 L
	Climate Commitment Account (CCA)	\$ 139,000,000 CCA				

*Budget is based on OFM inflation rates provided in June 2023. The new inflation rates, and associated cost estimate form, may change the total project's budget request.

Narrative Summary of Projects in the Draft 2025-2035 Ten-Year Capital Plan

STATE FUNDING - PROGRAMMATIC

Poulsbo Instructional Facility

Problem Statement – Peninsulas' Educational Needs:

The Kitsap and Olympic Peninsulas region is currently one of the most underserved regions of the State for access to four-year and master's-level degree programs. Most working-age adults in the region lack the four-year degrees required for family-wage jobs available in the region. A 2019 needs assessment funded by the Washington State Legislature surveyed educational needs on the Kitsap and Olympic Peninsulas and the feasibility of expanding Western Washington University's (Western) educational programs to meet those needs. The study concluded that an established four-year university presence and additional degree programs and pathways to credentials are required to better serve regional needs.

Over the last decade, the State has invested extensively in expanding access to 4-year degree programs on the Kitsap and Olympic Peninsulas through 2+2 programs, where students attend Olympic and Peninsula Colleges and then transfer to WWU to complete their four-year degree. These 'Western on the Peninsulas' programs are primarily located in the Poulsbo Building of the Olympic College Campus. However, the programs' demand and ability to meet the regional workforce needs have exceeded the current space.

Problem Statement – Cyber Range:

Western's Cyber Range, located in the library area of the Poulsbo building, constitutes a major hub of support for cybersecurity education and innovation for the entire State of Washington, as well as serving as a partner in a major program facilitated by the Department of Homeland Security. Their current operations support hands-on live experiences for students from twelve colleges and universities and fifteen public school districts across Washington. However, the space no longer meets the demands of the growing Cyber Range program.

Capital Solution:

Western requests funding to design and construct a new Cyber Range and academic building of approximately 40,000 gross square feet at the Poulsbo campus. The new facility will house the Cyber Range and academic support space for the following programs:

- Cybersecurity
- Early Childhood Education
- Business Administration
- Business and Sustainability
- Elementary and Special Education
- Environmental Studies
- Environmental Science
- Multidisciplinary Studies
- Data Science
- Industrial Systems
- Engineering
- Sociology and Social Work

This facility will provide a physical presence for students in the region. It will help serve the educational and workforce needs of the Kitsap and Olympic Peninsulas residents by offering high-demand degree programming via innovative new degree pathways and delivery modalities across the region.

Previous Funding:

The project received institutional funds to conduct a pre-design due to be completed in June 2024.

STATE FUNDING - PRESERVATION

Minor Works – Preservation

Problem Statement:

Western's academic facilities have an average age of 46 years. The 2023 Backlog Reduction Plan estimated a \$279 million backlog to Western's academic facilities and infrastructure. Many of the building systems in Western's facilities have not been replaced, modernized, or repaired and are past their useful life. This creates inefficiencies in building operations and increases the risk of failures and building shutdowns. Additionally, Western's utility infrastructure is aging, creating the risk of failures and emergencies that can cause damage to Western's grounds and buildings. During the past two years, Western has experienced failures to our sewer and stormwater utilities, elevators, and mechanical systems.

Capital Solution:

Western is requesting funding for Minor Works Preservation, an omnibus program that includes projects ranging in size from \$25,000 to \$2,000,000. The projects included in this request are imperative in preventing system failures and campus infrastructure emergencies and represent our most urgent preservation needs.

These projects include:

- Repairing mechanical, electrical, and plumbing systems in our academic facilities;
- Replacing aging roofs;
- Health, safety, and code compliance;
- Elevator modernization; and
- Infrastructure renewal, such as sewer and stormwater utility replacement.

These projects are identified in Western's Facilities Management Backlog Reduction Plan.

Academic Facilities Renewal – Phases I-IV

Problem Statement:

Many classrooms and class labs are technically insufficient to support current programmatic needs, and some rooms are not equipped to accommodate contemporary student-centered and flexible learning pedagogies. While Western has made substantial progress in recent years with classroom and lab upgrade appropriations, a large amount of classroom and lab space remains antiquated and needs modernization to improve utilization and provide a more modern learning and teaching experience.

Western also lacks sufficient collaborative spaces to encourage the interactive student work and breakout sessions that current pedagogy demands. The collaborative spaces are either limited or poorly functioning, limiting student-to-student and student-to-faculty interactions. Lastly, as Western moves to renovate large academic buildings, existing space will need to be modified to accommodate swing space strategies during the renovation of those facilities.

Capital Solution:

Western requests funding for Academic Facilities Renewal. This multi-biennia program will consist of upgrades to classrooms and labs and reconfigure and improve offices and academic support space (common and gathering areas). All work completed will ensure building systems are upgraded or replaced to extend the useful life of the asset or space. Unlike minor works, projects in this category can exceed \$2 million and include fixtures, furniture, and equipment.

The overall goal of this project includes the following:

- Ensure the Institution has adequate access to high-performance and modern learning, research, and academic support spaces;
- Preserve our aging facilities; and
- Provide the flexibility to be part of the swing space strategy for the Institution's upcoming major capital renewal projects.

Environmental Studies Center Renovation

Problem Statement:

The Environmental Studies Center (ES), home to the College of the Environment and Department of Geology, was constructed in 1973 and requires major preservation and programmatic improvements. Many of ES's mechanical systems are past their useful life, energy inefficient, and need major repair or replacement. Additionally, the building's porous envelope has developed numerous cracks, allowing water and air intrusion. The building's inflexible teaching space and technological deficiencies create challenges for Western to provide integrated learning and collaboration, modern instruction, and STEM-intensive uses.

Capital Solution:

Western requests design funding to implement a major renovation to ES that will address costly inefficiencies and maximize the building's potential. The renovation will address approximately \$30 million of maintenance and repairs backlog, implement an entirely new HVAC system, upgrade the exterior envelope, and provide modern teaching and research space needed for a 21st-century education.

This project includes a moderate addition to be built prior to the renovation of ES to accommodate high-intensity instructional and research labs. The addition will provide a portion of the swing space needed during ES renovation and accommodate short and long-term academic needs. The remaining swing space needs for ES renovation will be accommodated in existing space across campus. A portion of that space will require improvements under the Academic Facilities Renewal Program (see above).

Previous Appropriations:

The project received state appropriations to conduct a pre-design, due to be completed in June 2024.

Academic Renewal Projects I and II (Major Capital Projects)

These are out-year projects and Western is not requesting funding in the 2025-27 biennium. Each project will renovate or replace an entire facility past its useful life and experiencing preservation and programmatic challenges. The facilities identified will be contingent on completing the Capital Development and Strategic Visioning Plan. However, we have identified Wilson Library, Performing Arts Center, Fine Arts, Arntzen, Arts Annex, and Humanities Building as facilities that are high-priority projects for renewal and may be included in these projects.

STATE FUNDING – INFRASTRUCTURE

Critical Safety, Access Control, and Fiber Optic Network Upgrades

Problem Statement:

The campus fiber optic network has reached the end of its expected life and constrains growth in academic instruction; fire and life safety systems; business operations; and building automated control systems. Most significantly, the current fiber network constrains Western's ability to make urgently needed changes to the campus electronic access control system. Existing manual and electronic locks are no longer adequate to meet campus efficiency, safety, and security obligations.

Capital Solution:

Western is requesting funding to extend and upgrade the fiber optic communications system between and within buildings and install electronic controls on exterior doors and designated high-security internal doors of all major academic buildings. The project will also install new hardware on classroom doors to enable locking from the inside in the case of an active shooter emergency.

These upgrades will enable Western to meet the continuing mission-critical communication and life safety needs of students, faculty, and staff. A unified electronic access control system will simplify and improve campus building access and security; provide improved integration with other security systems such as video monitoring and intrusion detection; and simplify dispatch functions during emergency responses. Manual classroom locks are operable from the inside

and form a last line of defense should an active shooter incident occur. This project is proposed to accomplish the following:

- Replace the existing campus fiber optic network, including improving efficiency by combining stand-alone switches and controllers to reduce space, power, and cooling needs;
- Upgrade power to network equipment closets to include emergency power and cooling;
- Bring affected data communication conduits and cable trays into electrical code compliance by removing abandoned electrical cable and adding new trays where necessary;
- Reduce operating costs by reducing or eliminating the need for daily manual locking and opening of academic buildings and by consolidating existing dedicated networks, such as Building Automation Control, onto a common high-capacity backbone;
- Provide centralized lockdown functionality to facilitate more agile, appropriate, and effective response capabilities in the event of a campus emergency; and
- Provide classrooms with internally lockable doors so that students and faculty can effectively take shelter under the “Run, Hide, Fight” response to an active shooter.

This funding request will complete this previously funded project.

Previous Appropriations:

This project received partial funding in the 2021-23 and 2023-25 biennia. These appropriations will implement over 35,000 feet of fiber (of the approximately 155,000 total), 130 exterior access control locks (of the 290 total), and 100 classroom/lab lock upgrades. This will also move the data center from the Administrative Services Center to the Communications Facility.

Heating System Carbon Reduction & Energy Efficiency Improvements

Problem Statement:

Western relies on an over 75-year-old gas-fired central steam plant and distribution system to heat most of its facilities. The plant accounts for approximately 97% of Western’s direct greenhouse gas (GHG) emissions. This is exacerbated by approximately 30% of all heat generated by the Steam Plant is unavoidably lost in distribution.

The current plant uses antiquated systems to run the natural gas-fired boilers. These systems require substantial upkeep and frequent replacement of parts. Finding replacement parts and technicians to perform repairs has become increasingly difficult as these systems age and become obsolete. If Western cannot maintain and fix these systems, the Steam Plant will be at risk of shutting down, thus shutting down University operations.

Additionally, the Steam Plant requires, per State law, an operator to be on-site 24 hours a day. Western has experienced increasing difficulty recruiting operators qualified to run steam plants.

Capital Solution:

Western requests Climate Commitment Account funding to convert our central steam heating system to a hot water, electric-based system. The project will include new plants utilizing electric-based air and water source heat pumps, new distribution system, heat exchanges, and potentially geothermal fields. Once complete, the existing steam plant will be decommissioned, reducing our GHG emissions by approximately 90%.

Prior Appropriations/Status:

A feasibility study was conducted in 2022 ([Heating Conversion Feasibility Study](#)), and design funding was appropriated in the 2023-25 State Capital Budget, funded with Climate Commitment Account funding. The project is reviewing all phasing and procurement options for its design and construction. The 2025-2027 request will be for the remainder of design and full construction of the project.

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa on behalf of Melynda Huskey, Vice President for Enrollment and Student Services

DATE: June 14, 2024

SUBJECT: APPROVAL OF S&A FEE ALLOCATION

PURPOSE: Action Item

Purpose of Submittal:

Presentation: Melynda Huskey, Vice President for Enrollment and Student Services
Michael Sledge, Executive Director of Student Life



MEMO

Services & Activities Fee Committee

To: Melynda Huskey, Vice President for Enrollment and Student Services

From: Michael Sledge, staff facilitator on behalf of S & A Fee Committee 2024
Chris Carthum (DRAC), Chair
Sophie Stobie (Campus Rec), Vice-Chair
Keara Ryan (Associated Students)
Trent Austin (Associated Students)
William Bogar (Residence Hall Association)
Brooke Walling (Athletics)
Jenna Buckholt (Athletics)
Sof Trujillo (The Centers)
Julia Hawkins (DRAC)

Date: June 5, 2024

Subject: Services & Activities (S & A) Fee Committee Recommendations for 2024-25 & 2025-26

The Services & Activities (S&A) Fee Committee is comprised of voting student members and non-voting members. The voting members are nine students representing Associated Students (2), Athletics (2), Departmentally Related Activities Committee (DRAC) (2), Campus Recreation (1), Centers for Student Access, Community, and Intercultural Engagement (The Centers) (1), and the Residence Hall Association/RHA (1). The Committee also included a staff facilitator on behalf of the Vice President for Enrollment and Student Services. A staff member from the Vice President's office attends to record minutes. A student was selected from among, and by, the voting members to serve as this year's chairperson. The committee also includes non-voting advisors and budget experts from each of the constituent areas who support student members in understanding their work. The Services and Activities (S&A) Fee Committee operates under the authority of [RCW 28B.15.045](#) and makes recommendations on the level and distribution of S&A Fees.

This year's S&A Fee Committee convened in spring quarter 2024 and became orientated to the guidelines and requirements of their work, learned about the constituent areas' work and budgets, and then deliberated, discussed and made decisions about future Services & Activities fee levels and budget allocations. The S&A fee committee's charge continues to be difficult as the constituent areas' budgets all look different from one another; this remains a challenge for student members to balance competing needs and departmental priorities when direct budget comparisons are complicated. While S&A fee dollars fund items used for the express purpose of funding student activities and programs, some constituent areas supplement with fundraising activities (e.g. student clubs that fundraise for programming; sports club athletes engaging in mandatory fundraising). Additionally, mandatory increases to minimum wages for student employees as well as staff wages/salaries strain each budget even with the maximum allowable

increase to the S&A fee (4%, as recommended by last year’s committee, and approved by the Board of Trustees October 12, 2023).

Constituent areas each provided overview presentations of their work including their efforts in Access, Equity, Diversity and Inclusion (AEDI) and retention, or other areas of the Strategic Plan. Student members of the constituent area made the presentations and other student committee members asked questions in order to best understand the work being done. Following a preliminary fall quarter enrollment estimate provided to the committee before May 1, each constituent made a budget proposal (May 1 Campus Rec; May 8 for all others) and responded to questions from student committee members.

This process includes two public comment periods to provide an opportunity for input from members of the campus community. Notice of these comment periods was posted on the S&A Fee Committee website, and meeting materials including minutes, can be found at <https://vpess.wvu.edu/services-and-activities-fee-meetings-and-documents>

Recommendations

1. 2024-25 CONSTITUENT BUDGET ALLOCATIONS

The committee members expressed their general preferences early in discussion to fund The Centers’ new Latine Student Center, and the Outback Farm’s move out of Associated Students to DRAC. There was recognition by the committee members that mandatory wage & salary increases put demands on each constituent budget particularly the larger budgets. Beyond that, the committee worked to try to provide each constituent area with as close to their requested budget as possible, recognizing that two constituent areas were significantly underfunded in last year’s committee decision. The committee members worked collaboratively and moved through three budgeting scenarios, with one amendment, before deciding 7-2 on the final budget allocation recommendation on May 22, 2024.

	2023-24 Actual		2024-25 Constituent Requests		2024-25 Projection	
Total S&A Distributions	8,207,231	Actual	8,344,596	Budget	8,344,596	Budget
Housing, Dining & Student Union System*	1,169,028		1,169,024		1,169,024	
To Loan Fund (3.5% as required)	287,253		292,061		292,061	
Music Copyright	21,321		23,200		23,200	
Remaining Available for Constituents	6,729,629		6,860,311		6,860,311	
Distribution to Consituents	\$ Amount	%	\$ Amount	%	\$ Amount	%
Associated Students	2,517,554	37.4%	2,628,110	36.9%	\$2,487,549	36.26%
AEDI	495,974	7.4%	563,826	7.9%	\$506,290	7.38%
Athletics	2,117,141	31.5%	2,222,604	31.2%	\$2,195,300	32.00%
Campus Recreation	454,923	6.8%	481,104	6.8%	\$483,652	7.05%
Departmentally Related Activities	1,144,037	17.0%	1,223,139	17.2%	\$1,187,520	17.31%
Constituent Subtotal	6,729,629	100.0%	7,118,783	100.0%	6,860,311	100.0%
			(258,472) Over Budget			

* Per bondcovenants the Housing, Dining & Student Union System receives \$32.00 per full-time student and \$6.40 per part-time student.

2. SUMMER 2024 ALLOCATIONS AND SUMMER 2025 FEE

The Summer 2024 rate is \$15.78 per credit (historically set at 65.15% of the preceding academic year's rate of \$24.23 per credit.) The committee considered summer budget proposals and recommends the following distribution percentages after robust discussion and by a vote of 6-1-0 (2 absences) on June 5, 2024. Budget projections include an expectation of a slight increase in enrollment.

Summer 2024 Distributions				Billable Student Credit Hours		22,503			
				Projected Revenue Available for Distribution (after H&D)		\$296,173			
				REQUESTS		MANUAL AMOUNTS			
Proposed Constituent Distributions				REQUESTS	% Increase from Prior Yr Actual	% of Total	Proposed Manual \$ Amounts	% increase from Prior Yr	% of Total
		Associated Students	\$165,880	8.1%	56.97%	\$ 174,386	13.63%	58.88%	
		The Centers (ADEI)	\$21,000	6.5%	7.21%	\$ 20,500	3.93%	6.92%	
		Campus Rec	\$15,003	4.0%	5.15%	\$ 15,003	3.95%	5.07%	
		DRAC	\$89,284	-0.7%	30.66%	\$ 86,284	-4.06%	29.13%	
		Total	\$ 291,167	4.9%	100.0%	\$ 296,173	6.71%	100.00%	

In October of 2023, the Board of Trustees set the S&A Fee level at \$250.66 or \$25.07 per credit for the 2024-25 academic year. Accordingly, the Summer 2025 fee level will be \$16.33 (65.15%) r credit to \$15.78 per credit (65.15% of \$24.225)

3. ACADEMIC YEAR 2025-26 FEE LEVEL

Due to last year's change in when tuition is set (SB 5079 – Tuition Establishment Date), and to align S&A fee decision process with the Board of Trustees' tuition-setting process in October of each year, this year's committee voted June 5, 2024 on the fee level for 2025-26 (but the distribution to constituents which will be recommended by next year's committee.) The committee voted 7-0-0 (2 absences) to recommend a 4% increase to the non-bond pledged portion of the 2025-26 fee, an effective rate of 3.49% on the entire fee. The 2025-26 fee would increase to \$259.41 per quarter (from \$250.66 for 2024-25), or \$778.23 (from \$751.98) per academic year. Per RCW 28B.15.069 S&A fee increases are capped at 4% on the non-bond pledged portion of the fee.

Budget proposal summaries

Following are brief summaries of budget requests from each area. please note that some figures may not be fully reflective of final allocated budgets; constituent areas are expected to adjust their budgets based on allocations. They also understand that their budgets may need adjustment when actual budget allocations occur quarterly. Please note that each area does outstanding work, with some earning national recognition. For brevity, requested and recommended allocation amounts are noted in the table above rather than detailed below.

The **Centers for Student Access, Community, and Intercultural Engagement** (The Centers) consist of three departments, each led by a professional staff director: the Office of Multicultural Student Services, the Disability Access Center, and LGBTQ+ Western. The Centers allocates

S&A fees to fully fund three professional staff positions in the Office of Multicultural Student Services and approximately 40 student staff positions in the Blue Resource Center (BRC), Disability Outreach Center (DOC), Ethnic Student Center (ESC), and LGBTQ+ Western. The Latine Cultural Center is being created and S&A fees will pay for two student employees in this center for the first time in 2024-25. S&A fees also provide some operating support as well as significant event programming.

The **Campus Recreation** portion of the S&A allocation covers the administrative oversight and operations of Intramural Sports and Sports Clubs. The approved 7.05% of the S&A revenue will also support a volatile travel and space rental budget for 25 Sports Clubs. The S&A Fee currently funds roughly 40% of the annual Sports Clubs' expenses. 47% of the S&A fee allocation in 2023-24 covers sports clubs (50% for team travel, remaining for facility rentals, league tournament costs, officials and athletic trainers); 40% administration (including the Intramural Coordinator and 1-2 months of salary for Director, Associate Director, Assistant Director and Fiscal Technician 2); 13% intramurals (salary/wages for 25 referees, 10 supervisors, and 1 office staff).

The Associated Students budget covers nearly all of the operations of AS WWU which includes 16 full-time staff, more than 90 student employees, and 50 budgets. For most of these budgets, student budget coordinators provide significant input. Nearly half of the AS budget goes to staff wages and salaries. The AS includes:

- AS Board of Directors & Student Senate;
- Outdoor Center;
- Office of Civic Engagement;
- AS Productions (136 events in 2022-23 with over 18,000 attendees);
- Club activities (over 300 clubs);
- KUGS FM (over 90 volunteers from the community).

The AS shared that their internal budget process recommended significant program reductions in the Outdoor Center programming and in Student Employment, both in numbers of employees and budgeted hours.

Department Related Activities Committee (DRAC)

DRAC is composed of: Student Publications, Forensics, Theater and Dance, Music, International Affairs, WWU Racing and the Outback Farm (new). Student members of DRAC make up the majority of the committee which makes decisions about how DRAC funds are used. The S&A fee portion of DRAC funding is allocated 52% for student and admin pay; 27% program costs; 16% travel; and 5% equipment. DRAC's reports that its funding is divided amongst the following programs::

- 33% Student publications (the Front, Klipsun, Jeopardy, Planet, Occam's Razor);
- 24% music;
- 20% theater and dance;
- 15% forensics;
- 4% international affairs;
- 3% WWU racing; and
- 2% budget support.

Athletics

The S&A fee covers approximately 33% of the Athletics budget across the department. Overall, Athletics is budgeted lower than the national Div II and GNAC averages with a slightly higher percent of self-generated revenue (17% versus 13% Div II & 13.5% GNAC). The S&A fee is divided amongst the following areas in Athletics:

- Administration – 5.39%
- Women's Rowing – 6.19%
- Men's Golf – 3.8%
- Women's Golf – 3.85%
- Men's Basketball – 6.5%
- Women's Basketball – 11.34%
- Men's Soccer – 9.06%
- Women's Soccer – 9.72%
- Cross country/track & field – 8.56%
- Women's Volleyball – 9.96%
- Women's Softball – 12.61%
- Sports Information – 4.04%
- Certified Athletic Trainers – 3.85%
- Strength & Conditioning – 3.9%

Meeting materials including minutes, can be found at <https://vpess.wvu.edu/services-and-activities-fee-meetings-and-documents>

WESTERN WASHINGTON UNIVERSITY ITEM SUBMITTED TO THE BOARD OF TRUSTEES

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa by Becca Kenna-Schenk, Chief of Staff to the President

DATE: June 14, 2024

SUBJECT: **WWU Ground Lease Agreement with Olympic College for Construction of a WWU Academic Building on the OC-Poulsbo Campus**

PURPOSE: Action Item

Purpose of Submittal:

Western Washington University is requesting approval to enter into a ground lease with Olympic College for construction of a new WWU academic building on the Olympic College-Poulsbo campus.

Background Information:

WWU has offered bachelor's and master's degree programs on the Kitsap and Olympic Peninsulas since 1993 through its "Western on the Peninsulas" program, a network of academic locations designed to support degree attainment and regional growth. Co-located on the Olympic College Poulsbo and Bremerton campuses, as well as the Peninsula College campus in Port Angeles, Western's expanded programs include critical and highly sought after cybersecurity, data science, business, sociology, industrial systems design, and environmental science degree programs, and are focused on providing the necessary educational and workforce advancement opportunities for location-bound and non-traditional students in the region, including many present and former military personnel.

Western on the Peninsulas presently occupies office and classroom space at the Olympic College building on the OC-Poulsbo campus. With no space available in the existing Olympic College building to support expanded WWU programs and given Olympic College's plans to significantly expand their program offerings on the Poulsbo campus, a new academic building for WWU is critical to meeting that need.

A new academic building will contribute significantly to WWU's ability to fulfill its mission to support the population of the Peninsulas with easy access to a post-secondary credential. WWU has been carefully developing programs that align with local business and industry, working with employees to understand what skills are needed from students when they graduate. In addition to these academic programs, WWU's Cyber Range Poulsbo operations are currently housed at the Olympic College-Poulsbo building. The Cyber Range has undergone dramatic growth in both size and scope, and now constitutes a major hub of support for cybersecurity education and innovation for the entire state of Washington, as well as serving as a partner in a major program facilitated by the Department of Homeland Security. Their current operations support

Ground Lease
between
The State Board for Community and Technical
Colleges/ Olympic College
and
Western Washington University

GROUND LEASE

This Ground Lease ("**Ground Lease**") is made by and between The State Board of Community And Technical Colleges (the "**State Board**"), as "**Ground Lessor**" on behalf of Olympic College, a community and technical college of the state of Washington organized under Ch. 28B.50 RCW (the "**College**"), and Western Washington University, a regional university of the state of Washington organized under Ch. 28B.35 RCW ("**WWU**" or "**Ground Lessee**"), collectively referred to herein as the "**Parties**" or individually as a "**Party**," as of the date that all Parties fully execute this Agreement (the "**Effective Date**").

RECITALS

- A.** The Ground Lessor, on behalf of the College, owns approximately 24.1 acres of property in Poulsbo, Washington, associated with Kitsap County Assessor's tax parcel nos. 102601-2-025-2000, 102601-2-058-2000, 102601-2-060-2006, on which the College operates its Poulsbo campus, the legal description of which is attached hereto as Exhibit A (collectively, the "**College Property**").
- B.** In 1997, the City of Poulsbo (the "**City**") adopted the Olhava Property Integrated Master Plan (the "**Master Plan**"). The Master Plan governs the development of the 215-acre Olhava Property, which includes the College Property.
- C.** In 2004, the College and Olhava Associates, L.P., as developers, and the City entered into a Development Agreement recorded with Kitsap County under No. 200404290005 for the Olhava Property (the "**Development Agreement**").
- D.** The College has constructed and currently operates a 38,755 SF building on the College Property. The College has a long-term plan for expanding its facilities on the College Property, including moving its Nursing and Allied Health Division programs to the College Property and developing a 70,000 SF Allied Health Building and 10,000 SF Health Clinic upon the College Property ("**College Current Use and Long Term Plan**").
- E.** The City adopted a development moratorium, Ordinance No. 2023-11, effective August 19,

2023 for a period of 12 months (the “**Development Moratorium**”). The Development Moratorium temporarily prohibits additional development in the designated Commercial and Business Park zones of the Olhava Property, which includes portions of the College Property, including the Leased Premises (defined below).

- F. Olympic College and WWU have heretofore collaborated in offering 4-year degree programs in business administration, business and sustainability, cyber security, early childhood education, environmental policy, environmental science, environmental studies, human services, multidisciplinary studies, and natural resource management to students through 2+2 programs, in which Olympic College students obtain an AAS-T degree and then transfer to WWU to obtain bachelor’s degrees in these fields. Through collaborative outreach and recruitment efforts, OC and WWU jointly benefit from the increasing number of students enrolled in these 2+2 degree programs.
- G. WWU wishes to enhance its presence in the Kitsap and Olympic Peninsulas including the addition of new bachelor’s degree programs in sociology, data science, and industrial and systems engineering and graduate degree programs in social work and nursing (“**Programs**”) by constructing a new, approximately 40,000 SF academic facility (the “**Improvements**”) on a portion of the College Property (the “**Project**”). These new degree programs will result in increased enrollments for both Olympic College and WWU. Pathways to new graduate programs will allow students to transfer from Olympic College to WWU. For example, planning is underway for a pathway from Olympic College’s BSN to WWU’s MSN for nursing students and professionals.
- H. By collocating WWU’s Peninsulas operations on the Olympic College-Poulsbo campus, Olympic College and WWU both benefit from shared use of facilities, such as classroom and lab space, and use of WWU’s Cyber Range for educational purposes. This continued partnership will allow Olympic College and WWU to expand their support to students across both institutions.
- I. The College wishes to accommodate WWU by granting it a ground lease upon a portion of the College Property for the purpose of constructing such Improvements and operating the Programs, subject to the conditions provided herein.
- J. Ground Lessor and the College will benefit from having the Programs on the College Property in that the Programs will significantly enhance the College’s educational programs by providing additional pathways for students to pursue baccalaureate and graduate level degree programs in high demand fields. The College will also benefit from the new cyber facilities which the Ground Lessor will make available to the College for educational purposes.

AGREEMENT

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, the College, and Ground Lessee hereby agree as follows:

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 31 of this Ground Lease.

2. LEASED PREMISES; REVISIONS THERETO.

Ground Lessor does hereby lease to Ground Lessee, and Ground Lessee does hereby lease from Ground Lessor, the real property located in the City of Poulsbo, County of Kitsap, State of Washington, identified by County Assessor tax parcel no. 102601-2-060-2006, and more particularly described in the Legal Description for that property attached hereto as Exhibit B, together with all rights, title, and interest of Ground Lessor in and to all rights of way or use, servitudes, licenses, easements, tenements, hereditaments, and appurtenances now and hereafter belonging or pertaining to the use of such real property during the Term, provided however that Ground Lessor reserves to itself all easements and rights of access and use necessary or convenient to the College Current Use and Long Term Plan that do not unreasonably interfere with Ground Lessee's use of the property for the purposes provided hereunder (the "**Leased Premises**").

The Parties may, by mutual written agreement, elect to revise the location of the Leased Premises.

3. TERM; OPTION TO EXTEND.

This Ground Lease shall be for a term of thirty (30) years, commencing upon the Effective Date, (the "**Term**"). Ground Lessee shall have two consecutive options to extend Term each for an additional ten-years on the same terms and conditions contained herein (each an "**Extension Option**"). Ground Lessee shall give written notice to Ground Lessor and the College of its election to exercise an Extension Option, in writing, not fewer than thirty (30) days prior to expiration of the then-current Term.

4. FUNDAMENTAL PROJECT ELEMENTS AND SCHEDULE

Ground Lessee shall at its sole cost and expense, design, entitle, construct, and operate Improvements as described herein. The fundamental elements of the Improvements, as currently contemplated by the Parties, are as follows:

- Approximately 40,000 SF, 2-story building including:
 - Teaching/Learning Space including lecture hall and classrooms, offices, and faculty space
 - Common areas; and
 - Cybersecurity space

- Approximately 150 parking spaces
- All necessary utility facilities
- All necessary road, sidewalk, and access facilities

The final details and specifications for the Improvements will be agreed upon by the parties after Ground Lessee is appropriated the funds necessary to complete the Project. The parties will work in good faith to develop the **Project Schedule** as set forth in Exhibit C and the **Project Milestones** set forth on Exhibit D.

5. REVIEW OF PROPERTY

5.1. Delivery of Documents

The College shall deliver to Ground Lessee reports relating to the physical condition of the Leased Premises and other environmental testing and remediation of the Leased Premises to the extent they exist and are in the College's possession or can be obtained by the College, including engineering, mechanical, environmental, structural and seismographic reports and any additional studies and documents related to any Phase 1, Phase 2 and other environmental testing and remediation of the Leased Premises no later than thirty (30) days following the Effective Date. If Reports are available, the College has no actual knowledge that any of the Reports contain inaccurate information or that any of the Reports are incomplete. The College makes no other representations or warranties of any kind whatsoever to Ground Lessee as to the accuracy or completeness of the content of the Reports or any other information delivered to or made available to Ground Lessee pursuant to this Ground Lease, and beyond this specific representation, the College shall not have any liability or responsibility to Ground Lessee with respect to the accuracy or completeness of any of the Reports or other information or based upon or arising out of any use Ground Lessee may make of the Reports or other information.

5.2. Due Diligence Review.

During the time period between the Effective Date and one hundred eighty (180) days following the date the funds for the Project are appropriated to Ground Lessee by the State Legislature (the "**Due Diligence Period**"), Ground Lessee shall have the right to make an analysis of the Leased Premises including such engineering, feasibility studies, soils tests, environmental studies, and other investigations as Ground Lessee, in its sole discretion, may desire, with respect to the suitability of the Leased Premises for Ground Lessee's contemplated uses and to conduct such other review and investigation which Ground Lessee deems appropriate to satisfy itself to acquire the Leased Premises.

Ground Lessee shall coordinate with the College in advance of Ground Lessee's entry on the Leased Premises during the Due Diligence Period. The College reserves the right to have representatives present during any such inspections.

5.3. Approval/Disapproval of Due Diligence Review.

Prior to the expiration of the Due Diligence Period, Ground Lessee may notify the College in writing of Ground Lessee's approval or disapproval of the condition of the Leased Premises and Ground Lessee's investigations with respect thereto (excluding title matters), which approval may

be withheld in Ground Lessee's sole and absolute discretion ("**Due Diligence Notice**"). Ground Lessee's failure to deliver the Due Diligence Notice on or before the expiration of the Due Diligence Period shall be conclusively deemed Ground Lessee's approval thereof. Ground Lessee's disapproval of said matters shall automatically terminate the Ground Lease.

6. TITLE.

6.1. Title Contingency.

College shall cause a title company to be selected by Ground Lessee ("**Title Company**") to provide the College and Ground Lessee with a preliminary commitment for title insurance for the Leased Property ("**Title Commitment**") within three (3) business days following the Effective Date. Ground Lessee shall have thirty (30) days from the date of receipt of the Title Commitment (the "**Title Inspection Period**") to notify the College of its approval or disapproval of each exception in Schedule B of the Title Commitment (the "**Title Notice**"). Ground Lessee's failure to issue a Title Notice during the Title Inspection Period shall be conclusively deemed Ground Lessee's acceptance of any such matter. If Ground Lessee issues a Title Notice during the Title Inspection Period, the College shall have thirty (30) days to notify Ground Lessee whether the College will remove the objected to exceptions. If the College does not timely notify Ground Lessee that it will remove a matter to which Ground Lessee has objected, the College shall be deemed to have given notice of its election not to cause such matter to be removed. If the College elects or is deemed to elect not to remove any matter to which Ground Lessee has objected, Ground Lessee may terminate the Ground Lease by written notice to the College within ten (10) days of the date on which the College elects or is deemed to elect not to remove any such exceptions. Each exception in Schedule B of the Title Commitment to which Ground Lessee does not object in the Title Notice, and each such exception to which Ground Lessee does object, but College does not agree to remove, shall be referred to herein as "**Permitted Exceptions.**"

6.2. Title Insurance.

Ground Lessee may, in its discretion, obtain a policy of leasehold title insurance from the Title Company, at Ground Lessee's sole cost and expense.

6.3. Title to Improvements.

- a. Ground Lessor, on behalf of the College, shall retain fee simple title to the Leased Premises.
- b. Title and ownership of all Improvements, fixtures, and equipment hereafter located on the Leased 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.
- c. During the Term, and any renewals thereof, the Improvements shall not be conveyed, transferred, or assigned without the prior written consent of Ground Lessor and the College. Ground Lessee shall allow no other person to construct, except for Ground Lessee's account, any additional improvements on the Leased Premises, and except as allowed pursuant to Section 14.2 of this Ground Lease.

- d. 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.
- e. The Parties shall enter into reciprocal easements, covenants or other permanent mechanism to ensure smooth functioning of integrated elements of the project (for example, parking).

7. RENT PAYMENTS.

7.1. Rent.

Commencing on the Rent Commencement Date, Ground Lessee shall pay to the College the following Rent:

a. Base Rent.

In compliance with RCW 39.33.010 and RCW 43.09.210, the Base Rent for the Leased Premises shall be One Dollar (\$1.00) per year, on the or before the first day of the year, for each full or partial calendar year of the Term through to the end of the Term ("**Base Rent**"). The amount of Base Rent has been determined by the Parties taking into consideration the following criteria: (a) the Leased 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 Leased Premises; (e) the Ground Lessee's promise to use reasonable efforts to bring its students to attend classes in the Leased Premises as more fully described in Section 7.3; (e) the College's and or its students shared usage of portions of the Leased Premises to be determined more specifically in a Management Agreement to be negotiated and executed between the College and Ground Lessee; and (f) the unique partnership and benefits as described above in the Recitals.

b. Additional Rent.

Ground Lessee shall pay, within thirty (30) business days of the College's demand therefor any expenses incurred by the College resulting from Ground Lessee's failure to pay or cause to be paid any amounts owed to the College under this Ground Lease (other than Base Rent) or any person or entity, including, but not limited to, utilities, maintenance, impositions, liens, or encumbrances. ("**Additional Rent**").

7.2. Triple Net Lease; No Counterclaim; Abatement.

Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the College or the Ground Lessor be expected or required to make any payment of any kind whatsoever, including without limitation,

any regular or special assessments levied against the Leased Premises, or be under any obligation or liability hereunder, except as herein expressly set forth. Neither the Ground Lessor nor the College shall be responsible for any costs of repair, maintenance, or replacement whatsoever unless, and only to the extent, such repair, maintenance, or replacement is required primarily as a result of the negligence or willful misconduct of the College or its contractors, employees, officers, or agents (but not its patrons, students or the general public). Except as otherwise expressly provided herein, this Ground Lease shall continue in full force and effect, and the obligations of Ground Lessee shall not be released, discharged, or otherwise affected, by reason of any claim which Ground Lessee has or might have against the College or Ground Lessor; or any failure on the part of the College or Ground Lessor to perform or comply with any of the terms hereof or of any other agreement with Ground Lessee. Except as expressly provided in this Ground Lease, the obligations of Ground Lessee shall be separate and independent covenants and agreements.

7.3 Ground Lessee to Provide Classroom Instruction.

As additional consideration for Ground Lessee's benefit of this Lease, Ground Lessee shall use its reasonable best efforts to promote the Project to provide classroom instruction and to meet enrollment projections in every academic quarter or semester during the Term, beginning in the third year following Completion of the Project. Ground Lessee shall report annually to College, within thirty (30) days after the end of each academic year of the enrollment data in the preceding academic year. If Ground Lessee fails to meet its enrollment projections for any three consecutive academic years during the term of this Lease (beginning in the third year following Completion of the Project) and fails to achieve its enrollment projections for another academic year after College provides it with written notice of such failure and an opportunity to cure, the Parties shall resolve any dispute over this provision through the dispute resolution process contemplated in Section 30.14.

8. 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 Leased Premises and its ownership, operation, use, or possession.

9. USE AND CONDITION OF LEASED PREMISES.

9.1. Right of Entry Prior to Rent Commencement Date.

Prior to the Rent Commencement Date, Ground Lessee shall have a right of entry upon the Leased Premises to provide reasonable access as necessary to perform its Due Diligence as described in Section 5.2 and to achieve the conditions precedent described in Section 9.2. During that time, Ground Lessee shall coordinate with the College in advance of Ground Lessee's entry on the Leased Premises. Ground Lessee shall coordinate with the College in advance of Ground Lessee's entry on the Leased Premises prior to the Rent Commencement Date. The College reserves the right to have representatives present during any such entry. Ground Lessee shall

indemnify, defend, and hold the College and Ground Lessor harmless from and against any claims, injuries or damages arising out of or involving any such entry or activity as more fully described in Section 29. Any such activity shall be undertaken only after securing any necessary permits from the appropriate governmental agencies, if any, and providing the College with appropriate certificates of insurance or evidence of self insurance acceptable to the College in its sole discretion.

9.2. Possession Upon Rent Commencement Date.

Subject to Permitted Exceptions and easements and covenants reserved to Ground Lessor or College hereunder, sole possession of the Leased Premises shall be delivered to Ground Lessee on the Rent Commencement Date, free and clear of any other tenancies or right of occupancy or use, and Ground Lessee shall take possession as of that date. The **Rent Commencement Date** shall mean the date on which Ground Lessee has satisfied all of the following conditions precedent:

- 9.2.1.** College and Ground Lessee have entered into the Management Agreement, described in Section 9.4
- 9.2.2.** College has approved the Design Documents, as described in Section 11.2
- 9.2.3.** College has approved the Financing Plan, as described in Section 9.5
- 9.2.4.** Ground Lessee has obtained all necessary Entitlements for the Project
- 9.2.5.** Ground Lessee has entered into a Construction Contract for the Project supported by the Approved Financing Plan
- 9.2.6.** Ground Lessee has obtained a Payment and Performance Bond as described in Section 13.2.

9.3. Leased Premises to be Used Solely for the Programs or other Mutually Agreed Upon Educational Purpose.

Ground Lessee shall use the Leased Premises for the construction and operation of the Project to serve the educational purposes of the Programs. No other use may be made of the Leased Premises without the prior written approval of the College and the Ground Lessor.

9.4. Management Agreement.

Ground Lessee and the College shall execute a management agreement (the "Management Agreement") in a form and of substance approved by each of the Parties, which requires that the Leased Premises will be operated to allow reasonable access to Ground Lessee and College students, instructors, contractors and staff based on the terms agreed to in the Management Agreement consistent with both Ground Lessee's and the College's educational programming. The Management Agreement will also address ongoing maintenance, shared utilities (if applicable), use of Leased Premises by the College, custodial staff, security, and other joint operating issues.

9.5. Financing Plan

Ground Lessee shall submit the following information to the College, for review and approval by

the College:

- 9.5.1. A complete budget for the construction of the Project ("**Project Budget**") and all other improvements required by the Ground Lease, including all proposed sources and uses of funds, all "hard" and "soft" costs and contingencies, which will be submitted as part of WWU's legislative funding proposal.

Upon approval by the State Legislature, the financing plan for the initial construction of the Project shall constitute the **Approved Financing Plan** for the Project. Any material change to the Approved Financing Plan for prior to the Rent Commencement Date must first be submitted to and approved by College.

9.6. Prohibited Uses.

Ground Lessee shall not allow the Leased 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 Leased Premises or the Improvements. Ground Lessee shall not commit or suffer to be committed any waste in or upon the Leased Premises, the Improvements, or the landscaping. Ground Lessee shall not do or permit anything to be done on the Leased Premises or the Improvements that will cause damage to the Leased Premises or the Improvements.

9.7. AS-IS Condition of the Leased Premises.

Ground Lessee shall acquire the ground leasehold in the Leased Premises in its "AS-IS" condition. EXCEPT AS SPECIFICALLY SET FORTH IN THE GROUND LEASE, THE COLLEGE MAKES AND WILL MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE PHYSICAL CONDITION OR VALUE OF THE LEASED PREMISES, THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES ON THE COLLEGE PROPERTY, SOILS CONDITIONS, OR OTHER PHYSICAL CHARACTERISTIC OF THE COLLEGE PROPERTY OR THE SUITABILITY OF THE COLLEGE PROPERTY FOR GROUND LESSEE'S INTENDED DEVELOPMENT. THE COLLEGE MAKES NO REPRESENTATION WHATSOEVER REGARDING THE FINANCIAL FEASIBILITY OF THE PROPOSED REDEVELOPMENT OF THE COLLEGE PROPERTY.

10. MODIFICATION OF EXISTING CITY RESTRICTIONS.

10.1. Termination or Expiration of Moratorium.

Development of the Leased Premises and other portions of the College Property are prohibited by the Moratorium as of the Effective Date. The Moratorium is expected to expire August 19, 2024, and the City has indicated its willingness to consider termination of Moratorium as it affects the College Property prior to that date. If the development restrictions contained in the Moratorium are not terminated by the date set forth in the Project Schedule, this Ground Lease may be terminated by either Party by sending written notice thereof to the other Party.

10.2. Amendments to the Master Plan and Development Agreement.

The Parties acknowledge that pursuant to the current Master Plan and Development Agreement, the College's planned future development and the Project cannot currently all be developed on the College Property and that to do so will require amendment of the Master Plan and Development Agreement (the "**Amendments**"). The College shall, in consultation with Ground Lessor and Ground Lessee, use commercially reasonable good faith efforts to pursue the

Amendments so as to accommodate the Project as well as the College's planned future development on the College Property. The College shall coordinate with Ground Lessee all submittals to the City regarding the amendments to the Master Plan and Development Agreement as it relates to the Project, allowing Ground Lessee at least five (5) business days to review the materials before submitting them to the City. College shall provide timely updates on the progress of the Master Plan and Development Agreement amendments, and allow Ground Lessee to attend the College's meetings with the City to stay informed.

If the City has not finally approved the Amendments by the date set forth in the Project Schedule, either Party may, in its sole discretion, terminate the Ground Lease. If Ground Lessee is not satisfied that the approved Amendments appropriately accommodate the Project, Ground Lessee may, in its sole discretion, terminate the Ground Lease by giving the College notice thereof within 30 days of the effective date of the amendments. If, after thorough discussions with the City, the Amendments proposed to be considered by the City Council do not, in Ground Lessee's opinion, appropriately accommodate the Project, and Ground Lessee determines that it will terminate this Ground Lease, then Ground Lessee shall use commercially reasonable efforts to inform the College of its decision to terminate the Ground Lease prior to the City's action approving the Amendments. If Ground Lessee terminates the Ground Lease, it shall pay to the College incurred Additional Entitlement Costs (as defined below) within 30 days of the termination.

The College shall be the lead applicant for the Amendments and shall bear the costs thereof; provided, however, that Ground Lessee shall reimburse the College for all reasonable costs associated with accommodating the Project within the amended Master Plan and Development Agreement, including without limitation, soft costs associated with City review, planning, design, submissions, community relations, and all supporting reports and studies related to the Amendments ("**Additional Entitlement Costs**"). Ground Lessee shall pay the College all reasonable net additional costs incurred by the College in future development on the College Property resulting from development of the Improvements as compared to the College's costs of development of the College Property without the Project ("**Additional Development Costs**"). The Parties shall use commercially reasonable efforts in good faith to agree upon the amount of the Additional Development Costs in advance of incurring these expenses. If the Parties fail to agree, then the amount shall be determined through the Dispute Resolution process set forth in Section 30.14.

11. LEASEHOLD IMPROVEMENTS.

11.1. General.

Construction and design of the Improvements shall be consistent with the then-current Master Plan, Development Agreement, and all other applicable City and other governmental rules and regulations, including the City's Design Review process (if required) (the "**Development Standards**"). No applications for approval or permits related to the Leased Property shall be submitted to City without the College's prior opportunity to review. Ground Lessee shall promptly provide the College with copies of all site plans, surveys, applications for land use approvals and permits, licenses, approvals, and other agreements with state and local governmental entities

with jurisdiction over the development and use of the Leased Premises.

11.2. Preparation and Approval of Design Documents.

a. Pre-design Consultation.

The College agrees to provide Ground Lessee with the College's design requirements and to make staff available to meet with Ground Lessee's design team to ensure appropriate design.

b. College Review and Approval.

Ground Lessee will invite a representative of College, designated by the College, on the group of "stakeholders" it convenes as part of its Project design and development effort and shall keep such College stakeholder representative regularly apprised of the progress of the development of the design of the Project and of the Project entitlement process. Ground Lessee shall, at its sole cost and expense, and on or before the deadlines established in the Project Schedule, prepare and submit to the College for its review any and all Design Documents for development of Improvements on the Leased Premises. The Design Documents to be reviewed by the College shall include all schematic design, design development, and construction documents related to the Project (the "**Design Documents**"). Ground Lessee shall give the College notice of the date Ground Lessee expects to submit each such Design Document to the College a reasonable time prior to such expected submittal date. Ground Lessor shall submit to the College electronic copies of the Design Documents. At the College's request, Ground Lessee shall also provide the College with up to three (3) hard copies of the Design Documents. Upon Ground Lessee's submittal of Design Documents to the College, the College shall promptly review the Design Documents and shall give Ground Lessee written notice within ten (10) business days following its receipt of such Design Documents of its approval or of any changes that are required in order for the College to approve the Design Documents. Ground Lessee shall, immediately following receipt of a proper notice of any disapproval or requested modification, undertake to further amend or modify the Design Documents so as to conform to the College's design requirements, Development Standards, and Legal Requirements and, upon completion thereof, the same shall be resubmitted to the College for its written approval within five (5) business days. Ground Lessee may dispute the decision of the College through the dispute resolution process contemplated in Section 30.14. The College agrees that Ground Lessee's consultants may, at the Ground Lessee's risk, continue to design during the College's review period.

c. Approved Plans.

Upon Olympic College's approval of any Design Document, Ground Lessee shall submit such approved document(s) to the relevant governmental authority for review (the "**Approved Plans**"). Except for change orders the net cost of which is under \$10,000 that may occur during the design and construction process, there shall be no material change in the Approved Plans without the prior written consent of the College.

11.3. Entitlements.

Ground Lessee shall exercise commercially reasonable efforts to secure, at its sole cost and expense, all development and building permits and approvals from the City and other regulatory authorities

with jurisdiction required for the Project (the "Entitlements"), in a timely manner according to the Project Schedule. The College and/or Ground Lessor shall join in the application for such Entitlements whenever such joinder is required and the College and/or Ground Lessor will timely provide owners' authorizations as may be required by regulatory authorities; provided, however, that the College shall incur no expense or liability in connection therewith. Prior to applying for any Entitlement with the City or other relevant regulatory authority, Ground Lessee shall submit any such application to the College for its review and approval, which the College shall timely review, comment on, and approve or disprove. Ground Lessee shall, immediately following receipt of a proper notice of any disapproval or requested modification, undertake to further amend or modify any Entitlement application so as to respond to the College's requirements, and upon completion thereof, the same shall be resubmitted to the College for its written approval. Upon the College's approval of any Entitlement application, Ground Lessee shall submit such approved application to the relevant governmental authority. Ground Lessee shall not agree to any Entitlement conditions proposed or approved by the City or other relevant governmental authority without prior approval from the College.

11.4. Construction of Improvements in Accordance with Development Standards.

Ground Lessee shall contract for the construction of the Improvements at its sole cost and expense and shall diligently and continuously prosecute construction so as to achieve Completion within the period set forth in the Project Schedule, subject to Enforced Delay in a good and workmanlike manner, free from defects in work or materials and in substantial accordance with the applicable Entitlements and the approved Construction Documents, free and clear of all Construction Liens and in compliance with all Laws. All necessary plans shall be prepared by qualified licensed architects and engineers. The Improvements shall be constructed in accordance with Class A Standards using high-quality materials and, if necessary, with plans and/or drawings prepared by a qualified licensed architect or space planner. All construction work shall be performed in a first-class manner by qualified contractors and subcontractors experienced in the respective trades in which they are engaged.

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, free and clear of all Liens and otherwise in accordance with the requirements of this Ground Lease subject to Section 11. 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. 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.

11.5. Disclaimer of Liability by the College.

Approval by the College of the Design Documents, Permit Packages, or 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 11.2 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 Leased Premises.

12. CONSTRUCTION IMPACTS AND MITIGATION.

Ground Lessee shall coordinate site logistics with the College to ensure wayfinding signage, barricades, and access points around the work site(s) provide good mobility for College students, faculty, and employees and construction operations while keeping one safe and secure from the other. During construction, Ground Lessee shall at all times require its General Contractor and any subcontractors to conduct all activities in conformance with this Ground Lease and so as not to materially interfere with, obstruct, or endanger Ground Lessor's or the College's facilities, property, or operations. Prior to beginning any new construction activities, Ground Lessor shall provide a construction staging and access plan for the College's review and approval.

13. LIENS.

13.1. 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 Leased 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 Leased Premises or by reason of the furnishing of labor, services, materials, or equipment to the Leased 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 13.1 shall survive the expiration or earlier termination of this Ground Lease.

13.2 Payment and Performance Bond.

Ground Lessee shall provide or cause its contractor(s) to provide a Payment and Performance Bond in compliance with RCW 39.08.010, the acceptance of which is subject to the College's review and approval, in which the obligation is to the state of Washington, guaranteeing payment for and faithful performance and completion (within the respective times provided in the Project Milestones) of the Project, in accordance with the Design Documents.

14. MAINTENANCE AND MODIFICATIONS OF LEASED PROPERTY.

14.1. Maintenance and Repairs.

Maintenance and repairs of the Leased 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. Ground Lessee shall maintain Improvements in good repair for the full Term. Ground Lessee shall maintain reserves or have another capitalization plan, subject to review by the College, sufficient to carry out its obligations to repair and maintain the improvements.

14.2. Modifications, Alterations, and Additions.

a. Ground Lessee shall not make any modifications, alterations, additions, or improvements to the Leased Premises or any part thereof (other than the Improvements) with a dollar value greater than \$25,000 ("Substantial Modifications") without first obtaining the prior written consent of the College. 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 Substantial Modifications shall be constructed in accordance with plans and specifications approved by the College. Notice and approvals required by this Section shall be given and all permits acquired as set forth in Section 11.2 herein.

b. Before commencing any work relative to the Substantial Modifications, 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 Leased Premises such notices as the College reasonably deems necessary to protect the Leased Premises and the College from construction or other Liens. Any Substantial Modifications 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 Leased Premises. Ground Lessee will procure all necessary permits before making any Substantial Modifications, repairs, 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 Leased Premises. Ground Lessee shall not permit any Liens to be levied against the Leased 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 13 of this Ground Lease.

15. 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 Leased Premises.

16. 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. Any mortgage will be subject to and subordinate to the rights of Ground Lessor or the

College under the Ground Lease and to the Ground Lessor's fee interest in the College Property. No mortgage of Ground Lessee's leasehold interest shall exceed the term of this Ground Lease.

17. ENVIRONMENTAL OBLIGATIONS OF THE PARTIES.

17.1. 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 31.11 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 31.15 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 Leased 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.
- d. "Release(d)" means any intentional or unintentional entry of any Hazardous Substance into the environment, including but not limited to the abandonment or disposal of containers of hazardous substances.

17.2. Responsibility for Cleanup/Remediation and Costs. If Hazardous Substances are discovered on the Leased Premises, without waiving any rights under RCW 70A.305, the parties shall first attempt to resolve any related dispute through the dispute resolution process contemplated in Section 30.14, provided that the parties shall initially meet and confer within five days (or later as schedules allow) of either party providing written notice of the presence of the subject Hazardous Substance(s). Allocation of responsibility for Environmental Costs shall be governed by Ch. 70A.305 RCW, the Model Toxics Control Act.

17.3. 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 customarily 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.

17.4. Environmental Inspection. The College reserves the right to inspect for Hazardous Substances and/or Ground Lessee's management of approved Hazardous Substances on the Premises at any reasonable time, and from time to time, with notice to Ground Lessee.

17.5. Disposal of Hazardous Substances. Ground Lessee, shall not 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.

17.6. 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.

17.7. 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.

17.8. Breach as Material Default. All Parties hereby specifically acknowledge and agree that each of the covenants, obligations, agreements, representations, and warranties set forth in Section 17 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 17 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.

17.9. Survival. Each of the covenants, agreements, obligations, representations, and warranties of the Parties set forth in this Section 17 shall survive the expiration or earlier termination of this Ground Lease.



18. INSURANCE POLICIES.

18.1. Ground Lessee Insurance. Ground Lessee, as a public institution of higher education, is self-insured for all exposures to tort liability, general liability, property damage liability, and vehicle liability arising out of the Ground Lessee's negligence, as provided in statute (RCW 4.92). Ground Lessee may satisfy all insurance obligations through its participation in the State of Washington Self-Insurance Liability Program ("SILP"), which provides liability insurance coverage up to \$5 million per occurrence with no deductible. Upon request, a certificate of insurance will be issued by the Washington State Office of Risk Management to Ground Lessor and the College.

18.2 Contractor Insurance.

a. Contractors other than Public Works Contractors. Ground Lessee as part of its normal practices shall cause its contractors, other than Public Works Contractors and Subcontractors, to maintain a comprehensive insurance program with appropriate coverage and limits for the products and/or services it is providing the Ground Lessee, which may include commercial general liability (CGL) insurance, business auto liability (BAP), professional (E&O) liability insurance, cyber insurance, workers compensation, and/or other insurance appropriate for special risks or circumstances.

b. Public Works Contractors and Subcontractors. Ground Lessee as part of its normal practices, shall cause Public Works Contractors and subcontractors to maintain a comprehensive insurance program with appropriate coverage and limits for the public works project services it is providing the Ground Lessee, which may include commercial general liability (CGL) insurance, umbrella/excess liability insurance, business auto liability (BAP), professional (E&O) liability insurance, contractors pollution liability insurance (CPL), builders risk insurance/installation floater, workers compensation, and/or other insurance appropriate for special risks or circumstances.

c. General Insurance Requirements. When required by Ground lessee above, College and Ground Lessor and their respective officials (appointed and elected), officers, agents, and employees shall be named as an additional insured on Contractors' liability insurance policies (except workers compensation and professional liability insurance).

Contractors shall waive all rights against College and Ground Lessor and their respective officials (appointed and elected), officers, agents, and employees for recovery of damages to the extent these damages are covered by property insurance policies maintained by the Contractor.

Ground Lessee shall cause its Contractors to require each of their subcontractors, if applicable, to maintain insurance of the type specified herein for the Contractor.

19. DAMAGE OR DESTRUCTION OF PREMISES

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 subject to the legislature's appropriations, 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 Ground Lessee is required or otherwise elects to repair, reconstruct or replace the Improvements, Ground Lessee shall repair, reconstruct or replace them so that upon completion the Improvements are substantially as existed prior to the damage or destruction.

20. CONDEMNATION.

If during the Term there is a taking or damaging of all or any portion of the Leased 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 Leased 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 or other applicable condemnation law with respect to the taking of the Leased Premises shall belong to Ground Lessor, provided however the portion of the award related to Ground Lessee's interest in the remaining term of the Ground Lease, including the value of Ground Lessee's right to the Improvements for the remaining term of the Ground Lease (subject to Ground Lessor's right under Section 6.3 to ownership of the Improvements upon termination of the Ground Lease at the end of the remaining term) shall belong to Ground Lessee. If during the Term there is a partial taking of a part of the Leased Premises by Condemnation, and the Parties agree that a reasonable use can be made of the remainder of the Leased Premises, then this Ground Lease will continue in full force and effect as to the remainder of the Leased Premises with any award for such partial taking payable in full to Ground Lessee.

21. ASSIGNMENT AND SUBLETTING.

Ground Lessee shall not assign nor sublet any portion of the Leased Premises without first obtaining the College's and Ground Lessor's prior written consent. Assignment and/or subletting must align with the Parties' missions.

22. 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.

23. DEFAULT.

The occurrence of any of the following shall constitute a material default ("**Material Default**") under this Ground Lease:

23.1. Failure to Pay.

Ground Lessee's 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;

23.2. Failure to Commence Construction.

Ground Lessee's failure to commence construction of the Improvements as required by the Ground Lease for one hundred eighty (180) days after the issuance of building permits by the City, subject to Enforced Delay;

23.3. Abandonment.

Ground Lessee's abandoning or substantial suspension of construction of the Project for a period of ninety (90) days after written notice of such abandonment or suspension from the College, subject to Enforced Delay;

23.4. Prohibited Transfer.

Ground Lessee's assignment of the Ground Lease, or any rights therein applicable to the Project Site, or transfer or suffering of any involuntary transfer of Ground Lessee's interest in the Leased Property, or any part thereof, in violation of the Ground Lease, if such violation shall not be cured within thirty (30) days after the date of receipt of written notice thereof by the College;

23.5. Violation of Educational Mission.

Ground Lessee's utilization of the Leased Premises in a manner inconsistent with its educational mission without the prior consent of Ground Lessor and 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; or

23.6. 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.

23.7. Enforced Delay.

Performance by either Party hereunder shall not be deemed to be in default where delays or defaults are not, with respect to Ground Lessee, due to Ground Lessee's failure to diligently prosecute the Improvements to completion, and with respect to the College, due to College's failure to diligently perform its obligations hereunder, but are primarily due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; acts of the "public enemy"; epidemics; pandemics; quarantine restrictions; freight embargoes; governmental restrictions; refusal or delays by the regulatory agency with jurisdiction in the issuance of permits and approvals for or

directly affecting the Project (except that to the extent that such refusal or delay results from acts or the failure to act of a Party, such refusal or delays shall not excuse performance of that Party), litigation directly related to the Project; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, consultant, or supplier; acts or failure to act of the other party; acts or the failure to act of a public or governmental agency or entity (except that acts or the failure to act of either party as a governmental agency shall not excuse performance by the party); or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. Enforced Delay of one Project Milestone shall entitle Ground Lessee additional time to complete all subsequent Project Milestones which are affected by the Enforced Delay.

In the event of such a delay (herein “**Enforced Delay**”), the Party delayed shall continue to exercise reasonable diligence to minimize the period of the delay. An extension of time for any such cause shall be limited to the period of the Enforced Delay, and shall commence to run from the time of the discovery of the cause, provided notice by the party claiming such extension is sent to the other party within thirty (30) days of when the party providing the notice first discovered the cause.

24. TERMINATION.

24.1. Termination Prior to Rent Commencement Date.

In addition to all other remedies available at law or in equity, either Party shall have the right, at its option and subject to legal process, to terminate the Ground Lease upon sixty (60) days written notice if prior to the Rent Commencement Date, (i) Ground Lessee fails to obtain through appropriation or otherwise by the date set forth for such Project Milestone on Exhibit D, subject to Enforced Delay all of the funds necessary to complete the Project as set forth in the Project Budget and Approved Financing Plan; (ii) Ground Lessee fails to obtain a building permit for the Project by the date set forth for such Project Milestone on Exhibit D, subject to Enforced Delay; (iii) the City fails to amend the Master Plan, Development Agreement and/or the Moratorium in a way that allows for satisfactory development of the Project by the date set forth for such Project Milestone on Exhibit D, subject to Enforced Delay.

24.2. Termination After Rent Commencement Date.

In addition to all other remedies available at law or in equity, the College and the Ground Lessor shall have the right, at its option and subject to legal process, to terminate the Ground Lease upon sixty (60) days written notice if after the Rent Commencement Date, Ground Lessee (i) fails to commence construction as described in Section 23.2 above; (ii) abandons the Project as described in Section 23.3 above; (iii) fails to complete the Project on the date set forth on the Project Milestones on Exhibit D, subject to Enforced Delay, or shall commit a Material Default.

24.3. Effect of Termination.

In event of termination of the Ground Lease by Ground Lessor or the College, as set forth in this Section 24, and in addition to all other remedies available at law or in equity:

- a. title to the Improvements shall pass to the College and the Ground Lessor; and

- b. Ground Lessee shall, promptly upon the College's request and without additional consideration, assign the applicable permits and governmental approvals and the construction contracts and all other agreements, licenses and rights applicable to the Project to the College;
- c. In the event of any termination that does not result from a material default by College or Ground Lessor and upon request by the College, copies of all drawings, specifications, reports, records, documents, and other materials prepared by WWU, its employees, agents, and subcontractors in the performance of the Ground Lease, which documents are in the possession of WWU and are not confidential and which WWU is authorized to release, shall be delivered to the College. College shall have an unrestricted right to use such documents and materials as if it were in all respects the owner of the same, subject to the ownership or proprietary rights of third parties (as to which WWU makes no warranty, representation, or assurance).

25. REMEDIES.

25.1. 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 **Leased** Premises. In no event shall the provisions of this Section 25 be construed to limit the right of the College, Ground Lessor, or Ground Lessee to terminate this Ground Lease pursuant to Section 24.



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

26. SIGNS.

Ground Lessee shall not place identification signage, other signage, advertisements, awnings, banners, or other exterior decorations on the exterior of the Leased 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.

27. DUTIES OF THE PARTIES UPON TERMINATION.

27.1. Duties on Termination.

Upon expiration or earlier termination of this Ground Lease, 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, 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. Alternatively, at College's sole discretion, College may direct Ground Lessee to demolish the Improvements and restore the Property to substantially its condition prior to construction of the Improvement at Ground Lessee's sole expense.

27.2 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 have 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 be deemed to be occupying the Premises on a month-to-month tenancy, during which Ground Lessee shall be bound by all of the terms, covenants and conditions herein specified, so far as applicable, and the parties shall enter into the dispute resolution process contemplated in Section 30.14 to negotiate the extension or termination of this Ground Lease or execution of a new ground lease for the Leased Premises. Actions necessary to restore the Leased Premises following the expiration or earlier termination of this Ground Lease shall not constitute a holdover.

28. 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.

29. INDEMNIFICATION.

29.1. Notwithstanding this Section 29, or elsewhere in this Ground Lease, the Ground Lessee, College, and Ground Lessor are entities of the State of Washington and may only assume liability, such as indemnification, defense, and hold harmless of another party under this Ground Lease, to the extent allowed under State of Washington Tort Claims Act and Self-Insurance Liability Program.

29.2. Ground Lessee. To the full extent permitted by law, Ground Lessor and College shall not be liable for any injury to any Person or for the loss of or any damage to any property occurring in or about the Leased Premises or the Improvements from any cause whatsoever (except to the extent of claims arising from the negligence or intentional misconduct of Ground Lessor or College or their agents or contractors or any of their officers, directors, partners, members, invitees, volunteers, or employees (collectively, "**Ground Lessor Parties**")). Ground Lessee hereby agrees to indemnify and hold harmless Ground Lessor Indemnified Parties from and against all claims, charges, liabilities, obligations, penalties, causes of actions, liens, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to any matter arising from Ground Lessee's or any Ground Lessee's agents or contractors or any of their officers, directors, partners, members, invitees, volunteers, or employees (collectively, "**Ground Lessee Parties**") use of the Premises, the

Improvements, the construction of the Improvements, or conduct of any business or activity upon the Premises, or any work or other thing done, permitted or suffered by any of such Person(s) in or about the Premises; Ground Lessee's failure to perform any of its obligations under this Lease; and Ground Lessee's failure to comply with any applicable law relating to the Premises or its activities thereon; and from any breach or non-compliance of Ground Lessee under any Development Related Agreement executed by Ground Lessor or College or any other agreement or instrument otherwise executed by Ground Lessor, in its capacity as fee owner of the Property, or College at the request of Ground Lessee. Ground Lessee's liability and obligations under this Section 29.2 shall survive any termination or expiration of this Lease with respect to any indemnified claim arising from events prior to such expiration or termination. The foregoing provisions shall not be construed to make Ground Lessee responsible for loss, damage, liability or expense to the extent caused by the negligence or willful misconduct of Ground Lessor Parties. Section 17.3 above provides the exclusive indemnity with respect to Hazardous Substances and this Section 29 shall not apply to such claims.

29.3. Ground Lessor. To the full extent permitted by law, Ground Lessor hereby agrees to indemnify and hold harmless Ground Lessee and Ground Lessee Parties from and against all claims, charges, liabilities, obligations, penalties, causes of actions, liens, damages, costs and expenses, including reasonable attorneys' fees, to the extent arising from the negligence or intentional misconduct of Ground Lessor Parties occurring at the Premises. Ground Lessor's liability and obligations under this Section 29.3 shall survive any termination or expiration of this Lease. The foregoing provisions shall not be construed to make Ground Lessor responsible for loss, damage, liability or expense to the extent caused by the negligence or willful misconduct of Ground Lessee. Section 17.3 above provides the exclusive indemnity with respect to Hazardous Substances and this Section 29 shall not apply to such claims.

29.4. Qualification Pursuant to RCW 4.24.115.

To the extent that this Lease is deemed to be "a contract or agreement relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate" within the meaning of RCW 4.24.115, the foregoing indemnifications shall not extend to any Loss or Liability to the extent it arises out of (1) the sole negligence of any indemnitee and (2) if caused by or resulting from the concurrent negligence of (i) Ground Lessor Parties, and (ii) the Ground Lessee Parties, is valid and enforceable only to the extent of the indemnitor's negligence. SOLELY FOR THE PURPOSE OF EFFECTUATING THE INDEMNITIES CONTAINED IN THIS LEASE, INCLUDING SECTION 29, AND NOT FOR THE BENEFIT OF GROUND LESSOR'S, COLLEGE'S, OR GROUND LESSEE'S PARTIES' EMPLOYEES OR ANY THIRD PARTIES, GROUND LESSOR, COLLEGE, AND GROUND LESSEE HEREBY WAIVE ANY IMMUNITY GRANTED TO THEM UNDER THE WASHINGTON INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, AND AGREE THAT THIS WAIVER WAS EXPRESSLY AND SPECIFICALLY NEGOTIATED BY THE PARTIES.

30. MISCELLANEOUS PROVISIONS.

30.1. 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.

30.2. Governing Law.

This Ground Lease shall be governed by and construed and enforced in accordance with the laws of the state of Washington.

30.3. 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.

30.4. Venue.

The Parties hereto agree that Kitsap County, Washington is the proper jurisdiction and venue for legal proceedings of any matters relating to this Lease.

30.5. 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.

30.6. Captions.

Section captions contained in this Ground Lease are included for convenience only and form no part of the agreement between the Parties.

30.7. 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 or email (with a follow up mailed copy). 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 the College is:

Olympic College
1600 Chester Avenue

Bremerton, WA 98337
mcavalluzzi@olympic.edu

With a copy to:

Tricia Boerger (or current Assistant Attorney General for College)

tricia.boerger@atg.wa.gov

and the address of Ground Lessor is:

The State Board for Community and Technical Colleges
PO Box 42495
Olympia, WA 98504
capitalbudget@sbctc.edu

and the address of Ground Lessee is:

Western Washington University c/o Vice President of Business & Financial Affairs
516 High Street
Bellingham, WA 98225
VPBFA.office@wwu.edu

With a copy to:

Julie Nicoll (or current Assistant Attorney General for Ground Lessee)
Julie.nicoll@atg.wa.gov

30.8. Publicity.

No advertisement or other publicity concerning this Ground Lease or the terms therein shall be made or disseminated by any Party at any time without the review and approval of all Parties.

30.9. 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 or Ground Lessor unless and until an executed counterpart of the instrument of assignment shall have been delivered to the College and Ground Lessor and the College and Ground Lessor 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 Leased 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.

30.10. 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.

30.11. Nondiscrimination and Affirmative Action.

No Party shall discriminate in employment at the Leased 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.

30.12. 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, Ground Lessor 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.

30.13. Recording.

Ground Lessee shall record this Ground Lease with the Kitsap 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 Kitsap County Auditor's Office and provide the College with a copy.

30.14. Dispute Resolution.

Whenever a dispute arises between the Parties, the Parties shall employ every effort to resolve the dispute themselves without resorting to litigation, and otherwise resolve the dispute as required by RCW 43.17.330 as now or hereinafter amended.

30.15. Time is of the Essence.

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.

30.16. Payment Obligations Subject to Appropriation.

Ground Lessor, College, and Ground Lessee are each agencies of the State of Washington and each Party's ability to meet its respective obligations under this Ground Lease to make payments is subject to prior appropriation of funds by the Washington State Legislature. A Party's failure to make a required payment hereunder due solely to the failure of the Washington State Legislature to appropriate sufficient funds shall not be deemed a Default hereunder; provided, however, in the event of such a payment failure due to a failure of the Washington State Legislature to appropriate funds, either Party shall have the right to terminate this Ground Lease by sending notice thereof to the other Party.

30.17. Approval; Failure to Respond May Result in Deemed Approval.

Any requirement for a party's "approval" or "consent" or "agreement" throughout this Ground Lease shall not be unreasonably withheld, conditioned, or delayed unless otherwise expressly specified. Unless another time period is expressly provided in this Ground Lease, if a party fails to respond within ten (10) business days to a request for approval, consent, or agreement contemplated in this Ground Lease, then the request shall be conclusively deemed approved, consented to, or agreed upon unless otherwise expressly specified.

31. DEFINITIONS.

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

31.1. Approved Construction Plans. All plans and specifications in connection with the construction of the Improvements, including, but not limited to, final architectural drawings and specifications, final structural engineering plans, final civil engineering plans, final Landscaping plans and specifications, upon which the City is ready to issue all applicable site development, engineering, and building permits.

31.2. Calendar Year. A calendar year commencing January 1 and ending December 31.

31.3. College. Olympic College, an agency of the State of Washington.

31.4. College Property. The real property located in the City and owned by the College, as more particularly described in Exhibit A.

31.5. Completion. The point in time when all of the following shall have occurred: (1) issuance of a final certificate of occupancy by the City of Poulsbo and such other approvals required to permit occupancy and use the Project; (2) the construction of the Improvements has been fully completed and the architect preparing the Final Construction Documents for such Improvements has duly certified that the construction of the Improvements (including the Punch List Items) has been completed in accordance with such Final Construction Documents (3) recordation of a Notice of Completion, or similar instrument, by Ground Lessee or its contractor; and (4) payment, settlement or other extinguishment, discharge, release, waiver, bonding or insuring against any mechanic's lien that have been recorded or stop notices that have been delivered.

31.6. Construction Contract. The construction contract between Ground Lessee and the General Contractor for construction of the Improvements.

31.7. Construction Documents. All Approved Construction Plans upon which Ground Lessee, and its contractors, shall rely in connection with the construction of the Improvements, and the Construction Schedule.

31.8. Construction Liens. Liens of the General Contractor; other contractors, subcontractors of any tier, material suppliers, design professionals and others providing materials, equipment, fixtures, permits, or other goods or services for or in connection with the Project.

31.9. Development Standards. The Master Plan, the Development Agreement, the Poulsbo Municipal Code, and other governmental rules, regulations, and requirements applicable to development at the Olympic College campus, as amended.

31.10. Design Documents. All the documents describing and supporting the Concept Design, the Schematic Design, Design Development, and Construction Documents.

31.11. 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.

31.12. Fiscal Year. A twelve-month period commencing July 1 and ending June 30 of the following calendar year.

31.13. General Contractor. A licensed, experienced and financially responsible general contractor with whom Ground Lessee has entered into a Construction Contract for construction of the Improvements.

31.14. Ground Lessee. Refers to Western Washington University and its predecessors, successors, and assigns.

31.15. 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.

31.16. Improvements. The approximately 40,000 square foot Programs facility and related space and property to be constructed or present on the Real Property.

31.17. 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 Leased 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.

31.18. 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 Leased 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.

31.19. Liens. As defined in Section 13 of this Ground Lease.

31.20. Person. Any individual, association of individuals, corporation, limited liability company, partnership or other legal entity.

31.21. Personal Property. Equipment, furniture, and other movable personal property placed in or on the Leased Premises by Ground Lessee.

31.22. Rent. Base Rent and Additional Rent as defined in Section 7.1 of this Ground Lease.

31.23. Term. The period set forth in Section 3.

31.24. 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.

32. AUTHORITY.

Olympic 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. Western Washington University is a regional university of the state of Washington established and existing pursuant to Ch. 28B.35 RCW.

[Remainder of page intentionally blank; signatures on following page]

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

Sabah Randhawa, President
Western Washington University

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

Dr. Marty Cavaluzzi, President
Olympic College

Approved as to form this _____ day of _____, 2024.

Julie Nicoll, Assistant Attorney General on behalf
of Western Washington University

Approved as to form this ___ day of _____, 2024.

Tricia Boerger, Assistant Attorney General on
behalf of Olympic College

GROUND LESSOR ACKNOWLEDGEMENT

STATE OF WASHINGTON

County of Thurston

On this _____ day of _____, 2024, 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 Kitsap

On this _____ day of _____, 2024, before me personally appeared **MARTY CAVALUZZI**, to me known to be the President of Olympic 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 _____, 2024, I certify that I know or have satisfactory evidence that **SABAH RANDHAWA**, to me known to be the President of Western Washington University, 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 _____

EXHIBIT A – COLLEGE PROPERTY

THE NORTH ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY, WASHINGTON.

RESULTANT PARCEL B OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 200907300197, RECORDS OF KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: LOT 5-G, CITY OF POULSBO SHORT SUBDIVISION NO. P-106 (COLLEGE MARKETPLACE), RECORDED UNDER AUDITOR'S FILE NO. 200602090029, IN VOLUME 19 OF SHORT PLATS, PAGES 70-73, RECORDS OF KITSAP COUNTY, WASHINGTON; EXCEPTING THEREFROM THE WEST 65.50 FEET, SITUATED IN SECTION 10, TOWNSHIP 26 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY, WASHINGTON; TOGETHER WITH AND SUBJECT TO EASEMENTS, COVENANTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

LOT 5-I, CITY OF POULSBO SHORT PLAT NO. P-107 (COLLEGE MARKETPLACE), RECORDED UNDER AUDITOR'S FILE NO. 200602090030, IN VOLUME 19 OF SHORT PLATS, PAGES 74-77, THAT PART OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF TRACT V-3 OF KITSAP COUNTY LOT SEGREGATION AS RECORDED UNDER AUDITOR'S FILE NUMBER 200403230116; THENCE SOUTH 88°18'45" EAST ALONG THE NORTH LINE OF SAID TRACT V-3 A DISTANCE OF 431.60 FEET; THENCE SOUTH 1°54'04" WEST 233.72 FEET; THENCE NORTH 88°05'51" WEST 404.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE THE RADIUS POINT OF WHICH BEARS SOUTH 67°10'41" WEST 55.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 38.95 FEET THROUGH A CENTRAL ANGLE OF 40°34'16"; THENCE NORTH 1°54'09" EAST 205.14 FEET TO THE POINT OF BEGINNING. SITUATE IN CITY OF POULSBO, COUNTY OF KITSAP, STATE OF WASHINGTON.

EXHIBIT B – LEASED PREMISES

LOT 5-I, CITY OF POULSBO SHORT PLAT NO. P-107 (COLLEGE MARKETPLACE), RECORDED UNDER AUDITOR'S FILE NO. 200602090030, IN VOLUME 19 OF SHORT PLATS, PAGES 74-77, THAT PART OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF TRACT V-3 OF KITSAP COUNTY LOT SEGREGATION AS RECORDED UNDER AUDITOR'S FILE NUMBER 200403230116; THENCE SOUTH 88*18'45" EAST ALONG THE NORTH LINE OF SAID TRACT V-3 A DISTANCE OF 431.60 FEET; THENCE SOUTH 1*54'04" WEST 233.72 FEET; THENCE NORTH 88*05'51" WEST 404.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE THE RADIUS POINT OF WHICH BEARS SOUTH 67*10'41" WEST 55.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 38.95 FEET THROUGH A CENTRAL ANGLE OF 40*34'16"; THENCE NORTH 1*54'09" EAST 205.14 FEET TO THE POINT OF BEGINNING. SITUATE IN CITY OF POULSBO, COUNTY OF KITSAP, STATE OF WASHINGTON.

THIS LEGAL DESCRIPTION IS TAKEN FROM PUBLICLY AVAILABLE RECORDS AND HAS NOT BEEN EXAMINED FOR INSURABILITY OR LEGAL EFFECT. REFERENCE SHOULD BE MADE TO THE TITLE COMMITMENT FOR TITLE INSURANCE ISSUES.

EXHIBIT C – PROJECT SCHEDULE
[for discussion only – to be customized for the Project]

Task Name	Duration (weeks)	Start	Finish
NOTICE TO PROCEED			
DESIGN			
Master Plan / Confirm Program			
Schematic Design			
Prepare Design Review package -			
Complete Schematic Design			
Submit SD package for cost est.			
Design Development (all parcels)			
Prepare Site Plan Review			
documents			
Complete DD documents			
Submit DD package for cost est.			
Construction Documents			
Prepare Building Permit Set			
Prepare GMP Bid Set			
QC Review			
GMP Bid Set Issued- 100% CD			
Complete For-Construction Set			
ENTITLEMENTS			
Site Plan Review / Design Review			
Submit Design Review Packets			
Design Review Meeting			
Submit Site Review Documents			
City Review			
Site Plan Approval Publication			
Appeal Period			
Routing and Final			
Site Plan Issued			
PERMITTING - BUILDING			
Building Permit			

Task Name	Duration (weeks)	Start	Finish
Building Permit Intake			
City Review			
Issue Building Permit			
COST ESTIMATES			
SD Cost Estimate			
DD Cost Estimate			
Building Permit Cost Verification			
GMP Bid			
Negotiate Contract			
CONSTRUCTION			
Construction - Excavation & Shoring			
Construction - Foundation to Grade			
Construction - Building			

EXHIBIT D – PROJECT MILESTONES

[for discussion only – to be customized for the Project]

Task Name	Milestone Date
MASTER PLAN, DEVELOPMENT AGREEMENT AND/OR THE MORATORIUM AMENDMENT ENTITLEMENTS OBTAINED CONSTRUCTION CONTRACT EXECUTED ALL NECESSARY PROJECT FUNDS APPROPRIATED OR OTHERWISE COMMITTED CONSTRUCTION COMMENCES PROJECT COMPLETED	

**Western Washington University Resolution
to Approve Ground Lease with Olympic
College**

Resolution No. 2024-02

WHEREAS, since 2013, Western Washington University (“WWU”) and Olympic College have collaborated in offering 4-year degree programs to students through 2+2 programs, in which Olympic College students obtain an AAS-T degree and then transfer to WWU to obtain bachelor’s degrees in these fields.

WHEREAS, through collaborative outreach and recruitment efforts, WWU and Olympic College will jointly benefit from increasing the number of students enrolled in these 2+2 degree programs at the Olympic College Poulsbo campus;

WHEREAS, beginning in the 2015-17 budget cycle, the Washington State Legislature allocated funds to WWU to expand baccalaureate and graduate level degree programming on the Kitsap and Olympic peninsulas;

WHEREAS, the Presidents and Trustees of WWU and Olympic College have held discussions to develop a collaborative plan for WWU’s expansion on the Olympic College Poulsbo campus;

WHEREAS, WWU intends to request funding for the design and construction of a new academic building on the Olympic College Poulsbo campus in the State’s 2025-2027 Capital Budget and WWU has started working on the preliminary design of this proposed building;

WHEREAS, WWU wishes to enhance its presence in the Kitsap and Olympic Peninsulas including the addition of new bachelor’s degree programs in sociology, data science, and industrial and systems engineering and graduate degree programs in social work and nursing (“Programs”) by constructing a new, approximately 40,000 SF academic facility on a portion of the Olympic College Poulsbo campus;

WHEREAS, by collocating WWU’s Peninsulas operations on the Olympic College Poulsbo campus, WWU and Olympic College will both benefit from shared use of facilities, such as classroom and lab space, and use of WWU’s Cyber Range Center for educational purposes;

WHEREAS, this continued partnership will allow WWU and Olympic College to expand their support to students across both institutions;

WHEREAS, WWU and Olympic College have substantially agreed to the material terms of a ground lease that allows for a single, approximately 40,000 SF building to be paid for and constructed by WWU at the Olympic College Poulsbo campus; and

WHEREAS, on May 21, 2024, the Board of Trustees of Olympic College adopted a resolution approving the material terms of the draft ground lease and delegated authority to the President of Olympic College to approve the final ground lease; therefore,

BE IT RESOLVED, that the Board of Trustees of Western Washington University approves the ground lease in Attachment A to the Board materials, for a single building to be constructed by WWU

at the Olympic College Poulsbo campus and authorizes the President or his designee to sign the ground lease.

APPROVED by the Board of Trustees of Western Washington University at its meeting thereof duly and regularly held this 14th day of June 2024.

Task Name	Duration (weeks)	Start	Finish
Building Permit Intake			
City Review			
Issue Building Permit			
COST ESTIMATES			
SD Cost Estimate			
DD Cost Estimate			
Building Permit Cost Verification			
GMP Bid			
Negotiate Contract			
CONSTRUCTION			
Construction - Excavation & Shoring			
Construction - Foundation to Grade			
Construction - Building			

EXHIBIT E – PROJECT MILESTONES

[for discussion only – to be customized for the Project]

Task Name	Milestone Date
MASTER PLAN, DEVELOPMENT AGREEMENT AND/OR THE MORATORIUM AMENDMENT ENTITLEMENTS OBTAINED CONSTRUCTION CONTRACT EXECUTED ALL NECESSARY PROJECT FUNDS APPROPRIATED OR OTHERWISE COMMITTED CONSTRUCTION COMMENCES PROJECT COMPLETED	

**Western Washington University Resolution
to Approve Ground Lease with Olympic
College**

Resolution No. 2024-02

WHEREAS, since 2013, Western Washington University (“WWU”) and Olympic College have collaborated in offering 4-year degree programs to students through 2+2 programs, in which Olympic College students obtain an AAS-T degree and then transfer to WWU to obtain bachelor’s degrees in these fields.

WHEREAS, through collaborative outreach and recruitment efforts, WWU and Olympic College will jointly benefit from increasing the number of students enrolled in these 2+2 degree programs at the Olympic College Poulsbo campus;

WHEREAS, beginning in the 2015-17 budget cycle, the Washington State Legislature allocated funds to WWU to expand baccalaureate and graduate level degree programming on the Kitsap and Olympic peninsulas;

WHEREAS, the Presidents and Trustees of WWU and Olympic College have held discussions to develop a collaborative plan for WWU’s expansion on the Olympic College Poulsbo campus;

WHEREAS, WWU intends to request funding for the design and construction of a new academic building on the Olympic College Poulsbo campus in the State’s 2025-2027 Capital Budget and WWU has started working on the preliminary design of this proposed building;

WHEREAS, WWU wishes to enhance its presence in the Kitsap and Olympic Peninsulas including the addition of new bachelor’s degree programs in sociology, data science, and industrial and systems engineering and graduate degree programs in social work and nursing (“Programs”) by constructing a new, approximately 40,000 SF academic facility on a portion of the Olympic College Poulsbo campus;

WHEREAS, by collocating WWU’s Peninsulas operations on the Olympic College Poulsbo campus, WWU and Olympic College will both benefit from shared use of facilities, such as classroom and lab space, and use of WWU’s Cyber Range Center for educational purposes;

WHEREAS, this continued partnership will allow WWU and Olympic College to expand their support to students across both institutions;

WHEREAS, WWU and Olympic College have substantially agreed to the material terms of a ground lease that allows for a single, approximately 40,000 SF building to be paid for and constructed by WWU at the Olympic College Poulsbo campus; and

WHEREAS, on May 21, 2024, the Board of Trustees of Olympic College adopted a resolution approving the material terms of the draft ground lease and delegated authority to the President of Olympic College to approve the final ground lease; therefore,

BE IT RESOLVED, that the Board of Trustees of Western Washington University approves and executes the ground lease in Attachment A to the Board materials, for a single building to be constructed by WWU at the Olympic College Poulsbo campus.

APPROVED by the Board of Trustees of Western Washington University at its meeting thereof duly and regularly held this 14th day of June 2024.

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa by Joyce Lopes, Vice President of Business and Financial Affairs

DATE: June 13, 2024

SUBJECT: **Approval of Real Property Sale**

PURPOSE: Action Item

Purpose of Submittal:

Approval of the sale of real property owned by Western Washington University.

Proposed Motion:

MOVED that the Board of Trustees of Western Washington University, upon the recommendation of the President, approve the sale of real property as identified on Attachment A owned by Western Washington University.

Supporting Information:

The University has accumulated various real estate properties in the greater Western Washington area over the years. It is prudent to periodically assess opportunities to develop these parcels or liquidate these assets to support university priorities. Staff have provided recommendations on potential uses or disposition for these properties as outlined in Attachment A.

Attachment A: WWU Real Properties



**Board of Trustees
June 14, 2024
WWU Real Properties**

Retain

Property Location	Notes
333 32nd Street (WWU Admin Services)	Relocate server room per state funding; relocate staff to 2nd floor; and potentially lease 1st floor
800 - 818 Ivy Terrace (All Parcels)	Demo; retain property and discuss with the city option of abandoning the cul de sac
709 High Street (Alumni House)	Hold for future alumni facility
800 Lincoln Street (Park & Ride)	Consider development through a P3 on the north lot
914 26th Street & Douglas Tract	Consider development—discuss with NAC Architects and potentially a P3 developer

Sell

Property Location	Notes
404 20th Street	
408 20th Street	
914 23rd Street (Graham Property)	
900 25th Street (Rawls Property)	
2225 Leadbetter PI Sinclair Island	Use proceeds to establish an endowment for student clubs
1725 Yacht Haven Road (San Juan Island)	Use proceeds to establish an endowment for Marine Center operations

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa on behalf of Joyce Lopes, Vice President for Business and Financial Affairs

DATE: June 14, 2024

SUBJECT: 2024 - 2025 Self-Sustaining Academic Year and Summer Session Tuition

PURPOSE: Action Item

Purpose of Submittal:

The Board of Trustees of Western Washington University, on recommendation of the President, approves the 2024 - 25 Self-Sustaining Academic Year Tuition Rates for each classification.

Presented By:

- Joyce Lopes, Vice President for Business and Financial Affairs
- Faye Gallant, Assistant Vice President for Strategy, Management & Budget
- Brad Johnson, Provost and Vice President for Academic Affairs
- Robert Squires, Vice Provost for Outreach and Continuing Education

Proposed Motion:

MOVED, that the 2024 – 25 Self-Sustaining Academic Year Tuition Rates be raised by 3% to the following rates: Undergraduate Course/Workshop \$307 per credit; Graduate Course/Workshop \$393 per credit; Graduate – Audiology Course/Workshop \$639 per credit; Graduate—Clinical Mental Health and School Counseling \$435 per credit; Graduate – MBA Program (Bellingham) Course/Workshop \$455 per credit; Graduate – Pathology Course/Workshop \$599 per credit; Self-Pace Course/Workshop \$170 per credit; Credit Option: Variable Fee \$50 to \$100 per credit; Continuous Enrollment \$50 flat, Viking Launch \$300 per credit; Undergraduate Degree Program Courses \$355 per credit; Graduate Degree Program Courses \$426 per credit; and Weekend MBA \$757 per credit.

FURTHER MOVED, that the Summer Session 2025 Tuition Rates be raised by 3% to the following rates: Resident – Undergraduate Summer Session \$307; Resident – Graduate Summer Session \$393; Non-Resident – Undergraduate Summer \$489; Non-Resident – Graduate Summer Session \$574; MBA – Resident – Graduate Summer Session \$455; and MBA – Non-Resident – Graduate Summer Session \$1,134. MBA tuition rates are banded from 10 to 18 credits.

FURTHER MOVED, that the Global Pathway Undergraduate Program tuition rate be approved at a flat rate of \$5,150 per quarter (a 3% increase from 2023 - 24).

Supporting Information:**Undergraduate Individual Course/Workshop and Graduate Individual Course/Workshop:**

The proposed increase to undergraduate course/workshop and graduate course/workshop is 3% for each category. Students elect to enroll in these courses for a variety of reasons including faculty-led travel opportunities, schedule flexibility, reduced time to degree, etc. This proposed change will offset expenses including support staff and faculty wages outlined in the Collective Bargaining Agreement.

Title	2023 - 2024 Per Credit	2024 - 2025 <i>Proposed</i> Per Credit	Percentage Increase
Undergraduate Course/Workshop	\$298	\$307	3%
Graduate Course/Workshop*	\$381	\$393	3%
Graduate – Audiology Course/Workshop*	\$621	\$639	3%
Graduate – Clinical Mental Health & School Counseling*	\$423	\$435	3%
Graduate – MBA Program (Bellingham) Course/Workshop*	\$441	\$455	3%
Graduate – Pathology Course/Workshop*	\$582	\$599	3%

* The rates for all graduate programs mirror the per-credit rate of state-supported offerings at the resident rate. Any further adjustment beyond the proposed rate to the state rate for these programs will be made to these tuition amounts.

WesternOnline Self-Paced Courses (Formerly Independent Learning):

The proposed increase to self-paced course/workshop fee is 3%.

Title	2023 - 2024 Per Credit	2024 - 2025 <i>Proposed</i> Per Credit	Percentage Increase
Self-Paced Course/Workshop	\$165	\$170	3%

Credit Option Courses:

No proposed increase to the Credit Option fee.

Title	2023 - 2024 Per Credit	2024 - 2025 <i>Proposed</i> Per Credit	Percentage Increase
Credit Option: Variable Fee	\$50 to \$100	\$50 to \$100	--

Continuous Enrollment:

No proposed increase to the Continuous Enrollment fee.

Title	2023 - 2024 Flat	2024 - 2025 <i>Proposed</i> Flat	Percentage Increase
Continuous Enrollment (GRAD 699): Flat Fee	\$50	\$50	--

Viking Launch Courses:

Viking Launch, Western's early start program for first year and transfer students, moved from state-support to self-sustaining. A proposed new rate has been established for the program.

Title	2023 - 2024 Per Credit	2024 - 2025 Proposed Per Credit	Percentage Increase
Viking Launch - Undergraduate Course/Program	N/A	\$300	N/A

Undergraduate Degree Program Courses:

The proposed increase to undergraduate degree program courses is 3%. These courses are part of self-sustaining degree programs in Bellingham and our satellite locations (Bremerton, Everett, Kirkland, Port Angeles, Poulsbo, Renton, and Online/Distance Learning). This proposed change will offset expenses including support staff and faculty wages outlined in the Collective Bargaining Agreement.

Title	2023 - 2024 Per Credit	2024 - 2025 Proposed Per Credit	Percentage Increase
Undergraduate Degree Program Courses	\$345	\$355	3%

Graduate Degree Program Courses:

The proposed increase to graduate degree program courses is 3%. These courses are part of self-sustaining degree programs in Bellingham and our satellite locations (Bremerton, Everett, Kirkland, Port Angeles, Poulsbo, Renton, and Online/Distance Learning). This proposed change will offset expenses including support staff and faculty wages outlined in the Collective Bargaining Agreement.

Title	2023 - 2024 Per Credit	2024 - 2025 Proposed Per Credit	Percentage Increase
Graduate Degree Program Courses	\$414	\$426	3%

Weekend MBA:

No proposed increase to the Weekend MBA program.

Title	2023 - 2024 Per Credit	2024 - 2025 Proposed Per Credit	Percentage Increase
Weekend MBA	\$757	\$757	--

Summer Session:

Summer Session rates have generally followed the prior state-supported increases. For Summer Session 2025 rates, we request review and approval with our Academic Year 2024-25 self-sustaining rates. The proposed increase to Summer Session rates is 3% for each category.

Title	Summer 2024 Per Credit	Summer 2025 Proposed Per Credit	Percentage Increase
Resident – Undergraduate Summer Session	\$299	\$307	3%
Resident – Graduate Summer Session	\$381**	\$393**	3%
Non-Resident – Undergraduate Summer	\$475	\$489	3%
Non-Resident – Graduate Summer Session	\$557	\$574	3%
MBA – Resident – Graduate Summer Session*	\$441**	\$455**	3%
MBA – Non-Resident – Graduate Summer Session*	\$1,101**	\$1,134**	3%

* MBA Tuition is banded from 10-18 credits.

** The rates for these programs mirror the per-credit rate of state-supported offerings at the resident rate. Any further adjustment beyond the proposed rate to the state rate for these programs will be made to these tuition amounts.

Global Pathway Program:

The Global Pathway Program prepares students for full matriculation at the Undergraduate level. The proposed increase is 3%.

Title	2023 - 2024 Per Credit	2024 - 2025 Proposed Per Credit	Percentage Increase
Global Pathway Undergraduate	\$5,000	\$5,150	3%

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa by Provost and Executive Vice President Brad Johnson

DATE: June 14, 2024

SUBJECT: **Approval of Spring Quarter Degrees**

PURPOSE: Action Item

Purpose of Submittal:

Board of Trustees responsibility to approve awarding of degrees

Proposed Motion:

MOVED, that the Board of Trustees of Western Washington University, on recommendation of the faculty and subject to the completion of any unmet requirements, approves awarding undergraduate and graduate degrees to the candidates listed in the files of the Registrar and Graduate Dean, for Spring Quarter 2024, effective June 14, 2024.

Supporting Information:

Lists on file with the Registrar and Graduate Dean.

<u>Students</u>	<u>June 2024</u>	<u>Comparison: June 2023</u>
<i>Undergraduates</i>	1639	1710
<i>Masters</i>	130	115
<i>Professional Doctorate</i>	13	5

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees
FROM: President Sabah Randhawa
DATE: June 14, 2024
SUBJECT: **Various Written Reports**
PURPOSE: Information Item

Purpose of Submittal:

President Randhawa respectfully presents the following written reports for the Board's information from various divisions and offices around campus.

- A. Enrollment Management Summary
- B. University Advancement Report
- C. Capital Program Report
- D. Capital Development and Strategic Vision Plan Update
- E. University Relations and Marketing Report
- F. Annual Grant Report
- G. Fellowship and Scholarship Report
- H. Report on Declared Majors
- I. Accessibility, Diversity, Equity and Inclusion Report
- J. Emeritus Status Report
- K. MWBE Report

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa on behalf of Melynda Huskey

DATE: June 14, 2024

SUBJECT: **Enrollment Management**

PURPOSE: Information Item

I. Enrollment

We have not had a spring quarter with so many twists and turns since Spring 2020. Despite FAFSA challenges, encampments, and labor stoppages, we continue to push through, and will celebrate with about 2,200 students at our June commencement ceremonies. Though we continue to face issues associated with the FAFSA, financial aid offers have been rolling out to new students. The end of this academic year marks an important turning point, as we see our smaller pandemic cohorts begin to graduate while we bring in larger new student cohorts.

Strategic Enrollment Management (SEM) Planning

Our Strategic Enrollment Management planning effort continues, as current strategies are being assessed and new initiatives are being launched with our enrollment goals in mind. There have been some interruptions to this work in the last few months, but we will regroup after the end of the spring term with the intention of producing recommendations and a plan in the next academic year.

Spring 2024 Enrollment

Census day for Spring 2024 was April 15th. This quarter we turned a corner, as this was the first quarter since before the pandemic where our overall enrollment was higher than that of the same quarter of the prior year.

[Graph on next page]

Spring Enrollment - All Students

Enrollment by Race/Ethnicity

	Spring 2019	Spring 2020	Spring 2021	Spring 2022	Spring 2023	Spring 2024
Hispanic or Latino Ethnicity	1,385 (9.5%)	1,451 (10.2%)	1,388 (10.4%)	1,372 (10.4%)	1,390 (10.7%)	1,421 (10.9%)
American Indian or AK Native	283 (1.9%)	259 (1.8%)	241 (1.8%)	221 (1.7%)	194 (1.5%)	180 (1.4%)
Asian	1,538 (10.6%)	1,533 (10.8%)	1,517 (11.4%)	1,514 (11.5%)	1,420 (10.9%)	1,419 (10.9%)
Black or African American	382 (2.6%)	375 (2.6%)	417 (3.1%)	404 (3.1%)	425 (3.3%)	416 (3.2%)
Native HI or Other Pacific Isl	65 (0.4%)	57 (0.4%)	55 (0.4%)	58 (0.4%)	73 (0.6%)	88 (0.7%)
White	10,288 (70.7%)	9,955 (69.9%)	9,100 (68.4%)	9,068 (68.6%)	8,964 (68.8%)	9,015 (68.9%)
Two or more races: Other	175 (1.2%)	173 (1.2%)	157 (1.2%)	173 (1.3%)	157 (1.2%)	130 (1.0%)
International	174 (1.2%)	146 (1.0%)	119 (0.9%)	150 (1.1%)	158 (1.2%)	152 (1.2%)
Race and ethnicity unknown	268 (1.8%)	286 (2.0%)	302 (2.3%)	258 (2.0%)	246 (1.9%)	257 (2.0%)
Total	14,558	14,235	13,296	13,218	13,027	13,078
<i>Students of Color</i>	3,828 (26.3%)	3,848 (27.0%)	3,775 (28.4%)	3,742 (28.3%)	3,659 (28.1%)	3,654 (27.9%)
<i>Non-Resident</i>	1,804 (12.4%)	1,620 (11.4%)	1,506 (11.3%)	1,719 (13.0%)	1,795 (13.8%)	1,861 (14.2%)
<i>First Generation</i>	4,568 (31.4%)	4,385 (30.8%)	3,934 (29.6%)	3,577 (27.1%)	2,971 (22.8%)	2,957 (22.6%)
<i>PELL-Eligible</i>	3,550 (24.4%)	3,279 (23.0%)	2,929 (22.0%)	2,757 (20.9%)	2,570 (19.7%)	2,670 (20.4%)

Representation of nonresident students in our enrolled population remains high this year compared to last, up again to 14.2% from 13.8% in Spring 2023. Students of color make up 27.9% of our student body (down slightly from last year), with our Latine population continuing to grow both in total count and as a percentage of overall enrollment. First-generation students are 22.6% of the overall population.

New first-year students continue to be a very small part of our new student population for spring (17 for Spring 2024, as compared to 19 in Spring 2023). The majority of our new student population in spring is consistently transfer students, and we continue to experience declines in transfer applications, confirmations, and enrollments. For Spring 2024, we enrolled 122 new transfer students, down from 145 last spring. Of our new transfer students, 35.2% identify as first-generation college students, and 27% identify as students of color.

Summer 2024 Enrollment

Registration for classes for Summer 2024 opened on May 7th, and as of June 5th (with three weeks to go until the start of the summer term), we have 3,102 students enrolled in summer courses—a 2.5% increase from this time in the registration process for Summer 2023.

Fall 2024 Enrollment

Registration opened for Fall 2024 on May 14th, and currently only continuing students are eligible to register for classes for fall. At this point in the year last year, registration had been open for four weeks instead of the three that it has been open this year. Despite the fact that registration has been open for one less week this year, enrollment for fall is up. As of June 5th, the total count of students registered for fall courses is 8,569, which is just over 2% up from this time in last year's cycle. We are still very early in the registration process for Fall 2024, but this is a positive sign as to the success of our retention efforts.

Fall 2024 Enrollment Outlook

The FAFSA challenges have been extraordinary this year, with the most significant impact expected to be on new student enrollment. We have been working all year to mitigate that impact. As of the writing of this report, we have passed the adjusted confirmation date of June 1st and can better assess the commitment level of new first-year students. Confirmations from new first-year students are down 5.4% from this time in last year's cycle. All things considered, this is a fortunate position to be in as we go into the summer.

Totals as of June 5, 2024:

New first-year students—Bellingham

	Applied	Admitted	Confirmed
2024	14,050	13,080	3,189
2023	14,178	12,889	3,370
2022	11,811	10,935	3,430
2021	10,490	10,081	3,089
2020	10,168	9,489	2,904

New transfers—Bellingham

	Applied	Admitted	Confirmed
2024	1,771	1,343	815
2023	1,861	1,414	867
2022	1,943	1,475	921
2021	1,768	1,438	941
2020	1,923	1,523	954

New transfers—other locations

	Applied	Admitted	Confirmed
2024	84	62	57
2023	76	58	49
2022	135	102	84
2021	204	104	100
2020	230	128	128

Important notes on New First-year Students for Fall 2024

- First-year application numbers are comparable to Fall 2023, after huge increases last year.
- The percentage of first-year applicants who have been offered admission is up from what it was at this time in the cycle for Fall 2023. (93.1% this cycle, compared to 90.9% for Fall 2023)
- The percentage of admitted students who have confirmed their intent to enroll (yield rate) is down modestly this year. (24.4% currently, compared to 26.1% for Fall 2023)
- The percentage of first-year confirmed students identifying as students of color is up slightly. (29.7% this cycle, compared to 29.4% for Fall 2023)
- The percentage of first-year confirmed students identifying as first-generation college students is down slightly. (24.3% currently, compared to 24.5% for Fall 2023)
 - Given the issues with the FAFSA this year, we are in a fortunate position not to have lost ground on first-generation students.
- The percentage of first-year confirmed students who are residents of Washington state is down slightly. (81.7% this cycle, compared to 82.3% for Fall 2023)

Important notes on New Transfer Students for Fall 2024

- The percentage of transfer students confirmed for Bellingham who identify as students of color is up slightly from what it was at this time in the cycle for Fall 2023. (25.9% this cycle, compared to 25.4% for Fall 2023)
- The percentage of transfer students confirmed for Bellingham who identify as first-generation college students is up significantly from last year. (35.6% this cycle, compared to 30.9% for Fall 2023)
- The percentage of transfer students confirmed for Bellingham who are residents of Washington state is up slightly. (87.1% this cycle, compared to 86.3% for Fall 2023)

Note: the June 1st confirmation date does not hold as much significance with the transfer population. We will continue to experience positive activity throughout this month and into early July.

Some information about FAFSA submission can be found below in the Student Aid section of this report. It is of interest to note that, among the new first-year students who have confirmed their intent to enroll this fall, a slightly larger percentage (less than a percentage point) have completed a FAFSA this year than among the same group at this time in last year's cycle. The number of completed FAFSAs among our confirmed new students is lower, but the percentage is slightly higher at 81.6%. The impact of the FAFSA challenges this year is not in those numbers but rather in the number of students who removed themselves from college-going status altogether—the decline in confirmations.

In addition to the issues associated with the FAFSA rollout, our recruitment team had to negotiate other disruptive events. Students and families have had a veritable minefield to navigate in finalizing their respective college or university choice, and some have unfortunately decided against choosing any college.

On-campus disruptions associated with pro-Palestinian protests made for national headlines and prompted local frustrations. There were instances when visiting students and parents were approached by protesters, which—according to some feedback—created a less-than-ideal environment for exploring a prospective school. Similarly, demonstrations related to WAWU's bargaining efforts also disrupted our ability to fully staff daily tours, prompting our office's management team to operate at sub-optimal levels while trying to meet prospective families' expectations. Additionally, for the tour guides who continued to work, there were instances when those engaged with the WAWU strike directly engaged with visitors, once again making for a disruptive and less positive experience, according to feedback received.

We will continue to support late-cycle confirmations well into the summer months. Additionally, we feel confident in melt-prevention efforts as we turn the corner and focus on the season ahead. We look forward to collaborating with partnering offices on calling campaigns and personal outreach efforts. This work will supplement standard messaging which invites students and families to monitor ongoing activities and to respond to important next steps, such as reserving their spots in A&R sessions or posting fun and celebratory messages through our social media campaigns.

II. Registrar

Commencement

There is a high level of excitement around commencement this year, in part because many of our graduates and their families were not able to celebrate in person when the pandemic interrupted their high school graduation ceremonies four years ago.

We will be celebrating the graduation of 2,658 students (with 2,696 degrees) from the Winter 2024, Spring 2024, and Summer 2024 terms in our June Commencement ceremonies—eight ceremonies over three days (June 14, 15, and 16). We expect almost all ceremonies to be at capacity, as the almost 2,200 students who will be attending have submitted information that they will be bringing a total of about 17,700 guests. We are excited to be hosting the ceremonies in a way that allows students to have more family and friends come to campus to celebrate their graduation with us.

You can find details about the schedule and the distribution of the colleges and majors into ceremonies as well as other details about commencement at <https://registrar.wvu.edu/june-commencement>.

Outstanding Graduate Awards

The Outstanding Graduate Award process has been updated since June 2023 to include graduates from all majors. {See [“Outstanding Graduate Award” under “Honors” in the catalog](#).} The honor of Outstanding Graduate has been granted to 114 graduating students this year.

III. Student Aid

Financial Aid Awarding Update

The Financial Aid Department began sending out financial aid packages to incoming students the first week in May (Tuesday, May 7th). Nearly, 9,000 financial aid packages have been sent to date. This came after months of delays and problems with the new FAFSA. The U.S. Department of Education (ED) began issuing FAFSA records to schools in mid-March, but with many errors. Financial aid staff worked to load the FAFSA data into our system—a process that typically takes over a month but was completed in just over a week. This was a necessary step in our effort to provide incoming students with financial aid packages as quickly as possible.

ED announced several other data integrity issues with the FAFSA that resulted in incorrect Student Aid Index calculations. At one point in April after loading all records and analyzing the data, we calculated that less than 50% of the FAFSA records we had received were accurate and complete. ED worked in late April to get the corrections made where the Student Aid Index had been miscalculated, and at the first of May released to schools the corrections to the many files with incorrect tax data.

Upon review of the FAFSA records, it was evident that many were incomplete due to such things as a missing signature or a lack of the required consent for tax data transfers—both of which required students to take action to make corrections. The Financial Aid team began identifying students that needed to take additional steps to correct their FAFSA and, in partnership with Admissions, sent communications to those students and parents, to encourage them to make the necessary corrections. Over 85% of those corrections have now been made, and continued outreach is being conducted to assist the remaining students.

Although ED has announced that the majority of FAFSA records that included incorrect data have been reprocessed, the financial aid team continues to identify and assist students who are still experiencing issues with their FAFSA. Additionally, staff members are continuing to provide increased support for FAFSA completion efforts.

FAFSA/WASFA Completion Rates

FAFSA completion rates continue to be down nationally. As of May 24, 2024, the National College Attainment Network (NCAN) reports a completion rate of 42.5% nationally—a drop of 14.4% compared to last academic year. The state of Washington is slightly behind the national

average, down 15.4% from last year at this time. Source: *FAFSA Tracker*, sponsored by the National College Attainment Network at <https://formyourfuture.org/fafsa-tracker/>. Historically, WWU students have had significantly higher completion rates than the national and state averages. Among our first-year applicants, last year 77% had completed a FAFSA by this time in the process; whereas this year we currently have 71% of the first-year applicants with a FAFSA submitted.

IV. New Student Services/Family Outreach

Orientation, Advising, and Registration (OAR) Programs for New Students

Plans for Fall Orientation, Advising, and Registration are in full swing for new fall students and their families. With the shift of Western's confirmation deadline to June 1st, the opening of the Fall Advising & Registration (Fall A&R) reservation system was adjusted to June 11th. NSSFO staff are finishing the building of the system and all communications to new students and families are on track to open the system on time. The Fall A&R Sessions will be held virtually, hosted by the Academic Advising and Student Achievement Center staff, with NSSFO providing daily operations support, reservation and records management, communications, and participant support. The 2024 Fall A&R Sessions feature 5 sessions in July for new Transfer and Post-baccalaureate students (sessions not required for these students), and these are followed by 17 sessions for new First-Year/Running Start students (sessions required for these students).

Family Outreach

Family Outreach support has increased since the Admission's Admitted Student Days events in April. The NSSFO Family Outreach Manager (FOM) is increasing the number of individual consultation appointments over the spring, summer, and early Fall where new students and their parents/family can sign up for a time to receive recommendations, referrals to campus services, and support regarding common tasks, topics, and developmental needs new students and families experience before a student's first quarter. The FOM has also worked closely with University Communications to produce our annual WWU Family Calendar, available for all new students.

A notable project of completion was an overhaul of the [Parents/Families website](#), including greater distinction of resources for new families or families of continuing students. Parents/Family of new students have information and resources more strategically organized into a better sequential-feeling checklist, similar to how the [New Student Orientation Checklist](#) information is organized. The Family webpages now have a similar navigational feel, eliminated redundancy, and a format that offers more space to add resources or action items.

Fall 2024 Western Welcome

Planning for this Fall's Western Welcome events will begin over the summer with a wide variety of departments, resource offices, and student organizations. Typically, the schedule is not confirmed until late August/early September, with most departments waiting until summer to engage in planning and preparation.

V. Veteran Services

Audit by U.S. Department of Veterans Affairs

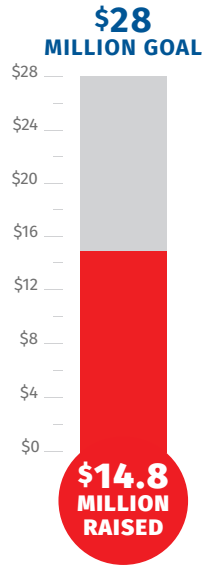
On May 6, 2024, we received the written report (and final findings) from the Department of Veterans Affairs (VA) compliance survey, conducted on April 5, 2024. That report has been shared with the University Auditor's Office and with President Randhawa and Vice President Huskey. There was only one finding that arose from the audit—one student for whom we were late in submitting the certification of enrollment. We were able to provide clarification and resolve the other issues that were noted during the exit interview. There are no financial findings.



UNIVERSITY ADVANCEMENT REPORT JUNE 2024

FUNDRAISING TO DATE

As of May 28, **\$14.8 million** has been raised toward our overall goal of **\$28 million** by June 30.



A RECORD-BREAKING WWU GIVE DAY

On April 25, Western celebrated our ninth successful WWU Give Day with a record \$1.2 million raised from more than 3,000 donors. This year, we had a generous, anonymous matching gift of \$250,000 for the Western Welcome Scholarship fund. The entire Western community helped spread the word and donors showed up in a big way for our students.

As part of our WWU Give Day storytelling, we highlighted four students who have received scholarships (Hannah Thorp, biology; Melaku Akawold, music and education; Lily Duong, education; Steph Johnson, biology). The profiles we shared on social media received excellent engagement, reaching more than 6,000 people and generating hundreds of clicks to the donation page. Thanks to everyone who participated!

9TH ANNUAL WWU GIVE DAY

TOTAL NUMBER OF DONORS WHO GAVE ON GIVE DAY	NUMBER OF DESIGNATIONS SUPPORTED	NUMBER OF NEW DONORS	FUNDS RAISED BY GIVE DAY AMBASSADORS
3,188	425	1,025	\$47,324
PRESIDENT'S SOCIETY SUPPORT			
158 GIFTS			TOTALING \$468,624

TOTAL AMOUNT RAISED **\$1,216,560**



WWU ALUMNI AWARDS CELEBRATION

The Foundation for WWU & Alumni presented the WWU Alumni Awards at a celebration on May 10. The winners were selected by the Engagement Committee of the Foundation board from nominations from all across the Western community. Board member Mason Luvera ('14) served as emcee for the event. Videos of each of the winners and the creation of the glass sculpture award are here: <https://tinyurl.com/54jbfxae>

And the photos from the evening are here: <https://tinyurl.com/5dh73tzx>



WESTERN CELEBRATES FIRST-EVER WWU BLOCK PARTY

On May 11, The Foundation for WWU & Alumni hosted the first-ever WWU Block Party! More than 700 alumni, community members, students, family, friends, faculty, and staff turned out. The celebration took place on the south end of campus near the Wade King Recreation Center. People danced to the music of Baby Cakes and enjoyed playing lawn games, caricature art, and taking campus tours. Food trucks kept everyone fed, while families enjoyed entertainment from the roving magician, cotton candy art, and we had perfect weather. Thank you to WECU for their sponsorship.

We're already thinking about next year! The photos from the Block Party are here: <https://tinyurl.com/2s3duebz>

SALISH SEA STUDIO OPENING CELEBRATION JUNE 13

The vision of a new state-of-the-art recording studio has become a reality as we look forward to the official opening of the Salish Sea Studio at Fairhaven College! Thanks to the generosity of Royal (Roy) Hanson (Fairhaven '75), the studio will provide current and future students the opportunity to make and record music, capture oral histories, and preserve Indigenous languages through the art of audio production.



Hanson, owner of Hanson Research Group, provided a gift to fund the creation of the studio. Moving the studio from downtown Bellingham to campus allows for greater access for students and faculty and creates opportunities for easier cross-campus collaboration.

Years in the making, the studio will be available 24 hours a day, seven days a week for students to record and engineer music. Additionally, the space will be used for capturing Indigenous languages, oral histories, and other important cultural projects.

Hanson was inspired by his love of music. In addition to his career in pharmaceutical research, Hanson is a guitarist, playing rock blues, traditional folk, and Irish folk music.

The Audiology Technology, Music, and Society minor at Fairhaven, under the guidance of assistant professor of music and society Mark Miyake, will also benefit greatly from the studio. The flagship minor is a popular attractor of students to Fairhaven, and the courses often fill within minutes of opening and the program.

The studio is only the latest example of Hanson's support for Fairhaven. He has also established the Roy Hanson Scholarship for Audio Recording and Music and has served on the Fairhaven College Advisory Board for many years.

Fairhaven's unique stamp on the world has just become even more impactful, given this gift.

The Salish Sea Studio grand opening is June 13 at 5:30 P.M. at Fairhaven College.



Capital Program Report

Board of Trustees

June 14, 2024

MAJOR / INTERMEDIATE CAPITAL PROJECTS

Kaiser Borsari Hall (Electrical Engineering and Computer Science)

Western is working with Perkins & Will, the design consultant, and Mortenson Company, the GC/CM contractor. Installation of the new staircase has begun in the Communications Facility (CF). Heavy Timber support beams, steel brace frames, and Cross Laminated Timber (CLT) wood panel installation was completed in November. The building is enclosed, and the permanent roof is complete. Work completed includes installation of air handler units, exterior windows, and permanent power to the building. Upcoming work includes installation of the elevator, southside sunshades, acoustical ceiling panels and flooring. The building is scheduled for occupancy in Winter Quarter 2025.

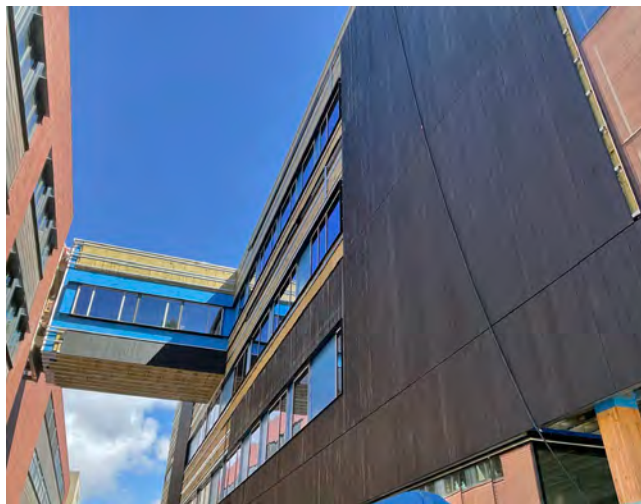


Figure 1: Siding and bridge



Figure 2: Southwest corner of building siding installation

Birnam Wood Siding and Bridges

This second phase of the project will replace the bridges and siding at Stacks 1 & 2 and replace siding at the laundry building at Birnam Wood. Dawson Construction, LLC, is the apparent low bidder and construction is scheduled to begin in June 2024.

Birnam Wood Parking Lot 27R Repair

Cascade Engineering Group has prepared a complete two-phase renewal for the parking lot at Birnam Wood. PELLCO Construction, Inc, is the apparent low bidder, and construction is scheduled to begin July 1, 2024.

Fairhaven Recording Studio

The contractor's work is complete and is in closeout. Acoustic panels and wall graphics will have been installed by June 14, 2024, in time for the dedication.

Multiple Building (MB) University Residences (UR) Access Controls and Telecom

This project will provide new access controls to existing doors and new telecom room power receptacles in multiple University Residences buildings across campus. The project was awarded to Valley Electric. The contractor has finished all major construction and achieved substantial completion in March 2024.

Multiple Building (MB) Security, Access Controls and Fiber Upgrades

This project will provide new access controls in existing academic buildings and upgrade fiber backbone cabling between buildings. The project designer is Hargis Engineers, and the general contractor is Dutton Electric Company. The contractor has completed all pathway and pre-work and is currently installing the new access control components. The project is scheduled to be completed in Summer 2024.

Fairhaven Hydronic Pipe and Valve Replacements

This project will replace failing heating water piping in Stacks 2, 4, 10, 11 and 12. CDK Construction is the apparent low bidder and construction is scheduled to begin in June 2024.

House of Healing

This project will provide a Coast Salish-inspired facility in an open meadow at the edge of the Sehome Hill Arboretum. Construction is scheduled to start early summer 2024 and to be complete by the end of summer 2025.



Figure 3: Architect's rendering of the House of Healing

Heating Conversion Project

The selected owner's advisor (OAC Services) is working towards a July 1, 2024, deadline to provide cost estimates, scheduling, and project delivery recommendations in support of the 2025-2027 Capital Budget Request. The recommended system type (low temperature system with four nodes) has not changed since the feasibility study and the deliverables will be based on that system.

University Residences Commons Generator Upgrades

This project will upgrade the backup generators at Viking Commons, Ridgeway Commons, and Fairhaven Academic to allow continued food service operations during a power outage. The project designer is K Engineers, and the general contractor is Dutton Electric Company. Construction officially began in February 2024 and Substantial Completion is scheduled for January 2025.

Student Development and Success Center

This project will provide a new facility that will co-locate a new Welcome Center with essential student recruitment and support services in one collaborative facility. The University envisions a welcoming beacon located at the south end of the academic core of campus to recruit and support students in ways that are effective for a changing demographic of students. Facilities Development and Operations has been approved by the state to use Progressive Design Build (PDB) as the project delivery method. The Design Build team is BNBuilders with Miller Hull. Validation Phase work will begin in June 2024, leading to Phase 1 work design phase that will continue through spring 2025.

Edens Hall Electronic Safety and Telecom Upgrades

This project will replace the existing fire alarm system and telecom cabling at Edens Hall with modern components and infrastructure. The project designer is K Engineers, and the general contractor is Dutton Electric Company. Construction began in May 2024 and Substantial Completion is scheduled for October 2024.

South Campus Infrastructure and Pedestrian Access Improvements

This project will provide construction of roadway improvements, pedestrian improvements including sidewalks from Bill McDonald Parkway to the House of Healing, and utility extensions along portions of 25th and Arboretum Drive. This scope of work is related to and will be conducted concurrently with the adjacent project, House of Healing. Trimaxx Construction Incorporated, Sedro Woolley, WA, is under contract and is performing pre-construction investigation, mobilizing, and stocking materials. Full construction is scheduled to begin June 5, 2024. The consultant designer is Freeland and Associates, Inc., Bellingham, WA. Construction will take place in summer of 2024.

Capital Development and Strategic Visioning Plan

The consultant team from NAC Architecture and Walker Macy has transitioned from a stakeholder engagement effort and the discovery phase during the Fall and Winter Quarters into detailed studies of development potential across main campus, including infill building sites and improvements to campus vehicle, pedestrian, micromobility (individual wheels), and accessible circulation paths. NAC collated a detailed analysis of around 10 of the highest needs buildings from facilities conditions and qualitative-need perspectives. The intent is to identify the next major project after the Environmental Studies renovation for the 10-year plan to be submitted with this year's 2-year capital funding request. The plan is expected to be completed around the end of 2024.

Predesign Studies: Environmental Studies Renovation & Academic Building at OC-Poulsbo

Both predesign projects are nearing completion, and the estimated project costs are included in the 2-year/10-year capital plan to be presented in this Board of Trustees meeting. The predesign reports are due July 1, 2024, to OFM for funding consideration in the 2025 legislative session, so the consultant teams are drafting each of their respective documents.

2023-2025 Capital Budget

The final 2023-2025 Capital Budget, Engrossed Substitute Senate Bill 5200 includes the following appropriations for Western:

- Student Development and Success Center: \$47,950,000
- Minor Works Preservation: \$4,888,000
- Access Control Security Upgrades: \$6,250,000
- Environmental Studies Renovation: \$500,000
- Classroom, Lab, and Collaborative Space Upgrades: \$1,500,000
- Minor Works Program: \$3,000,000
- Heating Conversion Project: \$10,000,000 (funded with the Climate Commitment Account)
- Preventative Facility Maintenance and Building System Repairs: \$3,614,000

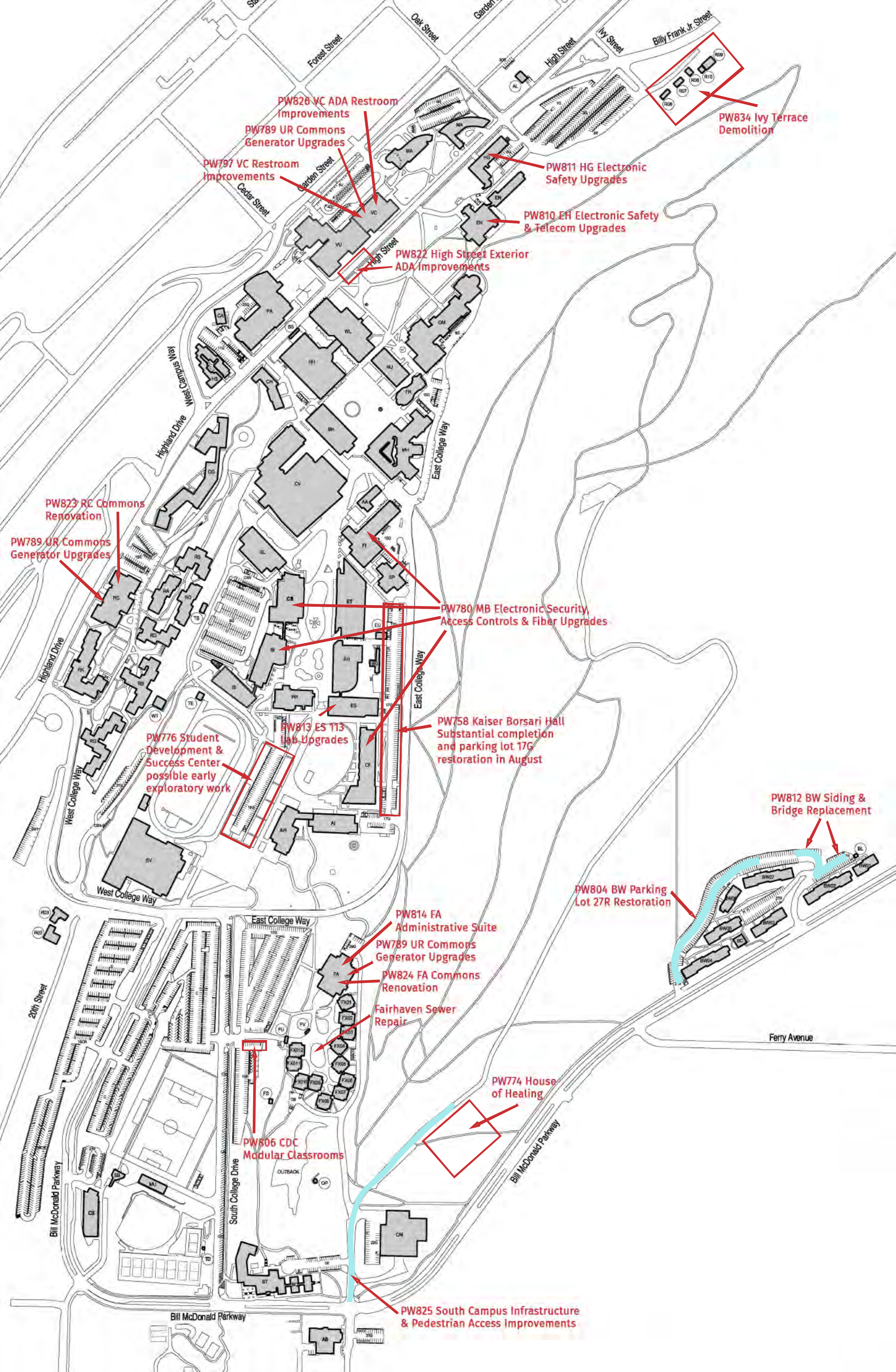
The final 2024 Supplemental Capital Budget, Engrossed Substitute Senate Bill 5949 includes the following for Western:

- Minor Works Preservation: \$500,000
- Electrical Engineering/Computer Science Building: up to \$4,900,000 in Certificate of Participation financing (only financing \$2,475,000)

For more information regarding the process and development of the Plan, as well as a comparison worksheet that compares Western's capital request to the various budgets, please visit the following website:

[2023-25 Capital Budget | Facilities Development & Operations | Western Washington University \(www.edu\)](https://fdo.wvu.edu/2023-25-capital-budget)
(<https://fdo.wvu.edu/2023-25-capital-budget>).

Western initiated the review and discussion of the 2025-2027 Capital Request (Request) and 2025-2035 Ten Year Capital Plan (Plan). The draft version of the Request and Plan was presented to the FARM Committee in April 2024 and the final versions will be presented to the Board in June 2024. The Board will be asked to approve the Request and Plan in order for Western staff to proceed with preparing the capital project proposals, due in early August 2024.



PW826 VC ADA Restroom Improvements

PW789 UR Commons Generator Upgrades

PW797 VC Restroom Improvements

PW811 HG Electronic Safety Upgrades

PW810 EH Electronic Safety & Telecom Upgrades

PW822 High Street Exterior ADA Improvements

PW834 Ivy Terrace Demolition

PW823 RC Commons Renovation

PW789 UR Commons Generator Upgrades

PW780 MB Electronic Security, Access Controls & Fiber Upgrades

PW776 Student Development & Success Center possible early exploratory work

PW813 ES 113 Lab Upgrades

PW758 Kaiser Borsari Hall Substantial completion and parking lot 17G restoration in August

PW812 BW Siding & Bridge Replacement

PW804 BW Parking Lot 27R Restoration

PW814 FA Administrative Suite

PW789 UR Commons Generator Upgrades

PW824 FA Commons Renovation

Fairhaven Sewer Repair

PW774 House of Healing

PW806 CDC Modular Classrooms

PW825 South Campus Infrastructure & Pedestrian Access Improvements

Small Public Works Projects Summer Construction

PW797 VC Restroom Improvements

The men's and women's restrooms on the fifth and sixth floors of the Viking Commons will be renovated to add fixtures, improve ADA accessibility, and create gender neutral restrooms. Construction is scheduled for summer 2024.

PW806 Child Development Center Modular Classrooms

This project will complete site preparation and add utilities for a modular building to house two classrooms and restrooms for the Child Development Center.

PW811 HG Electronic Safety Upgrades

This project will replace the existing fire alarm system at Higginson Hall.

PW813 ES 113 Lab Upgrades

This project will make ADA, electrical, mechanical, and architectural upgrades in Environmental Studies 113. Construction is planned for summer 2024.

PW814 FA Administrative Suite

This project will renovate the Fairhaven administrative suite to create additional offices and increase efficiency. Construction is planned for summer 2024.

PW822 High Street Exterior ADA Improvements

This project will make ADA upgrades to the High Street crosswalk in front of the Viking Union.

PW823 RC Commons Renovation

This project will renovate the Ridgeway Commons for improved food service.

PW824 FA Commons Renovation

This project will renovate the commons in the Fairhaven Academic Building for improved food service.

PW826 VC ADA Restroom Improvement

This project will modify the level 5 restrooms in the Viking Commons to make them ADA compliant for Veterans Services.

PW834 Ivy Terrace Demolition

This project will demolish the four residential rental structures that are past their useful life.

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa on behalf of Donna Gibbs V.P. University Relations & Marketing

DATE: June 14, 2024

SUBJECT: **University Relations & Marketing Report**

PURPOSE: Information Item

Purpose of Submittal:

A written report is provided on the recent activities of University Relations & Marketing.

Supporting Information:

Report Attached

OFFICE OF THE VICE PRESIDENT FOR UNIVERSITY RELATIONS & MARKETING

Spring quarter has felt like the best of times and the worst of times. Our University Communications team worked long hours to provide communications, messaging and social media monitoring

support to campus partners involved in the WAWU-UAW union negotiations and two-day strike by academic student employees, and to the incident command team set up to address the pro-Palestine encampment set up by the WWU Divest Apartheid coalition. In both cases, our UComm team expertly handled delicate news and social media engagement to manage disinformation and misinformation and minimize disruptions to campus operations and institutional reputation.

In addition, the team managed other issues including the ruling in the whistleblower case brought by former Internal Audit Director Antonia Allen and recent disclosures of harassment of female students in the Engineering Design department and its Formula SAE racing team.

The team of four also managed positive, proactive communications efforts including distribution of the Spring edition of Window Magazine devoted to the work of students and faculty on the global energy transition, including placement of an op-ed in the Seattle Times by WWU Energy Institute Director Darrin Magee, and guest editorship of the issue by WWU Journalism Alumna Amy Harder, one of the nation's top energy and climate change reporters and founding executive editor of Cipher News. Amy's prior work at Axios and the Wall Street Journal put her on Bill Gates' radar, and when she shared her opening note from the Window Magazine energy edition on LinkedIn, Gates took notice and reposted it.

The University Marketing & Brand Strategy team has also been hard at work supporting the final push on Fall 2024 enrollment. Our first-year undergraduate campaign continues to perform very well, with a majority of the conversion numbers for most outreach strategies exceeding those from last year. Since August, this year's campaign has generated 3,750 conversions, with notable increases in applications, form completions, and visit registrations. Pay-Per-Click (PPC) and Display/IP targeted ads are consistently surpassing last year's conversion numbers.

We were also pleased to bring protracted negotiations with the City of Bellingham on a ground lease in the Sehome Arboretum for the House of Healing longhouse to a successful close, and we were honored to host many members of our campus and extended community—including the chairs of the Lummi Nation and the Nooksack Tribe, the Mayor of Bellingham and Whatcom County Executive—at a blessing and ground-turning ceremony. At the event, President Randhawa delivered a historic apology for racist Native American teaching in the 1970s in the university's College of Education that was met with great appreciation.

On a final bittersweet note, we are sad to lose Jennifer Hine, executive director of the Washington Campus Coalition for the Public Good, after a near 29-year career at Western. Jennifer has been at the helm of WACC from its inception. The organization, which represents 46 public and private campuses across the state and Idaho, works to advance the public purpose of colleges and universities, educating students for the workforce and civic leadership to cultivate vital and sustainable communities. The original vision was that sponsorship of the organization would rotate among member campuses. It is a testament to Jennifer's leadership that WACC has been hosted at Western from the beginning. A national search for her replacement is underway. Final candidates will be brought to campus in August with an anticipated start date in Fall 2024.

MARKETING & COMMUNICATIONS

University Communications

Throughout an active spring quarter on campus, we navigated various weeks-long challenges including communications management of the WWU and WAWU bargaining process and strike and incident command communications during the student encampment protest. Our efforts were

focused on informing the community about campus safety and well-being, sharing timely practical information and expectations, and supporting constructive dialogue with bargaining partners, student encampment demonstrators, and media. In addition to reactive issues management efforts, there were notable proactive outreach achievements in earned media, social media, and publications, including the university's first-ever guest editorship with Amy Harder, WWU alumna and former journalist at the Wall Street Journal and Axios, now running Cipher News on climate, engagement with WWU content on social media by Bill Gates, and several higher profile earned media hits.

Other issues that received media attention included the ruling on the whistleblower case brought by former Internal Audit Director Antonia Allen and recent culture and conduct concerns related to the [Engineering Design department and its Formula SAE racing team](#) the latter of which the communications team worked closely with both leadership in the College of Science and Engineering, Office of Student Life, Civil Rights & Title IX Compliance and with the journalist.

News and Earned Media

In addition to high volume and ongoing coverage related to the WAWU contract negotiation and pro-Palestine encampment, WWU also garnered pitched media coverage during the quarter, with highlights including an [op-ed on energy](#) and climate in the Seattle Times by the director of the Institute for Energy Studies, Darrin Magee, as well as WWU faculty members receiving coverage in various outlets: Suzanne Strom in [Scientific American](#), David Wallin on [NBC News](#), Myron Shekelle in the [UK's Daily Mirror](#), and John Misasi on [KING5/TV](#).

KUOW also covered Washington state energy policy featuring Darrin Magee on the program Soundside. A pending op-ed in the Seattle Times will feature Ginny Broadhurst, director of the Salish Sea Institute, discussing shipping issues in the Salish Sea.

In addition, we secured local coverage in [Cascadia Daily News](#) on WWU's House of Healing blessing and ground-turning event.

The university's news website experienced a significant increase in traffic, largely due to interest in the WAWU strike and encampment news, faculty features in various national and international outlets such as Scientific American, NBC News, the UK's Daily Mirror, and local TV stations.

Social Media

WWU's social media channels, particularly Instagram, experienced explosive growth during the last two months. We have been focused on diversifying content across platforms, with more career services content on LinkedIn and student-focused content on Instagram. Although engagement on Facebook remains inconsistent, efforts to improve performance are ongoing.

Publications

Publication metrics remained steady, with consistent open and click-through rates for digital publications like Window Digital and the Family Connection Newsletter. The launch of the new window.wvu.edu website in April saw steady traffic, with a focus on multimedia and cross-channel storytelling to enhance audience engagement. Efforts to integrate audio and video content with print publication articles proved successful in driving audience interaction and retention.

WWU News Portal (news.wvu.edu) and Western Today

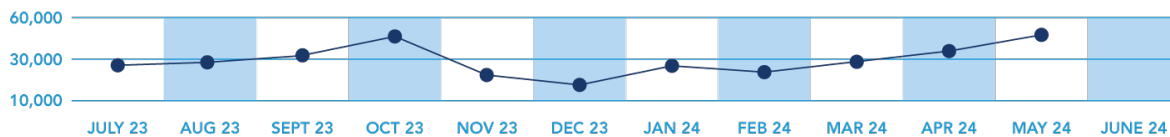
Total Sessions: 83,150

- April total users: 19,940, total page views: 35,885
- May total users: 24,749, total page views: 47,265

- April and May combined total users: 42,334 (vs. 31,194 for previous reporting period)
- April and May combined total page views: 83,150 (vs. 55,982 for previous reporting period)
- Highest WT email open rate: 32% (May 23)

Top Stories

- [Western Washington University to continue talks as WAWU begins strike](#) (5,288 views)
- [Encampment Updates and Resources](#) (2,665 views)
- [In Memoriam: Joanne DeMark](#) (1,256 views)



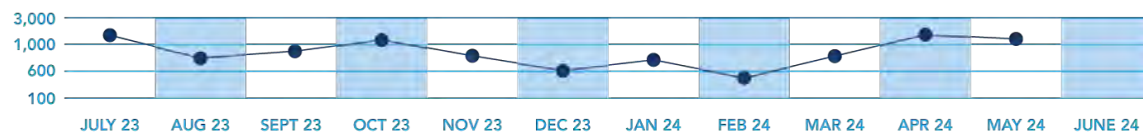
Earned Media

Total media mentions: 2,892

- April stories: 1,600
- May stories: 1,292
- Total stories (April and May): 2,892 (vs 1,290 for previous reporting period)
- Top-tier stories (Seattle Times, Axios Seattle, KUOW/KING, and other national and international media): 5 stories

Top Stories

- [Hundreds of Mountain Goats were flown to a new home. Very few survived](#) /NBC News (features WWU's David Wallin)
- [Star Wars creator answers fan theory: Was Yoda based on a tarsier, an Asian primate?](#) Daily Mirror (U.K.) (features WWU's Myron Shekelle)
- [Neither Plants nor Animals, These Ocean Organisms Protect Their Ecosystems against Heat Waves](#) Scientific American (features WWU's Suzanne Strom)



Social Media

Performance for WWU Primary Social Media Channels

Period measured: 3/23/24 – 5/28/24

LinkedIn

Total followers: 107,043 vs. 105,988 (3/22/24)
 New followers: 2.5k vs. 2.7k (Feb-Mar)
 Organic impressions: 268.5k vs. 252k (Feb-Mar)
 Engagement rate: 8.7% vs. 6.6% (Feb-Mar)

WWU outranked its competitors (UW, WSU, CWU and EWU) in engagement rate by more than 1%

(Source: LinkedIn Analytics)

Instagram (measured in 90-day cycles – period measured: Feb 28 – May 27)

Total followers: 33.4k (+2.7% over previous days)
Total impressions: 1,511,637 (+2.6% over previous 90 days)
Accounts engaged: 14k (-12% over previous 90 days)
Accounts reached: 156k (+104% over previous 90 days)
Non-followers reached: 131k (+149% over previous 90 days)
(Source: Instagram Analytics)

Facebook (measured in 90-day cycles – period measured: Feb 28 – May 27)

Total followers: 54,943 vs 54,788 (3/22/24)
New followers: 696 (-22% over previous 90 days)
Page reach: 417,601k (-17% over previous 90 days)
Engagement: 78.8k (-1% over previous 90 days)
(Source: Meta)

Window Magazine

Website: window.wvu.edu

- Total visits: 8,737
- Engaged visits*: 88.9%
- Most-clicked stories:
 - [‘Everything is about energy’: the many lives of Olivier Singbo](#)
 - [How we know the energy transition is here](#)
 - [Decoding the sounds of the rainforest](#)
 - [Lessons in hope](#)
 - [All things energy](#)
 - [An internship for a greener future](#)



Monthly Window Emails

April 2024

- Recipients: 135,369
- Opens: 28,368; 21%
- Clicks: 414; 1%
- Most-clicked stories:
 - [Lessons in hope](#)
 - [Photo gallery of the Coast Salish Longhouse dedication](#)
 - [How we know the energy transition is here](#)
 - [‘Everything is about energy’: the many lives of Olivier Singbo](#)
 - [Class Notes](#)
 - [Give Day: Stephanie Peterson](#)

May 2024

- Recipients: 132,580
- Opens: 37,499; 28%
- Clicks: 492; 1%
- Most-clicked stories:
 - [Decoding the sounds of the rainforest](#)
 - [An internship for a greener future](#)
 - [A life's work \(story\)](#)
 - [A life's work \(video\)](#)
 - [WWU Alumni Awards](#)
 - [Class Notes](#)

Family Connection E-Newsletter

April 2024

- Recipients: 11,008
- Open rate: 40.0%
- Clicks: 4.3%
- Top stories clicked:
 - [Spring career and internship fair](#)
 - [AS jobs listing](#)
 - [Career Center events](#)
 - [ResLife jobs listings](#)
 - [Career Center peer advisor job description](#)

May 2024

- Recipients: 11,042 (Message to families about the protest encampment)
- Open rate: 56.9%
- Clicks: 1.9%
- Top links clicked:
 - [News.wvu.edu](#)
 - [Sign up for Western Alerts](#)
 - [Sign up for the Family Connection Newsletter](#)
 - [Counseling Center crisis support](#)

*Note: Engagement measured by users who do at least one of the following: Visit two or more pages; Spend more than one minute on window.wvu.edu; Click through to another WWU link or a WWU Foundation link; Scroll down at least 10 percent of the page; Click on a related story; Visit window.wvu.edu for the first time.

University Marketing & Brand Strategy

The University Marketing team is a group of creative professionals dedicated to engaging Western Washington University's audiences through strategic marketing, branding and advertising. The team is responsible for advancing, managing, and protecting the Western brand. In addition to leading institutional campaigns, Western's University Marketing team works collaboratively to support the branding and marketing needs of our schools, centers, institutes, and administrative departments.

Admission and Recruitment

First Year Undergraduate

Throughout Spring Quarter, University Marketing and Admissions teams focused our digital marketing efforts on yield (admitted students who have not yet confirmed) and generating interest among high school students for future admission cycles.

Yield

This year's yield campaign, extended through May due to the confirmation deadline moving to June 1, emphasized converting admits into confirmed students. It features Taylor Swift-inspired ads, leveraging the [viral "Swiftquake" research by WWU's Jackie Caplan-Auerbach](#). The campaign performed well, earning a 29.5% higher click-through-rate than last year's yield IP targeting campaign despite a decrease in spend. The campaign has also generated a year-over-year increase in conversions, despite it being a challenging year for yield marketing due to FAFSA-related challenges and scheduling shifts.

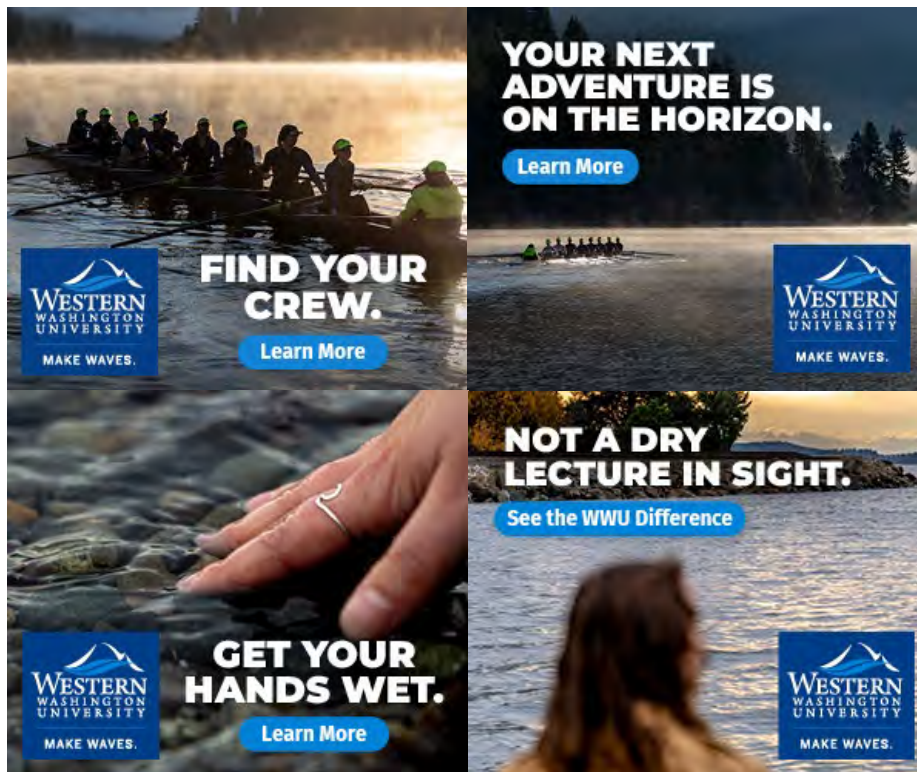
In June, WWU will transition to its anti-melt campaign to maintain engagement with incoming students and ensure a smooth transition to university life.



Lead Generation

In the lead generation segment of the campaign, we continued to feature the creative focused on [recent Salish Sea Minor alumna Caitlyn Blair](#) while folding in a new set of ads highlighting [our National Champion rowing team](#). Both sets of creatives are designed to showcase WWU's incomparable natural setting to rising juniors and seniors, but are also designed to appeal to admitted students who may get served the display ads while visiting various websites. Each set also ran alongside a themed Snapchat.

This portion of the campaign has been very successful, earning a 71.7% increase in conversions year-over-year despite a decreased spend.



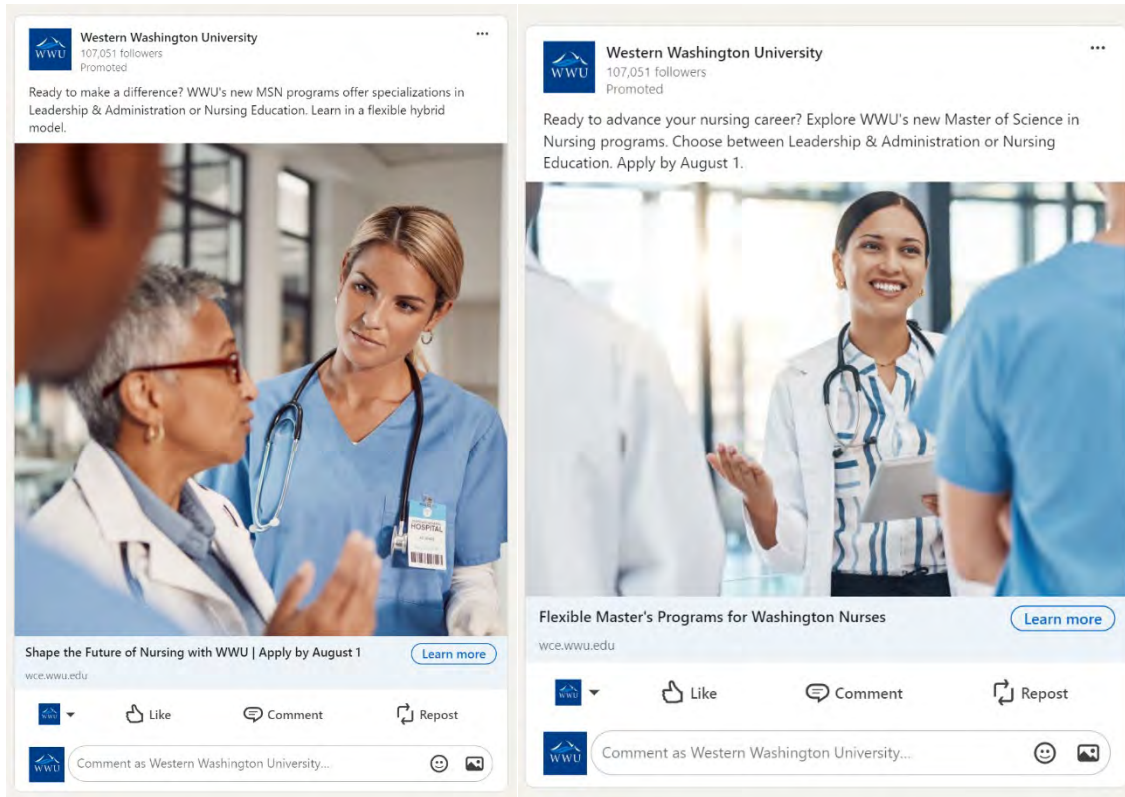
Our first-year undergraduate campaign continues to perform very well, with a majority of the conversion numbers for most strategies exceeding those from last year. Since August, this year's campaign has generated 3,750 conversions, with notable increases in applications, form completions, and visit registrations. Pay-Per-Click (PPC) and Display/IP targeted ads are consistently surpassing last year's conversion numbers. While Snapchat is still a strong lead generation tool, it has generated fewer conversions compared to last year.

APR 1 - MAY 25 FIRST-YEAR UNDERGRADUATE CAMPAIGN PERFORMANCE				
Strategy	Impressions	Clicks	Click-Through Rate	Conversions
Display	422,268	168	0.04%	250
IP Targeting	418,893	726	0.17%	14
Snapchat	1,412,580	3,487	0.25%	35
PPC	48,787	8,254	16.92%	225

Graduate

In May, Western launched a digital marketing campaign for [WWU's new Master's in Nursing programs](#). Nursing faculty hope to attract working nurses in the western Washington region to both the Master of Science in Nursing Leadership & Administration and Master of Science in Nursing Education programs, which will begin enrolling in Fall 2024.

University Marketing worked with Nursing faculty and staff to develop a set of LinkedIn ads targeting Washington State individuals with an educational or professional background in nursing. The ads highlight the program’s flexible modality, which allows students to complete their degree with only three in-person sessions in Bellingham per quarter.



Since this is a new audience with its own distinct demographic and behavioral profile, University Marketing is closely monitoring this campaign to assess its reach and effectiveness. Initial reports indicate that the campaign is performing well in terms of impressions and clicks but has only generated one form completion. Should the campaign fail to generate more leads, University Marketing will discontinue the campaign and suggest alternative marketing investments.

MAY 15 - MAY 25 NURSING CAMPAIGN PERFORMANCE				
Strategy	Impressions	Clicks	Click-Through Rate	Conversions
LinkedIn	76,302	596	0.78%	1

Web Content Development & Optimization

University Marketing collaborates closely with WebTech to create and refine web content that enhances the visibility and effectiveness of key university webpages. This partnership ensures that these pages are optimized for search engines, user-friendly, and fully accessible, thereby improving the overall user experience and engagement.





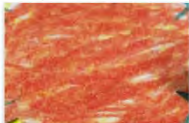



Western on the Peninsulas Program Pages

As part of our ongoing efforts to enhance prospective student engagement and provide comprehensive information, the University Marketing and WebTech teams developed new program pages on the Western on the Peninsulas website. These pages offer detailed insights into each major, including curriculum highlights and career prospects. Designed with user experience in mind, the pages feature streamlined navigation, engaging visuals, and content to help prospective students and their families explore and understand the unique opportunities available at WWU's Bremerton, Poulsbo, and Port Angeles locations.

Find Your Program

Keyword Search Location Undergraduate/Graduate Degree

9 results

 <p>Natural Resource Management</p> <p>Port Angeles Poulsbo</p>	 <p>Environmental Studies</p> <p>Port Angeles Poulsbo</p>	 <p>Environmental Science</p> <p>Port Angeles Poulsbo</p>	 <p>Education for Inclusive Environments</p> <p>Bremerton</p>
 <p>Early Childhood Education</p> <p>Bremerton</p>	 <p>Cybersecurity</p> <p>Poulsbo</p>	 <p>Business and Sustainability</p> <p>Poulsbo</p>	 <p>Business Administration</p> <p>Poulsbo</p>

Western Locations Pages

In addition to continuing to build out the new Western on the Peninsulas site, University Marketing also gave the webpages for the other WWU locations a much-needed content update. [The WWU Everett page](#) was given a refreshed layout and edited for content clarity, accuracy, and tone. The remaining smaller centers and research sites (Anacortes/Shannon Point, Renton, and Kirkland) were consolidated onto a shared [Additional Locations page](#) in order to distinguish them from the larger Western on the Peninsulas and Everett locations.

Brand Management and Creative Services

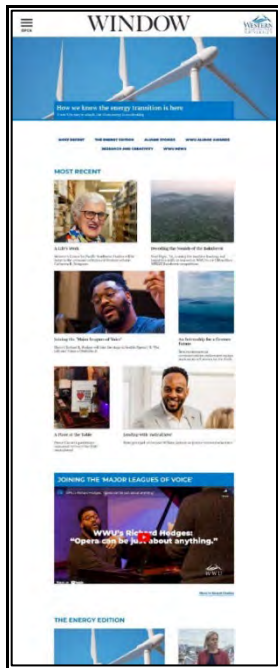
In addition to providing the creative for campus-level campaigns, the University Marketing team works with academic and administrative teams across Western's various campuses and locations to manage the University's brand. This includes developing design elements and ensuring adherence to Western's brand standards.

In April and May, the University Marketing team created brand identities and provided creative services for the following Western offices:

- Academic Advising & Student Achievement Center
- Academy for Lifelong Learning
- Advanced Materials Science & Engineering Center
- Career Services Center
- Center for Canadian-American Studies
- Child Development Center
- College of Business and Economics
- Community Relations

- Conference Services
- Department of Economics
- Education Leadership
- Emergency Management and Business Continuity
- English Department
- Ethnic Studies Department
- Fairhaven College of Interdisciplinary Studies
- Global Humanities and Religion
- Government Relations
- Inclusive Teaching Department
- Morse Leadership Institute
- Multicultural Student Services
- New Student Services/Family Outreach
- Office of Equity
- Outreach and Continuing Education
- President's Office
- Print and Copy Center
- Professional and Continuing Education
- Registrar's Office
- RN-to-BSN Program
- SEA Discovery Center
- Small Business Development Center
- Student Publications – Klipsun, Planet, Jeopardy, Occam's Razor, The Rage
- University Communications
- Western Libraries
- Woodring College of Education
- WWU Athletics

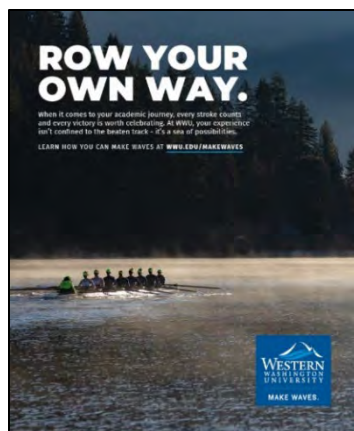
Window Magazine Website – Redesign



Window Magazine - Spring - Summer 2024



North Sound Life - Guestbook for local hotels - Print ad



Visual Media Production

Recent Project Updates

Studios A & B: Fully Online

The OM 370 Suite is becoming unlike any other suite on campus. It has multiple studios and offices, a meeting space, a secure gear storage and tech build-out room, and four editing areas in a single suite. Our first space, Studio B, was completed in Q3 of 2023. Studio A (OM370D) is primarily the office of WWU Visual Journalist Luke Hollister but also now serves as a new studio space that can accommodate a small roundtable or host/guest shoots.

The spaces work due to the modularity of the gear we have purchased and the design of the spaces itself. Our studio cameras are 4K systems and are on wheeled dollies, therefore allowing use from studio to studio. The Studio A space is much larger, at over double the size of Studio B, so this will allow for roundtable discussions, MOOC style educational content, and small Q&A panels to be shot with relative ease. Within a week of its completion, we recorded a wide-ranging podcast interview with the past and present Black Student Union Presidents and used the dark setting to create social media content with a WWU student group for a Star Wars Day celebration.



Creating Content & Telling Stories

URM VMP has continued its great work in advancing WWU to the local community and the world. Currently, we have a lot of great stories entering pre-production or production, including a current student who is a part of the Manufacturing and Supply Chain Management degree and will be interning with Nordstrom over the summer; and explainer videos about the natural world around us and their impacts on society. They will resemble a mix of a TED Talk and the popular video series by VOX Media, with each hosted by notable WWU faculty.

Media Server Optimization and Move

The URM Visual Media Production team creates, edits, and archives their work on a 100TB system called EVO. Recently, we have been focused on creating better workflows that are as efficient and as trouble free as possible. With this in mind, we will be moving EVO from its current home in the Digital Media Center to a server rack at Bond Hall to create a more seamless workflow and enable better remote maintenance.

Work Study Student Pipeline

We currently have a senior from the Visual Journalism program interning with us until the end of the quarter. Ben has been a great addition to our small team and has been not only assisting us with shoots but has also become adept at setting out on his own to work on our Building Repository

project. He also has been assisting us in the EVO workflow optimization by archiving older projects and confirming that they are backed up to the cloud and physical drives. We already have our next work study recipient lined up who will begin in Fall quarter.

Projects Recently Completed

- WWU Energy Studies Director Interview (Window)
- Northwest Avalanche Center x WWU - SnowSchool (Window)
- Love Letters: Catharine Stimpson Interview (Window)
- Student Spotlight: Lily (WWU Give Day Campaign & Window)
- Student Spotlight: Hannah (WWU Give Day Campaign & Window)
- Student Spotlight: Steph (WWU Give Day Campaign & Window)
- Row Your Own Way: A WWU Women's Rowing Team Anthem (Social Media & Campaign)
- WWU Energy Studies Student Spotlight: Olivier Singbo (Campaign & Window)

Projects in Production/Post-Production

- Sculpture Garden Short Documentary
- Tony's Coffee X WWU: Product Design
- Meet The Deans Series
- Fairhaven Salish Sea Studio Build & Tour
- Student Spotlight: Ermias Hagos
- Student Spotlight: Renee Rocket
- Longhouse Planning & Building Documenting
- Compass 2 Campus
- Sustainability Engagement Institute
- WWU Building Repository

Future and Potential Projects

- Outdoor Center Field Experiences
- CFPA x Shannon Point Artist-in-Residency program
- WWU Summer Field Work Courses

Web Communication Technologies (WebTech)

April began in an unorthodox manner with Western's network suffering critical outages. This had a direct impact on over 140 websites including the institutional home page and admissions. The Information Technology Services department of Academic Affairs worked tirelessly to rectify the situation. Unfortunately, the uptime in the first two weeks of April went from the normal 99.9% to only 94.66%. That week the websites were down for over 9 hours rather than the typical 1 minute or less for security patches that occur in the middle of the night. The impact of the outage caused us to pause our advertising over a weekend. The uptime has stabilized at 99.96% over the remaining period of this report which is approximately 4 minutes of downtime per week.

We have also experienced a significant increase in bot traffic attributed to the rise of Large Language Model (LLM) Generative AI. Those models need data, and they take it from public websites. The impact of this is longer page load times for real users as our existing server technologies cannot always differentiate between bots and real users. This pattern has been observed across the industry. In our current state, we have taken all measures available to direct the traffic appropriately. Additional technologies should be implemented to improve the experience for current students, staff, and prospective students and visitors. However, that will require an investment in cloud-based server services.

On April 24, the Federal Register published the Department of Justice's (DOJ) final rule updating its regulations for Title II of the Americans with Disabilities Act (ADA). The final rule has specific requirements about how to ensure that web content and mobile applications are accessible to people with disabilities. The DOJ has [published a helpful fact sheet](#), and WebTech is collaborating with the University's Civil Rights and Title IX Compliance office to guide the University.

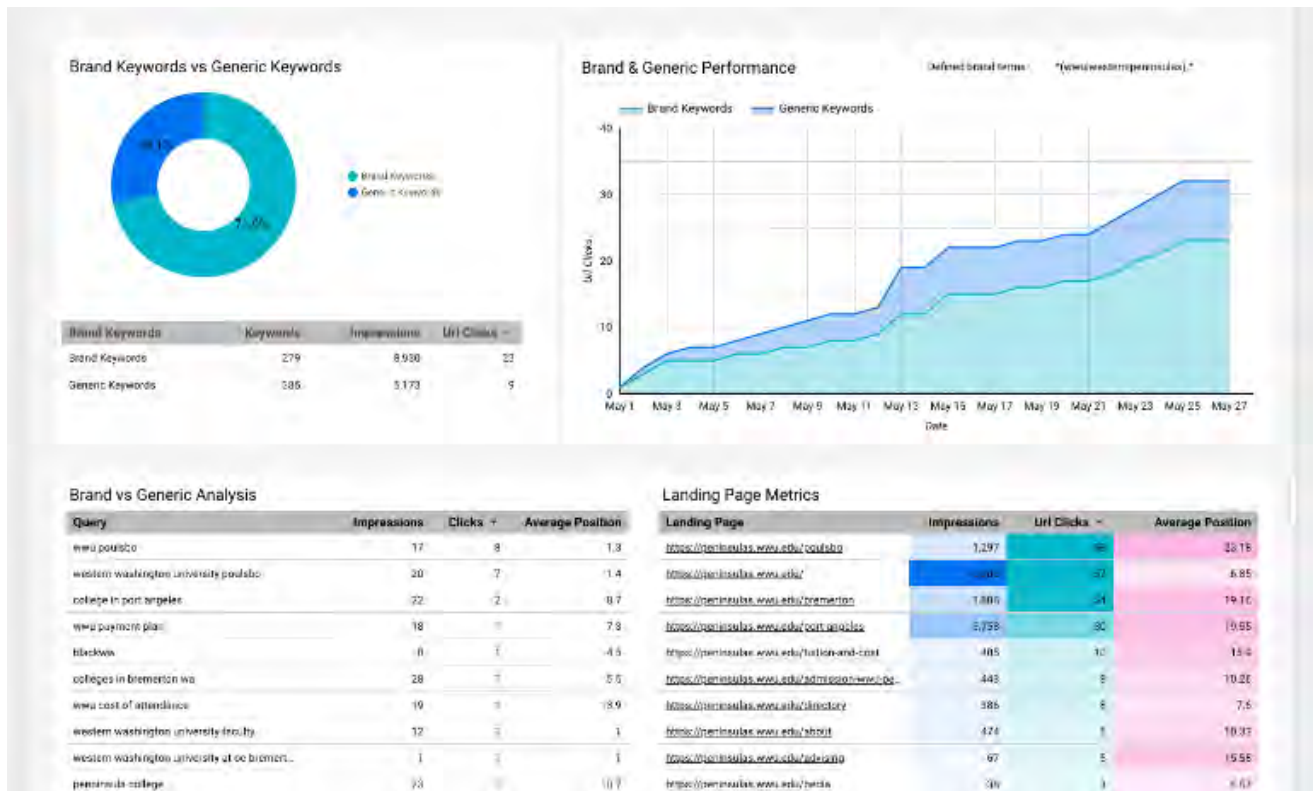
While Western has been a leader in the digital accessibility space, the inclusion of course content in the final ruling by the DOJ will require significant planning and coordination across the university. Continued focused work, by everyone at Western, will be necessary to ensure compliance by the mandated date of April 24, 2026.

WebTech helped the Libraries migrate from a digital asset management system that had reached end-of-life to a new service that provides many new capabilities to researchers and students while being much easier to maintain. We also continued migrating WordPress websites into the new theme that aligns with the rest of the Western brand and archiving sites that no longer provided value to site visitors. We completed seven of those migrations between April and May.

WebTech helped [Facilities Development and Operations \(FDO\)](#) launch their revamped website, collaborated with University Communications to launch a [revamped digital Window](#), and supported the creation of university event webpages for the [Spring Powwow](#), [APIDA Heritage Month](#), and the [Office of Equity conference](#). WebTech also supported the Anthropology department with numerous updates as they continued to search for a web support position. We also resolved 550 broken links across Western's websites, primarily in colleges and departments that no longer have personnel positions related to communications.

In collaboration with University Marketing, WebTech supported the creation of new content to power the [program finder on the WWU on the Peninsulas website](#) and have built out reporting tools to help manage the curation of the content moving forward to ensure maximum value is being extracted from the efforts at building a digital presence for WWU on the Peninsulas.

Screenshot 1: Portion of keyword traffic on peninsulas.wvu.edu showing strong growth as content has been added to the website.



We also worked closely with University Marketing and the Nursing program within Woodring College of Education to build a revamped experience to align with the new graduate programs now being offered. The [Woodring Nursing Program](#) web pages now afford interested students and practicing nurses the ability to explore what pathways are available through Western.

Behind the web that everyone sees, we have implemented a newer protocol on the web server and proxy which allows for faster page load times. We spent time reviewing the search patterns of users both on external engines and the internal search engine to find related terms used in search and then highlighting the relevant resource at Western. Users now see a styled result or results if a query matches. This is an effort to help students find the right resource, at the right time.

Screenshot 2: In this example, a user searches for planning and rather than getting Urban Planning as the top result, they see Academic Advising followed by Urban Planning.



Search

MAKE WAVES.

Search bar containing the text 'planning' and a search button.

About 16,200 results (0.16 seconds)

Sort by: Relevance

Academic Advising

https://aasac.wvu.edu/

Our team of professional and peer advisors is dedicated to supporting undergraduate student success through conversations and resources around academic plans and goals.

Urban Planning | Western Washington University

https://www.wvu.edu/majors/urban-planning

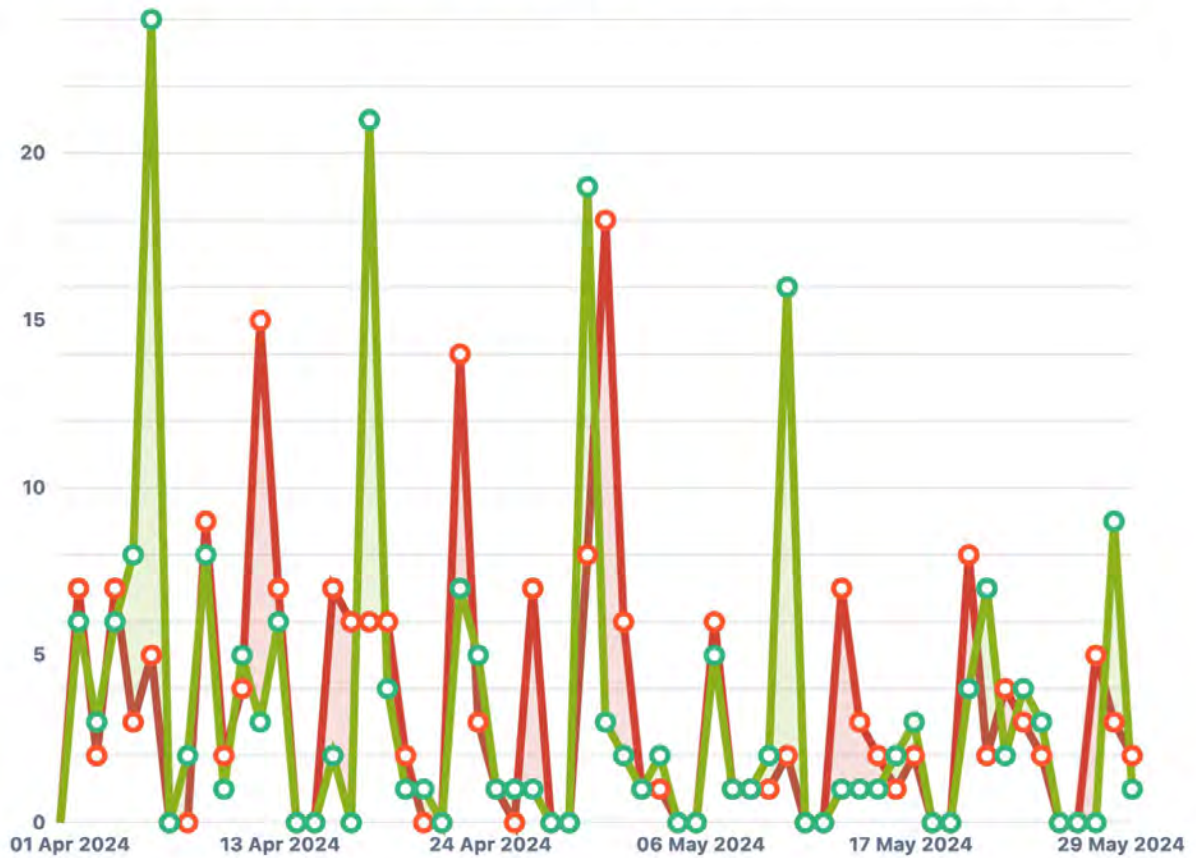
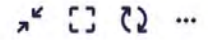
Learn and apply innovative approaches to city planning and to improve the quality of communities from the local to the global level. The program stresses ...

Academic Planning | Academic Advising & Student Achievement ...

We are also pleased to report a working implementation of dynamic catalog links. The university catalog system requires unique links for each program each time a new catalog is produced. This meant updating over 1,600 links per year by hand. With the new code developed, the updates can be made in one place, and many links are updated automatically. Work is still required to get all the legacy links updated to use this new code, but we know it will improve worker efficiency during the yearly catalog release window.

WebTech Workload

Created vs. Resolved Chart: Updated within the last period



Issues in the last 59 days (grouped daily)

[View in Issue navigator](#)

- Created issues (202)
- Resolved issues (206)

The work WebTech conducts has increased by about 100% over the prior reporting period. We continued to resolve more issues than were created, though just slightly. There were 202 created issues compared to 114 in the past period. We did resolve 206. Interestingly, the email support inbox decreased to 415 emails.

UNIVERSITY RELATIONS

Community Relations

Notable projects and connections that enhance WWU visibility, improve community access, and increase community-to-university partnerships.

APIDA Heritage Month Festival

The director of Community Relations facilitated the planning of the 2nd annual Asian Pacific Islander Desi American (APIDA) Heritage Month festival, which was held on Tuesday, May 14 at Whatcom Community College. This community-wide event provided cultural performances, interactive activities from a dozen local APIDA vendors, a silent auction which raised nearly \$2,000 for displaced people in the Lahaina, HI fire, and a memorable panel of key APIDA community leaders, including Uzma Ahmad. Opening remarks were provided by Whatcom Community College President Kathi Hiyane-Brown, the first Asian female president in the Washington State Community and Technical College system.

More than 300 students, families and community members attended this year's event which is twice the attendance of the 2023 inaugural event. Guests enjoyed a complimentary meal purchased from local APIDA-owned restaurants, Bry's Filipino and Naan & Brew. A highlight of the event was a 15-foot-long timeline of local APIDA history and heritage on display. Guests filled the timeline with their own families' immigration stories which was gifted to the Whatcom Museum to display for the remainder of APIDA Heritage Month.

This powerful event was made possible by a growing community partnership that now has 10 partners including Bellingham Public Schools, Peace Health, the City of Bellingham, Whatcom Community College, Chuckanut Health Foundation, and others. More information about the event can be found at www.wwu.edu/apida.

Memorial Day Parade

Community Relations facilitated WWU's participation in the Whatcom County Memorial Day Parade on May 25th, which is Whatcom County's largest and longest running parade. WWU Cheer carried the WWU "Make Waves" banner while the student band Analog Brass delighted crowds with their upbeat, New Orleans-style jazz.

Reducing Sidewalk Furniture

At the end of each school year, Community Relations collaborates with campus and community partners on a large informational campaign to reduce the presence of furniture and household items left in front of houses and on street corners. This campaign includes an email to students from WWU's director of Student Life that provides a list of community resources to store, dump or donate unwanted items. The campaign also includes "pack it out" yard signs provided to neighbors by the City of Bellingham, social media videos and posts, campus posters, increased garbage pickups by the city of Bellingham, communication with prominent landlords, and promotion of "Couchella," a student-run event where hundreds of well-cared for items are picked up and stored over the summer and made available for free to students at the beginning of the fall quarter. This annual effort has lessened the amount of sidewalk trash around WWU's campus and improved neighborhood relations.

Downtown Spring Clean

For the second year in a row, Community Relations partnered with the Downtown Bellingham Partnership for the annual WWU Downtown Spring Clean on Saturday, June 1. Twenty WWU students removed graffiti, cleaned up alleys, and tidied up downtown's flowerbeds making a difference in the community. An additional downtown cleanup effort also takes place every fall.

Olympic Pipeline 25th Anniversary Commemoration

WWU Community Relations partnered with the Olympic Pipeline Trust commemorating the 25th anniversary of the Olympic Pipeline explosion in Bellingham's Whatcom Falls Park. WWU supported this commemoration in four different ways: 1) Promotion of a multitude of events including a Whatcom Falls Park cleanup project in partnership with the City of Bellingham on Saturday, June 1; 2) Display of two large informative posters in WWU's Wade King Student Recreation Center which is named after one of the three young people lost that tragic day; 3) WWU professor of Environmental Science Leo Bodensteiner will serve on a panel as a part of a documentary viewing at the Pickford Film Center on Saturday, June 8. Dr. Bodensteiner has been personally involved with the families of the three boys lost in the explosion and his classes have supported rehabilitation efforts in Whatcom Falls Park for the past two decades. 4) WWU leadership will attend a community dedication at Bellingham High School on Monday, June 10th. The slate of events can be viewed at <https://pstrust.org/25th-anniversary-of-the-olympic-pipeline-tragedy>.

Tony's Coffee "All Nighter" Collaboration

Community Relations is collaborating with Tony's Coffee on a new blend called "All Nighter" with a portion of all sales to benefit WWU Athletics. This custom-made blend has flavor profiles selected exclusively by WWU students and will be sold online, through the A.S. Bookstore and in select local grocery stores. Tony's All Nighter blend will also be served in the dining halls on WWU's campus. The label for the new fair trade organic blend was designed by WWU student, Zoe Malee and will be available before the start of fall quarter 2024 in time for Move-in Weekend.

Bellingham Whatcom County Tourism Partnership and Recognition

The director of Community Relations was recently recognized by Bellingham Whatcom County Tourism for his six years of service on their board at their Taste of Tourism annual meeting. This partnership has expanded WWU's presence in Tourism's marketing and communication efforts, and resulted in a new WWU campus map and brochure available at Bellingham's visitor centers, hotels, and kiosks, and a new preferred hotel partner web page offering discounts for WWU visitors and dozens of area hotels. Due to the benefits of this partnership, the bylaws of Bellingham Whatcom County Tourism's board were changed to require that there always be a WWU representative serving on the Tourism board from this point forward. URM's Social Media Manager, Caitlyn Daniels, will replace Chris Roselli on the board in August when his term expires.

Tribal Liaison

Events and Planning



A ceremony was held for the House of Healing blessing and ground turning event on April 11, 2024, at the building site in the Sehome Hill Arboretum. The attendance included over 200 visitors from WWU, Bellingham, Whatcom County, Lummi, Nooksack and Swinomish tribes.

It is expected for the building to be completed by late summer/early fall of 2025. The planning and development for the construction phase continues to be a weekly process of meeting with the WWU HOH Steering committee and the Tribal Relations Department.

The Tribal Liaison collaborated with Dr. Michael Shepard of the Anthropology department to sponsor the 50th Anniversary Boldt Decision Panel held on May 15, 2024. The panel featured Coast Salish Tribal Leaders, Timothy Ballew Sr. – Lummi, Tribal Senator Jeremy Wilbur – Swinomish, Scott Schuyler – Upper Skagit, Jay Julius – Lummi, Ellie Kinley – Lummi and Nancy Shippentower – Nisqually. The event was held in Fraser Hall, and it was packed with WWU students, faculty, staff and surrounding tribal community members.

Advisory Functions

The Tribal Liaison continues to be actively involved in consultation with students, staff, faculty, and administration with issues and policies about tribal nations and pathways for building inclusive and collaborative relationships.

The Tribal Liaison continues to meet weekly with the WWU architect team for the longhouse planning. The Liaison also meets with the WWU NAGRPA Advisory Committee for concerns involving the relationship between WWU and local tribes.

Relationship-Building

The Tribal Liaison has continued working on a project in collaboration with James McCafferty, Director of WWU's Center for Economic and Business Research, and the Washington State Department of Commerce involving a study that analyzes how the economic impact of oil refining in Washington State is likely to impact refineries, refinery workers and refinery communities which includes several local tribal communities. This study is to be finalized by December 31, 2024, and distributed to the energy and environment committees of the state legislature. The Tribal Liaison is

responsible for promoting tribal engagement in the survey and study in consultation with Commerce staff.

The Tribal Liaison serves on the Washington Sea Grant Advisory Committee who meet on a quarterly basis to provide strategic advice on enhancing the capacity, relevance and effectiveness of WSG. Through this work the Tribal Liaison had the opportunity to attend the Daak Kusteeyi – Our Way of Life by the Sea Indigenous Aquaculture Gathering hosted by the Sitka, Tlingit and Haida tribes in Alaska on May 8 – 11, 2024. This was a wonderful time of learning and sharing of stories about Native aquaculture along with the issues and challenges for keeping the practices moving forward for future generations.

Small Business Development Center

WWU SBDC BELLINGHAM Q1 HIGHLIGHTS

Businesses Served	Q1 2024	Q1 2023	YTD 2024
Business Counseling Received	254	181	254
SBDC Sponsored Training Participants	32	8	32
Information or Resources Provided	68	81	68

Clients' Economic Impacts	Q1 2024	Q1 2023	YTD 2024
Capital Formation	\$2.03	\$4.7M	\$2.03
Business Starts	9	9	9
Jobs Created or Retained	207	573	207

Note: Figures updated from preliminary data presented in prior report

Congratulations Dr. Deck

Dr. Liliana Deck has been honored with the WWU President's Exceptional Effort award in recognition of her efforts in building our center's multilingual advising service. The award was presented on Thursday, May 30 at the WWU Celebration of Excellence ceremony.

Microlending

In Q1, the WWU SBDC hired a part-time employee with an extensive background in commercial lending to help further the development of a microlending program in Whatcom County for historically disadvantaged clients and/or solopreneurs. Some of the most common unmet financing needs come from newcomers (i.e. immigrants), women, young, and/or rural entrepreneurs, with needs such as:

- Loans from \$2,000 - \$100,000 (typically, commercial lenders give priority to loans with a minimum of \$250,000)
- Loans based on a percentage of revenue rather than a fixed amount.
- Loans with an interest rate lower than credit cards
- Lending available for those without a credit history (or sub-par credit)
- Loans with a grace period (ex: 6 months) before repayment commences.

Community Outreach

The WWU SBDC engages with the local community in a variety of ways: to identify reputable professional services providers for referral purposes; learn about community needs; collaborate with

local providers; explore potential opportunities; and, to spread the word about our work to business. Below are organizations and businesses we met with in Q1:

- Banner Bank
- Bellingham Chamber of Commerce
- Blaine Chamber of Commerce
- Center for Inclusive Entrepreneurship
- City of Bellingham
- Chase Bank
- Ferndale Chamber of Commerce
- First Fed Bank
- Hearing, Speech & Deaf Center - Joel Bergsbaken (Referral partner)
- Heritage Bank – Seth Nolan, Commercial Banking Officer
- Immigrant Resources & Immediate Support (IRIS)
- Joyco Digital - Dan Joyner (Referral partner)
- Lynden Chamber of Commerce
- Mercy Housing
- Northwest Workforce Council - Scott Iddings
- Paige Woods, Web Developer (Referral partner)
- Peoples Bank
- Port of Bellingham - John Michener, Economic Development Project Manager
- Savi Bank
- Sustainable Connections
- Veum Accounting and Consulting LLC - Sally Veum (Referral Partner)
- Washington State Department of Commerce - Small Business Resiliency Network
- WECU- Dan Murphy, Business Experience Officer
- Whatcom Business Alliance
- Whatcom Family YMCA - Lori Stacy
- Whatcom Community College
- Whatcom Community Foundation
- Whatcom County Business and Commerce Committee
- Whatcom Farm Expo
- Whatcom Young Professionals
- WWU Center for Law, Diversity, and Justice - Ceci Lopez

Washington Campus Coalition for the Public Good

Continuums of Service Conference

Washington Campus Coalition for the Public Good, in partnership with member institutions, was selected to host the Continuums of Service regional conference in Seattle, WA in 2025. This conference brings together community engagement faculty, administrators, students, and community partners from across the western region of the United States and U.S. Territories to address critical issues facing higher education and communities. The theme of the 2025 conference will focus on higher education partnerships with Indigenous and marginalized communities.

Planning for this conference is underway. Higher education tribal liaisons and leaders representing marginalized communities are meeting monthly to design the conference and identify ways to honor place, share best practices, and showcase the Pacific Northwest partnership and initiatives.

Leadership Transition

After almost 29 years, Jennifer Hine, executive director for Washington Campus Coalition for the Public Good, will be retiring during this next academic year. A national search for her replacement is underway. Final candidates will be brought to campus in August with an anticipated start date sometime in September 2024.

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa by Provost and Executive Vice President Brad Johnson

DATE: June 14, 2024

SUBJECT: **Annual Grants Report**

PURPOSE: Informational Item

Purpose of Submittal:

Information from the Office of Research and Sponsored Programs concerning grant awards for the period July 1, 2023 – May 31, 2024.

Supporting Information:

- Grant awards/totals for the period 7/1/23 – 5/31/24

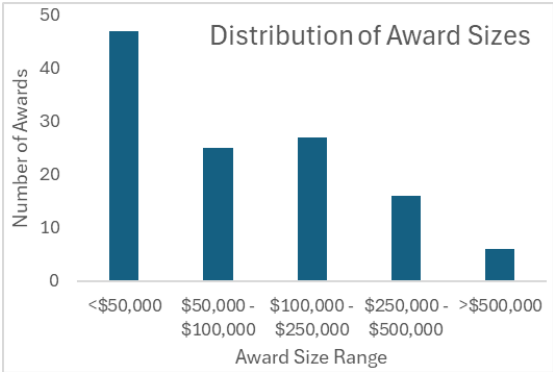
Annual Summary of External Grant Activity

Office of Research and Sponsored Programs

For FY24 (7/1/2023 to 5/31/2024)

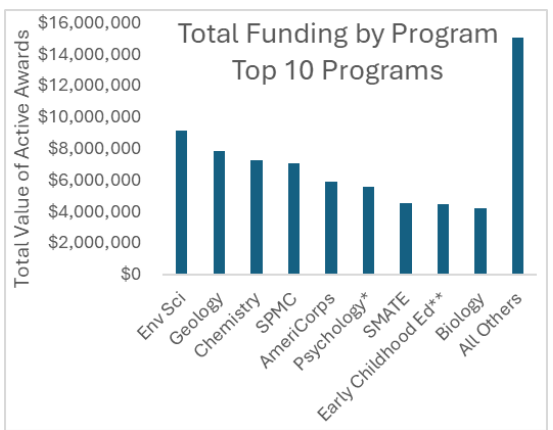
Research and Sponsored Programs Awards July 1, 2023 - May 31, 2024

Award Size Range	Total	# Awards
All active awards	\$19,704,958	121
<\$50,000	\$1,036,684	47
\$50,000 - \$100,000	\$1,732,197	25
\$100,000 - \$250,000	\$4,388,145	27
\$250,000 - \$500,000	\$5,692,289	16
>\$500,000	\$6,782,493	6



Snapshot of Active Grants by Department May 31, 2024

Department	Award Totals	# Active Grants
Env Sci	\$9,138,925	41
Geology	\$7,861,216	29
Chemistry	\$7,259,337	30
SPMC	\$7,044,534	15
AmeriCorps	\$5,898,485	2
Psychology*	\$5,556,819	8
SMATE	\$4,501,981	7
Early Childhood Ed**	\$4,422,195	8
Biology	\$4,223,250	12
All Others	\$15,051,052	84
Total	Total	236



*Includes Jeff Carroll's \$4M CHDI grant, exiting faculty
 **Includes Anna Lees's \$1.1M NSF grant, exiting faculty

Data exclude awards that were active during FY24, but closed by the time of this report (5/31/2024). Award totals represent multiple years of funding (e.g. a 3 year \$350,000 award is counted as \$350,000)

Top 10 New Awards

July 1, 2023 - May 31, 2024

P.I. Name	Department	Amount	Funding Agency	Description
Kodner, Robin	Environmental Sciences	\$ 1,203,675	NSF	EVOLVED - Operationalize, Lift up, and Value Equity and Diversity in the Consortium of Aquatic Science Societies
Borda, Emily	SMATE	\$ 1,172,326	NSF	Science Education for Equity in K-6 (SEEK)
Hanuscin, Debi	SMATE/Elementary Education	\$ 1,045,966	NSF	Culturally Responsive Science Teaching
Monson, Tesla	Anthropology	\$ 556,927	NSF	RUI: Morphometric investigation of the evolution of orbital morphology
Ross, Brian	Capital Budget	\$ 450,000	US Dept of Ed	Longhouse Equipment and Program Development
Housen, Bernard	Geology	\$ 401,467	NSF	Collaborative Research: Clockwise block rotation in the Pacific Northwest and sinistral movement on the Lewis & Clark zone
Seitz, Carole	Small Business Development Center	\$ 395,633	WSU	WSU SBA Federal Grant CY2023
Spiegel, Clint	Chemistry	\$ 388,228	NIH	Structural and Biochemical Studies of Blood Coagulation Factor VIII to Overcome the Immune Response
Gilbertson, John	Chemistry	\$ 386,719	NIH	Bioinspired Structure/Function Studies that Leverage Proton-Responsive Secondary Coordination Spheres
Amacher, Jeanine	Chemistry	\$ 382,912	NIH	Improved Understanding of Bacterial Sortase Activity Towards Next-Generation Protein Engineering

Top 5 Additional Funding Awards

July 1, 2023 - May 31, 2024

P.I. Name	Department	Amount	Funding Agency	Description
Spurgin, Jennifer	Washington Campus Coalition	\$ 2,222,950	Corporation for National & Community Service	AmeriCorps 2021 - 2024
Dillard, Elizabeth	Elementary Education	\$ 580,649	US Department of Education	Year 2 - Providing Equitable Access to Continuing Education (PEACE) Project:
Khan, Alia	Environmental Sciences	\$ 406,595	National Science Foundation	Year 2 - CAREER: Coastal Antarctic Snow Algae and Light Absorbing Particles: Snowmelt, Climate and Ecosystem Impacts
Whitley, Cameron	Sociology Department	\$ 351,998	National Science Foundation	Year 2 - CAREER: The Application of Strategic Anthropomorphism to Activate Empathy and Advance Conservation
Paci-Green, Rebekah	Environmental Sciences	\$ 343,891	Research Foundation of SUNY	Year 2 -5: LEAP-HI: Compounding Risk Assessment

WESTERN WASHINGTON UNIVERSITY ITEM SUBMITTED TO THE BOARD OF TRUSTEES

TO: Members of the Board of Trustees

FROM: Sabah Randhawa, President by Provost and Executive Vice President
Brad Johnson

DATE: June 14, 2024

SUBJECT: FELLOWSHIP AND SCHOLARSHIP RECIPIENTS FOR 2024

PURPOSE: Information Report

Below is a list of students who have achieved outstanding academic recognition by being awarded a prestigious Scholarships or Fellowships in 2024. Thank you to their Faculty Mentors and others who help support these students on their impressive paths.

Hollings Scholarship

Kikken Schleusner won the Hollings Scholarship. Kikken will be a junior next year and is a math major. The Hollings is awarded to outstanding sophomores who plan on working to understand and protect our environment. This is a two-year award, with approximately \$8,500 awarded for the junior and senior years plus a paid summer internship at a NOAA site in the United States. The total value of the scholarship is about \$25,000. Kikken is the 25th Hollings winner Western has had since 2010. Kikken is from Anchorage, AK. In addition, Kikken is a competitive skier, and while in Anchorage started a club to provide disabled students access to skiing.

Caleb Jansen is a Hollings Scholarship winner this year. He is in the Environmental Sciences department and the Honors College.

Udall Scholarship

Lauryn Nanouk Jones won the Udall Scholarship for next year, when she will be a junior. The Udall is intended for students focusing on studying and protecting the environment. Lauryn, an Alaskan Native hailing from a village (Unalakleet) on the Bering Sea, went to high school in Sitka and has been very active in Alaskan and international organizations committed to protecting the Arctic. The Udall Scholarship is valued at \$7,000 and is one of the most competitive of all undergraduate awards, there being only 55 awarded nationally each year.

Fulbright Teaching Assistantship Award

Abigail Landaverde won a Fulbright Teaching Assistantship Award for South Korea, which she will undertake in September of this year. Abigail graduated from

Western Washington University in June 2023, magna cum laude with a GPA of 4.00. She majored in linguistics, with a minor in anthropology and was a four-year student in Western's Honor's College. Abigail's father is from El Salvador, her mother from Western Europe, and she is fascinated by the Korean language. As befitting one in love with language itself, she has also studied Spanish, Japanese linguistics, and worked with a speaker of Asante Twi (a language of Ghana) to develop innovative research methods. In addition, she is currently a para-educator in special education for the Puyallup School District. The value of the Fulbright ETA is approximately \$18,000.

Fulbright Study Grant

Michael Lusk won a Fulbright Study Grant to get a master's at the University of Ghent, Belgium. Michael's scholarly focus is on the removal and disposal of micro-plastics, which are now endemic in the world's food chain. In addition, Mike let me know that he has been awarded the Mastermind Scholarship from the Flanders region of Belgium, an award that is also highly competitive. The Fulbright Study Grant is worth approximately \$18,000 and the Mastermind is worth 10,000 Euros. Michael's wife and child will accompany him to Europe for at least a one-year stay.

Critical Language Scholarship (CLS)

Cabe Roth, history major, will be studying Turkish in Istanbul, summer 2024. The value of this award is \$8,000.

State Department Gilman Scholarship

The following students were awarded the U.S. Department of State Benjamin A. Gilman International Scholarship, which is a nationally competitive scholarship designed to support underrepresented students to study or intern abroad. These students competed in the award cycles that took place last October 2023 and March 2024.

Mikayla Kutsher, Chile, Winter Quarter 2024

Delia Costello, Spain, Spring Semester 2024

Jamillynn Cavallo, Costa Rica, Summer Quarter 2024

Blake Rowe, United Kingdom, Academic Year 2024-25 (note: Blake is our first Gilman McCain recipient, which is a special category of Gilman award for dependents of active-duty service members)

Emmett Elsom, Nepal, Fall Quarter 2024

Tom Moore, Director of the Fellowships Office, who also teaches in the Honors College and Global Humanities and Religions Department, compiled a list of Western Washington University students who have received prestigious academic scholarships and fellowships since 2010, when the Fellowship Office was established. Here is a snapshot of the award totals in a few of the most noteworthy categories. Total monies received by Western students during this time period is approximately \$2.3 million.

Totals as of June 4, 2024:

Fulbrights: 2

Hollings: 2

Udall:1

CLS: 1

Total dollar amount expected illustrated for awards listed above: \$110,000

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa by Brad Johnson, Provost and Executive Vice President

DATE: June 14, 2024

SUBJECT: Annual Report of Student Declared Majors

PURPOSE: Information Item

Purpose of Submittal:

To provide the Board of Trustees with overviews on quarterly information about the number of declared student majors per academic department for spring quarter 2024 and spring quarter 2023. The reports include spring 2023 and spring 2024 census date comparisons.

Supporting Information:

- Spring 2024 – Number of Declared Majors at Peak
- Spring 2023 – Number of Declared Majors at Peak
- Change 2019 - 2024

Department	Spring, 2023				Spring, 2024				1-year % change	5-year % change
	UG Pre-Major	UG Major	Grad.	Total	UG Pre-Major	UG Major	Grad.	Total		
Accounting	35	132	5	172	43	149	6	198	15%	-20%
American Cultural Studies	0	11	0	11	0	8	0	8	-27%	-27%
Anthropology	5	162	17	184	6	158	14	178	-3%	5%
Art and Art History	0	270	0	270	0	274	0	274	1%	3%
Biology	181	253	35	469	153	258	33	444	-5%	-31%
Canadian/American Studies	0	3	0	3	0	4	0	4	33%	300%
Chemistry	110	152	27	289	116	138	24	278	-4%	-2%
Childhood, Elem, & Mult Ling Educ	200	115	14	329	204	110	16	330	0%	-3%
College of Business & Econ	9	0	0	9	4	0	0	4	-56%	-91%
Communication Sci & Disorders	0	80	67	147	0	78	72	150	2%	3%
Communication Studies	4	183	0	187	3	194	0	197	5%	-27%
Computer Science	274	359	37	670	294	350	46	690	3%	27%
Decision Sciences	38	128	0	166	46	94	0	140	-16%	-51%
Design	5	71	0	76	1	95	0	96	26%	300%
East Asian Studies	0	11	0	11	0	15	0	15	36%	-50%
Economics	0	102	0	102	3	111	0	114	12%	-50%
Edu Leadership & Inclusive Tch	0	212	56	268	0	178	63	241	-10%	-3%
Energy	0	49	0	49	0	47	1	48	-2%	14%
Engineering and Design	204	278	0	482	229	294	0	523	9%	63%
English	0	438	24	462	0	418	27	445	-4%	-20%
Entrepreneurship	0	0	0	0	0	11	0	11	N/A	N/A
Environmental Sciences	98	214	41	353	118	223	52	393	11%	0%
Environmental Studies	97	209	29	335	70	216	33	319	-5%	-31%
Fairhaven College	0	211	0	211	0	234	0	234	11%	4%
Finance & Marketing	125	248	0	373	182	229	0	411	10%	-6%
Geology	39	101	42	182	50	82	41	173	-5%	-5%
Global Humanities & Religions	0	43	0	43	0	38	0	38	-12%	533%
Graduate School	0	0	1	1	0	0	1	1	0%	0%
Health & Community Studies	0	158	77	235	0	157	82	239	2%	-22%
Health & Human Development	54	431	15	500	47	442	20	509	2%	155%
History	0	204	19	223	0	205	18	223	0%	-7%
International Studies	0	2	0	2	0	11	0	11	450%	N/A
Journalism	68	73	0	141	54	79	0	133	-6%	-36%
Linguistics	0	99	0	99	0	105	0	105	6%	-23%
Management	95	185	0	280	95	167	0	262	-6%	-40%
Marine & Coastal Science	0	49	0	49	0	63	0	63	29%	N/A
Master of Business Admin	0	0	27	27	0	0	30	30	11%	-21%
Mathematics	0	188	26	214	0	164	21	185	-14%	-13%
Modern and Classical Languages	0	187	0	187	0	198	0	198	6%	-30%

Multidisciplinary Studies	0	63	0	63	0	45	0	45	-29%	-66%
Music	0	184	12	196	0	206	12	218	11%	8%
Philosophy	0	42	0	42	0	33	0	33	-21%	-48%
Physics and Astronomy	29	43	0	72	0	76	0	76	6%	-27%
Political Science	0	168	0	168	0	172	0	172	2%	-30%
Psychology	77	562	41	680	58	504	38	600	-12%	11%
Science Education	0	19	0	19	0	23	0	23	21%	-23%
Secondary Education	58	0	61	119	66	0	49	115	-3%	-10%
Sociology	0	273	0	273	0	256	0	256	-6%	-24%
Theatre Arts and Dance	0	165	0	165	0	195	0	195	18%	-4%
Univ Interdisciplinary Progrms	0	23	0	23	0	13	0	13	-43%	N/A
Urban & Envr Plan & Policy	37	60	0	97	61	66	0	127	31%	226%
Women, Gender & Sexuality										
Stdy	0	41	0	41	0	39	0	39	-5%	50%
Total	1842	7254	673	9769	1903	7225	699	9827	1%	-6%

WESTERN WASHINGTON UNIVERSITY

ITEM SUBMITTED TO THE BOARD OF TRUSTEES

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa on behalf of Jacqueline Hughes, Chief Diversity Officer, Executive Director, Office of Equity

DATE: June 14th, 2024

SUBJECT: **Accessibility, Diversity, Equity and Inclusion Report**

PURPOSE: Information Item

Updates since December 2023 Report:

ADEI Dynamic Plan Overview

The ADEI framework is based on a series of data collected over time and include information from the following data sources: Structural Equity Team Report; Spring 2022 Climate Survey, listen sessions held with groups of students, faculty, staff; and meetings with ADEI groups and committees across all colleges and divisions.

A thematic analysis of the data consistently showed that the primary desire across university constituents is to be part of a community where they feel connected, accepted, valued, and treated fairly. This was particularly the case among members of Western’s community who are historically marginalized and underrepresented. These values are also reflected in two strategic goals for the University: fostering a deeper understanding of place, and creating a supportive, respectful environment. A report of the findings is on the Office of Equity Website.

In his book, *College Student Sense of Belonging: A key to Educational Success for All Students* (2012), Strayhorn explores how belonging varies based on each person’s social identities and campus conditions and posits that cultivating belonging involves creating environments that promote connection, respect, psychological safety, and fair treatment. Although Strayhorn’s focus is on students the same holds true for faculty and staff.

Bell Hooks emphasizes that becoming a community is both a goal and a process, and to become the community we want, we must start with community building and belonging (defined below) as the foundation for our ADEI work. For Western to achieve a greater sense of community and belonging a paradigm shift is required which, according to Thomas Kuhn, is a momentous change in how things are typically thought about or done. S.S. Masterson (2003) adds that this new way should be open-ended to allow exploration, experimentation, and

transformation. As such our ADEI plan is dynamic, will evolve and change as we move through the various cycles of implementation, assessment, and alignment.

The WWU draft ADEI framework was discussed and approved by the cabinet in Winter 2023. The framework was introduced to the deans during a Council of Deans meeting, to members of the university community at a Winter Quarter 2023 BFA lunch and learn, and to ADEI leads from all divisions during the Spring quarter 2023. The framework was also shared at the May 8th Day of Learning and Community Building event. We will continue to share and revise the framework as we move through the implementation process.

Key terms and definitions:

The following definitions provide the lens that will guide our work.

Community is our individual and collective identities and how those identities intersect to shape our experiences in the spaces we share; and belonging is defined by our ability to reflect and build social connections that shape and transform those experiences. These two concepts share the principles and tenets of diversity, equity, inclusion, and social justice.

Community building is best described as diverse groups of people working together to cultivate an environment that is cohesive, equitable, fair, just, and inclusive, where there is a culture and climate of belonging that values human worth and dignity for all. (Allen, et. al, 2021, *Belonging: A review of conceptual issues, an Integrative framework, and Directions for Future Research*).

Belonging as defined by Allen, et. al., is the subjective feeling of deep connection with social groups, physical places, and individual and collective experiences (Allen, et. al. 2021, *Belonging: A review of conceptual issues, an Integrative framework, and Directions for Future Research*). It is a fundamental human need that predicts numerous mental, physical, social, economic, and behavioral outcomes. Burns and Ellis (2023) define belonging as a “deeper, more profound layer of DEI it goes beyond merely granting access; it invites individuals to feel valued, accepted, and embraced for who they are.” (*Accessibility and Belonging: Cornerstones of Diversity, Equity, and Inclusion, 2023*). Furthermore, belonging and accessibility “intersect and reinforce each other. When we prioritize accessibility, we create the conditions for belonging to flourish” (*Accessibility and Belonging: Cornerstones of Diversity, Equity, and Inclusion, 2023*).

Thematic Analysis of Data

The following five themes emerged from the data sources discussed earlier and form the basis for the ADEI framework and plan.

- Desire for a greater sense of community, belonging, and psychological safety. (*Community and belonging*)
- Greater transparency in decision making across the institution. (*Vertical Alignment*)
- Clear and consistent institutional communication. (*Vertical Alignment*)
- Removal of barriers and silos to ADEI work. (*Vertical Alignment*)
- Need for ADEI professional development and skill building. (*Capacity building*)

Using these five themes combined with my knowledge in the field, I have created four core areas for how we will engage in our ADEI work: capacity building; vertical structural alignment (this includes roles, responsibilities, and accountability); measurement and assessment; and policies, and practices. The final ADEI plan will be available in Fall 2024.

The following two graphics provide a map of how the work will proceed.



Day of Learning & Community Building

On Wednesday, May 8, 2024, the WWU Office of Equity presented the first-ever mini conference focused on community building. The convening offered students, faculty, and staff an opportunity to discuss the meaning and value of community and community building as a path to enhanced ADEI and social justice efforts.

Throughout the day, participants heard about Western’s dynamic ADEI plan, learned about building community, engaged in dialogue on current topics (navigating conflict and difficult conversations, free speech, etc.) and practiced community-building skills. Approximately 264+ people attended (does not include drop-ins), and 10 workshop sessions were offered including community as a verb, discussion on race, power, and privilege, and a deeper dive into trauma-informed principles of teaching. Here is a look at attendance for each of the 10 conference sessions.

DAY OF LEARNING SESSION	IN-PERSON	ONLINE	TOTAL
Opening Keynote (AM)	62	34	96
Community As Verb (AM)	35	36	71
Talking Circle (AM)	16	n/a	16
Theory to Practice (AM)	12	n/a	12
Identity, Intersectionality, and Social Perception (AM)	9	n/a	9
Lunch	98	n/a	98
Race, Power, & Privilege (PM)	38	19	57
Free Speech in the Classroom (PM)	18	10	28
Theory to Practice (PM)	16	n/a	16
Navigating Conflict & Difficult Conversations (PM)	30	n/a	30
Closing Session: Let's Talk Panel (PM)	58	n/a	58

Actual Attendees 264

Student Profiles Project

This student-led project was developed to broaden our understanding of how students experience WWU and includes a series of videos and audio podcasts— each showcasing student experiences and how individuals have learned to thrive in a predominantly white

institution. The project's purpose is to center student experiences and amplify their voices to honor their perspective. The hope is that other students will recognize themselves in this series.

The project was initiated in Spring 2023 and between Fall 2023 and Winter of 2024 we produced 10 student profiles. These profiles will be available on the Office of Equity website.

Goals for AY 2024-25

Goal One: The Office of Equity is in the process of planning a year long series of dialogue and exploration on the interpretation and use of a variety of “isms” and “antis” and how our interpretation and use of these terms impact our community. This will be a yearlong series that will culminate in a community wide discussion.

Goal Two: Develop a series of skill building workshops for students, staff, and faculty on diverse topics to expand our capacity to engage in higher level ADEI work.

Goal Three: Continue student profiles project and expand to include faculty and staff.

WESTERN WASHINGTON UNIVERSITY ITEM SUBMITTED TO THE BOARD OF TRUSTEES

TO: Members of the Board of Trustees
FROM: President Sabah Randhawa by Provost Brad Johnson
DATE: June 14, 2024
SUBJECT: Emerita and Emeritus Status Report
PURPOSE: Informational Item

Purpose of Submittal:

Fourteen distinguished faculty members have been approved for emerita/emeritus status by their respective college deans, department chairs, and the President.

Supporting Information:

Biographical information based on narratives provided by College Deans and Department Chairs.

College of Business and Economics

- Craig Dunn, Management
- Farrokh Kahnemoui, Economics

College of Humanities and Social Sciences

- Lorrie Brilla, Health and Human Development
- Brenda Miller, English
- Donna Qualley, English

College of Science and Engineering

- Edoh Amiran, Mathematics
- Nicole Hoekstra, Engineering and Design
- Scott Linneman, Geology
- Michael Meehan, Computer Science
- Arunas Oslapas, Engineering and Design
- Janet Mock, Mathematics
- Greg Schwartz, Mathematics

Woodring College of Education

- Gail Coulter, Education Leadership and Inclusive Teaching

Alphabetized by Last Name and Not Intended to Represent a Comprehensive List of Accomplishments

Edoh Amiran (Associate Professor Emeritus) – B.A., University of Chicago; PhD., Massachusetts Institute of Technology. Dr. Amiran joined the Mathematics Department in 1989 and has made significant contributions to Western and the profession during his tenure. He taught a wide range of courses, including courses in single- and multi-variable calculus, linear algebra and differential equations, advanced courses for math majors, the writing proficiency course MATH 419, and graduate level classes. In addition, he also developed curriculum for and taught Business Algebra, Business Calculus, and Quantitative Reasoning courses for non-STEM majors. Professor Amiran's research interests include inverse problems associated with hyperbolic systems, and his work has been published in the Journal of Differential Geometry and presented at workshops on Differential Geometry and Dynamical Systems. In addition to teaching and research, Dr. Amiran's service to the department has been exemplary. As a member of the curriculum committee, he has made valuable contributions at all levels. Dr. Amiran also served nine years on the Mathematics Executive Committee and was Director of the Math Center for two years, the only tenured member of the department to serve in this capacity. In his thirty years of service as Graduate Academic Advisor he advised hundreds of students and supervised more than 35 graduate student projects. At the college and university level Professor Amiran served on the Faculty Senate and college curriculum and personnel committees. Dr. Amiran's support for students at all levels, extensive knowledge of the university, and institutional memory have been enormous assets.

Lorrie Brilla (Professor Emeritus) – B.S., M.S., Pennsylvania State University; PhD., University of Oregon. Since joining Western in 1985 as a Lecturer, Dr. Brilla has held steadfast in her commitment to education and research. She has taught numerous undergraduate and graduate courses related to the physiology of exercise and nutrition and was instrumental in advocating for the Carver Academic Building renovation. Professor Brilla was pivotal in designing the Carver exercise science laboratory, which has become a first-class space for students and colleagues alike. As a scholar, Dr. Brilla has achieved great success with published work, having produced dozens of reviewed abstracts, invited papers, and refereed papers. Additionally, she has conducted countless presentations at the local, university, state, regional, national, and international levels and has been a session provider and moderator at annual meetings, conferences, and invited symposia. Professor Brilla's record of service at Western is equally impressive. She has contributed to academic policies through participation on multiple committees including as chair of thesis committees for at least 28 students and member of thesis committees for another 18 students. Dr. Brilla's latest and long-standing role as Kinesiology graduate coordinator provided continuity for students for over a decade. In addition, Dr. Brilla served on Western's Faculty Senate and Women's Faculty Mentor Program, and served on committees within the American College of Sports Medicine where she has been influencing the field and policy for more than 30 years.

Gail Coulter (Professor Emerita) – B.A., M.A., California State University; Ph.D., University of Oregon. Dr. Coulter began working at Western in 2008 as an Assistant Professor and since then has selflessly served the Education Leadership and Inclusive Teaching Department, college, and university. Professor Coulter's extensive knowledge of the curriculum and college/university requirements made her a highly effective teacher and academic advisor. She taught and continually revised numerous courses and advised students in two majors, taking interest in providing personalized advising to meet their unique needs. Her commitment to undergraduate education and the profession was also evidenced by her consistent work with NTT faculty at the Teacher Education Outreach Programs. Professor Coulter shared course materials and mentored faculty to ensure that they provided a quality education experience to students at off-campus sites. In addition to her commitment to teaching, Dr. Coulter has written numerous publications focused on special education practices with emphases on literacy. In addition, she has presented at dozens of referred conferences; her work has had significant impact on areas of reading instruction for students with disabilities and special education teacher training and retention. Professor Coulter's

service has been robust as well. She was department chair for five years, during which time she led the department through Council for Exceptional Children program approval. As chair she also established yearly statewide Special Education Director meetings to share information about our program and gain insight and feedback on our students' performance as they entered the field. Finally, Dr. Coulter served on the Faculty Senate, Academic Coordination Commission, and other boards and committees. She has been a valued member of the department.

Craig Dunn (Professor Emeritus) – B.S., California State University Long Beach; M.B.A., California State University Bakersfield; Ph.D., Indiana University. Dr. Dunn joined Western's College of Business and Economics as a Visiting Professor in 2005 and quickly made his mark as an excellent teacher and accomplished scholar of business ethics. He was offered a tenure-track position the following year and became the lead instructor for MGMT 382: Business and Its Environment. In the following years, Professor Dunn became passionate about sustainability and was instrumental in creating the Business and Sustainability degree that is now one of the most popular degree programs in the college. In 2013 he was honored as Western's MBA Educator of the Year. Dr. Dunn also served as Interim Dean of CBE for one year and Dean for two additional years. Since then, he has held the position of Wilder Distinguished Professor of Business and Sustainability. Dr. Dunn's research interests include managerial ethics and values, corporate social responsibility, the meaning of work, and social entrepreneurship. He has held three editorships, including that of guest editor for Business Horizons' special issue on Corporate Responsibility, and authored numerous publications in prestigious journals. In addition to exemplary teaching and scholarship, Professor Dunn has a strong record of service. He has served on numerous boards of directors and ethics advisory committees, including Port of Bellingham, Lydia Place, and Washington Campus Compact, and is also active in the International Association for Business and Society.

Nicole Hoekstra (Professor Emeritus) – B.S., M.S., University of Minnesota. Professor Hoekstra has been at Western since 1998. She has made substantial contributions to the Polymer Materials Engineering program, taking it from an engineering technology program in 1998 to a fully accredited engineering program in 2016. Dr. Hoekstra's capable leadership guided the program through numerous accreditation cycles, faculty and staff changes, and three name changes. She has developed multiple new courses and continues to pursue excellence in teaching, demonstrating outstanding dedication to the students she serves. Professor Hoekstra is continually at the forefront of ADEI and current technology, and her students know that classes will be challenging, her grading demanding, and that they will end the class fully prepared for industry or graduate school with a deep understanding of theory and hands-on experience. Dr. Hoekstra's scholarship is equally impressive and has contributed to advances in the technology and relationships we have fostered with industrial partners. She has published over 25 papers, nearly all with undergraduate student co-authors, and continues to host three-day industry seminars focused on injection molding. To date she has instructed over 1,000 industry personnel in these seminars and wishes to continue offering those after retirement. In addition to outstanding teaching and scholarship, Professor Hoekstra has served the university and community in countless ways. She has mentored junior faculty and students, chaired nearly every department committee, and was Program Director for the Technology Development Center. She has also hosted open houses for industry and prospective students for many years.

Farrokh Kahn moui (Senior Instructor Emeritus) – M.B.A., Eastern New Mexico University; M.A., Ph.D., The City University of New York; Ph.D., Southern Illinois University. Senior Instructor Kahn moui has served Western since 2007 when he joined the Economics Department as a Visiting Assistant Professor. Mr. Kahn moui's field of specialization is International Trade and Development; research interests include the role of international trade and institutions in growth, issues related to poverty and income distribution, and the role of government in the economy and economic systems. Throughout his time at Western, Senior Instructor Kahn moui has been a

dedicated teacher and extremely influential in the lives of countless students. He has taught multiple Economics courses at the 200 and 300 levels, including Introduction to Microeconomics, Introduction to Macroeconomics, Economic Issues, History of Economic Thought, and Money and Banking. Mr. Kahnemoui will be greatly missed by his students and colleagues in the Economics Department and College of Business and Economics.

Scott Linneman (Professor Emeritus) – B.A., Carleton College; PhD., University of Wyoming. Dr. Linneman joined Western's faculty in the Geology Department and Science, Mathematics, and Technology Education program in 2000. He led a productive and well-recognized program of research and teaching in both geosciences and science education. As a scholar, Professor Linneman has authored dozens of articles in peer-reviewed publications in his field. He has also performed extensive service by supervising multiple senior and graduate student research projects and presenting at workshops and conferences. In 2016, Linneman assumed the role of Director of Western's Honors Program and provided leadership during its evolution to the Honors College. During his tenure as Director, the Honors College has grown both in size and in the scope of disciplines included in the curriculum and has become one of the most effective tools to recruit talented undergraduates to Western. Throughout his career Dr. Linneman's work has received considerable recognition as evidenced by numerous high-profile awards including a Senior Fulbright award; the Washington Science Teachers Association's Higher Education Science Teacher of the Year award; the National Association of Geoscience Teachers Christman Distinguished Service Award; and the Carnegie US Professor of the Year award for Washington State. Additionally, Dr. Linneman was awarded the WWU Outstanding Faculty Leadership award in 2021. His legacy at Western will be felt across the university long after his retirement. The Geology Department is grateful for Professor Linneman's many years of exceptional service to Western.

Michael Meehan (Professor Emeritus) – B.S., Birmingham-Southern College; M.S., PhD., University of Alabama Huntsville. Since joining the Computer Science Department at Western in 1996 Dr. Meehan has provided exemplary teaching and scholarship and given years of steadfast service to the department, college, and university. His contributions to the department and discipline are both plentiful and outstanding. Professor Meehan has long been the department expert on computer hardware and high-performance computing, and routinely advised the Undergraduate Curriculum and Graduate Committees on these topics. His career also included years of experience as a consultant with the Boeing Military Airplane Company, Spacecraft Incorporated, U.S. Army Missile Command, NASA, and Strategic Missile Defense Command. In addition, Dr. Meehan envisioned and championed the successful master's program in Computer Science at Western and routinely taught the masters programming languages course for more than 20 years, teaching nearly every CS graduate student during this time. As a scholar, Dr. Meehan has written dozens of publications, given multiple invited talks, and conducted presentations at conferences and workshops. In terms of service, he has been an important and prolific contributor to the many service needs of the department, college, and university throughout his tenure at Western.

Brenda Miller (Professor Emerita) – B.A., Humboldt State University; M.F.A., University of Montana; PhD., University of Utah. Dr. Miller has been a member of Western's English Department since 1999 and has served with distinction for 25 years. Her contributions to Western through teaching, writing, and administrative service are profound and enduring. As a teacher, Professor Miller is exemplary. Her classes are among the most popular in the department and are regularly waitlisted. Students deeply appreciate not only what Dr. Miller teaches, but how she teaches. A common refrain in evaluations is a strong sense of being both challenged and empowered, and students often cite Professor Miller's capacity for meaningful mentoring as a primary driver of their own improvement in writing. As a scholar, Dr. Miller is internationally recognized in the genre of creative nonfiction writing and has published ten books, with another forthcoming. Her book *Tell it Slant*, which has enjoyed numerous editions, is currently the most widely used textbook for creative

nonfiction in American higher education. Dr. Miller has also published countless essays and other works. In addition to stellar teaching and scholarship, Professor Miller has also contributed tremendously to the department, college, university, and profession. She has taken on internal department leadership roles including twice serving as Director of Graduate Studies and chairing the labor-intensive Alumni and Outreach Committee. Her service to the college and university includes work on the Graduate Council and University Technology Committees. Finally, Dr. Miller has contributed to her profession nationally, by serving as a judge for writing competitions and by performing external reviews for several professors across the country.

Janet Mock (Senior Instructor Emerita) – B.S., University of Washington; M.S., Curtin University of Technology. In 1995 Senior Instructor Mock began teaching math education in the Mathematics Department after working as an elementary teacher and consultant. In many ways, Ms. Mock's record is more like that of a successful retiring professor than a Senior Instructor. She has been a core member of our department for decades and is a truly outstanding educator who maintains high standards and is wholly committed to student success. Her teaching emphasizes exploration to develop mathematical understanding and critical thinking; students praise Ms. Mock's enthusiasm for the subject and support for their learning, and many students describe her as the best professor they're ever had. As a testament to her proficiency, Senior Instructor Mock has been nominated for the Elich Award and twice nominated for the Simpson Bridging Award. In addition to a stellar teaching career, Ms. Mock has published more than ten publications, contributed to several grant-funded projects, and developed the courses MATH 371-372-373 (Teaching Pre-K through Grade 3 Mathematics I-II-III). Her service contributions include participating on hiring committees, mentoring new tenure-track faculty, and tirelessly advocating for our program and students. Additionally, Senior Instructor Mock developed curriculum for elementary students, designed math assessments to be used throughout the state, and supported homeschooled high school students. During her time at Western Ms. Mock has impacted thousands of students, most of whom became teachers. Her joy for teaching and for mathematics is infectious, and students were incredibly fortunate to have her as an instructor, mentor, and role model.

Arunas Oslapas (Professor Emeritus) – B.F.A., Montana State University; M.F.A., University of Illinois. Professor Oslapas joined Western in 1991 and has demonstrated an unwavering commitment to education and exceptional teaching abilities during his career. He is an engaging and enthusiastic educator in the Engineering and Design department, known for his contagious passion for the subject matter and consistently going above and beyond to inspire his students. Professor Oslapas encourages active participation and critical thinking and engages students through an approach to design with a focus on benefitting the planet. He co-founded the Sustainable Design minor and has involved his students in multiple community projects related to designing eco-friendly futures. Beyond the classroom Professor Oslapas has been an active scholar with multiple published papers and articles and refereed and invited presentations. His creative works have been presented at innumerable competitive venues and he holds three design patents. In addition to teaching and scholarship, Professor Oslapas has dedicated himself to service. He served as the Industrial Design program director for 23 years and played a pivotal role in shaping the curriculum, which has a strong focus on real-world design. Beyond the classroom Professor Oslapas engaged in service projects around the world. During sabbatical leaves he participated in projects in Nepal, Mexico, and Lithuania where he contributed his expertise and compassion to communities in need. Professor Oslapas embodies a spirit of excellence, dedication, and service; his legacy will continue through the generations of students he has influenced.

Donna Qualley (Professor Emerita) – B.A., University of Kentucky; M.S.T., PhD., University of New Hampshire. Dr. Qualley's highly distinguished career at Western began in 1994 when she joined the English Department as an Assistant Professor. She is a tireless and meticulous teacher who thinks big, works hard, and constantly considers how she can be of service to students and

the department. For 14 years, Dr. Qualley directed the undergraduate first year writing program, mentoring hundreds of students in departments across Western. Throughout her career Professor Qualley has been an active, engaged, and constantly evolving scholar. She has published multiple single- and co-authored books, chapters, and refereed journal articles in reputable academic presses in her field, for wide readership, and was a regular presenter at the annual Conference for College Writing Studies. As for service, Dr. Qualley's contributions have been indispensable to English 101 programs. She has selected teaching assistants, written and designed curricular and program materials, engaged in ongoing program evaluations and worked tirelessly as an attentive and generous mentor and supervisor for more than 50 graduate TA's each year. Additionally, for the past nine years she served in leadership positions in the university Committee on Undergraduate Education and ran a multi-year pilot that introduced writing programs to an inclusive new learning platform.

Greg Schwartz (Senior Instructor Emeritus) – B.A., M.A., Western Washington University. Senior Instructor Schwartz began his career at Western as a graduate teaching assistant in the Mathematics Department in 1989 and became an instructor in 1998. Over his 25-plus years with the department, Mr. Schwartz has taught a wide range of courses including most if not all first-year mathematics courses, single- and multivariable calculus, business algebra, business calculus, and linear algebra. He has taught thousands of Western students and created course materials designed to enhance and extend student learning for most of his classes. In addition, Senior Instructor Schwartz served as a lead instructor for seven years, supervising and mentoring graduate teaching assistants. In addition to being an impactful teacher, Mr. Schwartz's impacts extend far beyond the classroom. He has contributed thoughtfully to Western through service on the Faculty Senate and the Mathematics Department Curriculum Committee, for which he co-designed the course MATH 118 and the math placement test. Senior Instructor Schwartz also informally mentored newer instructors, shared course materials and advice, and played a leadership role on the search committee for our current department chair. He has been a leader among the Mathematics NTT faculty and an outstanding teacher and colleague. His leadership, experience, and sense of humor will be sorely missed.



Minority and Women's Business Enterprises (MWBE)

FY 2023 Supplier Diversity Inclusion Plan Update

**Board of Trustees
June 14, 2024**

Western's Finance and Business Services (FBS), and Facilities Development and Operations (FDO) units continue to fully support the State's commitment to establish and increase contracts and purchase orders with Minority and Women's Business Enterprises (MWBE) firms. Conducting fair and nondiscriminatory business practices is a crucial component of Western's fiduciary responsibility.

Provided below are updates and accomplishments to the established goals of Western's Supplier Diversity Inclusion Plan for FY 2023. Despite the many challenges of FY 2022, significant positive efforts were realized. The following is a summary of certified vendor participation with the Federal Government and the Office of Minority and Women's Business Enterprises (OMWBE).

Western's certified vendor percentage spend in FY 2023 was approximately 1.34%, up 0.5% from the FY 2022. Western continues to lead the effort in working with women owned, diverse and small businesses; however, most of these vendors are not registered through the OMWBE. Additionally, the percentages above do not reflect federally certified firms and vendors that are subcontractors on public works projects.

Goods and Services Spend

The following is the breakdown of goods and services spend for FY 2023:

- MWBE certified vendor spend is currently \$728,280
- Non-registered local spend for Whatcom and Skagit Counties is currently \$8,092,139

FBS is committed to continuously increasing goods and services spend in small, local, diverse, and veteran owned businesses. Recently, a new local vendor website was launched providing Western's staff with an easy tool to search for local vendors. FBS has agreed upon metrics to measure effectiveness that is updated continuously as new vendors are onboarded.

Public Works Procurement

Overall, Western expended \$811,146 (of \$22.1 million) to federally and state certified MWBE firms. This equates to 3.7% of Western's expenditures to outside firms for our capital projects. This includes payments to sub-contractors that do not have direct contracts with Western, and therefore would not show in Banner reports. The table below is a breakdown of participation.

MBE	\$225,810
WBE	\$150,364
DBE	\$434,972
TOTAL	\$811,146

This is a slight decrease from the past two fiscal years, which were approximately 10% in FY 2021 and 5.7% in FY 2022. During those fiscal years, Alma Clark Glass Hall and the Interdisciplinary Science Building were under construction. Both projects subcontracted with several federally and MWBE certified firms. In FY 2023, Western had a lot of diverse participation on our smaller, minor works projects that provided preservation and programmatic improvements. With the use of the small works roster, Western has contracted with two new vendors on several projects. Both vendors are currently in the application process as a small business enterprise.

Summary

Overall, Western continues to be a leader in the participation percentages among the four-year institutions. As most regional OMWBE-certified firms are located in the Seattle and Portland metropolitan areas, this represents a significant achievement for Western. Note: Many certified firms in Oregon have reciprocity with OMWBE.

To improve Western’s MWBE participation, FBS and FDO have employed the following strategies:

- Improving the reporting strategies for Western’s annual spend to provide accurate and complete data to the OMWBE as they develop their year-end usage reports.
- Providing staff additional opportunities to engage in coordination and outreach for university wide MWBE activities.
- Simplifying procurement to make it easier for MWBE firms to participate (e.g., establishing a small works roster and sending bidding opportunities to the OMWBE).
- Performing extensive outreach to meet and engage with MWBE-certified firms early in the procurement process and to identify those that would register in the future.
- Increasing partnership and coordination with OMWBE through quarterly meetings and training.
- Continuously seek out new vendors and add them to Western’s local vendor website.

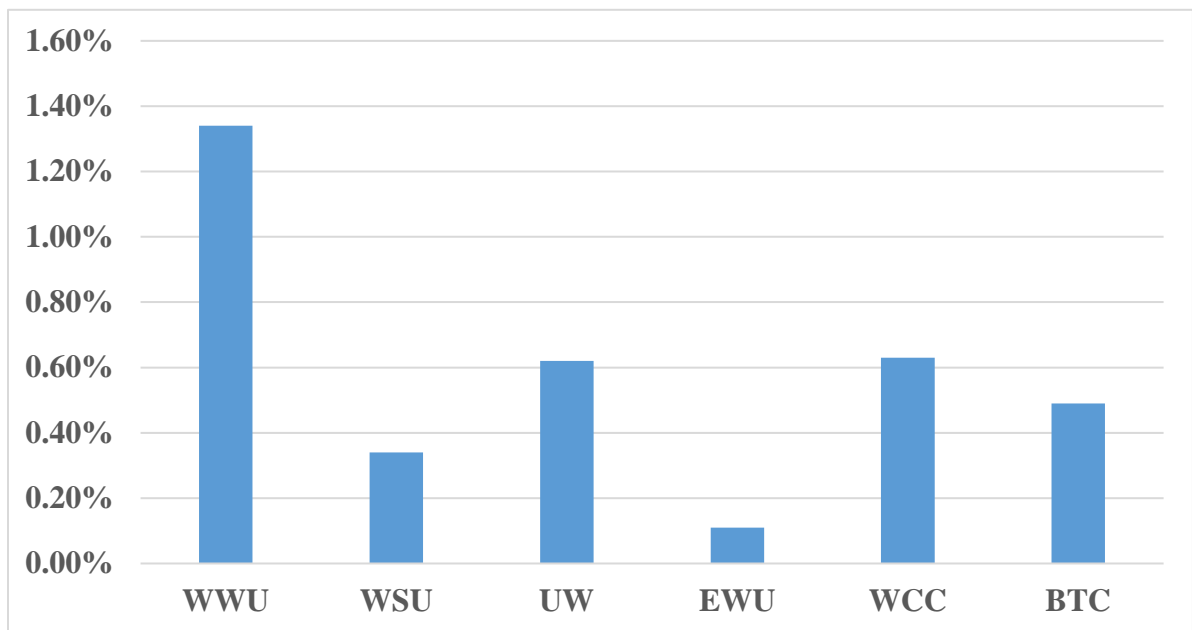
Western continues to improve outreach and participation. In addition to the strategies outlined above, we plan to implement the following in FY 2024:

- Host an on-campus vendor fair that includes OMWBE staff to assist with the certification process.
- Attend OMWBE training to gain understanding of the certification process to support vendors who are eligible, but not yet certified.
- Attend a Meet-the-Agencies event to assist certified MWBE firms so they can successfully participate in Western projects.
- Attend additional community and vendor-based meetings focused on supporting MWBE vendors.
- Co-sponsor and attend local dining vendor showcase sponsored by Chartwells.

Western continues to experience the following challenges in securing MWBE certified firms:

- Bellingham is not in an ideal location for most certified firms. Approximately 70% of all firms are based between Olympia and Everett. Most firms are already busy with projects in the Seattle Metropolitan area and are unlikely to consider work in Bellingham and Anacortes.
- Per the RCWs, most public works projects are required to take low bid. This includes GCCM project delivery that requires low bids on subcontractor packages. Historically, larger firms with greater resources have out-competed smaller ones.
- Despite the increased partnership with OMWBE, their office remains limited in staffing and resources. This limitation makes it challenging to certify all qualified firms.

**FY 2023 Washington State Higher Education
OMWBE Spend Percentages**



**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees
FROM: Faith Pettis, Chair of the Board of Trustees
DATE: June 14, 2024
SUBJECT: Board of Trustees Remarks
PURPOSE: Information Item

Purpose of Submittal:

Chair Pettis will provide time to members of the Board of Trustees and the University President for any final remarks, questions, or observations.

DATES FOR NEXT REGULAR BOARD MEETING:

August 15-16, 2024 in Bellingham, WA

29. ADJOURNMENT