

**WESTERN WASHINGTON UNIVERSITY
BOARD OF TRUSTEES
AGENDA
October 12 & 13, 2017**

THURSDAY, OCTOBER 12, 2017

Location: Old Main 340

Time: 3:00 p.m.

1. CALL TO ORDER, APPROVAL OF MINTUES

3:00 - 3:05

- Board of Trustees Special Meeting, July 20, 2017
- Board of Trustees Meeting, August 18, 2017

2. EXECUTIVE SESSION MAY BE HELD TO DISCUSS PERSONNEL, REAL ESTATE AND LEGAL ISSUES AS AUTHORIZED IN RCW 42.30.110

3:05 – 3:35

BREAK: 10 Minutes

3. DIVERSITY, EQUITY, AND INCLUSION

3:45 – 5:00

Presentation: Brent Carbajal, Provost & Vice President for Academic Affairs
Melynda Huskey, Vice President for Enrollment and Student Services

4. INTRODUCTION OF ASSOCIATED STUDENTS BOARD OF DIRECTORS

5:00 – 5:10

5:15 pm - The Board will host the AS Board and other invited guests for a reception in the solarium.

FRIDAY, OCTOBER 13, 2017

Location: Old Main 340

Time: 8:20 a.m.

7:30– 8:10 am - Breakfast for the Trustees and Meeting Attendees in Old Main Solarium

Introductions:

- Dr. Gautam Pillay, Vice Provost for Research and Dean of the Graduate School

Convocation Award Recipients:

- Gordon Chalmers, Outstanding Faculty Leadership Award Recipient
- AJ Barse, Outstanding Classified Staff Award Recipient
- Linda Norman, Professional Staff Organization Award Recipient
- Francisco Rios, Diversity Achievement Award Recipient
- Vicki Hsueh, Carl H. Simpson Bridging Award Recipient
- Emmanuel Camarillo, Philip E. Sharpe Jr., Community Engagement Award Recipient
- Howard Hughes Medical Institute Proposal Development Team, Team Award

1. **CALL TO ORDER**
8:20 – 8:25

2. **EXECUTIVE SESSION MAY BE HELD TO DISCUSS PERSONNEL, REAL ESTATE AND LEGAL ISSUES AS AUTHORIZED IN RCW 42.30.110**
8:25 – 8:50

3. **PUBLIC COMMENT**
8:50 – 9:00

4. **BOARD CHAIR**
9:00 – 9:20

5. **UNIVERSITY PRESIDENT**
9:20 – 9:30

6. **FACULTY SENATE**
9:30 – 9:35

7. **ASSOCIATED STUDENTS**
9:35 – 9:40

ACTION ITEMS

8. **EMERGENCY RULE CHANGES**
 - a. **CHAPTER 516-36 WAC, USE OF UNIVERSITY FACILITIES – SCHEDULING**
 - b. **WAC 516-24-130, DEMONSTRATIONS**
 - c. **WAC 516-52-020, FIREARMS AND DANGEROUS WEAPONS**

9:40 – 9:50	Presentation:	Melynda Huskey, Vice President for Enrollment and Student Services Richard Van Den Hul, Vice President for Business and Financial Affairs Darin Rasmussen, Director, Public Safety/Chief of Police
9:50 – 10:00	Discussion	

BREAK: 10 MINUTES

9. **RESOLUTION 2017-10 DELEGATING AUTHORITY FOR COMPETITIVE SALE OF VIKING UNION MULTICULTURAL CENTER AND HOUSING RENOVATION BONDS**
10:10 – 10:20 Presentation: Richard Van Den Hul, Vice President for Business and Financial Affairs
Melynda Huskey, Vice President for Enrollment and Student Services

Brian Sullivan, Associate Vice President for Business and Financial Affairs

10:20 – 10:30 Discussion

DISCUSSION ITEMS

10. NEW PEER INSTITUTION LIST

10:30 – 10:40 Presentation: Brent Carbajal, Provost & Vice President for Academic Affairs
Brian Burton, Associate Vice President for Academic Affairs
Paqui Paredes Mendez, Professor, Modern and Classical Languages

10:40 – 11:15 Discussion

11. INTERNATIONAL STUDENTS INITIATIVE

11:15 – 11:25 Presentation: Brent Carbajal, Provost and Vice President for Academic Affairs
11:25 – 11:35 Discussion

12. AUDIT COMMITTEE REPORT

11:35 – 11:40 Presentation: Trustee Earl Overstreet, Chair, Board of Trustees Audit Committee

13. BOARD GOVERNANCE COMMITTEE REPORT

11:40 – 11:45 Presentation: Trustee Chase Franklin, Chair, Board Governance Committee

14. INFORMATION ITEMS

11:45 – 11:50

- a. Academic Affairs Report
- b. Admissions and Enrollment Report
- c. Capital Program Report
- d. University Advancement Report
- e. University Relations and Marketing Report
- f. WWU Annual Report

15. DATE FOR NEXT REGULAR MEETING: December 14, 15, 2017

16. ADJOURNMENT

The Carver Dedication Luncheon will be held in the Solarium (noon – 12:45) for invited guests followed by the Ribbon Cutting Ceremony and Carver Open House and 1:00 pm.

1. CALL TO ORDER

2. EXECUTIVE SESSION

Executive Session may be held to discuss personnel, real estate, and legal issues as authorized in RCW 42.30.110.

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

TO: Members of the Board of Trustees

FROM: Sabah Randhawa, President

DATE: Friday, October 13, 2017

SUBJECT: **Public Comment Period**

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 8:05 – 8:15 a.m. the day of the Board of Trustees meeting. The signup sheet will be given to the Board Chair at 8:20 a.m.

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

TO: Members of the Board of Trustees
FROM: Sue Sharpe, Chair, Board of Trustees
DATE: Friday, October 13, 2017
SUBJECT: **Board Chair Report**
PURPOSE: Information Item

Purpose of Submittal:

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

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

TO: Members of the Board of Trustees

FROM: Sabah Randhawa, President

DATE: Friday, October 13, 2017

SUBJECT: **President's 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: President Sabah Randhawa on behalf of the Faculty Senate
DATE: Friday, October 13, 2017
SUBJECT: Faculty Senate
PURPOSE: Information Item

Allison Giffen, Faculty Senate President, will brief the Board on recent activities of the Faculty Senate.

**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: Friday, October 13, 2017

SUBJECT: **Associated Students**

PURPOSE: Associated Students Report

Purpose of Submittal:

AS President Simrun Chhabra will brief the Board of Trustees on recent activities of the Associated Students.

**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
Richard Van Den Hul, Vice President for Business and Financial Affairs

DATE: October 13, 2017

SUBJECT: **Emergency Rule Changes to:
Chapter 516-36 WAC, Use of University Facilities – Scheduling
WAC 516-24-130, Demonstrations
WAC 516-52-020 Firearms and Dangerous Weapons**

PURPOSE: Action Item

Purpose of Submittal:

The manifestation of violence and intimidation observed in on-campus demonstrations in Washington State and across the United States over the past six months necessitate immediate changes to the rules in order to preserve the integrity of Western Washington University's educational mission, to protect the health, safety and welfare of students, faculty and staff, and to preserve University property and scarce state resources while at the same time preserving its strong commitment to freedom of expression.

Proposed Motion:

MOVED, that the Board of Trustees of Western Washington University, upon recommendation of the President, approve the emergency rule change to Chapter 516-36 WAC, Use of University Facilities - Scheduling as submitted.

Proposed Motion:

MOVED, that the Board of Trustees of Western Washington University, upon recommendation of the President, approve the emergency rule change to WAC 516-24-130, Demonstrations as submitted.

Proposed Motion:

MOVED, that the Board of Trustees of Western Washington University, upon recommendation of the President, approve the emergency rule change to WAC 516-52-020, Firearms and Dangerous Weapons as submitted.

Background:

In August 2017 the University formed a steering committee to consider the issue of how to prepare itself to ensure safety and security on the campus while, at the same time, preserving its strong commitment to freedom of expression. The steering committee was broadly constructed from campus community leaders who would reasonably be involved in preparing for or responding to serious acts of protest violence or intimidation that might occur on Western's campus. The committee was co-chaired by Ted Pratt, Dean of Students and Darin Rasmussen, Director of Public Safety/Chief of Police. It included representatives from the following offices

and departments: President's Office, Provost's Office, Dean of Students, Equal Opportunity Office, Public Safety Department, Risk Management, Human Resources Department, Attorney General, Communications and Marketing, Space Administration/Management, and the Ethnic Student Center.

The committee met on a weekly basis to identify those most emergent issues that faced the campus. Through the use of a SCOT analysis that looked at the strengths, challenges, opportunities, and threats facing Western with regard to this particular concern.

Following the SCOT analysis, subcommittees were formed to focus on both the short-term and long-term needs, with attention placed primarily on addressing the short-term needs. These subcommittees included: Internal and External Events; Emergency Preparedness and Response Management; Conduct, Rights, and Responsibilities; Education and Training; and, Communications and Emergency Messaging.

The committee identified nine critical, but attainable priorities that could be achieved or at least be initiated in the brief time window that remained before Fall Quarter got under way. These priorities are:

- Development of an emergency rule change to Chapter 516-36 WAC, Use of University Facilities-Scheduling and to WAC 516-24-130, Demonstrations. The purpose of these changes is to immediately, on an interim basis, address designated forums, time and notice requirements, sponsorship requirements, risk assessments of campus events, and a cost recovery process.
- Development of an emergency rule change to WAC 516-52-020 Firearms and Dangerous Weapons. The purpose of this change is to immediately, on an interim basis, address weapons, armor, and armaments on campus.
- Identifying gatekeepers in the event scheduling and approval process and development of protocols and training to ensure consistent application to individuals seeking to hold events on campus.
- Implementation of a University Freedom of Expression webpage.
- Development of key talking points regarding freedom of expression boundaries that highlight the rights and responsibilities for university policies and freedom of expression. This included development of FAQ's.
- Organization and production of an education and training event or series of events centered on freedom of expression, how to define it, and ways to allow different points of view to be expressed.
- Development of a University Communications Plan.
- Requesting funding for response equipment, barricades, bollards, and training for emergency responders including University Police, and in some cases support by Facilities Management personnel.
- Development of standardized checklists to be used for assessing the need for a risk assessment, conducting a risk assessment, and for operational response.

The development of the proposed emergency rule changes was conducted by the subcommittee on Internal and External Events, co-chaired by Eric Alexander, Associate Dean for Student Engagement and Francis Halle, Director of Space Administration/Management, and included representatives from the Attorney General's Office, Risk Management, Public Safety Department, and others which considered changes to Chapter 516-36 WAC, Use of University Facilities-Scheduling and to WAC 516-24-130, Demonstrations; and the subcommittee on Emergency Preparedness and Response Management, chaired by Darin Rasmussen, Director of Public Safety/Chief of Police, and included representatives from the Attorney General's Office, Facilities Management, Public Safety Department, Risk Management, and Environmental Health and Safety.

In drafting and considering the proposed emergency rule changes, the subcommittees reviewed input from many other universities within Washington as well as across the country including the University of Virginia and the University of California, Berkeley.

Following the August 11, 2017 incident at the University of Virginia (UVA), the Deans Working Group identified areas in need of improvement. These included: a) The policies that UVA had in place to govern protests and demonstrations; and b) the application of existing UVA protocols for responding to a demonstration that did not conform to past patterns.

The proposed emergency rule changes recommended by the steering committee seek to address directly and indirectly those key areas identified above, and will put in place greater clarity, process, and protections to address the above areas at Western, allowing time to utilize Western's existing collaborative and transparent process to implement permanent long-range solutions. The President has approved establishing permanent changes. In the coming months, community input will be sought for these proposed permanent rule changes.

Supporting Information:

Chapter 516-36 WAC, Use of University Facilities – Scheduling, with amendments
WAC 516-24-130, Demonstrations, with amendments
WAC 516-52-020, Firearms and Dangerous Weapons, with amendments

WAC 516-36-001 Use of university facilities by off-campus persons

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or groups—Sponsorship required; Requests. (1) Any person or organization

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who is not affiliated with the university and who desires to use university facilities or property on a temporary basis for purposes other than assigned university activities or business shall submit a request for use of university facilities or property through a university des-

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ignated event manager or authorized campus community sponsor to the president or ~~his~~ the president's designee. An authorized campus community sponsor means a university department, program, recognized student organization, employee group, alumni group and foundation, and individual members of these sponsors when acting on behalf of the sponsor.

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(2) Submitted requests may include, but not limited to, the following:

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(a) The contact information for the authorized campus community sponsor, including sponsor name, contact person name, address, email address, and telephone number; and

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(b) The contact information for the off-campus persons or organizations, including organization's name and its contact person name, person's name, address, email address, and telephone number; and

(c) The date, time, and university facility or property to be used; and

(d) The nature and purpose of the use; and

(e) The estimated number of people expected to be involved, both as participants and as spectators, and, if applicable, estimates of supporters of an event as well as those who may be opposed; and

(f) Other information as may be reasonably requested.

[Statutory Authority: RCW 28B.35.120(12), 34.05.220 (1)(b), 34.05.250, 28B.15.600, 42.17.310, 42.30.070 - 42.30.075, chapters 69.41 and 43.21C RCW. WSR 90-10-042, § 516-36-001, filed 4/27/90, effective 5/1/90; Order 75-10, § 516-36-001, filed 11/10/75; Order 72-10, § 516-36-001, filed 11/17/72.]

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WAC 516-36-020 Use of university facilities or property by off-campus persons or groups—Evaluation of request for use. (1) The president, or the president's designee, shall have the authority to accept or reject, in whole or in part, a request submitted pursuant to WAC 516-36-001.

(2) In evaluating a request submitted pursuant to WAC 516-36-001, the president or designee shall~~may~~ consider a variety of factors including, but not limited to, the following ~~factors~~:

(a) Whether the facilities or property requested are to be used in connection with a ~~regularly scheduled~~ university program or activity.

(b) Whether the intended use of the university's facilities or property is compatible with the educational mission and objectives of the university.

(c) Whether the intended use might cause a disruption of the university's relationship with the local community by conflicting with services provided by private enterprise within the Bellingham area.

(d) The capabilities, qualifications, experience, and financial stability of the individual, organization, or group submitting the request.

(3) The president, or the president's designee, may specify reasonable fire, safety, law enforcement, sanitation, cleanup, insurance, and other risk- or impact-mitigating requirements for the use of university's facilities or property.

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(34) Whenever the president (or the president's designee) rejects, either in whole or in part, a request for use of university facilities or property, the reasons for such rejection shall be stated in writing.

[Statutory Authority: RCW 28B.35.120(12), 34.05.220 (1)(b), 34.05.250, 28B.15.600, 42.17.310, 42.30.070 - 42.30.075, chapters 69.41 and 43.21C RCW. WSR 90-10-042, § 516-36-020, filed 4/27/90, effective 5/1/90; Order 75-10, § 516-36-020, filed 11/10/75.]

WAC 516-36-030 Use of university facilities or property by off-campus persons or groups—Assessment of fees and costs. (1) The president, or the president's designee, shall have authority to establish a schedule of fees or to estimate costs to govern the use of university facilities or property by persons who are not affiliated with the university, and to alter or modify the fee schedule or cost estimate whenever such action is deemed to be necessary or appropriate or in the best interests of the university. The fee or cost for the use of each campus facility or property shall be sufficient to ~~insure~~ensure the recovery by the university of all direct and indirect costs associated with the use of the facility or property, including all direct and indirect costs of goods or services furnished by the university in connection with the use of the facility.

(2) The president, or the president's designee, may waive all or part of the normal fee or the estimated cost for use of a particular facility or property by persons not affiliated with the university under the following circumstances:

(a) The use of the university facility or property is related to the educational mission of the university; and

(b) Members of the university community will receive a ~~substantial~~ benefit from the intended use of the facility or property and no person

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or group will derive profit from the intended use of the facility or
property; or

(bc) The group requesting the use of the university's facility is
an agency of the state of Washington.

[Statutory Authority: RCW 28B.35.120(12), 34.05.220 (1)(b), 34.05.250,
28B.15.600, 42.17.310, 42.30.070 - 42.30.075, chapters 69.41 and 43.21C
RCW. WSR 90-10-042, § 516-36-030, filed 4/27/90, effective 5/1/90; Order
75-10, § 516-36-030, filed 11/10/75.]

WAC 516-24-130 Demonstrations and other free speech activities. The value of active participation in political and social issues is recognized by Western Washington University as enhancing the education of the individual and contributing to the betterment of American society. The rights of free speech, petition and assembly are fundamental to the democratic process guaranteed under the Constitution of the United States and will be promoted and respected at all times.

The university ~~also further~~ recognizes that it has an obligation to maintain on campus an atmosphere that allows the institution to perform the fundamental task of providing an opportunity for all members of the community to pursue knowledge through accepted academic processes.

The university further recognizes that it is committed to a safe campus, ensuring the safety of its community members and preventing loss or damage to its facilities or property.

To achieve these objectives it is essential that demonstrations and other free speech activities be orderly and conducted in a time, place, and manner that allows the orderly function of the university. Any person or group of persons shall not, by their conduct, ~~disrupt, disturb or interfere with:~~

~~(1) Classroom activities and other educational pursuits;~~

~~(2) Recognized university activities including, but not limited to, ceremonies, meetings, office functions or residence hall activities;~~

~~(3) Pedestrian and vehicular traffic;~~

~~(4) Preservation and protection of university property and personal property of individuals.~~

(1) Violate the prohibition of firearms, weapons, armor or armaments as set forth by WAC 516-52-020.

(2) Disrupt, disturb or interfere with classroom activities and other educational pursuits.

(3) Disrupt, disturb or interfere with recognized university activities including, but not limited to, ceremonies, meetings, office functions or residence hall activities.

(4) Disrupt, disturb or interfere with pedestrian and vehicular traffic.

(5) Disrupt, disturb or interfere with the preservation and protection of university property and personal property of individuals.

(6) Threaten, by statement or implication, the health, safety or well-being of others.

(7) Contact or communicate in a threatening nature that intimidates, harasses, and would cause a reasonable person to fear for their safety or well-being.

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Any person persisting in such conduct after being requested to cease by university authorities, shall be subject, as appropriate, to disciplinary proceedings, trespass, or arrest and prosecution.

[Statutory Authority: RCW 28B.35.120(12). WSR 01-09-052, § 516-24-130, filed 4/13/01, effective 5/14/01. Statutory Authority: RCW 28B.35.120(12), 34.05.220 (1)(b), 34.05.250, 28B.15.600, 42.17.310, 42.30.070 - 42.30.075, chapters 69.41 and 43.21C RCW. WSR 90-10-042, § 516-24-130, filed 4/27/90, effective 5/1/90; Order 72-10, § 516-24-130, filed 11/17/72.]

WAC 516-52-020 ~~Firearms and dangerous weapons~~ Weapons and armaments

prohibited. (1) Only such persons who are authorized to carry firearms or other weapons or armaments as duly appointed and commissioned law enforcement officers in the state of Washington, commissioned by agencies of the United States government, or authorized by contract with the university, shall possess firearms or other weapons or armaments issued for their possession by their respective law enforcement agencies or employers while on the campus or other university-controlled property, including, but not limited to, residence halls. ~~No one may possess explosives unless licensed to do so for purposes of conducting university authorized activities relating to building construction or demolition.~~

~~(2) Other than the law enforcement officers or other individuals referenced in subsection (1) of this section, members of the campus community and visitors who bring firearms or other weapons to campus must immediately place the firearms or weapons in the university provided storage facility. The storage facility is located at the university public safety department and is accessible twenty four hours per day.~~

~~(3) If any member of the campus community or visitor wishes to bring a weapon to the campus for display or demonstration purposes~~

~~directly related to a class, seminar, or other educational activity, permission for such possession may be applied for at the university public safety department, which shall review any such proposal and may establish the conditions of the possession on campus.~~

(2) Except for those persons identified in subsection (1) above or under the circumstances described in subsections (6) (7) or (8) below, possession or use of firearms, dangerous chemicals, armor or armaments, or other weapons is prohibited on the University campus, University owned property, and at University sponsored events. No one may possess fireworks or explosives unless certified or licensed to do so for purposes of conducting University-authorized activities, building construction or demolition.

(3) Firearm means a weapon or device from which a projectile or projectiles may be fired by an explosive such as gunpowder, whether loaded or unloaded.

(4) Weapon includes, but is not limited to, air guns, pellet guns, paint ball guns, or other pneumatic propellant devices, bows, crossbows slingshots or other muscle powered projectile devices, daggers, swords, knives or other cutting or stabbing instruments with blades longer than three inches, clubs, bats, sand clubs, truncheons, metal knuckles, in-

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cendiary devices or materials, or any other objects or instruments ap-
parently capable of producing bodily harm, used in a manner, under
circumstances, and at a time and place that either manifests an intent
to intimidate another or that warrants alarm for the safety of other
persons or property.

(5) Armor or armaments includes, but is not limited to, shields,
body armor, tactical gear, face masks and helmets used in a manner,
under circumstances, and at a time and place that either manifests an
intent to intimidate another or that warrants alarm for the safety of
other persons or property, or in any way to avoid apprehension for a
criminal act or acts.

(6) Other than the law enforcement officers or other individuals
referenced in subsection (1) above, members of the campus community and
visitors who bring firearms or other weapons or armaments to campus must
immediately place the firearm(s), weapon(s) or armament(s) in the Uni-
versity provided storage facility. The storage facility is located at
the University public safety department and is accessible twenty-four
hours per day.

(7) Possession of a valid concealed pistol license authorized by
the State of Washington is not an exemption under this section. However,
nothing in this section shall prevent an individual holding a valid

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concealed pistol license from securing their pistol in a vehicle as authorized under RCW 9.41.050.

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(8) Individuals seeking to bring a firearm or other weapon onto campus, University-owned property, or a University sponsored event must obtain prior written authorization at the university public safety department, which shall have sole authority to review and approve any such request and, if approval is granted, establish conditions to the firearm or weapon authorization.

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(9) Violations of the subsections of this section are subject to appropriate disciplinary or legal action including, but not limited to, exclusion from campus, expulsion, or criminal prosecution.

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[Statutory Authority: RCW 28B.35.120(12). WSR 93-01-080, § 516-52-020, filed 12/14/92, effective 1/14/93; WSR 90-17-031, § 516-52-020, filed 8/9/90, effective 9/1/90.]

WESTERN WASHINGTON UNIVERSITY

ITEM SUBMITTED TO THE BOARD OF TRUSTEES

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa by:
Vice President Richard Van Den Hul, Business and Financial Affairs
Vice President Melynda Huskey, Enrollment and Student Services

DATE: October 13, 2017

SUBJECT: **Project and financing overview and delegation of authority incorporated within Resolution No. 2017-10 relating to the issuance of bonds to pay a portion of the costs of a Multicultural Center, Housing System Renovations and refinancing of the University's Housing and Dining System Revenue Bonds, Series 2009B**

PURPOSE: Action Item

Purpose of Submittal:

Authorize the sale of Housing and Dining System Revenue Bonds, Series 2018 to provide funding for a portion of the costs of a Multicultural Center project, Housing System Renovations and to refinance Housing and Dining System Revenue Bonds, Series 2009B (the "2009B Bonds").

Supporting Information:

The issuance and sale of Housing and Dining Revenue Bonds requires the approval of the Board of Trustees.

The proposed resolution includes authorization for the sale of new money bonds to fund the additions and certain improvements to its facilities including the expansion of the Viking Union to provide for the construction of a Multicultural Center and to fund housing system renovations, including upgrades to Ridgeway Gamma Hall, Birnam Wood Apartments, Buchanan Towers, Mathes Hall, Higginson Hall and Fairhaven Complex (the "Projects") as presented to the Board at its August meeting. The Resolution includes delegation of authority to the President or Vice President for Business and Financial Affairs to determine the method, timing and details of the bond sale. The authority to issue new money bonds (i.e., "Improvement Bonds") under the Bond Resolution expires June 1, 2018.

The proposed resolution additionally includes authorization for the sale of refunding bonds to refinance the University's outstanding 2009B Bonds, which are subject to redemption beginning April 1, 2019. The Resolution includes delegation of authority to the President or Vice President for Business and Financial Affairs to determine the method, timing and details of the bond sale and requires a minimum savings equal to a Net Present Value ("NPV") savings of 5% in order to proceed with the delegated actions. Currently the market conditions are such that refunding of the 2009B Bonds could result in NPV savings estimated to be approximately 10%. The authority to issue Refunding Bonds to refinance the 2009B Bonds under the Bond Resolution expires April 1, 2019.

Proposed Motion:

MOVED that the Board of Trustees of Western Washington University, upon the recommendation of the President, adopt Resolution No. 2017-10 (attached) authorizing the issuance of Housing and Dining Revenue and Refunding Bonds, which may be issued in one or more series, including delegation of authority as outlined in the Bond Resolution.

Resolution No. 2017-10 will authorize the President or Vice President for Business and Financial Affairs to sign the necessary documents for the execution and delivery of the bonds and make other determinations relative to the bond financing, including the method of sale, whether a debt service reserve will be required, timing and amount as described in the Bond Resolution and summarized in the attachment, all subject to a limitation on maximum amount, maximum interest rate and minimum refunding savings

Supporting Information (Attached):

- Summary of Financing Terms and Schedule
- Series Resolution to authorize Housing and Dining System Revenue and Refunding Bonds (Action Requested)
- Overview of Master and Series Bond Resolutions

WESTERN WASHINGTON UNIVERSITY
Board of Trustees
October 13, 2017

Summary of Financing Terms and Schedule

for

HOUSING AND DINING SYSTEM REVENUE BONDS RESOLUTION – No. 2017-10

It is proposed that University Housing and Dining System Revenue Bonds be issued, in one or more series, to finance a portion of the costs relating to a new Multicultural Center and Housing System Renovations, to refinance the Housing and Dining System Revenue Bonds, Series 2009B (the “2009B Bonds”), and to pay costs of issuance of the bonds.

Multicultural Center

The University plans to construct the Multicultural Center as an expansion of the Viking Union, for a total base project cost currently estimated at \$20,162,000. Approximately \$16,900,000 of the project is currently planned to be funded with bond proceeds. The project team has identified additive alternates that are in the estimating stage. The table below reflects the sources of funding for the project.

Estimated Sources of Funding for the Multicultural Center

Estimated Bond Proceeds	\$16,900,000
Minor Capital Institutional Funds	1,990,000
Cash Transfer from other Funds	800,000
Estimated FY 2018 Revenues	<u>472,000</u>
Estimated Total Project Cost	\$20,162,000

Depending on interest rates resulting from the competitive sale of bonds, and given the estimated annual revenue of \$1,145,000 available to support bond payments, the University may be able to achieve a higher level of bond proceeds which could be used to fund the project and additive alternates. An allowance for this has been made in calculating the overall bond sizing limit to be approved by the Board.

The Multicultural Center architects (Opsis/RMC Architects), interpretive consultant (Lisa Watt), and general contractor (Dawson Construction) worked with key student representatives and user groups over the summer, and are engaging more broadly with students throughout fall quarter to complete details of the design including finishes and furnishings. A new Multicultural Project Website is live with project updates, interior layouts, working renderings, and FAQ’s. The site will have live webcams once construction begins.

Multicultural Project Website:

<https://www.wvu.edu/wvuarchitect/construction/pw698.shtml>

Housing System Renovations

The University is undertaking certain housing system renovations, based upon a housing system renovation plan structured to provide improvements throughout the housing system. Approximately \$17,300,000 of bond proceeds will be used to fund a portion of project expenditures from 2017 through 2019. As with the Multicultural Center project, depending on interest rates resulting from the competitive sale of bonds, and given the estimated revenue available to support bond payments, the University may be able to achieve a higher level of bond proceeds to be used for housing system projects. It is expected that additional bonds will be issued for housing system renovations in future years, as discussed at the August 2017 Board meeting.

Refunding Bonds

Subject to market conditions, additional bonds will be issued to refinance the University's Housing and Dining System Revenue Bonds, Series 2009B (the "2009B Bonds"). The 2009B Bonds are subject to prepayment on April 1, 2019 in the amount of \$11,475,000. The interest rates on the 2009B Bonds are 6.67 to 7.40% (4.10 to 4.81% after receipt of a federal subsidy and estimated impact of federal sequestration). It is expected that the average interest rate on the refunding portion of the bonds will be approximately 3.10% and in the current market will provide net present value (NPV) savings in excess of \$1 million or over \$100,000 each year. While the NPV savings is currently estimated to be approximately 10% of the par value of the bonds, the University's policy has been to consider refunding of bonds when savings exceed a NPV of 5%.

Bond Resolution

The proposed Bond Resolution delegates authority to the President or the Vice President for Business and Financial Affairs to determine the details of the bonds and to conduct the sale of bonds. Delegated actions include the following:

- Establish the manner of sale (competitive or negotiated);
- Determine whether a debt service reserve fund is required and in what amount;
- Approve final interest rates;
- Approve maturity dates and principal maturing each year;
- Approve aggregate principal amount of bonds; and
- Approve redemption rights

The authority for the delegated actions is subject to a maximum average interest rate of 5% for each purpose (improvements and refunding), and a minimum net present value savings threshold of 5% for the refunding purpose

Delegated authority for the improvements (Multicultural Center and Housing System Renovations) portion will expire June 1, 2018 and delegated authority on the refunding portion will expire April 1, 2019.

The following terms are reflected in the Bond Resolution and apply to the Bonds.

Security for Bonds: A lien on the revenue of the Housing and Dining System, and related revenue on Parity with outstanding Housing and Dining System Bonds.

Size of Bond Issue: The Series Resolution will include a maximum bond size of \$52,540,000. Items that will affect the issue size to be contained in the Bond Resolution are: (1) final review of actual costs for the construction projects (bids or guaranteed maximum price), (2) interest rates on the bonds, and therefore the amount of bonds that can be supported by the expected revenue available for the improvement purposes; (3) actual proceeds required to accomplish the refunding, based on market conditions, and (4) actual underwriting discount or premium included in the winning interest rate bid at the time of bond sale.

The maximum size of \$52,540,000 in the Bond Resolution was derived based on the following estimates:

Potential proceeds for Multicultural Center	\$18,565,000
Potential proceeds for Housing System Renovations	20,275,000
Potential proceeds for Refunding Bonds	11,890,000
Estimated Cost of Issuance ⁽¹⁾	235,500
Underwriting Fee & Potential Discount of Bonds	<u>1,574,500</u>
Total of Maximum Bond Issue Size	\$52,540,000

⁽¹⁾ *Cost of Issuance includes legal fees, municipal advisor fees, rating agency fees, escrow agent fees and other costs incurred in connection with the issuance of the Bonds.*

Term of Bonds: The final maturity for the bonds will be April 1, 2043, a term of 25 years for the improvement bonds. The final maturity for the portion used to refund the 2009B Bonds is April 1, 2034, which is consistent with the remaining term of those outstanding bonds.

Interest Rates: The average interest rate on the proposed bonds is limited to 5%, although in the current market it is estimated to be 3.50%.

Minimum Savings Target for Refunding: The Bond Resolution establishes the NPV aggregate savings (after payment of all costs of issuance) with respect to all Refunded Bonds to be at least equal to 5.0% of the principal amount of the Refunded Bonds. Current market estimates result in NPV savings estimated to be approximately 10% which would produce estimated average annual savings in excess of \$100,000.

Proposed Sale Date: The Bonds are expected to be sold in mid-February 2018. Timing will be determined based upon market conditions and when funds will be needed for the projects.

Financial Advisor: PFM Financial Advisors LLC (Thomas Toepfer and Susan Musselman)

Bond Counsel: K&L Gates (Cynthia Weed)

Schedule for Project Financing and Design/Construction

Timing	Key Steps*
November - December	Develop Preliminary Official Statement (POS) in preparation for bond sale
December Board Meeting	Update in Capital Project Report Informational Item
January	Prepare presentation for rating agency. Housing & Dining System rating received end of January
Mid January	Receive Buchanan Towers construction bids
Late December - Mid January	Negotiate Multicultural Center Guaranteed Maximum Price (GMP)
February Board Meeting	Submit Multicultural Center and Buchanan Towers construction contract for Board approval
Mid February	Planned bond sale date for Housing Improvement and Refunding Bonds
Mid February 2018 - May 2019	Multicultural Center Construction
March 2018 - August 2018 (Phase I) & March 2019 - August 2019 (Phase II)	Buchanan Towers Construction

* *Project steps shown are for the two largest and most immediate projects to be bond funded: The Multicultural Center and Buchanan Towers Renovation. Other housing renovation projects during 2018 and 2019 range from \$1.3 - \$4.9 million (as presented to the Board in February 2017) and will be brought to the Board for contract approval.*

SERIES RESOLUTION

WESTERN WASHINGTON UNIVERSITY

RESOLUTION NO. 2017-10

A RESOLUTION OF THE BOARD OF TRUSTEES OF WESTERN WASHINGTON UNIVERSITY; AUTHORIZING THE ISSUANCE AND SALE OF HOUSING AND DINING SYSTEM REVENUE AND REFUNDING BONDS OF THE UNIVERSITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$52,540,000 IN ONE OR MORE SERIES FOR THE PURPOSE OF MAKING CAPITAL IMPROVEMENTS AND REFUNDING CERTAIN OUTSTANDING HOUSING AND DINING SYSTEM REVENUE BONDS OF THE UNIVERSITY; PROVIDING FOR THE REDEMPTION OF THE OUTSTANDING BONDS TO BE REFUNDED; AUTHORIZING THE APPOINTMENT OF AN ESCROW AGENT AND THE EXECUTION OF AN ESCROW AGREEMENT RELATED TO SUCH REFUNDING; AUTHORIZING THE SALE OF THE BONDS AND THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT; AND AUTHORIZING THE DESIGNATED UNIVERSITY REPRESENTATIVE TO MAKE CERTAIN DETERMINATIONS AND APPOINTMENTS WITH RESPECT TO THE BONDS UNDER THE TERMS AND CONDITIONS SET FORTH HEREIN.

ADOPTED: OCTOBER 13, 2017

Prepared by:

K&L GATES LLP
Seattle, Washington

WESTERN WASHINGTON UNIVERSITY

RESOLUTION NO. 2017-10

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* This Table of Contents and the Cover Page are for convenience of reference and are not intended to be a part of this Series Resolution.

SERIES RESOLUTION

WESTERN WASHINGTON UNIVERSITY

RESOLUTION NO. 2017-10

A RESOLUTION OF THE BOARD OF TRUSTEES OF WESTERN WASHINGTON UNIVERSITY; AUTHORIZING THE ISSUANCE AND SALE OF HOUSING AND DINING SYSTEM REVENUE AND REFUNDING BONDS OF THE UNIVERSITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$52,540,000 IN ONE OR MORE SERIES FOR THE PURPOSE OF MAKING CAPITAL IMPROVEMENTS AND REFUNDING CERTAIN OUTSTANDING HOUSING AND DINING SYSTEM REVENUE BONDS OF THE UNIVERSITY; PROVIDING FOR THE REDEMPTION OF THE OUTSTANDING BONDS TO BE REFUNDED; AUTHORIZING THE APPOINTMENT OF AN ESCROW AGENT AND THE EXECUTION OF AN ESCROW AGREEMENT RELATED TO SUCH REFUNDING; AUTHORIZING THE SALE OF THE BONDS AND THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT; AND AUTHORIZING THE DESIGNATED UNIVERSITY REPRESENTATIVE TO MAKE CERTAIN DETERMINATIONS AND APPOINTMENTS WITH RESPECT TO THE BONDS UNDER THE TERMS AND CONDITIONS SET FORTH HEREIN.

WHEREAS, Western Washington University, a regional university of the State of Washington (the "University"), maintains a housing and dining system (defined in the hereinafter referred to Master Resolution as the "System") which is in need of expansion, renovation and improvement from time to time; and

WHEREAS, the University has authorized the issuance of housing and dining system revenue bonds in one or more series pursuant to Resolution No. 97-09, adopted on December 5, 1997 (the "Master Resolution"); and

WHEREAS, the bonds authorized under the Master Resolution are payable from Net Revenues (as such term is defined in the Master Resolution); and

WHEREAS, the University has issued and has outstanding bonds secured by a parity lien on the revenues of the University (the “Outstanding Parity Bonds”), as follows:

<u>Resolution Number</u>	<u>Date of Issue</u>	<u>Designation</u>	<u>Original Principal Amount</u>	<u>Currently Outstanding</u>	<u>Final Maturity</u>
97-09 and 98-01	2/1/98	Housing and Dining System Junior Lien Revenue Refunding Bonds, 1998 Series A	\$17,225,000	\$ 5,430,000	10/1/22
97-09 and 2009-09	6/30/09	Housing and Dining System Revenue Bonds, Series 2009B (Taxable-Build America Bonds)	\$12,835,000	\$12,180,000	4/1/34
97-09 and 2012-03	7/19/12	Housing and Dining System Revenue Refunding Bonds, Series 2012	\$ 9,205,000	\$ 5,255,000	10/1/23
97-09 and 2014-09	3/03/15	Housing and Dining System Revenue Refunding Bonds, Series 2015	\$ 13,435,000	\$ 11,400,000	4/1/26

; and

WHEREAS, under the terms of the Master Resolution, the University is authorized to issue additional bonds having a parity of lien on Net Revenues with the Outstanding Parity Bonds; and

WHEREAS, it is in the best interest of the University to issue additional bonds under the Master Resolution (the “Improvement Bonds”) in order to obtain long term financing for additions, renovation and improvements to facilities of the System (as described in Section 3 hereof) (the “Projects”); and

WHEREAS, the University has outstanding its Housing and Dining System Revenue Bonds, Series 2009B (Taxable - Build America Bonds), issued under date of June 30, 2009,

pursuant to Resolution Nos. 97-09 and 2009-09, maturing in principal amounts and bearing as follows:

<u>Maturity Years (April 1)</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>
2019	\$ 705,000	5.770%
2024	2,385,000	6.670
2034	9,090,000	7.400

(the “2009 Bonds”); and

WHEREAS, the 2009 Bonds (hereinafter defined as the “Refunding Candidates”), are subject to optional redemption at the option of the University in whole or in part on any date on or after April 1, 2019 at a price of par plus accrued interest; and

WHEREAS, the University has been advised that substantial debt service savings may be obtained by refunding some or all of the Refunding Candidates through the issuance of one or more series of revenue refunding bonds (the “Refunding Bonds”); and

WHEREAS, it appears to the Board of Trustees (the “Board”) that it is in the best interest of the University to issue the Improvement Bonds and the Refunding Bonds under the Master Resolution in one or more series in the aggregate principal amount of not to exceed \$52,540,000 (together, the “Series 2018 Bonds”); and

WHEREAS, the Board wishes to delegate authority to the Designated University Representative to determine the manner of sale of the Series 2018 Bonds, the approval of the final principal amount of each series of the bonds, interest rates, principal maturities and redemption provisions of such series of bonds to be fixed under such terms and conditions as are approved by this Series Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF WESTERN WASHINGTON UNIVERSITY, as follows:

Section 1. Definitions. Unless otherwise defined herein, the terms used in this Series Resolution, including the preamble hereto, which are defined in the Master Resolution shall have the meanings set forth in the Master Resolution. In addition, the following terms shall have the following meanings in this Series Resolution:

Acquired Obligations means the Government Obligations acquired by the University under the terms of this Series Resolution and the Escrow Agreement to effect the defeasance and refunding of the Refunded Bonds.

Approved Bid means the winning bid submitted for a series of the Series 2018 Bonds if the Series 2018 Bonds are sold by Competitive Sale.

Beneficial Owner means any person that has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Series 2018 Bonds (including persons holding Series 2018 Bonds through nominees, depositories or other intermediaries).

Bond Insurance Policy means the municipal bond insurance policy issued by the Insurer insuring the payment when due of the principal of and interest on a series of the Series 2018 Bonds as provided therein.

Bond Purchase Contract means, if a series of the Series 2018 Bonds shall be sold by Negotiated Sale, the purchase contract relating to such series of the Series 2018 Bonds between the University and the Underwriter.

Call Date means April 1, 2019.

Code means the Internal Revenue Code of 1986, as amended, and shall include all applicable regulations and rulings relating thereto.

Competitive Sale means the process by which a series of the Series 2018 Bonds are sold through the public solicitation of bids from underwriting firms.

Costs of Issuance Agreement means the agreement of that name, to be entered into by the University and the Escrow Agent, providing for the payment of certain costs of issuance with respect to the issuance of the Series 2018 Bonds, substantially in the form attached hereto as Exhibit B.

Designated University Representative means, for purposes of this Series Resolution, shall also include the Vice President for Business and Financial Affairs of the University or any successor to the functions of such office, and also shall include any designee of the Designated University Representative for the performance of specific functions under this resolution.

Disclosure Agreement means the commitment of the University to comply with the ongoing disclosure requirements of the Rule.

DTC means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, as depository for the Series 2018 Bonds pursuant to Section 6 hereof.

Escrow Agent means the escrow agent as selected by the Designated University Representative in accordance with Section 9 of this Series Resolution.

Escrow Agreement means the Escrow Deposit Agreement to be dated as of the date of closing and delivery of a series of the Series 2018 Bonds substantially in the form attached hereto as Exhibit A.

Future Parity Bonds means those revenue bonds or other revenue obligations which may be issued by the University in the future as Parity Bonds.

Government Obligations means obligations defined as such in Chapter 39.53 RCW as now or hereafter amended.

Improvement Bonds means that portion of the Series 2018 Bonds authorized to be issued herein for the purpose of financing the cost of the improvements to the System described in Section 3 of this Series Resolution.

Insurer means such bond insurance company, if any, from which a Bond Insurance Policy may be acquired for the Series 2018 Bonds, in accordance with this Series Resolution.

Letter of Representations means a blanket issuer letter of representations from the University to DTC.

MSRB means the Municipal Securities Rulemaking Board or any successor to its functions. Until otherwise designated by the MSRB or the SEC, any information, reports or notices submitted to the MSRB in compliance with the Rule are to be submitted through the MSRB's Electronic Municipal Market Access system ("EMMA"), currently located at www.emma.msrb.org.

Negotiated Sale means the process by which a series of the Series 2018 Bonds are sold by negotiation to one or more underwriting firms selected by the Designated University Representative.

Net Proceeds when used with reference to the Series 2018 Bonds, means the face amount of the Series 2018 Bonds, plus accrued interest and original issue premium, if any, and less original issue discount and proceeds deposited into the Series 2018 Reserve Account, if any.

Official Notice of Sale means, if a series of the Series 2018 Bonds shall be sold by Competitive Sale, the notice of bond sale authorized to be given in 16 of this Series Resolution.

Outstanding Parity Bonds means the outstanding parity bonds identified in the recitals of this Series Resolution.

Parity Bonds means any revenue obligations issued by the University pursuant to the Master Resolution, which Parity Bonds have a lien upon the Net Revenues for the payment of the principal thereof and interest thereon equal to the lien created upon Net Revenues for the payment of the principal of and interest on the Series 2018 Bonds, and the term “Parity Bonds” shall mean and include the Outstanding Parity Bonds, the Series 2018 Bonds and any Future Parity Bonds.

Private Person means any natural person engaged in a trade or business or any trust, estate, partnership, association, company or corporation.

Private Person Use means the use of property in a trade or business by a private person if such use is other than as a member of the general public. Private Person Use includes ownership of the property by the private person as well as other arrangements that transfer to the private person the actual or beneficial use of the property (such as a lease, management or incentive payment contract or other special arrangement) in such a manner as to set the private person apart from the general public. Use of property as a member of the general public includes attendance by the private person at municipal meetings or business rental of property to the private person on a day-to-day basis if the rental paid by such private person is the same as the rental paid by any private person who desires to rent the property. Use of property by nonprofit community groups or community recreational groups is not treated as Private Person Use if such use is incidental to the governmental uses of property, the property is made available for such use by all such community groups on an equal basis and such community groups are charged only a *de minimis* fee to cover custodial and utility expenses.

Qualified Insurance means any non-cancellable municipal bond insurance policy or surety bond issued by any insurance company licensed to conduct an insurance business in any state of the United States (or by a service corporation acting on behalf of one or more such insurance companies) (A) which insurance company or companies, as of the time of issuance of such policy or surety bond, are rated in one of the two highest Rating Categories by Moody's Investors Service or Standard & Poor's Ratings Group or their legal successors for unsecured debt or insurance underwriting or claims paying ability or (B) by issuing its policies causes obligations insured thereby to be rated in one of the two highest Rating Categories.

Qualified Letter of Credit means any irrevocable letter of credit issued by a financial institution, which institution maintains an office, agency or branch in the United States and as of the time of issuance of such letter of credit, is rated in one of the three highest Rating Categories by Moody's Investors Service and Standard & Poor's Ratings Group or their legal successors, if any.

Rating Agency means Moody's Investors Service or Standard & Poor's Global Ratings.

Rating Category means the generic rating categories of the Rating Agency, without regard to any refinement or gradation of such rating category by a numerical modifier or otherwise.

Record Date means the close of business on the 15th day prior to each day on which a payment of interest on the Bonds is due and payable.

Refunded Bonds means those Refunding Candidates designated by the Designated University Representative or his/her designee pursuant to authority delegated by Section 16 of this resolution.

Refunding Bonds means the Series 2018 Bonds that are issued for the purpose of paying interest on the Series 2018 Bonds (allocable to the refunding) on and prior to the Call Date and refunding the Refunded Bonds on the Call Date.

Refunding Candidates means the 2009 Bonds maturing on and after April 1, 2020.

Registered Owner means the person named as the registered owner of a Series 2018 Bond in the Bond Register. The Registered Owner shall be deemed to be the owner of all the Series 2018 Bonds, except for the purposes of Section 17 of this Series Resolution.

Registrar means, collectively, the fiscal agency of the State of Washington, appointed by this Series Resolution for the purposes of registering and authenticating the Series 2018 Bonds, maintaining the Bond Register, and effecting transfer of ownership of the Series 2018 Bonds.

Rule means Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Savings Target means a net present value dollar amount at least equal to 5.00% of the Refunded Bonds.

SEC means the United States Securities and Exchange Commission.

Series 2018 Bond Fund means the Western Washington University Housing and Dining System Revenue Bond Fund, Series 2018 created in the office of the Designated University Representative by Section 8 of this Series Resolution.

Series 2018 Bonds means the Western Washington University, Housing and Dining System Revenue [and Refunding] Bonds, Series 2018[___] issued in one or more series, authorized to be issued by Section 4 of this Series Resolution.

Series 2018 Debt Service Account means the account of that name created in the Series 2018 Bond Fund by Section 8 of this Series Resolution.

Series 2018 Reserve Account means the account of that name, if any, created in the Series 2018 Bond Fund by Section 8 of this Series Resolution.

Series 2018 Reserve Account Requirement means the amount, if any, specified in the Bond Purchase Contract if the Series 2018 Bonds are sold by Negotiated Sale and/or by the University in the Official Notice of Sale if the Series 2018 Bonds are sold by Competitive Sale.

Surety Bond means the surety bond, if any, issued by the Insurer on the date of issuance and delivery of a series of the Series 2018 Bonds for the purpose of satisfying the Series 2018 Reserve Account Requirement.

Surety Bond Agreement means the agreement pursuant to which the Surety Bond is issued.

System has the meaning given such term in the Master Resolution and in addition, the term “System” shall include all Residence Halls, Birnam Wood Apartments, Dining Commons, Viking Union, Lakewood Recreational Facility and the Commissary.

Term Bonds means any Series 2018 Bonds designated as “Term Bonds” in the Bond Purchase Contract or Approved Bid for such Series 2018 Bonds.

2009 Bond Resolution means Resolution No. 2009-09 adopted on June 12, 2009 authorizing the 2009 Bonds.

2009 Bonds means the Housing and Dining System Revenue Bonds, Series 2009B (Taxable - Build America Bonds) of the University issued pursuant to the 2009 Bond Resolution, issued under date of June 30, 2009, and presently outstanding in the aggregate principal amount of \$12,180,000.

Underwriter means the initial purchaser or representative of the purchasers (if more than one firm acts collectively with one or more additional underwriting firms) of a series of the Series 2018 Bonds.

Rules of Interpretation. In this Series Resolution, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Series Resolution, refer to this Series Resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this Series Resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this Series Resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Series Resolution, nor shall they affect its meaning, construction or effect;

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

(f) Words importing the singular number include the plural number and vice versa.

In this Series Resolution, the Designated University Representative is authorized to create a number of “funds” and/or “accounts.” In each case, the Designated University Representative may designate each such fund or account in his or her discretion as a fund or as an account, regardless of its designation in this Series Resolution.

Section 2. Compliance with Parity Conditions. The University has reserved the right pursuant to the Master Resolution to issue Future Parity Bonds upon compliance with certain conditions set forth therein. The University hereby finds and determines, as required by Sections 5 and 6 of the Master Resolution as follows:

First, the University has not been in default of its covenant under Section 7(a) of the Master Resolution for the immediately preceding year (year ending June 30, 2017); and

Second, there will be at the time of issuance of the Series 2018 Bonds a certificate (prepared as described in subsection 5(b) of the Master Resolution) demonstrating fulfillment of the Additional Bonds Test, commencing with the first full fiscal year following the later of (1) the Date of Commercial Operation of the System to be financed with the proceeds of the Bonds or (2) the date on which any portion of interest on the series of Bonds then being issued no longer will be paid from the proceeds of such series of Bonds.

The limitations contained and the conditions provided in the Master Resolution having been complied with or assured, the payments required herein to be made out of the Net Revenues to pay and secure the principal of and interest on the Series 2018 Bonds shall constitute a lien and charge upon such Net Revenues equal in rank to the lien and charge thereon of the Outstanding Parity Bonds.

The University hereby further covenants and agrees that the Series 2018 Bonds will not be issued and delivered to the purchasers thereof as bonds on a parity with the Outstanding

Parity Bonds until the certificate required herein, in form and contents satisfactory to the University and its counsel, has been filed with the University.

Section 3. Authorization of Projects. The System requires additions and certain improvements to its facilities including the expansion of the Viking Union to provide for the Multicultural Center and additional housing system renovations and upgrades to Ridgeway Gamma Hall, Birnam Wood Apartments, Buchanan Towers, Mathes Hall, Higginson Hall and Fairhaven Complex (the “Projects”). The University hereby authorizes the undertaking of the Projects. To the extent Series 2018 Bond proceeds are available after completion of the Projects, they may be used to fund other projects within the System in accordance with the Housing and Dining System Long Term Capital Plan as approved by the Board of Trustees.

Section 4. Authorization of Series 2018 Bonds; Bond Details.

(a) *Authorization of the Series 2018 Bonds.* For the purpose of paying or reimbursing the costs of the Projects, paying a portion of the cost of funding the Series 2018 Reserve Account Requirement, if any, and paying a proportionate share of the costs of issuance of the Series 2018 Bonds, the University shall issue and sell its housing and dining system revenue bonds (the “Improvement Bonds”).

For the purpose of refunding the Refunded Bonds on the Call Date, paying the interest on the Refunding Bonds on and prior to the Call Date and thereby effecting a savings to the University, paying a portion of the cost of funding the Series 2018 Reserve Account Requirement, if any, and paying a proportionate share of the costs of issuance of the Series 2018 Bonds, the University shall issue its housing and dining system revenue refunding bonds (the “Refunding Bonds”).

The Improvement Bonds and the Refunding Bonds are sometimes herein collectively referred to as the “Series 2018 Bonds.”

The University shall now issue and sell the Series 2018 Bonds, in one or more series, in the combined aggregate amount of not to exceed \$52,540,000.

(b) *Bond Details.* The Series 2018 Bonds shall be designated as “Western Washington University Housing and Dining System Revenue [and Refunding] Bonds, Series 2018[___]”, with additional designations as requested (the “Series 2018 Bonds”), shall be registered as to both principal and interest, shall be in the denomination of \$5,000 each, or any integral multiple thereof, provided that no Series 2018 Bond shall represent more than one series and maturity; shall be numbered separately in the manner and with any additional designation as the Registrar deems necessary for purposes of identification, shall be dated and bear interest at the per annum rates, payable on the dates and maturing in principal amounts set forth in the Approved Bid or Bond Purchase Contract, pursuant to Section 16 of this Series Resolution. The Series 2018 Bonds of any of the series or maturities may be combined and issued as term bonds (“Term Bonds”), subject to mandatory redemption as provided in the Approved Bid or Bond Purchase Contract.

Section 5. Right of Prior Redemption and Purchase.

(a) *Optional Redemption.* The Series 2018 Bonds of a series may include provision for optional redemption on the dates, at the prices and under the terms set forth in the Bond Purchase Contract or Approved Bid approved by the Designated University Representative pursuant to Section 16.

(b) *Mandatory Redemption.* The Series 2018 Bonds of a series shall be subject to mandatory redemption to the extent, if any, set forth in the Bond Purchase Contract or Approved Bid and as approved by the Designated University Representative pursuant to Section 16.

(c) *Purchase of Series 2018 Bonds.* The Series 2018 Bonds may be purchased at any time, to the extent that such Series 2018 Bonds are offered to the University at any price deemed reasonable by the Designated University Representative but only to the extent of Gross Revenue available after providing for the payments required by paragraphs first through sixth of Section 2(a) of the Master Resolution.

(d) *Selection of Series 2018 Bonds for Redemption.* As long as the Series 2018 Bonds are held in book-entry only form, the maturities to be redeemed, if any, shall be selected by the University and, within a maturity, the selection of Series 2018 Bonds of such series to be redeemed shall be made in accordance with the operational arrangements in effect at DTC. If the Series 2018 Bonds are no longer held in uncertificated form, the selection of such Series 2018 Bonds to be redeemed shall be made as provided in this subsection (d). If the University redeems at any one time fewer than all of the Series 2018 Bonds having the same series and maturity date, the particular Series 2018 Bonds or portions of Series 2018 Bonds of such series and maturity to be redeemed shall be selected by lot (or in such other manner determined by the Registrar) in increments of \$5,000. In the case of a Series 2018 Bond of a denomination greater than \$5,000, the University and Registrar shall treat each Series 2018 Bond as representing such number of separate Series 2018 Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Series 2018 Bond by \$5,000. In the event that only a portion of the principal sum of a Series 2018 Bond is redeemed, upon surrender of the such Series 2018 Bond at the principal office of the Registrar there shall be issued to the Registered

Owner, without charge therefor, for the then unredeemed balance of the principal sum thereof, at the option of the Registered Owner, a Series 2018 Bond or Series 2018 Bonds of like series, maturity and interest rate in any of the denominations herein authorized.

(e) *Notice of Redemption.*

(1) Official Notice. Unless waived by any owner of Series 2018 Bonds to be redeemed, official notice of any such redemption (which notice, in the case of a conditional redemption, shall state that redemption is conditioned by the Registrar on the receipt of sufficient funds for redemption) shall be given by the Registrar on behalf of the University by mailing a copy of an official redemption notice by first class mail at least 20 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Series 2018 Bond or Series 2018 Bonds to be redeemed at the address shown on the Register or at such other address as is furnished in writing by such Registered Owner to the Registrar.

All official notices of redemption shall be dated and shall state:

- (A) the redemption date,
- (B) the redemption price,
- (C) if fewer than all Outstanding Series 2018 Bonds are to be redeemed, the identification by series and maturity (and, in the case of partial redemption, the respective principal amounts) of the Series 2018 Bonds to be redeemed,
- (D) that on the redemption date, provided that in the case of optional redemption the full amount of the redemption price is on deposit therefor, the redemption price will become due and payable upon each such Series 2018 Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(E) the place where such Series 2018 Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Registrar, and

(F) that the notice of redemption may be withdrawn and the proposed redemption of Series 2018 Bonds cancelled if for any reason funds will not be available on the date fixed for redemption.

Unless the University has revoked the notice of redemption, on or prior to any redemption date, the Designated University Representative shall deposit with the Registrar an amount of money sufficient to pay the redemption price of all the Series 2018 Bonds or portions of Series 2018 Bonds which are to be redeemed on that date.

Failure to give notice as to redemption of any Series 2018 Bond or any defect in such notice shall not invalidate redemption of any other Series 2018 Bond.

Notwithstanding the foregoing, if the Series 2018 Bonds are then held in book-entry only form, notice of redemption to any Registered Owner or beneficial owner of Series 2018 Bonds shall be given only in accordance with the operational arrangements then in effect at DTC but not less than twenty (20) days prior to the date of redemption.

(2) Effect of Notice; Series 2018 Bonds Due. Official notice of redemption having been given as aforesaid, the Series 2018 Bonds or portions of Series 2018 Bonds so to be redeemed shall, on the redemption date (unless in the case of conditional redemption the conditions have not been fulfilled and the notice or redemption therefore withdrawn), become due and payable at the redemption price therein specified, and from and after such date such Series 2018 Bonds or portions of Series 2018 Bonds shall cease to bear interest. Upon surrender of such Series 2018 Bonds for redemption in accordance with said notice, such Series 2018

Bonds shall be paid by the Registrar at the redemption price. Installments of interest due on or prior to a mandatory redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Series 2018 Bond, there shall be prepared for the Registered Owner a new Series 2018 Bond or Series 2018 Bonds of the same series and maturity in the aggregate amount of the unpaid principal. All Series 2018 Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

(3) Additional Notice. In addition to the foregoing notice, further notice may be given by the University as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Series 2018 Bonds being redeemed; (B) the date of issue of the Series 2018 Bonds as originally issued; (C) the rate of interest borne by each Series 2018 Bond being redeemed; (D) the maturity date of each Series 2018 Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Series 2018 Bonds being redeemed. Each further notice of redemption may be sent at least twenty (20) before the redemption date to the Insurer, if any, and to each party entitled to receive notice pursuant to Section 17 of this Series Resolution, and to the original purchaser of the Series 2018 Bonds or to its business successors, if any, and to such persons (including the MSRB who customarily at the time receive notices of redemption in accordance with rules promulgated by the SEC) and with such additional information as the Registrar deem appropriate, but such mailings shall not be a condition precedent to the redemption of such Series 2018 Bonds.

(4) Use of CUSIP Numbers. Upon the payment of the redemption price of Series 2018 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by maturity, the Series 2018 Bonds being redeemed with the proceeds of such check or other transfer.

(5) Amendment of Notice Provisions. The foregoing notice provisions of this Section 5, including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended by additions, deletions and changes in order to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

Section 6. Place and Medium of Payment. The principal of, premium, if any, and interest on the Series 2018 Bonds shall be payable in lawful money of the United States of America. Interest on the Series 2018 Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. For so long as all Bonds are in fully immobilized form, payments of principal and interest shall be made as provided to the parties entitled to receive payment as of each Record Date in accordance with the operational arrangements of DTC referred to in the Letter of Representations.

In the event that the Series 2018 Bonds are no longer in fully immobilized form, interest on the Series 2018 Bonds shall be paid by check or draft mailed (or by wire transfer to a Registered Owner of such Series 2018 Bonds in aggregate principal amount of \$1,000,000 or more who so requests) to the Registered Owners of the Series 2018 Bonds at the addresses for such Registered Owners appearing on the Bond Register as of the Record Date, and principal of the Bonds shall be payable upon presentation and surrender of such Bonds by the Registered Owners at the principal office of the Registrar; provided, however, that if so requested in writing

by the Registered Owner of at least \$100,000 principal amount of the Bonds, interest will be paid by wire transfer on the date due to an account with a bank located within the United States.

Section 7. Registration.

(a) *Registrar/Bond Register.* The University hereby specifies and adopts the system of registration for the Series 2018 Bonds as approved by the State Finance Committee of the State of Washington from time to time. The University shall cause a bond register to be maintained by the Registrar. So long as any Series 2018 Bonds remain Outstanding, the Registrar shall make all necessary provisions to permit the exchange and registration of transfer of Series 2018 Bonds at its principal corporate trust office. The Registrar may be removed at any time at the option of the Designated University Representative upon prior notice to the Registrar, the Insurer, and a successor Registrar appointed by the Designated University Representative. No resignation or removal of the Registrar shall be effective until a successor shall have been appointed and until the successor Registrar shall have accepted the duties of the Registrar hereunder. The Registrar is authorized, on behalf of the University, to authenticate and deliver Series 2018 Bonds transferred or exchanged in accordance with the provisions of such Series 2018 Bonds and this Series Resolution and to carry out all of the Registrar's powers and duties under this Series Resolution. The Registrar shall be responsible for its representations contained in the Certificate of Authentication on the Series 2018 Bonds.

(b) *Registered Ownership.* The University and the Registrar, each in its discretion, may deem and treat the Registered Owner of each Series 2018 Bond as the absolute owner thereof for all purposes (except as provided in Section 17 of this resolution), and neither the University nor the Registrar shall be affected by any notice to the contrary. Payment of any such Series 2018 Bond shall be made only as described in Section 6 hereof, but such Series 2018

Bond may be transferred as herein provided. All such payments made as described in Section 6 shall be valid and shall satisfy and discharge the liability of the University upon such Series 2018 Bond to the extent of the amount or amounts so paid.

(c) *DTC Acceptance/Letter of Representations.* To induce DTC to accept the Series 2018 Bonds as eligible for deposit at DTC, the University has executed and delivered a Letter of Representations to DTC.

Neither the University nor the Registrar will have any responsibility or obligation to DTC participants or the persons for whom they act as nominees (or any successor depository) with respect to the Series 2018 Bonds in respect of the accuracy of any records maintained by DTC (or any successor depository) or any DTC participant, the payment by DTC (or any successor depository) or any DTC participant of any amount in respect of the principal of or interest on Series 2018 Bonds, any notice which is permitted or required to be given to Registered Owners under this Series Resolution (except such notices as shall be required to be given by the University to the Registrar or to DTC (or any successor depository)), or any consent given or other action taken by DTC (or any successor depository) as the Registered Owner. For so long as any Series 2018 Bonds are held in fully immobilized form hereunder, DTC or its successor depository shall be deemed to be the Registered Owner for all purposes hereunder, and all references herein to the Registered Owners shall mean DTC (or any successor depository) or its nominee and shall not mean the owners of any beneficial interest in such Series 2018 Bonds.

If any Series 2018 Bond shall be duly presented for payment and funds have not been duly provided by the University on such applicable date, then interest shall continue to accrue thereafter on the unpaid principal thereof at the rate stated on such Series 2018 Bond until such Series 2018 Bond is paid.

(d) *Use of Depository.*

(1) The Series 2018 Bonds shall be registered initially in the name of “CEDE & CO.”, as nominee of DTC, with one Series 2018 Bond maturing on each of the maturity dates for the Series 2018 Bonds in a denomination corresponding to the total principal therein designated to mature on such date. Registered ownership of such immobilized Series 2018 Bonds, or any portions thereof, may not thereafter be transferred except (A) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (B) to any substitute depository appointed by the Board pursuant to subsection (ii) below or such substitute depository’s successor; or (C) to any person as provided in subsection (iv) below.

(2) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the Board to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the Board may hereafter appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(3) In the case of any transfer pursuant to clause (A) or (B) of subsection (1) above, the Registrar shall, upon receipt of all Outstanding Series 2018 Bonds, together with a written request on behalf of the Board, issue a single new Series 2018 Bond for each maturity of the Series 2018 Bonds then Outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the Board.

(4) In the event that (A) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (B) the Board determines that it is in the best interest of the beneficial owners of the Series 2018 Bonds that such owners be able to obtain such bonds in the form of Series 2018 Bond certificates, the ownership of such Series 2018 Bonds may then be transferred to any person or entity as herein provided, and shall no longer be held in fully immobilized form. The Designated University Representative shall deliver a written request to the Registrar, together with a supply of definitive Series 2018 Bonds, to issue Series 2018 Bonds as herein provided in any authorized denomination. Upon receipt by the Registrar of all then Outstanding Series 2018 Bonds together with a written request on behalf of the Board to the Registrar, new Series 2018 Bonds shall be issued in the appropriate denominations and registered in the names of such persons as are requested in such written request.

(e) *Registration of Transfer of Ownership or Exchange; Change in Denominations.* If the Series 2018 Bonds are no longer held in book-entry only form, the transfer of any Series 2018 Bond may be registered and Series 2018 Bonds may be exchanged, but no transfer of any such Series 2018 Bond shall be valid unless such Series 2018 Bond is surrendered to the Registrar with the assignment form appearing on such Series 2018 Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Registrar. Upon such surrender, the Registrar shall cancel the surrendered Series 2018 Bond and shall authenticate and deliver, without charge to the Registered Owner or transferee therefor, a new Series 2018 Bond (or Series 2018 Bonds at the option of the new Registered Owner) of the same date, maturity and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner the person or persons listed as the

assignee on the assignment form appearing on the surrendered Series 2018 Bond, in exchange for such surrendered and canceled Series 2018 Bond. If the Series 2018 Bonds are no longer held in book-entry only form, any Series 2018 Bond may be surrendered to the Registrar and exchanged, without charge, for an equal aggregate principal amount of Series 2018 Bonds of the same date, maturity and interest rate, in any authorized denomination or denominations. The Registrar shall not be obligated to register the transfer or to exchange any Series 2018 Bond during the 15 days preceding the date any such Series 2018 Bond is to be redeemed.

(f) *Registrar's Ownership of Series 2018 Bonds.* The Registrar may become the Registered Owner of any Series 2018 Bond with the same rights it would have if it were not the Registrar, and to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as member of, or in any other capacity with respect to, any committee formed to protect the right of the Registered Owners of Series 2018 Bonds.

(g) *Registration Covenant.* The University covenants that, until all Series 2018 Bonds have been surrendered and canceled, it will maintain a system for recording the ownership of each Series 2018 Bond that complies with the provisions of Section 149 of the Code.

(h) *Series 2018 Bonds Payable from Series 2018 Bond Fund.* The Series 2018 Bonds shall be obligations only of the Series 2018 Bond Fund and shall be payable and secured as provided herein and in the Master Resolution. The Series 2018 Bonds are not general obligations of the University or of the State of Washington. The Series 2018 Bonds do not constitute an indebtedness of the University within the meaning of the constitutional provisions and limitations of the State of Washington.

Section 8. Series 2018 Bond Fund. A special fund of the University designated the “Western Washington University Housing and Dining System Revenue Bond Fund, Series 2018” (the “Series 2018 Bond Fund”) is hereby authorized to be created in the office of the Designated University Representative for the purpose of paying and securing the payment of the Series 2018 Bonds to the extent that such payments are not made by the Escrow Agent. The Series 2018 Bond Fund shall be held separate and apart from all other funds and accounts of the University and shall be a trust fund for the owners, from time to time, of the Series 2018 Bonds.

(a) *Series 2018 Debt Service Account.* If the Bond Purchase Contract or University specifies an amount to be held as the Series 2018 Reserve Account Requirement in the Series 2018 Reserve Account, a separate account within the Series 2018 Bond Fund, to be designated as the Series 2018 Debt Service Account is hereby authorized to be created in the Series 2018 Bond Fund for the purpose of paying the principal of, premium, if any, and interest on the Series 2018 Bonds.

The University hereby irrevocably obligates and binds itself for as long as any Series 2018 Bonds remain Outstanding to set aside and pay into the Series 2018 Debt Service Account from Net Revenues or moneys in the Revenue Fund, on or prior to the respective dates the same become due:

(1) Such amounts as are required to pay the interest scheduled to become due on Outstanding Series 2018 Bonds; provided, however, that prior to the Call Date, the interest on the Refunding Bonds shall be paid by the Escrow Agent; and

(2) Such amounts with respect to Outstanding Series 2018 Bonds as are required (A) to pay maturing principal, (B) to make required sinking fund payments, and

(C) to redeem Outstanding Series 2018 Bonds in accordance with any mandatory redemption provisions.

(b) *Series 2018 Reserve Account.* If the Bond Purchase Contract or University specifies an amount to be maintained as the Series 2018 Reserve Account Requirement, a Series 2018 Bond Reserve Account (the “Series 2018 Reserve Account”) shall be created in the Series 2018 Bond Fund for the purpose of securing the payment of the principal of and interest on Series 2018 Bonds.

The University hereby covenants and agrees that on the date of issuance of the Series 2018 Bonds, it will provide for the funding of the Series 2018 Reserve Account in an amount sufficient to satisfy the Series 2018 Reserve Account Requirement, if any. Such deposit will be made in the form of a surety bond, as Qualified Insurance, or in the form of cash or other securities, as necessary. The Designated University Representative is hereby authorized and directed to determine the method of funding of the Series 2018 Reserve Account Requirement.

The University further covenants and agrees that it will maintain the Series 2018 Reserve Account Requirement throughout the term of the Series 2018 Bonds, except for permitted withdrawals therefrom. The Series 2018 Reserve Account Requirement may be maintained by deposits of cash, a Qualified Letter of Credit or Qualified Insurance, or a combination of the foregoing. In computing the amount on hand in the Series 2018 Reserve Account, Qualified Insurance and/or a Qualified Letter of Credit shall be valued at the face amount thereof, and all other obligations purchased as an investment of moneys therein shall be valued at its market value, and shall be revalued at least once each year. At the time of revaluation of obligations held in the Series 2018 Reserve Account, if it is determined that the balance on hand in the Series 2018 Reserve Account is less than the Series 2018 Reserve Account Requirement, then

the University shall transfer sufficient funds to make up this deficiency within one year of the date of such determination.

Whenever there is a sufficient amount in the Series 2018 Bond Fund, including the Series 2018 Reserve Account and the Series 2018 Debt Service Account to pay the principal of, premium, if any, and interest on all outstanding Series 2018 Bonds, the money in the Series 2018 Reserve Account may be used to pay such principal, premium, if any, and interest. Money in the Series 2018 Reserve Account may be withdrawn to redeem and retire, and to pay the interest due to such date of redemption and premium, if any, on any Outstanding Series 2018 Bonds, so long as the moneys left remaining on deposit in the Series 2018 Reserve Account are equal to the Series 2018 Reserve Account Requirement. The University may also transfer out of the Series 2018 Reserve Account any moneys required in order to prevent any Series 2018 Bonds from becoming “arbitrage bonds” under the Code.

If a deficiency in the Series 2018 Debt Service Account shall occur, such deficiency shall be made up from the Series 2018 Reserve Account by the withdrawal of cash therefrom for that purpose and by the sale or redemption of obligations held in the Series 2018 Reserve Account, if necessary, in such amounts as will provide cash in the Series 2018 Reserve Account sufficient to make up any such deficiency, and if a deficiency still exists immediately prior to an interest payment date and after the withdrawal of cash, the University shall then draw from any Qualified Letter of Credit, Qualified Insurance, or other equivalent credit facility for the Series 2018 Bonds in sufficient amount to make up the deficiency. Such draw shall be made at such times and under such conditions as the agreement for such Qualified Letter of Credit or such Qualified Insurance shall provide. Reimbursement shall be made to the issuer of the Surety Bond in accordance with the terms of the Surety Bond Agreement, and after making necessary provision

for the payments required to be made in paragraph First through Third of Section 2(a) of the Master Resolution. Any deficiency created in the Series 2018 Reserve Account by reason of any such withdrawal shall be made up within one year from Qualified Insurance or a Qualified Letter of Credit or out of Net Revenues (or out of any other moneys on hand legally available for such purpose) (in 12 approximately equal installments) after making necessary provision for the payments required to be made into the Series 2018 Debt Service Account within such year.

In making the payments and credits to the Series 2018 Reserve Account required by this Section 8(b), to the extent that the University has obtained Qualified Insurance or a Qualified Letter of Credit for specific amounts required pursuant to this section to be paid out of the Series 2018 Reserve Account, such amounts so covered by Qualified Insurance or a Qualified Letter of Credit shall be credited against the amounts required to be maintained in the Series 2018 Reserve Account by this Section 8(b) to the extent that such payments and credits to be made are insured by an insurance company, or guaranteed by a letter of credit from a financial institution. Such Qualified Letter of Credit or Qualified Insurance shall not be cancellable on less than one year's notice. In the event of any cancellation of the Qualified Insurance, or Qualified Letter of Credit, for reasons other than insolvency of the issuer of the Qualified Insurance or the Qualified Letter of Credit, the Series 2018 Reserve Account Requirement shall be satisfied within one year of the date of cancellation with Qualified Insurance or another Qualified Letter of Credit, or if the issuer of the Qualified Insurance or the Qualified Letter of Credit shall be insolvent the Series 2018 Reserve Account Requirement shall be satisfied within five years (in 60 approximately equal installments) of the insolvency or cancellation out of Net Revenues (or out of moneys on hand legally available for such purpose) after making necessary provisions for the payments required to be made into the Series 2018 Debt Service Account.

(c) *Pledged Amount.* In Section 7(h) of the Master Resolution, the Board has covenanted and agreed to establish, maintain and collect Services and Activities Fees at least equal to the Pledged Amount. Further, the Master Resolution retains the authority of the Board to increase the “Pledged Amount” to include additional fees specifically pledged to one or more series of Bonds. The Board hereby covenants and agrees that it will allocate such additional portion of the aggregate Services and Activities Fees (imposed by the Board from time to time in the future) and shall utilize voluntary student fees to the extent available and as are necessary to meet the required payments into the Series 2018 Debt Service Account to pay the principal of and interest on the Series 2018 Bonds as the same becomes due and payable.

(d) *Lien of Deposits into Series 2018 Bond Fund.* Said amounts so pledged to be paid into the Series 2018 Debt Service Account and Series 2018 Reserve Account with respect to the Series 2018 Bonds are hereby declared to be an equal and prior lien and charge upon the Gross Revenue superior to all other charges of any kind or nature whatsoever, except for Operating Expenses and except that the amounts so pledged are of equal lien to the lien and charge of the Outstanding Parity Bonds and to any lien which may hereafter be made to pay and secure the payment of the principal of and interest on any Future Parity Bonds.

(e) *Use of Excess Money.* Money in the Series 2018 Bond Fund not needed to pay the interest or principal and interest next coming due on any Outstanding Series 2018 Bonds or to maintain required reserves therefor may be used to purchase or redeem and retire Series 2018 Bonds. Money in the Revenue Fund, the Series 2018 Debt Service Account and the Series 2018 Reserve Account may be commingled for investment purposes and may be invested in any investments legal for the University; subject to the limitations set forth in Section 12 hereof.

Section 9. Application of Proceeds of Series 2018 Bonds; and Designation of the Refunded Bonds.

(a) *Designation of Refunded Bonds.* As outlined in the recitals to this resolution, certain principal maturities of the 2009 Bonds may be called for redemption prior to their scheduled maturities. All or some of the 2009 Bonds may be refunded with the proceeds of the Bonds authorized by this resolution (“Refunding Candidates”). As provided in Section 16, the Designated University Representative may select some or all of the Refunding Candidates and designate those Refunding Candidates as the “Refunded Bonds” in the Notice of Sale or the Bond Purchase Contract.

(b) *Application of Series 2018 Bond Proceeds.*

(1) Improvement Bonds. The Designated University Representative currently maintains funds of the University (together, the “Project Funds”) into which the proceeds of the Improvement Bonds shall be deposited, based on allocations to each fund made by the Designated University Representative at the time of closing. Money on hand in the Project Funds shall be used to pay the costs of or reimburse the University for the payments of the costs of the Projects and the costs of funding a proportionate share of the Bond Insurance Policy, if any and the Surety Bond, if any and costs of issuance of the Series 2018 Bonds. The Designated University Representative may invest money in the Project Funds in legal investments for University funds. Earnings on such investments shall accrue to the benefit of the fund earning such interest. Any part of the proceeds of the Series 2018 Bonds remaining in the Project Funds after all costs of the Projects have been paid (including costs of issuance) may be used for any capital purpose of the System or may be transferred to the Series 2018 Debt Service Account.

(2) Refunding Bonds. A portion of the proceeds of sale of the Series 2018 Bonds shall be delivered to the Escrow Agent for the purpose of paying the interest on the Refunding Bonds on and prior to the Call Date, paying the redemption price of the Refunded Bonds on the Call Date and paying related costs of issuance.

Money received by the Escrow Agent from Series 2018 Bond proceeds and other money provided by the University, shall be used to pay the interest on the Refunding Bonds on and prior to the Call Date, to pay the redemption price of the Refunded Bonds on the Call Date and to pay costs of issuance. The Escrow Agent will purchase certain Government Obligations (which obligations so purchased, are herein called “Acquired Obligations”), bearing such interest and maturing as to principal and interest in such amounts and at such times which, together with any necessary beginning cash balance, will provide for the payment of:

(A) interest on the Refunding Bonds coming due on or before the Call Date;
and

(B) the redemption price (100% of the principal amount thereof) on the Call Date of the Refunded Bonds.

The Designated University Representative is hereby authorized to appoint a qualified banking association to act as the escrow agent (the “Escrow Agent”) and to designate an accounting firm to act as escrow verification agent. A beginning cash balance, if any, and Acquired Obligations shall be deposited irrevocably with the Escrow Agent in an amount sufficient to implement the purposes of this Series Resolution. The proceeds of the Series 2018 Bonds remaining after acquisition of the Acquired Obligations and provision for the necessary beginning cash balance shall be utilized to pay expenses of the acquisition and safekeeping of

the Acquired Obligations and expenses of the issuance of the Bonds and/or returned to the University for the payment of such expenses.

Section 10. Call For Redemption of Refunded Bonds. The University hereby directs that sufficient funds be irrevocably set aside for the purchase of Acquired Obligations from proceeds of the Series 2018 Bonds to make the payments described in Section 9 of this Series Resolution.

The University hereby irrevocably calls the Refunded Bonds for redemption on the Call Date in accordance with terms of the proceedings pursuant to which the Refunded Bonds were issued authorizing the redemption and retirement of the Refunded Bonds prior to their fixed maturities.

Said call for redemption of the Refunded Bonds shall be irrevocable after the final establishment of the escrow account and delivery of the Acquired Obligations to the Escrow Agent.

The Escrow Agent is hereby authorized and directed to provide for the giving of notice of the redemption of the Refunded Bonds in accordance with the applicable provisions of the resolutions pursuant to which the Refunded Bonds were issued. The Designated University Representative is authorized and requested to provide whatever assistance is necessary to accomplish such redemption and the giving of notices therefor. The costs of publication of such notices shall be an expense of the System.

The Escrow Agent is hereby authorized and directed to pay to the Designated University Representative, or, at the direction of the Designated University Representative, to the fiscal agency or agencies of the State of Washington, sums sufficient to pay, when due, the payments specified in Section 9 of this Series Resolution. All such sums shall be paid from the moneys

and Acquired Obligations deposited with said Escrow Agent pursuant to the previous section of this Series Resolution, and the income therefrom and proceeds thereof.

The University will take such actions as are found necessary to see that all necessary and proper fees, compensation and expenses of the Escrow Agent shall be paid when due.

In order to carry out the purposes of the preceding section, the Designated University Representative is authorized and directed to execute and deliver to the Escrow Agent, an Escrow Agreement and a Costs of Issuance Agreement, each substantially in the form attached hereto as Exhibit A and Exhibit B, respectively.

Section 11. Defeasance. In the event that money and/or noncallable Government Obligations that are direct obligations of the United States or obligations unconditionally guaranteed by the United States maturing at such time or times and bearing interest to be earned thereon in amounts (together with such money, if necessary) sufficient to redeem and retire part or all of the Series 2018 Bonds authorized hereunder in accordance with their terms, are set aside in a special account of the University to effect such redemption and retirement, and such moneys and the principal of and interest on such obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made into the Series 2018 Bond Fund of the University for the payment of the principal of and interest on the Series 2018 Bonds so provided for, and such Series 2018 Bonds shall cease to be entitled to any lien, benefit or security of the Master Resolution and this Series Resolution, except the right to receive the moneys so set aside and pledged, such Series 2018 Bonds shall be deemed not to be outstanding hereunder.

Section 12. Tax Covenants.

(a) *Arbitrage Covenant.* Without limiting the generality of the foregoing, the University covenants that it will not take any action or fail to take any action with respect to the

proceeds of sale of the Series 2018 Bonds or any other funds of the University which may be deemed to be proceeds of the Series 2018 Bonds pursuant to Section 148 of the Code and the regulations promulgated thereunder which, if such use had been reasonably expected on the date of delivery of the Series 2018 Bonds to the initial purchasers thereof, would have caused the Series 2018 Bonds as “arbitrage bonds” within the meaning of such term as used in Section 148 of the Code.

The University represents that it has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is an issuer whose arbitrage certifications may not be relied upon. The University will comply with the requirements of Section 148 of the Code and the applicable regulations thereunder throughout the term of the Series 2018 Bonds.

(b) *Private Person Use Limitation for Series 2018 Bonds.* The University covenants that for as long as the Series 2018 Bonds are Outstanding, it will not permit:

(1) More than 10% of the Net Proceeds of the Series 2018 Bonds to be used for any Private Person Use; and

(2) More than 10% of the principal or interest payments on the Series 2018 Bonds in a Bond Year to be directly or indirectly: (A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (B) derived from payments (whether or not made to the University) in respect of property, or borrowed money, used or to be used for any Private Person Use.

The University further covenants that, if:

(3) More than five percent of the Net Proceeds of the Series 2018 Bonds are to be used for any Private Person Use; and

(4) More than five percent of the principal or interest payments on the Series 2018 Bonds in a Bond Year are (under the terms of this Series Resolution or any underlying arrangement) directly or indirectly: (A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (B) derived from payments (whether or not made to the University) in respect of property, or borrowed money, used or to be used for any Private Person Use, then, (i) any Private Person Use of the projects described in subsection (3) hereof or Private Person Use payments described in subsection (4) hereof that is in excess of the five percent limitations described in such subsections (3) or (4) will be for a Private Person Use that is related to the state or local governmental use of the Projects, and (ii) any Private Person Use will not exceed the amount of Net Proceeds of the Series 2018 Bonds used for the state or local governmental use portion of the project to which the Private Person Use of such portion of the Projects relates. The University further covenants that it will comply with any limitations on the use of the projects by other than state and local governmental users that are necessary, in the opinion of its bond counsel, to preserve the tax exemption of the interest on the Series 2018 Bonds. The covenants of this section are specified solely to assure the continued exemption from regular income taxation of the interest on the Series 2018 Bonds.

Section 13. Form of Series 2018 Bonds and Registration Certificate. The Series 2018

Bonds shall be in substantially the following form:

[STATEMENT OF INSURANCE, if any]
[to come from insurer]

NO. _____ UNITED STATES OF AMERICA \$ _____
STATE OF WASHINGTON
WESTERN WASHINGTON UNIVERSITY
HOUSING AND DINING SYSTEM
REVENUE [REFUNDING] BOND, SERIES 2018[___]

Maturity Date: CUSIP No.

Interest Rate:

Registered Owner: Cede & Co.

Principal Amount:

WESTERN WASHINGTON UNIVERSITY, a regional university organized and existing under and by virtue of the laws of the State of Washington (the "University"), promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, solely from the special fund of the University known as the "Western Washington University Housing and Dining System Revenue Bond Fund, 2018" (the "Series 2018 Bond Fund") created by Resolution No. 2017-10 of the Board of Trustees (together with Resolution No. 97-09, hereinafter collectively referred to as the "Bond Resolution") the Principal Amount indicated above and to pay interest thereon from the Bond Fund from _____, 20__, or the most recent date to which interest has been paid or duly provided for or until payment of this bond at the Interest Rate set forth above, payable on _____ 1, 20__, and semiannually thereafter on the first days of each April and October. Both principal of and interest on this bond are payable in lawful money of the United States of America. Interest shall be paid as provided in the Blanket Issuer Letter of Representations (the "Letter of Representations") by the University to The Depository Trust Company ("DTC"). Principal shall be paid as provided in the Letter of Representations to the Registered Owner or assigns upon presentation and surrender of this bond at the principal office of the fiscal agency of the State of Washington (the "Registrar"). Capitalized terms used in this bond which are not specifically defined have the meanings given such terms in the Bond Resolution.

This bond is one of an issue of bonds of the University of like date, tenor and effect, except as number, amount, rate of interest and date of maturity and is issued pursuant to the Bond Resolution to refund certain outstanding revenue bonds of the University.

The bonds of this issue are subject to redemption as stated in the Bond Purchase Contract or Approved Bid.

[The bonds of this issue are not private activity bonds. The bonds of this issue have not been designated by the University as eligible investments for financial institutions under Section 265 of the Internal Revenue Code of 1986, as amended.][The interest is not excludable from federal income taxation.]

The University hereby covenants and agrees with the owner and holder of this bond that it will keep and perform all the covenants of this bond and the Bond Resolution.

The University does hereby pledge and bind itself to set aside from such Gross Revenue of the System, and to pay into said Series 2018 Bond Fund [and the Series 2018 Reserve Account created therein] the various amounts required by the Bond Resolution to be paid into and maintained in said Fund [and Account], all within the times provided by said Bond Resolution.

Said amounts so pledged to be paid out of Gross Revenue into said Series 2018 Bond Fund [and Series 2018 Bond Reserve Account] are hereby declared to be a first and prior lien and charge upon the Gross Revenue, subject to the Operating Expenses of the System and equal in rank to the lien and charge upon such Gross Revenue of the amounts required to pay and secure the payment of the University's Housing and Dining System Junior Lien Revenue Refunding Bonds, 1998 Series A, Housing and Dining System Revenue Bonds, Series 2009B (Taxable – Build America Bonds), Housing and Dining System Revenue Refunding Bonds, Series 2012, Housing and Dining System Revenue Refunding Bonds, Series 2015, and any revenue bonds of the University hereafter issued on a parity with such bonds and the bonds of this issue.

The University has further bound itself to maintain all of its properties and facilities which contribute in some measure to such Gross Revenue in good repair, working order and condition, to operate the same in an efficient manner and at a reasonable cost, and to establish, maintain and collect rentals, rates and charges in the operation of the System for as long as any bonds of this issue are outstanding that will make available, for the payment of the principal thereof and interest thereon as the same shall become due, Net Revenues (as the same is defined in the Bond Resolution) in an amount equal to or greater than the Rate Covenant.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Registrar.

It is hereby certified and declared that this bond and the bonds of this issue are issued pursuant to and in strict compliance with the Constitution and laws of the State of Washington and resolutions of the University and that all acts, conditions and things required to be done precedent to and in the issuance of this bond have happened, been done and performed.

IN WITNESS WHEREOF, Western Washington University has caused this bond to be executed by the manual or facsimile signatures of the Chair and Secretary of the Board of Trustees, and a facsimile corporate seal of the University to be imprinted hereon as of the ____ day of _____, 20__.

WESTERN WASHINGTON UNIVERSITY

By /s/ _____
Chair, Board of Trustees

ATTEST:

/s/ _____
Secretary, Board of Trustees

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This bond is one of the bonds described in the within mentioned Bond Resolution and is one of the Housing and Dining System Revenue [Refunding] Bonds, Series 2018[___] of Western Washington University, dated _____, 2018.

WASHINGTON STATE FISCAL
AGENCY, Registrar

By _____
Authorized Signer

Section 14. Execution. The Series 2018 Bonds shall be executed on behalf of the University with the manual or facsimile signature of the Chair of its Board, shall be attested by the manual or facsimile signature of the Secretary of the Board and shall have the seal of the University impressed or a facsimile thereof imprinted thereon.

Only such Series 2018 Bonds as shall bear thereon a Certificate of Authentication in the form hereinbefore recited, manually executed by the Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Series Resolution. Such Certificate of Authentication shall be conclusive evidence that the Series 2018 Bonds so authenticated have

been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Series Resolution.

In case either of the officers of the University who shall have executed the Series 2018 Bonds shall cease to be such officer or officers of the University before the Series 2018 Bonds so signed shall have been authenticated or delivered by the Registrar, or issued by the University, such Series 2018 Bonds may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the University as though those who signed the same had continued to be such officers of the University. Any Series 2018 Bond may also be signed and attested on behalf of the University by such persons as at the actual date of execution of such Series 2018 Bond shall be the proper officers of the University although at the original date of such Series 2018 Bond any such person shall not have been such officer.

Section 15. Defaults and Remedies. The University hereby finds and determines that the failure or refusal of the University or any of its officers to perform the covenants and obligations of this Series Resolution will endanger the operation of the System and the application of Gross Revenue and such other moneys, funds and securities to the purposes herein set forth. Any one or more of the following shall constitute a Default under this Series Resolution:

(a) The University shall fail to make payment of the principal of any Series 2018 Bonds when the same shall become due and payable whether by maturity or scheduled redemption prior to maturity;

(b) The University shall fail to make payments of any installment of interest on any Series 2018 Bonds when the same shall become due and payable; or

(c) The University shall default in the observance or performance of any other covenants, conditions, or agreements on the part of the University contained in this Series Resolution, and such default shall have continued for a period of 90 days.

Upon the occurrence and continuation of any Default, the Registered Owners of the Series 2018 Bonds shall be entitled to exercise the remedies specified in Section 20 of the Master Resolution.

The failure to observe any term of an ongoing disclosure agreement under the Rule shall not constitute a Default hereunder or under the Master Resolution.

Section 16. Sale of Series 2018 Bonds.

(a) *Refunded Bonds.* As outlined in the recitals to this resolution and in Section 9 of this resolution, certain principal maturities of the 2009 Bonds may be called for redemption prior to their scheduled maturities. All or some of these bonds may be refunded and refinanced with the proceeds of a series of the Series 2018 Bonds authorized by this Series Resolution. The Designated University Representative may select some or all of the Refunding Candidates and designate those Refunding Candidates as the “Refunded Bonds” if the net present value aggregate savings with respect to all Refunded Bonds to be realized as a result of the refunding of the Refunded Bonds, after payment of all costs of issuance), is at least equal to the Savings Target.

(b) *Bond Sale.* The Board has determined that it would be in the best interest of the University to delegate to the Designated University Representative the authority to designate the Refunded Bonds by selection from the Refunding Candidates as described in subsection (a) above, approve the manner of sale of a series of the Series 2018 Bonds, determine whether the Series 2018 Bonds shall be issued and sold in one or more series, approve the final interest rates,

maturity dates, aggregate principal amount, principal amounts of each maturity of each series, redemption rights of each series and other terms and conditions of the Refunded Bonds. The Designated University Representative is hereby authorized to determine whether the Series 2018 Bonds shall be issued and sold in one or more series, the manner of sale of each series, approve the final interest rates, maturity dates, aggregate principal amount, principal maturities and redemption rights for each series for the Series 2018 Bonds in the manner provided hereafter so long as (i) the aggregate principal amount of the Series 2018 Bonds does not exceed \$52,540,000; (ii) the true interest cost for a series of the Series 2018 Bonds (in the aggregate) does not exceed 5.00%; and (iii) the net present value aggregate savings with respect to the 2018 Refunded Bonds to be realized as a result of the refunding of such 2018 Refunded Bonds, after payment of all costs of issuance), is at least equal to the Savings Target.

In determining the final interest rates, maturity dates, aggregate principal amount, principal maturities and redemption rights of a series of the Series 2018 Bonds, the Designated University Representative, in consultation with University staff and the University's financial advisor, shall take into account those factors that, in his/her judgment, will result in the lowest true interest cost of such series of the Series 2018 Bonds to their maturity, including, but not limited to current financial market conditions and current interest rates for obligations comparable in tenor and quality to the Series 2018 Bonds.

Initially, the Designated University Representative is hereby authorized to determine whether a series of the Series 2018 Bonds shall be sold by Negotiated Sale or by a Competitive Sale. If a series of the Series 2018 Bonds are sold by Negotiated Sale, the Designated University Representative shall select one or more underwriting firms to underwrite the Series 2018 Bonds through a process of soliciting proposals for underwriting. Upon the selection of one or more

underwriters, the Designated University Representative shall negotiate the terms of sale for the Series 2018 Bonds, including the terms described in this section, in a contract of sale (the “Bond Purchase Contract”). If a series of the Series 2018 Bonds are sold by Competitive Sale, sealed bids will be received by the Designated University Representative or the Competitive Sale will be undertaken by electronic means, in the manner and on such date and time as the Designated University Representative hereafter shall determine. The Designated University Representative will approve the bid offering to purchase the Series 2018 Bonds at the lowest true interest cost to the University at such price as shall be determined at the time of sale by the Designated University Representative, plus accrued interest to the date of delivery, on all the terms and conditions set out in the applicable Official Notice of Sale.

All bids submitted for the purchase of the Series 2018 Bonds shall be as set forth in the applicable Official Notice of Sale or otherwise as established by the Designated University Representative which will be furnished upon request made to the Designated University Representative. Such bids shall be accompanied by surety bond or a cashier’s or certified check, as a good faith deposit, made payable to the order of the University, in an amount determined by the University’s financial advisor. The good faith deposit of the successful bidder shall be security for the performance of its bid and shall be held as liquidated damages in case the successful bidder fails to take up and pay for the Series 2018 Bonds within 45 days if tendered for delivery. All bids submitted shall be opened (but not read publicly) by the University. The University reserves the right to reject any and all bids and to waive any irregularity or informality in any bid.

Subject to the terms and conditions set forth in this Section 16, the Designated University Representative is hereby authorized to accept an Approved Bid in a Competitive Sale and/or

execute the final form of a Bond Purchase Contract in a Negotiated Sale, upon his/her approval of the final interest rates, maturity dates, aggregate principal amounts, principal maturities and redemption rights set forth therein. Following the sale of a series of the Series 2018 Bonds, the Designated University Representative shall provide a report to the Board, describing the final terms of such series of the Series 2018 Bonds approved pursuant to the authority delegated in this section.

The authority granted to the Designated University Representative by this Section shall remain in effect until June 1, 2018 for the Improvement Bonds and April 1, 2019 for the Refunding Bonds. If the sale for the Improvement Bonds has not been completed by June 1, 2018 and/or the sale for the Refunding Bonds has not been completed by April 1, 2019, the authorization for the issuance of such series of the Series 2018 Bonds shall be rescinded, and such series of the Series 2018 Bonds shall not be issued nor their sale approved unless such Series 2018 Bonds shall have been re-authorized by resolution of the University. The resolution re-authorizing the issuance and sale of such Series 2018 Bonds may be in the form of a new resolution repealing this resolution in whole or in part or may be in the form of an amendatory resolution establishing terms and conditions for the authority delegated under this Section.

The Designated University Representative or his/her designee are hereby authorized to review and approve on behalf of the University the preliminary and final Official Statements relative to each series of the Series 2018 Bonds with such additions and changes as may be deemed necessary or advisable to them. The Designated University Representative is hereby further authorized to deem final the Preliminary Official Statement for the Series 2018 Bonds for purposes of compliance with the Rule.

Upon the adoption of this Series Resolution, the proper officials of the University including the Designated University Representative, are authorized and directed to undertake all other actions necessary for the prompt sale, execution and delivery of the Series 2018 Bonds and further to execute all closing certificates and documents required to effect the closing and delivery of the Series 2018 Bonds in accordance with the terms of the Official Notice of Sale, Approved Bid and/or Bond Purchase Contract. In furtherance of the foregoing, the Designated University Representative is authorized to approve and enter into agreements for the payment of costs of issuance, including Underwriter's discount, the fees and expenses specified in the Purchase Contract, including fees and expenses of Underwriter and other retained services, including Bond Counsel, rating agencies, fiscal agency, and other expenses customarily incurred in connection with issuance and sale of bonds. The disbursement of Bond proceeds to pay certain costs of issuance shall be made by the Escrow Agent under the terms set forth in the Costs of Issuance Agreement.

Section 17. Undertaking to Provide Ongoing Disclosure. The Designated University Representative is authorized to, in his/her discretion, execute and deliver a certificate regarding continuing disclosure in order to assist the Underwriter in complying with Section (b)(5) of the Rule.

Section 18. Bond Insurance; Surety Bond.

(a) *Bond Insurance.* The payments of the principal of and interest on a series of the Series 2018 Bonds may be insured by the issuance of the Bond Insurance Policy. The Designated University Representative, with the assistance of the University's financial advisor, is hereby further authorized to solicit proposals from municipal bond insurance companies for the issuance of a Bond Insurance Policy. In the event that the Designated University

Representative receives multiple proposals, the Designated University Representative may select the proposal having the lowest cost and resulting in an overall lower interest cost with respect to the Series 2018 Bonds. The Designated University Representative may execute a commitment received from the Insurer selected by the Designated University Representative. The Board further authorizes and directs all proper officers, agents, attorneys and employees of the University to cooperate with the Insurer in preparing such additional agreements, certificates, and other documentation on behalf of the University as shall be necessary or advisable in providing for the Bond Insurance Policy. To the extent that a series of the Series 2018 Bonds are insured by a Bond Insurance Policy, the Insurer of each maturity of the Series 2018 Bonds so insured shall be deemed to be the Registered Owner of such Series 2018 Bonds for all purposes, including consent, under this Series Resolution and the Master Resolution.

(b) *Surety Bond.* The guaranteeing of certain payments into the Series 2018 Reserve Account may be secured by a surety bond (the “Surety Bond”). The Designated University Representative, with the assistance of the University’s financial advisor, is hereby further authorized to solicit proposals from municipal bond insurance companies for the issuance of a Surety Bond (the “Surety Bond Provider”). In the event that the Designated University Representative receives multiple proposals, the Designated University Representative may select the proposal having the lowest cost and resulting in an overall lower interest cost with respect to the Series 2018 Bonds. The Designated University Representative may execute a commitment received from the Surety Bond Provider selected by the Designated University Representative. The Board further authorizes and directs all proper officers, agents, attorneys and employees of the University to cooperate with the Surety Bond Provider in preparing such additional

agreements, certificates, and other documentation on behalf of the University as shall be necessary or advisable in providing for the Surety Bond.

Section 19. Severability. If any one or more of the covenants or agreements provided in this Series Resolution to be performed on the part of the University shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements in this Series Resolution and shall in no way affect the validity of the other provisions of this Series Resolution or of any Series 2018 Bonds.

Section 20. Effective Date. This Series Resolution shall be effective immediately upon its adoption.

ADOPTED AND APPROVED by the Board of Trustees of Western Washington University, at a regular meeting held this 13th day of October, 2017.

WESTERN WASHINGTON UNIVERSITY

Chair, Board of Trustees

ATTEST:

Secretary of the Board

EXHIBIT A

FORM OF ESCROW AGREEMENT

ESCROW DEPOSIT AGREEMENT

**WESTERN WASHINGTON UNIVERSITY
HOUSING AND DINING SYSTEM REVENUE REFUNDING BONDS, SERIES 2018[___]**

THIS ESCROW AGREEMENT, dated as of _____, 2018 (herein, together with any amendments or supplements hereto, called the “Agreement”) is entered into by and between Western Washington University (herein called the “University”) and _____, _____, _____ as escrow agent (herein, together with any successor in such capacity, called the “Escrow Agent”). The notice addresses of the University and the Escrow Agent are shown on Exhibit A attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, the University has issued and there presently remain outstanding the obligations described in Exhibit B (the “Refunded Bonds”); and

WHEREAS, pursuant to Resolution No. 2017-10, adopted on October 13, 2017 (the “Series Resolution”), the University has determined to issue its Western Washington University Housing and Dining System Revenue and Refunding Bonds, Series 2018[___] (the “Series 2018 Bonds”) a portion of which will be used to pay interest on certain of the Series 2018 Bonds, to pay and redeem certain bonds herein identified as the Refunded Bonds on their redemption date (herein defined as the “Call Date”); and

WHEREAS, the Escrow Agent has reviewed this Agreement, and is willing to serve as Escrow Agent; and.

WHEREAS, _____, _____, Certified Public Accountants, of _____, _____, have prepared a verification report which is dated _____, 20__ (the “Verification Report”) relating to the source and use of funds available to accomplish the refunding; and

WHEREAS, pursuant to the Series Resolution, the Refunded Bonds have been designated for redemption prior to their scheduled maturity dates and, after provision is made for such redemption, the Refunded Bonds will come due in such years, bear interest at such rates, and be payable at such times and in such amounts as are set forth in Exhibit C; and

WHEREAS, the Refunding Bonds have been duly authorized to be issued, sold, and delivered for the purpose of obtaining the funds required to provide for the payment of the amounts shown on Exhibit C; and

WHEREAS, the University desires that, concurrently with the delivery of the Refunding Bonds to the purchasers, the proceeds of the Refunding Bonds, together with certain other available funds of the University, shall be applied to purchase certain direct obligations of the United States of America hereinafter defined as the “Escrowed Securities” for deposit to the credit of the Escrow Fund and to establish a beginning cash balance (if needed) in the Escrow Fund; and

WHEREAS, to facilitate the receipt and transfer of proceeds of the Escrowed Securities, particularly those in book entry form, the University desires to establish the Escrow Fund at the principal corporate trust office of the Escrow Agent; and

WHEREAS, the Escrow Agent is a party to this Agreement to acknowledge its acceptance of the terms and provisions hereof;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, the sufficiency of which hereby are acknowledged, and to secure the full and timely payment of principal of and the interest on the Refunded Bonds, the University and the Escrow Agent mutually undertake, promise and agree for themselves and their respective representatives and successors, as follows:

Article 1.

Section 1.1. Definitions.

Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

Acquired Obligations means the Government Obligations acquired by the University under the terms of the resolution and this Escrow Agreement to effect the purposes of this Agreement.

Call Date means _____, 2019

Escrow Fund means the fund created by this Agreement to be established, held and administered by the Escrow Agent pursuant to the provisions of this Agreement.

Escrowed Securities means the noncallable Government Obligations described in Exhibit D, or cash or other noncallable obligations substituted therefor pursuant to Section 4.2 of this Agreement.

Government Obligations means direct, noncallable (a) United States Treasury Obligations, (b) United States Treasury Obligations — State and Local Government Series, (c) non-prepayable obligations which are unconditionally guaranteed as to full and timely payment of principal and interest by the United States of America or (d) REFCORP debt obligations unconditionally guaranteed by the United States.

Paying Agent means the fiscal agent of the State of Washington, as the paying agent for the Refunded Bonds.

Refunded Bonds means _____.

Refunding Bonds means the portion of the Series 2018 Bonds, as verified in the Verification Report, allocated to the payment of interest on the Refunding Bonds on and prior to the Call Date, the redemption price of the Refunded Bonds on the Call Date and allocated to pay certain costs of issuance.

Section 1.2. Other Definitions.

The terms “Agreement,” “University,” “Escrow Agent,” “Series Resolution,” and “Verification Report,” when they are used in this Agreement, shall have the meanings assigned to them in the preamble to this Agreement.

Section 1.3. Interpretations.

The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Refunded Bonds in accordance with applicable law.

Article 2. Deposit of Funds and Escrowed Securities

Section 2.1. Deposits in the Escrow Fund.

Concurrently with the sale and delivery of the Refunding Bonds the University shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Escrow Fund, the funds sufficient to purchase the Escrowed Securities described in Exhibit D, and the Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the University in writing.

Article 3. Creation and Operation of Escrow Fund

Section 3.1. Escrow Fund.

The Escrow Agent has created on its books a special trust fund and irrevocable escrow to be known as the Escrow Fund (the “Escrow Fund”). The Escrow Agent agrees that upon receipt it will deposit to the credit of the Escrow Fund the funds and the Escrowed Securities described in Exhibit D. Such deposit, all proceeds therefrom, and all cash balances on deposit therein (a) shall be the property of the Escrow Fund, and (b) shall be applied only in strict conformity with the terms and conditions of this Agreement, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.2. When the final transfers have been made for the payment of such principal of and interest on the Refunded Bonds, any balance then remaining in the Escrow Fund shall be transferred to the University, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.2. Payment of Principal and Interest.

The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent from the cash balances on deposit in the Escrow Fund, the amounts required to pay the interest on the Refunding Bonds on and prior to the Call Date and the redemption price of the Refunded Bonds on the Call Date in the amounts and at the times shown in Exhibit C.

Section 3.3. Sufficiency of Escrow Fund.

The University represents that, based upon the information provided in the Verification Report, the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent at the times and in the amounts required to pay the interest on the Refunding Bonds as such interest comes due on and prior to the Call Date and the redemption price of the Refunded Bonds on the Call Date, all as more fully set forth in Exhibit E. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Paying Agent to make the payments set forth in Section 3.2., the University shall timely deposit in the Escrow Fund, from any funds that are lawfully available therefor, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given promptly as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the University’s failure to make additional deposits.

Section 3.4. Trust Fund.

The Escrow Agent shall hold at all times the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund, wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets

of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund shall always be maintained by the Escrow Agent as trust funds for the benefit of the owners of the Refunding Bonds and the Refunded Bonds as their interests appear; and a special account shall at all times be maintained on the books of the Escrow Agent. The owners of the Refunded Bonds and the Refunding Bonds, as their interests appear, shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof, and all other assets of the Escrow Fund to which they are entitled. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the University, and the Escrow Agent shall have no right to title with respect thereto except as a trustee and Escrow Agent under the terms of this Agreement. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrants, drafts or checks drawn by the University or, except to the extent expressly herein provided, by the Paying Agent.

Article 4. Limitation on Investments

Section 4.1. Investments.

Except for the initial investment in the Escrowed Securities, and except as provided in Section 4.2, the Escrow Agent shall not have any power or duty to invest or reinvest any money held hereunder, or to make substitutions of the Escrowed Securities, or to sell, transfer, or otherwise dispose of the Escrowed Securities.

Section 4.2. Substitution of Securities.

At the written request of the University, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall utilize cash balances in the Escrow Fund, or sell, transfer, otherwise dispose of or request the redemption of the Escrowed Securities and apply the proceeds therefrom to purchase Government Obligations which do not permit the redemption thereof at the option of the obligor. Any such transaction may be effected by the Escrow Agent only if (a) the Escrow Agent shall have received a written verification from a firm of certified public accountants that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount sufficient to provide for the full and timely payments described in this Agreement; and (b) the Escrow Agent shall have received the unqualified written legal opinion of its bond counsel or tax counsel to the effect that such transaction will not cause any of the Refunding Bonds or Refunded Bonds to be an “arbitrage bond” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended.

Article 5. Application of Cash Balances

Section 5.1. In General.

Except as provided in Sections 2.1, 3.2 and 4.2, no withdrawals, transfers or reinvestment shall be made of cash balances in the Escrow Fund. Cash balances shall be held by the Escrow Agent in United States currency and shall not be reinvested by the Escrow Agent, except as directed or authorized herein.

Article 6. Redemption of Refunded Bonds

Section 6.1. Call for Redemption.

The University hereby irrevocably calls the Refunded Bonds for redemption on the Call Date, as shown in the Verification Report and on Appendix A attached hereto.

Section 6.2. Notice of Redemption/Notice of Defeasance.

The Escrow Agent agrees to give a notice of redemption of the Refunded Bonds pursuant to the terms of the Refunded Bonds and in substantially the forms attached as and as described in Appendices A and B to the Paying Agent for distribution as described therein. The notice of redemption shall be given in accordance with the ordinance or resolution authorizing the Refunded Bonds. The Escrow Agent hereby certifies that provision satisfactory and acceptable to the Escrow Agent has been made for the giving of notice of redemption of the Refunded Bonds.

Article 7. Records and Reports

Section 7.1. Records.

The Escrow Agent will keep books of record and account in which complete and accurate entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection during business hours and after reasonable notice.

Section 7.2. Reports.

While this Agreement remains in effect, the Escrow Agent annually shall prepare and send to the University a written report summarizing all transactions relating to the Escrow Fund during the preceding year, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund for payments on the Refunded Bonds or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

Article 8. Concerning the Paying Agent and Escrow Agent

Section 8.1. Representations.

The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 8.2. Limitation on Liability.

The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Refunded Bonds shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligors of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the University promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Refunding Bonds shall be taken as the statements of the University and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent.

The Escrow Agent is not a party to the proceedings authorizing the Refunding Bonds or the Refunded Bonds and is not responsible for nor bound by any of the provisions thereof (except to the extent that the Escrow Agent may be a place of payment and paying agent and/or a paying agent/registrars therefor). In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Agreement.

The Escrow Agent makes no representations as to the value, conditions or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the University thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

It is the intention of the parties that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its negligence or want of good faith.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the University with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the University or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the University at any time.

Section 8.3. Successor Escrow Agents.

If at any time the Escrow Agent or its legal successor or successors should become unable, through operation or law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the Western Washington University, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the University within 60 days, a successor may be appointed by the owners of a majority in principal amount of the Refunded Bonds then outstanding by an instrument or instruments in writing filed with the University, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the owner of any Refunded Bond may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be a corporation organized and doing business under the laws of the United States or any state, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$100,000,000 and subject to the supervision or examination by federal or state authority.

Any successor Escrow Agent shall execute, acknowledge and deliver to the University and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the University shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties.

The obligations assumed by the Escrow Agent pursuant to this Agreement may be transferred by the Escrow Agent to a successor Escrow Agent if (a) the requirements of this Section 8.4 are satisfied; (b) the successor Escrow Agent has assumed all the obligations of the Escrow Agent under this Agreement; and (c) all of the Escrowed Securities and money held by the Escrow Agent pursuant to this Agreement have been duly transferred to such successor Escrow Agent.

Article 9. Miscellaneous

Section 9.1. Notice.

Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed to the University or the Escrow Agent at the address shown on Exhibit A attached hereto. The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten days prior notice thereof.

Section 9.2. Termination of Responsibilities.

Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the University, the owners of the Refunded Bonds or to any other person or persons in connection with this Agreement.

Section 9.3. Binding Agreement.

This Agreement shall be binding upon the University and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the owners

of the Refunded Bonds, the University, the Escrow Agent and their respective successors and legal representatives.

Section 9.4. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 9.5. Washington Law Governs.

This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Washington.

Section 9.6. Time of the Essence.

Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 9.7. Notice to Moody's, Fitch and Standard & Poor's.

In the event that this agreement or any provision thereof is severed, amended or revoked, the State shall provide written notice of such severance, amendment or revocation to Moody's Investors Service at 7 World Trade Center at 250 Greenwich Street, New York, New York, 10007, Attention: Public Finance Rating Desk/ Refunded Bonds, Fitch Ratings at One State Street Plaza, New York, New York, 10004, Attention: Public Finance Rating Desk/Refunded Bonds and to Standard & Poor's Global Ratings, 55 Water Street, New York, New York 10041, Attention: Municipal Bond Department.

Section 9.8. Amendments.

This Agreement shall not be amended except to cure any ambiguity or formal defect or omission in this Agreement. No amendment shall be effective unless the same shall be in writing and signed by the parties thereto. No such amendment shall adversely affect the rights of the holders of the Refunded Bonds or the Refunding Bonds. No such amendment shall be made without first receiving written confirmation from the rating agencies, (if any) which have rated the Refunded Bonds or the Refunding Bonds that such amendment will not result in a withdrawal or reduction of its rating then assigned to the Refunded Bonds and the Refunding Bonds. If this Agreement is amended, prior written notice and copies of the proposed changes shall be given to the rating agencies which have rated the Refunded Bonds and the Refunding Bonds.

EXECUTED as of the date first written above.

WESTERN WASHINGTON UNIVERSITY

Title: _____

[ESCROW AGENT]

Title: _____

- Exhibit A — Addresses of the University and the Escrow Agent
- Exhibit B — Description of the Refunded Bonds
- Exhibit C — Schedule of Debt Service on Refunded Bonds
- Exhibit D — Description of Beginning Cash Deposit (if any) and Escrowed Securities
- Exhibit E — Escrow Fund Cash Flow
- Appendix A — Notice of Redemption
- Appendix B — Notice of Defeasance

EXHIBIT A
Addresses of the University and Escrow Agent

University: Western Washington University
516 High Street
Bellingham, Washington 98225
Attention: Vice President, Business and Financial Affairs

Escrow Agent: _____

Attention: Corporate Trust Services

EXHIBIT B
Description of the Refunded Bonds

Western Washington University
Housing and Dining System Revenue Bonds, Series 2009B
(Taxable - Build America Bonds)
(the “Refunded Bonds”)

Maturity Year (April 1)	Principal Amounts	Interest Rates
2024	\$ 2,385,000	6.670%
2034	9,090,000	7.400

EXHIBIT C
Schedule of Payments

<u>Date</u>	<u>Interest</u>	<u>Principal/ Redemption Price</u>	<u>Total</u>
[Month, Date, Year]	\$	\$	\$[Total Amount]
Total	<u>\$[Total Amount]</u>	<u>\$[Total Amount]</u>	<u>\$[Total Amount]</u>

EXHIBIT E
Escrow Fund Cash Flow

<u>Date</u>	<u>Escrow Requirement</u>	<u>Net Escrow Receipts</u>	<u>Excess Receipts</u>	<u>Cash Balance</u>
[Month, Date, Year]	\$	\$	\$	\$
	<u> </u> \$[Total Amount]	<u> </u> \$[Total Amount]	<u> </u>	

APPENDIX A
Notice of Redemption*
Western Washington University
Housing and Dining System Revenue Bonds, Series 2009B
(Taxable - Build America Bonds)

NOTICE IS HEREBY GIVEN that the Western Washington University (the “University”) has called for redemption on April 1, 2019, its then outstanding Housing and Dining System Revenue Bonds, Series 2009B (Taxable - Build America Bonds) (the “Bonds”).

The Bonds will be redeemed at a price of 100% of their principal amount, plus interest accrued to April 1, 2019. The redemption price of the Bonds is payable on presentation and surrender of the Bonds at the office of:

U.S. Bank National Association
Global Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107

Interest on all Bonds or portions thereof which are redeemed shall cease to accrue on April 1, 2019.

The following Bonds are being redeemed:

Maturity Years (April 1)	Principal Amounts	Interest Rates	CUSIP Nos.
2024	\$ 2,385,000	6.670%	959878LM9
2034	9,090,000	7.400	959878LN7

The University and Paying Agent shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Bond. They are included solely for the convenience of the holders.

By Order of Western Washington University

U.S. Bank National Association, as Paying Agent

Dated: _____.

Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003

* This notice shall be given not more than 60 nor less than 30 days prior to April 1, 2019 by first class mail to each registered owner of the Refunded Bonds. In addition notice shall be mailed at least 30 days prior to April 1, 2019 to The Depository Trust Company of New York, New York; Piper Jaffray & Co.; Moody’s Investors Service and Standard & Poor’s Global Ratings; and to the MSRB.

(the “Act”) unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your Bonds.

EXHIBIT B

C O S T S O F I S S U A N C E A G R E E M E N T

**WESTERN WASHINGTON UNIVERSITY
HOUSING AND DINING SYSTEM REVENUE REFUNDING BONDS, SERIES 2018[___]**

THIS COSTS OF ISSUANCE AGREEMENT, dated as of _____, 2018 (herein, together with any amendments or supplements hereto, called the “Agreement”), is entered into by and between the WESTERN WASHINGTON UNIVERSITY, (herein called the “University”) and _____ as Escrow Agent (herein, together with any successor in such capacity, called the “Escrow Agent”).

W I T N E S S E T H :

WHEREAS, pursuant to Resolution No. 2017-10 of the University, adopted on October 13, 2017 (the “Resolution”), the University has determined to issue its Housing and Dining System Revenue Refunding Bonds, Series 2018 (the “Series 2018[___] Bonds”); and

WHEREAS, simultaneously herewith, the University is entering into an Escrow Deposit Agreement, dated _____, 2018 under which the Escrow Agent will hold invested proceeds of the Series 2018[___] Bonds; and

WHEREAS, certain proceeds of the Series 2018[___] Bonds will be delivered to the Escrow Agent on the date of issuance of the Series 2018[___] Bonds that are required to be disbursed to pay costs of issuance of the Series 2018[___] Bonds; and

WHEREAS, the Escrow Agent has agreed, without additional compensation to disburse the Series 2018[___] Bond proceeds received to pay costs of issuance under the terms of this Agreement;

Section 1. Deposit in the Costs of Issuance Fund.

The Escrow Agent has created on its books a special trust fund and escrow fund to be known as the Costs of Issuance Fund. The Escrow Agent agrees that upon receipt it will deposit to the credit of the Costs of Issuance Fund Account the sum of \$_____ to pay those costs of issuance set forth on Exhibit A. Such deposit, all proceeds therefrom, and all cash balances on deposit therein shall be the property of the Costs of Issuance Fund to pay those costs of issuance set forth on Exhibit A upon receipt of invoices. If any of the \$_____ deposit allocated for costs of issuance for the Series 2018[___] Bonds remains unspent on _____, 20__, the Escrow Agent shall transfer such unspent amount to the University, and this Agreement shall be deemed fully performed and terminated.

Section 2 Investments.

The Escrow Agent shall not have any power or duty to invest or reinvest any money held hereunder.

Section 3 Limitation on Liability.

The liability of the Escrow Agent to transfer funds for the payment of the costs of issuance identified herein shall be limited to the proceeds of the Series 2018[___] Bonds delivered to the Escrow Agent.

Section 4 Compensation.

The University shall pay to the Escrow Agent fees for performing the services hereunder and under the Escrow Agreement for the expenses incurred or to be incurred by the Escrow Agent in the administration of this Agreement and the Escrow Agreement pursuant to the terms of the Fee Schedule attached as Exhibit B. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against funds held under the Escrow Agreement for any fees for its services, whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses as Escrow Agent or in any other capacity.

Section 5 Notice.

Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed to the University or the Escrow Agent at the address shown on Exhibit A to the Escrow Agreement.

Section 6 Washington Law Governs.

This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the state of Washington.

EXECUTED as of the date first written above.

WESTERN WASHINGTON UNIVERSITY

[ESCROW AGENT]

Authorized Signatory

Exhibit A - Costs of Issuance Schedule
Exhibit B - Fee Schedule

EXHIBIT A

Costs of Issuance:

Bond Counsel Fee (K&L Gates LLP).....
Escrow Agent Fee (.....).....
Escrow Verification (.....).....
Rating Agency Fee (.....).....
Total: \$

EXHIBIT B

FEE SCHEDULE

See Attached

Western Washington University
Proposed Issuance of up to \$49,480,000 of
Housing and Dining System Revenue Bonds, Series 2018

Overview of Master and Series Bond Resolutions

The University's Housing and Dining System incurs debt through issuance of revenue bonds, using a structure that includes a **Master Bond Resolution**, in which general terms, covenants and features for borrowing are set forth, including the ability to periodically issue "parity bonds" through a specific **Series Resolution**. So long as "parity conditions" contained in the Master Resolution are met, then additional bonds may be issued through a Series Resolution, which is supplemental to the Master Resolution

In 1997, the University adopted a Master Resolution (No. 97-9), which contains terms and covenants that apply to all bonds subsequently issued on behalf of the housing and dining system. All outstanding bonds of the housing and dining system have been issued under the terms of the 1997 Master Resolution.

As of September 1, 2017, the University has outstanding \$34,265,000 of Housing and Dining System Revenue and Refunding Bonds as shown below:

Series 1998 - \$ 5,430,000 Outstanding Principal
Series 2009B - \$12,180,000 Outstanding Principal
Series 2012 - \$ 5,255,000 Outstanding Principal
Series 2015 - \$11,400,000 Outstanding Principal

The proposed Series 2018 Bonds will be subject to the terms of the 1997 Master Resolution and the proposed Series Resolution to be presented to the Board for consideration at its regular meeting on October 13, 2017. The terms contained in the Master Resolution were previously established by the Board of Trustees and are currently in place. A copy of the Master Resolution is available upon request.

In addition to the Bond Covenants, the Housing and Dining System has internal Fiscal Guiding Principles which are more restrictive. The pro forma projections for the System ensure that fiscal plans are in place to meet these Principles.

Master Resolution

The following terms are included in the University's Master Resolution for Housing and Dining System bonds:

Additional Bonds Test: In order to issue the Series 2018 Bonds on an equal lien with the outstanding Bonds, the President of the University or his designee must prepare a certificate that demonstrates that Net Revenues at least equal to 1.25 times Average Annual Debt Service will be fulfilled.

Coverage Requirement/Rate Covenant: Net Revenues of the housing and dining system must be equal to or greater than 125% of Aggregate Annual Debt Service. Rates and charges must be set so that Net Revenues in each fiscal year must equal the greater of (i) 125% of the amounts required in such fiscal year to be paid as debt service on the Bonds and outstanding bonds, or (ii) amounts required to be deposited during the fiscal year from Net Revenues into bond funds and reserve funds for the bonds and into the Renewal and Replacement Fund.

Renewal and Replacement Fund: The University will make deposits into a Renewal and Replacement Fund sufficient to maintain a balance therein not less than five percent of the principal balance of the Bonds and outstanding bonds.

Priority of Use of Gross Revenues: (1) Payment of expenses of maintenance and operation of the System, (2) payments to debt service accounts, (3) payments to reserve accounts, (4) payments into junior lien debt service or reserve accounts, (5) payments into the Renewal and Replacement Fund, and (6) retirement of outstanding obligations, improvements to the System, or other lawful purposes.

Authorization of Series of Bonds: The University reserved authority to issue additional bonds secured by Net Revenue of the System, subject to compliance with specific conditions.

Other Specific Covenants:

- (a) to duly and punctually pay debt service and comply with covenants and provisions of each bond resolution;
- (b) to maintain the System in good repair, working order and condition;
- (c) if any portion of the System that contributes to revenue is sold or condemned, the net proceeds of such sale or condemnation will be applied to the System;
- (d) to maintain property insurance deemed necessary to protect the University and bondholders,
- (e) to maintain liability insurance deemed necessary to protect the University and bondholders;
- (f) to keep and maintain proper books and records of the System; and
- (g) maintain and collect Services and Activities Fees at least equal to \$32.00 per academic quarter for each full-time student and at least \$6.40 for each part time student.

Series Resolution

The following terms will be included in the Series Resolution for the Housing and Dining System Bonds, Series 2018:

The Project: The Resolution will describe the project to be funded with bond proceeds, which will include the Multicultural Center, Housing System Renovations, refinancing of the University's Series 2009B Bonds and payment of costs of issuance of the Bonds.

Delegation Provisions: The Series Resolution will provide for delegation of the following items to the President or the Vice President for Business and Financial Affairs.

Issue Size: The Series Resolution will include a maximum bond size of \$52,540,000. Items that will affect the issue size to be contained in the Bond Resolution are: (1) final review of actual costs for the construction projects (bids or guaranteed maximum price), (2) interest rates on the bonds, and therefore the amount of bonds that can be supported by the expected revenue available for the improvement purposes; (3) actual proceeds required to accomplish the refunding, based on market

conditions, and (4) actual underwriting discount or premium proposed by the underwriter at the time of bond sale.

The Series Resolution will provide that the issue size will be established by the Vice President for Business and Financial Affairs, up to a maximum amount to be set forth in the Series Resolution.

Maturity Schedule: When the issue size is determined, a maturity schedule will be developed so that the payments on the Bonds will be approximately equal each year. The bonds issued for improvements will have a final term of 25 years; the refunding portion will match the final term of the 2009B Bonds being refinanced.

Interest Rates: The Series Resolution will include a maximum interest cost (rate) for the Bonds. At this time, interest rates are estimated at 3.50%, although they are subject to market conditions between now and the date of sale. The maximum interest rate in the Series Resolution will be set at a rate that can be supported by the housing and dining system, based on the maximum bond size.

Redemption Provisions: At the time of bond sale both optional and mandatory redemption provisions will be developed. Generally, bonds are not subject to prepayment during the first ten years they are outstanding, then will be subject to prepayment at the option of the University on any date thereafter. Bonds may be subject to mandatory redemption if any bonds are designated as Term Bonds.

Bond Fund: The Series Resolution will establish a Series 2018 Bond Fund for payment of debt service on the Bonds.

Reserve Account: The Series Resolution delegates whether a series specific debt service reserve account will be funded. At this time, the University does not plan to fund a debt service reserve account for the Series 2018 Bonds, as no market benefit would be provided.

Continuing Disclosure Undertaking: The Series Resolution will set forth the University's commitment to provide annual information for the purposes of secondary market disclosure.

Bond-Related Disclosure and Documentation: The Series Resolution will delegate the authority to the President or his designee to prepare and approve an official statement, and "deem final" the preliminary official statement, and provide additional certificates and other documentation customary for the issuance of bonds.

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

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa on behalf of Provost Brent Carbajal

DATE: October 13, 2017

SUBJECT: **New Peer Institution List**

PURPOSE: Discussion Item

Purpose of Submittal:

In this interactive session, Provost Brent Carbajal, and Strategic Planning Co-Chairs, Paqui Paredes Mendez and Brian Burton will share an update of the universities strategic planning process, including a recommended new peer institution list.

Background:

On December 10, 2004, the Board of Trustees approved the current lists of peer institutions. At the start of our new strategic planning process, President Randhawa charged the strategic planning committee with, “establishing a new peer institution list that would help drive establishing stretch goals for the institution.”

Strategic Questions:

1. Comments on our approach to selection.
2. Comments regarding the recommended peer list.

Peer Institutions

Board of Trustees
October 13, 2017

Background

- Current Lists of Peer Institutions
 - Board of Trustees approved December 10, 2004
 - Global Challenge State Peers approved by OFM July 17, 2008
- [Link](#)
- Charge from President Randhawa
 - “Establish a new peer institution list that would help drive establishing stretch goals for the institution.”
 - In short, aspirational peers

Defining “Aspirational Peer”

- Peer
 - A school that is similar to Western in multiple measures and faces similar types of challenges
 - We decided this meant public master’s-granting universities
- Aspirational
 - Performs better than Western in several metrics
 - A level of performance that provides a challenging but achievable goal

Step One

- Criteria were chosen to help narrow the large list received from IR
 - Not-for-profit
 - Between 6,000-25,000 FTE students (WWU 14,529)
 - Student body 85% undergraduate or higher (WWU 93.9%)
 - Six-year graduation rate 60% or higher (WWU 71.3%)
 - Freshman class including 10% or more Pell Grant recipients (WWU 26%)
 - Student-to-faculty ratio of 12-25 to 1 (WWU 20.52)
 - TN/TT faculty as 65% or more of total FTE faculty (WWU 69.11%)
- Reduced number of schools dramatically
 - 17 schools left as potential peers out of more than 1,100

Potential Peer Schools

- Cal State Chico
- Cal Poly SLO
- Georgia College
- Salisbury (MD)
- Stockton (NJ)
- SUNY Brockport
- Appalachian State (NC)
- UNC Wilmington
- Bloomsburg (PA)
- Millersville (PA)
- Slippery Rock (PA)
- West Chester (PA)
- College of Charleston (SC)
- James Madison (VA)
- Wisconsin-Whitewater
- Wisconsin-Eau Claire
- Wisconsin-La Crosse

Step Two

- Criteria chosen in areas we felt Western wanted to improve
 - Five-year graduation rate (WWU 66.2%)
 - Freshman retention rate (WWU 82%)
 - Value of endowment assets (WWU \$72 million)
 - Scholarships/grants per student (WWU \$1,583)
 - Six-year graduation rate for minority students (WWU 65%)
 - Student-to-faculty ratio (WWU 20.52)
 - Student-to-staff ratio (WWU 14.0)
 - Percentage of international students (WWU 1.0%)

Step Two

- Criteria chosen in areas we felt Western wanted to improve (cont.)
 - Percentage of minority students (WWU 24.9%)
 - Gap between minority and overall graduation rate (WWU 6.3%)
 - Percentage of TN/TT faculty among all faculty (WWU 69.1%)
 - Percentage of students who study abroad (WWU 3.65%)
 - Percentage of faculty of color (WWU 12.9%)
 - Percentage of staff of color (WWU 14.6%)
 - Grants and contracts per faculty (WWU \$15,537)

Step Three

- Identifying aspirational peers
 - Those schools that:
 - Were performing better than Western on at least seven of the 15 criteria
 - Were performing better than Western in multiple ways (resources, inclusivity, student success, international)

Recommended Aspirational Peers

- Cal Poly San Luis Obispo
- Georgia College and State University
- Stockton University
- Appalachian State University
- University of North Carolina Wilmington
- College of Charleston
- James Madison University

Some Metrics

Metric	WWU	Peer Average	Peer Best
6-year graduation	71.3%	71.7%	75.8%
Freshman retention	82.0%	86.7%	93.0%
6-year minority graduation	65.0%	68.3%	80.1%
Gap in minority graduation	6.3%	3.4%	-0.6%
International student percentage	1.0%	1.4%	2.8%
Study abroad percentage	3.7%	5.3%	9.0%

Peer Institutions and Criteria

The Strategic Planning Committee is pleased to present for campus feedback its list of aspirational peer institutions and selection criteria. The attached document presents both the institutions, the criteria, and the reasoning behind both selections.

Part of the committee's charge was to develop a list of peer schools. The charge specified, however, that the committee "establish a new peer institution list that would help drive establishing stretch goals for the institution"—that is, a set of peers that help us see what we can become as a University, a better version of ourselves, better at what we do. This understanding has guided our work in developing the list we are presenting to the campus community.

"Peer" means many things. It can be defined very broadly, as with a jury member in a criminal or civil trial. It can be defined very narrowly, as a member of the British House of Lords. It can be defined in relation to one's work.

"Aspirational" also can mean different things. One might see it as meaning what it means literally, as what we want to become. It might be seen as connoting something desirable, even if it is unattainable except in dreams.

Definitions of "aspirational" and "peer" become important when considering a list of aspirational peers, because those definitions become constraints to the selection process. How narrowly do we define ourselves to determine who our peers might be? Do we want to have a list of institutions that reflects aspirations, even if we can't reach those heights, or do we want to achieve our aspirations?

In past peer lists, Western has defined these terms in specific ways. Peer does not encompass the entirety of institutions of higher education. Rather, it encompasses institutions that are in similar categories to us and face similar types of challenges.

In terms of aspiration, we thought in terms of challenging but achievable outcomes. As with any university, Western has constraints that make some achievements practically impossible. However, in important areas Western performs well but has the potential to perform better—as evidenced by schools operating with similar constraints that do perform better.

In this regard, we limited ourselves to public masters granting comprehensive schools, discarding universities that may have some commonalities with us and that may present some ideas in terms of aspirations, but whose nature implies that they would be facing challenges and opportunities different than our own. Because of this, institutions such as University of Washington or College of William and Mary, two places that were mentioned on several occasions as possible peers when we requested feedback from the campus community, were not considered when building our list. Both of them are public research universities, as opposed to public masters comprehensive schools such as ourselves. The difference in the nature of those institutions with respect to ourselves made them, in our view, inappropriate as peers.

Taking those perspectives together, we decided that Western's aspirational peer list should be such that if we reach our aspirations, we will be at or near the top of that list in areas we believe are important. To populate that list, we took a three-step approach. The first was to identify criteria that would be helpful in narrowing a large group of institutions to a manageable size. The second was to identify criteria with which to measure ourselves against that smaller group of institutions to see where we are performing well and where we have room to improve, relatively speaking. The third was, using the comparisons, to identify those schools that perform at a higher level than Western in many important criteria. This final step would yield our list of aspirational peers.

Step One

Our first work was to decide on criteria, and limits within those criteria, that would help us narrow a list of more than 1,162 schools provided to us by Institutional Research to a manageable number. This list included Baccalaureate schools with an arts and sciences focus, masters universities of all sizes, and doctoral institutions not at the highest level of research activity, all in the United States. The chosen criteria were:

1. Not-for-profit institutions only;
2. Carnegie Masters Universities, medium and larger programs (Western: Masters larger)
3. Between 6,000 and 25,000 FTE students (Western 14,529)
4. Student body 85 percent undergraduate or higher (Western 93.9%)
5. Six-year graduation rate of 60 percent or higher (Western 71.3%)
6. Freshman class including 10 percent or more Pell Grant recipients (Western 26%)
7. Student-to-faculty ratio of between 12 and 25 to 1 (Western 20.52)
8. Tenured/tenure-track faculty as 65% or more of total FTE faculty (Western 69.11%)

We felt these criteria reflected basic facts about Western's students and faculty. In applying them, somewhat to our surprise, we reduced the number of schools to 17. These schools, listed alphabetically by state, were:

California State University-Chico	CA
Cal Poly San Luis Obispo	CA
Georgia College and State University	GA
Salisbury University	MD
Stockton University	NJ
SUNY College at Brockport	NY
Appalachian State University	NC
University of North Carolina Wilmington	NC
Bloomsburg University of Pennsylvania	PA
Millersville University of Pennsylvania	PA
Slippery Rock University of Pennsylvania	PA
West Chester University of Pennsylvania	PA
College of Charleston	SC
James Madison University	VA
University of Wisconsin-Whitewater	WI

University of Wisconsin-Eau Claire	WI
University of Wisconsin-La Crosse	WI

Step Two

Our next task was to select criteria that we believed touched on important areas where Western could improve. We worked from IPEDS data but considered other criteria as well and attempted to gather data in those areas. This list included the following criteria (again, Western data from 2014-15):

1. Five-year graduation rate; used as Western's six-year graduation rate was higher than that of all but three institutions (Western: 66.20%)
2. Freshman retention rate (Western: 82.00%)
3. Value of endowment assets at the end of the fiscal year (Western; \$72 million)
4. Institutional grants-in-aid from all sources per FTE student (not including federal or state funds; Western: \$1,582.99)
5. Six-year graduation rate for minority students; used because only available graduation rate for minority students (Western: 65.00%)
6. Student-to-faculty ratio (Western: 20.52)
7. Student-to-staff ratio (Western: 14.00)
8. Percentage of international students (Western: 1.00%)
9. Percentage of minority students (Western: 24.90%)
10. Gap between minority and overall six-year graduation rates (Western: 6.30%)
11. Percentage of tenured/tenure-track faculty among all faculty (FTEF; Western: 69.11%)
12. Percentage of students who study abroad (Western: 3.65%)
13. Percentage of faculty of color (Western: 12.90%)
14. Percentage of staff of color (Western: 14.60%)
15. Total operating grants and contracts per FTE faculty (Western: \$15,537)

These criteria were chosen because they reflect important goal areas for Western: recruitment, retention, and graduation of a diverse student body, commitment to tenure-track faculty, internationalization, student support, and resources more generally. The number of schools whose performance could be considered "better" than that of Western varied by criterion from two (percentage of minority students) to 17 (student-to-faculty ratio). The attached table shows all schools in the list, plus Washington public institutions (including the University of Washington's Bothell and Tacoma campuses where data are available).

Step Three

Once criteria were selected and data gathered, the final step was to determine the list of aspirational peers. We decided that truly aspirational peers would be those schools that were performing at a higher level than Western broadly across the criteria. Accordingly, we used a combination of techniques. First, we looked at each school and the number of criteria on which they were performing at a higher level than Western. Then we scanned the data for those institutions to be sure the criteria were spread

broadly and not just in one area, such as faculty. The preliminary list of aspirational peers we developed using this process is (again alphabetically by state):

Cal Poly San Luis Obispo	CA
Georgia College and State University	GA
Stockton University	NJ
Appalachian State University	NC
University of North Carolina Wilmington	NC
College of Charleston	SC
James Madison University	VA

Some observations may be in order. For example, only two of these schools had a higher percentage of minority students than Western in 2014-15; however, all but one school graduated their minority students at a rate closer to their overall rate than did Western. All the schools one had a lower student-to-faculty ratio than Western, and all but one also had a lower student-to-staff ratio. Three schools had a higher percentage of tenured/tenure-track faculty than did Western. Four schools had a higher endowment value than did Western, but only two had more institutional grant dollars per student than did Western. Six schools had a higher freshman retention rate, and five had a higher five-year graduation rate. Four had a higher percentage of faculty of color, while five had a higher percentage of staff of color.

In criteria where Western compares well with the aspirational peers, it does not always compare well to Washington schools. To cite two examples; Western's percentage of minority students and institutional grants per student both are lower than any other Washington school. However, Western's five-year graduation rate, freshman retention rate, and six-year minority student graduation rate are higher than any Washington school except the University of Washington, and Western's tenured/tenure-track percentage is higher than any other Washington school.

Western Washington University

WWU Board-approved Peer List and Global Challenge States Peer List

Western Washington University Board Approved Peer List December 10, 2004

1	California Polytechnic--San Luis Obispo	CA
2	California State University-Chico	CA
3	Humboldt State University	CA
4	Sonoma State University	CA
5	Univ. of Colorado - Colorado Springs	CO
6	Univ. of Northern Iowa	IA
7	Eastern Illinois University	IL
8	Washburn University of Topeka	KS
9	Murray State University	KY
10	Salisbury University	MD
11	Towson University	MD
12	Truman State University	MO
13	Appalachian State University	NC
14	Univ. of North Carolina--Charlotte	NC
15	Univ. of North Carolina--Wilmington	NC
16	Rowan University	NJ
17	The College of New Jersey	NJ
18	SUNY College of Arts & Sci.--Geneseo	NY
19	Millersville U. of Pennsylvania	PA
20	College of Charleston	SC
21	Winthrop University	SC
22	James Madison University	VA
23	Univ. of Wisconsin--Eau Claire	WI
24	Univ. of Wisconsin--La Crosse	WI
25	Univ. of Wisconsin--Stevens Point	WI

Western Washington University Global Challenge States Peer List OFM Approved July 17, 2008

1	California Polytechnic--San Luis Obispo	CA
2	California State University-Chico	CA
3	California Polytechnic-Pomona	CA
4	Southern Connecticut State University	CT
5	Central Connecticut State University	CT
6	Towson University	MD
7	Montclair State University	NJ
8	William Paterson University of New Jersey	NJ
9	Rowan University	NJ
10	James Madison University	VA
11	Radford University	VA

red = appears on both lists

Institution Name	State	Total FTE Student (FTES)	instr_faculty_fte	staff_fte	6yr freshman grad rate	% full-time freshman PELL grant recipients	5yr freshman grad rate	% UG from headcount	% FT freshman retention	Value of endowment assets at the end of the fiscal year (\$ million)	Institutional grants-in-aid from all sources per FTES	6-year graduation rate for minority students	student-to-faculty ratio	student-to-staff ratio	Percentage of international students	% of minority students	GAP in Minority 6-Yr Grad Rate	Ratio of TN/TT FTE to All FTEF	Pct Study Abroad	Percentage of faculty of color	Percentage of staff of color	Total Operating Grants and Contracts per FTE Faculty	Number of criteria on which school performs better than WWU
California Polytechnic State University-San Luis Obispo	CA	20,361	951	1,262	75.80%	13.00%	71.9%	95.7%	93.00%	199	\$1,424.32	71.5%	21.40	16.13	2.30%	35.60%	4.30%	67.83%	3.84%	14.20%	28.00%	\$ -	10
Georgia College and State University	GA	6,276	363	462	60.40%	17.00%	57.50%	87.60%	86.00%	35	\$273.43	57.60%	17.30	13.58	1.40%	16.80%	2.80%	73.96%	4.41%	13.90%	28.10%	\$ 2,139	9
Stockton University	NJ	8,080	411	735	73.00%	31.00%	68.70%	90.00%	87.00%	28	\$1,614.51	65.50%	19.64	11.00	0.30%	25.50%	7.50%	73.91%	1.41%	17.10%	25.10%	\$ 12,156	10
Appalachian State University	NC	16,878	1,059	1,482	70.90%	25.00%	67.70%	90.80%	86.00%	102	\$1,244.23	64.80%	15.94	11.39	0.90%	12.80%	6.20%	67.34%	5.75%	5.20%	3.20%	\$ 1,230	7
University of North Carolina Wilmington	NC	13,309	732	1,124	71.20%	24.00%	68.90%	88.70%	85.00%	88	\$1,277.35	71.80%	18.18	11.84	0.60%	18.00%	-0.60%	68.59%	6.74%	14.30%	21.00%	\$ 9,563	10
College of Charleston	SC	10,513	670	908	67.80%	20.00%	66.00%	90.80%	79.00%	72	\$1,807.35	66.50%	15.68	11.57	1.40%	18.00%	1.30%	69.35%	9.02%	11.50%	30.10%	\$ 14,918	9
James Madison University	VA	20,194	1,143	1,719	82.60%	15.00%	80.80%	91.40%	91.00%	82	\$693.26	80.10%	17.67	11.75	2.80%	18.20%	2.50%	67.89%	5.75%	10.20%	7.50%	\$ 14,877	9
Average		13,659	761	1,099	71.67%	20.71%	68.79%	90.71%	86.71%	87	\$1,191	68.26%	17.97	12.47	1.39%	20.70%	3.43%	69.84%	5.27%	12.34%	20.43%	\$ 7,840	9.14
Western Washington University	WA	14,529	708	1,038	71.30%	26.00%	66.20%	93.90%	82.00%	72	\$1,582.99	65.00%	20.52	14.00	1.00%	24.90%	6.30%	69.11%	3.65%	12.90%	14.60%	\$ 15,537	
Number of schools performing better than WWU							5		6	4	2	5	6	6	4	2	6	3	6	4	5	0	

This list includes variables that were used in either the initial screening or the final selection of aspirational peers. For the latter group of variables, the red-shaded cells mean the university in question had a higher level of performance in 2014-15 than did Western. For example, in the 5-year freshman graduation rate column, James Madison was at a higher level than Western, while Georgia College was at a lower level than Western.

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

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa on behalf Provost Brent Carbajal

DATE: October 13, 2017

SUBJECT: **International Students Initiative**

PURPOSE: Discussion Item

Purpose of Submittal:

In this information session, Provost Carbajal will provide an overview of an initiative designed to help WWU not only increase its international student enrollment, but also to broadly benefit the student experience we foster. The benefits of this public-private partnership are far reaching and impactful. A general summary of what “pathway programs” are, as well as specifics about a uniquely Western implementation of such a program, will illustrate planned programming and opportunities for campus.

Background:

Western has long articulated support for “internationalization” as a dearly held value and priority for campus. Implementation of this priority has taken many forms over the years, but one area that has simply not seen a lot of advancement has been international student enrollment. Beginning in AY2015-16, Western began exploring options for partnerships that might assist the university in realizing more of its internationalization goals, international enrollment being one of them. Currently, our international student enrollment stands at approximately 1%, abysmally low. Given current international and national political realities, a partnership with a pathways provider affords an excellent opportunity to move forward on an important priority.

Strategic Questions:

1. Are Trustees familiar with pathways programs and how they operate?
2. Are Trustees aware of all the ways that this type of initiative can benefit many aspects of the Western community and the education we provide?

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

TO: Members of the Board of Trustees
FROM: Earl Overstreet, Chair, Board Audit Committee
DATE: October 13, 2017
SUBJECT: **Board Audit Committee Report**
PURPOSE: Information Item

Purpose of Submittal:

Chair Overstreet will report to members of the Board of Trustees and the university president and his staff topics related to the Board Audit Committee.

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

TO: Members of the Board of Trustees
FROM: Chase Franklin, Chair, Board Governance Committee
DATE: October 13, 2017
SUBJECT: **Board Governance Committee Report**
PURPOSE: Information Item

Purpose of Submittal:

Chair Franklin will report to members of the Board of Trustees and the university president and his staff topics related to the Board Governance Committee.

WESTERN WASHINGTON UNIVERSITY ITEM SUBMITTED TO THE BOARD OF TRUSTEES

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa by Provost Brent Carbajal

DATE: October 13, 2017

SUBJECT: **Academic Affairs Report: Freshman Interest Groups (FIG) Update**

PURPOSE: Information Item

Purpose of Submittal:

Steven VanderStaay, Vice Provost for Undergraduate Education, is providing members of the Board of Trustees with the following update on the University's Freshman Interest Group (FIG) program.

Freshman Interest Groups (FIG) Update to the Board of Trustees, October, 2017

In our efforts to serve the state of Washington, we seek to help an increasingly diverse student body attain the high rates of graduation and achievement Western students are known for. To this end, we have implemented a variety of evidence-based instructional and curricular programs which we rigorously assess with an eye to continuous improvement.

Western's Freshman Interest Group (FIG) program is our largest and most established, evidence-based curricular intervention. Today we are pleased to report that analyses of the FIG program demonstrate continued and positive impacts upon achievement.

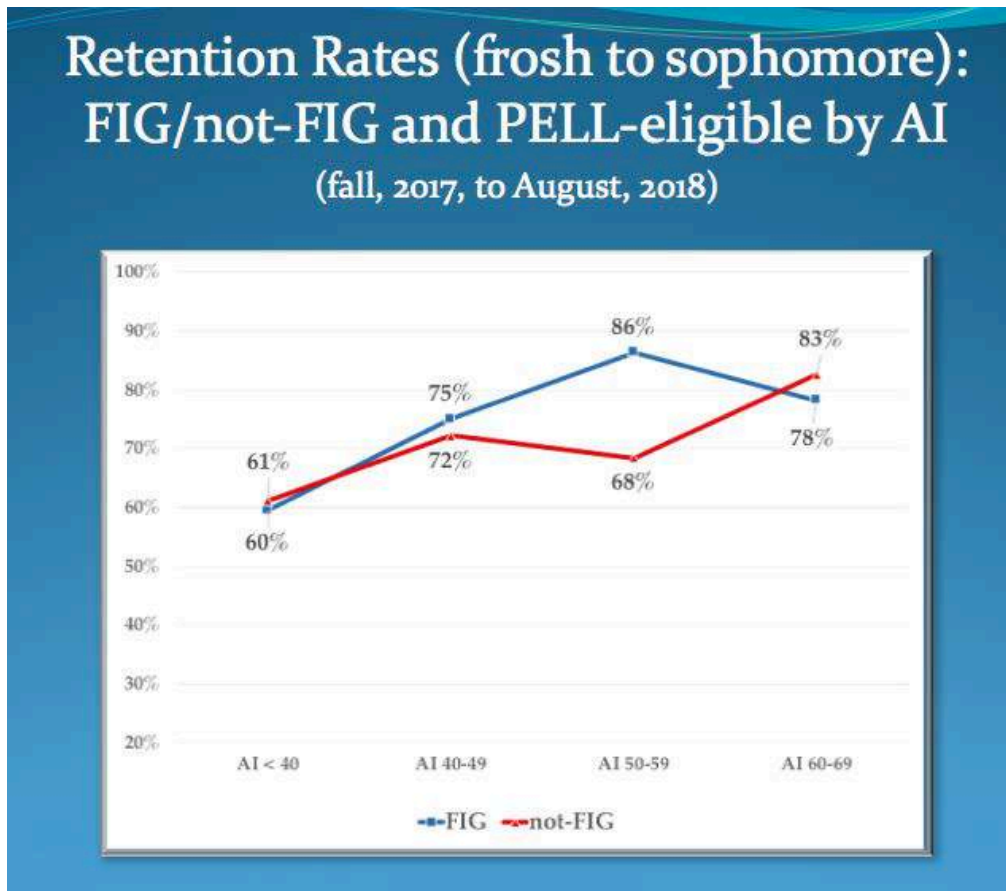
Western's FIG program provides recommended clusters of three thematically-connected courses that groups of 15-25 students take together as a cohort. The cluster includes two large general education courses and a small seminar. The seminar is academic in focus but also provides integrated, college-success activities and a small, discussion-based format in which the cluster theme or essential question can be explored.

For instance, our Global Citizenship FIG links "Introduction to International Studies" and "Human Geography" to a small seminar where students explore the question, "What can we do, and what must we know, to live responsibly in a global world?" Course content from the larger courses informs analysis of this question within the seminar.

In contrast to similar programs at the U of O and UW, Western's FIG seminars are academic in nature and conclude with a formal paper or presentation.

Following an evidence-based model, we have expanded FIGs so that more students can share in its benefits. Whereas 220 students participated in the program in 2009, more than 600 students are enrolled in FIG clusters this fall.

In our most recent analysis, we compared 1st—2nd year retention of low-income students who did and did not participate in the FIG program in their first year. As illustrated in the table below, FIG participation is positively correlated with an 18% increase in rates of retention for Pell-eligible students in the 50-59 band of academic preparation. This band of academic preparation includes students who entered Western with high school GPAs from about 3.0 to 3.7 and describes the “average” Western student.



We find this graph noteworthy for two reasons:

First, this graph confirms previous demonstrations that FIGs does not seem to help students in our lowest bands of academic preparation. While most Western students are in the average bands of preparation, we want to make sure FIGs serves all our students and will follow up on this finding with more analysis.

Second, this boost in retention is greater than that we have documented in past years and may suggest that the impact of FIGs on the retention and achievement of low-income students is becoming stronger. This finding is significant because Western has had a small but persistent graduation differential for Pell-grant eligible students. It is our hope that the positive impact of FIGs on 1st-2nd year retention may help to eliminate this differential for participating students.

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

TO: Members of the Board of Trustees
FROM: President Sabah Randhawa on behalf of Vice President Melynda Huskey
DATE: October 13, 2017
SUBJECT: **Admissions and Enrollment Summary**
PURPOSE: Information Item

Purpose of Submittal:

To provide a general enrollment update.

Fall Quarter 2017

Peak reporting of final enrollment figures will occur October 6. As of the date of this report, student enrollments continue to be in flux, but we offer the following projections that include students enrolled in state-supported and Extended Education programs:

- new freshman enrollment of approximately 3,100, compared to final enrollment of 2,888 last year (+212); as September 29:
 - 85% of enrolled freshman students are residents and 15% are nonresidents, compared to 84% residents and 16% nonresidents last year
 - 27% are students of color, compared to 25% last year
- new transfer enrollment of approximately 1,180, compared to final enrollment of 1,141 last year (+39)
- FTE remains approximately the same as last year at 13.76 credit hours per student
- total enrollment of approximately 15,882 compared to final enrollment of 15,574 last year (+308)

We attribute the healthy enrollment increase to the recruitment and retention efforts of staff and faculty throughout the University as well as strategic changes made within Admissions and Financial Aid to increase our competitiveness: implementing an early freshman admissions application deadline of November 1, changing the financial aid priority deadline to January 31, from February 1, and sending out freshman and transfer financial aid notifications in December instead of March.

Winter Quarter 2018

To better serve students seeking enrollment for Winter Quarter 2018, the application for admission was moved up by two weeks to September 15. Application numbers are strong compared to Winter 2017:

	Winter 18	Winter 17	Increase (#)	Increase (%)
First Year	82	65	17	26.2%
Transfer	663	474	189	39.9%

Fall 2018 and Beyond

Just as we are welcoming new students to campus, we are engaged in a number of activities to recruit future Vikings:

Student Search: through the purchasing of names from the College Board and ACT, we have been steadily communicating with high school seniors (2018) and juniors (2019) to pique their interest in exploring Western during their college search processes.

Start of Travel Season: following a summer season of hiring and training new admission counselors, our teams have hit the road to promote our institution, and encourage connections between our faculty, staff, and current students with future classes of Vikings.

Launch of Fall 2018 application cycle: capitalizing on the second year of our Early Action application cycle - deadline of November 1 - we recently launched the new admissions application for Fall 2018. We are noticing a gradual and intentional national trend to provide earlier admissions notifications and financial aid estimates.

Western Fall Welcome registration is live: *Western Fall Welcome*, October 21, is our premier fall open house program. We are pleased to have representation from all academic colleges this year, which should greatly enhance and elevate the experience and engagement. Early registration numbers are slightly ahead of last year's registrations at the same point in time.

Fall Family Weekend reservations are live: slated for October 20-22, this weekend is filled with wonderful activities for parents and family members to return to campus, connect on and off campus, and see Western and Bellingham through the eyes of their student. We anticipate about 1,000 participants. Events that highlight campus include sculpture tours, athletic events, planetarium shows, gallery exhibits, facilities tours, and academic presentations. Local comedian Ryan Stiles and the "Whose Live Anyway" comedy troupe is back again, and we anticipate another sell-out performance. This year an off-campus excursion to the local BelleWood Acres farm will include brunch and a tour. Some events require tickets to be purchased but many are free.

Official Fiscal Year 2014 Cohort Default Rates Announced by U.S. Department of Education

The Department of Education has announced the national average fiscal year 2014 cohort default rate stands at 11.5%.

We are pleased to report that Western's official fiscal year 2014 cohort rate is 2.5%, the lowest among the four-year public universities in Washington State and a reflection of our students' character and ability to obtain employment and meet their loan repayment obligations after graduation.



**Capital Program Report
Board of Trustees
October 13, 2017**

MAJOR / INTERMEDIATE CAPITAL PROJECTS

• **Carver Academic Renovation**

The Carver Academic Renovation project construction is complete. Furniture was delivered and installed in August and the majority of the departmental equipment has been installed. Move-in of occupants is complete. The project is fully occupied and operational. A Grand Re-Opening celebration is scheduled for October 13, 2017.

• **Multicultural Center**

The consultants recently met with project stakeholders to continue the discussion of interior design and identity. The consultant team has completed the Design Development phase and will now be proceeding with the Construction Documents phase. The Permit Set will be submitted in December, the final Bid Set will be in January, and Construction begins in February 2018. Dawson Construction, the project General Contractor/Construction Manager, continues to work with the design team and University to investigate the existing site and building, and offer constructability suggestions.

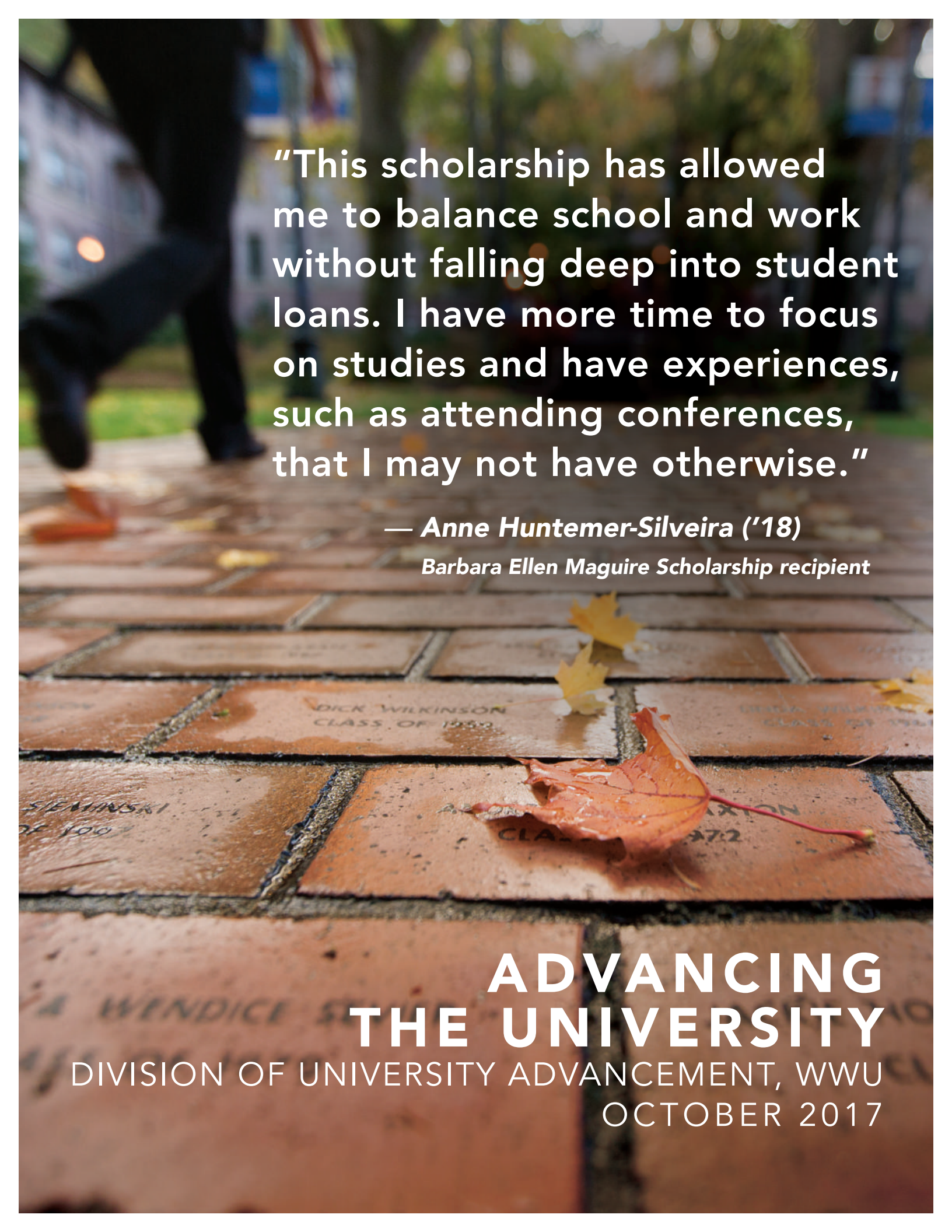
2018 SUPPLEMENTAL CAPITAL BUDGET REQUEST

As of this writing, the Legislature has not passed a 2017-19 capital budget with new appropriations. Per direction from the Office of Financial Management, Western submitted the 2018 Supplemental Capital Budget request assuming the capital budget (with new appropriations) will not pass. The Supplemental request, submitted in early October, consists of the following projects:

- Minor Works – Preservation (\$11.603 million)
- Sciences Building Addition and Renovation (\$7.243 million)
- 2017-19 Classroom and Lab Upgrades (\$6.65 million)
- Minor Works – Program (\$6.54 million)
- Access Control Security Upgrades (\$1.5 million)
- Disability Resources and Veteran Services at Wilson Library (\$2.7 million)
- Consolidated Academic Support Services Facility (\$9.95 million)
- Elevator Preservation Safety and ADA Upgrades (\$3.188 million)
- Waterfront Land Acquisition (\$4.5 million)
- Preventive Facility Maintenance & Repairs (\$3.614 million)

It is still unclear when, or if, the Legislature will pass the final compromise 2017-19 capital budget. Western is only authorized to continue on-going projects included in the 2015-17 capital budget, per the Legislature's passage of ESSB 5965 on June 30, 2017.

For more information about the major projects, the Capital Program, and the Capital Planning Process, visit the Office of Facilities Development and Capital Budget website:
<http://www.wvu.edu/wwuarchitect/>.

A photograph of a brick walkway with several fallen autumn leaves. In the background, a person is walking, slightly out of focus. The scene is outdoors, likely on a university campus.

“This scholarship has allowed me to balance school and work without falling deep into student loans. I have more time to focus on studies and have experiences, such as attending conferences, that I may not have otherwise.”

— Anne Huntemer-Silveira ('18)

Barbara Ellen Maguire Scholarship recipient

**ADVANCING
THE UNIVERSITY**

DIVISION OF UNIVERSITY ADVANCEMENT, WWU
OCTOBER 2017

ADVANCEMENT UPDATE

JULY 1ST THROUGH AUGUST 31ST

WWU ALUMNI ASSOCIATION NOTES

TOTAL ATTENDANCE **672**



PAINT B'HAM
BLUE VIP LUNCH
ON TOP OF THE
HERALD

56



GRADUATION
CELEBRATION -
SUMMER 2017

150



GYBO BBQ
(40 PERCENT
ATTENDANCE INCREASE
OVER LAST YEAR)

456

OF THE **185** PEOPLE
WHO PURCHASED A MEMBERSHIP,
40 (22%) MADE AN ADDITIONAL GIFT
AT THE SAME TIME FOR A TOTAL OF

\$345



WWU FOUNDATION NOTES

TOTAL
DONORS

785

TOTAL
DOLLARS

\$611,527

GROWING AWARENESS

FROM JULY 1ST THROUGH AUGUST 31ST

CHECK OUT OUR NEW WEBSITES

For the past few months, the marketing and communications team in Advancement has been busy redeveloping the Alumni and Foundation websites on WWU's Drupal platform. The design team created wireframes and developed concepts, working closely with WWU's WebTech team to create the first phase of the redevelopment. The new user-friendly sites will boost engagement giving and improve statistical analysis, in addition to bringing University Advancement's website presence onto Western's domain.

SEATTLE TIMES AD CAMPAIGN STRATEGY

University Advancement Marketing and Communications is partnering with other marketing departments across campus to collaborate on a series of native articles in the Seattle Times. The goal is to create shareable content that not only raises awareness about our programs, drives readers to our membership and fundraising pages, and raises our profile among competing institutions, but also demonstrates how Western is addressing societal needs like overcoming barriers to education and the increased need for inclusion in education. Extended Education created the first article "Degree programs adapt to put education more within reach," which details the ways in which Western is geographically accessible to students beyond the Bellingham campus. Our next article, also from Extended Education, will focus on cybersecurity. We will publish an article a month with ads flanking the article that will drive readers to join the WWU Alumni Association and donate to Western.



ENGAGEMENT

EVENTS FROM JULY 17TH THROUGH SEPTEMBER 17TH

VIKINGS TAKE OVER FORTSIDE BREWERY IN PORTLAND



Participants enjoy a tour of Fortside Brewing Company.

WWU alumnus Mike DiFabio ('99) opened the doors of his new brewery, Fortside Brewing Company, to 45 alumni and their friends from the Portland-Vancouver area on July 31. Recent alumni sought out career advice and opportunities, and seasoned Vikings were there to offer internships and wisdom. The takeover included alumni from classes ranging from 1969 to 2016. Mike generously supplied his brew and gave a behind-the-scenes brewery tour.

PRESIDENT'S SOCIETY BBQ



President Sabah Randhawa and wife, Uzma, welcome guests at the President's Salmon BBQ.

On August 9 and August 15, President Sabah Randhawa and his wife, Uzma, entertained Western's friends and supporters in the 1893 Society, the Old Main Society, and the President's Society with salmon barbecues in Lynden and Seattle. They greeted 326 guests (a record crowd) at the Bachman Manor in Lynden. Built by Randy Bachman of the band Bachman Turner Overdrive, the manor was a graceful backdrop for the event. The second barbecue was on Wednesday, August 15 at the Olympic Sculpture Park in Seattle and had 123 in attendance.

A DECADE OF GYBO BBQ PRIDE

Alumni, guests, faculty, staff, students, and Victor Viking gathered on Old Main Lawn for the 10th Annual GYBO BBQ on September 13. With 452 in attendance, Baby Cakes had a good audience for their groovy tunes—students particularly had a blast dancing! Swag for the event included some designer Viking socks and Viking mason jars—perfect for those Woods Coffee cold brew! Speaking of Woods, owner and founder Wes Herman presented Western with a \$3,000 check from proceeds of Viking Blend coffee sales. WWU Alumni Association Executive Director Deborah DeWees welcomed guests and introduced President Randhawa who visited with faculty and staff through the event.

LEGACY LUNCH BUNCH

On September 13, while attendees were shakin' it to Baby Cakes at the Get Your Blue On BBQ, 73 retired faculty and staff celebrated their long, happy careers at Western. They began their festivities with a tour of the newly renovated Carver, and then joined the GYBO BBQ for lunch.



ENGAGEMENT

EVENTS FROM JULY 17TH THROUGH SEPTEMBER 17TH

WWU ALUMNI ASSOCIATION MAKES GLOBAL CONNECTIONS



Mark Staton talking with an prospective international student.

On August 24, International Recruitment Partner Relations Director Jiasong Yuen and MBA program director Mark Staton embarked on a six-city tour of North Asia promoting Western's Intensive English pre-MBA program and accelerated MBA programs. With our global connections and strong commitment to outreach, the WWU Alumni Association connected Jiasong and Mark with alumni Yasmina Yang ('16), Hideyasu Tanaka ('84) and Brinton Scott ('90). Hideyasu, a director at investment firm Namura Babcock & Brown, attended the Tokyo MBA fair. Brinton, a corporate attorney at Winston & Strawn joined the tour in Shanghai, where he is based. Both alumni were valuable resources to prospective students and served as excellent representation of our campus programs.



Alumna Yasmina Yang with Jiasong Yuen, and Mark Staton, both of WWU.

“We made a really good connection (thanks to the Alumni office) with a WWU alumnus, a lawyer who has lived in Shanghai for 22 years and has many business contacts in Shanghai and other cities in China. He’s a merger and acquisition lawyer so knows a lot about the ins and outs of business in China.”

–Jiasong Yuen

STAFF SECTION



Julia Gassman, Program Support Supervisor 2

Julia started at WWU in 1996 and served 18 years with public safety and 11 years as the parking manager

for Parking Services. Julia started working for University Advancement in July. She is support staff for the Alumni Association, the Alumni Association Board, and the Executive Director of the Alumni Association.



Izaac Post, Graphic Designer

Izaac is a Western Design alumnus who graduated in 2014. As a student, Izaac worked for the Associated Students, Viking Union, ATUS, and

Residence Life. He will support creative design projects until the permanent graphic design position is filled.

WHY WE DO WHAT WE DO...

IMPACT STORIES

BRAIN TRUST: THE VEITH FAMILY, BEHAVIORAL NEUROSCIENCE, AND THE BARBARA ELLEN MAGUIRE SCHOLARSHIP



Anne Huntemer-Silveira

SCHOLARSHIP RECIPIENT ANNE HUNTEMER-SILVEIRA ('18)

Barbara Ellen Maguire Scholarship recipient Anne Huntemer-Silveira ('18) is a current Behavioral Neuroscience major who works with Dr. McNeel Jantzen to study musicians and non-musicians on their language perception.

She received the scholarship, which was established by the Veith family, to support her tuition for 2016-2017. Anne also attended the Organization for Brain Mapping Conference in Vancouver, B.C. in 2017 along with other members of Dr. Jantzen's lab.

THE VEITH FAMILY



Dr. Richard Veith ('69), his son David, and Dr. Robert Veith ('70) at Son La Provincial Hospital in Vietnam.

In 2015, Dr. Richard Veith ('69) and his brothers Dr. Robert Veith ('70) and David Veith ('83) established the Barbara Ellen Maguire Scholarship at WWU in honor of their mother to support students who are working in research, summer programs, and internships in behavioral science or health science. The scholarship alternates annually between the College of Science and Engineering and the College of Humanities and Social Sciences.

SCHOLARSHIP RECIPIENT MADDY JALBERT ('16)



Maddy Jalbert ('16)

As an undergraduate, Maddy had worked in the Applied Cognition Lab with Dr. Ira Hyman, with whom she still collaborates on research projects. She won the Barbara Ellen Maguire scholarship in 2015-2016 and used the funding to work for a summer with Dr. Jeff Carroll studying the effect of accumulated iron in the brain. She is currently in her second year of University of Southern California Social Psychology PhD program. Her current research is in how people perceive truth, and how to fight the spread of misinformation. She says of receiving the Barbara Ellen Maguire scholarship, "To this day, I feel very fortunate receiving the Barbara Ellen Maguire scholarship. It provided me an opportunity to work in a neuroscience lab that I would not have had otherwise, and really helped me clarify what type of work I wanted to pursue post-graduation. I believe more students should have opportunities like this—it was wonderful learning experience and definitely helped me get to where I am today."

WHY WE DO WHAT WE DO...

SCHOLARSHIPS, ENDOWMENTS, AND GIFTS-IN-KIND

DONORS SUPPORT SAFETY AND SUCCESS FOR UNDOCUMENTED STUDENTS

On September 5, President Trump and Attorney General Jeff Sessions announced plans to end Deferred Action for Childhood Arrivals, or DACA. In response, Western Washington University President Sabah Randhawa issued a statement of support for undocumented students: "The uncertainty and anxiety created by this announcement today, and over the next six months, is extremely difficult for our undocumented students and their families. Please know that Western is committed to your safety and success." Inspired by the headlines and President Randhawa's message, the Western community responded. The VikingFunder page established to support undocumented students went viral on social media, garnering gifts totaling nearly \$7,500. The page is available here: vikingfunder.com/undocumented.

PROFESSOR INSPIRES ANONYMOUS ALUMNUS TO SUPPORT WOMEN IN TECH

After the successful completion of an internship, a June 2017 Computer Science graduate recently landed a permanent position in the Seattle tech industry. The donor then made a \$10,000 commitment to the Western Fund—a \$2,000 annual scholarship for Women in Computing for at least the next five years. Professor Brian Hutchinson inspired him by encouraging the donor and his fellow undergraduates to consider the importance of giving back to Western after graduation. In his brief time in the tech industry, the alumnus has already witnessed the need for more women in the sector. Thanks to his generous partnership with Western, we are one step closer to that goal.

DR. COLLIER ESTABLISHES EDUCATION AWARD

Dr. Catherine Collier dedicated her working life to the education and training of educators in the Native American, indigenous, and Latino communities in Alaska and Colorado. She has focused on bilingual preschool, elementary, and special education for

Native American and indigenous students. She served as director of the national professional development Curriculum Integration for Responsive, Crosscultural, Language Education (CIRCLE) project at Western. In the spirit of her career, she has established the **Raven Spirit Award** at WWU, which will support Native American or indigenous students applying to, or enrolled in, the Woodring College of Education. The ideal award recipient would be not only of the indigenous community, but also wishing to give back to their community upon receiving a degree, certificate, or license in their field.

BOEING INVESTS IN CYBER RANGE



WWU Alumnus Kendall Nolan ('90), 737 Director of Quality at Boeing, played a pivotal role in Boeing's \$250,000 in-kind donation of servers to WWU's Computer Information System Security program. Students will use servers to practice defense against cyber warfare and to develop cyber technology. With Kendall's focus on Western, Boeing supports us with internships, scholarships, equipment donations, and help in curriculum development.

UPCOMING EVENTS

OCTOBER – DECEMBER 2017

- OCTOBER 3** Athletics Scholarship Dinner, Bellingham
- OCTOBER 6** WWU Debate's 70th Anniversary Celebration and Reunion, Seattle
- OCTOBER 6** Art Walk, Western City Center, Bellingham
- OCTOBER 6-7** Fairhaven College Reunion, Bellingham
- OCTOBER 13** Carver Grand Opening Celebration, Campus
- OCTOBER 15** WWU Fanwagon to Sounders & Pregame Bash, Seattle
- OCTOBER 17** Compass 2 Campus Tour Day, Bellingham
- OCTOBER 20** WWU Palliative Care Institute's Death for Dinner, Bellingham
- OCTOBER 21** WWU Alumni @ Women's Soccer vs. CWU, WWU Campus
- NOVEMBER 1** Alumni Celebration at WWU Everett University Center, Everett
- NOVEMBER 8** Western Leadership Forum, Bellingham
- NOVEMBER 14** Alumni Celebration at SEA Discovery Center, Poulsbo, WA
- DECEMBER 1** Art Walk, Western City Center, Bellingham
- DECEMBER 2** ZooLights at Port Defiance Zoo, Tacoma



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To request this document in an alternate format, please contact Frances Badgett, Assistant Director of Advancement Marketing & Communications; 360.650.2190 (voice); frances.badgett@wwu.edu.

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

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa by Donna Gibbs, V.P. for University Relations and Marketing

DATE: October 13, 2017

SUBJECT: **University Relations and Marketing Report**

PURPOSE: Information Item

Purpose of Submittal:

A written report is provided on the recent activities of University Relations and Marketing.

Supporting Information:

Report Attached

**WESTERN WASHINGTON UNIVERSITY
OFFICE OF THE VICE PRESIDENT FOR UNIVERSITY RELATIONS AND
MARKETING**

Communications and Marketing

Our skilled professionals worked on a wide range of online, print, social media, video and graphic design communications and marketing, which included:

- The Seattle Times ran a story quoting WWU Vice Provost Steve VanderStaay as the primary source on [seven tips to help students graduate from college in four years](#); the story ran in media nationally. The Seattle Times also featured Woodring College's partnership with [Highline Public Schools to create new pathways to teacher certification](#); the [Governor's Office also highlighted the partnership](#). KING 5 TV featured [WWU students mapping flood risk in Stanwood](#), and the Bellingham Herald covered Western's [Paint B'ham Blue event](#). The Herald also featured [Oscar-winning Western alum TJ Martin when he won an Emmy](#).
- After testing and refinement over the summer, our office, in conjunction with colleagues in WebTech, unveiled the [new version of the Western Today website](#) to start the new school year, featuring improved visuals, better image handling and photo collections and better presentation of feature stories. The second wave of improvements will go live as they get completed this fall.
- **In marketing and social media**, our staff visited a number of offices and departments to assist with planning for the year, helping create marketing and social media plans and gathering content for Western's Hootsuite social media library. We also continue to look for opportunities to incorporate video and photos across our various platforms, such as this engaging video: [Year in Review: 2016-17](#), which we pushed out at the end of spring quarter in social media and on the university homepage.
- **In publications**, [The Family Connections Newsletter](#), Western's new monthly e-newsletter to WWU families, continues to reach about 15,000 people a month. After a summer hiatus, we resumed production in September and will send newsletters to families at the beginning of every month through June. The newsletter is a collaboration between University Communications and Marketing and New Student Services/Family Outreach. We're also busy in production for the next edition of [Window magazine](#), which will include a story about alumna Eowyn Ivey, whose acclaimed novels ("To the Bright Edge of the World," "Snow Child,") feature her home state of Alaska. We'll have stories and photography featuring the Carver renovation, pioneering psychology professor Joe Trimble, and WWU history professor Johann Neem. We're also checking in with some top alumni journalists to see what they have to say about the future of the journalism profession.
- [Western Window TV show](#), which is produced by Western students and managed by our office, is continuing to create great stories about Western students, faculty and alumni. The staff member coordinating the show with

student interns has been on extended medical leave. In her place a recent Western graduate with production expertise is being paid to fill in along with assistance from WWU Video Services. A longer-term review is under way of the TV show's reach and effectiveness with an eye toward expanding access via multiple social media channels to enhance viewership and to modernize our visual storytelling capability.

- Our **graphic designers** worked on a wide range of design projects with offices across campus, including fliers, posters, banners and online and social media design work. Some notable examples included: Summer Commencement program; Opening Convocation materials; Athletics Hall of Fame logo; Guide to University Residences; logo design for the Manufacturing and Supply Chain Management program; a Year in Review brochure for Campus Compact; multiple educational materials including information on gender neutral restrooms and their locations across campus for the Equal Opportunity Office; Fall Family Weekend poster, banner, TV display; Western Reads book "Tulalip from my Heart" posters; Career Services posters for the upcoming Fall Career; Law Career Fair and Education & Health Career Fair; Fairhaven College speaker series poster template and start on materials for the Ralph Munro Institute Seminar.

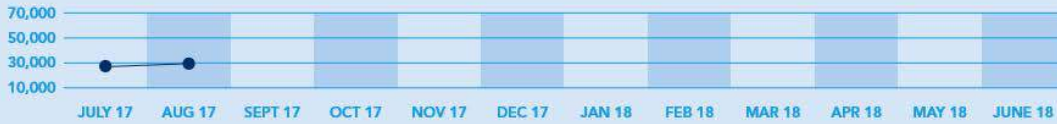
WESTERN TODAY

TOTAL HITS

57,069

TOP STORIES

- Crowd Gathers in Red Square and the PAC Plaza to View Eclipse
- “We Loved Him Fiercely;” WWU student killed in climbing accident in Alaska
- Artist Revealed: WWU’s Rebel Whiteboard



SOCIAL MEDIA



TWITTER

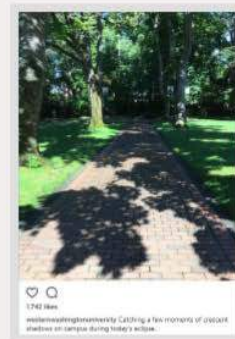


FACEBOOK



INSTAGRAM

TOP POSTS OF THE MONTH



STATISTICS AT A GLANCE

20,065
Total followers
363
New followers
1.02%
% gained
1,550
Engagements

46,459
Total followers
421
New followers
1.01%
% gained
8,154
Engagements

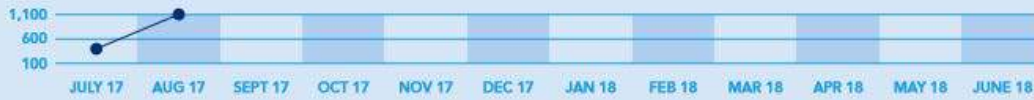
15,706
Total followers
263
New followers
1.02%
% gained
23,532
Engagements

MEDIA STORIES

1,542
Total Stories

TOP STORIES

- Seven Tips to Help Students Graduate in Four Years (Seattle Times)
- WWU Students Study Flood Impacts in Stanwood (KING 5 TV)
- Boeing Invests in Cyber Warriors, Gives 50 Computer Servers to WWU (Bellingham Herald)



CREATIVE SERVICES

GRAPHIC DESIGN



65 *Total Projects*

FEATURING

- Athletics Hall of Fame and 20 years NCAA Div. II logos
- Summer Commencement program
- Opening Convocation materials
- 2018 Guide to University Residences

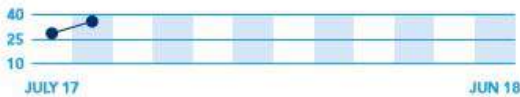


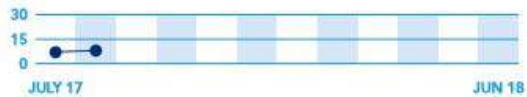
PHOTO & VIDEO



15 *Total Projects*

FEATURING

- Photo shoots for University Advancement, including engineering program BOT tour
- Coverage of WWU and Huxley faculty in the field in Padilla Bay using drone research





The Front Door amplifies community connections by actively engaging with business, government, and non-profit entities. By providing a centralized connecting point for the community to access Western and its students and faculty, the Front Door builds partnerships that benefit the university community and the people of Washington while enhancing the university's reputation.

New Community/University Connections



Business to Academic Partnerships

With summer ending, many projects and partnerships with faculty and students will soon begin. One example is facilitating the connection between community member Bryant D'Hondt, who has had 15 concussions, with Communications Sciences and Disorders Professor, Michael Fraas. Dr. Fraas' research focuses on concussions and its impact on the brain and cognition. Bryant will soon lecture in his class and share his experience with Western students. Another example is a connection made with Alaska Federal Credit Union at a Seattle Chamber of Commerce event. The Front Door connected the employer to Career Services who is facilitating internships and jobs through their presence at Western's career fairs. Building community partnerships that benefit Western students and faculty is a core benefit of the Front Door.

Increasing Western's Presence in the Community Creates Opportunities and Builds Rapport

The Front Door to Discovery continues to be engaged in the community attending City Club, Chamber of Commerce Events, Cascadia Innovation Corridor Summit, Welcoming Convocation, Team Whatcom Economic Development meetings, Seattle Chamber "Toast of Seattle", Lydia Place Ribbon Cutting, Domestic Violence Commission Board Meetings, and a Whatcom County Candidate Forum. These engagement opportunities

build partnerships with businesses and community leaders and work to continue to boost Western's connections and reputation in the community and beyond.

Partnering Increases Western's Impact:

By being present in the community, the Front Door is able to make introductions and build excitement for WWU. Those introductions lead to conversations, which lead to partnerships that benefit Western and the community the university serves. New introductions this quarter include organizations like Alaska Federal, Davis Wright Tremaine, UW Urban Studies, City of Surrey, Team Labs, City of Seattle, UBC, Mills Electric, Seattle Sports Commission, Fortiphi, and many more.

SMALL BUSINESS DEVELOPMENT CENTER

Among the 2017 Q3 highlights of activities regarding the SBDC are the following:

- Hosted Congressman Rick Larson for a meet-and-greet with WWU SBDC client, Carrie DeKubber, owner of Bob's Burger and Brew – Everett
 - Everett Herald - <https://www.heraldnet.com/business/from-dishwasher-to-owner-bobs-burgers-new-owner-rose-through-ranks/>
 - WSU News - <https://news.wsu.edu/2017/08/30/employee-to-owner/>
- Hosted "Export to Canada" with the Export Finance Assistance Center and the Port of Bellingham
- Presented to the Small City Mayor Caucus: "WWU SBDC Rural Outreach"
- Presented to the Ferndale Chamber of Commerce, Power Hour: "WWU SBDC and Financing Assistance"
- Participated in the City of Bellingham Retail Strategy team
- Attended annual America's SBDC Conference in Nashville, Tennessee
- Met with local, professional service providers in: banking, human resources, marketing, insurance, sales, operations, and payroll
- Hired two WWU MBA graduate teaching assistance to support SBDC clients with applied research

WASHINGTON CAMPUS COMPACT

1) UPCOMING EVENTS

Washington Campus Compact will be facilitating two key events for presidents, chancellors and senior administrators this fall. Presidents, chancellors, and senior administrators will convene to discuss critical issues facing higher education.

PRESIDENTS' MEETING

Day/Date: Thursday, November 16, 2017

Topic: **Presidential Leadership:** How do you address controversial issues facing campuses and communities (such as DACA), and encourage student to be civically engaged (such as voting), without appearing partisan?

SENIOR ADMINISTRATORS' MEETING

Day/Date: Thursday, November 16, 2017

Topic: **Civil Discourse:** Equity and inclusion issues on campuses and in communities are complex and have been divisive. How do you support faculty, administrators, staff, and students navigate the challenges they face and create an inclusive campus culture? Senior administrators from across the state are invited to come to learn from one another and share ideas and resources.

2) **STUDENTS SERVING WASHINGTON AWARDS**

The Students Serving Washington Awards program is being offered again this year. Governor Inslee has also agreed to offer the Governor's Civic Leadership Award to recognize outstanding students from across the state who are making a difference in their communities through service and social entrepreneurship.

3) **NEW MEMBERS**

We are pleased to welcome Chancellor **Mark Pagano** from the University of Washington Tacoma and President **Robert Mohrbacher** from Centralia College to Washington Campus Compact. Forty-one college and university presidents/chancellors are current members of Washington Campus Compact.

- 6. DATE FOR NEXT REGULAR MEETING**
 - **December 14 & 15, 2017**

17. ADJOURNMENT