

MEMBERS:

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

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

**NEXT MEETING
REMINDER**

**November 8, 2023
Board Meeting**

- I. Call to Order & Approval of Agenda, and Notice of Public Comment Time
- II. Consent Agenda **Tab 1**
 - a. Minutes of August 29 and 30, 2023 Board of Trustees Retreat (Attachment A)
 - b. WCC Spring 2023 Graduates and WCC Summer 2023 Graduates (Attachment B)
- III. Introductions
- IV. Public Comment
 - [Protocols for Public Comment](#)
- V. Strategic Conversation
 - Draft 2023-2027 WCC Strategic Plan Update
- VI. Action Items **Tab 2**
 - Proposed Ground Lease with Bellingham Public School (first reading, possible action) – Nate Langstraat, VP for Administrative Services
- VII. Report from the President
- VIII. Reports **Tab 3**
 - ASWCC – Alaina Hirsch, President
 - WCCFT – Tresha Dutton and Barry Maxwell, co-presidents
 - WFSE – Dan Andreason, President
 - Administrative Services –Vice President Nate Langstraat
 - Student Services – Vice President James Siegel
 - Instruction – Interim Vice President Steven Thomas
- IX. Discussion/Items of the Board **Tab 4**
 - Proposed 2024 Board of Trustees Meeting schedule
- X. Executive Session
 - ...as provided in RCW 42.30.110 and 42.30.140 (4)(a), to discuss collective bargaining...
 - to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee...;
 - to discuss with legal counsel representing the agency matters relating to litigation or legal risks of a proposed action or current practice the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency
- XI. Adjournment

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

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



CONSENT AGENDA

- a. Minutes of August 29-30, 2023 Board of Trustees Retreat (Attachment A)
- b. WCC Spring 2023 Graduates and WCC Summer 2023 Graduates (Attachment B)

SUGGESTED RESPONSE

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

Whatcom

COMMUNITY COLLEGE

MINUTES

BOARD OF TRUSTEES RETREAT

August 29-30, 2023

Willows Lodge, 14580 NE 145th St., Woodinville, WA

Tuesday: 11:30 a.m. – 5:00 p.m.; 6:30 pm – 8:00 p.m.

Wednesday: 8:30 a.m.

Tuesday, August 29, 2023

- ➔ **CALL TO ORDER** Chair Teresa Taylor officially called the Board of Trustees meeting to order at 12:15 p.m. Present in addition to the chair were trustees Wendy Bohlke, Jeff Fairchild, Rebecca Johnson, John Pedlow, constituting a quorum. Others present included President Kathi Hiyane-Brown; Nate Langstraat, Vice President for Administrative Services; and Rafeeka Kloke, Executive Director for the Office of the President.

ACTION TO ACCEPT AGENDA

- ➔ Trustee Johnson moved to approve the meeting agenda as proposed. It was seconded by Trustee Pedlow and the **motion was approved unanimously.**
- ➔ Chair Taylor announced that there is a designated time for public comment on the agenda.

CONSENT AGENDA

- ➔ **Consent Agenda**
 - a. Minutes of June 14, 2023 Board of Trustees Meeting (Attachment A)Chair Taylor stated: “If there are no objections, this item will be adopted.” As there were no objections, **this item was adopted.**

PUBLIC COMMENT

- ➔ Chair Taylor called for public comment. There was none.

STRATEGIC CONVERSATIONS

➤ Draft New Strategic Plan

President Kathi provided an overview of the strategic planning process and presented the final draft of the strategic plan which was shared with campus in June 2023 for additional feedback. Highlights included:

- Core values of the institution was reflected in the draft: creating a sense of belonging and sense of community.
- Trustees shared they would like language in the first objective that address the importance of building and leveraging strong relationships with our industry, education and community partners to enhance students' opportunities and promoting WCC as the college of choice.

➤ Fiscal Health

Nate Langstraat, Vice President for Administrative Services, provided an overview of WCC's fiscal health. He reviewed indicators and metrics of financial stability of the college. WCC's risk score was in the low-risk category. Board policy on budget and reserves will be reviewed in the upcoming academic year.

EXECUTIVE SESSION

- At 2:00 p.m. the meeting was adjourned for a closed session of the Board for approximately ninety minutes as provided in RCW 42.31.110, to discuss collective bargaining...

Chair Taylor announced that no action was anticipated. Guests included President Kathi Hiyane-Brown, Nate Langstraat, Vice President for Administrative Services, and Rafeeka Kloke, Executive Director for Office of the President.

The Executive Session adjourned at 3:30 p.m. and the Board reconvened into open session at 3:30 p.m.

- The board discussed future strategic conversation topics for meeting. Potential topics for consideration included:

- K-12 partnership
- Data Dashboard
- Staff attrition/recruitment
- Childcare initiatives in our community
- Capital Project: Technology Engineering Center
- Accreditation
- Budget/Financials

BREAK

- ➔ At 4:30 p.m., the meeting was recessed for approximately two hours for a break.

STRATEGIC CONVERSATION (continued)

- ➔ The Board meeting was reconvened by Chair Taylor at 6:30 p.m. Present in addition to the chair were trustees Wendy Bohlke, Jeff Fairchild, Rebecca Johnson and John Pedlow constituting a quorum. Other present included President Kathi Hiyane-Brown, Nate Langstraat, Vice President for Administrative Services and Rafeeka Kloke, Executive Director for Office of the President. Discussions of the Board continued including enrollment, community engagement, and legislative advocacy.

ADJOURNMENT

- ➔ There being no further business, the meeting was adjourned at 8:00 pm

Wednesday, August 30, 2023

- ➔ **CALL TO ORDER** Chair Taylor officially called the Board of Trustees meeting to order at 9:00 a.m. Present in addition to the chair were trustees Wendy Bohlke, Jeff Fairchild, Rebecca Johnson and John Pedlow; constituting a quorum. Others present included President Kathi Hiyane-Brown, Nate Langstraat, Vice President for Administrative Services; James Siegel, Vice President for Student Services; and Rafeeka Kloke, Executive Director for Office of the President.

Chair Taylor announced that there is a designated time for public comment on the agenda.

PUBLIC COMMENT

- ➔ Chair Taylor called for public comment. There was none.

- ➔ **Review 2022-23 work plan and priorities for 2023-24 work plan**

Cabinet members shared a PowerPoint presentation which provided an overview of accomplishments for 2022-23 and 2023-24 priorities.

Key Accomplishments included:

- In-person engagement (i.e. classes, co-curricular activities, intercultural services, etc)
- Cross-functional teams (i.e. 3-D meetings (service directors, 3D, committee chairs, etc.)
- Data (re) development and strategic use (dashboards)

- Responsiveness to EEL and ESOL demand
- Guided Pathways (completed areas of study and website refresh)
- CRM (customer relationship manager) development and implementation
- Academic Program investments (BAS-SW, SUDP, Nursing, COE for Cybersecurity education and training)
- Professional and faculty development with DEI focus
- Strategic partnerships: KMRE, Bellingham School District Community Transition Program
- Draft strategic plan development with stakeholder input and engagement

Priorities – 2023-24

- Community Connections
 - Strengthen Strategic Partnerships
 - Refresh employee onboarding experience
 - Develop and implement supervisory training and leadership development
 - Reimagine Teaching and Learning Center
 - Explore Learning communities and development opportunities
- High Value Education
 - Identify consistent approach and metrics for quality of instruction
 - Build on Guided Pathways Work
 - Grow Opportunities for experiential learning for students
 - Honor student investment
- Inclusion, Diversity, Equity and Access
 - Implement structures that ensure IDEA work is prioritized and institutionalized
 - Focus IDEA efforts on student experience
 - Identify strategies to address equity gaps (as evidenced in data)
- Student Experience and Success
 - Identify and implement enrollment strategies based on data
 - Leverage and institutionalize data and features/benefits of Anthology Customer Relationship Manager (CRM)
 - Realize new student services structure to streamline and improve the student experience in WCC

Enrollment

Vice President James Siegel provided the latest enrollment data and discussed strategies to increase enrollment.

Highlights included:

- Reorganization of student services division
- Target specific outreach (i.e., Latino, non-traditional, increase high school yield)
- Implement Anthology Customer Relationship Manager (CRM)
- Expand student service hours and explore evening offerings
- Offer quarterly express enrollment events

- Host open houses throughout community
- Pilot college literacy program with Ferndale schools to reach high school seniors

➤ **Development of 2023-24 Board of Trustees work plan**

The following key priorities were discussed:

- Adopt new strategic plan.
- Advocate for system priorities and advocate for increase funding for the system and the college.
- Support the College president in meeting institutional goals and priorities.
- Involvement in ACT (Association of Community and Technical College Trustees)
- Promote the college and assist in building new and enhancing existing partnerships with industry, education, and community organizations.

➤ **Board Self Evaluation**

Areas of discussion included: Governing Style, Policy Role, Board-CEO Relations, Institutional Performance, and Board Leadership and Development

EXECUTIVE SESSION

- At 3:15 pm, the meeting was adjourned for a closed Executive Session of the Board for approximately forty-five minutes to “...review the performance of a public employee...”
- Chair Taylor announced that no action was anticipated. Guests included President Kathi Hiyane-Brown.
- The Executive Session adjourned at 4:00 p.m. and the Board reconvened into open session at 4:00 p.m.

ADJOURNMENT

- There being no further business, the meeting was adjourned at 4:00 p.m.

Whatcom Community College
Spring 2023 Graduates June 17, 2023

Bachelor of Applied Sciences Degrees

Applied Business Management

Derrick Cope
 Kelli Johnson
 Nichole Lewis **
 Nazareno Mazariegos

Hannah McDonnell **
 Stacey Mcgee **
 Brielle Morris **
 Melissa Swope **

It-Cybersecurity

Erin Brandt **
 Gavin Dunne-Marble **
 Daniel Grijalva **
 Sean Hook **
 Bin Hu **

Richard Kaech **
 Brennan McCloskey **
 Mark Morton **
 Simon Shultis **
 Kevin Son **

Honors Program

Solstice Black *
 Cassandra Casey *
 Carlyn Finerty *

Ying Yiu Lau *
 Ying Yiu Lau *
 Katelyn Upson *

Associate Degrees

Associate in Applied Science Transfer Degree- Cybersecurity

Brian Chaput *
 Jacob Gersick *
 Evan Hillyard *
 Max Hinrichs
 Katherine Martin
 Anthony Moore *

Quinn Murphy *
 Thang Nguyen *
 Nathan Olson
 Michael Rice *
 Angelica Rodriguez *
 Alexander Wolf *

Associate in Applied Science Transfer Degree- Early Childhood Education

Heidi Koepp *

Associate in Arts and Sciences Degree

Mark Age Ageyev *
 Sierra Anderson *
 Jillanne Arner
 Bliss Azure *
 Amelia Baker *
 Divas Bal

Mandana Balafkan *
 Julia Bastedenbeck *
 Courtney Beach *
 Labrazia Beech *
 Gillian Bennett *
 Jada Berglund *

Note: * indicates student who graduated with honors, **Bachelor with Cum Laude
 FERPA block student are not listed.

Pepper Berry *
Ashley Berwick *
Kaylee Biewer *
Solstice Black *
Tess Bliss
Aunna Bolton
Taryn Booth *
Andrew Boskakov
Gurpreet Brar
Tommy Bridges
Carson Burtz *
Cael Button *
Elizabeth Candlen
Blake Carswell *
Delaney Case *
CASSANDRA CASEY *
Nathan Chalfant
Logan Clabaugh
Michael Clark
Isabelle Cole *
Wendy Cranston *
Estela Cruz
Ryan Cunningham
Eli Daheim *
Madeline Dang
Hope Deboo *
Ryne Degroot
Japleen Dhillon *
Alicia Dillon *
Aidan Dorn *
Jordan Dudiak *
Emily Dutton
Nathan Elenbaas
Morgan Elliott *
Elizabeth Enstrom
Lindsay Erickson *
Claire Finlay *
Elizabeth Gekelman
Victoria Galle
Dominic Garofalo *
Amanda Gillies *
Brayden Gladman *
Danielle Goecke *
Morgan Gould
Armandeep Grewal *
Nichole Griffin *

Kaden Grumbles
Shea Hale *
Ameriah Harlan *
Farrel Harten
Lily Hartwell *
Cheryl Hewitt *
Kayden Hicks
Emma Hill
Hannah Hochsprung
Byanca Holguin *
Lucas Holloway-Figueroa
Ciara Houlihan-Nolte *
Elaine Hsu *
Emily Huffman
Madison Hughes *
Mariia Iarmolych *
Valentyna Iarmolych *
Kalin Isbell *
Sara Jackson
Dominic Jefferson *
Sophie Jenkins
Brent Jennings *
Conor Jensen
Elizabeth Johner *
Soren Johnson
Sadie Jorgensen
Mason Kaiser *
Lauryn King
Elizabeth Kisena
Zella Knutsen *
William Kovacevic *
Raietta Kuzakin *
Gordon La *
Audrey Lambert
Ying Yiu Lau *
Piper Lawson
Annika Lee *
Armelle Lee *
Samantha Lewis
Bernadine Lim
Ty Lindsay
Emma Lindsey
Kaari Little *
Claire Lowe
Madison MacInnis
Jonah Macke *

Note: * indicates student who graduated with honors, **Bachelor with Cum Laude
FERPA block student are not listed.

Brady Manske *
Katherine Martens *
Oliver Martin *
Kayley McCaffery *
Melanie McCoy *
Maya McEachern
Caitlyn Mcelroy *
Adrianna Mclendon
Victoria Mclin
Cassidy Meliah *
Luis Mendoza
Carter Merritt *
Madison Michels *
Kendra Moeller
Flynn Mogan
Nathan Murdoch
Taryn Murdzia *
Maddison Murphy
Ruth Murphy
Phufah Nagasiri *
Hanna Nesterova *
Adia Newcomb *
P Kai Newton
Alex O'Connell
Abigail Olson
Liam Oscarson *
Vincent Patelli *
Austin Patrick *
Payton Pedersen *
Neva Perez
Robyn Pike *
Yanna Popov *
Frances Porteous
Jessica Pounder *
Colette Powers *
Albert Putranegoro *
Mariah Rael
Andrea Rice *
Kai Roberts *
Amanda Root
Alexander Ropka
Brennen Samuelsen
Monique Sanchez *
Mehak Sandhu

Maya Sargent *
Melina Saxman *
Megan Schaarschmidt *
Andrew Schultz
Kaspar Schwandt
Megan Scott II *
Yu Shang *
Kendall Sharp *
Jade Shields
Enoch Shreve *
Bret Simmons *
Adrian Slesarchuk *
Isabella Slisz *
Sierra Smelker *
Jackson Smith *
Trinity Som
Abigail Steensland *
Poppy Stuart *
Laurel Sturdevant *
Antonio Swanaset
Aubrey Tegt *
Deby Gray *
Losivale Tigilau
Michael Trout
Nakanlaya Tupsamphan *
Adia Twitchell *
Jesse Uong *
Sarah Vernier-Dolin *
Hazel Vernon *
Dean Visser *
Angela Wabaunsee *
Colin Walmsley
Benjamin Willand
Elena Wolter
Tung-Yan-Serena Wong
MaKenna Wright *
Stephen Wright *
Catelyn Wyatt *
Emma-Jean Wydur *
Evellina Yuryev *
Melissa Yuryevich *

Note: * indicates student who graduated with honors, **Bachelor with Cum Laude
FERPA block student are not listed.

Associate in Business Degree

Austin Alaniz
Noah Ampulembang *
Rana Anindya
Tivit Anukul
Syarifah Azzahra *
Oanh Bui *
Olivia Clark *
Ryan Desjardins *
Abbey Ford *
Alejandra Hobi *
Jacob Kovalenko *

Sasha Lane
Jacob Lantry *
Ying Yiu Lau *
Henry Lind
Jingyi Liu *
Suzi Mattson
Diorra Ojong *
Madisyn Ramos
Zane Rector
Katelyn Upson

Associate in Nursing Degree

Chiane Bakke *
Jeffrey Berkey *
Lara Bridges
Rose Drey *
Tyson Higel *
Lisa Irei *
Gladys Johnson *
Kartal Karabas *
Owen Kurth *

Lydia Masombo *
Lynette Munn *
Sierra Petry *
Sarah Schmidt *
Joshua Slegers
Adam Starecheski *
Carrie Templin *
Taliesin Tyndall *

Associate in Engineering Degree-Civil and Mechanical Engineering

Anthony Brim
Tate Garrett *
Quinten Johnson

Alexander Kelly *
Christopher Kleeves *
Eddie Osborn *

Associate in Engineering Degree-Computer and Electrical Engineering

Loren Benjamin
Brandon Cronk
Muhamad Hazim Halim

Jonathan Parker *
Montana Williams *

Associate in Science - Transfer Degree-Biology

Joan Castaneda *
Kaylissa Dunmore *
Carlyn Finerty *
Jacqueline Heidi *

Stevie Nelson *
Jennifer Sidharta *
Sidney Suit
Xzavier Withers *

Associate in Science - Transfer Degree-Environmental Sciences

Celeste Fisher
Kei Inamura
Melanie McCoy *

Note: * indicates student who graduated with honors, **Bachelor with Cum Laude
FERPA block student are not listed.

Associate in Liberal Studies Degree

Jillanne Arner

Kailey Jaeger

Note: * indicates student who graduated with honors, **Bachelor with Cum Laude
FERPA block student are not listed.

Associate of Applied Science Degree-Accounting

Navleen Chawla
Emma Fitzpatrick *
Erik Ibarra
Alexei Schettino
FNU Smriti *

Associate of Applied Science Degree-Business Administration

Krystan Andreason
Nicolas Babick
Shaylinn Bringhurst
Gisella Lopez
Ne Meki Marques Cabral

Associate of Applied Science Degree-Computer Information System

Josiah Ausfahl *
Mario Berreles
Jordan Jacobson *
Ian Thorgeirson *
Elijah Yakimyuk Jr.

Associate of Applied Science Degree-Criminal Justice Computer Forensics

Michelle Rubio

Associate of Applied Science Degree-Early Childhood Education

Mackenzie Curry *
Anika Frazier *
Emma Langley *
Maria Rodriguez *
Maira Rosas
Melanie Zehnder *

Associate of Applied Science Degree-Finance

Emma Fitzpatrick *
Erik Ibarra
Alexei Schettino

Associate of Applied Science Degree-Hospitality and Tourism Business Management

Elias Herman
Nanaka Iida
Mariko Shimizu *

Note: * indicates student who graduated with honors, **Bachelor with Cum Laude
FERPA block student are not listed.

Note: * indicates student who graduated with honors, **Bachelor with Cum Laude
FERPA block student are not listed.

Associate of Applied Science Degree-Medical Assisting

David Balk *
Janah Di Stefano
Kiah GeleyNSE
Zoe Gueno
Nancy Heiser *
Harinder Kaur
Irais Orozco
Leah Rostov

Associate of Applied Science Degree-Paralegal Studies

Lisa Cooper
Lucas Hudson

Associate of Applied Science Degree-Physical Therapist Assistant

Charnel Anderson *	Alexandra Langdon *
Christian Beaty *	Sydney McClure *
Kendra Bennett *	Dana Pattie *
Shannon Brennan *	Luis Pimentel *
Jose-Vicente Estella *	Saydee Schrader *
Lauren Franks *	Madison Thulen *
Joshua Gaillard-Smith *	Debra Wagner *
Hailey Garcia *	Samantha Williams *
Kendra Holmes *	

Associate of Applied Science Degree-Software Development

Judith Bagwell *
Hannah Hendrickson *
Madelyn Hillier *

Associate of Applied Science Degree-Substance Use Disorder Professional

Victor Casebeer
Rafael Ramirez
Nicole Wagner

Certificates

Dainya Aldredge
Aastha Bhanot
Cherise Braun
Scarlet Breakspear-Knott
Skyler Bridgman
Michele Bullock
Julia Dela Cruz
Emily Duckworth
Stephanie Fehr
Yvonne Finley
Kiah Geleynse
Bailey Kelley

High School Diploma

Austin Alaniz
Rana Anindya
Tivit Anukul
Kaylee Biewer
Solstice Black
Cael Button
Isabelle Cole
Kayla Deeter
Elizabeth Enstrom
Amanda Gillies
Farrel Harten
Elaine Hsu
Kei Inamura
Maria Irving
Soren Johnson
Jingyi Liu
Gisella Lopez

Bryson Kelley
Kelcee Kohl
Nicolas Linares
Vinh Nguyen
Kimberlee Peterson
Brandon Sosa
Heather Steiner
Zabrina Swendt
Travis Wheeler
Kelly Wise
Elijah Yakimyuk Jr.
Melanie Zehnder

Ruth Murphy
Phufah Nagasiri
Diorra Ojong
Delaney Pomeroy
Colette Powers
Albert Putranegoro
Megan Schaarschmidt
Yu Shang
Jade Shields
Jennifer Sidharta
Nakanlaya Tupsamphan
MaKenna Wright
Stephen Wright
Melissa Yuryevich
Melissa Zamudio
Eriberto Zavala

Past Term Graduate Receiving Diploma in Spring 2023

Bachelors

Isaac Parks

Associate level

Adalia Bergeron

Sean Clay *

Tyler Crawford

Elora Dallas

Neomi Davidson *

Michael Doran *

Julie Flores

Annie Kvamme

Tracy Lamb

Emma Mangum *

Andrew Marshall-Rodenberg

Nghi Nguyen *

Claire Nusbaum

Nia Prabhu

Nia Prabhu

Erica Rivera *

Thelma Tejada *

Justin White *

Opal Wilfong

High School Diploma

Adalia Bergeron

Michael Doran

Christifer Funderburg

Emma Mangum

Mohammed Yahya Y Refaei

Whatcom Community College Graduates

Summer 2023-August 18,2023

Bachelor of Applied Sciences Degrees

It-Cybersecurity

Yacniel Avila *

Associate Degrees

Associate in Arts and Sciences Degree

Sadie Alsup *	Carson Kimbell
Izabelle Anderson	Justice Labounty *
Greyson Barngrover *	Nam Le *
Lucas Baughn	Maximus Loeb
Zoe Clark *	Elizaveta Lutsiuk *
Veronica Crommett	Preston Mark
Tania Cruz Dimas *	Zoe Marshall *
Lauren Dohner	Morgan McCrary *
Jugraj Dosanjh	Sophie Mickel *
Sara Drew *	Michael Rhea *
Payton Elefson *	Kerwin Sandhu
Meghan Flaherty *	Namanjot Sandhu
Emerson Forest *	Adyson Schafer *
Makenna Fowler	Olivia Sena
Grant Fulton *	Svetlana Shintar *
Jordan Gregory *	Alexandra Veening
Taylor Griffin *	Yang Wang
Ellie Gum *	Ahmed Wariyo
Maya Hoiden	Jennifer Wass *
Silas Kammerzell	Tamara Wollman
Liam Keller *	Chuxuan Xiao *
Leseah Kennedy *	

Note: * graduated with Honors, ** graduated with Cum Laude
FERPA block student are not listed.

Associate in Business Degree

Kaelyn Bundy *
Matthew Burkett *
Glenda Castillo
Karen Hirata *
Alexis McNeil *

Aarzu Sattar *
Ivedson St. Jean
Kaylee Wilson *

Associate in Applied Science Transfer Degree - Early Childhood Education

Kieran Dang
Joshua Genal
Deven Licata

Christine McIntee *
Clay Molitor

Associate in Science Transfer Degree-Biology

Holly Bluer

Associate in Science Transfer Degree – Environmental Science

Erika Ozaki

Associate in Science - Transfer Degree-General Engineering

Cierra Lovelace

Associate in Engineering Degree-Materials Science and Manufacturing Engineering

Fahad Almutairi

Associate of Applied Science Degree-Accounting

Stephanie Hooper *
Sarah Luna *

Associate of Applied Science Degree-Business Administration

Dakota Alvey
Jessica Anderson
Levi DeBoard

Collin Lewis *
Gabriel Montes-Mejia
Melanie Ramirez

Note: * graduated with Honors, ** graduated with Cum Laude
FERPA block student are not listed.

Associate of Applied Science Degree-Early Childhood Education

Allison Johnson

Associate of Applied Science Degree - Hospitality and Tourism Business Management

Ga Park *

Associate of Applied Science Degree-Medical Assisting

Dainya Aldredge *

Associate of Technical Arts Degree - Visual Communications

Kylah Feliciano *

Emma Gibson

Blayze Kiefer Vanderyacht *

Kai Marceaux *

Kylee Mortenson *

Isabelle Overturf *

Aye-Chan Phyu

August Shanafelt *

Jonathan Specht *

Danielle Tellefson *

Anita Zvezda *

Certificates

Janeal Arnhart

Danfeng Zhang

High School Diploma

Fahad Almutairi

Elizabeth Hernandez

Justin McCafferty

Sophie Mickel

Gabriel Montes-Mejia

Michael Rhea

Kerwin Sandhu

Namanjot Sandhu

Patrick Singh

Yang Wang

Chuxuan Xiao

Note: * indicates student who graduated with honors
FERPA block student are not listed.

Past Term Graduate Receiving Diploma in Fall 2022

Associate level

Everett Ellenberger
Chase Freeman
Brianna Garcia
Angela Hall
Jayma Hobby
Brian Kent

Javin Kim
Sarah Lukes
Jozlin Peterson *
Nickolas Pitcher
Whitney Vassalle *

Certificate

Noah Chasco
Lina Rodriguez

High School Diploma

Brian Kent

Requested Reprint Diploma

Associate level

Jungyoun Kim
Chase Panetti
Alberto Halim
Ching Ying Crystal Wong
Jeremy Oliver
Nominerdene Dashdondog
Mohd Azrul Tarmizi *

Nichole Macmillan *
Maria Torres Carrillo
Erynn Hunt
Lowell Thoerner *
Julian Rei Carter
Lana Lorena *

Certificate

Pavlina Ortiz

High School Diploma

Alberto Halim
Ching Ying Crystal Wong

Note: * indicates student who graduated with honors
FERPA block student are not listed.

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

GROUND LEASE

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

RECITALS

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

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

SECTION 1 | INCORPORATION OF RECITALS; DEFINITIONS.

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

SECTION 2 | PREMISES; TERM.

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

SECTION 3 | RENT.

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

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

SECTION 4 | COMPLIANCE WITH LEGAL REQUIREMENTS AND AGREEMENTS.

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

SECTION 5 | USE OF PREMISES.

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

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

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

5.4 Prohibited Uses.

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

SECTION 6 | LIENS.

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

SECTION 7 | LEASEHOLD IMPROVEMENTS.

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

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

7.2 Construction of Improvements/Alterations.

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

Ground Lessee shall, immediately following receipt of a proper notice of disapproval, undertake to further amend or modify the Final Plans so as to

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

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

7.4 Title to Improvements.

- (a) Title and ownership of all Improvements, fixtures, and equipment hereafter located on the Premises by Ground Lessee shall be vested in Ground Lessee until the termination or expiration of this Ground Lease. Upon the termination or expiration of this Ground Lease, title to all Improvements shall vest automatically in the Ground Lessor.

- (b) During the term and any renewals thereof of this Ground Lease, the Improvements shall not be conveyed, transferred, or assigned without the prior written consent of Ground Lessor and the College, which consent shall not be unreasonably withheld. Ground Lessee shall allow no other person to construct, except for Ground Lessee's account, any additional improvements on the Premises, and except as allowed pursuant to Section 8.2(a) of this Ground Lease.
- (c) All of Ground Lessee's right, title, and interest to any Improvements shall terminate and title to the Improvements shall automatically vest in Ground Lessor and the Improvements shall be surrendered by Ground Lessee to Ground Lessor upon expiration or earlier termination of this Ground Lease. No further deed or other instrument shall be necessary to confirm the vesting of title to the Improvements in the Ground Lessor. However, upon termination or expiration of this Ground Lease, Ground Lessee, upon request of the College or Ground Lessor, shall execute, acknowledge, and deliver to the College a deed in a form mutually agreeable to Ground Lessee, the College, and Ground Lessor, confirming that all of Ground Lessee's right, title, and interest in the Improvements has expired and that title to the Improvements has vested in Ground Lessor.

SECTION 8 | MAINTENANCE AND MODIFICATIONS.

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

8.2 Modifications, Alterations, and Additions.

- (a) Ground Lessee shall not make any substantial modifications, alterations, additions, or improvements to the Premises or any part thereof (other than the Improvements) without first obtaining the prior written consent of the College, which consent shall not be unreasonable withheld, conditioned, or delayed. In all events, Ground Lessee shall promptly furnish the College with copies of all plans and specifications prepared in connection with any substantial repairs, alterations, additions, or improvements. All such substantial modifications, alterations, additions, and/or improvements shall be constructed in accordance with plans and specifications approved by the College, which approval shall not be unreasonable withheld, conditioned, or delayed. Notice and approvals required by this Section shall be given and all permits acquired as set forth in Section 7.2 herein.
- (b) Before commencing any work relative to the substantial modifications, alterations, improvements, or additions affecting the Premises, Ground Lessee

shall notify the College in writing of the expected date of commencement thereof. The College shall then have the right at any time to post and maintain on the Premises such notices as the College reasonably deems necessary to protect the Premises and the College from construction or other Liens. Any such substantial modification, alteration, improvement, or addition shall be expeditiously completed in a good and workmanlike manner and in compliance with all applicable Legal Requirements and the requirements of all insurance policies applicable to the Premises. Ground Lessee will procure all necessary permits before making any such substantial repairs, alterations, additions, or redecoration. Ground Lessee shall pay, when due, all claims for labor, materials, supplies, or equipment furnished to or for Ground Lessee at or for use in the Premises. Ground Lessee shall not permit any Liens to be levied against the Premises for any labor, materials, supplies, or equipment furnished to Ground Lessee or claimed to have been furnished to Ground Lessee or to Ground Lessee's agents or contractors in connection with the work and any such Liens shall be removed as required under Section 6 of this Ground Lease.

SECTION 9 | UTILITIES AND SERVICES.

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

SECTION 10 | GROUND LESSEE FINANCING OF IMPROVEMENTS.

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

SECTION 11 | MAINTENANCE OF PREMISES.

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

SECTION 12 | ENVIRONMENTAL OBLIGATIONS OF THE PARTIES.

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

- (a) "Environmental Laws" shall include any and all federal state, and local statutes, regulations, rules, and ordinances, now or hereafter in effect, which in any way

govern the use, storage, or spillage of any Hazardous Substances, including but not limited to the laws referenced in Section 25.3 of this Ground Lease.

- (b) "Hazardous Substances" shall be interpreted in the broadest sense to include any substance, material, or product defined or designated by federal or state law as hazardous, toxic, radioactive, dangerous, or regulated wastes, including, but not limited to, those provisions listed in Section 25.6 of this Ground Lease.
- (c) "Environmental Costs" shall be interpreted in the broadest sense to include, but shall not necessarily be limited to: (i) costs or expenses relating to any actual or claimed violation of or noncompliance with any Environmental Law; (ii) all claims of third parties, including governmental agencies, for damages, response costs, or other relief; (iii) the cost, expense, or loss to a Party to this Ground Lease as a result of any injunctive relief, including preliminary or temporary injunctive relief, applicable to the Party or the Premises; (iv) all expenses of evaluation, testing, analysis, cleanup, remediation, removal, and disposal relating to Hazardous Substances, including fees of attorneys, engineers, consultants, paralegals, and experts; (v) all expenses of reporting the existence of Hazardous Substances or the violation of Environmental laws to any agency of the State of Washington or the United States as required by applicable Environmental Laws; (vi) any and all expenses or obligations, including attorneys' and paralegal fees, incurred at, before, and after any trial or appeal therefrom or any administrative proceeding or appeal therefrom, whether or not taxable as costs, including, without limitation, attorneys' and paralegal fees, witness fees (expert and otherwise), deposition costs, copying, telephone, and telefax charges and other expenses; and (vii) any damages, costs, fines, liabilities, and expenses which are claimed to be owed by any federal, state, or local regulating or administrative agency.

12.2 Responsibility for Cleanup/Remediation and Costs.

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

remediated in full compliance with all Environmental Laws or orders or directives of governmental regulators with jurisdiction. All Environmental Costs incurred to affect such cleanup shall be borne by Ground Lessee or its contractor(s).

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

- 12.8 Compliance with Laws and Regulations.** The Parties hereby represent, warrant, covenant, and agree to and that all operations or activities upon, or any use or occupancy of the Premises or any portion thereof by Ground Lessee, the College, or any occupant of the Premises shall, throughout the Term of this Ground Lease, be in compliance in all material respects with all state, federal, and local Environmental Laws and regulations governing or in any way relating to the generation, handling, storage, use, transportation, discharge, or disposal (whether legal or illegal, accidental or intentional) of any Hazardous Substances.
- 12.9 Breach as Material Default.** All Parties hereby specifically acknowledge and agree that (a) each of the covenants, obligations, agreements, representations, and warranties set forth in Section 12 is a material inducement to the Parties to enter into this Ground Lease, and (b) breach by any Party of any covenants, obligations, agreements, representations, and warranties set forth in Section 12 shall constitute a material breach of this Ground Lease by the breaching Party, entitling the other Parties to all of the rights and remedies provided to the Parties under this Ground Lease or under applicable law.
- 12.10 Survival.** Each of the covenants, agreements, obligations, representations, and warranties of the Parties set forth in this Section 12 shall survive the expiration or earlier termination of this Ground Lease.

SECTION 13. INSURANCE POLICIES.

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

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

maintained by the College. The limits of such insurance shall not, however, limit the liability of the Parties hereunder.

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

SECTION 14 | DAMAGE OR DESTRUCTION OF PREMISES.

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

14.2 College's Rights. If Ground Lessee fails to use reasonable diligence or neglects to repair damages to the Premises, then the College may give Ground Lessee written notice of such failure or neglect. If such failure or neglect continues for sixty (60) days after such notice, then the College, in addition to all other rights which the College may have, may at its sole expense enter upon the Real Property to repair damages, in which event, the College shall be entitled to reimbursement of its reasonable costs and expenses. Ground Lessee will not be deemed to have failed to use reasonable diligence in or neglected to repair damages to the Premises if Ground Lessee has initiated the process of repairing such damage, which shall include but not be limited to initiating a claim for repair through its insurance carrier, arranging repair work, or seeking repair cost estimates. In no event shall the College perform repairs of damages to the Premises exceeding five-thousand dollars (\$5,000) in cost without the express written consent of Ground Lessee; and if the College performs repairs in excess of five-thousand dollars (\$5,000) in cost without the express written consent of Ground Lessee, the College will only be entitled to reimbursement of five-thousand dollars (\$5,000). The five-thousand dollar (\$5,000) threshold shall be adjusted for inflation as needed using an inflationary index that is mutually acceptable to both Parties.

SECTION 15 | CONDEMNATION.

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

SECTION 16 | ASSIGNMENT AND SUBLETTING.

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

SECTION 17 | LIABILITY.

Each Party to this Ground Lease shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. No Party to this Ground Lease shall be responsible

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

SECTION 18 | DEFAULT.

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

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

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

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

default as described in said Section, the Ground Lease may be terminated by the Ground Lessee upon sixty (60) business days' written notice.

SECTION 20 | REMEDIES.

20.1 In the event of any material default or breach by a Party, the non-defaulting Party(ies) may, at any time thereafter, without limiting such Party(ies) in the exercise of their rights or remedies at law or equity, or as set forth herein, maintain the Ground Lease in full force and effect without terminating Ground Lessee's right to possession of the Premises.

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

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

SECTION 21 | SIGNS.

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

SECTION 22 | DUTIES OF THE PARTIES UPON TERMINATION.

22.1 Duties on Termination. Ground Lessor shall evaluate and score the condition of the Improvements using the State Board's Facility Evaluation Criteria (attached as Exhibit C) during Ground Lessor's regular surveys of its capital assets. Ground Lessor shall provide a copy of the results of the evaluation of the Improvements to Ground Lessee upon completion. Upon expiration or earlier termination of this Ground Lease, Ground Lessor shall evaluate and score the condition of the Improvements using the Facility Evaluation Criteria ("Final Evaluation"). If the Improvements receive a score of 275 points or lower on the Final Evaluation, Ground Lessee shall deliver all keys to the College and surrender the Premises and the Improvements to the College. Improvements constructed by Ground Lessee with permission from the College shall become the College's property and shall not be removed. Ground Lessee shall also provide to the College copies of all building and maintenance records and other pertinent information in Ground Lessee's possession pertaining to construction, operation, and maintenance of the

Improvements and the Premises if requested by the College. If the Improvements receive a score higher than 275 on the Final Evaluation, the College may, at its option, require Ground Lessee to take one of the following two courses of action:

- (a) Ground Lessee shall complete the necessary maintenance and/or repairs to lower the score to 275 points or less. Depreciation and wear from ordinary use for the purpose for which the Facility was let need not be restored.
- (b) Ground Lessee shall remove the Improvements from the Premises and restore the Premises to the condition it was at beginning of leasehold at the Ground Lessee's sole expense.

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

SECTION 23 | PROTECTION AGAINST CLAIMS BY THE PUBLIC.

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

SECTION 24 | MISCELLANEOUS PROVISIONS.

- 24.1 Entire Agreement.** This Ground Lease represents the entire agreement between the Parties; provided that this Ground Lease shall be construed together with the Management Agreement, when drafted. This Ground Lease may not be amended or rescinded in any manner except by an instrument in writing signed by a duly authorized officer or representative of each Party hereto.
- 24.2 Governing Law.** This Ground Lease shall be governed by and construed and enforced in accordance with the laws of the state of Washington.
- 24.3 Severability.** Should any of the provisions of this Ground Lease be found to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such provision shall be stricken, and the remainder of this Ground Lease shall nonetheless remain in full force and effect unless striking such provision shall materially alter the intention of the Parties.

- 24.4 Jurisdiction.** In the event any action is brought to enforce any of the provisions of this Ground Lease, the Parties agree to be subject to exclusive *in rem* jurisdiction in the Whatcom County Superior Court for the State of Washington.
- 24.5 Waiver.** No waiver of any right under this Ground Lease shall be effective unless contained in writing signed by a duly authorized officer or representative of the Party sought to be charged with the waiver, and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future right or of any other right arising under this Ground Lease.
- 24.6 Captions.** Section captions contained in this Ground Lease are included for convenience only and form no part of the agreement between the Parties.
- 24.7 Notices.** Any notice required or desired to be given under this Lease shall be in writing with copies directed as indicated herein and shall be personally served or given by mail. Any notice given by mail shall be deemed to have been given when seventy-two (72) hours have elapsed from the time when such notice was deposited in the United States mails, certified and postage prepaid, addressed to the party to be served at the last address given by that party to the other party. Any change in address shall be promptly given in writing to the other party. At the date of the execution of this Lease, the address of State is:

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

and the address of Lessee is:

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

- 24.8 Binding Effect.** This Ground Lease shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns. No permitted assignment of this Ground Lease or Ground Lessee's rights hereunder shall be effective against the College unless and until an executed counterpart of the instrument of assignment shall have been delivered to the College and the College shall have been furnished with the name and address of the assignee. The term "Ground Lessee" shall be deemed to include the assignee under any such permitted assignment. Unless required or directed by law, neither the College nor Ground Lessor shall sell, transfer, or convey the Premises, except to a city, county, state, governmental subdivision or agency, municipal corporation or public development authority, without the prior written consent of

Ground Lessee, which consent shall not be unreasonably withheld, conditioned, or delayed.

24.9 Gender and Number. As used in this Ground Lease, the masculine shall include the feminine and neuter, the feminine shall include the masculine and neuter, the neuter shall include the masculine and feminine, the singular shall include the plural, and the plural shall include the singular, as the context may require.

24.10 Nondiscrimination and Affirmative Action. No Party shall discriminate in employment at the Premises on the basis race, color, national origin, religion, sex, disability, honorably discharged veteran or military status, sexual orientation, gender identity, gender presentation, ancestry, ethnicity, family status, immigration status, citizenship, socioeconomic status, genetic information, or age in regard to any position for which the employee is qualified.

24.11 Fair Construction. The provisions of this Ground Lease shall be construed as a whole according to their common meaning not strictly for or against any Party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Ground Lease and any Management Agreement reached between the College and Ground Lessee. Each Party hereto and its counsel has reviewed and revised this Ground Lease and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be applied in the interpretation of this Ground Lease.

24.12 Recording. Ground Lessee shall record this Ground Lease with the Whatcom County Auditor's Office at its own expense within ten (10) days of execution and provide the College with a copy. Within ten (10) days following the expiration or earlier termination of this Ground Lease, Ground Lessee shall record an instrument confirming the termination of this Ground Lease with the Whatcom County Auditor's Office and provide the College with a copy.

24.13 Time is of the Essence. Except as set forth in Section 7 of this Ground Lease dealing with construction of the Improvements, the Parties hereto expressly agree that time shall be of the essence in the payment and performance of each Party's obligations under this Ground Lease.

SECTION 25 | DEFINITIONS.

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

25.1 Calendar Year. a calendar year commencing January 1 and ending December 31.

25.2 Development Standards. The College's 2017 Institutional Master Plan, Bellingham Municipal Code, and other governmental rules, regulations, and requirements applicable to development at the Whatcom Community College campus.

- 25.3 Environmental Law.** Any federal or state regulation promulgated to regulate Hazardous Substances, including, but not limited to, the Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq. ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613) ("SARA"), Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., Federal Hazardous Materials Transportation Control Act, 49 U.S.C. Section 5101 et seq., Federal Clean Air Act, 42 U.S.C. Section 7401 et seq., Federal Water Pollution Control Act, Federal Water Act of 1977, 33 U.S.C. Section 1251 et seq., Federal Insecticide, Fungicide and Rodenticide Act, Federal Pesticide Act of 1978, 7 U.S.C. Section 136 et seq., Federal Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., Federal Safe Drinking Water Act, 42 U.S.C. Section 300f et seq., Washington Water Pollution Control Act, RCW Chapter 90.48, Washington Clean Air Act, RCW Chapter 70A.15, Washington Solid Waste Management Recovery and Recycling Act, RCW Chapter 70A.205, Washington Hazardous Waste Management Act, RCW Chapter 70A.300, Washington Hazardous Waste Fees Act, RCW Chapter 70A.218, Washington Model Toxics Control Act, RCW Chapter 70A.305, Washington Nuclear Energy and Radiation Act, RCW Chapter 70A.388, Washington Radioactive Waste Storage and Transportation Act of 1980, RCW Chapter 70A.390, Washington Underground Petroleum Storage Tanks Act, RCW Chapter 70A.325, and any regulations promulgated thereunder, all as amended from time to time.
- 25.4 Fiscal Year.** A twelve-month period commencing July 1 and ending June 30 of the following calendar year.
- 25.5 Ground Lessee.** Refers to Bellingham Public School District No. 501 and its predecessors, successors, and assigns.
- 25.6 Hazardous Substances.** Shall include, without limitation:
- (a) Those substances included within the definition of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613) ("SARA"), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) ("RCRA"), and the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., and in the regulations promulgated pursuant to said laws, all as amended.
 - (b) Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto).

- (c) Any material, waste, or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, or (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. 1251 et seq. (33 U.S.C. § 1321), (v) listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317), (vi) flammable explosives, or (vii) radioactive materials.
- (d) Those substances defined as "dangerous waste," "hazardous waste," or as "hazardous substances" under the Water Pollution Control Act, RCW 90.48.010 et seq., the Hazardous Waste Management Act, RCW 70A.300 et seq., the Toxic Substances Control Act, 15 USC 2601 et seq., the Model Toxics Control Act, RCW 70A.305 et seq., and in the regulations promulgated pursuant to said laws.
- (e) Such other substances, materials, and wastes which are or become regulated as hazardous or toxic under applicable local, state, or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

25.7 Improvements. The approximately 16,000 square foot Program facility and related space and property to be constructed or present on the Real Property.

25.8 Law. Any constitution, statute, ordinance, regulation, rule, judicial decision, administrative order, or other requirement of any federal, state, county, municipal, or other governmental agency or authority having jurisdiction over the Parties or the Premises, or both, in effect either at the time of execution of this Ground Lease or at any time during the Term, including, without limitation, any regulation or order of a quasi-official entity or body (e.g. board of fire examiners or public utilities); and all rules, laws, and regulations arising under Title III of the Americans with Disabilities Act and the regulations issued thereunder by the United States Department of Justice.

25.9 Legal Requirements. All obligations with respect to all applicable local, state, and federal laws, ordinances and regulations, and other governmental rules and orders now or hereafter in effect, whether or not presently contemplated, applicable to the Premises or its ownership, operation, use or possession, including (without limitation) all those relating to parking restrictions, building codes, zoning, life safety requirements, or other land use matters, and the Americans with Disabilities Act of 1990, as amended. state, or local laws or regulations.

25.10 Liens. As defined in Section 6.1 of this Ground Lease.

25.11 Personal Property. Equipment, furniture, and other movable personal property placed in or on the Premises by Ground Lessee.

25.12 Premises. The Real Property and Improvements to be located thereon situated in the City of Bellingham, Whatcom County, Washington.

- 25.13 Real Property.** The land on which the Premises are located, as more particularly described in Exhibit A.
- 25.14 Rent.** Fixed Rent as defined in Section 3 of this Ground Lease.
- 25.15 Term.** The period set forth in Section 2.3.
- 25.16 College.** Whatcom Community College, an agency of the State of Washington.
- 25.17 Year.** Each succeeding year of the term, commencing with the Commencement Date and ending with the date which is one (1) day less than one (1) year later.

SECTION 26 | AUTHORITY.

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

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

Dr. Greg Baker, Superintendent
Bellingham Public Schools

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

Dr. Kathi Hiyane-Brown, President
Whatcom Community College

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

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

GROUND LESSOR ACKNOWLEDGEMENT

STATE OF WASHINGTON

County of Whatcom

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

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

Signature of Notary Public

Printed Name: _____

Notary Public in and for the State of Washington

Residing at _____

My commission expires _____

COLLEGE ACKNOWLEDGEMENT

STATE OF WASHINGTON

County of Whatcom

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

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

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

GROUND LESSEE ACKNOWLEDGEMENT

STATE OF WASHINGTON

County of Whatcom

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

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

Signature of Notary Public

Printed Name: _____

Notary Public in and for the State of Washington

Residing at _____

My commission expires _____

EXHIBIT A – PROPERTY INFORMATION AND DESCRIPTION

Parcel 380212426126 | 1-A (46128)

PARCEL 1-A CORDATA SPECIFIC BINDING SITE
PLAN NO 14 AS REC BOOK 2 BINDING SITE
PLANS PG 16

15,382 SF (.35 acres)

Parcel 380212416126 | 1-B (46116)

PARCEL 1-B CORDATA SPECIFIC BINDING SITE
PLAN NO 14 AS REC BOOK 2 BINDING SITE
PLANS PG 16

10,927 SF (.25 acres)

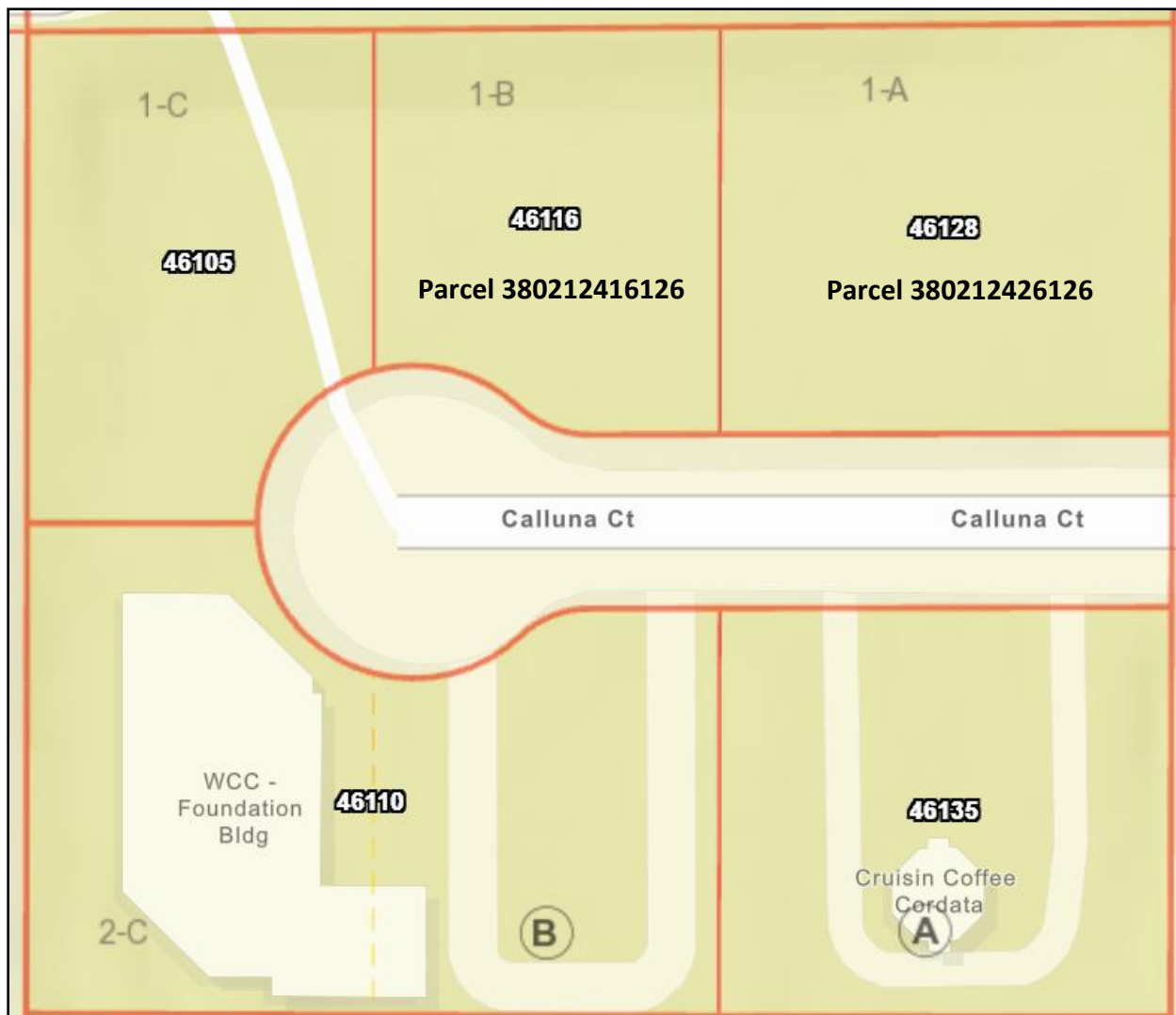


EXHIBIT B – DRAFT PRELIMINARY PLAN OF DEVELOPMENT

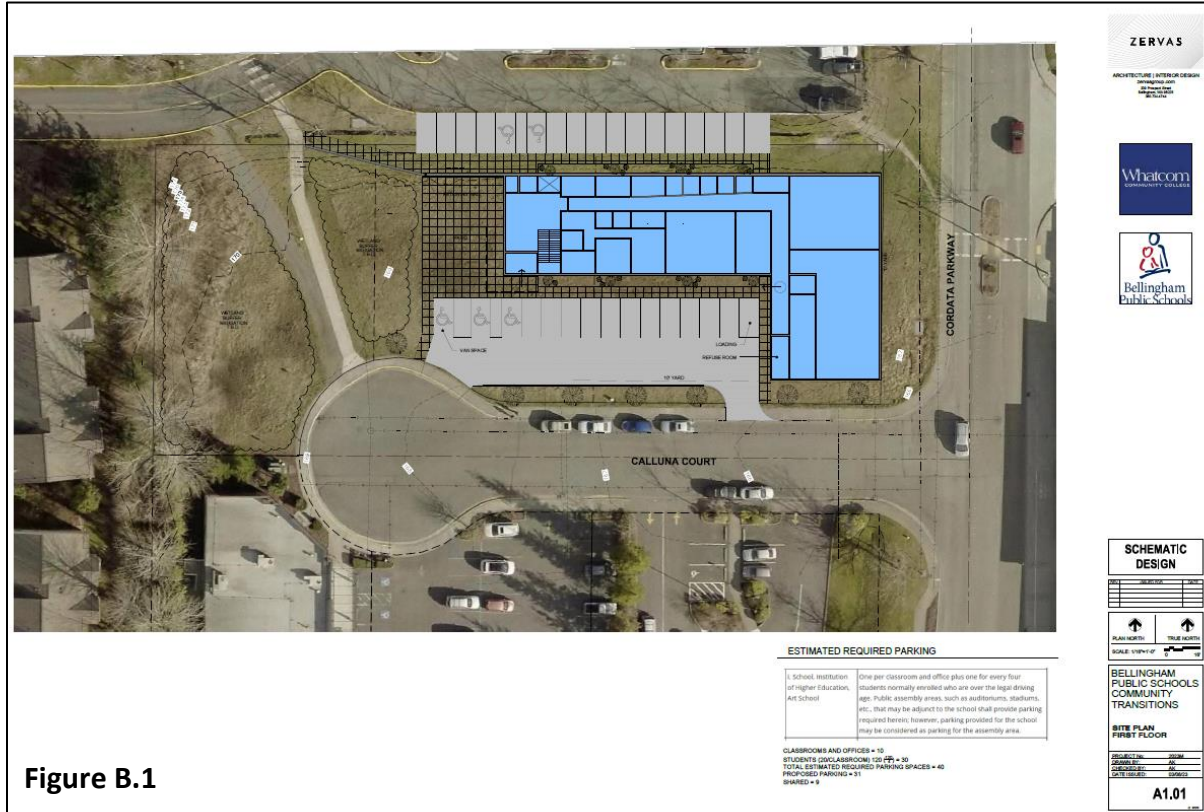


Figure B.1



Figure B.2

EXHIBIT B – DRAFT PRELIMINARY PLAN OF DEVELOPMENT (continued)

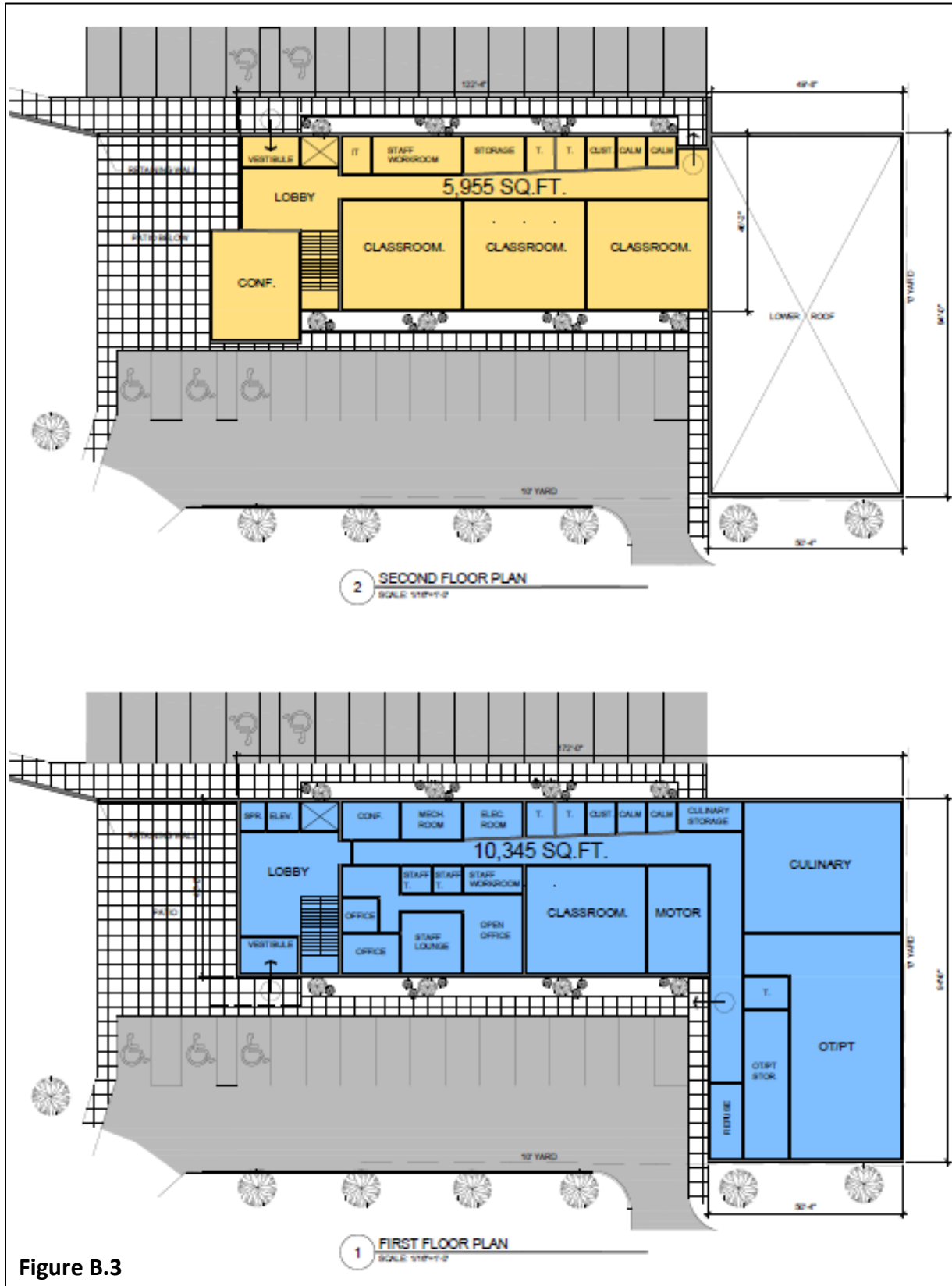


Figure B.3

EXHIBIT C – BUILDING CONDITION RATING

A facility condition analysis shall provide an overall assessment of the condition and adequacy of the Facility. The condition analysis is performed by rating the condition or adequacy of 20 building system and operating characteristics.

There are three evaluation criteria for each characteristic to provide a relative ranking of the standard of good, average, or poor. A rating of 1, 3, or 5 is assigned to each of the three evaluation criteria for each characteristic.

Each characteristic has an associated weighting score that is multiplied by the rating assigned to that characteristic to generate a score. The scores for all 20 characteristics are totaled to provide an overall rating score for a facility.

The scoring range for a facility, based on the weighted scores for all 20 characteristics, multiplied by the rating for each characteristic, is between 146 and 730, with the following thresholds:

- 146-175 = Superior
- 176-275 = Adequate
- 276-350 = Needs Improvement/Additional Maintenance
- 351-475 = Needs Improvement/Renovation
- 476-730 = Replace or Renovate

Facility characteristics and respective weighting, as indicated in parentheses, are as follows:

<ul style="list-style-type: none">• Structure (8)• Exterior Closure (8)• Roofing (10)• Floor Finishes (6)• Wall Finishes (6)• Ceiling Finishes (6)• Doors and Hardware (6)• Elevators (6)• Plumbing (8)• HVAC (8)	<ul style="list-style-type: none">• Electrical (8)• Lights/Power (8)• Life/Safety (10)• Fire Safety (10)• Modifications (7)• Maintenance (7)• Remaining Life (6)• Appearance (6)• Insulation (6)• Glazing (6)
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The facility condition analysis aligns with evaluation process used by the State Board for Community and Technical Colleges (SBCTC) for all state-owned buildings/facilities.

Whatcom

COMMUNITY COLLEGE

Reports to the Board of Trustees

October 18, 2023 Meeting

- **ASWCC – Alaina Hirsch, President** (1.3 Promote student access through quality services and resources, 1.4 Provide students with mentors, internships, and career preparation, 2.1 Increase collaboration and communication to serve collective needs across the College)

Civic Engagement

- In coordinated efforts with the League of Women Voters Bellingham/Whatcom County (LWVBWC) during Welcome Week, 59 students completed paper voter registration forms, over 230 students participated in civic engagement conversations, and over 280 voting information pamphlets/bookmarks were handed out.
- Thell Bidet, the ASWCC Executive VP, is working with LWVBWC to draft questions for the ASWCC designee to take to the Bellingham Mayor and City Council Candidate Forum on October 17th.
- The ASWCC Executive Board is in the process of recruiting and creating a selection committee for ASWCC Senator positions.
- An ASWCC Executive Board Panel was held with the intent of introducing the new members of Executive Board to the student body, educating students about how student government affects them, and which positions are currently open. There were six students and two advisors in attendance in addition to the Executive Board. The items of concern during the panel discussion were: childcare, campus activities that bring representation for students of color, recommendations for amending the ASWCC Bylaws, and student staff pay (minimum wage) with not enough student positions to get student initiatives met.

ASWCC Clubs

- ASWCC Club trainings are in progress with 5 clubs in the process of becoming chartered.

ASWCC Executive Board Advocacy and Engagement Activities

- The ASWCC Health and Wellness Committee was attended by 4 students and 1 advisor. The committee identified the following advocacy issues that they would like to learn more about and try to address this year: Childcare, Food Accessibility when the Cove is closed, Gender Neutral bathrooms and showers in the SRC.
- The ASWCC Executive Board is partnering with WCC instructors who are willing to make time in their classes for presentations about ASWCC Senate positions and the purpose of the ASWCC. Four class presentations happened in September.
- ASWCC Representatives have been appointed to Faculty Tenure Committees and College Governance Committees.

➤ **WCCFT—Tresha Dutton, Co-president and Barry Maxwell, Co-president**

- Faculty are back and ready for the 2023-24 academic year. During opening week, the faculty union hosted a pizza lunch for all faculty, which was well attended. The informal gathering was a time for faculty to reconnect with one another. More events like this will be planned throughout the year.
- The executive committee of the union and president's cabinet participated in the 1st PERC training session, as part of the ULP settlement agreement. Two additional sessions are planned for October.
- This year's WCCFT executive committee includes:
 - Tresha Dutton & Barry Maxwell, Co-Presidents
 - Cindie Kuhn, Vice President for Adjunct Faculty
 - Leslie Glenn, Vice President for Full-Time Faculty
 - Tara Blanton Hughes, Secretary
 - Seth Greendale, Treasurer
 - Darcie Donegan, Membership Chair
 - Erin Graham, Bargaining Chair
- Tresha Dutton & Barry Maxwell have met with President Kathi and Vice President Nate twice in the last month to talk about the vacated Vice President for Instruction position and next steps. A timeline for recruitment and job announcement have been discussed. The process is moving along in a timely and collaborative way.
- Erin Graham met with Vice President Nate to begin bargaining discussions for this year.
- The open house for Dr. Thomas, interim Vice President for Instruction, was a good kickstart to introductions and conversations. The faculty union looks forward to working with him.

➤ **Administrative Services—Nate Langstraat, Vice President**

- **Campus Store** (4.1 Offer programs, services, and facilities that support college needs and market demands, 3.1 Ensure all students have access to campus resources that support educational success)
 - With the college's increasing return to face-to-face course sections and general operations, the Campus Store has seen good growth in textbook rentals. For F23, 143 Whatcom students rented textbooks, saving a combined \$7,062 over the corresponding purchase price of their new or used textbooks.
 - One of the campus store's goals for 2023-24, is to increase the quantity and variety of WCC logo merchandise available for sale at the Campus Store and ultimately for those items to be seen throughout the community. The store has added new WCC Orca shirts, Whatcom wordmark wine glasses and large 32oz insulated stainless steel water bottles, and retro styled Orca caps.
 - In store retail sales continue to rebound significantly at the Campus Store. For September, in store sales topped \$10,000 for the first month in two years.
 - Whatcom's Inclusive Access (IA) program continues to grow. For F23, eleven course sections utilized Inclusive Access as their preferred course material fulfillment program. Inclusive Access provides digital course materials via a course section's Canvas based link. As students register, they incur a course

fee for the material. Students can choose to opt out of the program and waive the fee by the 14th day. Publishers extend an approximate 40% discount on those materials to the college and ultimately students for participation in the IA program.

- **Conference & Event Services (CES)** 4.1 Offer programs, services, and facilities that support college needs and market demands)
 - Agreements have been confirmed for Roots of Empathy Instructor Training, Colton Dixon & Jordan Feliz Love + Light Concert, Cascade Connections Meetings, National Labor Relations Board Meetings, 567 Workshops, Rangers Soccer, WCASA Soccer and Bellingham Warriors Lacrosse.
 - Conference & Event Services will support the following internal events: NW Youth Services Conference, Foundation Donor Appreciation Breakfast, Meet & Greet Counselors with Therapy Dog, Club Fair, WCHSCR Fall Transfer Fair, Bellingham Schools Levy Committee meetings, Advisory Committee Kick-Off & Registration, Financial Aid Council Meeting and the Futures NW Learning with Leaders Conference.

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

- **Financial Aid:** (1.3 Promote student access through quality services and resources; 3.1 Ensure all students have access to campus resources that support educational success)
 - Fall disbursement of aid went extremely well. For Fall 2023 we had \$2,224,805 that was sent to students at the start of the quarter vs \$1,252,458 in Fall 2022. This was a 44% increase in first week funding availability.
 - We are currently reviewing and awarding files submitted in the month of September 2023. Many other schools in our state have only caught up to March and April 2023 files.
- **K-12 Partnerships** (2.3 Strengthen partnerships with K-12 and higher education institutions. 2.4 Foster learning, service, and leadership opportunities through community partnerships. 4.2 Increase college enrollment and secure resources for the continued viability of the College)
 - Running Start FTE increased 17% from 629 in Fall 2022 to 738 in Fall 2023. Unduplicated head count rose 16% from 823 in Fall 2022 to 951 in Fall 2023.
 - Received the [Limitless Learning Grant](#) in partnership with Mount Baker School District and the Mount Baker Scholarship Foundation. This grant is designed to increase opportunities for postsecondary enrollment for high school students.
 - Due to legislative changes to dual credit programs:
 - Running Start is now permanently offered in the summer; (2) Running Start eligible students now have a limit of 1.4 FTE up from 1.2 FTE
- **Entry and Enrollment Services** (1.3 Promote student access through quality services and resources; 3.4 Revise policies, practices, services, and curricula from an equity-based lens)
 - Fall 2023, we received 4640 admissions applications vs. 2456 admissions applications for Fall 2022. Of the 4640 apps, over 1,000 were potentially fake/fraudulent
 - We have received 527 admissions applications for Winter 2024 vs 94 apps for winter 2023 at this time last year. 72 have been identified as fake/fraudulent

- 2758 FTE for Fall 2023 vs 2601 for Fall 2022 (+6%)
- 3766 Headcount for Fall 2023 vs 3533 for Fall 2022 (+6%)
- Entry & Enrollment Services Offices participated in three Express Enrollment Events over the summer. 121 students attended those three events. 98 of those students were enrolled as of the first week of the quarter.
- 423 degrees and certificates awarded Spring 2023 vs 517 in Spring 2022
- 97 degrees and certificates awarded Summer 2023 vs 107 in Summer 2022
 - The changes in degree and certificate numbers can be attributed to our lower enrollment during Fall 2022 and Fall 2021, which is when students who are completing their programs now would have begun.

- **Office of Student Life and Development (OSLD)** *(1.3 Promote student access through quality services and resources, 1.4 Provide students with mentors, internships, and career preparation, 2.1 Increase collaboration and communication to serve collective needs across the College, 2.2 Create teaching and learning communities, 3.1 Ensure students have access to campus resources that support educational success, 4.1 Offer programs, services, and facilities that support college needs and market demands)*
 - Welcome week festivities during the first week of classes for fall quarter were well-attended and created multiple opportunities for meaningful engagement. Events included:
 - A Welcome Back BBQ – which was an opportunity for students to mingle and connect with each other to celebrate the kickoff of a new academic year. 410 people checked-in to the event.
 - The Orca Athletics Pep Rally was an opportunity to make WCC students aware that we have 5 athletic teams on our campus and to introduce them to the athletes while they mingled. Students heard a few words from representatives from Athletics and leaders from each team, and then cheered on the Orca soccer teams. 111 people checked-in to the pep rally event.
 - Movie Night was an opportunity to bring friends and gather. 82 people attended movie night.

- **TRIO Upward Bound** *(Goal 1.1 Improve student success in retention, completion, transfer, and employment; Goal 1.3 Promote student access through quality services and resources).*
 - *Summer Academy:* **29** students engaged in the 6-week summer academy, which featured college visits, cultural enrichment activities and classes taught by WCC faculty and students from the WWU Woodring School of Education.
 - *Upward Bound Students at WCC this fall:* **6** UB students who graduated HS in June 2023 are enrolled at WCC this fall.
 - *Current Upward Bound Numbers:* We are currently serving **45** students in the 23-24 cohort.

- **TRIO Student Support Services** *(Goal 1.1 Improve student success in retention, completion, transfer, and employment; Goal 1.3 Promote student access through quality services and resources)*
 - Served 126 students in our 2023-24 cohort and are therefore well on our way to meeting the grant objective of serving 140 students by August 31, 2024

- Partnered with the Intercultural Center to host weekly group study sessions in the IC during fall quarter. 20 students attended the first session on 9/27.
- Launched TRIO 101, a 9-week workshop series to help students understand their learning styles and create systems for academic success. Target audience = TRIO students who are new to WCC this fall or who have a cumulative GPA below 2.0.
- **Access & Disability Services** (*3.1 Ensure all students have access to campus resources that support educational success; 3.3 Increase services focused on supporting marginalized student populations to close the equity gap in student outcomes; 4.3 Provide ongoing opportunities for faculty and staff professional growth*)
 - 241 students with disabilities are registered with ADS. This compares with 205 students at the end of Fall Quarter 2022.
 - 49 student accommodation applications were received in the month of September compared with 34 during Sept 2022.
 - ADS team presented *Reaching Out to Students with Long Covid* presentation during Opening Week. 12 participants from across campus divisions attended.
 - Presented disability awareness training *Accessibility in All We Do* to ASWCC student leaders.
- **Athletics & Recreation** (*Goal 1.3 Promote student access through quality services and resources, 2.5 Cultivate community awareness and support for the college, Goal 3.5 Improve recruitment and retention of diverse students, faculty, staff, and administrators*)

Recreation

- SRC July facility usage was up overall compared to last year. July 2022: 167 people accessed; July 2023: 587 people accessed.
- SRC August facility usage was up overall compared to last year. August 2022: 439 people accessed; August 2023: 853 people accessed.
- SRC September facility usage was up overall compared to last year. September 2022: 1688 people accessed; September 2023: 2233 people accessed.

Athletics

- Volleyball is currently 8-9, 4th place in NWAC North (top 4 teams make playoffs).
- Men's Soccer is currently 3-4-5, 5th place in NWAC North (top 3 teams make playoffs).
- Women's Soccer is currently 2-6, 5th place in NWAC North (top 3 teams make playoffs).
- Volleyball hosted the NWAC North Invitational August 25-26th. We hosted North Idaho College, Highline College, Everett CC, Yakima Valley College, and Pierce College. Orcas went 2-2.
- Tutoring Center Study Hall Sessions have been established for each team.
- Hosted first Financial Aid/Workforce Education workshop with about 30 student athletes in attendance.
- Fall Sport Teams had successful fundraising campaigns:

- Men's Soccer \$6,500
- Volleyball \$4,000
- Women's Soccer \$3,700
- **Intercultural Services** (*Goal 3.3 Increase services focused on supporting marginalized student populations to close the equity gap in student outcomes, 4.3 Provide ongoing opportunities for faculty and staff professional growth*)
 - On September 29, our department took 4 Intercultural Peer Navigators (ICPNs) to attend the iDREAM Conference at Skagit Valley College. This conference focused on raising awareness regarding the unique contribution and challenges of the undocumented community, and how we can better support undocumented students on our campuses. Through a keynote presentation and 3 breakout sessions, the ICPNs were able to engage in conversations with peers and educators from across the state on DEI issues centered around the undocumented community. This was an enriching learning and networking experience for our students, and they are eager to apply this learning to support our local undocumented community.
 - We have had 11 new students sign up for our peer mentoring services for the current school year. Our ICPNs have been busy reaching out and connecting with these students, helping them get acclimated to life as an Orca. The main focus in these initial mentoring meetings has been getting to know each mentee and ensuring they have the support and resources they need to participate successfully in their classes.
- **Residence Life** (*Goals 1.1 Improve student success in retention, completion, transfer and employment; 1.2 Foster student learning through student-centered teaching and learning practices; 1.3 Promote student access through quality services and resources; 2.1 Increase collaboration and communication to serve collective needs across the College; 2.2 Create teaching and learning communities; 2.5 Cultivate community awareness and support for the College*)
 - We currently have 195 residents out of a capacity of 230: 32% international students (down from 51% last fall) and 28% athletes

➔ **Instruction— Steven Thomas, Interim Vice President**

- **Workforce** (*4.1 Offer programs, services, and facilities that support college needs and market demands; 4.2 Increase college enrollment and secure resources for the continued viability of the College.*)
 - Eight high school and 14 middle school students participated in the Guys & Guts workshops on Saturday, June 3 (high school in morning, middle school in afternoon). Students rotated through three labs: medical assisting, nursing, and physical therapist assistant. Each lab was led by WCC faculty and students. Of the 22 participants. Of the 20 participants who completed the post-event evaluation, 100% said they were “more interested” or “much more interested” in a healthcare career as a result of attending the event. The workshops were funded by a Perkins Non-Traditional Employment & Training grant with additional support from the Area

Health Education Center for Western Washington and were offered at no charge to participants.

- As part of the Boys & Girls Clubs of Whatcom County Workforce Wednesdays summer programming (in coordination with NWESD 189), eleven students ranging from 6-11th grade (plus ESD and Boys & Girls Club staff) visited the Health Professions Education Center on Aug. 16 to learn about careers in healthcare. Following presentations on interest profilers and college pathways, students enjoyed hands-on activities in the medical assisting and physical therapy assistant labs led by faculty and program students. One of the Boys & Girls Club chaperones commented afterward that this was the most engaged this group had been as part of the summer series. Participation of adjunct faculty and program students was funded by a Perkins Leadership grant.
- **International Programs** (3.5 *Improve recruitment and retention of diverse students, faculty, staff, and administrators; 4.1 Offer programs, services, and facilities that support college needs and market demands; 4.2 Increase college enrollment and secure resources for the continued viability of the College.*)
 - **New international Student Enrollment Data**
 - 182 international students are currently enrolled. This is down 28% from the previous year.
 - 60 new international students enrolled from the following countries: Canada, China, France, Germany, Hong Kong, India, Indonesia, Italy, Japan, Malawi, Malaysia, Norway, South Korea, Taiwan, and Vietnam.
 - 40 new international students arrived for in-person learning with about 30 moving into Cedar Hall, and 8 new students to homestay.
 - 20 new online students joined Whatcom this fall from outside the US, including 10 from partner schools in China and 6 from a new partner school in Indonesia.
 - **International Enrollment Management**
 - International Programs staff participating in student recruitment this fall in Japan (SEP), Vietnam (OCT), and Malaysia/Indonesia/Thailand (NOV).
 - Analysis into the cause of the drop in enrollments is an urgent priority. There has been a noticeable lack of unsolicited inquiries about international admission (prospective international students contacting Whatcom about admission) for the last few quarters. Roughly 80% of applicants enroll through contracted recruiting partners; nearly 20% of international students enroll through exchange agreements with partner universities (in Japan); less than 5% come from unsolicited inquiries (online searches).
 - Technological issues may be involved in the low number of online inquiries:
 - Whatcom's website provider (Granicus) is blocking the College's website in Russia, China, Iraq, Iran, Indonesia, Brazil, Peru, Finland,

Netherlands, Austria, Germany, Denmark, France, Philippines, Ireland, and South Korea.

- Emails from potential students and recruiting partners outside the US are occasionally (but regularly) blocked.
- International Programs has been in contact with IT and Marketing and Communications to request solutions.
- **Community & Continuing Education** (2.5 *Cultivate community awareness and support for the College; 2.6 Engage with business and industry to strengthen regional economic development.*)
 - Received SBCTC Job Skills Program (JSP) grant award of \$174,000 to provide lean manufacturing, leadership, workplace communications, and DEI training for incumbent employees of Bramble Berry and Brooks Manufacturing for FY24.
 - CCE's open enrollment registrations for fall 2023, to date, have increased by 46 percent compared to fall 2022.
- **Academic Programs** (1.1 *Improve student success in retention, completion, transfer and employment. 1.2 Foster student learning through student-centered teaching and learning practices. 2.2 Create teaching and learning communities. 2.3 Strengthen partnerships with K-12 and higher education institutions. 2.5 Cultivate community awareness and support for the college. 3.4 Revise policies, practices, services, and curricula from an equity-based lens. 4.1 Offer programs, services, and facilities that support college needs and market demands.*)
 - **Bachelors of Applied Science in Social Work** (4.1). Thirteen students started the program in fall of 2023 as the inaugural cohort of the Bachelors of Applied Science in Social Work. These students intend to fill behavioral health needs within Whatcom county and many intend to pursue Master's degrees to become fully licensed social workers.
 - **Engineering** (2.2). The Engineering, Math and Society Learning Community, a new alternative entry pathway into engineering program, was launched. The National Science Foundation (NSF) is partnering with WCC's engineering, math, English, and history departments to improve social-emotional factors (e.g. confidence, persistence, and a sense of belonging) vital to student's success.
 - **English** (3.4). WCC's English faculty have published on Whatcom's commitment and implementation of equitable English placement in the award-winning book titled, *Writing placement in the two-year college: the pursuit of equity in post-secondary education* (2022). The chapter addresses WCC's placement process from being one of the most restrictive in the state to one of the most open. See press release on August 18, 2023.
- **Grant Activities** (*Grant Activities: 1.1 Improve student success in retention, completion, transfer, and employment. 1.4 Provide students with mentors, internships, and career preparation. 2.2 Create teaching and learning communities. 2.3 Strengthen partnerships with K-12 and higher education institutions. 3.1 Ensure all students have access to*

campus resources that support educational success. 2.6 Engage with business and industry to strengthen regional economic development. 4.1 Offer programs, services, and facilities that support college needs and market demands. 4.3 Provide ongoing opportunities for faculty and staff professional growth.)

- **NCyTE (National Cybersecurity Training & Education Center)**
 - Participated in the launch of the Biden-Harris Administration’s 2023 National Cybersecurity Strategy on July 31st. President Kathi was a panelist at an event, National Cyber Workforce and Education Strategy: Unleashing America’s Cyber Talent, hosted by the Atlantic Council. The event featured keynote speakers Kemba Walden, Acting National Cyber Director, Rob Shriver, Deputy Director of the US Office of Personnel Management, and others. A recording of the event is available at <https://www.atlanticcouncil.org/event/unleashing-americas-cyber-talent/>.
 - Hosted the inaugural in-person CyAD (Cybersecurity Across Disciplines) Conference on August 1st and 2nd at Moraine Valley College in Palos Altos, Illinois. This conference brought together community and technical college faculty from diverse disciplines to address cybersecurity concerns in business, manufacturing, healthcare, critical infrastructure, retail, engineering, and banking and finance. It provided an opportunity to explore the intersections between cybersecurity and these various fields, identify common challenges, and develop strategies to strengthen cybersecurity education and practices in our respective fields. Over 160 faculty from a number of institutions attended.
 - Sponsored a cybersecurity jobs event at Alvin Community College in Alvin, Texas. The event brought employers and academia together. Over thirty representatives from industry, government, business, academia, and students attended.
 - Held GenCyber Camps at Whatcom Community College and Northwest Indian College. The camps provide cybersecurity experiences for students and teachers in high school and middle school. Thirty-eight students participated.
- **ACCCE (Accelerating Community College Cybersecurity Excellence (Microsoft))**
 - Collaborated with NCyTE on two workshops for 26 faculty teaching cybersecurity from NCyTE member institutions to expand their knowledge, earn an industry certification, and strengthen their ability to incorporate new cybersecurity content into their curriculum. The workshop titles were Microsoft Azure Security Technologies, and Cybersecurity and Programming for IoT (Internet of Things) Technicians.
 - As part of the Faculty Fellowship Program for college/university students interested in teaching cybersecurity, NCyTE held the second of two orientation workshops followed by an intensive eight-day summer boot camp - two days on the Moraine Valley Community College campus and six days virtual. Twenty-seven students completed the orientation workshops and 19 continued to participate in the summer boot camp. The program is

designed to introduce and prepare participants for a career path of teaching cybersecurity in a community college setting.

➔ **Assessment and Institutional Research (AIR) (4.6 Apply assessment and evaluation data to inform decisions.)**

- The outcomes assessment committee (OAC) updated WCC's core learning abilities (CLAs). CLAs are the overarching skills taught and reinforced throughout a student's time at WCC. WCC's CLAs are communicating, quantitative reasoning, information literacy, social justice, and thinking critically. The OAC also created a more meaningful assessment process, which is linked to the course outcomes process. New CLA posters are now posted in all classrooms.
- The AIR office has started working on WCC's year 6 policies, regulations, and finances review accreditation report. Responses were collected this summer with the intent of determining what standards are lacking (because some requirements are new), so there will be sufficient to develop/update the policies/procedures by spring 2025 (the official due date).
- During opening week the AIR office (Peter Horne and Anne Marie Karlberg) coordinated two workshop sessions about "Advancing equity: An introduction to WCC's interactive course enrollment and course success dashboards and reports". Paul Frazey (chemistry faculty), Melanie Zabel (psychology faculty), and Jason Babcock (the learning center director) also shared how they have used student success data in their areas to close equity gaps.
- Over the summer, the senior research analyst (Peter Horne) completed rebuilding the instructor-specific course success dashboard; updated the [program/discipline improvement process](#) (PIP/DIP) datasets with 2022-23 data; rebuilt the [retention](#), [graduation](#), and [graduate transfer](#) two-pagers for ctLink; and updated the course- and program-specific two pagers for 2022-23 course success ([annual](#) and [quarterly](#)). See the [data resources webpage](#) for a list of dashboards and reports.

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

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

Marketing team continues to review Online Marketing Analytics marketing campaign such as Running Start Campaign which included five ads that from March 1 – June 30, 2023. All ad iterations will be created based on engagement, feedback and most importantly performance of the ad. The data also provide the team the ability to account for the exact cost of a click from a prospective student and create budgets going forward annually. The

focus is to deliver what a student prefers visually and information wise—and to continually refine our delivery for the best engagement.

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

- Customer Relationship Management: Web Request for Information: Successfully launched and made live on the website on August 2, 2023
- Running Start It's not too late to enroll for WCC's Fall 2023 Targeted Online/Email Campaign
- Donor Appreciation Breakfast- invitation, poster boards etc.
- PTA Program Recruitment
- Orca Food Pantry Campaign
- Fall quarterly newsletter
- WCC Outreach Viewbooks (prospective students) and branded folders
- Athletics Schedule Brochure
- International Programs Vertical Banner Marketing Asset
- Financial Aid: FAFSA WASFA mini campaign
- Program Rack Cards 17 brochures
- Area of Study Rack Cards (7 brochures)
- Social Media College Department campaigns
- WCC Style Guide and Branding Update
- WCC Style Guide for Student Life and Development Quick Reference Guide
- Review College Assets for Branding: Student Life and Development, Athletics, Intercultural Center, Center of Excellence for Cybersecurity

Student Appeal Campaigns:

- Fall Tuition Due Reminder Campaign
- News on the Go/bathroom poster (new initiative) Student Awareness
- Mental Health Awareness: Campaign
- Writing Center Poster

Campus signage:

- Syre Building: Orca Food Pantry window cling

Video or Photo shoots:

- Dr. Carolyn Simpson-Scott Farewell gathering – photos
- Orca Day Photos
- Lion's Club Signing September 7
- Service Awards September 12
- All College Day September 13
- Student Welcome BBQ September 20

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

- Bellingham Central Lions Club Donates \$9,000 to WCC Foundation to Fund Three Student Scholarships
- Whatcom Community College Launches New Alternative Entry Pathway into Engineering Program
- WCC Faculty Publish Article About WCC's Commitment to Equitable Placement
- Whatcom Community College Holds Express Enrollment Days
- Whatcom Community College Designated a Voter Friendly Campus

➤ **Foundation**

(2.5 Cultivate community awareness and support for the College; 3.3 Increase services focused on supporting marginalized student populations to close the equity gap in student outcomes)

- **Board**

- Two new WCC Foundation Board members have joined the Board:
 - Shawn Kemp's term began on September 19th
 - Bruce Burpee's term begins on November 21st. Bruce will serve on the Finance and Audit Committee of the Board.
- A Scholarship Campaign Committee has been established to lead a \$100,000 12-month campaign to increase scholarship support for WCC students.

- **Fundraising**

- **Fiscal year-to-date:** Roughly \$40,000 in donations received; a new \$100,000 scholarship endowment and a signed intention agreement of a bequest.

- **Student Engagement**

- The WCC Foundation awarded 237 students \$490,000 in scholarship funding for the '23-'24 school year. In total, we were able to award about 54% of student applicants.
- WCC Foundation staff attended the Fall Welcome Back BBQ to meet with students and create awareness about the scholarship opportunities available to them through the Foundation. Staff interacted with most attendees and distributed scholarship application process materials. It was tremendously successful.

- **Events**

- **Phyllis & Charles Self Private Tour**

- On Friday, September 17th. 65 personal friends of Phyllis and Charles Self attended a tour of the Learning Commons and lunch on the Terrace. Numerous WCC staff were involved in an extremely successful cultivation event. One attendee made a first-time leadership-level gift to scholarships. A second guest has decided to include WCC in their Estate and would like to make a Presidents Circle annual gift. Both were a direct result of the Tour.

- **WCC Retired faculty & staff Tour**

- 12 retired WCC faculty and staff spent an afternoon on campus, touring Cedar Hall and the Phyllis and Charles Self Learning

Commons. Multiple staff hosted the group for the private tour and strengthened the bonds between WCC and the retirees.

- **Lions Club Visit**
 - On September 7th, President Kathi met with the Bellingham Central Lions Club leadership and accepted a generous gift of \$9,000 from the Lions Club to the WCC Foundation created three \$3,000 student scholarships.



PROPOSED

**2024 Meeting Schedule of
The Board of Trustees**

Second Wednesday of the Month (per WAC 132U-104)
2:00 p.m. (unless otherwise noted with an *)

Whatcom Community College
Laidlaw Building (LDC 143), 237 W Kellogg Road
Bellingham, WA 98226

Wednesday, January 10

Wednesday, February 14

Wednesday, March 13

Wednesday, April 10

Wednesday, May 8

Wednesday, June 12

Tuesday and Wednesday, August 27-28* (Board Retreat)

Wednesday, October 9

Wednesday, November 13

Wednesday, December 11