

REGULAR
MEETING OF THE BOARD OF TRUSTEES
OF THE EVERGREEN STATE COLLEGE

Thursday, August 12, 1982
The Evergreen State College Campus
Daniel J. Evans Library, Room 3112
Olympia, Washington

Trustees Present: Robert J. Flowers Absent: Wesley E. Berglund
Herbert Gelman Jane B. Sylvester
Thelma A. Jackson

Representatives to the Board Present: Betty Estes, Faculty
Absent: Georgette Chun, Staff
Theresa Connor, Student
Janice Wood, Alum

Staff Present: Mike Bigelow, Executive Assistant to the Vice President
for Business
Jim Duncan, Central Services Supervisor
Les Eldridge, Assistant to the President and Director
of Community Relations
Dan Evans, President
Chuck Fowler, Director of College Relations
Lynn Garner, Coordinator of Student Activities
Rita Grace, Recording Secretary
Ken Jacob, Director of Auxiliary Services
Arnaldo Rodriguez, Director of Admissions
Larry Stenberg, Dean of Student and Enrollment Services
Stone Thomas, Director of Educational Support Services
Ken Winkley, Director of Facilities and Services
Karen Wynkoop, Controller
Byron Youtz, Vice President and Provost
See permanent roster for others attending

Others Present: Bob Davis, Student (S & A Board)
Thomas LaBelle, Com Co Communications
Richard Montecucco, Senior Assistant Attorney General
See permanent roster for others attending

The meeting was called to order by Chairman Gelman at 1:40 PM. Mr. Gelman explained the informal dress of the Trustees—a tour of campus preceding the public meeting. Shifting of agenda items occurred in order to assure a quorum present during consideration of action items.

PRESIDENT'S REPORT

1981-82 Marketing Plan Evaluation (Fowler)

Chuck Fowler expressed appreciation for Barbara Smith's efforts in chairing the Enrollment Coordinating Committee during his absence (due to health).

Mr. Fowler reviewed the 1981-82 marketing goals: to increase enrollment and to attract a diverse group of students who are interested in Evergreen's liberal arts education; to increase retention by 2 percent over the previous year; to create a more effective consumer-orientation within the admissions office; to increase the enrollment of Third World and women students in the entering class; to increase efficiency and effectiveness of college enrollment efforts by coordinating college relations and admissions activities closely with other related units; and to improve overall public awareness and understanding and support for the college. The difference from the previous year's goals is the addition of retention efforts. Mr. Fowler distributed a flow chart demonstrating that 90 percent of the marketing activities (6 basic goals, 13 objectives and 212 strategies) are either fully or partially completed. Enrollment for the past three years has increased an average of 18 percent, with a similar trend in retention. Statistics for fall 1982 include: inquiries - up 3.1 percent; applications - down 2 percent (Third World down 15 percent); admissions - down 28 percent (Third World - 8 percent); and retention - up 1 percent. Mr. Fowler mentioned that public awareness was increasing--the college has been selected as one of the 12 best but least known colleges in the US by the editor of the New York Times; the November issue of Seventeen Magazine will feature Evergreen as one of the top 12 colleges in the nation.

Larry Stenberg reviewed the 1981-82 retention program, indicating that an ongoing retention monitoring committee has been established to review progress on a monthly basis. A high-quality orientation series, involving visits to academic programs, has been developed in cooperation with faculty. Issues addressed included the college's mission, how Evergreen works, how students can take advantage of resources, and social/cultural issues faced by students.

Mr. Fowler also discussed Third World and Vancouver marketing programs, the cost-effective admissions publications program, initiation of the state executive training program, intercollegiate cooperation with OTCC and community College District 12, TV public service announcements, and marketing concerns for 1982-83. Mr. Fowler invited participation of the Trustees in the marketing program.

Steve Hunter's most recent estimate for fall quarter is just over 2400, with an annual average of 2230. Principal areas of decline: in-state two-year transfers and out-of-state transfers.

In response to Trustee Flowers' question regarding efforts to be made between now and the start of school to increase enrollment, Mr. Fowler distributed an outline of the summer marketing plan.

Parking Policy Revisions (Jacob)

Ken Jacob told Trustees that, as a result of the May reorganization, parking reverted to Security; he also reviewed major recommendations for change: (1) implementation of a citation system in lieu of impounding violators' vehicles; (2) increase rate of fine; and (3) establishment of a review committee of faculty, staff and students. Trustees will review the revised policy in September, with a public hearing in October.

Quarterly Finance Report (Flowers)

Trustee Flowers briefly discussed items reviewed by the Finance Committee.

TELEPHONE SYSTEM BIDS - Action

Ken Winkley recommended acceptance of the proposal submitted by Pacific Telecom, Inc. for the college's telephone system and reviewed their qualifications. Mr. Winkley discussed the work of the PBX evaluation committee. Mr. Winkley distributed a cost break-down for the PBX telephone system, indicated the system could be installed and paid for with the current budget, and projected a cost savings of \$646,508 over a ten-year period (based upon current level of service). The estimated contract price of \$604,413 relates only to the equipment lease figures at 14 percent interest. The PNB Centrex system is not able to serve the College's needs as well as a PBX system and, over the years, Centrex will be more expensive. Mr. Winkley responded positively to Trustee Flowers' question regarding the financial analysis of Pacific Telecom.

Jim Duncan discussed the committee's review of the bids. Tom LaBelle, with Com-Co. Communications Consultants, Inc., endorsed the selection of Pacific Telecom, Inc., discussed message unit billing, and responded to questions.

Motion 82-35 Chairman Gelman moved acceptance of the proposal submitted by Pacific Telecom, Inc., of Vancouver, Washington, to serve Evergreen's telecommunications requirements, with authorization for the lease or purchase agreement to be negotiated and approved by Dick Schwartz, Vice President for Business. Seconded by Mrs. Jackson and passed.

1982-83 SERVICES AND ACTIVITIES BOARD ALLOCATIONS - Action

Bob Davis, coordinator for the S & A Board, requested approval of the S & A allocations August, 1982 through June, 1983 (June and July, 1982 allocations were previously approved by the Board). Mr. Davis reiterated that the reduction to 2300 FTE students will impact the reserve fund.

Motion 82-36 Mr. Flowers moved approval of the 1982-83 Services and Activities Board allocations totaling \$609,093. Seconded by Mrs. Jackson and passed.

1982 FIRE PROTECTION CONTRACT - Action

Ken Winkley informed Trustees that final negotiations with the McLane Fire District resulted in Evergreen's agreeing to provide major repairs to the pumper truck and medic unit purchased by Evergreen and operated by McLane; the Fire Department agreed to provide ongoing maintenance. In response to a question from Trustee Flowers, Mr. Winkley indicated the college provides insurance on the vehicles.

Motion 82-37 Mr. Gelman moved approval of the attached fire protection agreements with Thurston County District No. 9 to provide fire prevention and suppression and emergency medical services to the college for the following periods: August 1, 1982 through December 31, 1982 and

January 1, 1983, to be terminated by either party effective December 31 of any year. Seconded by Mr. Flowers and passed.

MONTAGUE'S REQUEST FOR INDEMNIFICATION - Action

Chairman Gelman reviewed discussion which had occurred last month regarding indemnification of Bill Montague. Mr. Montecucco told Trustees he had met with Jim Anest and Bill Montague, that there will be substitution of counsel, and that he will work with the parties toward settlement.

Motion
82-38

Mr. Gelman moved approval of attached Resolution No. 10-82, entitled "Resolution of the Board of Trustees of The Evergreen State College concerning defense of William C. Montague." Seconded by Mrs. Jackson and passed.

APPROVAL OF MINUTES - Action

Motion
82-39

Mrs. Jackson moved approval of the minutes of the July 14, 1982 meeting as distributed. Seconded by Mr. Flowers and passed.

ESTABLISHMENT OF SHORT-COURSE FEE AUTHORITY - Policy Discussion and Action

Byron Youtz reviewed the proposal to offer short courses, no more than three quarter hours of credit per course; and recommended approval of a resolution delegating authority to the Provost and Academic Dean in charge of part-time studies to establish fees for these self-supporting short courses. These courses would be offered to state workers, alumni and others on either a credit-generating basis with additional work or for continuing education credit but would not be counted as part of the college FTE enrollment.

Trustee Flowers reported the issue had been reviewed and approved by the finance committee (at its July 20 meeting).

Motion
82-40

Mr. Flowers moved approval of attached Resolution No. 11-82, entitled "Resolution of the Board of Trustees of The Evergreen State College authorizing certain individuals to establish fees for self-supporting short courses." Mrs. Jackson requested summary reports on a quarterly basis and seconded the motion. Motion passed.

HEALTH SERVICES FEE - Policy Discussion

Larry Stenberg mentioned the state law which now allows for establishing fees for specific services (as long as collection of those fees returns to that service); 50 percent of Evergreen's students are on financial aid; and Evergreen's hesitation in establishing a mandatory fee for health services. However, Mr. Stenberg indicated the staff would like to have authority to establish a mandatory health fee of \$15 per quarter for all students enrolled in on-campus programs for 10 or more credit hours. The college would request flexibility in implementing this fee (only when absolutely necessary). Such fee may be necessary as early as winter quarter 1982-83 or probably no later than fall quarter 1983-84. Other institutions have established or are planning to implement a fee for health services.

Trustee Flowers mentioned that the Finance Committee had discussed this issue and before finalizing wanted to explore other avenues. Another concern of the Committee was the various fees recently implemented. There will be a report at the next meeting regarding mandatory and optional fees affecting students.

President Evans mentioned that the 1983-84 catalog, which will be printed prior to the next meeting, should include mention of a health fee. Chairman Gelman agreed he would like to see a caveat in the catalog regarding this potential fee.

1983-85 BIENNIAL CAPITAL AND OPERATING BUDGET REQUESTS - Policy Discussion

Mike Bigelow expressed appreciation of Jon Collier and Darrell Six for completion of the 1983-85 capital budget document, which he distributed to Trustees. Mr. Bigelow indicated Trustees would be polled by phone for approval of the capital request totaling \$14,321,700.

Mr. Bigelow told Trustees the operating budget will represent a \$33.3 million request (including equipment replacement). He discussed formula percentages which determine the instruction, library and plant operations budgets, and mentioned the budget contains a continued request for merit pay for faculty and exempt. Provost Youtz suggested an ICAO conference call regarding consistency of institutional formula percentages.

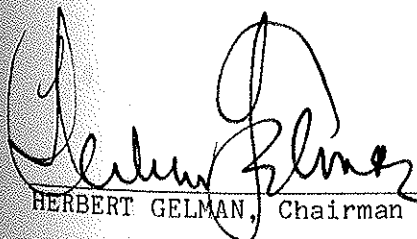
OTHER BUSINESS AND ADJOURNMENT

Chairman Gelman reminded Trustees of the September 2 Trustee retreat, beginning at 10:30 AM on campus.

Mrs. Grace asked about Trustee attendance at the AGB meeting on October 4 and 5. Chairman Gelman will check with others.

The next meeting will be September 9 at 1:30 PM.

The meeting adjourned at 3:45 PM.


HERBERT GELMAN, Chairman


ROBERT J. FLOWERS, Secretary

Attachments

rg

August 1, 1982 → December 31, 1982
RECEIVED
AUG 2 - 1982

FIRE PROTECTION AGREEMENT

T.E.S.C.
OFFICE OF THE ATTORNEY GENERAL

8-12-82
This agreement is entered into between THE EVERGREEN STATE COLLEGE, hereinafter referred to as "College" and THURSTON COUNTY FIRE PROTECTION DISTRICT NO. 9, hereinafter referred to as "District".

It is the purpose of this agreement to provide the terms and conditions under which the District shall provide fire prevention and suppression services and emergency medical services to the College. This agreement is entered into under the authorization of RCW 28B.40.190 and RCW 52.36.020 and in compliance with Chapter 38.34 RCW.

To carry out the purposes of this agreement, the parties agree as follows:

1. District Services and Facilities. The District agrees to provide the following services and facilities to the College.
 - 1.1 To provide sufficient paid or volunteer personnel at the expense of the District to provide continuous fire suppression service and emergency medical service to the College. Such services shall be supplied from facilities located outside of the College campus as the District, in its discretion, shall deem to be the most effective and economical. Such services shall be provided by the use of vehicles and equipment furnished by the College and the District. The allocation of personnel and equipment shall be determined by the District.
 - 1.2 To enter into such mutual aid agreements with adjacent fire protection districts and cities as the District deems necessary for the reasonable protection of the College; provided, that the District is capable of negotiating such contracts.
 - 1.3 To provide fire prevention inspections of College facilities in the District. All facilities will be inspected annually for compliance with county and national fire prevention codes. A report will be submitted to the Director of Facilities and Services at least annually detailing violations and recommended corrective action.
 - 1.4 To coordinate with the College Safety Officer for pre-fire planning to insure timely and effective fire suppression and emergency medical services. The District will review all plans for new construction and remodeling to insure compliance with county and national codes. The District will also review College plans for large group activities, such as graduation, to insure compliance with county and national standards for fire prevention.
 - 1.5 To provide the operating, maintenance and repair costs for the rescue vehicle and the fire pumper. Repairs in excess of \$500 for these vehicles will be paid by the College as provided in paragraph 2.7.

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2. College Services and Facilities. The College agrees to provide the following services and facilities for the use of the District:
 - 2.1 To provide a rescue vehicle and fire pumper for use by the District to utilize in provision of fire and medical related services both on campus and within the District. Ownership rights to the vehicles, as well as any licensing responsibility, shall remain with the College.
 - 2.2 To provide for the replacement of the rescue vehicle and the fire pumper through the establishment of a replacement account in the College Motor Pool. The replacement reserve will be accounted for in accordance with generally accepted accounting principles. For accounting purposes the lives of the rescue vehicle and the fire pumper are estimated at ten and fifteen years respectively.
 - 2.3 To provide for comprehensive and collision insurance on the fire pumper and rescue vehicle.
 - 2.4 The College will pay the District \$1.06 per year on an annualized basis for each \$1,000 of property located within the District for fire suppression. The value of the property will be equal to the assessed valuation established by the Thurston County Assessor's most current evaluation as of the beginning of the contract year.
 - 2.5 The College will pay the District \$.23 per year on an annualized basis for each \$1,000 of property located within the District for Emergency Medical Service. The value of the property will be determined as outlined in 2.4 above.
 - 2.6 The College will pay the District \$.05 per year on an annualized basis for each \$1,000 of property located within the District for fire inspection and pre-fire planning, as outlined in paragraphs 1.3 and 1.4 above. The value of the property will be determined as provided in 2.4 above.
 - 2.7 The College will pay for major repairs to the College's fire pumper and rescue vehicle. Major repairs are defined as repairs costing in excess of \$500 that will be capitalized on the vehicles and adjust the depreciable base.
3. Payment. Payments by the College as set forth in Article 2 of this agreement shall be in consideration for all services supplied by the District. The payment shall be made on September 1, 1982.
4. Status of the Parties. The College and the District shall each perform all services and carry out all responsibilities under the terms of this agreement as independent contractors and neither, by virtue of this agreement, shall be considered an agent or agency of the other.
5. Appropriation. It is understood and agreed that any and all payments and contributions on the part of the College hereunder are expressly contingent upon the appropriation of sufficient funds therefor by the Washington State Legislature.

6. Joint Board for Administration. The College and the District shall each designate two persons, all of whom shall constitute the joint board for implementation and interpretation of this agreement. The joint board shall have no authority to modify or revise the terms of this agreement. In the event the joint board shall be unable to reach an agreement on any matter before it, such matter shall be referred to the legal counsel of the respective parties for resolution. The determination of the method of the operation of the District and the method of providing services by the District shall be the sole responsibility and authority of the District.
7. Termination. This agreement shall be effective for the period beginning August 1, 1982, and ending December 31, 1982. Notice of termination may be given at any time for any violation of this agreement. Such notices shall be in writing and delivered or mailed to the other party not later than thirty (30) days prior to the termination of the agreement.

DATED this 16th day of July, 1982.

THE EVERGREEN STATE COLLEGE

THURSTON COUNTY FIRE PROTECTION DIST. #9

By: _____
Vice President for Business

By: J. W. Williams
Chairman, Board of Commissioners

Reviewed by: R. M. Winkler
Director of Facilities and Services

Beverly M. Austin
Secretary

Approved as to Form:

(Richard M. Montecucco)
Assistant Attorney General

Reviewed by: Jack B. Wenger
Fire Chief

July 12, 1982
Date

January 1, 1983 → December
RECEIVED

FIRE PROTECTION AGREEMENT

JAN 2 - 1982

T.E.S.C.
OFFICE OF THE SUPERINTENDENT

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 - 1.2 To enter into such mutual aid agreements with adjacent fire protection districts and cities as the District deems necessary for the reasonable protection of the College; provided, that the District is capable of negotiating such contracts.
 - 1.3 To provide fire prevention inspections of College facilities in the District. All facilities will be inspected annually for compliance with county and national fire prevention codes. A report will be submitted to the Director of Facilities and Services at least annually detailing violations and recommended corrective action.
 - 1.4 To coordinate with the College Safety Officer for pre-fire planning to insure timely and effective fire suppression and emergency medical services. The District will review all plans for new construction and remodeling to insure compliance with county and national codes. The District will also review College plans for large group activities, such as graduation, to insure compliance with county and national standards for fire prevention.
 - 1.5 To provide the operating, maintenance and repair costs for the rescue vehicle and fire pumper. Repairs in excess of \$500 for these vehicles will be paid by the College as provided in paragraph 2.7.

00087

2. College Services and Facilities. The College agrees to provide the following services and facilities for the use of the District:
 - 2.1 To provide a rescue vehicle and fire pumper for use by the District to utilize in provision of fire and medical related services both on campus and within the District. Ownership rights to the vehicles, as well as any licensing responsibility, shall remain with the College.
 - 2.2 To provide for the replacement of the rescue vehicle and the fire pumper through the establishment of a replacement account in the College Motor Pool. The replacement reserve will be accounted for in accordance with generally accepted accounting principles. For accounting purposes the lives of the rescue vehicle and the fire pumper are estimated at ten and fifteen years respectively.
 - 2.3 To provide for comprehensive and collision insurance on the fire pumper and rescue vehicle.
 - 2.4 The College will pay the District for fire suppression at the rate approved by the voters in the District which includes old or future bonds.
 - 2.5 The College will pay the District for Emergency Medical Service at the Medic I rate approved by the voters in the County.
 - 2.6 The College will pay the District \$.05 per \$1,000 of assessed valuation for pre-fire planning and fire inspection as specified in paragraphs 1.3 and 1.4. The value of the property will be equal to the assessed valuation established by the Thurston County Assessor's most current evaluation as of the beginning of the contract year.
 - 2.7 The College will pay for major repairs to the College's fire pumper and rescue vehicle. Major repairs are defined as repairs costing in excess of \$500 that will be capitalized on the vehicles and adjust the depreciable base.
3. Payment. Payments by the College as set forth in Article 2 of this agreement shall be in consideration for all services supplied by the District. The payments shall be made on an annualized basis on February 1 and August 1 for the periods beginning January 1 and July 1 of each calendar year.
4. Status of the Parties. The College and the District shall each perform all services and carry out all responsibilities under the terms of this agreement as independent contractors and neither, by virtue of this agreement, shall be considered an agent or agency of the other.
5. Appropriation. It is understood and agreed that any and all payments and contributions on the part of the College hereunder are expressly contingent upon the appropriation of sufficient funds therefor by the Washington State Legislature. In the event that the Legislature fails to appropriate funds in support of the contract, the contract will become null and void.

6. Joint Board for Administration. The College and the District shall each designate two persons, all of whom shall constitute the joint board for implementation and interpretation of this agreement. The joint board shall have no authority to modify or revise the terms of this agreement. In the event the joint board shall be unable to reach an agreement on any matter before it, such matter shall be referred to the legal counsel of the respective parties for resolution. The determination of the method of the operation of the District and the method of providing services by the District shall be the sole responsibility and authority of the District.
7. Termination. This agreement is effective January 1, 1983, and may be terminated by either of the parties effective December 31 of any year, by the giving of notice by one party to the other. Notice of termination may be given at any time for any violation of this agreement. Such notices shall be in writing and delivered or mailed to the other party not later than thirty (30) days prior to the termination of the agreement.

DATED this 16th day of July, 1982.

THE EVERGREEN STATE COLLEGE

THURSTON COUNTY FIRE PROTECTION DIST. #9

By: _____
Vice President for Business

By: J. W. Williams
Chairman, Board of Commissioners

Reviewed by: Richard M. Winkler
Director of Facilities and Services

Donald M. Austin
Secretary

Reviewed by: [Signature]
Fire Chief

Approved as to Form:

(Richard M. Montecucco)
Assistant Attorney General

July 15, 1982
Dated

THE EVERGREEN STATE COLLEGE

RESOLUTION NO. 10-82

RESOLUTION OF THE BOARD OF TRUSTEES OF
THE EVERGREEN STATE COLLEGE
CONCERNING DEFENSE OF WILLIAM C. MONTAGUE

WHEREAS, William C. Montague, through his attorney, has requested indemnification concerning the lawsuit which has been filed against him; and

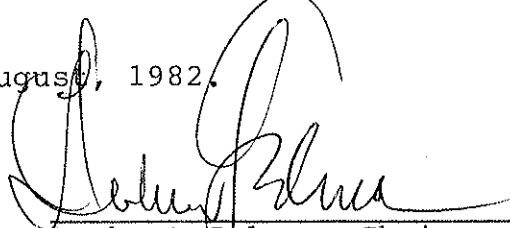
WHEREAS, the activities which gave rise to the lawsuit were those involving Mr. Montague as an Evergreen student and reporter on the Cooper Point Journal; and

WHEREAS, the Board believes under the circumstances that partial indemnification should be granted:

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees hereby requests the Attorney General's office to provide a defense for Mr. Montague in this action in Thurston County Superior Court entitle Rauh, et al. v. Montague; and

BE IT FURTHER RESOLVED that this indemnification being granted is solely for costs and defenses of the lawsuit from the effective date of this resolution forward and does not include indemnification for payment of any portion of a judgment which may be entered.

DATED this 12th day of August, 1982.



Herbert Gelman, Chairman
Board of Trustees

ATTEST:


ROBERT J. FLOWERS, Secretary
Board of Trustees

THE EVERGREEN STATE COLLEGE
RESOLUTION NO. 11-82

RESOLUTION OF THE BOARD OF TRUSTEES OF
THE EVERGREEN STATE COLLEGE
AUTHORIZING CERTAIN INDIVIDUALS TO ESTABLISH FEES
FOR SELF-SUPPORTING SHORT COURSES

WHEREAS, the Board of Trustees of The Evergreen State College recognizes the positive value to the college and recognizes a need for service to the community by the establishment of a "short course" program, the Board wishes to establish a pilot program in 1982-83 for specialized audiences;

WHEREAS, because of the short duration of such courses and their starting and stopping throughout the quarter, they are not suitable to be treated as part of the college's full-time equivalent enrollment; and in order to assure the self-supporting nature of these courses, the college will have to treat each as a cost center and set quite different rates between courses.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees wishes to delegate to the Provost and the Academic Dean in charge of part-time studies the authority to establish fees for self-supporting Short Courses in which no more than three quarter hours of credit per course are involved.

BE IT FURTHER RESOLVED that accounting will be separate from other courses to confirm and assure the Board at regular intervals that this activity is on a firm financial basis.

BE IT FINALLY RESOLVED that priority will be given to offering courses on the subsidized full-time equivalent basis to build enrollment whenever possible and applicable.

Approved by the Board
August 12, 1982