

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

Thursday, December 15, 1983
The Evergreen State College Campus
Daniel J. Evans Library, Room 3112
Olympia, Washington

Trustees Present: Herbert Gelman
Thelma A. Jackson
George E. Mante
William Robinson
Jane B. Sylvester

Representatives
to the Board
Present: Julie Grant, Alum
Burt Guttman, Faculty
Darlene Williams, Student
Myrna Zolyomi, Staff

Staff Present: Walker Allen, Registrar
Eleanor Dornan, Alumni Coordinator
Rita Grace, Recording Secretary
Patrick Hill, Vice President and Provost
Steve Hunter, Director of Institutional Research
Duke Kuehn, Member of the Faculty
Stan Marshburn, Assistant to the President
John Perkins, Academic Dean
Dick Schwartz, Acting President
Oscar Soule, Member of the Faculty
Sue Washburn, Director of College Relations and Development
Ken Winkley, Director of Facilities and Services
Karen Wynkoop, Acting Vice President for Business
See permanent roster for others attending

Others
Attending: Denis Curry, Council for Postsecondary Education
Annette Newman, WashPIRG
Kim Nelson, WashPIRG
Lloyd Peterson, Attorney General's office
Gerald Pollet, WashPIRG
William Ryan, WashPIRG
See permanent roster for others attending

Chairman Jackson called the meeting to order at 10:00 AM. Lloyd Peterson attended representing the Attorney General's office and Darlene Williams represented students.

Presidential Selection Committee

Rudy Martin reported on the progress of the presidential selection committee, mentioning the number of applicants, the high cost of newspaper advertising (nearly \$1000 over advertising budget), and future time frames.

APPROVAL OF FIRE PROTECTION CONTRACT - Action

Ken Winkley reviewed the fire protection contract and recommended approval, indicating there is no substantial change from last month except that the question of responsibility had been resolved by reverting to the language in last year's contract. Trustee Gelman pointed out two minor changes in sections 1.4 (inclusion of the word "instruction") and 1.9 (Board of Administration).

Motion 83-67 Mr. Gelman moved approval of the fire protection agreement between The Evergreen State College and Thurston County Fire Protection District No. 9 (McLane), effective January 1, 1984 (and terminated by either party December 31 of any year, with appropriate notice), with inclusion of the corrections in sections 1.4 and 1.9. Seconded by Mr. Mante and passed.

COLLEGE LOGO/SEAL - Action

Sue Washburn reported positive results of a poll (requested by Trustee Sylvester) regarding the Evergreen tree logo and recommended making this symbol official. Additionally, she recommended that the college begin to integrate it consistently as the long range planning process is begun and that the college's graphic identity be examined.

Motion 83-68 Mr. Mante moved that the "tree" logo be recognized as the official Evergreen emblem and that it be made a consistent part of the college's identity; that the "tree" be incorporated into an official college seal; and that Evergreen's total graphic identity be examined as the college begins long-range planning efforts. Seconded by Mrs. Sylvester and passed.

APPROVAL OF MINUTES - Action

Motion 83-69 Mr. Mante moved approval of the minutes of the November 10, 1983 meeting. Mr. Gelman seconded the motion and pointed out errors on pages 3 and 6 (meet instead of treat; litigation instead of legislation). The motion passed as amended.

GOALS AND OBJECTIVES

Chairman Jackson announced that the Trustees will discuss goals and objectives and long-range planning at the January 12 work session.

TESC ALUMNI ASSOCIATION CHARTER - Policy Discussion

Julie Grant reviewed the development of the Alumni Association Articles of Incorporation and mentioned a suggestion from Rich Montecucco (regarding non-profit status). Trustee Sylvester, in keeping with Evergreen style, felt it appropriate that other alumni and the rest of the college be informed. Sue Washburn responded that the initial construction of the bylaws included input from alumni 4 - 5 years ago and that the consensus process has occurred. The charter will be considered for approval at the January meeting.

SOUTHWEST WASHINGTON JOINT CENTER FOR EDUCATION - Policy Discussion

Dick Schwartz told Trustees that the Southwest Washington Joint Center for Education was created by the Legislature last year in the high technology phase of higher education legislation and mentioned that the language of the enabling statute makes reference to the cooperation of the existing colleges and universities (including Evergreen) in providing baccalaureate and graduate work. He pointed out that the agreement will not affect Evergreen's course offerings in Vancouver but has to do with special short courses offered by the Center. Barbara Smith told Trustees about the Advisory and Administrative Council for the Joint Center, reporting that she felt it was a model of community and various educational institutions working together cooperatively that is without parallel. In response to a question from Trustee Gelman, Ms. Smith reported that Clark and WSU are to provide programmatic offerings and Evergreen will provide short courses.

PRESIDENT'S REPORT

Calendar/Outline for Affirmative Action Policy Revisions.

Dick Schwartz reported plans to review and revise the affirmative action policy (aspects relating to employment) in time for policy discussion in April and action in May while students are still on campus and mentioned that the intercultural and curriculum concerns may not be ready until fall. The DTF has been organized into two subcommittees: the affirmative action employment policy and the intercultural literacy and curriculum subcommittees. Trustee Mante felt the student representation should be increased. Mr. Schwartz responded positively, indicating the entire group may be enlarged. Provost Hill added that a third study group may be added composed solely of faculty to work on the curriculum in preparation of the spring faculty retreat. After hearing concerns expressed by student Darlene Williams, Acting President Schwartz and Provost Hill indicated their intention and belief that these concerns would be addressed.

Career Executive Program

Duke Kuehn reported on the collaborative contract between the graduate program in Public Administration and the State Department of Personnel to provide core executive training workshops. The career executive program responded to legislation passed four years ago, an effort on the part of the Legislature to identify the top one percent of executives in the state and provide them training. He mentioned the positive reciprocal relation and exchange of information between state government and the MPA program.

Report on Study Groups within the State

Stan Marshburn reviewed the studies going on in the state which will affect public higher education to some extent and mentioned that the House Higher Education Committee will be dealing with the issue of whether or not there should be Boards of Trustees at each of the institutions or whether a single board should be instituted for all of higher education. He mentioned briefly the work of the 3609 Commission (which is seriously considering a proposal to open two new colleges in the state) and the Washington Roundtable.

Graduate Program Update

John Perkins, Academic Dean responsible for graduate programs, discussed the implications of the two graduate programs at Evergreen. In terms of total enrollments, the MPA program has 50 FTE students; the MES will have 25 FTE students the first year and 45 FTE students when fully developed. He also mentioned the demand for faculty, space and budgetary support; the need for library, computing and cooperative education support; and the effect on the quality of the intellectual life at the college.

1) Master of Public Administration Program. Duke Kuehn reviewed the MPA program, indicating three positive elements: stabilizing pattern of enrollment; increased quality of classes--students are largely drawn from state and local government; and increased public recognition for the program. He indicated his perception of an unclear understanding of where the graduate program stands within the curriculum; and expressed the opinion that the program was underfunded. The full-time component of the program has not grown to the dimensions anticipated.

2) Master of Environmental Studies Program. Oscar Soule told Trustees that over 400 students have expressed interest in the MES program, which opens in fall 1984, and that he anticipated 100 solid applicants. He distributed a publicity sheet which will be sent throughout the state. He indicated that he felt many of the students will be state workers. Dr. Soule also mentioned sources of employment for graduates of this program. The program is split equally between policy and environmental science, taught in the form of the coordinated study format.

Admissions Statistics/Fall 1983 Enrollment

Sue Washburn reported a 37 percent increase in applications and 60 percent in admissions for winter quarter (paid deposits are down 6 percent). There is an increase of about 5 percent in students registered. She mentioned also fall statistics, and attributed an increase in inquiries to the U. S. News and World Report article. Ms. Washburn highlighted the almost 7 percent increase in retention from fall, 1982 to fall, 1983. Chairman Jackson pointed out the 20.8 percent increase in the number of in-state direct from high school students. Trustee Gelman wondered about the possibility of capitalizing in the legislative arena on the positive attention Evergreen has received. Trustee Mante indicated the Board would like to go on record and publicly thank the faculty and the administration for this outstanding achievement.

Long-Range Planning

Acting President Schwartz indicated as the college begins the process of long-range planning, this would be an opportunity for Trustees to comment or make suggestions. Chairman Jackson felt that the discussion memo will be a good basis for Trustee discussion at the January work session.

WashPIRG Contract

Karen Wynkoop reviewed the inability of the administration and the representatives of WashPIRG to come to agreement regarding implementation of the funding mechanism for the WashPIRG fee. The administration does not believe that

it is a fee like any other fee but rather it is a fee for which the college is acting as a collection agent. Ms. Wynkoop indicated the language preferred by the college is taken in part from the contract and incorporates the word "optional." Her perception is that the language of the contract was subject to different interpretation by the several parties (optional vs. refundable). Trustee Gelman, who made the motion approving the WashPIRG chapter at the June meeting, felt the motion provided that the fees be withheld and WashPIRG would set up procedures to refund the money for those students who wanted it back. Ms. Wynkoop expressed concern on a procedural level since indeed the college would not disenroll students who refused to pay.

Kim Nelson distributed two options proposed by WashPIRG for alternate language, mentioned that 100 percent of the money collected does return to Evergreen, and told Trustees that WashPIRG is working with the Tacoma branch to establish a program that will be useful to students there.

Chairman Jackson expressed the perception that the Board had expressed reservations about the funding system (not the organization) in general and that Trustees had anticipated this confusion. Mutually agreed upon language is as follows:

The WashPIRG fee is a special refundable fee for a consumer and environmental organization directed by students. Non-payment of this fee will not block you from enrollment. If you do not wish to support WashPIRG, a refund may be obtained on the condition that you request the refund during a ten-day period designated by WashPIRG.

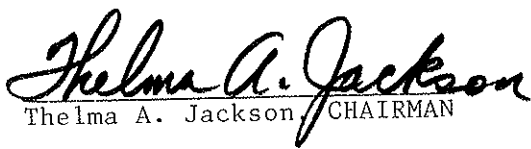
Ms. Wynkoop advised that for winter quarter billing statements have already been sent, some materials can be reprinted, but that not all issues can be resolved for winter quarter. Kim Nelson indicated that WashPIRG would work with the college staff to assist in this process.

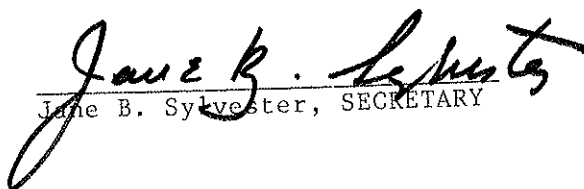
Trustee Robinson expressed concern about the location of the burden and the issue of enforcement. Ms. Nelson suggested the administration contact other institutions with WashPIRG chapters to see how the funding is handled.

DATE OF NEXT MEETING AND ADJOURNMENT

The date of the next meeting was set for January 12.

The meeting adjourned at 12:30 PM.


Thelma A. Jackson CHAIRMAN


Jane B. Sylvester, SECRETARY

FIRE PROTECTION AGREEMENT

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 288.40.190 and RCW 52.36.020 and in compliance with Chapter 39.34 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 on a regular systematic annual basis, coordinating a schedule with the campus Safety Officer. A report will be submitted to the Safety Officer monthly, detailing violations and recommended corrective action. Special inspections in areas of possible risk will be made on an "on-call" basis. Timely reports will be submitted 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, building evacuation and emergency services. This will include offering one CPR class per month to staff and faculty; provide first aid, fire fighting and fire protection instruction to the dormitory student managers at the beginning of each College academic year; provide a minimum of two personnel to assist the campus alarm technician in conducting the annual alarm tests (following State Fire Marshal's format); inspect, flow-test all fire hydrants annually; provide service calls in special areas, e.g. elevator rescue, chlorine leaks or hazardous materials handling; general rescue. The District will also review College plans for large group activities such as graduation, theatrical, musical programs to insure compliance with county and national standards for fire protection.

- 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.
- 1.6 Provide a monthly report consisting of a copy of each College F.I.R. filed, and data from medical reports describing illnesses or injuries treated on campus.
- 1.7 Provide an annual report such as the fire chief would provide to the commissioners summarizing operations, e.g. number and type of calls handled, manpower at the emergency scenes.
- 1.8 Provide lettering on the Kenworth pumper and rescue van to the effect that they are provided for use for the District by The Evergreen State College. Expense shall be assumed by the College.
- 1.9 Evergreen and McLane Fire Department shall jointly identify a time, date and situation once each year for a simulated campus emergency. McLane will at that time demonstrate manpower, pre-planning, training and equipment capabilities. A written review of the mock emergency by an evaluator to be selected by the Board for administration will fulfill a need of the College to audit paragraph 1.1 of this contract.
- 2.0 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 for 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, 1984, 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 15th DAY OF December, 19 83

THE EVERGREEN STATE COLLEGE

THURSTON COUNTY FIRE PROTECTION DISTRICT #9

By: Richard N. Schwaab By: Donald H. Winslow
Vice President for Business Chairman, Board of Commissioners

Reviewed: Kim M. Wain Beverly M. Anstern
Director of Facilities & Services Secretary

Reviewed: Robert L. Allen
Fire Chief

Approved as to form
30th day of Nov 1983
Richard M. Montecinos
ASSISTANT ATTORNEY GENERAL