

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

Thursday, December 9, 1976
The Evergreen State College Campus
Daniel J. Evans Library, Room 3112

The meeting was called to order by Chairman Tourtellotte at 10:55 AM.

Trustees Present: Thomas Dixon
Herbert D. Hadley
Halvor M. Halvorson
Raymond Meredith
Janet P. Tourtellotte

Staff Present: John Aikin, Director of Computer Services
Judy Annis, Acting Director of College Relations
Jovana Brown, Dean of Library Services
Dave Carnahan, Associate Dean of Library Services
Richard Cellarius, Member of the Faculty
Suzanne Feeney, Director of Development
Debbie Fetterly, Offset Duplicator - sitting with Board
Rita Grace, Recording Secretary
Helen Hannigan, Accountant
Steve Herman, Member of the Faculty
George Hom, Director of Counseling Services
Will Humphreys, Academic Dean
Rindetta Jones, Affirmative Action Officer
Edward Kormondy, Vice President and Provost
Charles McCann, President
Doris McCarty, Bookstore Manager
Carol Olexa, Member of the Faculty - sitting with Board
Willie Parson, Academic Dean
Robert Strecker, Director of Facilities
Ernest Thomas, Director of Third World Coalition
See permanent roster for others attending

Others Present: Howard Cook, Student
Colleen Hunt, Student
Ernie Jones, Student - sitting with Board
Richard Montecucco, Assistant Attorney General
See permanent roster for others attending

APPROVAL OF MINUTES - Action

Motion Mr. Hadley moved approval of the October 28, 1976 meeting
76-59 minutes as submitted. Seconded by Mr. Halvorson and passed.

PURCHASING AUTHORITY RESOLUTION - Action

President McCann requested approval of revision of a December 12, 1974 resolution authorizing certain individuals to enter into purchasing contracts to reflect a change in personnel.

Motion
76-60

Mr. Halvorson moved approval of Resolution No. 76-12 entitled "Resolution of the Board of Trustees of The Evergreen State College, authorizing certain individuals by appointment to enter into purchasing contracts on behalf of The Evergreen State College." Seconded by Mr. Dixon and passed.

FOUNDERS DAY RESOLUTION - Action

In celebration of the college's tenth year and the dedication of the new Communications Laboratory Building, President McCann requested that the Trustees resolve that a Founders Day be observed in the spring of 1977.

Motion
76-61

Mr. Meredith moved approval of Resolution No. 76-13 entitled "Resolution of the Board of Trustees of The Evergreen State College establishing Founders Day." Seconded by Mr. Halvorson and passed.

PUBLIC HEARING: STATE ENVIRONMENTAL POLICY ACT - Action

At 11:15 AM a public hearing was convened to consider revisions to that part of the Washington Administrative Code (WAC) relating to the State Environmental Policy Act (SEPA). The staff recommended approval of revisions to that part of WAC relating to SEPA. Richard Cellarius, Member of the Faculty, and Mike Ross, representing the Environmental Advisory Committee, spoke in favor of the revisions.

Motion
76-62

Mr. Halvorson, in accordance with Administrative Procedures Act requirements, moved approval of expansion of Evergreen's SEPA guidelines by the addition of WAC 174-140-180, -190, -220, -230, and -240. Seconded by Mr. Dixon and passed.

The public hearing concluded at 11:25 AM and the regular meeting resumed.

TESC FOUNDATION AGREEMENT - Action

President McCann recommended approval of an agreement between Evergreen and The Evergreen State College Foundation.

Motion
76-63

Mr. Meredith moved authorization of a contract between The Evergreen State College and The Evergreen State College Foundation, reviewed and approved by counsel, wherein the College will provide personnel, space, equipment, and other related operational services in exchange for services provided by the Foundation. Seconded by Mr. Dixon and passed.

PRESIDENTIAL SEARCH - Action

Trustee Hadley (1) reported that he and Trustee Dixon had served as an ex-officio committee, assisted by Trustee Halvorson, and had interviewed faculty, staff, and students and received their suggestions; (2) indicated that the Trustees had had preliminary discussion with Governor Evans; (3) read the charge the executive committee had prepared for the Presidential Selection Advisory Committee (see attached); and (4) presented suggested membership.

Comments and suggestions were received from Regon Unsoeld, Jovana Brown, Carol Olexa, Colleen Hunt, John Aikin, Joe Dear, Will Humphreys, Judy Annis, Dave Carnahan, among others.

Motion
76-64

Mr. Halvorson moved that the charge (attached) to the Members of the Presidential Selection Advisory Committee be approved as submitted. Seconded by Mr. Meredith and passed.

Motion
76-65

Mr. Hadley moved acceptance of the committee makeup with the following changes: (1) the addition in classified staff of Ben Wolfe, and (2) the addition of Rindetta Jones as a full voting member.

The composition of the Advisory Committee would then consist of:

2 Trustees -	Herb Hadley, Chairman Tom Dixon
4 Faculty -	Bill Brown Richard Jones Linda Kahan Maxine Mimms
3 Exempt Staff -	Dave Carnahan Dean Clabaugh Rindetta Jones
2 Classified Staff -	Helen Hannigan Ben Wolfe
2 Students	Colleen Hunt Bud Cook
1 Community -	Mark Hoehne
1 Alum -	Anne Lewin

Seconded by Mr. Dixon and passed.

It was agreed that a transcript of this portion of the meeting be made available to the community (available at the Information Center and President's office).

EMPLOYMENT CONTRACT WITH PRESIDENT - Action

The Trustees considered President McCann's request for a termination leave.

Motion
76-66

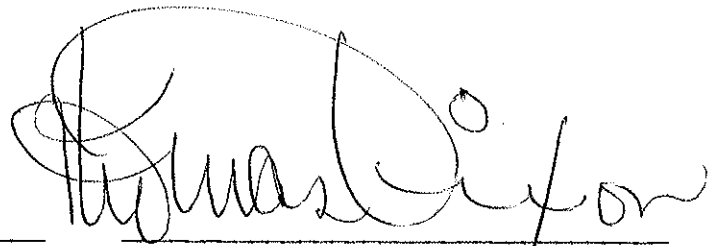
Mr. Halvorson moved approval of the modification of the employment contract with the President (approved by the Board on November 16, 1972), as is set forth in President McCann's letter of November 23, 1976 (attached).
Seconded by Mr. Meredith and passed.

DATE OF NEXT MEETING AND ADJOURNMENT

The date of the next Board meeting was set for January 27 (subsequently a special meeting was called for January 11).

The meeting was adjourned at 12:25 PM.


MRS. NEAL TOURTELLOTTE, Chairman


THOMAS DIXON, Secretary

Attachments:

Purchasing Contract Resolution
Founders Day Resolution
SEPA Revisions
TESC Foundation Agreement
Charge for Presidential Selection Advisory Committee
Employment Contract

THE EVERGREEN STATE COLLEGE

RESOLUTION NO. 76-12

RESOLUTION OF THE BOARD OF TRUSTEES OF THE
EVERGREEN STATE COLLEGE, AUTHORIZING CERTAIN
INDIVIDUALS BY APPOINTMENT TO ENTER INTO
PURCHASING CONTRACTS ON BEHALF OF THE
EVERGREEN STATE COLLEGE

WHEREAS, The Board of Trustees of The Evergreen State College recognizes the need for the execution of purchasing contracts on a day-to-day basis; and

WHEREAS, It is necessary for the continued operation of the college that certain persons be appointed to initially approve and execute such purchasing contracts; and

WHEREAS, The Board at its monthly meetings will be able to review and approve those purchasing contracts initially executed;

BE IT RESOLVED, By the Board of Trustees of The Evergreen State College that the following persons are hereby appointed to initially approve and execute, on a day-to-day basis, purchasing contracts for The Evergreen State College:

Charles J. McCann, President
Dean E. Clabaugh, Administrative Vice President
Kenneth M. Winkley, Business Manager
Arnold J. Doerksen, Director of General Services
Vernon P. Quinton, Buyer

December 9, 1976

THE EVERGREEN STATE COLLEGE

RESOLUTION NO. 76-13

RESOLUTION OF THE BOARD OF TRUSTEES OF
THE EVERGREEN STATE COLLEGE ESTABLISHING
FOUNDERS DAY

WHEREAS, The 1976-77 academic year represents the 10th anniversary of the founding of the College; and

WHEREAS, It seems right and honorable to celebrate the anniversary of its founding and to reaffirm the educational excellence for which it stands;

BE IT RESOLVED, That a Founders Day for The Evergreen State College be observed in the spring of 1977.

BE IT FURTHER RESOLVED, That all students, faculty and staff be excused from their regular duties to take part in the activities of Founders Day.

December 9, 1976

Chapter 174-140

STATE ENVIRONMENTAL POLICY ACT

[1]

WAC 174-14C-180 INTRODUCTION. When the Office of Facilities or another unit on campus begins to consider taking an action which might affect the environment (e.g., revising the master plan, constructing a new building or recreation facility, adding to an existing facility, landscaping, utilities modification or installation, or adopting or revising grounds maintenance policies), the College shall follow the steps outlined in WAC 174-14C-180 through 174-14C-240.

WAC 174-14C-190 CONSULTATION WITH ENVIRONMENTAL ADVISORY COMMITTEE. When the proposal's scope has been defined but otherwise early in the planning stages and before any commitments are made, the "responsible official," as provided for in WAC 174-14C-210, shall have those persons planning the project describe it to the environmental advisory committee provided for in EAC 174-164-060. That committee will review the proposal, may suggest changes or alternatives, and shall advise the responsible official on the steps required by chapter 43.21C RCW, the State Environmental Policy Act (SEPA), and chapter 197-10 WAC, SEPA Guidelines. The committee shall also be consulted during the preparation of any documents required by the above regulations, e.g., draft and final environmental impact statements (EIS), environmental checklist, and declaration of significance/non-significance.

*advised
7-20-76*
WAC 174-14C-200 STATE ENVIRONMENTAL POLICY ACT COMPLIANCE. It is the policy of The Evergreen State College that capital projects proposed to be developed by the college and other similar type activities shall be accomplished in compliance with chapter 43.21C RCW, the State Environmental Policy Act (SEPA), and in accordance with chapter 197-10 WAC, guidelines for State Environmental Policy Act Implementation.

*advised
7/29/76*
WAC 174-14C-210 STATE ENVIRONMENTAL POLICY ACT "RESPONSIBLE OFFICIAL". In compliance with chapter 197-10 WAC, the president of The Evergreen College or an individual designated to act for and on behalf of him shall be the "responsible official" for carrying out this policy.

WAC 174-14C-220 INFORMATION CENTER AND REGISTER DISTRIBUTION. The SEPA public information center required by chapter 197-10 WAC, shall be maintained in the Office of Facilities of The Evergreen State College. Copies or updates of the registers required by WAC 197-10-830(3) shall be sent as required by WAC 197-10-830(4) to the Sounding Board, the Information Center, the Cooper Point Journal, the Office of College Relations, members of the environmental advisory committee, and all other individuals and organizations that request them.

WAC 174-140-230 PUBLICATION OF NOTICE OF ACTION. Any action, as defined in WAC 197-10-040, undertaken by The Evergreen State College, shall be publicized as prescribed in RCW 43.21C.080. Notices published under this provision shall also be published in the Cooper Point Journal.

WAC 174-140-240 EMERGENCY PROCEDURES. If an emergency action is to be undertaken as described in WAC 197-10-180, the person responsible for the action shall, if at all possible, consult with the chairman of the environmental advisory committee in advance when calling a meeting of the full committee does not appear to be practicable. The chairman may recommend proceeding with the action, recommend alternatives, or recommend delay pending a meeting of the full committee.

AGREEMENT

This Agreement entered into by and between THE EVERGREEN STATE COLLEGE, hereinafter referred to as "College," and THE EVERGREEN STATE COLLEGE FOUNDATION, a nonprofit corporation, hereinafter referred to as "Foundation."

WITNESSETH:

WHEREAS, The Evergreen State College, pursuant to RCW 28B.40.120, subsection (10), may receive such gifts, grants, conveyances, devises and bequests of real and personal property from whatsoever source, as may be made from time to time in trust or otherwise, when under the terms and conditions thereof will aid in carrying out the College programs; and

WHEREAS, the College has from its express power to receive such gifts, grants, conveyances, devises and bequests of real and personal property from whatsoever source, the implied power to solicit same; and

WHEREAS, pursuant to RCW 28B.40.120, subsection (9), the College has the authority to enter into such contracts as the trustees deem essential to College purposes; and

WHEREAS, the Articles of Incorporation of the Foundation set forth in Article III the purpose of the Foundation to be as follows:

The foundation is organized in order to operate exclusively for the purposes of promoting, supporting, maintaining, developing, increasing and extending educational offerings and the pursuit thereof at or in connection with The Evergreen State College; and, in the furtherance of the foregoing, to conduct any and all scientific, literary, charitable and educational activities permitted both to an organization exempt under Section 501(c)(3) of the Internal Revenue Code, or acts amendatory thereof or supplementary thereto, and by chapter 24.03 RCW, as now or hereafter amended.

The phrase "educational offerings" as used in this article shall be construed to mean and include all activities designed to facilitate and/or enhance the cultural, educational, living and operational conditions at The Evergreen State College; establish, acquire, maintain, enlarge and expand the curriculums, services, faculty, staff and the real or personal properties of The Evergreen State College; and provide financial or other assistance to the students, faculty and staff of The Evergreen State College in their efforts to acquire an education.

The primary objective and purpose of the foundation is to create and found a charitable, educational, not-for-profit foundation for the sole benefit of The Evergreen State College, Olympia, Washington, to assist, strengthen and further in every proper and useful way the purposes, work and services of the college, and to develop, enhance and utilize the ties of interest, concern and affections existing between the college and its alumni and friends throughout the state and nation.

The parties agree as follows:

I.

A. The Foundation, its board of governors, officers and members agree to:

(1) Design and implement such programs and procedures among all The Evergreen State College constituents as to persuade continuous and special philanthropic support and benefactions to further the purposes of the corporation for the benefit of the entire college.

(2) Establish rules, regulations and procedures for the necessary management of all affairs of the corporation in consonance with the laws and regulations described in Section 501(c)(3) of the Internal Revenue Code of 1954, or acts amendatory thereof or supplementary thereto.

(3) Apply for and aid in the processing of applications for patents and copyrights; receive or purchase patents and copyrights, inventions, processes and discoveries; hold, manage, use and develop the same; sell, license or otherwise dispose of the same; and collect royalties thereon.

00130

(4) Accept, hold, administer, invest and disburse such funds and properties of any kind or character as from time to time may be given to it by persons or corporations absolutely or in trust, as the case may be; employ and retain proper employees, agents, experts, consultants, accountants, counselors, advisers and investment advisers for the proper accepting, holding, administering, investing and disbursing of such funds and properties of any kind or character; and in general do all things that may appear necessary and useful in accomplishing these purposes.

(5) Use all assets and earnings of the corporation exclusively for educational purposes including the payment of expenses necessarily incident thereto; and no part of such assets and earnings shall inure to the benefit of any employee, officer or member of the foundation or of any other individual, except in payment of reasonable compensation for services actually rendered or expenses necessarily incurred.

(6) Have the authority, and it shall be its duty, to hold and apply the corpus and income of any donation, grant, devise or bequest, or any part thereof in such manner as may have been stipulated or provided in the instrument creating such donation, grant, devise or bequest.

(7) Have authority to sell, mortgage, pledge, lease or exchange all or any part of the real or personal property or funds of the corporation, unless otherwise specifically provided in its creating instrument, at such prices and upon such terms and conditions as it may deem best; and it may invest and reinvest its funds in any such loans or securities, or in any such real or personal property as it may deem suitable for the investment of trust funds, although such investments are not approved as investments for trustees under the laws of the State of Washington.

(8) Have full power and authority to purchase, lease, accept as a gift, bequest or devise, or otherwise acquire any real or personal property to be held, administered or used in any way whatsoever for the benefit of The Evergreen State College, or to assist the college in the fulfillment of its educational purposes; and to that end the foundation shall have full power and authority to hold, own, control, handle, administer or operate any such real or personal property, including the operation of any business connected with or incident to the ownership or control of such property, and to sell, lease, pledge, mortgage, exchange or otherwise dispose of any such property at such prices and upon such terms and conditions as it may deem best.

(9) Borrow money and make and issue bonds, notes, contracts and other evidence of indebtedness therefor, and, by the proper resolution duly adopted by a majority vote of all the members of the board of directors, to secure payment thereof by authority provided above.

(10) Engage in and disburse any part of or all of its funds, both income and principal, for any and all lawful activities permitted by the laws and regulations governing tax-exempt charitable corporations at that time, and which may be necessary or incidental to the furtherance of the purposes of this foundation.

(11) Use reasonable portions of its funds and income therefrom to pay the administrative expenses of the operation of the foundation.

B. The Foundation agrees to tender to the College immediately all donations it may receive wherein the donor names the College as recipient, and to be responsible for and account for in its own records all donations wherein the donor names the Foundation as recipient.

C. The Foundation agrees not to change its stated purposes of existence as set forth in Article III of the Articles of Incorporation during the lifetime of this Agreement.

II.

The College agrees to provide the Foundation office space including desk, chairs, file cabinets, and associated equipment, and to provide the Foundation with approximately four hundred square feet of warehouse space for temporary storage of donated materials and equipment. The fair rental market value for the use of such space and equipment shall be deemed to be a partial payment by the College for the Foundation's services as described in Article I.

III.

The College agrees to provide the Foundation with consumable office supplies, telephone service, postage, the use of audiovisual equipment and services, and duplicating, printing, and publication services, all as partial payment for the Foundation's services to the College as described in Article I. In order to provide for proper accounting for the cost of the services described in this Article, the departments of the College which render such services will bill the Foundation for the costs thereof. In a like manner, the Foundation agrees to render to the College a single billing, once monthly in arrears, to exactly equal the total charges as hereinbefore described, and as billed to the Foundation during the preceding month by the various College departments.

IV.

During the initial stages of formation and operation of the Foundation, the College agrees to provide professional staff services to the Foundation in the form of a person to function as part-time executive director of the Foundation and a person to function as part-time

assistant treasurer of the Foundation. The services provided to the Foundation by the College pursuant to this section shall be services rendered by current staff employees of the College and the time allocated to the foundation shall not exceed a cost to the College in excess of \$300 per month. The Foundation shall submit to the College on a monthly basis the hours devoted to Foundation business by the professional staff people of the College. Such services by the College, when taken in combination with the items described in Articles 2 and 3, shall constitute payment in full by the College for the Foundation's services as described in Article 1. Total costs to the College for all items under paragraphs 2, 3 and 4 shall not exceed \$5,000 during the fiscal year of the Foundation.

V.

Foundation and College mutually agree that at all times and for all purposes of this Agreement that the Foundation in the performance of this Agreement, shall act in an independent capacity and not as an agent or representative of the College.

VI.

This Agreement is not assignable by Foundation either in whole or in part.

VII.

It is mutually understood and agreed that no alternation or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

VIII.

Foundation and College shall be responsible for their own acts and responsible to each other for any negligent acts which cause damage to the other.

IX.

This Agreement may be terminated by either party effective at the end of any State of Washington fiscal biennium upon written notice to the other party at least thirty (30) days in advance thereof.

X.

This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Washington.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto on this 9th day of December, 1976.

THE EVERGREEN STATE COLLEGE
FOUNDATION

By

Wade E. Hughes

THE EVERGREEN STATE COLLEGE

By

James P. Tortolotto

THE BOARD OF TRUSTEES

Mrs. Neal Tourtellotte
Raymond Meredith
Halvor M. Halvorson
Herbert D. Hadley
Thomas Dixon

The Evergreen State College

December 9, 1976

To: Members of the Presidential Selection Advisory Committee
From: Board of Trustees
Subject: Charge

Charge: To recommend the best qualified candidates for president of The Evergreen State College, following these guidelines:

Administrative and Process:

1. Members of the Committee shall be reimbursed for out-of-pocket expenses at the same rate as state employees generally.
2. The Committee may name an executive secretary, responsible to its chairman.
3. All Committee activities shall be conducted under rules of strict confidentiality.
4. The Committee's budget for all expenses connected with the search shall be a maximum of \$17,700.

Qualifications - Minimal Criteria for Screening:

1. Background of signal achievement.
2. Knowledge of and ability to work with problems that college and universities will face in the next ten years.
3. Successful high-level administrative experience.
4. Proven ability in public and legislative relations.
5. Potential for fund raising.
6. Understanding of, and sympathy for, Evergreen's philosophy, goals, and modes of instruction.

Affirmative Action Policy:

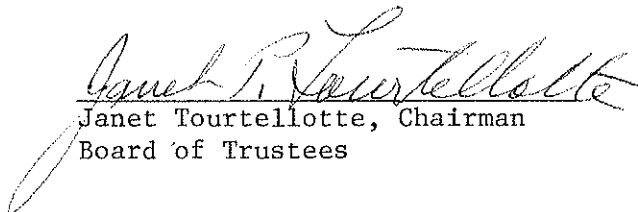
1. Members of the committee shall review the affirmative action policy of the institution.
2. Members of the committee are urged to take whatever steps are necessary to secure qualified minority candidates in its search.

Consideration of Applicants during Search Process:

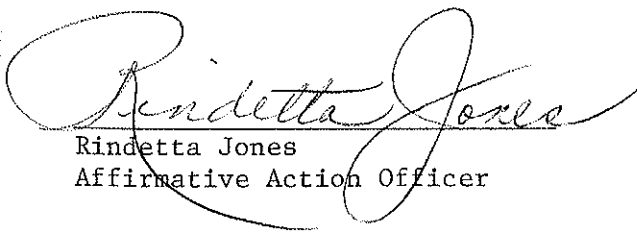
1. Members of the committee shall, during the search process, review the pool of applicants and may during any time in the process recommend to the trustees any person they then believe is eminently qualified for the position.

Recommendations:

Recommend no more than six candidates to the Board of Trustees, for final selection and appointment by the Board.


Janet Tourtellotte, Chairman
Board of Trustees

Approved by:


Rindetta Jones
Affirmative Action Officer

cc: KAOS
Cooper Point Journal
Info Center

Approved by Board of Trustees
12/9/76

Mar ed 11-23-76

The Evergreen State College

November 23, 1976

PERSONAL & CONFIDENTIAL

Dear Trustees:

We should come to an understanding fairly soon about the arrangements surrounding my resignation from the presidency. Here's some thinking out loud that you have asked for, just to get the discussion started.

A. Leave (2 years).

I've been invited to Yale as a visiting fellow at the new Graduate School for Organization and Management. I might be expected to do something for them in return, but I would have complete freedom of the facilities, library, and most important, the time, of a brilliant faculty. The invitation is a compliment to Evergreen. The program of the School for Organization and Management is two years. The advantages to the college would be that I would return as a truly interdisciplinary faculty member; I would bring back invaluable contacts with Yale and the East Coast; I would bring back to the faculty a combination of experience and credentials in management and public affairs that I doubt that Evergreen could buy.

The advantages to me would be that I would be broadening my horizons. Even though I'd be under a lot of pressure, I'd be changing pace--something I need very much.

Further incidental advantage to the college to my being away two years is that whoever the next president were, after a two-year period, there would be absolutely no doubt in anyone's mind about who was who.

1. Salary, Travel, other allowances.

One month vacation: July 1, 1977 - August 1, 1977.

For the leave, I propose a salary at the level of whatever my salary would be for next year (currently \$43,860) and at the rate of one-quarter for every two years of service. This would extend from August 1, 1977 through September 30, 1978.

Then half the above salary from October 1, 1978 through August 31, 1979.

Travel allowance. (not to exceed \$2500 to attend educational conferences, etc.)

Typing allowance (~~and Rife~~). (not to exceed \$1500).

2. Moving personal effects from President's Residence into storage.

Storage from date of move until August 31, 1979.

3. Faculty contract.

Upon return to the faculty, the usual three-year contract at faculty salary step G.

- B. If CJM elects not to return to Evergreen, then any disbursements made by the college after September 30, 1978 must be returned to the college.

- C. Miscellaneous.

Barbara has become attached to three or four pieces of college-owned furniture. May she purchase them?

Sincerely,



Charles J. McCann
President

CJM:rg