



Regular Meeting of the Board of Trustees

The Evergreen State College
2700 Evergreen Parkway NW, Evans Hall Boardroom 3201
Olympia, WA 98505
Thursday, March 6, 2025
9:30 a.m. – 2:00 p.m.

Public Zoom link: <https://evergreen.zoom.us/j/88240120693>

“Ever Evolving Since 1971”

The Evergreen State College Mission Statement

As an innovative public liberal arts college, Evergreen emphasizes collaborative, interdisciplinary learning across significant differences. Our academic community engages students in defining and thinking critically about their learning. Evergreen supports and benefits from local and global commitment to social justice, diversity, environmental stewardship and service in the public interest.

AGENDA

- 9:30 a.m.
1. Call to order, determination of quorum
 2. Chair’s opening remarks
 3. Executive Leadership report
 4. Legislative update
 5. Public comment*
 6. Student Trustee report
 7. Representative reports
 - a) Faculty
 - b) Staff
 - c) GSU (Geoduck Student Union)
 8. Approval of meeting minutes
 - a) Action item: *motion to approve minutes of January 22, 2025.*
 9. Finance and Budget Committee
 - a) Chair’s report
 10. Open Public Meetings Act exempt session**
 11. Action from exempt session
 - a) Action item: *motion to approve management team for SSSSU Employees bargaining group.*
 - LUNCH BREAK
 12. Strategic plan implementation
 13. Student Achievement and Success Committee
 - a) Chair’s report
 - b) Preview of graduate program recommendations
 - c) Enrollment update

d) Student fee initiative election results

e) Student presentation

14. Advancement report

a) Fundraising update

b) Campaign impact: Intercollegiate Athletics

c) Long range planning timeline

d) Preview of College-Foundation agreement

2:00 p.m.

15. Adjourn

* The Board of Trustees welcomes public comment. It can be submitted in writing or made orally during the meeting. Written comment will be distributed to the Trustees per the [Board of Trustee's Public Comment Policy](#). Please submit written comment, or sign up to make oral public comment, no later than 9:30 a.m. Thursday, March 6, 2025, by signing in at the meeting location or by emailing trustees@evergreen.edu.

** The Board will meet in an exempt session to discuss bargaining (RCW 42.30.140(4))

For more information or accommodations, please email trustees@evergreen.edu.

Trustees Attending:	Miguel Pérez-Gibson Karen Fraser Allyson Brooks (via Zoom) Ed Zuckerman (via Zoom) Pam MacEwan Kris Peters Josh Coetzee
Absent:	Fred Goldberg
Staff Present:	John Carmichael, President Dexter Gordon, Executive Vice President Noah Coburn, Provost David McAvity, Vice Provost Holly Joseph, Dean of Students Lisa Dawn-Fisher, Director of Financial Planning Sandy Kaiser, Director of Government Relations Abby Kelso, Vice President for Advancement Genevieve Chan, AVP for Marketing and Communications Brian Mathis, Public Relations Marketing Manager David Kohler, Chief Financial Officer River Scheuerell, Project Specialist for Strategic Plan Erik Gimness, Director of Institutional Research Jadon Berry, Executive Associate to the Executive Vice President William Ward, Chief Administrative Officer John Reed, Chief Enrollment Officer Jordan Winczewski, Research Associate Anna Johnson, Administrative Assistant to President and Executive VP Andrew Beattie, Executive Associate to the President and Secretary to the Board of Trustees
Others Present:	Sharon English, Assistant Attorney General Shaw Osha, Faculty Representative to the Board of Trustees Janery Muñoz, GSU Representative to the Board of Trustees Ribbon Eichler, Student Christine Young, Student Jacob Church, Student Erik Thuesen, Faculty

This meeting took place in the Evans Hall Boardroom 3201 on the Olympia campus located 2700 Evergreen Parkway NW, Olympia, WA, 98505

Chair Pérez-Gibson called the meeting to order at 10:02 a.m. and Secretary MacEwan confirmed a quorum.

Chair's opening remarks

Chair Pérez-Gibson formally thanked Trustee Fraser for encouraging the board to include the College's mission statement on each meeting agenda and credited staff and faculty for their hard work supporting students amidst uncertain and challenging times. He encouraged the board and campus community to continue leaning heavily toward a theme of learning, while staying centered in our mission and social contract to guide us through any challenges ahead.

Executive leadership report

President Carmichael and Executive Vice President Gordon discussed the progress of the Seminar I building project, anticipating impacts from changes in elected positions within the state of Washington, and thanked the Washington State Attorney General's office and AAG Sharon English for guidance amidst changes in federal legislation. They referenced work on supporting immigrant and undocumented student population, final stages of the strategic plan development, and a 19% growth in enrollment over the past 3 years. Dr. Gordon shared highlights of Evergreen Tacoma's MLK Day event.

Public comment

Chair Pérez-Gibson called for public comment at 10:26 a.m. There was no public comment.

Student Trustee report

Student Trustee Joshua Coetzee talked about his work with GSU and campus offices, including BLISS and student activities to provide engagement and support opportunities for students. He discussed the challenges currently faced by immigrant students and immigrant prospective students. He recapped the student activities fair and previewed GSU fee initiative elections, which include a new recreation fee.

Representative reports

Faculty Representative Osha offered that all are on alert for potential changes in federal funding and state hiring and travel freezes. She noted that any reduction or lack in growth of curricular offerings, will have expected impacts on retention and enrollment. Representative Osha also shared the MJ Murdock Charitable Trust has awarded Evergreen \$217,000 toward integrative and multidisciplinary research with a new field scanning electron microscope.

GSU Representative Muñoz announced hiring of Nathan Tippman as director of legislative affairs, who has immediately begun their work at the legislature. They also shared details on an upcoming student town hall event, hosted by GSU and the role of this event in informing a spring student forum, which includes participation from college staff leadership. Representative Muñoz also previewed fee initiative elections and their role in Lobby Day. They shared updates on appointing student roles to the final two disappearing task forces, whose work will begin in the coming weeks.

There was no staff representative report.

Approval of meeting minutes

Action item: motion to approve meeting minutes of November 19-20, 2024, and January 17, 2025 as written or amended.

Motion 2025-01 Trustee Fraser moved to approve meeting minutes of November 19-20, 2024 and January 17, 2025 as written. The motion was seconded by Trustee MacEwan and passed on a voice vote.

Chair Pérez-Gibson announced a break at 10:56 a.m. Meeting resumed at 11:02 a.m.

Strategic plan

Executive Vice President Gordon named and thanked members of the strategic planning team while recapping the timeline and process associated with developing the plan that is now before the board for approval. Strategic planning team included Jadon Berry, Erik Gimness, River Scheuerell, Jordan Winczewski, David McAvity, John Reed, Dawn Barron, Julie Metzker, William Ward, Farra Hayes, Holly Joseph, Dave Kohler, Kevin Francis, Shaw Osha, Marcia Tate Arunga.

Trustees shared gratitude for the many hours of work by the strategic planning team toward the plan presented. Chair Pérez-Gibson reminded the board of their obligation to adopt, follow, and maintain ownership of a strategic plan as part of their primary fiduciary duties.

Action item: motion to adopt the strategic plan as written or amended.

Motion 2025-02 Trustee Fraser moved to adopt the strategic plan as presented. The motion was seconded by Trustee Zuckerman and passed on a voice vote.

Chair Pérez-Gibson announced a break for lunch at 11:32 a.m. Meeting resumed at 12:17 p.m.

Fundraising update and campaign impact

Vice President for Advancement Abby Kelso was joined by Evergreen Students and scholarship recipients Ribbon Eichler and Christine Young. Both students shared the ways these scholarships help address their financial needs, while empowering them to pursue their personal academic and career goals. The students indicated that the scholarship award has also helped them engage in important work that impacts other Evergreen students, including the Evergreen Basic Needs Center.

Finance and Budget Committee

Chief Financial Officer Dave Kohler provided updates on Professional and Continuing Education, renovation of dorm D, and quarterly operating budget. He discussed the college's work in staying informed and examining the state and federal budget forecasts and other potential external impacts to the college budget, while planning for those impacts. Director of Government Relations Sandy Kaiser provided overview of legislative bills that may have an impact on higher education. Director of Financial Planning Lisa Dawn-Fisher discussed the college operating budget and the expected state budget shortfall. Chief Administrative Officer William Ward discussed the capital budget.

Student Achievement and Success Committee

Trustee Kris Peters and Provost Noah Coburn shared updates on a review of coordinated studies, graduate program proposals, Professional and Continuing Education, and faculty hiring. Chief Enrollment Officer, John Reed shared a preliminary update on Winter 2025 enrollment.

President Carmichael thanked Chief Enrollment Officer Reed for his impactful work and leadership at the college; while sharing that at the end of the academic year, he will transition from his current role to a

role managing strategic initiatives. Meanwhile, the college will search for a new Chief Enrollment Officer. Trustees also offered thanks to Chief Enrollment Officer Reed.

Faculty member Erik Thuesen introduced student Jacob Church who discussed his Summer Undergraduate Research Fellowship focused on sand dollar beds. He also shared about his experience studying deep sea organisms on a cruise in California, followed by a presentation at the Deep-Sea Science Symposium in Hong Kong. Jacob also offered his gratitude to trustees, staff, and faculty for providing an amazing and life changing educational opportunity that was only available to him through the Evergreen State College. Jacob shared that following his time with the United States Army, Evergreen was the only one of thirty-three schools that gave him an opportunity to pursue higher education. He stated that Evergreen offers an opportunity for many students who are otherwise left out by more traditional options in higher education. He thanked everyone for making this experience possible.

Open Public Meetings Act Executive Session

Chair Pérez-Gibson announced an executive session to review the performance of a public employee at 1:40 p.m.

Open meeting resumed at 2:37 p.m.

Evaluation of the president for 2023-24

Trustees shared praise, highlights, and key accomplishments they have observed by President Carmichael and his staff at the college.

Action item: motion to approve evaluation of the president.

Motion 2025-03 Trustee Fraser moved to authorize the board chair to finalize the president’s evaluation in writing with a letter to the president, which would include feedback provided by trustees today.

The motion was seconded by Trustee MacEwan and passed on a voice vote.

President contract

Action item: motion to approve changes to president’s contract, extending through 2028.

Motion 2025-04 Trustee Fraser moved that the board adopt first amended presidential contract addendum number 2. The motion was seconded by Trustee MacEwan and passed on a voice vote.

Chair Pérez-Gibson adjourned the meeting at 2:52 p.m.

Miguel Pérez-Gibson, Chair

Pam MacEwan, Secretary



EXECUTIVE SUMMARY

Date: March 6, 2025

To: The Evergreen State College Board of Trustees

From: John Carmichael, President

Subject: Appointment of management team for 2025-2027 Student Support Services Staff Union collective bargaining

1) **Administrative Recommendation:**

Approve a motion to appoint the following staff to conduct collective bargaining with the Washington Federation of State Employees Student Support Services Staff Union bargaining unit:

- Laurel R. Uznanski, Associate Vice President, Human Resource Services (Chief Negotiator)
- Allen Thompson, Director of Academic and Career Advising
- Andy Corn, Associate Dean for Student Engagement, Equity, and Support

2) **Explanation:**

a) Present policy comparison: The proposed negotiating team has members in common with the team that represented management in the previous negotiations. The previous negotiating team for the classified contract was composed of:

- Laurel R. Uznanski, Associate Vice President, Human Resource Services (Chief Negotiator)
- Michael Rupp-Talamantez, Director of BLISS
- Andy Corn, Associate Dean for Student Engagement, Equity, and Support

b) Proposed by: Laurel R. Uznanski, Associate Vice President for Human Resource Services

c) Background: The College expects to begin bargaining of the successor agreement with the Student Support Services Staff Union bargaining unit in early March 2025.

d) Alternate view: None provided.

3) **Scheduling:**

The schedule for bargaining will be established in dialogue with the union's representatives. The current collective bargaining agreement for this group expires on June 30, 2025.

4) **Fiscal Impact:**

The college's operating budget spending plan provides flexibility to cover the costs of negotiations.

5) Program Impact:

Members of the negotiating team will devote considerable time to negotiations. Staff assignments may be adjusted as needed.

6) Legal Process:

Board of Trustees Resolution 2019-12 reserves to the Board the authority to appoint bargaining teams for negotiations with represented employee groups.

7) Staff Review:

LRU Laurel Uznanski, Associate Vice President for Human Resources Services

AJB Executive Associate to the President and Secretary to the Board of Trustees

2025 Winter Fee Initiatives Election

Election Commissioner: Saige Moore
Election Committee Chair: Kayla Mahnke Hargett, GSU Advisor
Election Dates: January 26-February 9, 2025

SUMMARY

This election concerned fees. Evergreen students voted in favor of three fee initiatives in the Winter 2025 election. These fees increase support for clean energy infrastructure, continue support for participation in WashPIRG, and create a new recreation fee to expand student access to the Costantino Recreation Center (CRC). Students are authorized to create or increase “voluntary fees” through student government or fee referendum process, per RCW [28B.15.610](#). Any new fees or fee changes approved by students require final approval by the Board of Trustees.

BALLOT MEASURE OVERVIEW

Clean Energy Fee

The Clean Energy fee funds renewable energy, sustainable infrastructure, educational events, and research projects on campus. **This initiative would increase the Clean Energy fee from \$1.00 per credit-hour to \$2.00 per credit-hour.**

WashPIRG Fee

Washington Student Public Interest Research Group (WashPIRG) is a student-directed organization that works on several social issues in the state of Washington. **This initiative would continue the waivable \$8.00 per quarter fee.**

Recreation Fee

The Costantino Recreation Center (CRC) provides Evergreen students with recreation and athletic programs. This initiative would create a Recreation fee to support the expansion of operational hours and recreational offerings and activities to support the mental and physical health of Evergreen students. **This initiative would enact a \$4 per credit-hour fee for students attending Olympia campus.**

RESULTS

ELECTION TURNOUT	
Eligible Voters	2,449
Total Votes Cast	651
Turnout	26.6%

INITIATIVE	Y/N	COUNT	%
WashPIRG	Yes	563	87.6%
	No	80	12.4%
Clean Energy	Yes	561	87.4%
	No	81	12.6%
Recreation	Yes	503	83.0%
	No	103	17.0%



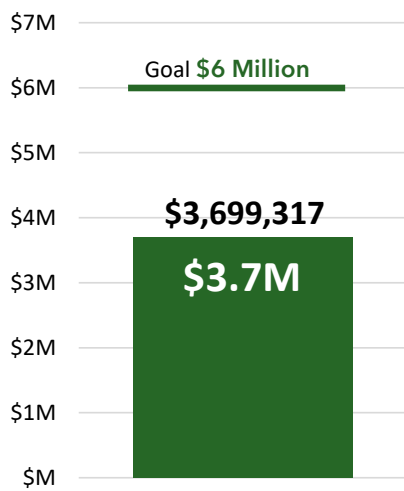
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2024-25 Fundraising Progress as of January 31, 2025

The Evergreen State College and The Evergreen State College Foundation

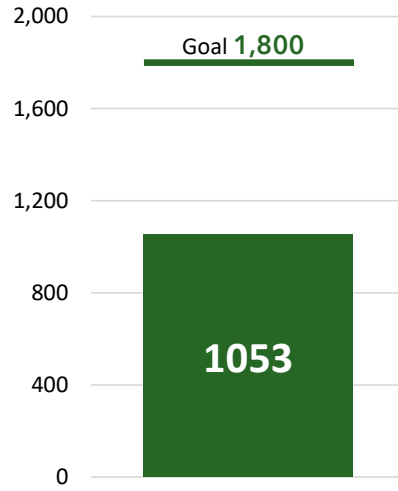
New Commitments

New gifts, grants, planned gifts and pledges



Total Donors

Foundation and College donors



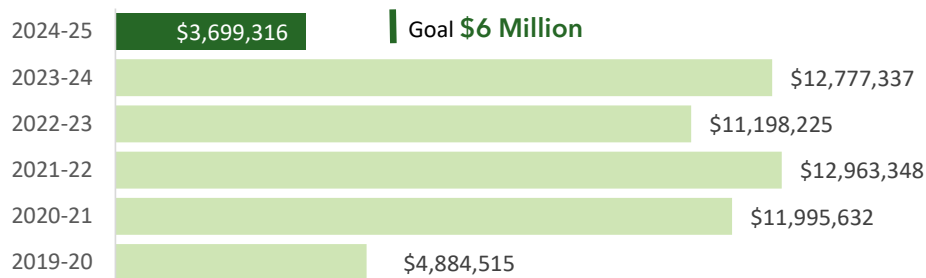
Impact Growth 2019-2025

- \$2,652** Average scholarship award for 2024-2025 academic year¹
- 83%** Increase in student aid budget²
- 20%** Increase in average budgeted scholarship award²
- 46%** Increase in individual scholarship awards per year³
- 1,389** Scholarship recipients from July 2019 to December 2024⁴
- 872** Student Emergency Fund recipients from July 2019 to December 2024⁴
- 353** Upward Bound students from July 2019 to December 2024⁴
- 46** Summer Undergraduate Research Fellowship (SURF) projects⁴

¹ Average scholarship award disbursement budgeted in the 2024-2025 academic year
² Percent change in scholarship total budget and individual budgeted awards, 2019 to 2025
³ Percent change in number of scholarship awards budgeted, 2019 to 2025
⁴ Numbers reflect actual total recipients per award/program, 2019 to 2025

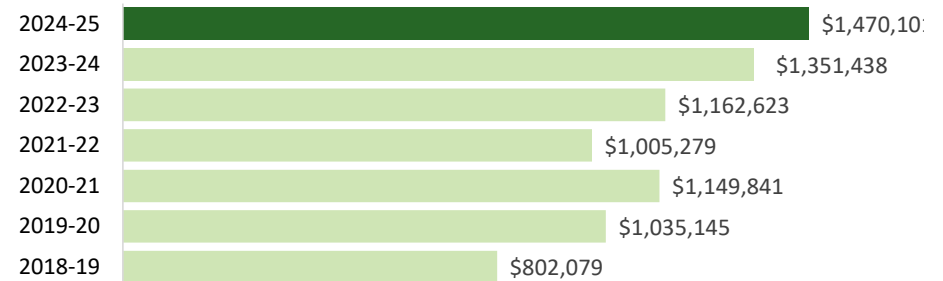
New Commitments Compared to Prior Years

New grant commitments, gifts and planned gifts secured to College and Foundation



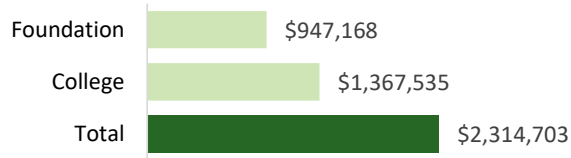
Student Aid Budget Year Over Year

Scholarship, fellowship, and Emergency Fund budget totals per disbursement period



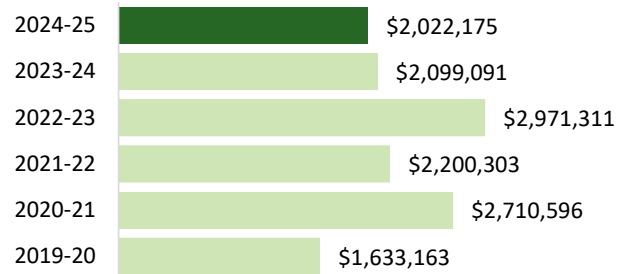
New Pledges

New commitments and planned gifts made; may be received in future years



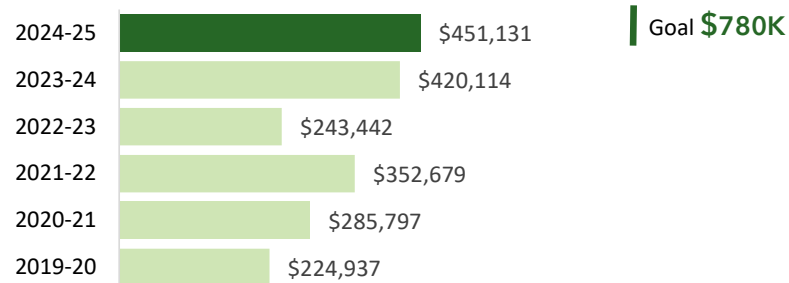
Foundation Total Raised

Gifts received and pledge payments to be received by June 30



Evergreen Funds Received

Includes the Evergreen Fund, Evergreen Scholarship Fund, Undergraduate Research Fund, Tacoma Annual Fund, Student Emergency Fund and Art of Giving to be received by June 30



Notable Gifts and Grants in 2024-25

- \$ **643,585** grant commitment for the Center for Climate Action and Sustainability
- \$ **356,130** grant commitment for clean energy audit of six buildings
- \$ **300,000** planned gift commitment for the House of Welcome
- \$ **250,000** planned gift commitment for the Re-Entry Student Support Fund
- \$ **217,000** grant for field emission scanning electron microscope
- \$ **200,000** received for new Resilience Fund
- \$ **150,000** received for media internships
- \$ **150,000** commitment for the Re-Entry Student Support Fund
- \$ **150,000** received for the Sustainability in Prisons Project
- \$ **120,585** grant commitment for clean energy audit of Evans Hall
- \$ **100,280** received for Angel Fund
- \$ **99,831** received for the House of Welcome Endowment
- \$ **75,000** received for president support
- \$ **75,000** received for Evergreen Fund
- \$ **50,000** received for House of Welcome Endowment
- \$ **50,000** received for the Sara Bilezikian Fellowship in Sustainability
- \$ **50,000** received for Evergreen Fund
- \$ **50,000** received for the House of Welcome Endowment



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EXECUTIVE SUMMARY

Date: March 6, 2025

To: The Evergreen State College Board of Trustees

From: John Carmichael, President

Subject: Renewal of the College-Foundation Agreement

Background

Every five years, the College and Foundation renew the agreement that governs the relationship between the two entities. The agreement between the College and the Foundation is the document that allows College staff and resources to be used to raise funds for the Foundation. Without this agreement, Evergreen would be violating state law by “gifting” public resources to a private entity (the Foundation).

Process

The current agreement expires June 30, 2025. During the 2024-25 fiscal year, the Board of Governors of the Foundation and the Board of Trustees of the College will negotiate a new agreement for the period July 1, 2025 through June 30, 2030. The five-year renewal cycle offers an opportunity for revisions to better meet the needs of each organization. Staff will coordinate the process between the two boards with the Secretary to the Board of Trustees, Andrew Beattie

Timeline

- August 6 — The Foundation Board of Governors Executive Committee reviews and discusses current agreement
- Fall quarter — Staff develops draft changes to the agreement
- February — The Foundation Board’s Executive Committee reviews draft agreement
- February 28 — The Foundation Board of Governors reviews draft agreement
- March — Board of Trustees reviews draft agreement
- April — Staff finalizes agreement language
- May —The Foundation Board Executive Committee reviews final agreement, acts to recommend adoption
- June 12 – Board of Trustees approves agreement, Board of Governors approves agreement, Chairs of both boards sign agreement

JM John McLain, Associate Vice President for Advancement

AB Andrew Beattie, Executive Associate to the President and Secretary to the Board of Trustees

AGREEMENT
Between
THE EVERGREEN STATE COLLEGE
And
THE EVERGREEN STATE COLLEGE FOUNDATION

This Agreement is entered into by and between The Evergreen State College (“College”) and The Evergreen State College Foundation, a nonprofit corporation (“Foundation”).

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

WHEREAS, the College has, from this express power to receive property, the implied power to solicit the same; and

WHEREAS, the College, has the authority to enter into contracts for these and other lawful purposes; and

WHEREAS, the Foundation, as a tax exempt organization must be organized and operated exclusively to receive and administer property and to make expenditures and conduct activities to or for the benefit of the College; and

WHEREAS, the Foundation is empowered to solicit and receive property on behalf of the College and to make contributions, grants, gifts and transfers of property to the College; and

WHEREAS, the Articles of Incorporation of the Foundation set forth in Article III state:

The purposes for which the Foundation, a nonprofit charitable organization, is formed are exclusively charitable, educational, and scientific, and consist of the following:

(1) Encouraging, promoting, and supporting educational programs and scholarly pursuits at or in connection with The Evergreen State College (the “College”). The phrase “educational programs” shall be construed to mean and include any and all activities which are designed to improve the cultural, educational, living and operational conditions at the College, to enlarge or improve its curriculum, its faculty and staff, its property and physical facilities, and to provide financial or other assistance to students in their efforts to acquire an education.

(2) To engage in any other lawful activity which may hereafter be authorized from time to time by the Board of Governors; provided, however, that the purposes for which the Foundation is formed shall at all times be consistent with Section 501(c)(3) of the Internal Revenue

Code of 1986, as it now exists or as hereafter amended (the "Code"), including within such purposes the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Code.

and

WHEREAS, the Foundation and College recognize that close collaboration and cooperation is necessary to (a) appropriately serve the educational mission and priorities of the College; and (b) to avoid competition for funds or unproductive duplication of effort;

NOW, THEREFORE, the parties hereby agree as follows:

I. SEPARATE OBLIGATIONS

A. The Foundation shall:

1. Expend its best efforts to seek to accrue gifts, grants, conveyances, devises, and bequests of real and personal property for the benefit of the College. For this purpose, the Foundation will design and implement programs and procedures approved by the College to solicit and receive personal property and acquire real property by purchase, lease, exchange or otherwise, all to further the purposes of the educational mission of the College as defined from time to time by the College and its Board of Trustees in stated goals, objectives, and priorities;
2. Comply with all applicable federal and state laws. For this purpose, the Foundation will establish rules and procedures for the management of all affairs of the Foundation in accordance with (a) the requirements for tax-exempt entities under the United States Internal Revenue Code, including its section 501(c)(3); and (b), the laws of the state of Washington applicable to the Foundation, including but not limited to: the Charitable Trusts Act (RCW 19.09), the Uniform Management of Institutional Funds Act (RCW 24.44), the Washington Nonprofit Corporations Act (RCW 24.03), and the Charitable Solicitations Act (RCW 11.110);
3. Tender to the College immediately all gifts, grants, conveyances, devises and bequests of property it may receive wherein the College is designated as recipient, and properly account and be responsible for all donations which designate the Foundation as recipient;
4. Accept, hold, administer, invest and disburse property of any kind or character as from time to time may be given to it, in accordance with the terms of such gift, grant, conveyance, bequest or devise; provided, however, that any restriction or condition on such gift, grant, conveyance, bequest or devise which in any way obligates the College shall not be accepted by the Foundation without the prior written consent of the College President or the Vice President for Advancement;

5. Make contributions, grants, gifts, and transfers of property, both real and personal, either outright or in trust, to or for the benefit of the College;
6. Hold, manage, and invest endowment funds as agent of the College, in accordance with applicable state and federal laws, if or when the College chooses to transfer endowment funds to the Foundation for this purpose, subject to approval by the Board of Governors. The Foundation will apply the corpus and income, or any part thereof, in such manner as may have been stipulated or provided in the instrument creating the endowment. The College maintains discretion over whether or when to deliver endowment funds to the Foundation for this purpose. The Foundation will return management of College endowment funds to the College at the request of the President at the end of the current quarter with at least three months' notice of the withdrawal. All College endowment funds managed by the Foundation will be charged the annual endowment assessment fee as approved by the Foundation Board of Governors. Upon request of the College President, the Foundation will deliver to the College President information regarding endowment funds, including but not limited to current market value by individual endowment fund, rate of return, and transaction summary report.
- ~~6-7.~~ Use all assets and earnings of the Foundation for the benefit of the College or for payment of necessary and reasonable expenses of the Foundation. No part of such assets and earnings shall accrue to the benefit of any director, officer, member or employee of the Foundation or of any other individual, except for appropriate payment of reasonable compensation for services actually rendered or reimbursement of reasonable expenses necessarily incurred;
- ~~7-8.~~ Not merge, consolidate, or change the Foundation's Articles of Incorporation without the written consent of the College, which consent shall not be unreasonably withheld;
- ~~8-9.~~ Abide by donor intent as provided by any gift, grant, conveyance, bequest or devise;
- ~~9.—~~ Provide guidance and operating support for the activities of the Evergreen Alumni Network, implemented by the Alumni Programs Office. Operate and manage the Alumni Association program currently named "Associated Alumni and Friends of Evergreen," subject to the direction and control of the Foundation's Board of Governors;
- 10.
11. Comply with the College's Sexual Harassment and Sexual Misconduct Policy, as the same may be amended from time to time. All ~~Foundation volunteers~~Foundation board members including volunteer members of board committees will be trained in and comply with College policy regarding the prevention of harassment and sexual misconduct and must cooperate in any investigation conducted under this policy.
12. Recognize the supporting role of the Foundation to the College and the College's rights and obligations in setting appropriate directions for the College.

B. The College shall:

1. Provide the Foundation with office space, including utilities, use of office furniture, file cabinets, telephones, and associated equipment, warehouse space for temporary storage of donated materials and equipment as well as office files. The 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 this Agreement;
2. Provide the Foundation with use of goods and services including part-time professional and/or staff services including contracted personal services as reasonably required for its operation. The use of these goods and services shall constitute partial payment for the Foundation's services to the College as described in this Agreement. The time allocated to services to the Foundation shall not be full-time for any College employee;
3. Abide by donor intent for donations as provided by gift agreements;
4. Develop and maintain a fundraising policy;
5. Not make any Foundation documents, records or other information (whether written or in any other form) available to a third party without The Foundation's express written consent, unless required by law;
6. Grant the Foundation permission to use the name, The Evergreen State College;
7. Require that College staff who provide services to the Foundation will abide by Foundation policies;
8. Require that College staff who provide services to the Foundation act in cooperation with other College faculty and staff and conduct themselves in accordance with the College's operational policies and procedures, including the College fundraising policy.

II. ACCOUNTING AND AUDITING

To provide proper accounting and auditing for the property and services provided by each party under Article I:

- A. The College business office, as partial payment for the Foundation's services to the College, shall perform accounting and fiscal functions as may be necessary to carry out Foundation activities. The partial payment identified in Sections I B(1) and (2) above, combined with payment in this section, shall be considered full and fair consideration for the services provided by the Foundation to the College.
- B. By May 15 before each fiscal year (July 1 through June 30), the College business office shall prepare an assessment of anticipated transactions and services under this Agreement for that upcoming year, including all space and equipment, supplies, personnel, and other services the College expects to provide to the Foundation. The

Executive Director of the Foundation and the President of the College, and/or their designees, will review and approve that assessment.

- C. The value of all space and equipment, supplies, personnel, and other services which the College provides to the Foundation shall constitute payment in full for Foundation services and shall not exceed the benefit received by the College from the Foundation in any fiscal year. The College will regularly keep track of the space and equipment, supplies, personnel, and other services it is providing to assure that this maximum amount is not being exceeded. The College business office will annually prepare, and the Executive Director of the Foundation and the President of the College and/or their designees will annually review a post-closing summary of the transactions between the two parties to assure that this maximum has not been exceeded.
- D. The Foundation shall annually confirm to the College (1) that it has fully complied with its obligation to expend its best efforts to seek to accrue gifts, grants, conveyances, devises, and bequests of real and personal property for the benefit of the College; and (2) that it has used all assets and earnings of the Foundation for the exclusive benefit of the College, or for the payment of necessary and reasonable administrative expenses of the Foundation. For this purpose, the Foundation will list its accomplishments for the preceding year and share with the College its revenue and expense statements for the preceding year and its end-of-year balance sheet. This shall be presented to the College in the Foundation's annual report.
- E. The Foundation is a separate entity from the College, and shall be annually audited by a reputable independent accounting firm and provide the College with a copy of the annual audited financial statements, including management letters. The Foundation's Treasurer and the College's Vice President for Finance and Administration, and/or their designees, shall fully cooperate with the independent accounting firm in providing necessary financial documents.
- F. The College is a state institution of higher education, and shall be audited by the State Auditor's Office, to the extent required by law. For purposes of financial statement audits, the college may choose to be audited by the SAO or an independent accounting firm.
- G. The Foundation shall permit the President of the College, or the President's designee, to inspect and/or copy all Foundation books, accounts and records at all reasonable times in order to determine compliance with the commitments made in this Agreement. The President's designee may include institutional or state auditors. Nothing herein shall be deemed to affect the rights and responsibilities of the State Auditor.

III. OTHER AGREEMENTS

- A. Independent Capacity: At all times and for all purposes of this Agreement, each party shall act in an independent capacity and not as an agent or representative of the other party.

B. Data Protection: Each party to this Agreement shall comply with all data protection laws, and the parties shall enter into a separate written data sharing agreement that sets forth the obligations to protect confidential information from unauthorized access or disclosure.

C. Conflict of Interest: This Agreement shall be subject to any conflicts of interest policies for either the College or the Foundation.

B.D. No Indemnification: Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

C.E. No Assignment: This Agreement is not assignable by either party, in whole or in part.

D.F. Governing Law and Disputes: The laws of the State of Washington shall govern this agreement. Before instituting any legal action hereunder, a party, through its chief executive officer, shall meet with the chief executive officer of the other party and attempt in good faith to resolve the disagreement. Venue of any action hereunder shall be in Thurston County Superior Court.

E.G. Entire Agreement: This constitutes the entire Agreement of the parties, including all oral understandings, on the subject of their general and overall relationship. However, the parties may enter into other stand-alone agreements on specific subjects. All such agreements shall be in writing and signed by the parties and approved as to form by the Washington State Attorney General or designee.

F.H. Modification: No alteration or modification of any term of this Agreement shall be valid unless made in writing, signed by the parties and approved as to form by the Attorney General or designee.

G.I. Termination: This Agreement may be terminated by either party only at the end of a State fiscal biennium, upon written notice to the other party given at least ninety (90) days in advance. However, this Agreement or a successor overall agreement with the College shall be necessary for the Foundation to operate.

H.J. Expiration: This Agreement shall expire on June 30, 2030.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties.

THE EVERGREEN STATE COLLEGE

THE EVERGREEN STATE COLLEGE FOUNDATION

By

By

Miguel Perez-Gibson, Chair
The Evergreen State College
Board of Trustees

Quentin King, Chair
The Evergreen State College Foundation
Board of Governors

Date

Date

Draft