



Clark College

Board of Trustees Regular Meeting

Wednesday, December 8, 2021 at 5:00pm

Via Zoom

Zoom Link: [Here](#)

Meeting ID: 822 6632 2540

Password: 403564

Call In (253) 215-8782

Board of Trustees Regular Meeting Packet

Wednesday, December 8, 2021 at 5:00pm via Zoom

- I. Call to Order/Agenda Review - Chair Bennett**
- II. Action Items/Consent Agenda – Chair Bennett**
 - A. November 17, 2021 Regular Board Meeting Minutes
 - B. Clark College Foundation Memo of Understanding
 - C. Boschma Farms: Request for Board Support of City of Ridgefield's Right of Way
- III. Action Item – Chair Bennett**
 - A. Consideration of Tenure
- IV. Constituent Reports**
 - A. ASCC – Claudia Carrion
 - B. AHE – Suzanne Southerland
 - C. WPEA – Chris Layfield
 - D. Foundation – Lisa Gibert
- V. Staff Presentation – Vanessa Bural, Human Resources Consultant; Talent Development Programs**
- VI. President's Report – President Edwards**
- VII. Reports from Board Members – Chair Bennett**
- VIII. Public Comment – Chair Bennett**

Public comment will be limited to two minutes each.
- IX. Next Meeting**

The next regular meeting of the Board of Trustees is currently scheduled for Wednesday, January 26, 2022 at 5pm via Zoom.
- X. Executive Session – Chair Bennett**

An Executive Session may be held for any allowable topic under the Open Public Meetings Act.
- XI. Adjournment – Chair Bennett**

Clark College
Minutes of the Regular Meeting of the Board of Trustees
November 17, 2021
Via Zoom

In Attendance

Jeanne Bennett, Chair
Paul Speer, Vice Chair
Rekah Strong, Trustee
Cristhian Canseco Juarez, Trustee

Absent

None.

Administrators

Dr. Karin Edwards, President
Galina Burley, Executive Vice President of Operations
Dr. Michele Cruse, Vice President of Student Affairs
Dr. Paul Wickline, Vice President of Instruction
Brad Avakian, Vice President of Human Resources
Rashida Willard, Vice President of Diversity, Equity and, Inclusion
Valerie Moreno, Chief Information Officer
Miles Jackson, Interim Associate Vice President of Instruction

Others

Tsering Cornell, Assistant Attorney General
Claudia Carrion, ASCC Vice President
Chris Layfield, WPEA Steward
Suzanne Southerland, AHE President
Lucy Hahan, Clark Student
Stephanie Weldy, Recorder

I. Call to Order/Agenda Review

Chair Bennet called the meeting to order at 5:00 pm.

II. Action Items

A. October 27, 2021, Regular Board Meeting Minutes

MOTION: Trustee Canseco Juarez motioned to approve Agenda Items II A with a revision to the October 28 minutes indicating that the Public Hearing reflects the words “as amended.” Trustee Speer seconded the motion, and Agenda Items II A unanimously passed.

III. Constituent Reports

A. ASCC

Claudia Carrion gave an ASCC update. Ms. Carrion shared that there are four new student leaders and one position remaining for ASCC. Ms. Carrion introduced the following student leaders: Xander Hawkins, ASCC President; Olivia Volk, ASCC Executive Assistant; Casey Figone, ASCC Student Relations & Promotions Coordinator; Emma Bennett, ASCC Club Coordinator. The Board of Trustees welcomed the new ASCC student leaders and shared that they are looking forward to working with them during the academic year.

B. AHE

Suzanne Southerland gave an update on AHE and highlighted that the faculty are grateful that Clark will be requiring proof of vaccination for winter. Ms. Southerland shared that the AHE is appreciative to those working behind the scenes to ensure that classrooms are safe. Ms. Southerland congratulated Trustee Canseco Juarez for his nomination for the Accomplished Under 40 award.

C. WPEA

Chris Layfield gave an update on WPEA and highlighted a Classified Staff Forum today that addressed communication and messaging concerns regarding transparency. Mr. Layfield shared that the WPEA wants to encourage productive dialogue to avoid rare and costly arbitration hearings. Mr. Layfield shared a recent poll of WPEA members, and one of the primary issues is "Work environment." Mr. Layfield shared that the Classified Staff has been reduced and asked to accomplish the same amount of work with significantly fewer resources. Mr. Layfield shared that the WPEA would like to acknowledge and congratulate the nominees for the 2021 Fall Quarter Classified Staff Excellence Award. Aleksandr Anisimov, Charla Kimball, and Tiffany Saari. As well as the recipient of the award, Denise Rotellini, Secretary Supervisor in the English Department.

D. Foundation

CEO Gibert updated the Foundation and highlighted vital connections and the "Know Me Campaign," which included 250 responses. CEO Gibert shared that the Foundation will be connecting with community partners, such as LULAC. CEO Gibert shared that the Bryant Group is identifying candidates for the Foundation CEO position. CEO Gibert shared that the Foundation Memo of Understanding has passed with the Executive Board, and it anticipates to be ratified with the entire Board on December 7, 2021. CEO Gibert shared that the Gift Acceptance Policy is in the process of being updated (the last Gift Acceptance Policy was revised and ratified in 2009).

The Board of Trustees inquired about workforce opportunities and a position for an Employee Navigator, which will help support this endeavor. CEO Gibert shared that there is a grant matching opportunity that has been secured (for the first year) and is in the process of being confirmed for the second year. The Board of Trustees inquired about the search process for the new CEO and ensured that it was from an equitable lens.

IV. Student Presentation

Dr. Michele Cruse introduced Lucy Hahan, a Clark College student. Ms. Hahan shared her personal story and educational journey. The Trustees thanked Ms. Hahan and shared their appreciation for her presentation.

V. President's Report – President Edwards

President Edwards updated the Board that Clark is applying for a \$1million grant opportunity with Aspen College Excellence Program. President Edwards shared that the Strategic Plan is being developed, which will help lead the work of Clark and determine how resources will be allocated. President Edwards shared a recent meeting with three architectural firm finalists regarding the Boschma Farms campus. President Edwards shared that she expects groundbreaking to begin in June 2022 and a grand opening in June 2024. President Edwards shared that Clark requires student vaccination, and enrollment numbers thus far have not been impacted by that announcement. President Edwards shared that AM Northwest highlighted the McClaskey Culinary Institute. President Edwards shared an NWCCU Conference this week that she will be attending. President Edwards shared that there will be a holiday celebration for Clark employees on December 7, 2021, via Zoom.

VI. Reports from Board Members

Trustee Speer acknowledged Native American Heritage month and shared his appreciation for the cultural celebration hosted by Clark College. Trustee Speer shared his appreciation for the Adult Continuing Learning program. Trustee Speer encouraged others to participate in the Thanksgiving Basket fund to help those families in need during this time of year. Trustee Speer shared that he will be attending the ACT Conference on Friday.

Trustee Strong shared that she has been having regular meetings with President Edwards that focus on the College's next steps. Trustee Strong shared that she and Trustee Speer met with the Bryant Group (recruiter for the Foundation CEO position) and shared what they hope to see within that role. Trustee Strong congratulated Trustee Canseco Juarez for his Accomplished Under 40 nomination.

Trustee Canseco Juarez shared his appreciation for the congratulations regarding the Accomplished Under 40 nomination. Trustee Canseco Juarez thanked the ASCC Student Leadership and their commitment to the College; he is looking forward to working with them over the next academic year. Trustee Canseco Juarez shared that he has been meeting with President Edwards monthly. Trustee Canseco Juarez highlighted the need and commitment for a diverse faculty and student population group at Clark. Trustee Canseco Juarez shared that he participated with a new infinity group, entitled "Trustees of Color," and emphasized the significance and importance of trustees of color to have time to connect and build community.

Chair Bennett shared that she has had weekly one on one meetings with President Edwards. Chair Bennett shared her appreciation for the hard work of Clark employees. Chair Bennett encouraged others to donate to the Thanksgiving Basket fund. Chair Bennett thanked the Penguin Pantry for managing the donations.

VII. Public Comment

There was no public comment.

VIII. Next Meeting

The next regular meeting of the Board of Trustees will be Wednesday, December 8, 2021, at 5:00 pm via Zoom.

IX. Executive Session

The Board will convene in Executive Session under RCW 42.30.110(1) at 6:03 pm to discuss with legal counsel representing the agency matters relating to agency enforcement actions or litigation or potential litigation. The Executive Session was expected to last until 6:18 pm. At 6:18 pm, there was an announcement that the executive session would extend to 6:28 pm. The Executive Session under RCW 42.30.110 ended at 6:29 pm. The Board took no action during Executive Session. The regular meeting reconvened at 6:29 pm.

X. Adjournment

There being no further business, the meeting adjourned at 6:29 pm.

Jeanne Bennett, Chair

Stephanie Weldy, Recorder
November 17, 2021

FOUNDATION OPERATING AGREEMENT

by and between

CLARK COLLEGE

and

THE CLARK COLLEGE FOUNDATION

This Foundation Operating Agreement (this “Agreement”) is entered into by and between Clark College, Community College District No. 14 (the “College”), and the Clark College Foundation, a Washington nonprofit corporation under RCW 24.03 (the “Foundation”).

WHEREAS, the College, pursuant to RCW 28B.50.140(8), may receive such gifts, grants, conveyances, devises and bequests of real and personal property from private 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 was organized and incorporated in 1973 for the purpose of stimulating voluntary private support from alumni, parents, friends, corporations, foundations, and others for the benefit of the College: and

WHEREAS, the Foundation as a tax-exempt, 501(C)3, nonprofit corporation is organized and operated to receive and administer property for the exclusive benefit of the College and to make contributions, grants, gifts, and transfers of property to the College; and

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

WHEREAS, the Foundation and College agree that the Foundation may, under prescribed conditions, accept Committed Gifts and Expectancies that have a primary purpose of benefiting the College and Completed Gifts that qualify for the exception to the exclusive benefit requirement (as set forth in the Gift Acceptance Policy); and

WHEREAS, the Articles of Amendment of Clark Community College District No. 14 Foundation, filed with the Secretary of State of the State of Washington on December 15, 2009, which amend and replace the Foundation’s pre-existing Articles of Incorporation (the “Articles of Amendment”) set forth in Article 3 the purpose of the Foundation to be as follows:

The Corporation 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 state community colleges operated by Clark Community College District No. 14, State of Washington, hereinafter referred to as ‘District No. 14’, except as provided in the Foundation Operating Agreement pertaining to Completed Gifts, Committed Gifts, and Expectancies; and, in 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, (hereinafter “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 District No. 14; establish, acquire, maintain, enlarge, and expand the curriculums, services, faculty, staff, and the real and personal properties of District No. 14; and, provide financial or other assistance to the students, faculty, and staff of District No. 14 in their efforts to acquire and/or provide an education.

WHEREAS, for purposes of this Operating Agreement, the terms “Completed Gift, Committed Gift and Expectancy” shall be defined as follows:

1. “Completed Gift” means a transfer that is irrevocable, accepted by the Foundation and is to be used for wholly charitable purposes. Such gift may be outright, in trust or otherwise and may (or may not) be subject to terms and conditions.
2. “Committed Gift” means a transfer that is irrevocable, accepted by the Foundation and non-charitable and charitable beneficiaries each hold an interest (e.g., charitable remainder trust wherein a non-charitable beneficiary holds the present interest and the charitable beneficiary holds the remainder interest). In addition, such gift will be in trust or otherwise and will be subject to terms and conditions. Such gift will become a Completed Gift upon the occurrence of a specified event or events (e.g., death of a non-charitable beneficiary).
3. “Expectancy” means a revocable written plan to make a transfer to a charitable beneficiary in the future upon the occurrence of an event (e.g., death of the donor). Upon such event, the Expectancy will become a Completed Gift or a Committed Gift. And;

WHEREAS, in connection with its fundraising and asset-management activities, the Foundation employs personnel with expertise in advancement services, fundraising, gift planning, investment management, and other capacities necessary for the fulfillment of its mission and works with the College to assist and advise in such activities; 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) efficiently and effectively achieve the goals and purposes of the Foundation; ;

NOW, THEREFORE, in consideration of the mutual commitments herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

I. SEPARATE OBLIGATIONS

A. The Foundation shall:

1. Expend its best efforts to seek and accrue gifts, grants, conveyances, devises, and bequests of money and real and personal property to sustain Foundation operations and for the benefit of the College and in alignment with the College's established development priorities. For this purpose, it will design and implement a Gift Acceptance Policy approved by the College Board of Trustees to solicit and receive such money and property by purchase, lease, exchange or otherwise, all to further the educational mission of the College as determined by the Board of Trustees. The Foundation works to align its efforts to support the College's 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 federal 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, those governing charitable solicitations (e.g., RCW 19.09), nonprofit corporations (e.g., RCW 24.03; RCW 24.03A; RCW 23.95), trusts holding property for charitable purposes (e.g., RCW 11.110), and serving as Trustee (e.g., RCW chapter 24.03 and 24.03A and RCW 11.36.021);

3. Tender to the College immediately all gifts and donations the Foundation receives wherein the College is designated and the Foundation is aware the donor intended the College to be the direct and immediate recipient, and properly account and be responsible for all donations which designate the Foundation as the direct and immediate recipient;

4. Accept, hold, administer, invest, disburse, and dispose of funds and properties of any kind or character as from time to time may be given to it, in accordance with the terms of such gifts. The Foundation shall accept restricted or conditional gifts that obligate the College in any way, only if acceptance is (a) consistent with the Gift Acceptance Policy previously approved by the College, or (b) approved in writing by the College President or other College official specifically delegated with written authority to approve such gifts on behalf of the College;

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. Use all assets and earnings of the Foundation for the exclusive benefit of the College or for payment of necessary and reasonable administrative expenses of the Foundation, except as provided in Section I.A.9 pertaining to Completed Gifts, Committed Gifts, and Expectancies. 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. Not merge, consolidate, or change the Foundation's Articles of Incorporation without the written consent of the College;

8. Act in cooperation with the College faculty and staff and Foundation staff shall conduct themselves, in their professional capacities, in accordance with the College's operational policies and procedures as determined by the College Board of Trustees.

9. Notwithstanding any other provision of this Section I.A., may establish or accept and administer Completed Gifts, Committed Gifts, and Expectancies, subject to applicable law and only pursuant to and consistent with a written Gift Acceptance Policy approved by the College Board of Trustees and adopted by the Foundation.

10. Be responsible for investment decisions and proper stewardship of Foundation assets; employment and compensation decisions regarding Foundation employees; risk management decisions; and day-to-day control of Foundation operations.

B. The College shall:

1. Oversee the mission, leadership, and operations of the College, in accordance with applicable law.

2. Communicate to the Foundation, on a regular basis, the priorities and long-term plans of the College, as approved by the Board of Trustees.

3. Allow the Foundation to use the College's name in fundraising activities providing that Foundation activities are consistent with the terms of this Agreement and with the Foundation's Articles of Amendment, as amended from time to time pursuant to Section I.A.7 above.

4. Provide the Foundation with use of supplies and services as reasonably required for Foundation operations as outlined in the annual budget developed on Schedule 1 as described in Section III.E herein.

5. Timely respond to and cooperate to resolve requests to amend Schedule 1, out of cycle, as needed, to address developing supply and service requirements that require timely action.

6. Make College employees available, as necessary and appropriate, to assist the Foundation in executing development programs. The time a College employee spends supporting the Foundation shall not be equivalent to full-time employment for that employee.

7. Recognize the Foundation is a separate, private corporation with the authority to control its day-to-day operations and to keep all records and data confidential, consistent with the law.

8. Ensure the College President and one College Trustee serve as ex-officio, non-voting members of the Foundation Board and shall assume prominent roles in fundraising activities.

9. Invite the Foundation Chief Executive Officer ("CEO") to meet with the College President and/or designee(s) regularly, as mutually agreed between the College President and Foundation CEO.

10. Include the Foundation as an active and prominent participant in strategic planning for the College.

11. Include the Foundation contact information on the main campus email and telephone directories. When reasonably requested, the College's Communications and Marketing Department will review Foundation messages for potential distribution to college-wide or targeted audiences.

12. Ensure that gift funds and other privately contributed resources are used in compliance with donor intent.

13. Act in cooperation with the Foundation staff.

II. ACCOUNTING AND AUDITING

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

A. Accounting and fiscal functions for the Foundation are performed by the Foundation.

B. The Foundation is a separate entity from the College, and it shall be periodically audited by a reputable independent accounting firm.

C. The College is a state institution of higher education, and it shall be audited by the State Auditor's Office in accordance with state law.

D. The Foundation shall annually confirm to the College (1) that it has fully complied with its obligations to expend its best efforts to seek to accrue gifts, grants, donations and endowments for the benefit of the College; and (2) that it has used all assets and earnings of the Foundation, except funds held pursuant to Section I.A.9, for the exclusive benefit of the College or 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 audited financial statement, revenue and expense statements for the preceding year, and its end-of-year balance sheet. The Foundation is not required to report on Section I.A.9 funds.

E. Notwithstanding the independent status of the Foundation and the College, the parties agree that in order to fully accomplish their respective missions, the Foundation and the College must cooperate and support each other. The Foundation and the College agree that each entity will provide the other with certain services, facilities, equipment, personnel, or other items of value to carry out the purpose of this Agreement. The value exchanged by the Foundation and the College,

pursuant to this paragraph, constitute in part the consideration for this Agreement. The value of all space and equipment, supplies, personnel, and other services which the College provides to the Foundation shall not exceed the total amount agreed upon by the College and the Foundation in **Schedule 1** in any fiscal year. Schedule 1 shall be negotiated annually prior to or during the Foundation's annual budgeting process. The College business office will annually prepare, and the Foundation CEO and the College President and/or their authorized designees will annually review, a semi-annual and a post-closing summary of the transactions between the two parties to assure that this maximum has not been exceeded.

F. The Foundation shall cooperate fully with any request by the College to review Foundation financial records for the sole purpose of ensuring compliance with this Agreement, including permitting the College President or designee to inspect financial records, unrelated to Section I.A.9 funds.

G. The College President, on an annual basis, shall provide evaluation and feedback to the Foundation Board Chair on the performance of the Foundation CEO. The College President shall participate in any committee of the Foundation's Board of Directors created to recruit and/or hire the Foundation CEO. The Foundation Board shall request and consider input from the College President and Trustee who serve on the Foundation Board for their recommendations in the hiring process, but the voting members of the Foundation Board shall make the final hiring decision.

III. OTHER AGREEMENTS

A. Trade Secrets – The parties agree that the Foundation's donor list and donor information constitute "trade secrets" as they (i) are fundamental to the Foundation's purpose and business, (ii) are not known or readily accessible by competitors including other institutions of higher education, (iii) have commercial value, (iv) provide the Foundation with a competitive advantage in the marketplace for grants and donations, (v) the Foundation makes reasonable efforts to not disclose and maintain the secrecy of this information, including but not limited to promising donors and prospective donors that their information will be treated confidentially.

B. Data Sharing and Security Agreement: The parties each acknowledge that they may be provided access to the other party's confidential data, including trade secrets and FERPA protected student information; and each agrees that it and its vendors shall abide by a Data Sharing and Security Agreement (**Attachment A**), which may be amended from time to time. For any data shared with the Foundation, the Foundation agrees to use student records obtained from the College in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 USCA §1232g guidelines, as applicable, and will not disclose student records to third-party vendors for those entities' further commercial use of the information. The Foundation further agrees that employees accessing student records shall abide by the same policies that the College requires of its employees using similar student records. The College agrees to use donor information in accordance with Foundation policies, including but not limited to the Donor Bill of Rights, and will not disclose donor information unless and until informed by the Foundation CEO that the confidentiality protections have expired or have been terminated, or otherwise required to by law. Access to and use any Foundation donor information requires approval from the Foundation CEO. Foundation donor information can never be used for commercial purposes.

C. Independent Capacity: At all times and for all purposes of this Agreement, each party shall act in an independent capacity and shall not hold itself out as or otherwise be considered to be an agent or representative of the other party.

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.

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

F. Governing Law and Disputes: This Agreement shall be governed by the laws of the State of Washington. Before instituting any legal action hereunder, a party, through its President or CEO, shall meet with the President/CEO of the other party and attempt in good faith to resolve the disagreement. Venue of any action hereunder shall be in Clark County Superior Court.

G. Entire Agreement: This Agreement 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 other agreements shall also be in writing, signed by the parties, and approved as to form by the Attorney General or designee.

H. Modification: The parties shall review this Agreement at least every four years, prior to the anniversary date of the Agreement. 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.

I. Investment Services. The Foundation and College agree that the Foundation may accept, hold, invest, protect, administer, and disburse funds received from the State, the federal government, or other sources, on behalf of the College. See, for example, RCW 28B.50.835–.844; WAC 131-16-450; and Federal Department of Education (Title III) matching endowment funds (collectively “Endowment Funds”). When managing these funds, the Foundation is providing an investment management services to the College and may collect an administrative fee for its services. The Foundation may also withdraw a programmatic distribution from these funds each year. Funds will be managed in accordance with the Foundation’s investment and distribution policies.

J. Termination: The term of this Agreement shall be four years from the date this Agreement is fully executed. This Agreement shall automatically renew for successive four year periods, unless otherwise terminated as provided herein. 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.

Upon sending or receiving a notice of termination, the Foundation CEO and College President shall work together cooperatively to establish a mutually-agreeable Termination Date and to implement a program to wrap up and dissolve the Foundation’s operations, in accordance with RCW chapter 24.03 or 24.03A, as applicable, prior to the Termination Date.

1. Notwithstanding the foregoing, either party may terminate this Agreement in the event the other party defaults in the performance of its obligations and fails to cure the default within a reasonable time after receiving written show cause notice to the Chief Executive and Board Chair of the defaulting party.

2. Consistent with provisions appearing in the Foundation's bylaws and its articles of incorporation, should the Foundation cease to exist or cease to be an Internal Revenue Code 501(c)(3) nonprofit corporation, the Foundation will transfer its assets and property to the College, to a reincorporated successor Foundation, to another 501(c)(3) organization affiliated with the College, or to the state or federal government for public purposes, in accordance with the law and donor intent.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties on this ____ day of _____, 20__.

| | |
|---|---|
| CLARK COLLEGE FOUNDATION | CLARK COLLEGE |
| By _____ _____, Chair Clark College Foundation Board of Directors | By _____ _____, Chair Clark College Board of Trustees |
| | Approved as to form: _____ Assistant Attorney General |



December 8, 2021

Wayne Doty
Capital Budget Director
State Board for Community and Technical Colleges
1300 Quince Street SE
Olympia, WA 98504-2495

Re: ROW/Easement on Pioneer Street at Property ID 214196000

Dear Wayne:

On behalf of Clark Community College District #14, we the trustees of the board, submit this letter of support for the City of Ridgefield's request for a permanent ROW of approximately 0.243 acres of state owned property to extend the adjacent Pioneer Street roundabout artery to the entrance to the Clark College site. In addition, we support the City's request for a permanent stormwater/utility easement of approximately 0.320 acres along the site's frontage at Pioneer Street. Associated with these two parcels will be two temporary construction easements (TCE).

The State, Clark College, and the Clark College Foundation have worked with the City for several years to complete the Pioneer Street extension to the roundabout for the proposed entrance to the new campus. With the acceptance of this request, and completion of the planning, the City anticipates going out to bid on this work in April, 2022. As part of the City's project, the properties identified above in the City's request will comprise approximately 1/6, or around 15%, of the overall construction costs that would otherwise be borne by the upcoming capital project for entrance and frontage improvements.

The value of the work on Pioneer, in exchange for the 0.563 acres requested by the City, represents an excellent return on the trade. We ask the State to join us in support of this project and grant the ROW and easements requested by the City of Ridgefield.

Sincerely,

Jeanne Bennett
Chair
Clark College Board of Trustees

Attachments: 1 APN214196000_LegalExhibit-ROW.pdf (City of Ridgefield legal exhibit)
 1 REET WD form single property 2020.pdf
 1 Warranty Deed.docx
 2 APN21496000_LegalExhibit-PermStmEsmt.pdf (City of Ridgefield legal exhibit)
 2 REET Easement form single property 2020.pdf
 2 Stormwater Drainage & Utility Easement.docx
 3 APN214196000_LegalExhibit-TCE.pdf (City of Ridgefield legal exhibit)
 3 TCE.docx
 CBF - SITE 10.7.21 BofTR EASE.pdf (draft sketch)
 Clark County CBF assess 1.1.2021.pdf (January 1, 2021)



MEMORANDUM

To: Dr. Karin Edwards
President

From: Miles Jackson
Interim Vice President of Instruction

Date: December 2, 2021

Re: Recommendations for Granting Tenure

The Tenure Review Committees have forwarded their recommendations on whether or not to grant tenure for the following third year tenure-track faculty:

| 3rd Year Tenure-Track Faculty | RIF |
|---|------------|
| 1. Lucia, Dianne | NURSING |

The Board will vote regarding tenure on Wednesday, December 8, 2021.



Human Resource Talent Development 2021-2022

Vanessa Bural (she/her),
Human Resource Consultant

Overview

- Talent Development Programs
- Trainings
 - Power, Privilege, and Inequity (PPI) & New Employee Orientation (NEO)
 - Supervisor Training Series

Talent Development Offerings



Walktober Challenge



HIGHER ED WORKS
TRAININGS

NEW EMPLOYEE
ORIENTATION

CLASSIFIED STAFF
EXCELLENCE AWARDS

PROFESSIONAL
DEVELOPMENT FUNDS
REQUEST

LINKEDIN LEARNING
LICENSES

EMPLOYEE ASSISTANCE
PROGRAM

EMPLOYEE RESOURCE
GROUPS

EQUITY IN HIRING

SUPERVISORY
TRAININGS

TEACHING AND
LEARNING DAYS

WELLNESS SESSIONS
AND ACTIVITIES

WWW.CLARK.EDU/TLC

Trainings



Higher Ed Works— Employees have 30 days to complete 12 mandatory training modules. Required annually after initial completion

Title IX Training – “Protecting Students and School Employees from Sexual Harassment (M-993)” is a 35 minute training that is required of all faculty, staff, and students. Future trainings with HR and Attorney General Office.

Equity in Hiring training – This session is required every two (2) years and prior to serving on a screening committee.

Power, Privilege and Inequity (PPI) training- All faculty and staff members must fulfill annual professional development on the impact of PPI.

Employee Resource Groups- Affinity groups to help engage and retain our systemically non-dominant employee groups.

1) Higher Ed Works and New Employee Orientation

2) Develop your knowledge....

3) Engage and Connect with People



Supervisor Trainings



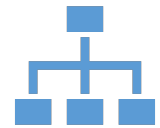
Regular trainings for supervisors.



Monthly L.E.A.D. (Listen, Engage, Advocate, and Develop) Meetings



Regular collaboration with ODEI and TLC.



Clear guidance and instructions on onboarding and separation process.

Sample Schedule

| Training | Summary | Duration (hours) | Mandatory (hours) | Quarter Offered |
|--|--|------------------|-------------------|-----------------|
| Incident Based Reporting for Supervisors | After training, participants will understand the roles and responsibilities of the supervisor and their employees. Participants will learn where to locate resources regarding incident reporting and the return to work program and understand the roles and responsibilities of EHS and Human Resources within these programs. | 2.0 | - | FA/SP |
| TOTAL | | 2.0 | | |

| Training | Summary | Duration (hours) | Mandatory (hours) | Quarter Offered |
|------------------------------|--|------------------|-------------------|-----------------|
| *Equity in Hiring | During this workshop you will learn best practices for serving on a screening committee, tools for developing job announcements as well as tips for diversity recruitment using social media. This workshop has a focus on institutionalized hiring and retention practices that challenge systems of power, privilege and inequity. | 2.0 | 2.0 | ALL |
| *Power, Privilege & Inequity | Participants will learn and review definitions and vocabulary, discuss how power, privilege and inequity impacts how different people with different identities navigate various spaces. Participants will leave with tools to help interrupt systems of oppression. | 1.5 | 1.5 | SP |
| Biased-based Training | Online training- Higher Ed Works | 1.5 | - | VIRTUAL |
| TOTAL | | 5.0 | 3.5 | |

Clark College - Budget Status Report

October 31, 2021

| Sources of Funds (Revenues) | 2021-22 Budget | Revenues to Date | Difference | % Budget Received |
|---|--------------------|---------------------|---------------------|----------------------|
| <u>Operating Accounts</u> | | | | |
| State Allocation | 40,354,605 | 8,602,936 | (31,751,669) | 21.3% |
| Tuition & ABE | 14,337,358 | 6,330,721 | (8,006,637) | 44.2% |
| Running Start /Cares lost revenue | 16,848,702 | 2,417,899 | (14,430,803) | 14.4% |
| Planned use of prior fund balance | 472,187 | - | (472,187) | 0.0% |
| Dedicated, matriculation, tech, cont ed | 4,863,054 | 1,668,807 | (3,194,247) | 34.3% |
| Total Operating Accounts | 76,875,906 | 19,020,363 | (57,855,543) | 24.7% |
| <u>Other Accounts</u> | | | | |
| Grants | 11,234,053 | 1,036,925 | (10,197,128) | 9.2% |
| Contracts | 930,019 | 464,836 | (465,183) | 50.0% |
| Internal Support & Agency Funds | 536,719 | 416,231 | (120,488) | 77.6% |
| ASCC | 2,017,028 | 562,366 | (1,454,662) | 27.9% |
| Bookstore | 4,181,728 | 717,902 | (3,463,826) | 17.2% |
| Parking | 477,524 | 115,197 | (362,327) | 24.1% |
| Auxilliary Services | 2,340,930 | 900,694 | (1,440,236) | 38.5% |
| Financial Aid | 20,180,780 | 9,401,012 | (10,779,768) | 46.6% |
| Total Other Accounts | 41,898,781 | 13,615,163 | (28,283,618) | 32.5% |
| Total Sources of Funds | 118,774,687 | 32,635,526 | (86,139,161) | 27.5% |

| Uses of Funds (Expenses) | 2021-22 Budget | Encumbrances Expenditures to Date | Difference | % Budget Spent |
|--|--------------------|---|-------------------|-------------------|
| <u>Operating Accounts</u> | | | | |
| President | 1,242,350 | 240,095 | 1,002,255 | 19.3% |
| Vice President of Diversity, Equity & Inclusion | 640,297 | 191,550 | 448,747 | 29.9% |
| Vice President of Instruction | 48,289,656 | 11,038,324 | 37,251,332 | 22.9% |
| Executive VP of Operations | 10,706,376 | 5,027,958 | 5,678,418 | 47.0% |
| Vice President of Student Affairs | 9,015,487 | 2,785,753 | 6,229,734 | 30.9% |
| Chief Information Officer | 5,381,863 | 1,666,251 | 3,715,612 | 31.0% |
| Vice President of Human Resources and Compliance | 1,599,877 | 458,713 | 1,141,164 | 28.7% |
| Bank/CC Fees | - | 58,181 | (58,181) | 0.0% |
| Total Operating Accounts | 76,875,906 | 21,466,826 | 55,409,080 | 27.9% |
| <u>Other Accounts</u> | | | | |
| Grants | 11,234,053 | 1,232,394 | 10,001,659 | 11.0% |
| Contracts less Running Start | 930,019 | 484,052 | 445,967 | 52.0% |
| Internal Support & Agency Funds | 536,719 | 391,102 | 145,617 | 72.9% |
| ASCC | 2,017,028 | 480,292 | 1,536,736 | 23.8% |
| Bookstore | 4,181,728 | 990,764 | 3,190,964 | 23.7% |
| Parking | 477,524 | 143,082 | 334,442 | 30.0% |
| Auxilliary Services | 2,340,930 | 755,894 | 1,585,036 | 32.3% |
| Financial Aid | 20,180,780 | 10,895,040 | 9,285,740 | 54.0% |
| Total Other Accounts | 41,898,781 | 15,372,619 | 26,526,163 | 36.7% |
| Total Uses of Funds | 118,774,687 | 36,839,444 | 81,935,243 | 31.0% |
| Difference - Excess (Deficiency) | - | (4,203,918) | | |

c. Dr. Karin Edwards, Sabra Sand, Stephanie Weldy

e. Michele Cruse, Andrea Sanchez-Turner, Genevieve Howard, Galina Burley, Rashida Willard, Valerie Moreno, Brad Avakian

Linda Tuve 11/12/2021