



Big Bend
COMMUNITY COLLEGE



Board of Trustees

Community College District 18

Regular Meeting/Retreat
August 28, 2025



**BIG BEND COMMUNITY COLLEGE DISTRICT NO. 18
BOARD OF TRUSTEES**

**Board Retreat
Regular Meeting Agenda**

Columbia Basin Health Association
1515 E. Columbia St., Othello, Washington
Leah Layne Board Room
Thursday, August 28, 2025 – 9:00 a.m.

****In-person and Virtual (Join using Zoom Webinar ID: [839 4021 5225](#))****

- 9:00 a.m. 1. Call to Order / Welcome / Opening Remarks Chair Amy Parris
a. Roll Call
b. Public Comments
- 9:10 a.m. 2. 2025-26 Operating Budget Action, E-1/2/3/4 President Sara Thompson Tweedy
a. Federal Funding Update Vice President Daneen Berry-Guerin

****Virtual Option Concludes****

- 9:45 a.m. 3. Childcare Center Lease Action, E-1/2/3/4 Vice President Daneen Berry-Guerin
- 10:00 a.m. 4. Student Code of Conduct WAC Revision Action, E-1/2/3/4 Dean André Guzman, Student Services

10:15 a.m. Break – CBHA Café

- 10:45 a.m. 5. Policy Governance Assistant Attorney General Carrie Culver

12:00 p.m. Lunch – Checos Mexican Cuisine

- 1:30 p.m. 6. Ends Statement Review Chair Amy Parris, Trustees
7. President's Evaluation Chair Amy Parris, Trustees
a. President's Evaluation Process
i. BP1000 BSL; Policy Governance Bylaws
ii. President's Evaluation Tool
iii. BOT Ends Metric Document
b. 2024-25 President's Evaluation and Supporting Documents
i. 2025 Mission Fulfillment Report
ii. 10/10/24 President's Evaluation Statement
c. Executive Session

2:30 p.m. Break – CBHA Café

- 2:45 p.m. 8. Board Evaluation Chair Amy Parris, Trustees
a. Policy Governance BP1000
i. BP1000
ii. Policy Governance and Board Evaluation Tool
b. 2024-25 Board Self Evaluation Statement
i. 2024-25 Board Goals
ii. 2024-25 Board Agendas
iii. 2024-25 Motions
iv. 10/10/24, 12/12/24 Board Self Evaluation Statement
c. 2025-26 Board Goals
i. 2025-26 Board Meeting Planning Matrix of Topics
ii. Draft 2026 Calendar

- 4:00 p.m. 9. Closing Remarks / Adjournment Chair Amy Parris



PUBLIC COMMENT

Information

Description

Per Board Policy 1000, the chair shall announce at the beginning of each meeting that interested citizens or groups may make five-minute oral or written presentations to the board regarding any item on or off the agenda. If a written presentation is to be made, a notice of such written presentation must be submitted to the Secretary of the Board of Trustees at least 24 hours prior to the scheduled meeting.

Public comments may be provided in one of two ways:

- In-person: Sign up on the public comment sheet located at the entrance to the meeting room.
- Remote: Use the "Raise Hand" feature in Zoom to indicate your intent to speak.

***A remote option will be available for the first two agenda items of the August 28, 2025, retreat meeting. Join by using Zoom Webinar ID: [839 4021 5225](#).*

Recommendation

None

Prepared by the President's Office



2025-26 OPERATING BUDGET

Information / Action

Description

President Tweedy and Vice President Daneen Berry-Guerin will present the 2025-26 operating budget.

Recommendation

Approval of the proposed budget is requested for Board consideration.

Recommended Motion

"I move to approve the 2025-26 operating budget as presented."

Prepared by Vice President Daneen Berry-Guerin

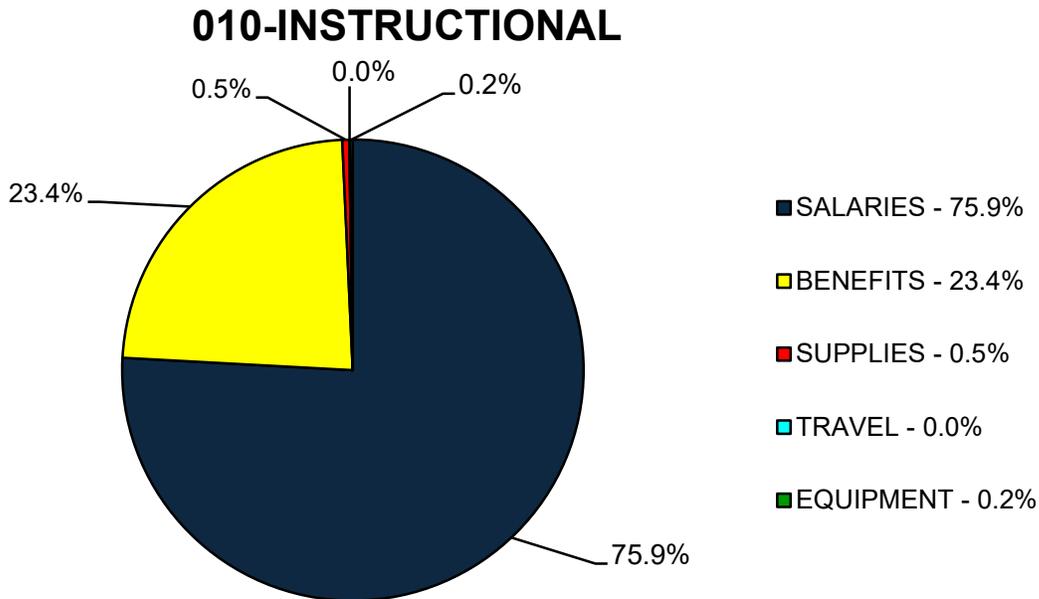
BIG BEND COMMUNITY COLLEGE OPERATING BUDGET REQUEST 2023 - 2026 COMPARISON

		<u>22-23</u>	<u>23-24</u>	<u>24-25</u>	<u>25-26</u>
		<i>REQUEST</i>	<i>REQUEST</i>	<i>REQUEST</i>	<i>REQUEST</i>
010-INSTRUCTIONAL					
ACADEMIC	FULL-TIME FACULTY	1,867,033	2,200,121	2,360,779	2,446,851
	PART-TIME FACULTY	1,418,004	1,481,172	1,562,221	1,245,053
	STAFF SALARIES	53,175	58,108	53,868	61,639
	BENEFITS	1,037,438	1,132,898	1,187,219	1,179,053
	TOTAL SALARIES & BENEFITS	4,375,650	4,872,299	5,164,087	4,932,596
	SUPPLIES	25,750	23,610	23,610	4,348
	TRAVEL	33,475	33,100	33,100	0
	EQUIPMENT	3,230	3,750	3,750	0
	TOTAL ACADEMIC EXPENDITURES	4,438,105	4,932,759	5,224,547	4,936,944
VOCATIONAL	FULL-TIME FACULTY	1,857,441	1,908,807	2,080,055	2,078,909
	FACULTY BENEFITS	778,189	845,018	866,564	979,693
	PART-TIME FACULTY	902,516	997,990	971,099	1,103,312
	STAFF SALARIES	100,216	156,325	161,016	224,441
	STAFF BENEFITS	68,770	46,980	49,798	25,410
	TOTAL SALARIES & BENEFITS	3,707,132	3,955,120	4,128,532	4,411,765
	SUPPLIES	52,200	51,400	5,400	8,734
	TRAVEL	16,250	14,750	14,750	4,350
	EQUIPMENT	49,026	49,026	49,026	8,000
	TOTAL VOCATIONAL EXPENDITURES	3,824,608	4,070,296	4,197,708	4,432,849
WORKFORCE	FULL-TIME FACULTY	59,614	117,321	148,761	35,790
TRAINING	FT FACULTY BENEFITS	21,080	49,761	47,899	23,200
	PART-TIME FACULTY	0	0	0	45,000
	PT FACULTY BENEFITS	0	0	0	17,100
	STAFF SALARIES	0	0	0	42,000
	STAFF BENEFITS	0	0	0	15,500
	TOTAL SALARIES & BENEFITS	80,694	167,082	196,660	178,590
	SUPPLIES	0	0	32,509	36,546
	TRAVEL	0	0	0	0
	EQUIPMENT	0	0	46,000	14,000
	TOTAL WORKFORCE EXPENDITURES	80,694	167,082	275,169	229,136

	<u>22-23</u>	<u>23-24</u>	<u>24-25</u>	<u>25-26</u>
	<u>REQUEST</u>	<u>REQUEST</u>	<u>REQUEST</u>	<u>REQUEST</u>
DEVELOPMENTAL PROGRAMS FULL-TIME FACULTY	0	0	0	0
FACULTY BENEFITS	20,028	50,103	69,235	69,915
PART-TIME FACULTY	180,510	238,588	279,496	287,664
SPECIAL PROGRAMS STAFF SALARIES	325,357	341,718	341,718	444,795
STAFF BENEFITS	123,527	128,847	128,847	165,694
TOTAL SALARIES & BENEFITS	649,422	759,256	819,296	968,068
SUPPLIES	29,857	30,157	300	0
TRAVEL	4,248	6,773	2,525	0
EQUIPMENT	0	0	0	0
TOTAL DEV/SPECIAL PROGRAMS EXPENDITURES	683,527	796,186	822,121	968,068

GRAND TOTALS-010:

SALARIES - 75.9%	6,763,866	7,500,150	7,994,648	8,015,454
BENEFITS - 23.4%	2,049,032	2,253,607	2,363,827	2,475,565
SUPPLIES - 0.5%	107,807	105,167	137,676	49,628
TRAVEL - 0.0%	53,973	54,623	54,623	4,350
EQUIPMENT - 0.2%	52,256	52,776	98,776	22,000
TOTAL 010- EXPENDITURES	9,026,934	9,966,323	10,649,550	10,566,997



	<u>22-23</u>	<u>23-24</u>	<u>24-25</u>	<u>25-26</u>
	<u>REQUEST</u>	<u>REQUEST</u>	<u>REQUEST</u>	<u>REQUEST</u>

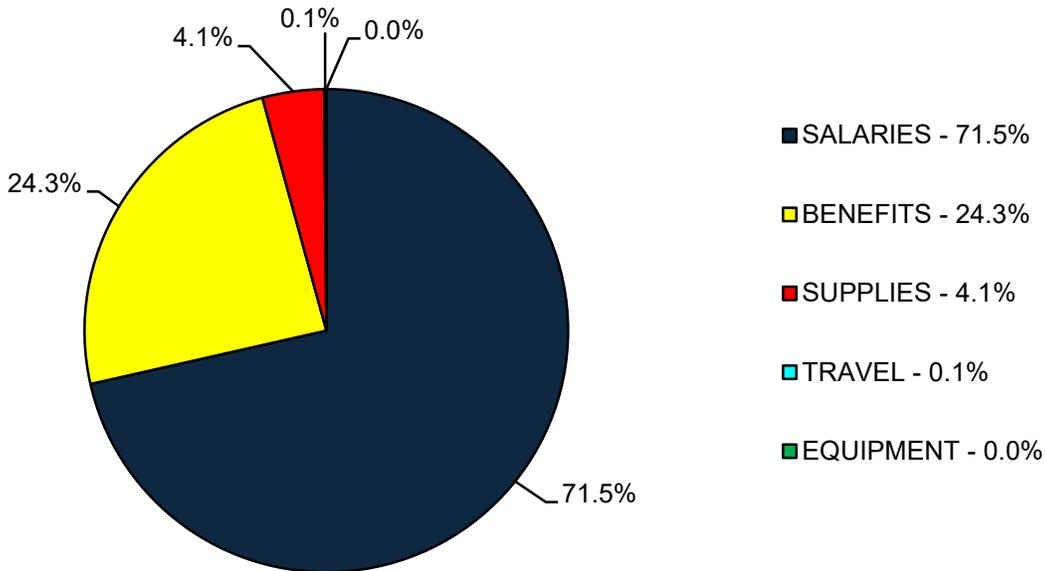
040-ACADEMIC ADMINISTRATION

ACADEMIC ADMINISTRATIVE SALARIES	682,419	709,600	784,494	813,061
BENEFITS	251,695	255,119	275,976	296,176
TOTAL SALARIES & BENEFITS	934,114	964,719	1,060,470	1,109,237
SUPPLIES	6,000	10,250	10,250	23,010
TRAVEL	8,500	6,500	6,500	2,650
EQUIPMENT	0	2,275	2,275	0
TOTAL ACADEMIC ADM. EXPENDITURES	948,614	983,744	1,079,495	1,134,897
TECH. SUPPORT ADMINISTRATIVE SALARIES	725,179	719,593	758,284	791,319
BENEFITS	227,364	224,299	239,017	249,430
TOTAL SALARIES & BENEFITS	952,543	943,892	997,301	1,040,749
SUPPLIES	33,130	33,130	33,100	69,300
TRAVEL	5,000	5,000	5,000	500
EQUIPMENT	6,500	6,500	6,500	0
TOTAL TECH. SUPPORT EXPENDITURES	997,173	988,522	1,041,901	1,110,549

GRAND TOTALS-040:

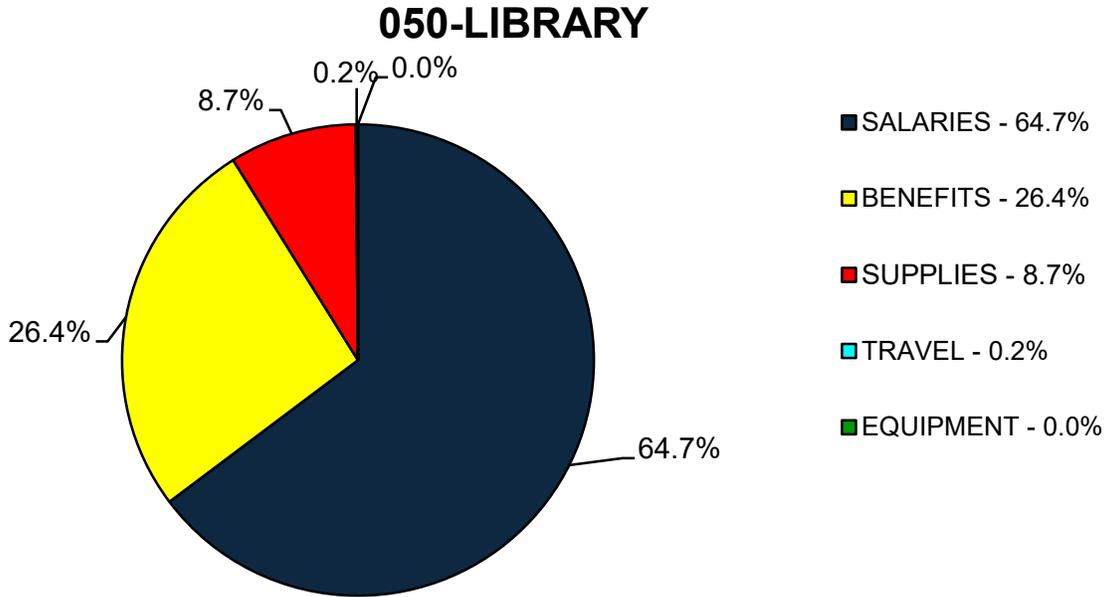
SALARIES - 71.5%	1,407,598	1,429,193	1,542,778	1,604,380
BENEFITS - 24.3%	479,059	479,418	514,993	545,606
SUPPLIES - 4.1%	39,130	43,380	43,380	92,310
TRAVEL - 0.1%	13,500	11,500	11,500	3,150
EQUIPMENT - 0.0%	6,500	8,775	8,775	0
TOTAL 040-EXPENDITURES	1,945,787	1,972,266	2,121,426	2,245,446

040-ACADEMIC ADMINISTRATION



050-LIBRARY

	<u>22-23</u>	<u>23-24</u>	<u>24-25</u>	<u>25-26</u>
	<i>REQUEST</i>	<i>REQUEST</i>	<i>REQUEST</i>	<i>REQUEST</i>
SALARIES - 64.7%	408,582	417,689	446,941	492,808
BENEFITS - 26.4%	166,682	169,136	181,550	200,849
SUPPLIES - 8.7%	82,656	82,656	82,656	66,392
TRAVEL - 0.2%	5,000	5,000	5,000	1,250
EQUIPMENT - 0.0%	20,000	20,000	20,000	0
TOTAL 050-EXPENDITURES	682,920	694,481	736,147	761,299



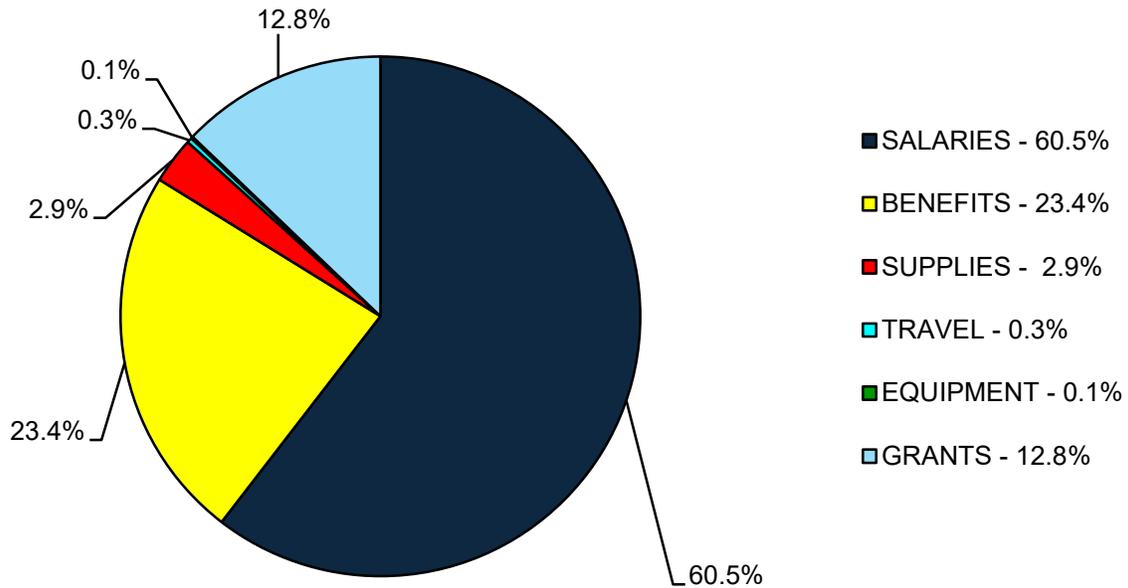
		22-23	23-24	24-25	25-26
		REQUEST	REQUEST	REQUEST	REQUEST
060-STUDENT SERVICES					
STUDENT SERVICES	SALARIES	599,846	719,954	1,034,348	930,109
	BENEFITS	230,422	276,199	391,457	354,712
TOTAL	SALARIES & BENEFITS	830,268	996,153	1,425,805	1,284,821
	SUPPLIES	599,717	599,717	49,708	87,157
	TRAVEL	22,202	19,702	22,202	1,480
	EQUIPMENT	15,000	15,000	15,000	0
	GRANT	0	0	0	0
TOTAL STUDENT SERVICE EXPENDITURES		1,467,187	1,630,572	1,512,715	1,373,458
COUNSELING	SALARIES	376,020	409,790	620,956	633,119
	BENEFITS	137,213	144,028	252,822	257,775
TOTAL	SALARIES & BENEFITS	513,233	553,818	873,778	890,894
	SUPPLIES	3,827	3,827	3,827	550
	TRAVEL	3,250	3,250	3,250	1,000
	EQUIPMENT	0	0	0	0
TOTAL COUNSELING EXPENDITURES		520,310	560,895	880,855	892,444
FINANCIAL AID	SALARIES	294,301	250,984	327,639	418,304
	BENEFITS	126,392	85,054	134,061	168,556
TOTAL	SALARIES & BENEFITS	420,693	336,038	461,700	586,860
	SUPPLIES	8,570	40,099	21,320	9,993
	TRAVEL	4,350	10,635	10,635	8,465
	GRANTS	333,209	333,209	333,209	333,209
	EQUIPMENT	0	4,296	4,296	4,296
TOTAL FINANCIAL AID EXPENDITURES		766,822	724,277	831,160	942,823
STUDENT EMP.	SALARIES	65,600	65,600	65,600	65,600
	BENEFITS	10,003	10,050	10,006	10,006
TOTAL	SALARIES & BENEFITS	75,603	75,650	75,606	75,606
	SUPPLIES	0	0	0	0
	SEOG MATCH	15,481	0	0	0
TOTAL FINANCIAL AID EXPENDITURES		91,084	75,650	75,606	75,606
WORKFORCE TR	SALARIES	30,225	0	0	0
	BENEFITS	12,390	0	0	0
	SUPPLIES	0	0	0	0
	TRAVEL	0	0	0	0
	GRANTS	102,340	102,340	104,347	101,828
TOTAL WORKFORCE TRAINING EXPENDITURES		144,955	102,340	104,347	101,828

GRAND TOTALS-060:

SALARIES - 60.5%
 BENEFITS - 23.4%
 SUPPLIES - 2.9%
 TRAVEL - 0.3%
 EQUIPMENT - 0.1%
 GRANTS - 12.8%

	<u>22-23</u>	<u>23-24</u>	<u>24-25</u>	<u>25-26</u>
	<u>REQUEST</u>	<u>REQUEST</u>	<u>REQUEST</u>	<u>REQUEST</u>
SALARIES - 60.5%	1,365,992	1,446,328	1,991,662	2,047,132
BENEFITS - 23.4%	516,420	515,331	788,346	791,049
SUPPLIES - 2.9%	612,114	643,643	74,855	97,700
TRAVEL - 0.3%	29,802	33,587	36,087	10,945
EQUIPMENT - 0.1%	15,000	19,296	19,296	4,296
GRANTS - 12.8%	451,030	435,549	437,556	435,037
TOTAL 060-EXPENDITURES	2,990,358	3,093,734	3,347,802	3,386,159

060-STUDENT SERVICES



22-23	23-24	24-25	25-26
REQUEST	REQUEST	REQUEST	REQUEST

080-INSTITUTIONAL SUPPORT

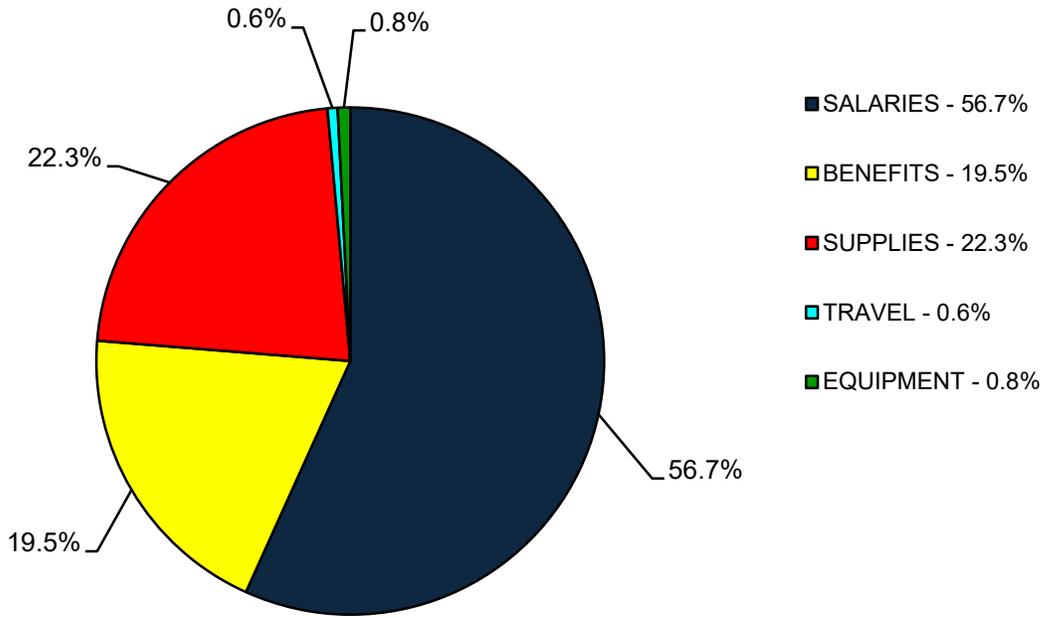
PRESIDENT'S OFFICE SALARIES	615,132	640,900	696,357	727,386
BENEFITS	177,809	184,892	200,530	209,721
TOTAL SALARIES & BENEFITS	792,941	825,792	896,887	937,107
SUPPLIES	65,385	65,385	65,385	81,882
TRAVEL	38,355	38,355	38,355	24,700
EQUIPMENT	4,500	4,500	4,500	0
TOTAL PRESIDENTIAL EXPENDITURES	901,181	934,032	1,005,127	1,043,689
ADMINISTRATIVE SERVICES SALARIES	1,455,004	1,487,459	1,765,910	1,554,010
BENEFITS	586,851	626,855	554,524	581,894
TOTAL SALARIES & BENEFITS	2,041,855	2,114,314	2,320,434	2,135,904
SUPPLIES	1,159,563	1,578,518	1,474,502	842,714
TRAVEL	20,050	20,050	19,550	2,600
EQUIPMENT	10,450	10,450	10,450	36,000
TOTAL ADMINISTRATIVE EXPENDITURES	3,231,918	3,723,332	3,824,936	3,017,218
EDUCATIONAL SERVICES SALARIES	185,913	193,351	217,833	301,114
BENEFITS	61,218	63,168	69,671	96,307
SUPPLIES	113,552	273,647	160,000	90,420
TRAVEL	5,000	5,000	5,000	2,000
EQUIPMENT	1,200	1,200	1,200	0
TOTAL EDUCATIONAL SERV EXPENDITURES	366,883	536,366	453,704	489,841

	<u>22-23</u>	<u>23-24</u>	<u>24-25</u>	<u>25-26</u>
	<u>REQUEST</u>	<u>REQUEST</u>	<u>REQUEST</u>	<u>REQUEST</u>
SALARIES - 56.7%	2,256,049	2,321,710	2,680,100	2,582,510
BENEFITS - 19.5%	825,878	874,915	824,725	887,922
SUPPLIES - 22.3%	1,338,500	1,917,550	1,699,887	1,015,016
TRAVEL - 0.6%	63,405	63,405	62,905	29,300
EQUIPMENT - 0.8%	16,150	16,150	16,150	36,000
TOTAL 080-ADMINISTRATION	4,499,982	5,193,730	5,283,767	4,550,748

GRAND TOTAL-080:

SALARIES - 56.7%
 BENEFITS - 19.5%
 SUPPLIES - 22.3%
 TRAVEL - 0.6%
 EQUIPMENT - 0.8%

080-INSTITUTIONAL SUPPORT



	<u>22-23</u>	<u>23-24</u>	<u>24-25</u>	<u>25-26</u>
	<u>REQUEST</u>	<u>REQUEST</u>	<u>REQUEST</u>	<u>REQUEST</u>

090-MAINTENANCE & OPERATIONS

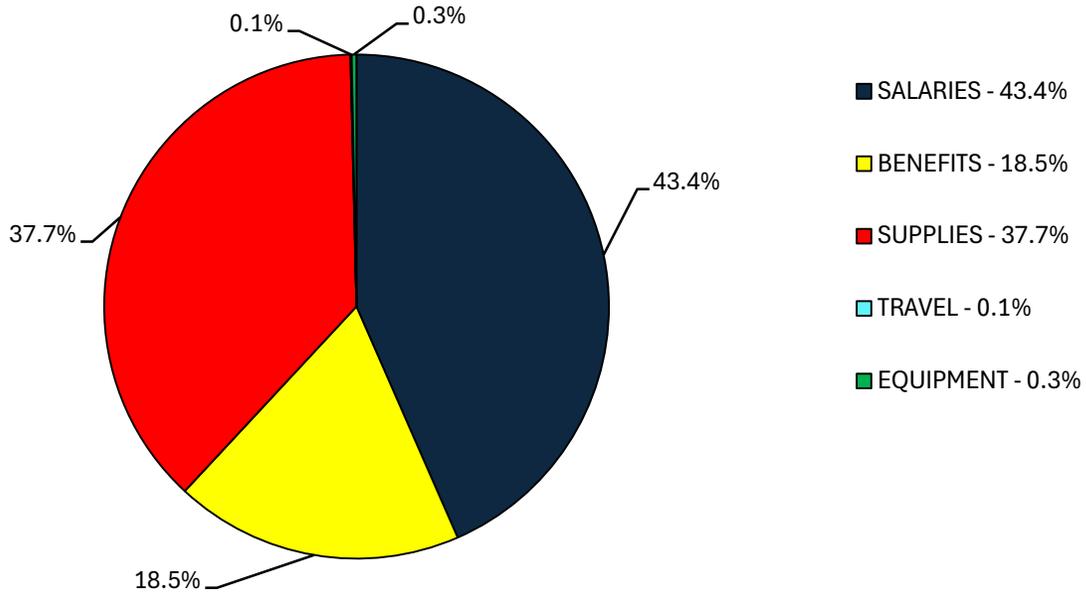
TOTAL UTILITIES	800,730	1,075,800	846,000	825,000
TOTAL RENTALS	15,000	15,000	15,000	0
BUILDING MAINTENANCE SALARIES	1,062,803	1,138,857	1,154,849	1,227,660
BENEFITS	490,704	486,938	496,969	530,406
TOTAL SALARIES & BENEFITS	1,553,507	1,625,795	1,651,818	1,758,066
SUPPLIES	398,967	392,343	447,343	426,818
TRAVEL	3,275	3,275	3,275	1,500
EQUIPMENT	15,587	15,587	15,587	11,000
TOTAL MAINTENANCE & OP EXPENDITURES	1,971,336	2,037,000	2,118,023	2,197,384
GROUNDS SALARIES	79,062	84,441	86,916	90,473
BENEFITS	42,061	42,754	45,406	48,309
TOTAL SALARIES & BENEFITS	121,123	127,195	132,322	138,782
SUPPLIES	28,610	28,610	28,610	17,120
TRAVEL	0	0	0	0
EQUIPMENT	0	0	0	0
TOTAL GROUNDS EXPENDITURES	149,733	155,805	160,932	155,902
SECURITY SALARIES	179,413	176,127	182,691	190,911
BENEFITS	72,095	56,777	60,208	62,917
TOTAL SALARIES & BENEFITS	251,508	232,904	242,899	253,828
SUPPLIES	170,829	170,829	170,829	40,000
TRAVEL	4,000	4,000	4,000	1,250
EQUIPMENT	5,000	5,000	5,000	0
TOTAL SECURITY EXPENDITURES	431,337	412,733	422,728	295,078

GRAND TOTALS-090:

SALARIES - 43.4%
 BENEFITS - 18.5%
 SUPPLIES - 37.7%
 TRAVEL - 0.1%
 EQUIPMENT - 0.3%

	<u>22-23</u>	<u>23-24</u>	<u>24-25</u>	<u>25-26</u>
	<u>REQUEST</u>	<u>REQUEST</u>	<u>REQUEST</u>	<u>REQUEST</u>
SALARIES - 43.4%	1,321,278	1,399,425	1,424,456	1,509,044
BENEFITS - 18.5%	604,860	586,469	602,583	641,632
SUPPLIES - 37.7%	1,414,136	1,682,582	1,726,382	1,308,938
TRAVEL - 0.1%	7,275	7,275	7,275	2,750
EQUIPMENT - 0.3%	20,587	20,587	20,587	11,000
TOTAL 090-EXPENDITURES	3,368,136	3,696,338	3,781,283	3,473,364

090-MAINTENANCE & OPERATIONS

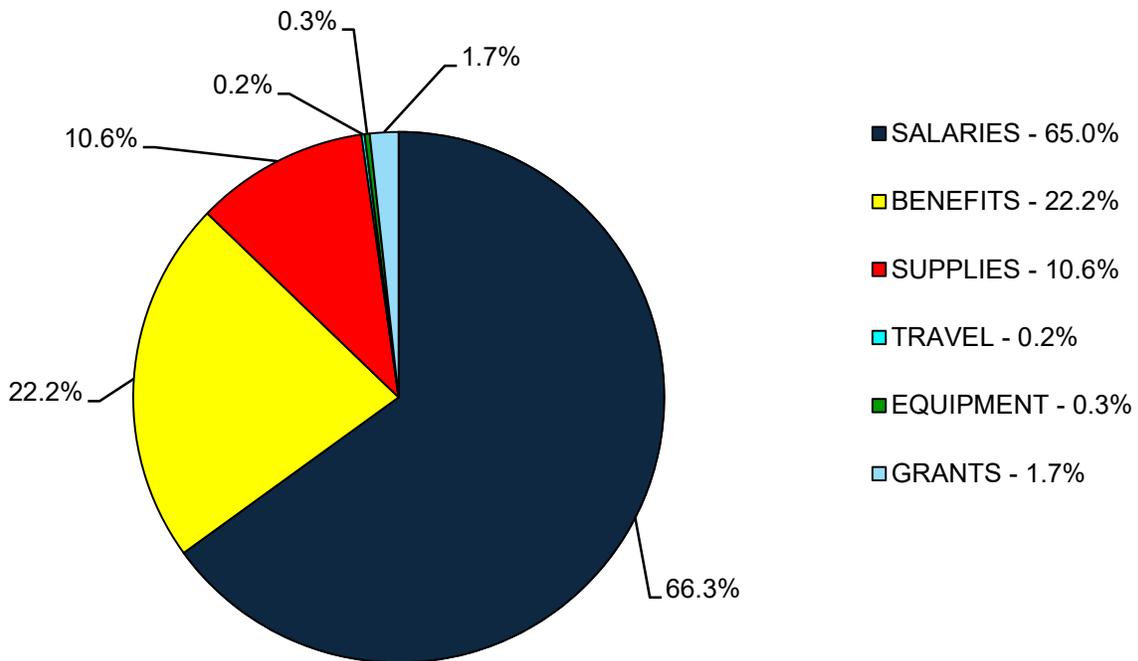


**GRAND TOTALS
ALL PROGRAMS**

SALARIES - 65.0%
 BENEFITS - 22.2%
 SUPPLIES - 10.6%
 TRAVEL - 0.2%
 EQUIPMENT - 0.3%
 GRANTS - 1.7%

	<u>22-23</u>	<u>23-24</u>	<u>24-25</u>	<u>25-26</u>
	<i>REQUEST</i>	<i>REQUEST</i>	<i>REQUEST</i>	<i>REQUEST</i>
	13,523,365	14,514,495	16,080,585	16,178,735
	4,641,931	4,878,876	5,276,024	5,513,865
	3,594,343	4,474,978	3,546,236	2,629,984
	172,955	175,390	177,390	51,745
	130,493	137,584	183,584	73,296
	451,030	435,549	437,556	435,037
	<u>22,514,117</u>	<u>24,616,872</u>	<u>25,701,375</u>	<u>24,882,662</u>

GRAND TOTALS ALL PROGRAMS





CHILDCARE CENTER LEASE

Information / Action

Description

Big Bend Community College proposes to lease its on-campus childcare center to a qualified external provider to ensure continued access to licensed childcare services for students, employees, and the community. This approach addresses operational limitations while preserving educational and community benefits. The proposal aligns with BBCC's mission, strategic goals, and SBCTC's real property acquisition criteria.

Recommended Motion

"I move that we request the State Board for Community and Technical Colleges to consider and approve the childcare center lease proposal."

Prepared by Vice President Daneen Berry-Guerin

Big Bend Community College – Childcare Center Lease Proposal

August 2025

Executive Summary

Big Bend Community College (BBCC) proposes to lease its on-campus childcare center to a qualified external provider to ensure continued access to licensed childcare services for students, employees, and the community. This approach addresses operational limitations while preserving educational and community benefits. The proposal aligns with BBCC's mission, strategic goals, and the State Board for Community and Technical Colleges (SBCTC) real property acquisition criteria.

Board Review

On August 28, 2025, the Big Bend Community College Board of Trustees shall review the College's proposal to lease the campus childcare center to an external provider. The provider will deliver licensed childcare services to BBCC students, employees, and the broader community. The Board shall review the RFP, draft lease agreement, and supporting documentation and shall vote to request the State Board for Community and Technical Colleges consider and approve the proposal.

To support this request, BBCC provides the following responses to the Section C Findings outlined in SBCTC's *Real Property Acquisitions for College Use or the Joint Use of College Facilities* policy.

Section C Findings

1. Appropriateness for the College

a. Mission Alignment

This proposal directly supports BBCC's mission to promote student success and community engagement. Access to affordable, high-quality childcare is a known barrier to student persistence and completion, particularly for parenting students.

b. Programmatic Need

Childcare is a critical student support service. BBCC previously operated the center but, due to staffing shortages and operational challenges, is no longer able to do so. Leasing the facility ensures continuity of service without compromising quality or compliance.

c. Strategic Plan Alignment

The proposal aligns with BBCC's strategic goals to: increase student access and success; strengthen community partnerships; ensure fiscal and operational sustainability.

d. Master Plan Alignment

The childcare center is an existing facility on campus (Buildings 1300A & 1300B), and its continued use for childcare is consistent with campus planning and avoids any need for new construction or repurposing.

e. Proposed Use

The RFP and lease (document attached) clearly define the scope of services: full-day care, infant care, drop-in services for college events, and practicum site access opportunities for BBCC's Early Childhood Education (ECE) students.

f. Proposed Users

Primary users include BBCC students, employees, and community members, with prioritization in said order. This prioritization ensures the facility serves the college's educational mission.

g. Alternatives Considered

Following the lifting of a temporary license suspension by DCYF in February 2025, BBCC evaluated the feasibility of resuming operations. Due to the loss of qualified staff and limited

administrative capacity, internal operation was deemed unsustainable. Leasing to a qualified provider emerged as the most viable and mission-aligned solution.

2. Appropriateness for the Community

a. Community Need

Moses Lake and surrounding area face a shortage of licensed childcare providers, particularly those accepting state subsidies. The proposal addresses this gap by ensuring continued access to on-campus childcare for families with limited options.

b. Community Support

BBCC has communicated transparently with stakeholders through campus-wide updates and community engagement. Interest from multiple licensed providers reflects strong support. Additionally, BBCC has received informal feedback from students and staff expressing the importance of maintaining on-campus childcare access.

c. Community Impact

The center's location on campus and its prioritization of BBCC-affiliated families minimizes competition with existing providers. Alternately, it complements local services and expands capacity in a high-need area.

3. College/State Benefits & Obligations:

a. Documentation

The attached RFP and draft lease agreement outline terms, responsibilities, and expectations including licensing, insurance, and operational standards.

b. Oversight and Accountability

BBCC will retain oversight through annual evaluations of services, the designated lease administrator (VP for Administrative Services), and regular reporting and compliance monitoring. BBCC also maintains infrastructure support (e.g., utilities, maintenance).

c. Financial Structure

Lease terms include monthly rent with CPI-based adjustments, leasehold excise tax, and the potential for utility reimbursement through negotiation. This structure offsets facility maintenance costs and generates revenue without operational burden.

d. College Control

BBCC retains control over facility use and hours of operation, user prioritization, maintenance standards, and approval of signage and advertising.

e. Code Compliance

The provider must maintain valid licensing and comply with all applicable federal, state, and local regulations.

4. Improvements by Third Party

Not applicable unless the selected provider proposes capital improvements. If so, BBCC will comply with SBCTC requirements for liability agreements, ground leases, code compliance, prevailing wage rates, title transfers, and college's establishment of facility program specifications and consistency with campus master plan.

5. Financial & Programmatic Advantages

BBCC avoids the cost of direct operation while generating lease revenue to support upkeep of facility and grounds and offsetting utility expenses. ECE students gain practicum opportunities on campus, students and employees have access to on-campus childcare, and the provider accepts childcare subsidies.

- a. Duration
Initial lease term is five years, renewable annually thereafter.
- b. Agreement Terms and Process
BBCC issued a public RFP with a draft contract, both of which were reviewed by legal counsel. The RFP process required site visits by interested providers and includes transparent evaluation criteria.
- c. Risk
Insurance requirements include general liability, property damage, corporal punishment coverage, and accident insurance for children. The lease also includes indemnification clauses and compliance with all licensing standards.
- d. Financial Responsibility
The provider assumes operational costs and liabilities while BBCC retains ownership, oversight, and infrastructure support.

BBCC shall respectfully request SBCTC's approval of this lease proposal. The College has conducted an evaluation of its operational capacity, community needs, and strategic priorities. This proposal ensures continued childcare services on campus while maintaining fiscal responsibility and educational value. BBCC is prepared to implement the lease upon approval and will continue to monitor and evaluate services annually.



BIG BEND COMMUNITY COLLEGE
7662 CHANUTE ST. NE
MOSES LAKE, WA 98837-3299

REQUEST FOR PROPOSAL

RFP #250812

Attn. Joe Auvil, Director of Purchasing

(509) 793-2016 - Office

joea@bigbend.edu

Date of RFP: August 12, 2025

DUE Date: August 27, 2025 by 3:30 pm PST

Please provide pricing for the items/scope of work listed below. Unless otherwise indicated within this RFQ/RFP, this RFQ/RFP is to be considered an all-or-nothing bid. Partial bids will be deemed an incomplete bid and will not be considered.

Overview of this RFQ/RFP

The purpose of this Request for Proposal is to obtain proposals from qualified entities to provide affordable, high-quality, on-campus childcare services located at Big Bend Community College (BBCC), 7356 Andrews St. NE, Moses Lake, WA 98837.

The Childcare Center (buildings 1300A & 1300B) has classroom spaces with adjoining restrooms, kitchen and laundry facilities, office and storage spaces, and play yards (see **Attachment G**, Floor Plans).

RFQ/RFP scope of work to Include:

The successful contractor will be required to:

- Meet the minimum qualifications:
 - Licensed to provide childcare services in the State of Washington
 - Five (5) years' experience providing childcare services to multiple age groups
- Provide comprehensive childcare services for BBCC students and staff.
- Provide services for five (5) days a week, Monday through Friday, 12 months a year from 7:00 a.m. to 5:30 p.m., excluding national holidays. The hours may be amended, pending changing childcare needs, by mutual agreement between the successful contractor and the College.
- Provide drop-in childcare for up to 15 evening college events a year, in addition to the above regular hours.
- Provide access as a practicum site for BBCC's Early Childhood Education academic programming.
- Prioritize waitlists, in order, for BBCC students, BBCC employees, and community members.
- Offer infant care.
- Accept all students enrolled in any state or federal childcare subsidy program with no limits or quotas on the number of students served who receive childcare subsidies.

- Agree to work with childcare subsidy programs and adhere to the terms for payment of childcare fees on behalf of qualifying students and employees.
- Consider offering discounted rates for students and employees who do not qualify for state subsidies.
- Adhere to all listed Terms and Conditions listed in this Request for Proposal.

PROPOSAL CRITERIA AND EVALUATION

Big Bend Community College will evaluate all proposals and rank them based on the following proposal criteria:

- 25 points – Introduction & Profile
- 10 points – Bid qualifications (does the bid meet the specifications of the RFQ/RFP)
- 25 points – Operation of Childcare (does the bidder meet the qualifications required to provide the product/service per the RFQ/RFP)
- 10 points – 4 references from other customers
- 20 points – Budget & Fees
- 5 points – Bid is complete (includes Attachments C & D, references, W-9 form, etc.)
- 5 points – OMWBE Declaration form included in bid documents (includes Attachment B)

Please submit your Proposal with required documents in the following order and label each section as outlined below. Proposals that do not comply with this request will be considered as non-responsive and will not be considered.

1. Introduction & Profile (25%)

- 1.1. Prepare a letter of introduction to Big Bend Community College.
- 1.2. Sign and submit Certifications & Assurances (see **Attachment C**).
- 1.3. Describe your experience as a childcare provider serving infants, toddlers, preschoolers, school age children, and DSHS clients. Include the length of time operating as a State of Washington licensed childcare provider. Include/attach verification of license to conduct childcare services in the State of Washington.
- 1.4. Provide owner and current staff qualifications.
- 1.5. Has the company, or any officer or employee thereof, ever been involved or associated with a childcare center that has had a license denied, suspended, or revoked? If yes, please explain.
- 1.6. Has the company, or any officer or employee thereof, ever had a status or taken any action that is listed in WAC Chapter 110-300 as cause for denial, suspension, revocation, modification, or non-renewal of a license? If so, describe the status or action(s) and the date(s) thereof, and state the outcome.
- 1.7. Provide a copy of current company W-9, business license, and UBI number.

2. Operation of Childcare Center 25%

- 2.1. State who you intend to be the director of the center. Include their education and experience.
- 2.2. State the education, experience, on-going training, and other requirements or qualifications you will require for each employee of the center.
- 2.3. Describe the educational activity program/curriculum you will provide for children at the center.
- 2.4. Describe how you will provide first prioritization childcare enrollment openings to BBCC students and second prioritization childcare enrollment openings to BBCC employees.
- 2.5. Describe your plan for operation and level of service (i.e. hours of operation, yearly calendar, methods of recruitment, rate schedules (full day rates, part day rates, weekly/monthly rates, flexible scheduling?), and cost of service to students, BBCC employees, and community members. See **Attachment F** for a sample of the College's annual calendar and list of holidays.
- 2.6. Describe how you will ensure accessibility for children with disabilities and accommodate diverse cultural and linguistic needs into childcare operations.

- 2.7. At minimum, the provider shall serve as a practicum site for BBCC Early Childhood Education (ECE) program students. Provide a statement describing if you are willing and able to meet State of Washington, Federal, and/or other standards to serve as a practicum site for ECE students; serve as a lab school; and provide experienced staff with the ability to supervise ECE practicum.

3. Budget and Fees 20%

- 3.1. List all fees and other charges you will impose on clients of the Facility during the period of the contract, including registration fees, late fees, meal and snack fees, etc.
- 3.2. Describe how, if at all, you will make any changes to those fees and charges.
- 3.3. BBCC is continually seeking to find ways to provide financial support for our students. Access to affordable childcare can be a significant challenge for our students. The support often comes in the form of grants where specific deliverables or requirements are tied to the funding. Describe if you are able and willing to collaborate with BBCC to support grant deliverables attached to grant funding allocations.

4. References 10%

- 4.1. Identify, by name, address, business telephone number, and contact person, at least three unrelated and unaffiliated organizations and/or parents to whom you have recently provided childcare services and briefly describe the services performed for each. Reference checks will be made using **Attachment E** information.

The successful Contractor will be offered a lease agreement with Big Bend Community College (see **Attachment H**). The lease term will be effective October 1, 2025, for a five-year period, after which it may be renewed on an annual basis. The yearly lease amount with annual increases not to exceed CPI will be negotiated during the next phase of the RFP process and will be based on the submitted proposal. The lease will be paid in monthly installments plus current leasehold excise tax.

The State Board of Community & Technical Colleges (SBCTC) must provide approval prior to the lease being signed.

In the event a contract cannot be negotiated with the apparent successful proposal, Big Bend Community College will negotiate with the next qualified proposal until a contract is reached or will cancel the RFP.

MANDATORY SITE VISIT REQUIRED

A mandatory site visit is required for this RFQ/RFP, and site visits will be scheduled from August 19 through August 22, 2025, during regular workdays and hours. Please contact Joe Auvil at 509-793-2016 or joea@bigbend.edu to schedule an appointment.

Prevailing Wage Notification-

Per Washington State Labor & Industries (L&I) laws, this work may be defined as a public works project and may be subject to prevailing wage laws and regulations. Contractor will be required to complete all L&I filings related to this project, with prevailing wages as listed by L&I for Grant County, Washington.

Prevailing Wage requirements are **not** required for this RFQ/RFP.

RFQ/RFP Schedule-

Date(s)	Description
08/12/25	RFQ/RFP is sent out and publicly posted to WEBS (Washington Electronic Business Solutions)
8/19/25 – 8/22/25	Scheduled Site Visits (contact Joe Auvil at 509-793-2016 or joes@bigbend.edu to arrange an appointment.)
8/25/25 - 4:00 pm	Window for asking questions about the RFQ/RFP closes – All answers to questions submitted posted to WEBS
8/27/25 - 3:30 pm	Bid closes – all bids must be received by 3:30 pm
8/28/25 – 8/29/25	Bid evaluations conducted
9/2/25 - 3:00 pm	Bid Award announced – Bid evaluation matrix e-mailed to all participating bidders (Notice of Intent to Award)
9/5/25	Contract/Purchase order sent to prevailing bidder as needed.

Submission Check List

- Name, address, and contact information for company and authorized representative of Bidder.
- Pricing for RFP as outlined in the scope of work section
- Any Required documentation for Vendor Qualifications (i.e. contractor license, business license, applicable certifications, etc. as noted within the RFQ/RFP)
- Attachment E – Reference List (submission requirements section 16 below)
- Listing of prior work experience with BBCC (submission requirements section 16 below)
- Attachment B – OMWBE Qualifier Declaration (submission requirements section 6 below)
- Attachment C - Certification and Assurance form (submission requirements section 15 below)
- Attachment D – Wage Theft Prevention Declaration (submission requirements section 15 below)
- Current W-9 IRS Tax ID Number Form (submission requirements section 15 below)

Specific Submission Requirements for this RFQ/RFP

- 1 All quotes/bids and questions about this RFQ/RFP must be submitted to Joe Auvil, Director of Purchasing. Any quotes/bids or questions not submitted directly to Joe Auvil will not be considered.
- 2 Quote/bid submissions may be mailed/delivered to the address listed in the heading of this RFQ/RFP, or may be e-mailed to Joe Auvil, Director of Purchasing at joea@bigbend.edu with the subject line indicating the RFQ/RFP number listed above. All submissions must be received by the due date and time listed above. It is the bidder's responsibility to assure that their bid submission was received by Joe Auvil by the due date and time of this RFQ/RFP. It is strongly advised that bidders obtain an e-mail confirmation that their bid was received.
- 3 ~~All prices must be FOB Big Bend Community College, Moses Lake, Wa. 98837. Big Bend Community College will accept legal title to all goods at point of delivery on the campus. The contractor determines the mode of freight and accepts responsibility for payment of freight charges. Contractor accepts responsibility for processing any required freight claims.~~
- 4 Freight delivery times for BBCC: Monday to Friday, 8:00 am to 2:30 pm except for holidays.
Shipping/Freight Delivery address is:
Big Bend Community College
6842 30th Ave. NE
Building 1500—Receiving
Moses Lake, WA 98837-3299
- 5 ~~Payment terms will be by purchase order with payment made within 30 days of receipt of an acceptable invoice following the satisfactory delivery of the product/services.~~
- 6 Per WAC Title 326, Washington State agencies are required to track and encourage purchases and contracts with businesses owned by a woman, a minority, a veteran, or a disadvantaged small business. All bids are required to indicate on **Attachment B** if your business meets any of these criteria and be prepared to provide documentation to verify that standing if requested.

The following voluntary numerical OMWBE participation requirements have been established for this BBCC procurements:

Minority Business Enterprises (MBEs): 10% AND Women's Business Enterprises (WBEs): 8%.

These goals are voluntary, but achievement of the goals is encouraged. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, Per RCW 49.60.400(1), no preference will be included in the evaluation of bids/proposals, no minimum level of OMWBE participation shall be required as a condition for receiving an award or completion of the contract work, and bids/proposals will not be rejected or considered non-responsive if they do not include OMWBE participation. Bidders may contact OMWBE at (360) 753-9693 to obtain information on certified firms for potential subcontracting arrangements.

All bid submissions **must** include the **Attachment B** form completed and signed.
- 7 Big Bend Community College will not be liable for any costs incurred by the company in preparation of a proposal submitted in response to this RFQ/RFP, in site visit expenses, in conduct of a presentation, or any other activities related to responding to this RFQ/RFP.
- 8 Unless specifically excluded in the "RFQ/RFP scope of work" section above, all quotes must include all licensing, permits, application, and/or filing fees. If the scope of the RFQ/RFP requires work to be done on Big

Bend Community College Campus property, bidders must include all applicable prevailing wage filing fees required by Washington State Department of Labor and Industries (L&I). Prevailing wages are for Grant County, WA. The L&I "Intent to pay prevailing wage" form must be provided to Big Bend Community College following the contract award and prior to any work being started.

- 9 All quotes must include Washington State sales tax at the current rate of 8.2% for Grant County, Wa. 98837-3299. *Some invoicing software will return an 8.4% sales tax rate if the zip code entered is only the 5-digit zip code. This rate applies to businesses within Moses Lake city limits, and BBCC is not located within the city limits. Using the full 9-digit zip code will usually return the correct sales tax rate of 8.2%.*
- 10 The college reserves the right to reject or accept products/services that do not meet the requirements of the proposal. This RFQ/RFP does not obligate Big Bend Community College to contract for the products/services listed herein.
- 11 **Quote to contract** - Your bid response to this RFQ/RFP is an offer to contract with the college. A bid response becomes a contract when it is officially accepted as a winning bid in writing by the college. This is generally recognized by the Notice of Award e-mail, **and** the issuance of a BBCC purchase order.
- 12 Procedures for complaints, disputes and protests regarding this RFQ/RFP are defined below:

COMPLAINT PROCEDURES

The complaint process occurs early in the solicitation, after the question/answer period, to catch mistakes and errors before vendors submit a response. The complaint process helps BBCC ensure an open/transparent process. The purpose is to settle unresolved vendor issues before bids are submitted.

Grounds for complaint:

A vendor may file a complaint relative to a solicitation based on the following:

- The solicitation unnecessarily restricts competition;
- The evaluation/scoring process is unfair or flawed; or
- The solicitation requirements are inadequate or insufficient to prepare a response

Vendor Complaints:

- Must be in writing (email is acceptable)
- Must be sent to the Director of Purchasing no later than 5 days prior to bid deadline
- Should clearly articulate the basis for the complaint
- Should include a proposed remedy

Upon receipt of a written complaint, the Director of Purchasing will:

- Review the complaint.
- Respond to the complaint in writing.
- Post the complaint and solution, if any, to WEBS, the state procurement website.

The agency complaint process does not include an appeal process. The complaint may not be raised again during the protest period.

PROTEST PROCEDURES

Any participant in a competitive solicitation (RFQ/RFP) may request a debriefing conference within three business days after the Notice of Intent to Award is published. During this conference, only matters relating to the submissions by the party who requested the conference may be discussed; competitor's submissions may ***not*** be discussed. This debriefing conference may take the form of an exchange of e-mails, a phone call, or a meeting in person.

Only parties who attend a debriefing conference may subsequently file a formal protest, in writing, during the next five business days. The protest shall state the cause of the action relating to one or more of these following criteria ***only***:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the scores or prices; or
- Non-compliance with procedures described in the solicitation document, agency policies or the Revised Code of Washington.

BBCC will respond to the protest within ten business days or advise when it will be adjudicated if additional time is required. The response will be provided by a BBCC administrator who has not been involved in the subject procurement. Aggrieved parties who wish to appeal the response may do so in the Superior Court of Grant County, WA.

13 Bidders are required to read and understand all information contained within this entire quote package. See **Attachment A** for General Terms & Conditions and **Attachment H** for Lease Agreement. The General Terms and Conditions and Lease Agreement attached to this RFQ/RFP are the terms and conditions of this RFQ/RFP. A bid submission in response to this RFQ/RFP is deemed an acceptance of the General Terms & Conditions of this RFQ/RFP and the terms of the Lease Agreement by the bidder. Any requested deviations from these terms can/may be interpreted as the bid not meeting the requirements of this RFQ/RFP and therefore being disqualified or awarded reduced points in scoring towards the bid qualification section of the evaluation process.

14 **Public Records** – All documents submitted by Bidders to the College as part of this procurement will become public records. They are subject to disclosure unless specifically exempt under Revised Code of Washington (RCW) 42.56 (The Public Records Act).

All bids submitted for this RFP/RFQ will be exempt from public disclosure during the bid process (RCW 39.26.030), but will become eligible for public disclosure once the prevailing bidder has been announced (Notice of Intent to Award).

Any bids marked “Confidential”, “Proprietary”, “Trade Secret”, or similarly indicate confidential information will be rejected and returned to the bidder.

15 All bids are required to include **Attachment C**, Certification and Assurance form signed by an authorized signatory of the bidding company. Any bid submissions missing this attachment will be disqualified.

All bids are required to include **Attachment D**, Contractor Certification - Wage Theft Prevention – Responsible Bidder Criteria form signed by an authorized signatory of the bidding company. Any bid submissions missing this attachment will be disqualified.

All bids are required to include a current copy of their **W-9 IRS Tax ID** number form. Any bid submission missing this form will be subject to reduced scoring points in the bid evaluation.

16 At the close of the bid deadline, all bids received will be evaluated by the Director of Purchasing and the end user(s). The following matrix for scoring each bid will generally be followed:

25 points – Introduction & Profile

10 points – Bid qualifications (does the bid meet the specifications of the RFQ/RFP)

25 points – Operation of Childcare (does the bidder meet the qualifications required to provide the product/service per the RFQ/RFP)

10 points – 4 references from other customers

20 points – Budget & Fees

5 points – Bid is complete (includes Attachments C & D, references, W-9 form, etc.)

5 points – OMWBE Declaration form included in bid documents (includes Attachment B)

17 Big Bend Community College may change the evaluation criteria at its option based on what the RFQ/RFP is for, and the applicability of an evaluation criteria category to the RFQ/RFP item.

18 Other Institutions Eligible for Purchase:

WASHINGTON INSTITUTIONS OF PUBLIC HIGHER EDUCATION (WIPHE)

This solicitation is being issued by Big Bend Community College (The Lead Institution) pursuant to the Inter-local Cooperative Act, RCW 39.34, and offers the bidder an opportunity to make any resulting contract available to members of the Washington Institutions of Public Higher Education (WIPHE). **Attachment E** contains information about the WIPHE cooperative membership and the terms and conditions of such arrangements. There are no WIPHE members committed to participate in this RFQ/RFP, but potential participants are identified in **Attachment E**. Participation in the WIPHE program is voluntary for potential bidders. If you wish to make your product/service available to this program, please sign and return **Attachment E** with your bid submission.

19 Current COVID-19 Protocols (This section is not applicable at this time)

~~The WA State Governor's proclamation 21-14.1 requires any on-site contractors that will provide any services or perform any work for BBCC while physically present at a building, facility, jobsite, project site, unit, or other defined area owned, leased, occupied by, or controlled by BBCC, must follow the requirements of this proclamation. As of October 18, 2021, you may not send any worker to perform services on-site at a BBCC facility if the worker is not fully vaccinated against COVID-19, unless the worker has been granted a valid disability or religious accommodation by you, their employer. You **MUST** complete and sign **Attachment F** COVID Protocol Contract Addendum, which will become part of the prevailing bid's contract/PO. Failure to include this attachment will cause your bid to be rejected for non-compliance.~~

20 Once the bid has closed and the evaluation of the bids has been completed, the Director of Purchasing will send by e-mail a copy of the evaluation results to all participating bidders and announce the prevailing bidder. The actual contract/purchase order will be sent to the winning bidder 3 business days following the Notice of Intent to Award having been sent out, unless otherwise indicated in the RFQ/RFP schedule listed above. In the event the award is officially protested by one of the bidders in the RFQ/RFP, the issuance of the actual contract/purchase order will be delayed until the protest procedures have been completed.

Thank You,

Joe Auvil

Director of Purchasing
Big Bend Community College
7662 Chanute St. NE
Moses Lake, WA 98837-3299
Phone: 509-793-2016
Email: joca@bigbend.edu

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" shall mean Big Bend Community College of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- D. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.
- E. CONFIDENTIAL INFORMATION means information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 of the Revised Code of Washington (RCW) or other state or federal law. Confidential Information includes, but is not limited to, personal information as defined in RCW 19.255.010 and RCW 42.56.590, names, addresses, social security numbers, e-mail addresses, telephone numbers, student educational records as defined in the Family Educational Rights and Privacy Act, financial profiles, credit card information, consumer information as defined in 16 C.F.R. § 682.1, driver's license numbers, protected health information as defined in 45 C.F.R. Parts 160 and 164, law enforcement records, AGENCY source code or object code, AGENCY security data, IP addresses, log-on user identification information, configuration parameters, or any information identifiable to an individual that relates to any of the types of information listed above.

ACCESS TO DATA

In compliance with RCW 39.26.180, the CONTRACTOR shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models.

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

NONDISCRIMINATION

- a. **Nondiscrimination Requirement.** During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- b. **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. **Default.** Notwithstanding any provision to the contrary, BBCC may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into

alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until BBCC receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), BBCC may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

- d. **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. BBCC shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe BBCC for default under this provision.

AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ACCESSABILITY REQUIREMENTS COMPLIANCE

CONTRACTOR acknowledges and warrants that their Programs/Products and services are currently in compliance and during the Term of this Agreement shall remain in compliance with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. CONTRACTOR agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of its Programs/Products or services in a timely manner and provide an updated version to AGENCY at no cost. AGENCY reserves the right to request, from CONTRACTOR, a timeline by which accessibility standards will be incorporated into the Programs/Products and services and CONTRACTOR shall provide such a timeline within a commercially reasonable duration of time. CONTRACTOR further agrees to indemnify and hold harmless AGENCY from any claims arising out of its failure to comply with the requirements of this section. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by AGENCY as set forth in Section **TERMINATION FOR CAUSE BY AGENCY**.

These warranties will not apply if the Program/Product are: (i) modified or altered in any way (other than by CONTRACTOR or with the specific prior written consent of CONTRACTOR); (ii) not updated with the corrections, patches, fixes, updates, improvements or enhancements that CONTRACTOR may make available from time to time; (iii) used in any manner or for any purpose not specifically permitted by this Agreement or the documentation.

ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of the AGENCY.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

CONFIDENTIALITY/DATA PRACTICES/SAFEGUARDING OF INFORMATION

- A. CONTRACTOR acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of CONFIDENTIAL INFORMATION. CONTRACTOR agrees to hold CONFIDENTIAL INFORMATION in strictest confidence and not to make use of CONFIDENTIAL INFORMATION for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without the AGENCY'S express written consent or as provided by law. CONTRACTOR agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by the AGENCY. Contractor and its Subcontractors are considered a

“school official” under FERPA and agree to comply with the requirements of FERPA and its related regulations governing the use and re-disclosure of personally identifiable information from education records.

- B. CONTRACTOR agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the AGENCY’S information to prevent unauthorized access to, use, or disclosure of such information. CONTRACTOR agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all CONFIDENTIAL INFORMATION, including, but not limited, to the Health Insurance Portability and Accountability Act of 1996 and its applicable regulations, as well as the Federal Trade Commission’s Safeguard Rules promulgated under the Gramm-Leach-Bliley Act. CONTRACTOR shall ensure any contracts with agents or Subcontractors include similar conditions requiring the use of safeguards to prevent unauthorized access or disclosure of CONFIDENTIAL INFORMATION and a requirement to provide notification of any potential unauthorized access or disclosure. The AGENCY reserves the rights to monitor, audit, or investigate the use of CONFIDENTIAL INFORMATION collected, used, or acquired by the CONTRACTOR through this agreement. The monitoring, auditing, or investigating may include, but is not limited to, “salting” by the AGENCY. Salting is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.
- C. CONTRACTOR shall have in place policies and procedures to detect patterns, practices, or specific activities that indicate the possible existence of identity theft. The Federal Trade Commission, as part of the Fair and Accurate Credit Transactions Act (FACT) of 2003, has issued regulations known as the Red Flag Rules. When detected, CONTRACTOR shall: (1) report all Red Flags and possible instances of identity theft to the AGENCY in accordance with section C and, (2) take prompt steps to prevent or mitigate possibly identify theft when Red Flags are detected.
- D. The CONTRACTOR shall notify the AGENCY in writing within five (5) working days of becoming aware of any unauthorized access, use or disclosure of CONFIDENTIAL INFORMATION by CONTRACTOR, its officers, directors, employees, contractors, subcontractors, agents, or by a third party to whom contractor disclosed CONFIDENTIAL INFORMATION. A breach shall be treated as discovered by the CONTRACTOR on the first day on which such breach is known to the CONTRACTOR, including any of CONTRACTOR’s employees or agents, or should reasonably have been known to the CONTRACTOR to have occurred. Notification should be sent to the Contract Administrator. The CONTRACTOR shall give highest priority to immediately mitigate and remediate any unauthorized access and shall devote such resources as may be required to accomplish that goal. The CONTRACTOR shall cooperate with all AGENCY efforts, including, but not limited to, (1) providing any and all information necessary to enable the AGENCY to fully understand the nature and scope of the breach, including but not limited to identification of each individual whose CONFIDENTIAL INFORMATION has been, or is reasonably believed to have been, accessed, acquired, or disclosed, (2) taking action to preserve forensic evidence and identifying, mitigating, and remediating the cause of the breach, and (3) take such other steps as needed to comply with 42 U.S.C. § 17932, and all applicable regulations adopted to implement that statute.
- E. If data compromise and/or identify theft occurs and is found to be the result of CONTRACTOR’s acts or omissions, CONTRACTOR agrees to defend, indemnify and hold harmless the AGENCY for any damages related to unauthorized use or disclosure of CONFIDENTIAL INFORMATION by the CONTRACTOR, its officers, directors, employees, Subcontractors or agents, including but not limited to the costs incurred by the AGENCY in responding to or recovering from the breach.
- F. CONTRACTOR agrees to implement an appropriate recordkeeping and reporting process to enable it to provide the following information: (1) the CONFIDENTIAL INFORMATION received in the performance of this Contract and the purpose(s) for which the CONFIDENTIAL INFORMATION was received; (2) who received, maintained and used the CONFIDENTIAL INFORMATION; (3) for any disclosure of CONFIDENTIAL INFORMATION, the date, name of the person who received the information, a brief description of what was disclosed, and a statement as to why the information was disclosed; and, (4) the final disposition of the CONFIDENTIAL INFORMATION. CONTRACTOR’s records shall be subject to inspection review or audit in accordance with this agreement.
- G. Immediately upon expiration or termination of this Contract or the pertinent transaction with the AGENCY, CONTRACTOR shall, at the AGENCY’S option: (1) certify to AGENCY that CONTRACTOR has destroyed all CONFIDENTIAL INFORMATION; (2) return all CONFIDENTIAL INFORMATION to the AGENCY; or (3) take whatever other steps the AGENCY requires of CONTRACTOR to protect the AGENCY’S CONFIDENTIAL INFORMATION. CONTRACTOR will retain no copies of CONFIDENTIAL INFORMATION.
- H. Violation of this section by CONTRACTOR or its Subcontractors may result in termination of this Agreement and demand for return of all CONFIDENTIAL INFORMATION, monetary damages, or penalties.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials produced under this contract, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY.

The CONTRACTOR shall exert all reasonable effort to advise the AGENCY, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract. The CONTRACTOR will provide prompt, written notice to the AGENCY of each notice or claim of infringement during the term of this contract with respect to any data delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for securing business.

In the event of breach of this clause by the CONTRACTOR, the AGENCY shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:

- Be in writing;
- State the disputed issue(s);
- State the relative positions of the parties;
- State the CONTRACTOR'S name, address, and contract number; and
- Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.

2. The respondent shall send a written answer to the requester's statement to both the AGENT and the requester within 5 working calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

DUPLICATE PAYMENT

The AGENCY shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

FORCE MAJEURE

- A. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of war, riots, strikes, fire, floods, windstorms, epidemics or other similar occurrences.
- B. Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this contract if, and to the extent that, such party's performance of this contract is prevented by reason of force majeure.
- C. If either party is delayed by force majeure, said party shall provide written notification within 48 hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the rights reserved below, the time of completion shall be extended by contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.
- D. AGENCY reserves the right to authorize an amendment to this contract, terminate the contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and CONTRACTOR shall have no recourse against AGENCY.

GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Grant County.

INDEMNIFICATION/HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance, or failure of performance, of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to CONTRACTOR'S or any subcontractor's performance or failure to perform the contract. CONTRACTOR'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees. CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this contract. Nothing contained in this Contract is intended to create, nor shall it be construed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Contract. The CONTRACTOR and its employees or agents performing under this contract are not employees or agents of the AGENCY. This Contract is not intended to create a relationship of agency, representation, joint venture, or employment between the Parties. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of the AGENCY or of the State of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the

CONTRACTOR. Nothing herein contained shall prevent any of the Parties from entering into similar arrangements with other parties.

INDUSTRIAL INSURANCE COVERAGE

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, AGENCY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the CONTRACTOR to the accident fund from the account payable to the CONTRACTOR by the AGENCY under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

LICENSING, ACCREDITATION AND REGISTRATION

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

LIMITATION OF AUTHORITY

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the AGENT.

OMWBE PARTICIPATION

- A. CONTRACTOR agrees it will undertake affirmative action efforts to utilize Minority Owned, Women Owned, and Veteran Owned Business Enterprises (collectively "OMWBE") either certified by the Office of OMWBE, Department of Veterans Affairs, or self-identified in the execution of this Contract. The voluntary goals for AGENCY are 10%. Voluntary affirmative action efforts include but are not limited to the following:
 - (a) Advertising opportunities for subcontractors either through newspaper/journal ads, or through direct solicitation from MWBE firms.
 - (b) Providing OMWBEs that express interest with adequate and timely information about the scope and requirements of this Contract.
- B. The CONTRACTOR shall furnish a statement with each invoice for payment, on a form designated by AGENCY, of the actual dollars earned by each certified and self-identified OMWBE firm utilized and the totals earned in each category.

NONDISCRIMINATION

During the performance of this contract, the CONTRACTOR shall comply with all federal and state laws, regulations, rules, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act.

- A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, status as a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (collectively referred to as "protected veterans") or the presence of any sensory, mental, or physical disability. To the extent applicable, CONTRACTOR shall take affirmative action to employ, advance in employment, and otherwise treat qualified individuals without discrimination based on their status as a protected class in all employment practices. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training.
- B. CONTRACTOR shall in all solicitation for employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, protected veteran status, or the presence of any sensory, mental, or physical disability. The words "equal opportunity employer" in advertisements shall constitute compliance with this section.
- C. CONTRACTOR shall send to each labor union, employment agency, or representative of works with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of CONTRACTOR's obligations according to this Contract and RCW 49.60.

- D. CONTRACTOR shall include the provisions of the foregoing paragraphs A and B in every sub-agreement or purchase order for the goods or services which are the subject matter of this Contract.
- E. In the event of non-compliance or refusal to comply by the CONTRACTOR with any of these non-discrimination provisions or any nondiscrimination law or regulation, AGENCY shall have the right, at its option, to rescind, cancel, or terminate this Contract in whole or in part, and CONTRACTOR may be declared ineligible for further contracts with AGENCY. CONTRACTOR shall be given notice of its noncompliance and a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein. In the event this contract is terminated under this provision, AGENCY shall be entitled to pursue the same remedies against CONTRACTOR and pay the same amount for services rendered as set forth in section of this Contract governing Termination for Cause.

OVERPAYMENTS AND ASSERTION OF LIEN

In the event that the Department establishes overpayments or erroneous payments made to the contractor under this contract, the Department may secure repayment, plus interest, if any, through the filing of a lien against the contractor's real property or by requiring the posting of a bond, assignment of deposit or some other form of security acceptable to the Department or by doing both.

PUBLICITY

The CONTRACTOR agrees to submit to the AGENCY all advertising and publicity matters relating to this contract wherein the AGENCY'S name is mentioned or language used from which the connection of the AGENCY'S name may, in the AGENCY'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the AGENCY.

RECORDS MAINTENANCE

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to OMWBE participation, protection and use of AGENCY's CONFIDENTIAL INFORMATION, and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Records of CONTRACTOR's payroll and reimbursable expenses pertaining to this Contract shall be kept on a generally recognized accounting basis, shall be available to AGENCY or its authorized representatives at mutually convenient times. CONTRACTOR shall retain such records for a period of six years following the date of final payment. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review, or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, The Department of Enterprise Services, the Joint Legislative and Review Committee, and federal and state officials so authorized by law, regulation, or agreement. This includes access to documents and all information that supports CONTRACTOR's services provided under this Contract.

During the Contract's term, CONTRACTOR shall provide access to these items within Grant County. CONTRACTOR shall be responsible for any audit exceptions or disallowed costs incurred by CONTRACTOR or any of its Subcontractors. CONTRACTOR shall incorporate in its subcontracts this section's records retention and review requirements.

REGISTRATION WITH DEPARTMENT OF REVENUE

The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all federal, state, and local taxes due on payments made under this contract.

RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY

While on AGENCY premises, CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire, or other security policies or regulations of AGENCY.

SUBCONTRACTING

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons CONFIDENTIAL INFORMATION without the express written consent of the agency or as provided by law.

TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR. CONTRACTOR is also required to pay all necessary taxes of any foreign country where they may do business, as well as any necessary taxes, premiums, and licenses necessary to do business in the United States and the State of Washington.

TERMINATION FOR CAUSE BY AGENCY

In the event the AGENCY determines the CONTRACTOR has failed to comply with the conditions of this Contract, is in material breach, or fails to fulfill in a timely and/or proper manner its obligations under this Contract, the AGENCY has the right to suspend or terminate this contract, in part or in whole. Before suspending or terminating the contract, the AGENCY shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by AGENCY, or if such corrective action is deemed by AGENCY to be insufficient, the Contract may be terminated or suspended. The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by the AGENCY to terminate the contract. Once CONTRACTOR receives notice that this Contract has been suspended or terminated, CONTRACTOR shall perform no further services for AGENCY.

In the event of termination or suspension for cause, CONTRACTOR will be entitled to receive compensation for satisfactory work completed prior to the effective date of such termination/suspension. Such compensation shall be based on the value of such work to AGENCY.

In the event of termination, AGENCY shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Contract on the open market. In addition, CONTRACTOR shall be liable for all damages as authorized by law including, but not limited to, any price difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

TERMINATION FOR CAUSE BY CONTRACTOR

This Contract may be terminated by CONTRACTOR if after reasonable notice and an opportunity to cure, AGENCY should fail substantially to perform in accordance with a material term of this Contract through no fault of CONTRACTOR. CONTRACTOR shall give written notice to AGENCY of such termination at least thirty (30) days before the date of termination. If the project is suspended by AGENCY for more than ninety (90) consecutive days, CONTRACTOR may terminate this Contract by giving written notice. Upon termination by CONTRACTOR, AGENCY shall be liable only for payment required under the terms of this Contract for services actually rendered or materials delivered prior to the effective date of termination. In no event shall CONTRACTOR be entitled to consequential or indirect costs associated with termination. There shall be no payment for anticipated profit, unperformed services, or unabsorbed overhead.

TERMINATION FOR CONFLICT OF INTEREST

AGENCY may terminate this Contract by written notice to CONTRACTOR if AGENCY determines, after due notice to CONTRACTOR and examination, that any party has violated chapter 42.52 RCW, Ethics in Public Service or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, AGENCY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event CONTRACTOR breaches this Contract. The rights and remedies of AGENCY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, the AGENCY may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. Once CONTRACTOR receives notice that this Contract has been terminated for convenience, CONTRACTOR shall perform no further services for AGENCY. If this contract is so terminated, the AGENCY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination. Such compensation shall be based on the value of such work to AGENCY.

Additionally, AGENCY may terminate this agreement by 90 calendar day's written notice if new technology or advancements or upgrades in technology allow for alternative to the services provided under this Contract. If this contract is so terminated, AGENCY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION FOR LOSS OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

TERMINATION FOR WITHDRAWAL OF AUTHORITY

In the event that AGENCY'S authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, AGENCY may terminate this Contract by seven (7) calendar days written notice to CONTRACTOR. No penalty shall accrue to AGENCY in the event this section shall be exercised. This section shall not be construed to permit AGENCY to terminate this Contract in order to acquire similar Services from a third party.

TERMINATION PROCEDURES

Upon termination of this Contract, the AGENCY, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to the AGENCY any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AGENCY shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the CONTRACTOR and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The AGENCY may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the AGENCY has or may acquire an interest.

THIRD PARTIES

Nothing contained in this Contract is intended to create, nor shall be construed to create, any right in any third party. Nor shall any third party have any right to enforce the terms of this Contract.

TREATMENT OF ASSETS

- A. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this Contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
- B. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- D. If any AGENCY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL

The agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SON) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that the agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the agency will download the current OFAC SON file and compare it to agency and statewide vendor files. In the event of a positive match, the agency reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the contractor in writing and terminate the contract according to the Termination for Convenience provision without making payment. The agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the AGENCY.

ATTACHMENT B

OMWBE Declaration Form Office of Minority and Women's Business Enterprises

Name of Business		
Address of Business		
City	State	Zip
Name of Owner		Phone Number

Please check each category that your business qualifies for:

<input type="checkbox"/>	<p>The business meets the criteria for a (MBE) minority business enterprise. "Minority business enterprise," "minority-owned business enterprise," or "MBE" means a small business concern, organized for profit, performing a commercially useful function, which is legitimately owned and controlled* by one or more minority individuals or minority business enterprises certified by OMWBE. The minority owners must be United States citizens or lawful permanent residents.</p>
<input type="checkbox"/>	<p>The business meets the criteria for a (WBE) women's business enterprise. "Women's business enterprise," "women-owned business enterprise," or "WBE" means a small business concern, organized for profit, performing a commercially useful function, which is legitimately owned and controlled* by one or more women or women's business enterprises certified by OMWBE. The women owners must be United States citizens or lawful permanent residents.</p>
<input type="checkbox"/>	<p>The business meets the criteria for a (MWBE) minority women's business enterprise. "Minority women's business enterprise" or "MWBE" means a small-business concern, organized for profit, performing a commercially useful function, which is legitimately owned and controlled* by one or more minority women and is certified by OMWBE. The owners must be United States citizens or lawful permanent residents.</p>
<input type="checkbox"/>	<p>The business meets the criteria for a (CBE) combination business enterprise. "Combination business enterprise" means a small business concern organized for profit, performing a commercially useful function, that is fifty percent owned and controlled by one or more minority men or MBEs certified by the office and fifty percent owned and controlled by one or more nonminority women or WBEs certified by OMWBE. The owners must be United States citizens or lawful permanent residents.</p>
<input type="checkbox"/>	<p>The business meets the criteria for a (SEDBE) socially and economically disadvantaged business enterprise. "Socially and economically disadvantaged business enterprise" or "SEDBE" means a small-business concern, organized for profit, performing a commercially useful function, which is legitimately owned and controlled* by one or more socially and economically disadvantaged individuals or socially and economically disadvantaged business enterprises certified by OMWBE. The socially and economically disadvantaged owners must be United States citizens or lawful permanent residents. "Socially and economically disadvantaged individual" means a person who is a citizen or lawful permanent resident of the United States and who is: (a) Found to be a socially and economically disadvantaged individual on a case-by-case basis by OMWBE; or (b) A member of one of the following groups that are presumed to be socially and economically disadvantaged: (i) Minority; (ii) Women; (iii) Any additional groups whose members are designated as socially and economically disadvantaged by the U.S. Small Business Administration (SBA), at such time as the SBA designation becomes effective.</p>
<input type="checkbox"/>	<p>The business meets the criteria for a veteran owned business. "Veteran Owned Business" means a small-business concern, organized for profit, performing a commercially useful function, which is legitimately owned and controlled* by one or more veteran(s) and is certified by the OMWBE. The owners must be United States citizens or lawful permanent residents.</p>
<input type="checkbox"/>	<p>The business <u>does</u> meet one or more of the previously listed criteria, but is not certified by OMWBE. (If checked, indicate all the categories the business would qualify for _____)</p>
<input type="checkbox"/>	<p>The business does <u>not</u> meet any of the previously listed criteria.</p>

* "legitimately owned and controlled" means an ownership position of 50% or more of the business, and actively engaged in the regular operations of the business.

Signature

Date

ATTACHMENT C

CERTIFICATIONS AND ASSURANCES

1. I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) to which this RFQ/P refers.
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
4. The attached proposal is a firm offer for a period of 60 days following the closing date of this RFQ/P, and it may be accepted by the Big Bend Community College without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. I/we understand that Big Bend Community College will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the Big Bend Community College, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
8. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
9. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
10. I/we grant Big Bend Community College the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.

Signature of Proposer

Title

Date

ATTACHMENT E : References

Reference 1

1. Organization (*if applicable*) _____
2. Name _____
3. Title _____
4. Name of Childcare Center Attended _____
5. Phone Number _____
6. email address _____

Reference 2

1. Organization (*if applicable*) _____
2. Name _____
3. Title _____
4. Name of Childcare Center Attended _____
5. Phone Number _____
6. email address _____

Reference 3

1. Organization (*if applicable*) _____
2. Name _____
3. Title _____
4. Name of Childcare Center Attended _____
5. Phone Number _____
6. email address _____

Reference 4

1. Organization (*if applicable*) _____
2. Name _____
3. Title _____
4. Name of Childcare Center Attended _____
5. Phone Number _____
6. email address _____

Attachment F: Big Bend Community College Academic Calendar & Holidays

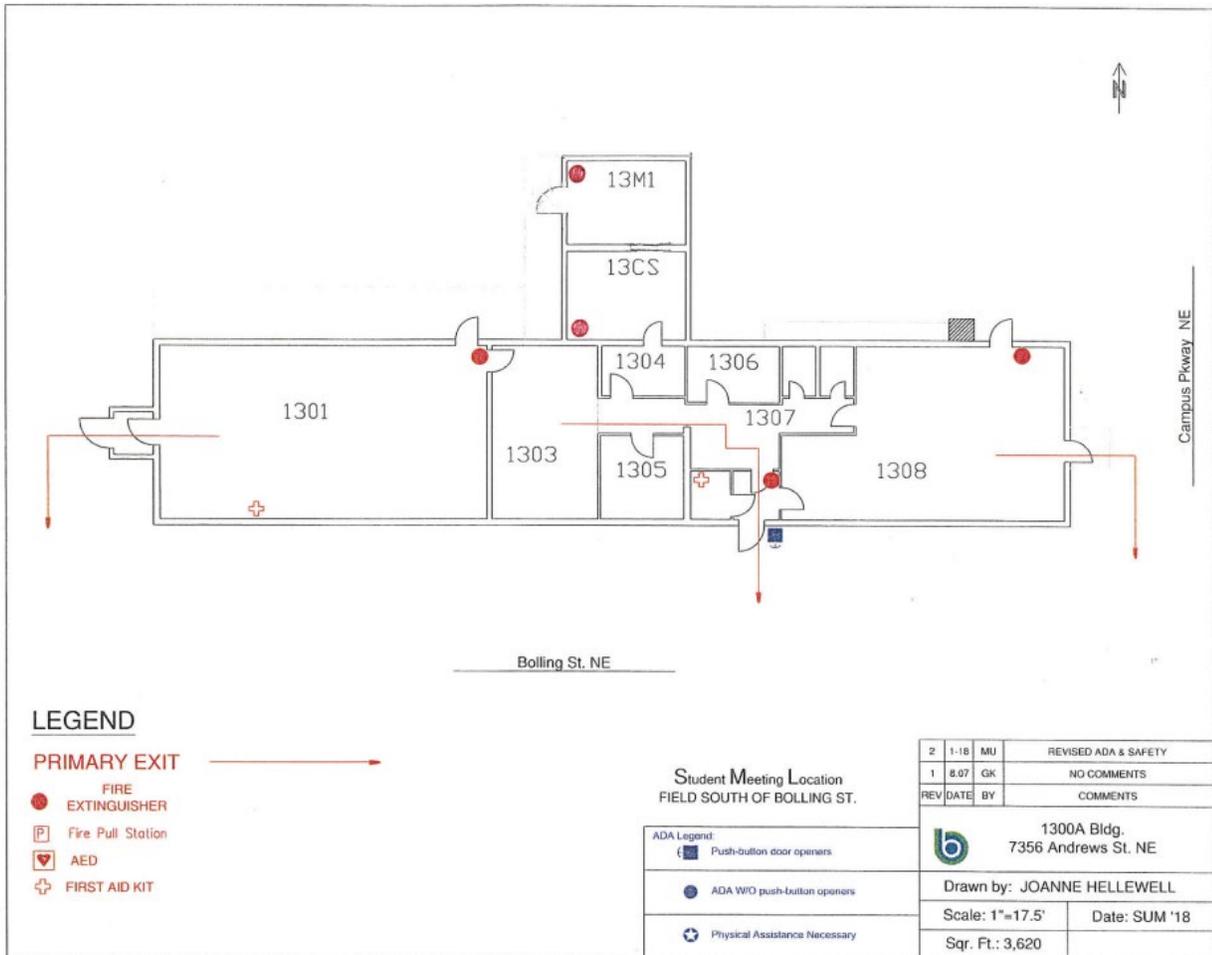
2025-26 Academic Calendar: <https://www.bigbend.edu/academics/academic-calendar/>

BBCC Holidays:

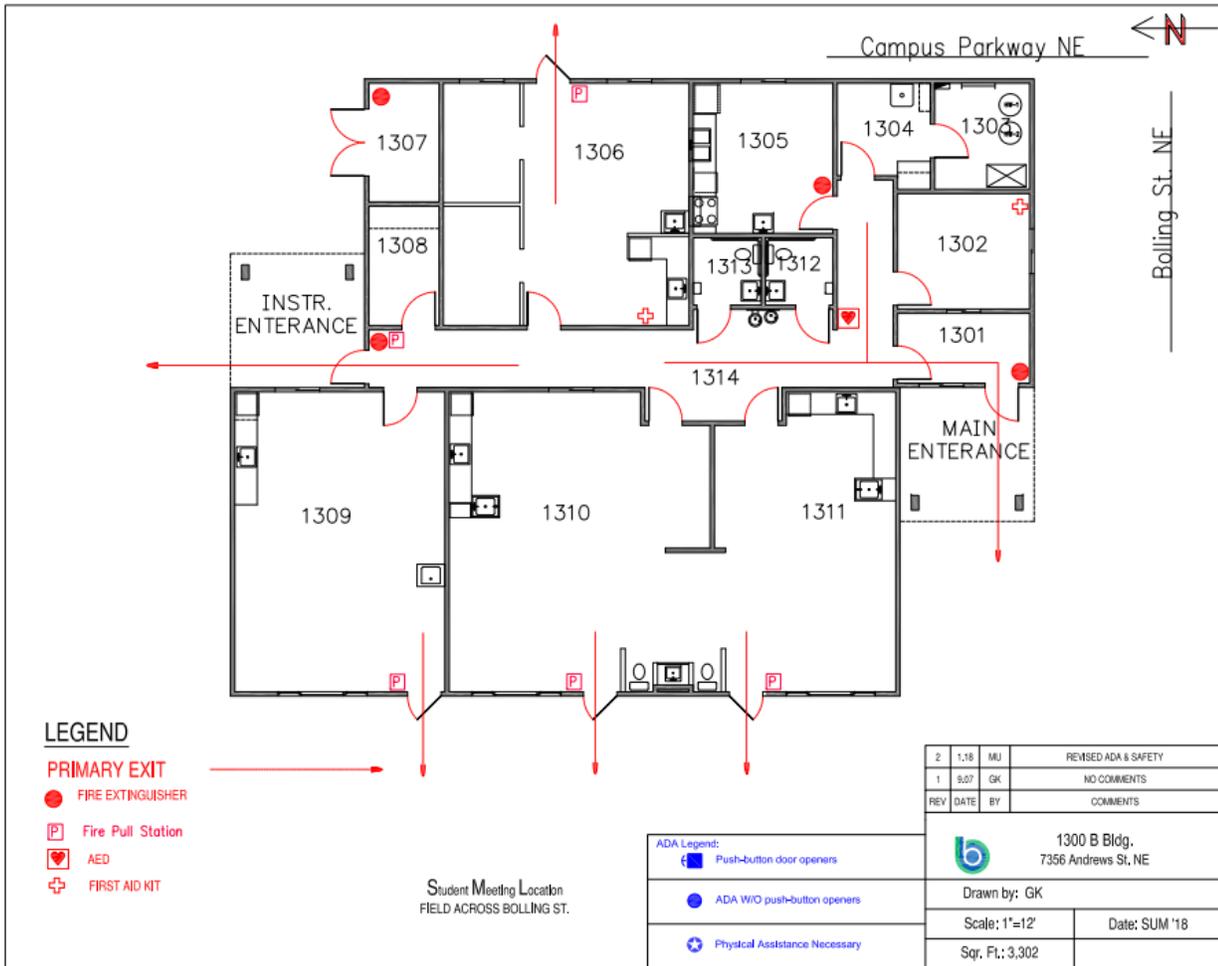
- New Year's Day: January 1
- Martin Luther King, Jr.'s Birthday: Third Monday of January
- President's Day: Third Monday of February
- Memorial Day: Last Monday of May
- Juneteenth: June 19
- Independence Day: July 4
- Labor Day: First Monday of September
- Veterans Day: November 11
- Thanksgiving Day: Fourth Thursday of November
- Native American Heritage Day: Fourth Friday of November
- Christmas Day: December 25

Attachment G: Big Bend Community College Childcare Center Floor Plans

Bldg 1300A



Bldg 1300B



Attachment H: Sample Lease Agreement

This Lease Agreement is made and entered into by and between the State of Washington, Washington State Community College District 18, **Big Bend Community College**, hereinafter called Lessor, and **Contractor's Company Name**, whose address is _____, hereinafter called Lessee.

WHEREAS, the State Board of Community and Technical Colleges is granted authority to lease state-owned property held for the community and technical college system under RCW 28B.50.090;

WHEREAS, the State Board of Community and Technical Colleges has delegated the authority to lease the below enumerated community and technical college facilities to the Washington State Community College District 18's local Board of Trustees;

WHEREAS, the Lessor and Lessee deem it to be in the best public interest to enter into this Lease;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

LEASED PREMISES

1. The Lessor hereby leases to the Lessee the following described Premises:

Tax Parcel Number:

Common Street Address:

Legal Description:

USE

2. The Lessor enters into this contract in order to have affordable, high-quality childcare services available for students and staff members on its campus. Lessor hereby grants Lessee use of the Big Bend Community College Childcare Center (See Attachment G), to carry out this use. No other use shall be permitted without the prior approval of the Lessor. The Lessor reserves the right to require advance notice of any such related use(s) or purpose as it deems appropriate. Lessee shall not keep on the premises any material which, in the Lessor's judgment, is dangerous or which might cause an increase in insurance premiums or cause the cancellation of an insurance policy. No activity, which may create a hazard in the judgment of the Lessor, may be performed.

TERM

3. To have and to hold the premises with their appurtenances for the term beginning September 1, 2025, and ending August 31, 2030. This contract may be renewed annually thereafter upon mutual agreement.

Possession of the Facility shall be delivered to the Lessee on the day of the commencement of the term of this lease. In the event of the inability of the Lessor to deliver possession of the Facility or any portion

thereof on the specified date, the Lessor shall not be liable for any damage caused thereby, nor shall this lease thereby become void or voidable, nor shall the commencement date or termination date of this lease as herein specified be in any way extended or changed. In such event, the Lessee shall not be liable for any reimbursement until such time as the Lessor can deliver possession of the Facility. If possession is for only a portion of the Facility, the reimbursement shall be proportionately reduced until full possession is delivered.

The Lessee shall transition into the Facility during the Fall months of 2025, and be ready to provide services on or before the first day of Big Bend Community College's Winter Quarter 2025.

RENTAL RATE

4. The Lessee shall pay rent to the Lessor for the premises at the following rate: \$(TBD) per month, which shall be paid monthly and in advance on or before the 5th day of each month and shall be paid to the College Business Office.

Payments shall commence on October 1, 2025. The base rent may, at the option of Lessor, be increased on an annual basis in an amount not to exceed CPI percentage of the current year's base rent. The Lessor shall notify Lessee no later than July 1 of each year of election to increase base rent, with said increase to be effective on September 1.

Lessee shall remit leasehold excise tax in the amount of 12.84% of the rent. The leasehold excise tax shall be adjusted if there occurs an adjustment in the rental rate or leasehold excise tax rate. Said tax shall be paid each month at the same time as payment of rent is due.

LATE CHARGE

5. If any payment due to Lessor is not received from Lessee by the due date, a late charge of one percent (1%) of the rent due and unpaid plus \$35 administration fee shall be added to the amount due and the total sum shall become immediately due and payable to Lessor. Charges for any check returned uncollectible will be added to amount due.

ACCEPTANCE OF FACILITY AND FACILITY IMPROVEMENTS

6. The Lessee hereby accepts the Facility in its present condition and agrees it will not demand that the Lessor make any improvements thereon or maintenance thereof, other than as specifically agreed to herein.

The Lessee shall not make any alterations or improvements to the Facility without the prior written consent of the Lessor. The Lessee will not modify current signage or install signage without the written permission of the Lessor. Any such alterations and improvements shall be at the sole expense of the Lessee. All improvements erected upon or added to the Facility by the Lessee during the life of this lease, except for trade fixtures, shall become the property of the Lessor upon the termination of this lease, provided however, that the Lessor may require the Lessee to remove all or any portion of such improvements placed on the Facility. In such event, the Lessor must notify the Lessee prior to the expiration of the term of this lease or any extensions of renewals hereof of such requirement. When the

Lessee is required to remove improvements, the Facility shall be restored to the condition it was in prior to the installation of such improvements.

The Lessee shall not make any changes to keys or locks on any of the facility doors. If re-keying of the doors becomes a necessity, the Lessor will conduct those core changes and bill the cost to the Lessee. The Lessee will be responsible for the cost of any keys issued by the Lessor to replace lost or stolen keys.

Utilities

7. Lessor shall be liable for and shall pay throughout the term of this contract all charges for utility services furnished to the Facility, except long distance telephone charges, internet, and cable or satellite television charges. A cost for reimbursement of Lessor provided utilities utilized by the Lessee shall be negotiated to be paid by Lessee in addition to the monthly lease amount. Such amount must be mutually agreed upon by Lessor and Lessee.

Custodial and Maintenance

8. The Lessee, at Lessee's sole cost, shall keep the Facility in a neat, clean and sanitary condition. The Lessee shall provide all custodial and janitorial services as may be required. The Lessee shall also be required to report any significant defects or maintenance items to be done at the Lessee's expense to the Lessor's contact. The Lessee will be responsible for all regular maintenance and upkeep of the Facility.

Maintenance and repair of the Facility grounds, infrastructure and fixed equipment, including but not limited to plumbing, heating, ventilation, and electrical systems will be provided by the Lessor.

Right of Access

9. The Lessor reserves to itself, its agents or assigns, the right to enter the Facility at any time for the purpose of inspecting the same. The Lessor shall have the right to inspect the Facility at all reasonable times, as the Lessor deems necessary, of any cleaning, repairing, altering, or improving of the Facility, provided nothing herein shall be construed to impose a duty on the Lessor to perform such cleaning, repairing, altering, or improvements. The foregoing shall not be construed to require the Lessor to inspect the Facility and shall impose no liability on the Lessor for failure to so inspect.

If at any time the Lessor shall discover any condition requiring custodial or repair to be performed by the Lessee, the Lessor may notify the Lessee thereof and if the Lessee shall fail to make the necessary custodial changes or repairs promptly, the Lessor may, but shall not be required to, perform such, in which case the Lessee shall promptly reimburse the Lessor for its costs in providing such custodial services or repairs. Any amount paid by the Lessor shall be repaid by the Lessee upon the Lessor's demand, all without prejudice to any other right the Lessor may have by reason of such default.

Signs, Publicity, and Advertising

10. No signs, banners, pennants, symbols, flags, eye-catching spinners, or other advertising devices, nor any temporary signs, shall be flown, installed, placed, painted on, attached to, or erected on the exterior of the Facility without the prior written consent of the Lessor.

The Lessee agrees to submit to the Contract Administrator all advertising and publicity matters relating to this lease wherein Big Bend Community College's name is mentioned or language used from which the connection to the Lessor's name may, in the Contract Administrator's judgment, be inferred or implied.

The Lessee agrees not to publish or use such advertising, and publicity matters without the prior written consent from the Contract Administrator.

Compliance with Laws and Regulations

11. The Lessee shall comply with all present and future applicable Federal, State, County, City, and Municipal laws, ordinances, directions, and regulations. The Lessee and its employees shall also comply with all College policies, when applicable.

Indemnification

12. Lessor, its employees and agents, shall not be liable for any injury, including death, to any persons or for damage to any property as the result of any condition, or defect in the Facility, or occurrence whatsoever related in any way to the Facility and the areas adjacent thereto or related in any way to the Lessee's use or occupancy of the Facility and of the areas adjacent thereto. Lessee, its successors or assigns, will protect, save, and hold harmless the Lessor, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with any acts or activities authorized by this Lease. The Lessee further agrees to defend the Lessor, its agents, or employees, in any litigation, including the payment of any costs or attorneys' fees, for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Lease. This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Lessor or its authorized agents or employees; Provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Lessor, its agents or employees, and (b) the Lessee, its agents or employees and involves actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Lessee or Lessee's agents or employees.

Accident and Liability Insurance

13. The Lessee shall at its sole expense during the entire term of this lease keep in full force and effect policies of comprehensive public liability and property damage insurance covering the entire Facility, and the business operated by the Lessee and any sub-contractors/lessees or assignees of the Lessee in the Facility. The Lessee shall list the State of Washington, Big Bend Community College as the additional insured. The insurance company and the authorized agent shall be licensed or approved with the Washington State Insurance Commissioner per Title 48 RCW. The Lessee must demonstrate that they have insurance coverage as follows and shall submit renewal certificates throughout the term of the lease:

A. Comprehensive General Bodily Injury Liability Insurance

<u>Per Occurrence</u>	<u>Aggregate</u>
\$1,000,000	\$2,000,000

And

B. Comprehensive Property Damage Insurance

<u>Per Occurrence</u>	<u>Aggregate</u>
\$1,000,000	\$2,000,000

or

\$2,000,000 each occurrence/aggregate Bodily and Property Damage combined single limit.

C. Corporal Punishment and Abuse/Molestation Coverage

<u>Per Occurrence</u>
\$1,000,000

D. Comprehensive Automobile Bodily Injury and Property Damage Insurance

<u>Per Person</u>	<u>Per Occurrence</u>
\$1,000,000	\$2,000,000

E. Employer's Liability Insurance

On an occurrence basis, in an amount not less than \$1,000,000

F. Employer's Liability Insurance

On an occurrence basis, in an amount not less than \$1,000,000

G. Accident Insurance for Children, with limits as follows:

Principal sum in event of accidental death, \$10,000

Principal sum in event of Accidental dismemberment, \$10,000

For medical, \$20,000

For dental, \$1,000

H. Excess Liability Insurance

In an amount not less than \$1,000,000 per occurrence/ aggregate excess of primary liability policies.

Disaster

14. In the event the Facility is destroyed or damaged by fire, earthquake, or other casualty to such an extent as to render the same unusable in whole or in a substantial part thereof, it shall be optional with the Lessor to rebuild or repair the building. The Lessor shall have not more than sixty (60) days after date of such notification to notify the Lessee in writing of the Lessor's intentions to rebuild or repair the Facility. If the Lessor elects to rebuild or repair the Facility, the Lessor shall pursue such work without unnecessary delay, and during such period that the Facility lease amount shall be abated in the same ratio that the portion of the Facility rendered for the time being unfit for occupancy shall bear to the whole of the Facility.

If the Lessor shall fail to give the notice aforesaid, the Lessee shall have the right to declare this contract terminated by written notice served to the Lessor. The reimbursement abatement and termination of contract by the Lessee provisions of this section shall not apply unless the Lessee proves that the loss is not caused in whole or in part by the fault or negligence of the Lessee, or the agents, employees or invitees of the Lessee.

Re-Delivery of Facility

15. The Lessee shall, at the termination of this contract, deliver possession of the Facility to the Lessor in as good condition as when received. Reasonable wear and tear and damage or destruction by the elements is expected. At the same time, the Lessee shall deliver to the Lessor all keys for all interior and exterior doors to the Facility.

Operation of Childcare Services

16. The Lessor must always be current and in possession of all licenses necessary for operation of a childcare center in accordance with chapters RCW 74.15 and Chapter 110-300 WAC. Lessee's failure to keep licensing current shall be grounds for termination of the contract.

The Lessee shall inform the Lessor immediately upon notification of any findings against their license or occupation of the facility resulting from any audit, inspection, review or investigation by any regulating agency, including but not limited to, DCYF, Grant County Health Department, Child Protective Services or any law enforcement agency.

Lessee agrees to offer services within the facility in conformance with the following guidelines.

- Provide comprehensive childcare services five (5) days a week, Monday through Friday, 12 months a year from 7:00 a.m. to 5:30 p.m., excluding national holidays. The hours may be amended, pending changing childcare needs, by mutual agreement between the Lessee and Lessor.
- In addition to the above regular hours, provide drop-in childcare for up to 15 evening college events a year.
- Waitlists should prioritize BBCC students, then BBCC employees, then community members.
- Offer infant care.
- Agree to work with the WA state childcare subsidies programs and adhere to the terms for payment of childcare fees on behalf of qualifying students.
- Accept all students enrolled in any state or federal childcare subsidy program and put no limits or quotas on the number of students served who receive childcare subsidies.
- Consider offering discounted rates for students who do not qualify for state subsidies.

If the Lessee shall at any time fail to operate childcare services at the Facility as contemplated in this lease, such failure shall be grounds for termination of the lease.

The Lessee agrees to accept full and sole responsibility for maintaining adequate security of the children in its care. The Lessee shall comply with all state and local health, safety, and sanitation regulations relating

to personnel and maintenance of the childcare center. The Lessee further agrees to indemnify and hold the Lessor harmless from all liability and/or expense arising out of, or associated with, childcare activities.

Education

17. The Lessee will accommodate BBCC Early Childhood Education students to use the childcare center as a site for their educational practicum, cooperative work experience, and field observations. Students will be placed by collaboration between Lessee and BBCC's Early Childhood Education Program Faculty/Dean/Staff who will take into consideration the numbers appropriate to a childcare setting. Students must meet entry requirements of the Lessee and the Early Childhood Education Program.

Evaluation of Services

18. Evaluation of the childcare services shall be conducted on an annual basis by both the Lessee and the Lessor. BBCC's Vice President for Administrative Services shall serve as the Lease Administrator on behalf of the College and shall be the keeper of all related reports. It will be the responsibility of the Lessor to respond to inquiries, evaluations, notices, requests, and communications

Notices

19. All formal notices, requests, evaluations, and communications required or permitted under this Lease Agreement shall be in writing and shall be deemed properly given when:

Delivered in person,
Sent via email with confirmation of receipt,
Sent by certified mail, return receipt requested.

Notices shall be sent to the following representatives:

For the Lessor (Childcare Provider):

[Name]
[Title]
[Organization Name]
[Mailing Address]
[Email Address]

For the Lessee (BBCC):

Daneen Berry-Guerin
Vice President for Administrative Services
Big Bend Community College
7662 Chanute Street NE
Moses Lake, WA 98837
Email: businessoffice@bigbend.edu

Either party may update their contact information by providing written notice to the other party.

Subcontracts/Assignment

20. The Lessee shall not enter into subcontracts for any of the work contemplated under this lease without obtaining prior approval of Lessor through written lease amendment. In no event shall the existence of the subcontract operate to release or reduce the liability of the Lessee for any breach in the performance of the Lessee's duties. This clause does not include contracts of employment between the Lessee and personnel assigned to work as employees of the Lessee.

Additionally, the Lessee is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any approved subcontracts. Lessee and its subcontractors/lessees agree not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

Contract Breach, Default, and Termination

21. The Lessee agrees to all provisions in this RFP and lease agreement pertaining to termination, breach, default, rights, remedies, and changes, additions, or deletions.

Breach: A breach of a term or condition of the lease shall mean any one or more of the following events: (1) Lessee fails to perform by the date required or by a later date as may be agreed to in a written amendment to the lease signed by Lessor; (2) Lessee breaches any warranty or fails to perform or comply with any term or agreement in the lease; (3) Lessee makes any general assignment for the benefit of creditors; (4) in Lessor's sole opinion, Lessee becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; (5) Lessee becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors; (6) any receiver, trustee, or similar official is appointed for Lessee or any of the Lessee's property; (7) Lessee is determined to be in violation of federal, state, or local laws or regulations and that such determination, in Lessor's sole opinion renders the Lessee unable to perform any aspect of the contract.

Default: Lessee may be declared in default for failing to perform a contractual requirement or for a material breach of any term or condition.

Termination for Convenience: Lessor may terminate this contract, in whole or in part, at any time and for any reason by giving thirty (30) calendar days written termination notice to Lessee. Termination charges shall not apply unless they are subsequently agreed upon by both parties. Where termination charges are applicable, both parties agree to negotiate in good faith and to limit the extent of negotiations to valid documented expenses incurred by Lessee prior to date of termination. Should the parties not agree to a satisfactory settlement, the matter may be subjected to mediation and/or legal proceedings.

Termination Due to Funding Limitations: In the event funding from state, federal, or other sources is formally withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, Lessor may terminate the contract. Notification of a formal change in funding will be communicated to the Lessee within twenty-four hours by phone and email to be followed with a signed, written notification of termination or reduction. Lessor and the Lessee may, however, renegotiate this lease under any such new funding limitations and conditions.

Termination for Breach and/or Default: Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Lessee or of the Lessee's suppliers or subcontractors, Lessor shall be entitled, by written notice, to cancel and/or terminate this lease in its entirety or in part for breach and/or for default of any of the terms herein and to have all other rights against Lessee by reason of the Lessee's breach as provided by law.

Termination by Mutual Agreement: Lessor or the Lessee may terminate this contract in whole or in part, at any time, by mutual agreement with ninety (90) calendar day's written notice from one party to the other.

Sanctions: Any violations of the mandatory provisions of this contract shall be a material breach of contract for which the Lessee may be subject to a requirement of specific performance, or damages and sanctions provided by contract, by RCW 39.19.090, or by other applicable laws.

Liens and Encumbrances

22. The Lessee shall keep the Facility free and clear of all liens and encumbrances, including those arising out of, or growing out of, the use and occupancy of the Facility by the Lessee. At the Lessor's request, the Lessee shall furnish the Lessor with written proof of payment of any items which will or might constitute the basis for such a lien on the Facility if not paid.

Nondiscrimination

23. During the performance of this lease, the Lessee shall comply with all federal and state nondiscrimination laws, regulations, and policies.

In the event of the Lessee's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this lease may be rescinded, canceled or terminated in whole or in part, and the Lessee may be declared ineligible for further contracts with the College.

Records Maintenance

24. The Lessee shall maintain books, records, documents, data and other evidence relating to this lease and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement.

Lessee shall retain such records for a period of six years following the date of final payment.

At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the Lessor, personnel duly authorized by the Lessor, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

Agreement

25. If any term or provision of this RFP and lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect.

This lease, including all endorsements or schedules set forth in full is the entire agreement. Any other agreement, representation, or understanding, verbal or otherwise, relating to the services of the Lessor, or otherwise dealing in any manner with this lease is not considered part of this agreement. This contract may be waived, changed, modified, or amended only by written agreement executed by both of the parties hereto.

Order of Precedence

26. Any conflict or inconsistencies in this Contract and its attachments will be resolved by giving the documents precedence in the following order:

- a. Applicable federal and state of Washington statutes and regulations;
- b. This Contract;
- c. Request for Proposal #250718 and General Terms and Conditions;
- d. Lessor’s proposal, including attachments

If any provision of the lease is deemed in conflict with any statute or rule of law, such provision shall be considered modified to be in conformance with said statute or law.

The parties enter into this lease by signing below.

SIGNED:

For Lessor, Big Bend Community College

For Lessee

Sara Thompson Tweedy, President
Big Bend Community College

Lessee Signing Authority Name, Title
Lessee Company Name

DATE: _____

DATE: _____



WAC REVISIONS; STUDENT CODE OF CONDUCT

Information / Action

Description

Big Bend Community College has proposed revisions to WAC 132R-04, Student Code of Conduct, in order to continue to ensure compliance with the Title IX regulatory requirements. The college previously amended this code in consideration of the federal regulations made effective in August 2024. In *Tennessee v. Cardona*, No. 2:24-00072 (Jan. 9, 2025), however, the court vacated the 2024 Title IX federal regulations. The U.S. Department of Education subsequently also indicated its intent to enforce the 2020 Title IX regulations. Consequently, the college seeks to amend its Student Code of Conduct to ensure compliance.

In accordance with RCW 34.05.350(1)(a) and (c): Immediate amendment of WAC 132R-04 is necessary for the preservation of the public health, safety, or general welfare and observing the time requirements of notice and opportunity to comment upon adoption of a permanent rule would be contrary to the public interest. The proposed revisions are necessary to ensure compliance with the applicable federal regulations.

For your consideration, a copy of the proposed revised WAC 132R-04 is included with your Board Retreat agenda packet. The college requests emergency rule enactment while proceeding with the process to permanently amend the rules pertaining to the Student Code of Conduct.

Recommended Motion

“There being good cause as provided, I move to approve the revisions to WAC 132R-04, Student Code of Conduct, and emergency filing as presented.”

Prepared by the President's Office

WAC 132R-04-015 Definitions. For the purposes of this chapter, terms are defined as follows:

(1) "Student conduct officer" is a college administrator designated by the president to be responsible for implementing and enforcing the student conduct code. The vice president of learning and student success will serve as the student conduct officer or may appoint a designee.

(2) "Conduct review officer" is a college administrator designated by the president to be responsible for reviewing or referring appeals of student disciplinary actions as specified in this code. The director of student programs will serve as the conduct review officer, unless otherwise designated by the president.

(3) "The president" is the president of the college. The president is authorized to delegate any and all of his or her responsibilities as set forth in this chapter as may be reasonably necessary and to reassign any and all duties and responsibilities as set forth in this chapter as may be reasonably necessary.

(4) "Disciplinary action" is the process by which discipline is imposed by the student conduct officer against a student for a violation of the student conduct code. A written or verbal warning is not disciplinary action.

(5) "Disciplinary appeal" is the process by which an aggrieved student can appeal the discipline imposed or recommended by the student conduct officer. Disciplinary appeals from a suspension in excess of 10 instructional days or dismissal from the college are heard by the student conduct committee. Appeals of all other disciplinary action may be reviewed through brief adjudicative proceedings.

(6) (~~"Pregnancy or related conditions" means:~~

~~(a) Pregnancy, childbirth, termination of pregnancy, or lactation;~~

~~(b) Medical conditions related to pregnancy, childbirth, termination of pregnancy, or lactation; or~~

~~(c) Recovery from pregnancy, childbirth, termination of pregnancy, lactation, or related medical conditions.~~

~~(7) "Program" or "programs and activities" means all operations of the college.~~

~~(8) "Relevant" means related to the allegations of sex discrimination under investigation. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decision maker in determining whether the alleged sex discrimination occurred.~~

~~(9) "Remedies" means measures provided to a complainant or other person whose equal access to the college's educational programs and activities has been limited or denied by sex discrimination. These measures are intended to restore or preserve that person's access to educational programs and activities after a determination that sex discrimination has occurred.~~

~~(10)) "Respondent" is the student who is alleged to have violated the student conduct code.~~

~~((11)) (7) "Service" is the process by which a document is officially delivered to a party. Unless expressly specified otherwise, service upon a party shall be accomplished by:~~

~~(a) Hand delivery of the document to the party; or~~

(b) By sending the document by email, once one has been generated, and by certified or first class mail to the party's last known address.

Service is deemed complete upon hand delivery of the document or upon the date the document is emailed, if possible, and deposited into the mail, whichever is first.

~~((12))~~ (8) "Filing" is the process by which a document is officially delivered to a school official responsible for facilitating a disciplinary review by a presiding officer. Unless expressly specified otherwise, filing shall be accomplished by:

(a) Hand delivery of the document to the school official or school official's assistant; or

(b) By sending the document by email and first class mail to the recipient's college-assigned email and office address.

Papers required to be filed shall be deemed filed upon actual receipt during office hours at the office of the specified official or presiding officer.

~~((13))~~ (9) "College premises" shall include all campuses of the college, wherever located, and includes all land, buildings, facilities, vehicles, equipment, and other property owned, used, or controlled by the college.

~~((14))~~ (10) "Student" is defined as all persons taking courses at or through the college, including those concurrently attending secondary or postsecondary institutions and college, whether on a full-time or part-time basis, and whether such courses are credit courses, noncredit courses (excluding those trainings occurring through the Center for Business and Industry Service and the Japanese Agriculture Training Program), irrespective of modality. Persons who withdraw after allegedly violating the student code of conduct, who are not officially enrolled for a particular term but who have a continuing relationship with the college, or who have been notified of their acceptance for admission are considered "students" for the purposes of this chapter. "Continuing relationship" is established when a student is registered for an upcoming term or has indicated an intent to do so via a transaction, such as submitting a financial aid application for an upcoming term.

~~((15)) "Student employee" means an individual who is both a student and an employee of the college. When a complainant or respondent is a student employee, the college must make a fact-specific inquiry to determine whether the individual's primary relationship with the college is to receive an education and whether any alleged student conduct code violation including, but not limited to, sex-based harassment, occurred while the individual was performing employment-related work.~~

~~(16) "Supportive measures" means reasonably available, individualized and appropriate, nonpunitive and nondisciplinary measures offered by the college to the complainant or respondent without unreasonably burdening either party, and without fee or charge for purposes of:~~

~~(a) Restoring or preserving a party's access to the college's educational program or activity, including measures that are designed to protect the safety of the parties or the college's educational environment; or providing support during the college's investigation and disciplinary procedures, or during any informal resolution process; or~~

~~(b) Supportive measures may include, but are not limited to: Counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of~~

~~certain areas of campus; restriction on contact applied to one or more parties; a leave of absence; change in class, work, housing, or extra-curricular or any other activity regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.~~

~~(17)) (11) "Student group" for purposes of this code, is a student organization, athletic team, or living group including, but not limited to, student clubs and organizations, members of a class or student cohort, student performance groups, and student living groups within student housing.~~

~~((18) "Title IX coordinator" is the administrator responsible for processing complaints of sex discrimination, including sex-based harassment, overseeing investigations, and informal resolution processes, and coordinating supportive measures, in accordance with college policy.~~

~~(19)) (12) "Business day" means a weekday, excluding weekends and college holidays. If a time period is not specifically stated in business days, then calendar days apply.~~

~~((20) "Complainant" means the following individuals who are alleged to have been subjected to conduct that would constitute sex discrimination:~~

~~(a) A student or employee; or~~

~~(b) A person other than a person or employee who was participating or attempting to participate in the college's education program or activity at the time of the alleged discrimination.~~

~~(21)) (13) "Complainant" means any person who files a complaint alleging that a student or student organization violated the standards of conduct for students. Complainant also refers to the college when the college files the complaint.~~

~~(14) "Sexual misconduct" has the meaning ascribed to this term in WAC 132R-04-057.~~

AMENDATORY SECTION (Amending WSR 25-02-065, filed 12/23/24, effective 1/23/25)

WAC 132R-04-017 Statement of jurisdiction. (1) The student conduct code shall apply to conduct by students and student groups that occurs:

(a) On college premises; or

(b) At or in connection with ~~((college programs or))~~ college-sponsored activities; or

(c) To off-campus conduct that in the judgment of the college adversely affects the college community or the pursuit of its objectives ~~((or the ability of a student or staff to participate in the college's programs and activities))~~.

(2) Jurisdiction extends to, but is not limited to, locations in which students or student groups are engaged in official college programs or activities including, but not limited to, foreign or domestic travel, activities funded by the associated students, student government, student clubs or organizations, athletic events, training internships, cooperative and distance education, online education, practicums, supervised work experiences or any other college-sanctioned social or club activities and college-sanctioned housing.

(3) Students are responsible for their conduct from notification of admission to the college through the actual receipt of a certificate or degree, even though conduct may occur before classes begin or after classes end, as well as during the academic year and during periods between terms of actual enrollment.

(4) These standards shall apply to a student's conduct even if the student withdraws from college while a disciplinary matter is pending.

(5) The student conduct officer has sole discretion, on a case-by-case basis, to determine whether the student conduct code will be applied to conduct by students or student groups that occurs off campus.

AMENDATORY SECTION (Amending WSR 25-02-065, filed 12/23/24, effective 1/23/25)

WAC 132R-04-053 Authority. The Big Bend Community College (BBCC) board of trustees, acting according to RCW 28B.50.140(14), delegates to the president of the college the authority to administer student disciplinary action. Administration of the student disciplinary procedures is the responsibility of the vice president of learning and student success. The vice president of learning and student success will serve as the student conduct officer, or appoint a designee (~~(, except in the cases involving allegations of sex discrimination including sex-based harassment when the Title IX coordinator or designee will serve as the student conduct officer)~~). Unless otherwise specified, the student conduct officer or designee shall serve as the principal investigator and administrator for alleged violations of this code.

AMENDATORY SECTION (Amending WSR 25-02-065, filed 12/23/24, effective 1/23/25)

WAC 132R-04-057 Prohibited student conduct. The college may impose sanctions against a student or student group who commits, attempts to commit, aids, abets, incites, encourages, or assists another person to commit an act(s) of misconduct, which includes, but is not limited to, any of the following:

(1) **Academic dishonesty.** Any act of academic dishonesty including, but not limited to, cheating, plagiarism, ~~((or))~~ fabrication, or deliberate damage.

(a) Cheating includes, but is not limited to, any attempt to give or obtain unauthorized assistance relating to the completion of an academic assignment.

(b) Plagiarism includes, but is not limited to, taking and using as one's own, without proper attribution, the ideas, writings, or work of another person, or artificial intelligence, in completing an academic assignment. Prohibited conduct may also include the unauthorized submission for credit of academic work that has been submitted for credit in another course.

(c) Fabrication includes falsifying data, information, or citations in completing an academic assignment, and also includes providing false or deceptive information in an instructional course concerning the completion of an assignment.

(d) Deliberate damage includes taking deliberate action to destroy or damage another's academic work or college property in order to gain an advantage for oneself or another.

(e) This section shall not be construed as preventing an instructor from taking immediate disciplinary action as provided herein where the instructor is required to act upon such breach of academic dishonesty in order to preserve order and prevent disruptive conduct in the classroom.

~~((e))~~ (f) This section shall also not be construed as preventing an instructor from adjusting the student's grade on a particular project, paper, test, or class grade for academic dishonesty.

(2) **Other dishonesty.** Acts of dishonesty include, but are not limited to:

(a) Forgery, alteration, submission of falsified documents or misuse of any college document, record, or instrument of identification;

(b) Tampering with an election conducted by or for college students;

(c) Furnishing false information, or failing to furnish correct information, in response to the request or requirement of a college officer or employee; or

(d) Knowingly making a false statement or submitting false information in relation, or in response, to a college academic or disciplinary investigation or process.

(3) **Obstructive or disruptive conduct.** Conduct not otherwise protected by law that interferes with, impedes, or otherwise unreasonably hinders:

(a) Any instruction, research, administration, disciplinary proceeding, or other college activities, including the obstruction of the free flow of pedestrian or vehicular movement on college property or at a college activity; or

(b) Any activity that is authorized to occur on college property, whether or not actually conducted or sponsored by the college.

(4) **Assault, intimidation, harassment.** Unwanted touching, physical abuse, verbal abuse, threat(s), intimidation, harassment, bullying, or other conduct which harms, threatens, or is reasonably perceived as threatening the health or safety of another person or another person's property unless otherwise protected by law.

(a) Assault is intentionally touching or striking another person in a harmful or offensive way.

(b) A threat is any conduct and/or speech that, when viewed objectively, threatens bodily harm to another person or that endangers the health or safety of another person. If the threat primarily involves speech, the speaker must also have consciously disregarded a substantial, unjustifiable risk that the communications could be viewed as threatening violence.

(c) Harassing conduct is unwelcome and sufficiently severe, persistent, or pervasive such that it could reasonably be expected to create an intimidating, hostile, or offensive environment, or has the purpose or effect of unreasonably interfering with a person's academic or work performance, or a person's ability to participate in or benefit from the college's programs, services, opportunities, or activities. Harassing conduct may include, but is not limited to, physical,

verbal, or nonverbal conduct, including written, social media, and electronic communications not otherwise protected by law.

(d) For purposes of this code, "bullying" is repeated or aggressive unwanted behavior, not otherwise protected by law, (~~that humiliates, harms, or intimidates the victim~~) when a reasonable person would feel humiliated, harmed, or intimidated.

(e) For purposes of this code, "intimidation" is an implied threat. Intimidation exists when a reasonable person would feel threatened or coerced even though an explicit threat or display of physical force has not been made. Intimidation is evaluated based on the intensity, frequency, context, and duration of the comments or actions.

(5) **Cyber misconduct.** Cyber misconduct including, but not limited to: Cyberstalking, cyberbullying, or online harassment.

(a) Use of electronic communications including, but not limited to, electronic mail, instant messaging, electronic bulletin boards, applications (apps), and social media sites, to harass, abuse, bully or engage in other conduct which harms, threatens, or is reasonably perceived as threatening the health or safety of another person.

(b) Prohibited activities include, but are not limited to, unauthorized monitoring of another's email communications directly or through spyware, sending threatening emails, disrupting electronic communications with spam or by sending a computer virus, sending false messages to third-parties using another's email identity, nonconsensual recording of sexual activity, and nonconsensual distribution of a recording of sexual activity.

(6) **Property violation.** Damage to, misappropriation of, unauthorized use or possession of, vandalism, or other nonaccidental damaging or destruction of college property or the property of another person.

Property for the purposes of this subsection includes computer passwords, access codes, identification cards, personal financial account numbers, other confidential personal information, intellectual property, and college trademarks.

(7) **Failure to comply with directive.** Failure to comply with the directive(s) of a college officer or employee who is acting in the legitimate performance of his or her duties, including failure to properly identify oneself to such a person when requested to do so.

(8) **Weapons.** Possession of any firearm, dagger, sword, knife or other cutting or stabbing instrument, club, explosive device or any other weapon apparently capable of producing bodily harm, unless previously authorized by the vice president of learning and student success. This policy does not apply to the possession of a personal protection spray device, as authorized by RCW 9.91.160. This policy is subject to the following exceptions:

(a) Commissioned law enforcement personnel in the state of Washington, legally authorized military personnel while in performance of their duties, and other persons or entities authorized by contract to carry firearms in the course of their employment;

(b) A student with a valid concealed weapons permit may store a pistol in his or her vehicle parked on campus in accordance with RCW 9.41.050 (2) or (3), provided the vehicle is locked and the weapon is concealed from view; or

(c) The president or designee may grant permission to bring a weapon on campus upon a determination that the weapon is reasonably related to a legitimate pedagogical purpose. Such permission shall be in writing and shall be subject to such terms or conditions incorporated in the written permission.

(9) **Hazing.**

Hazing is any act committed as part of a person's recruitment, initiation, pledging, admission into, or affiliation with a college sponsored student organization, athletic team, or living group, or any pastime or amusement engaged in with respect to such an organization, athletic team, or living group that causes, or is likely to cause, bodily danger or physical harm, or serious psychological or emotional harm, to any student, including causing, directing, coercing, or forcing a person to consume any food, liquid, alcohol, drug, or other substance which subjects the person to risk of such harm, regardless of the person's willingness to participate. "Hazing" does not include customary athletic events or other similar contests or competitions. Consent is not a valid defense against hazing. Examples of hazing include, but are not limited to:

(a) Causing, directing, coercing, or forcing a person to consume any food, liquid, alcohol, drug, or other substance which subjects the person to risk of such harm;

(b) Humiliation by ritual act;

(c) Striking another person with an object or body part;

(d) Causing someone to experience excessive fatigue, or physical and/or psychological shock; or

(e) Causing someone to engage in degrading or humiliating games or activities that create a risk of serious psychological, emotional, and/or physical harm.

(10) **Alcohol, cannabis, drug, and tobacco violations.**

(a) Alcohol. The use, possession, delivery, sale, or being visibly under the influence of any alcoholic beverage, except as permitted by law and applicable college policies.

(b) Cannabis. The use, possession, delivery, or sale of cannabis or the psychoactive compounds found in cannabis intended for human consumption, regardless of form, or being observably under the influence of cannabis or the psychoactive compounds found in cannabis and intended for human consumption, regardless of form. While state law permits the recreational use of cannabis, federal law prohibits such use on college premises or in connection with college activities.

(c) Drugs. The use, possession, production, delivery, sale, or being observably under the influence of any legend drug (including anabolic steroids, androgens, or human grown hormones), narcotic drug or controlled substance as defined in chapters 69.41 and 69.50 RCW, except in accordance with a lawful prescription for that student by a licensed health care professional.

(d) Tobacco, electronic cigarettes, and related products. The use of tobacco, electronic cigarettes, and related products in any building owned, leased, or operated by the college, or in any location where such use is prohibited, or in any location other than the parking lots, including 25 feet from entrances, exits, windows that open, and ventilation intakes of any building owned, leased or operated by the college. The use of tobacco, electronic cigarettes, and related products on the college campus is restricted to designated smoking areas.

"Related products" include, but are not limited to, cigarettes, pipes, bidi, clove cigarettes, waterpipes, hookahs, chewing tobacco, vaporizers, and snuff.

(11) **Disorderly conduct.** Conduct which is disorderly, lewd, indecent, or obscene, that is not otherwise protected under the law.

(12) **Discriminatory conduct.** Conduct which harms or adversely affects any member of the college community because of race; color; na-

tional origin; sensory, mental or physical disability; use of a service animal; gender, including pregnancy; marital status; age (40+); religion; creed; sexual orientation; gender identity; veteran's status; or any other legally protected classification.

(13) **Sexual misconduct.** The term "sexual misconduct" includes sexual harassment, sexual intimidation, and sexual violence. Sexual harassment prohibited by Title IX is defined in the supplemental procedures to this code. See WAC 132R-04-103.

(a) **Sexual harassment.** The term "sexual harassment" means unwelcome sexual or gender-based conduct, including unwelcomed sexual advances, requests for sexual favors, quid pro quo harassment, and other verbal, nonverbal, or physical conduct of a sexual or a gendered nature that is sufficiently severe, persistent, or pervasive as to:

(i) Deny or limit the ability of a student to participate in or benefit from the college's educational programs or activities;

(ii) Alter the terms or conditions of employment for a college employee(s); and/or

(iii) Create an intimidating, hostile, or offensive environment for other campus community members.

(b) **Sexual intimidation.** The term "sexual intimidation" incorporates the definition of sexual harassment and means threatening or emotionally distressing conduct based on sex. This includes, but is not limited to, nonconsensual recording of sexual activity or the distribution of such recording.

(c) **Sexual violence.** "Sexual violence" is a type of sexual discrimination and harassment. Nonconsensual sexual intercourse, nonconsensual sexual contact, domestic violence, dating violence, and stalking are all types of sexual violence.

(i) Nonconsensual sexual intercourse. Any actual or attempted sexual intercourse (anal, oral, or vaginal), however slight, with any object or body part, by a person upon another person, that is without consent and/or by force. Sexual intercourse includes anal or vaginal penetration by a penis, tongue, finger, or object, or oral copulation by mouth to genital contact or genital to mouth contact.

(ii) Nonconsensual sexual contact. Any actual or attempted sexual touching, however slight, with any object or body part, by a person upon another person that is without consent and/or by force. Sexual touching includes any bodily contact with the breasts, groin, mouth, or other bodily orifice of another individual, or any other bodily contact in a sexual manner.

(iii) Incest. Sexual intercourse or sexual contact with a person known to be related to them, either legitimately or illegitimately, as an ancestor, descendant, brother, or sister of either wholly or half related. Descendant includes stepchildren, and adopted children under the age of 18.

(iv) Statutory rape. (~~Consensual~~) Nonforcible intercourse between a person who is 18 years of age or older, and a person who is under the age of 16.

(v) Domestic violence. Physical violence, bodily injury, assault, the infliction of fear of imminent physical harm, sexual assault, (~~or~~) stalking, or any other conduct prohibited under RCW 10.99.020, committed by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the state of Washington, or by any other person against an adult or youth who is

protected from that person's acts under the domestic or family violence laws of the state of Washington, RCW 26.50.010.

(vi) Dating violence. Physical violence, bodily injury, assault, the infliction of fear of imminent physical harm, sexual assault, or stalking committed by a person:

(A) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) Where the existence of such a relationship shall be determined based on a consideration of the following factors:

(I) The length of the relationship;

(II) The type of relationship; and

(III) The frequency of interaction between the persons involved in the relationship.

(vii) Stalking. Engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

(A) Fear for their safety or the safety of others; or

(B) Suffer substantial emotional distress.

(viii) Consent. Clear, knowing, and voluntary permission by word or action to engage in mutually agreed upon sexual activity. Each party has the responsibility to make certain that the other has consented before engaging in the activity. For consent to be valid, there must be actual words or conduct indicating freely given agreement to the act at the time of the act. Consent cannot be inferred from silence, passivity, or lack of active resistance. Consent can be withdrawn by either party at any point. Consent to engage in one activity, or past agreement to engage in a particular activity, cannot be presumed to constitute consent to engage in a different activity or to engage in the same activity again. There is no consent where there is a threat of force or violence or any other form of coercion or intimidation, physical or psychological. A person cannot consent if they are unable to understand what is happening or are disoriented, or if they are asleep or unconscious for any reason, including due to alcohol or other drugs. An individual who engages in sexual activity when the individual knows, or should know, that the other person is physically or mentally incapable of consent has engaged in nonconsensual conduct. Intoxication is not a defense against allegations that an individual has engaged in nonconsensual sexual conduct.

(14) **Discriminatory harassment.** Unwelcome and offensive conduct, including verbal, nonverbal, or physical conduct, not otherwise protected by law, that is directed at a person because of such person's protected status and that is sufficiently severe, persistent, or pervasive, so as to deny or limit, and that does deny or limit, the ability of a student to participate in or benefit from the college's educational program and/or social programs and/or student housing; alter the terms of an employee's employment; or that creates an intimidating, hostile, or offensive environment for other campus community members. Protected status includes a person's race; color; national origin; presence of any sensory, mental or physical disability; use of a trained service animal; sex, including pregnancy; marital status; age (40+); religion; creed; sexual orientation; gender identity or expression; veteran's or military status; HIV/AIDS and hepatitis C status; or membership in any other group protected by federal, state, or local law. See supplemental definitions: "Sexual misconduct" for the definition of "sexual harassment." Harassing conduct may include, but is not limited to, physical conduct, verbal, written, social media and electronic communications not otherwise protected by law.

(15) **Retaliation.** Harming, threatening, intimidating, coercing, or taking adverse action of any kind against a person because such person reported an alleged violation of this code or college policy, provided information about an alleged violation of federal, state, or local law, or participated as a witness or in any other capacity in a college investigation or disciplinary proceeding.

(16) **Misuse of electronic resources.** Theft or other misuse of computer time or other electronic information resources of the college. Such misuse includes, but is not limited to:

(a) Unauthorized use of such resources or opening of a file, message, or other item;

(b) Unauthorized duplication, transfer, or distribution of a computer program, file, message, or other item;

(c) Unauthorized use or distribution of someone else's password or other identification;

(d) Use of such time or resources to interfere with someone else's work;

(e) Use of such time or resources to send, display, or print an obscene or abusive message, text, or image;

(f) Use of such time or resources to interfere with normal operation of the college's computing system or other electronic information resources;

(g) Use of such time or resources in violation of applicable copyright or other law;

(h) Adding to or otherwise altering the infrastructure of the college's electronic information resources without authorization; or

(i) Failure to comply with the college's electronic use policy.

(17) **Unauthorized access.** Unauthorized possession, duplication, or other use of a key, keycard, or other restricted means of access to college property, or unauthorized entry onto or into college property.

(18) **Safety violations.** Safety violation includes any nonaccidental, reckless, or unsafe conduct that interferes with or otherwise compromises any college policy, equipment, or procedure relating to the safety and security of the campus community, including tampering with fire safety equipment and triggering false alarms or other emergency response systems.

(19) **Abuse of process.** Abuse or misuse of any of the procedures relating to student complaints or misconduct including, but not limited to:

(a) Failure to obey a subpoena or order to appear at a hearing;

(b) Falsification or misrepresentation of information;

(c) Disruption, or interference with the orderly conduct, of a proceeding;

(d) Interfering with someone else's proper participation in a proceeding;

(e) Destroying or altering potential evidence, or attempting to intimidate or otherwise improperly pressure a witness or potential witness;

(f) Attempting to influence the impartiality of, or harassing or intimidating, a student disciplinary committee member; or

(g) Failure to comply with any disciplinary sanction(s) imposed under this student conduct code.

(20) **Unsafe vehicle operation.** Operation of any motor vehicle on college property in an unsafe manner or in a manner which is reasonably perceived as threatening the health or safety of another person.

(21) **Violation of other laws or policies.** Violation of any federal, state, or local law, rule, or regulation or other college rules or policies, including college housing, traffic and parking rules.

(22) **Ethical violation.** The breach of any generally recognized and published code of ethics or standards of professional practice that governs the conduct of a particular profession for which the student is taking a course or is pursuing as an educational goal or major.

(23) **Aiding or abetting.** Aiding, abetting, inciting, encouraging, or assisting another person to commit any of the foregoing acts of misconduct.

In addition to initiating discipline proceedings for violation of the student conduct code, the college may refer any violations of federal, state or local laws to civil and criminal authorities for disposition. The college shall proceed with student disciplinary proceedings regardless of whether the underlying conduct is subject to civil or criminal prosecution.

~~((24) **Sex discrimination.** The term "sex discrimination" includes sex-based harassment, and may occur when a respondent causes more than de minimis harm to an individual by treating them different from a similarly situated individual on the basis of: Sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. Conduct that prevents an individual from participating in an education program or activity consistent with the person's gender identity subjects a person to more than de minimis (insignificant) harm on the basis of sex.~~

~~(a) **Sex-based harassment.** "Sex-based harassment" is a form of sex discrimination and means sexual harassment or other harassment on the basis of sex, including the following conduct:~~

~~(i) **Quid pro quo harassment.** A student, employee, agent, or other person authorized by the college to provide an aid, benefit, or service under the college's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct.~~

~~(ii) **Hostile environment.** Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the recipient's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:~~

~~(A) The degree to which the conduct affected the complainant's ability to access the college's education program or activity;~~

~~(B) The type, frequency, and duration of the conduct;~~

~~(C) The parties' ages, roles within the college's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;~~

~~(D) The location of the conduct and the context in which the conduct occurred; and~~

~~(E) Other sex-based harassment in the college's education program or activity.~~

~~(iii) **Sexual violence.** "Sexual violence" includes nonconsensual sexual intercourse, nonconsensual sexual contact, domestic violence, incest, statutory rape, domestic violence, dating violence, and stalking.~~

~~(A) **Nonconsensual sexual intercourse** is any sexual intercourse (anal, oral, or vaginal), however slight, with any object, by a person~~

upon another person, that is without consent and/or by force. Sexual intercourse includes anal or vaginal penetration by a penis, tongue, finger, or object, or oral copulation by mouth to genital contact or genital to mouth contact.

(B) ~~Nonconsensual sexual contact (fondling)~~ is any actual or attempted sexual touching, however slight, with any body part or object, by a person upon another person that is without consent and/or by force. Sexual touching includes any bodily contact with the breasts, groin, mouth, or other bodily orifice of another individual, or any other bodily contact in a sexual manner.

(C) ~~Incest~~ is sexual intercourse or sexual contact with a person known to be related to them, either legitimately or illegitimately, as an ancestor, descendant, brother, or sister of either wholly or half related. Descendant includes stepchildren and adopted children under the age of 18.

(D) ~~Statutory rape (rape of a child)~~ is nonforcible sexual intercourse with a person who is under the statutory age of consent.

(E) ~~Domestic violence~~ is physical violence, bodily injury, assault, the infliction of fear of imminent physical harm, sexual assault, coercive control, damage or destruction of personal property, stalking or any other conduct prohibited under RCW 10.99.020, committed by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the state of Washington, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the state of Washington.

(F) ~~Dating violence~~ is physical violence, bodily injury, assault, the infliction of fear of imminent physical harm, sexual assault, or stalking committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

(I) The length of the relationship;

(II) The type of relationship; and

(III) The frequency of interaction between the persons involved in the relationship.

(G) ~~Stalking~~ means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others or to suffer substantial emotional distress.

(b) ~~Consent~~. For purposes of this code "consent" means knowing, voluntary and clear permission by word or action, to engage in mutually agreed upon sexual activity.

(i) Each party has the responsibility to make certain that the other has consented before engaging in the activity.

(ii) For consent to be valid, there must be at the time of the act of sexual intercourse or sexual contact actual words or conduct indicating freely given agreement to have sexual intercourse or sexual contact.

(iii) A person cannot consent if they are unable to understand what is happening or are disoriented, helpless, asleep or unconscious for any reason, including due to alcohol or other drugs. An individual who engages in sexual activity when the individual knows, or should know, that the other person is physically or mentally incapacitated has engaged in nonconsensual conduct.

~~(iv) Intoxication is not a defense against allegations that an individual has engaged in nonconsensual sexual conduct.~~

~~(c) **Title IX retaliation** means intimidation, threats, coercion, or discrimination against any person by a student, for the purpose of interfering with any right or privilege secured by Title IX, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in a sex discrimination investigation, proceeding, or hearing, including during an informal resolution process, during a Title IX investigation, or during any disciplinary proceeding involving allegations of sex discrimination.)~~

AMENDATORY SECTION (Amending WSR 25-02-065, filed 12/23/24, effective 1/23/25)

WAC 132R-04-064 Summary suspension. (1) Summary suspension is a temporary exclusion from specified college premises or denial of access to all activities or privileges for which a respondent might otherwise be eligible, while an investigation and/or formal disciplinary procedures are pending.

(2) The student conduct officer (or designee) may impose a summary suspension if there is probable cause to believe that the respondent:

- (a) Has violated any provision of the code of conduct; and
- (b) Presents an immediate danger to the health, safety, or welfare of members of the college community; or
- (c) Poses an ongoing threat of disruption of, or interference with, the operations of the college.

(3) Notice. Any respondent who has been summarily suspended shall be served with written notice or oral notice of the summary suspension at the time of the summary suspension. If oral notice is given, a written notification shall be served on the respondent within two calendar days of the oral notice.

(4) The written notification shall be entitled "Notice of Summary Suspension Proceedings" and shall include:

(a) The reasons for imposing the summary suspension, including reference to the provisions of the student conduct code or the law allegedly violated;

(b) The date, time, and location when the respondent must appear before the chair of the student disciplinary committee for a hearing on the summary suspension; and

(c) The conditions, if any, under which the respondent may physically access the campus or communicate with members of the campus community. If the respondent has been trespassed from the campus, a notice against trespass shall be included that warns the student that his or her privilege to enter into or remain on college premises has been withdrawn, that the respondent shall be considered trespassing and subject to arrest for criminal trespass if the respondent enters the college campus other than to meet with the student conduct officer or designee, or to attend a disciplinary hearing.

(5) (a) The conduct review officer or designee shall conduct a hearing on the summary suspension as soon as practicable after imposition of the summary suspension. The hearing will be conducted as a brief adjudicative proceeding.

(b) During the summary suspension hearing, the issue before the conduct review officer is whether there is probable cause to believe that the summary suspension should be continued pending the conclusion of disciplinary proceedings and/or whether the summary suspension should be less restrictive in scope.

(c) The respondent shall be afforded an opportunity to explain why summary suspension should not be continued while disciplinary proceedings are pending or why the summary suspension should be less restrictive in scope.

(d) If the notice of summary suspension proceedings has been served upon the respondent in accordance with these rules and the student fails to appear at the designated hearing time, the conduct review officer may order that the summary suspension remain in place pending the conclusion of the disciplinary proceedings.

(e) As soon as practicable following the hearing, the conduct review officer shall issue a written decision, which shall include a brief statement of findings of fact and conclusions of law, the policy reasons justifying imposition of the summary suspension. If summary suspension is upheld and/or other discipline imposed, the order shall inform the respondent of the duration of the summary suspension or the nature of the disciplinary action(s), conditions under which the summary suspension may be terminated or modified, and procedures by which the order may be appealed.

(f) The interim suspension shall not replace the regular discipline process, which shall proceed as quickly as feasible in light of the interim suspension.

(g) To the extent permissible under applicable law, the conduct review officer shall provide a copy of the decision to all persons or offices whom may be bound or protected by it.

(6) In cases involving allegations of sexual ~~((discrimination))~~ misconduct, the complainant will be notified that a summary suspension has been imposed on the same day that the summary suspension notice is served on the respondent. The college will also provide the complainant with timely notice of any subsequent changes to the summary suspension order.

AMENDATORY SECTION (Amending WSR 17-22-054, filed 10/25/17, effective 11/25/17)

WAC 132R-04-103 Supplemental sexual misconduct procedures. (1)

Both the respondent and the complainant in cases involving allegations of sexual misconduct shall be provided the same procedural rights to participate in student discipline matters, including the right to participate in the initial discipline action and to appeal the student conduct officer's disciplinary order. Application of the following procedures is limited to student conduct code proceedings involving allegations of sexual misconduct not otherwise subject to Title IX. In such cases, these procedures shall supplement the student disciplinary procedures. In the event of conflict between the sexual misconduct procedures and the student disciplinary procedures, the sexual misconduct procedures shall prevail.

(2) **Supplemental complaint process.** The following supplemental procedures shall apply with respect to complaints or other reports of alleged sexual misconduct by a student.

(a) The college's Title IX compliance officer or designee shall investigate complaints or other reports of alleged sexual misconduct by a student. Investigations will be completed in a timely manner and the results of the investigation shall be referred to the student conduct officer for disciplinary action.

(b) Informal dispute resolution shall not be used to resolve sexual misconduct complaints without written permission from both the complainant and the respondent. If the parties elect to mediate a dispute, either party shall be free to discontinue mediation at any time. In no event shall mediation be used to resolve complaints involving allegations of sexual violence.

(c) College personnel will honor requests to keep sexual misconduct complaints confidential to the extent this can be done without unreasonably risking the health, safety, and welfare of the complainant or other members of the college community or compromising the college's duty to investigate and process sexual harassment and sexual violence complaints.

(d) The student conduct officer, prior to initiating disciplinary action, will make a reasonable effort to contact the complainant to discuss the results of the investigation and possible disciplinary sanctions and/or conditions (if any) that may be imposed upon the respondent if the allegations of sexual misconduct are found to have merit.

AMENDATORY SECTION (Amending WSR 25-02-065, filed 12/23/24, effective 1/23/25)

WAC 132R-04-112 Initiation of disciplinary action. (1) Any member of the college community may file a complaint against a student or student group for possible violations of the student conduct code.

(2) The student conduct officer, or designee, may review and investigate any complaint to determine whether it appears to state a violation of the student conduct code.

(a) ~~((Sex discrimination, including sex-based harassment))~~ **Sexual misconduct**. The college's Title IX coordinator or designee shall review, process, and, if applicable, investigate complaints or other reports of ~~((sex discrimination, including sex-based harassment. Allegations of sex discrimination, including sex-based harassment, by a student shall be addressed through the student conduct code. Allegations involving employees or third parties associated with the college will be handled in accordance with college policies))~~ sexual misconduct.

(b) **Hazing by student groups.** A student conduct officer, or designee, may review and investigate any complaint or allegation of hazing by a student group. A student group will be notified through its named officer(s) and address on file with the college. A student group may designate one representative who may speak on behalf of a student group during any investigation and/or disciplinary proceeding. A student group will have the rights of a respondent as set forth below.

(3) Investigations will be completed in a timely manner and the results of the investigation shall be referred to the student conduct officer for disciplinary action.

(4) If a student conduct officer determines that a complaint appears to state a violation of the student conduct code, the student conduct officer will consider whether the matter might be resolved

through agreement with the respondent or through alternative dispute resolution proceedings involving the complainant and the reporting party.

(a) Informal dispute resolution shall not be used to resolve (~~(sex-based harassment)~~) sexual misconduct complaints without written permission from both the complainant and the respondent.

(b) If the parties elect to mediate a dispute through informal dispute resolution, either party shall be free to discontinue mediation at any time.

(5) If the student conduct officer has determined that a complaint has merit and if the matter is not resolved through agreement or informal dispute resolution, the student conduct officer may initiate disciplinary action against the respondent.

~~(6) ((Both the respondent and the complainant in cases involving allegations of sex discrimination shall be provided the same procedural rights to participate in student discipline matters, including the right to participate in the disciplinary process and to appeal any disciplinary decision.~~

~~(7))~~ All disciplinary actions will be initiated by the student conduct officer. If that officer is the subject of a complaint, the president shall, upon request and when feasible, designate another person to fulfill any such disciplinary responsibilities relative to the complaint.

~~((8))~~ (7) The student conduct officer shall initiate disciplinary action by serving the respondent with written notice directing them to attend a disciplinary meeting. The notice shall briefly describe the factual allegations, the provision(s) of the conduct code the respondent is alleged to have violated, the range of possible sanctions for the alleged violation(s), and specify the time and location of the meeting.

~~((9))~~ (8) At the meeting, the student conduct officer will present the allegations to the respondent and the respondent shall be afforded an opportunity to explain what took place. If the respondent fails to attend the meeting after proper service of notice, the student conduct officer may take disciplinary action based upon the available information.

~~((10))~~ (9) Within 10 calendar days of the initial disciplinary meeting, and after considering the evidence in the case, including any facts or argument presented by the respondent, the student conduct officer shall serve the respondent with a written decision setting forth the facts and conclusions supporting their decision, the specific student conduct code provisions found to have been violated, the discipline imposed (if any), and a notice of any appeal rights with an explanation of the consequences of failing to file a timely appeal. This period may be extended at the sole discretion of the student conduct officer, if additional information is necessary to reach a determination. The student conduct officer will notify the parties of any extension period and the reason therefore.

~~((11))~~ (10) The student conduct officer may take any of the following disciplinary actions:

(a) Exonerate the respondent and terminate the proceedings;

(b) Impose a disciplinary sanction(s), with or without conditions, as described in WAC 132R-04-063; or

(c) Refer the matter directly to the student conduct committee for such disciplinary action as the committee deems appropriate. Such referral shall be in writing, to the attention of the chair of the student conduct committee, with a copy served on the respondent.

~~((12))~~ (11) In cases involving allegations of ~~((sex discrimination, the student conduct officer shall review the investigation report provided by the Title IX coordinator, and determine whether, by a preponderance of the evidence, there was a violation of the student conduct code; and if so, what disciplinary sanction(s) and/or remedies will be recommended. The student conduct officer shall, within five business days of receiving the investigation report, serve respondent, complainant, and the Title IX coordinator with a written recommendation, setting forth the facts and conclusions supporting their recommendation. The time for serving a written recommendation may be extended by the student conduct officer for good cause.~~

~~(a) The complainant and respondent may either accept the student conduct officer's recommended disciplinary sanction(s) or request a hearing before a student conduct committee.~~

~~(b) The complainant and respondent shall have 21 calendar days from the date of the written recommendation to request a hearing before a student conduct committee.~~

~~(c) The request for a hearing may be verbal or written, but must be clearly communicated to the student conduct officer.~~

~~(d) The student conduct officer shall promptly notify the other party of the request.~~

~~(e) In cases involving sex discrimination, the student conduct officer may recommend dismissal of the complaint if:~~

~~(i) The college is unable to identify respondent after taking reasonable steps to do so;~~

~~(ii) Respondent is not participating in the college's educational programs or activities;~~

~~(iii) The complainant has voluntarily withdrawn any or all of the allegations in the complaint, and the Title IX coordinator has declined to initiate their own complaint;~~

~~(iv) The college determines that, even if proven, the conduct alleged by the complainant would not constitute sex discrimination; or~~

~~(v) The conduct alleged by the complainant falls outside the college's disciplinary jurisdiction.~~

~~(f) In cases involving allegations of sex-based harassment, the college must obtain the complainant's voluntary withdrawal in writing before the matter can be dismissed.~~

~~(g) If no request for a full hearing is provided to the student conduct officer, the student conduct officer's written recommendation shall be final and implemented immediately following the expiration of 21 calendar days from the date of the written recommendation.~~

~~(h) Upon receipt of the student conduct officer's written recommendation, the Title IX coordinator or their designee shall review all supportive measures and, within five business days, provide written direction to the complainant and respondent as to any supportive measures that will be implemented, continued, modified, or terminated. If either party is dissatisfied with the supportive measures, the party may seek review in accordance with the college's Title IX investigation procedure.~~

~~(i) If the respondent is found responsible for engaging in sex discrimination, the Title IX coordinator shall also take prompt steps to coordinate and implement any necessary remedies to ensure that sex discrimination does not recur and that complainant has equal access to the college's programs and activities)) sexual misconduct that is not subject to Title IX, the student conduct officer, on the same date that a disciplinary decision is served on the respondent, will serve a written notice informing the complainant whether the allegations of~~

sexual misconduct were found to have merit and describing any disciplinary sanctions and/or conditions imposed upon the respondent for the complainant's protection, including disciplinary suspension or dismissal of the respondent. The notice will also inform the complainant of their appeal rights. If protective sanctions and/or conditions are imposed, the student conduct officer shall make a reasonable effort to contact the complainant to ensure prompt notice of the protective disciplinary sanctions and/or conditions.

AMENDATORY SECTION (Amending WSR 25-02-065, filed 12/23/24, effective 1/23/25)

WAC 132R-04-113 Appeal from disciplinary action. (1) (~~Except as specified for cases involving allegations of sex discrimination, as set forth in WAC 132R-04-057,~~) The respondent may appeal a disciplinary action by filing a written notice of appeal with the conduct review officer within 21 calendar days of service of the student conduct officer's decision. Failure to timely file a notice of appeal constitutes a waiver of the right to appeal and the student conduct officer's order shall be deemed final.

(2) The notice of appeal must include a brief statement explaining why the respondent is seeking review.

(3) The parties to an appeal shall be the respondent (~~(, complainant if any,~~) and the conduct review officer.

(4) A respondent, who timely appeals a disciplinary action or whose case is referred to the student disciplinary committee, has a right to a prompt, fair, and impartial hearing as provided for in these procedures.

(5) On appeal, the college bears the burden of establishing the evidentiary facts underlying the imposition of a disciplinary sanction by a preponderance of the evidence.

(6) In the event of a conflict between this student conduct code and the Administrative Procedure Act, chapter 34.05 RCW, this student conduct code will govern.

(7) The college hereby adopts the Model rules of procedure, chapter 10-08 WAC, by reference. To the extent there is a conflict between these rules and chapter 10-08 WAC, these rules shall control.

(8) Imposition of discipline for violation of the student conduct code shall be stayed pending appeal, unless respondent has been summarily suspended.

(9) The student disciplinary committee shall hear the following cases as fully adjudicated proceedings:

(a) Appeals from suspensions in excess of ten instructional days;

(b) Appeals from dismissals; and

(c) Discipline cases referred to the committee by the student conduct officer, the conduct review officer, or the president (~~(, and~~

~~(d) Cases in which students request to have their discipline case heard by the committee).~~

(10) Student conduct appeals involving the following disciplinary actions shall be reviewed as brief adjudicative proceedings:

(a) Suspensions of ten instructional days or less;

(b) Disciplinary probation;

(c) Reprimands; and

(d) Any conditions or terms imposed in conjunction with one of the foregoing disciplinary actions.

(11) Except as provided elsewhere in these rules, disciplinary warnings and dismissals of disciplinary actions are final action and are not subject to appeal.

(12) In cases involving allegations of sexual misconduct that are not subject to Title IX, the complainant has the right to appeal the following actions by the student conduct officer following the same procedures as set forth above for the respondent:

(a) The dismissal of a sexual misconduct complaint; or

(b) Any disciplinary sanction(s) and conditions imposed against a respondent for a sexual misconduct violation, including a disciplinary warning.

(13) If the respondent timely appeals a decision imposing discipline for a sexual misconduct violation, the college shall notify the complainant of the appeal and provide the complainant an opportunity to intervene as a party to the appeal.

(14) Except as otherwise specified in this chapter, a complainant who timely appeals a disciplinary decision or who intervenes as a party to respondent's appeal of a disciplinary decision shall be afforded the same procedural rights as are afforded the respondent.

AMENDATORY SECTION (Amending WSR 25-02-065, filed 12/23/24, effective 1/23/25)

WAC 132R-04-116 Brief adjudicative proceedings—Initial hearing.

(1) Brief adjudicative proceedings shall be conducted by the student conduct officer. The presiding officer shall not participate in any case in which he or she is a complainant or witness, or in which they have direct or personal interest, prejudice, or bias, or in which they have acted previously in an advisory capacity.

(2) The parties to a brief adjudicative proceeding are the respondent and the student conduct officer. Before taking action, the conduct review officer shall conduct an informal hearing and provide each party (a) an opportunity to be informed of the college's view of the matter and (b) an opportunity to explain the party's view of the matter.

(3) The conduct review officer shall serve an initial decision upon all the parties within 10 calendar days of consideration of the initial hearing. The initial decision shall contain a brief written statement of the reasons for the decision and information about how to seek administrative review of the initial decision. If no request for review is filed within 21 calendar days of service of the initial decision, the initial decision shall be deemed the final order.

(4) In cases involving allegations of sexual misconduct that are not subject to Title IX, the conduct review officer, on the same date as the initial decision is served on the respondent, will serve a written notice upon the complainant informing the complainant whether the allegations of sexual misconduct were found to have merit and describing any disciplinary sanctions and/or conditions imposed upon the respondent for the complainant's protection. The notice will also inform the complainant of their appeal rights.

(5) If the conduct review officer upon review determines that the respondent's conduct may warrant imposition of a disciplinary suspension in excess of 10 instructional days or expulsion, the matter shall be referred to the student disciplinary committee for a disciplinary hearing. The conduct review officer may enter an interim order suspending the student until a hearing can be held by the student disciplinary committee. The interim order shall provide a brief explanation as to facts supporting the interim order of suspension and give the necessary notices that the case has been referred to the student disciplinary committee.

AMENDATORY SECTION (Amending WSR 25-02-065, filed 12/23/24, effective 1/23/25)

WAC 132R-04-1170 Brief adjudicative proceedings—Review of an initial decision.

(1) An initial decision is subject to review by the president or his or her designee, provided the respondent files a written request for review with the conduct review officer within 21 calendar days of service of the initial decision.

(2) The president or designee shall not participate in any case in which he or she is a complainant or witness, or in which they have direct or personal interest, prejudice, or bias, or in which they have acted previously in an advisory capacity.

(3) During the review, the president or designee shall give each party an opportunity to file written responses explaining their view of the matter and shall make any inquiries necessary to ascertain whether the proceedings must be referred to the student disciplinary committee for a formal adjudicative hearing.

(4) The decision on review must be in writing and must include a brief statement of the reasons for the decision and must be served on the parties within 20 calendar days of the initial decision or of the request for review, whichever is later. The order on review will contain a notice that judicial review may be available. A request for review may be deemed to have been denied if the reviewing officer does not make a disposition of the matter within 20 calendar days after the request is submitted.

(5) If the president or designee upon review determines that the respondent's conduct may warrant imposition of a disciplinary suspension of more than 10 instructional days or expulsion, the matter shall be referred to the student disciplinary committee for a disciplinary hearing. The president or designee may enter an interim order suspending the student until a hearing can be held by the student disciplinary committee. The interim order shall provide a brief explanation as to facts supporting the interim order of suspension and give the necessary notices that the case has been referred to the student disciplinary committee.

(6) In cases involving allegations of sexual misconduct that are not subject to Title IX, the president, on the same date as the final decision is served on the respondent, will serve a written notice upon the complainant informing the complainant whether the allegations of sexual misconduct were found to have merit and describing any disciplinary sanctions and/or conditions imposed upon the respondent for the complainant's protection, including suspension or dismissal of the

respondent. The notice will also inform the complainant of their appeal rights.

AMENDATORY SECTION (Amending WSR 25-02-065, filed 12/23/24, effective 1/23/25)

WAC 132R-04-125 Student conduct committee—General. (1) The student conduct committee shall consist of five members:

(a) Two full-time students appointed by the student government;
(b) Two faculty members recommended by the faculty association and appointed by the president;

(c) The conduct review officer or other member of the administration appointed by the president at the beginning of the academic year.

(2) The conduct review officer shall serve as the committee chair and may take action on preliminary hearing matters prior to the appointment of the committee. The committee chair shall receive annual training on protecting victims and promoting accountability in cases involving allegations of sexual misconduct.

(3) Hearings may be heard by a quorum of three members of the committee so long as the chair, one faculty member, and one student are included on the hearing panel. Committee action may be taken upon a majority vote of all committee members attending the hearing.

(4) Members of the student disciplinary committee shall not participate in any case in which they are a party, complainant, or witness, in which they have direct or personal interest, prejudice, or bias, or in which they have acted previously in an advisory capacity. Any party may petition the committee for disqualification of a committee member.

~~(5) ((For cases involving allegations of sex discrimination, including sex-based harassment, members of the student conduct committee must receive training on serving impartially, avoiding prejudgment of facts at issue, conflicts of interest, and bias. The chair must also receive training on the student conduct process for sex discrimination cases, as well as the meaning and application of the term "relevant" in relation to questions and evidence, and the types of evidence that are impermissible, regardless of relevance in accordance with 34 C.F.R. §§ 106.45 and 106.46.~~

~~(6))~~) The college may, in its sole discretion, contract with an administrative law judge or other qualified person to act as the presiding officer, authorized to exercise any or all duties of the student conduct committee and/or committee chair.

~~((In sex discrimination cases, the college may, in its sole and exclusive discretion, contract with an administrative law judge or other qualified person to act as the presiding officer, authorized to exercise any or all duties of the student conduct committee and/or committee chair.))~~

WAC 132R-04-131 Student disciplinary committee hearing—Presentation of evidence. (1) Upon the failure of any party to attend or participate in a hearing, the student conduct committee may either:

- (a) Proceed with the hearing and issuance of its decision; or
- (b) Serve a decision of default in accordance with RCW 34.05.440.

(2) The hearing will ordinarily be closed to the public. However, if all parties agree on the record that some or all of the proceedings be open, the chair shall determine any extent to which the hearing will be open. If any person disrupts the proceedings, the chair may exclude that person from the hearing room.

(3) The chair shall cause the hearing to be recorded by a method that they select, in accordance with RCW 34.05.449. That recording, or a copy, shall be made available to any party upon request. The chair shall ensure maintenance of the record of the proceeding that is required by RCW 34.05.476, which shall also be available upon request for inspection and copying by any party. Other recording shall also be permitted, in accordance with WAC 10-08-190.

(4) The chair shall preside at the hearing and decide procedural questions that arise during the hearing, except as overridden by majority vote of the committee.

(5) The student conduct officer (unless represented by an assistant attorney general) shall present the college's case.

(6) All testimony shall be given under oath or affirmation. Except as otherwise provided in this section, evidence shall be admitted or excluded in accordance with RCW 34.05.452.

~~(7) ((In cases involving allegations of sex-based harassment, the complainant and respondent may not directly question one another or other witnesses. In such circumstances, the chair will determine whether questions will be submitted to the chair, who will then ask questions of the parties and witnesses, or allow questions to be asked directly of any party or witnesses by a party's attorney or advisor. The committee chair may revise this process if, in the chair's determination, the questioning by any party, attorney, or advisor, becomes contentious or harassing.~~

~~(a) Prior to any question being posed to a party or witness, the chair must determine whether the question is relevant and not otherwise impermissible; and must explain any decision to exclude a question that is deemed not relevant, or is otherwise impermissible. The chair will retain for the record copies of any written questions provided by any party.~~

~~(b) The chair must not permit questions that are unclear or harassing; but shall give the party an opportunity to clarify or revise such a question.~~

~~(c) The chair shall exclude and the committee shall not consider legally privileged information unless the individual holding the privilege has waived the privilege. Privileged information includes, but is not limited to, information protected by the following:~~

- ~~(i) Spousal/domestic partner privilege;~~
- ~~(ii) Attorney-client communications and attorney work product privilege;~~
- ~~(iii) Clergy privileges;~~
- ~~(iv) Medical or mental health providers and counselor privileges;~~

~~(v) Sexual assault and domestic violence advocate privileges; and
(vi) Other legal privileges set forth in RCW 5.60.060 or federal law.~~

~~(d) The chair shall exclude and the committee shall not consider questions or evidence that relate to the complainant's sexual interests or prior sexual conduct, unless such question or evidence is offered to prove someone other than the respondent committed the alleged conduct, or is evidence of specific instances of prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.~~

~~(e) The committee may choose to place less or no weight upon statements by a party or witness who refuses to respond to questions deemed relevant and not impermissible. The committee must not draw an inference about whether sex-based harassment occurred based solely on a party's or witness's refusal to respond to such questions.~~

~~(8) Except in cases involving allegations of sex-based harassment, the chair has the discretion to determine whether a respondent may directly question any witnesses; and if not, to determine whether questions must be submitted to the chair to be asked of witnesses, or to allow questions to be asked by an attorney or advisor for the respondent.) The president of the college or designee, the chair of the student disciplinary committee, the administrators assigned to the student disciplinary committee, deans, and/or the student conduct officer have the authority to issue subpoenas.~~

~~(8) The accused student and the student conduct officer may arrange for witnesses to present pertinent information to the student disciplinary committee. Each party is responsible for informing their witnesses of the time and place of the hearing.~~

~~(9) The committee chair may accommodate concerns for the personal safety, well-being, or fears of confrontation during the hearing by providing separate facilities, or by permitting participation by videoconferencing, telephone, audio tape, written statement, or other means. In making such accommodations, the rights of the other parties must not be prejudiced, and the parties must have the opportunity to participate effectively in, to hear, and, if technically economically feasible, to see the entire proceeding while it is taking place.~~

~~(10) The chair has the discretion to determine whether a respondent may directly question any witnesses; and if not, to determine whether questions must be submitted to the chair to be asked of witnesses, or to allow questions to be asked by an attorney or advisor for the respondent.~~

~~(11) In cases involving allegations of sexual misconduct that are not subject to Title IX, no party shall directly question or cross examine one another. Attorneys for the parties are also prohibited from questioning the opposing party absent express permission from the committee chair. Subject to this exception, all cross-examination questions shall be directed to the committee chair, who in their discretion shall pose the questions on the party's behalf.~~

~~(12) At the conclusion of the hearing, the committee shall permit the parties to make closing arguments in whatever form it wishes to receive them. The committee may also permit each party to propose findings, conclusions, and/or an order for its consideration.~~

AMENDATORY SECTION (Amending WSR 17-22-054, filed 10/25/17, effective 11/25/17)

WAC 132R-04-140 Student disciplinary committee—Initial decision. (1) Within (~~twenty~~) 20 calendar days following the conclusion of the hearing or the committee's receipt of closing arguments (whichever is later), the committee shall issue an initial decision in accordance with RCW 34.05.461 and WAC 10-08-210. The initial decision shall include findings on all material issues of fact and conclusions on all material issues of law, including which, if any, provisions of the student conduct code were violated. Any findings based substantially on the credibility of evidence or the demeanor of witnesses shall be so identified.

(2) The committee's initial decision shall also include a determination on appropriate discipline, if any. If the matter was referred to the committee by the student conduct officer, the committee shall determine any disciplinary sanction or conditions authorized herein. If the matter is an appeal by the respondent, the committee may affirm, reverse, or modify the discipline imposed by the student conduct officer and/or impose any other disciplinary sanction or conditions authorized herein.

(3) The committee chair shall provide copies of the initial decision to the parties and any legal counsel who have appeared. The committee chair shall also promptly transmit a copy of the order and the record of the committee's proceedings to the college president and the vice president of learning and student success.

(4) In cases involving allegations of sexual misconduct that are not subject to Title IX, the committee chair, on the same date as the initial decision is served on the respondent, will serve a written notice upon the complainant informing the complainant whether the allegations of sexual misconduct were found to have merit and describing any disciplinary sanctions and/or conditions imposed upon the respondent for the complainant's protection, including suspension or dismissal of the respondent. Complainant may appeal the student conduct committee's initial decision to the president subject to the same procedures and deadlines applicable to other parties. The notice will also inform the complainant of his or her appeal rights.

AMENDATORY SECTION (Amending WSR 25-02-065, filed 12/23/24, effective 1/23/25)

WAC 132R-04-150 Appeal from student conduct committee initial decision. (1) Any party (~~(, including a complainant in sex-based harassment cases,)~~) who is aggrieved by the findings of conclusions issued by the student disciplinary committee may appeal the committee's decision to the president by filing a written appeal with the president's office within 21 calendar days of service of the committee's decision. Failure to file a timely appeal constitutes a waiver of the right and the decision shall be deemed final.

(2) The written appeal must identify the specific findings of fact and/or conclusions of law in the decision that are challenged and

must contain argument why the appeal should be granted. Appeals may be based upon, but are not limited to:

(a) Procedural irregularity that would change the outcome;

(b) New evidence that would change the outcome and that was not reasonably available when the initial decision was made; and

(c) The investigator, decision maker, or Title IX coordinator had a conflict of interest or bias for or against a respondent or complainant individually or respondents or complainants generally.

(3) Upon receiving a timely appeal, the president or a designee will promptly serve a copy of the appeal on all nonappealing parties, who will have 10 business days from the date of service to submit a written response addressing the issues raised in the appeal to the president or a designee, and serve it on all parties. Failure to file a timely response constitutes a waiver of the right to participate in the appeal.

(4) If necessary to aid review, the president may ask for additional briefing from the parties on issues raised on appeal. The president's review shall be restricted to the hearing record made before the student conduct committee and will normally be limited to a review of those issues and arguments raised in the appeal.

(5) The president shall serve a written decision on all parties and their attorneys, if any, within 20 calendar days after receipt of the appeal. The president's decision shall be final and subject to judicial review pursuant to chapter 34.05 RCW, Part V.

(6) ~~In cases involving allegations of ((sex-based harassment, the president's decision must be served simultaneously on the complainant, respondent, and Title IX coordinator))~~ sexual misconduct that are not subject to Title IX, the president, on the same date that the final decision is served upon the respondent, shall serve a written notice informing the complainant of the final decision. This notice shall inform the complainant whether the sexual misconduct allegation was found to have merit and describe any disciplinary sanctions and/or conditions imposed upon the respondent for the complainant's protection, including suspension or dismissal of the respondent.

(7) The president shall not engage in an ex parte communication with any of the parties regarding an appeal.

AMENDATORY SECTION (Amending WSR 21-08-012, filed 3/26/21, effective 4/26/21)

WAC 132R-04-300 Order of precedence. This supplemental procedure applies to allegations of sexual harassment subject to Title IX jurisdiction pursuant to regulations promulgated by the United States Department of Education. See 34 C.F.R. Part 106. To the extent these supplemental hearing procedures conflict with the college's standard disciplinary procedures, WAC 132R-04-010 through 132R-04-200, these supplemental procedures shall take precedence. The college may, at its discretion, contract with an administrative law judge or other person to act as presiding officer and assign such presiding officer to exercise any or all of the duties in lieu of the student conduct committee and committee chair.

WAC 132R-04-305 Prohibited conduct under Title IX. Pursuant to RCW 28B.50.140(13) and Title IX of the Education Amendments Act of 1972, 20 U.S.C. Sec. 1681, the college may impose disciplinary sanctions against a student who commits, attempts to commit, or aids, abets, incites, encourages, or assists another person to commit, an act(s) of "sexual harassment."

For purposes of this supplemental procedure, "sexual harassment" ~~((encompasses the following conduct))~~ means conduct on the basis of sex that satisfies one or more of the following:

(1) Quid pro quo harassment. A college employee conditioning the provision of an aid, benefit, or service of the college on an individual's participation in unwelcome sexual conduct.

(2) Hostile environment. Unwelcome conduct ~~((that))~~ determined by a reasonable person ((would find)) to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the college's educational programs or activities ~~((, or employment))~~.

(3) Sexual assault. Sexual assault includes the following conduct:

(a) Nonconsensual sexual intercourse. Any actual or attempted sexual intercourse (anal, oral, or vaginal), however slight, with any object or body part, by a person upon another person, that is without consent and/or by force. Sexual intercourse includes anal or vaginal penetration by a penis, tongue, finger, or object, or oral copulation by mouth to genital contact or genital to mouth contact.

(b) Nonconsensual sexual contact. Any actual or attempted sexual touching, however slight, with any body part or object, by a person upon another person that is without consent and/or by force. Sexual touching includes any bodily contact with the breasts, groin, mouth, or other bodily orifice of another individual, or any other bodily contact in a sexual manner.

(c) Incest. Sexual intercourse or sexual contact with a person known to be related to them, either legitimately or illegitimately, as an ancestor, descendant, brother, or sister of either wholly or half related. Descendant includes stepchildren and adopted children under the age of eighteen.

(d) Statutory rape. ~~((Consensual))~~ Nonforcible sexual intercourse between someone who is ~~((eighteen))~~ 18 years of age or older and someone who is under the age of ~~((sixteen))~~ 16.

(4) Domestic violence. Physical violence, bodily injury, assault, the infliction of fear of imminent physical harm, sexual assault, ~~((or stalking))~~ coercive control, damage or destruction of personal property, stalking, or any other conduct prohibited under RCW 10.99.020, committed by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the state of Washington, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the state of Washington, RCW ~~((26.50.010))~~ 26.55.010.

(5) Dating violence. Physical violence, bodily injury, assault, the infliction of fear of imminent physical harm, sexual assault, or stalking committed by a person:

- (a) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (b) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) The length of the relationship;
 - (ii) The type of relationship; and
 - (iii) The frequency of interaction between the persons involved in the relationship.
- (6) Stalking. Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others, or suffer substantial emotional distress.

AMENDATORY SECTION (Amending WSR 21-08-012, filed 3/26/21, effective 4/26/21)

WAC 132R-04-315 Initiation of discipline. (1) Upon receiving ~~((the))~~ a Title IX investigation report from the Title IX coordinator, the student conduct officer will independently review the report to determine whether there are sufficient grounds to pursue a disciplinary action against the respondent for engaging in prohibited conduct under Title IX.

(2) If the student conduct officer determines that there are sufficient grounds to proceed under these supplemental procedures, the student conduct officer will initiate a Title IX disciplinary proceeding by filing a written disciplinary notice with the chair of the student conduct committee and serving the notice on the respondent and the complainant, and their respective advisors. The notice must:

- (a) Set forth the basis for Title IX jurisdiction;
- (b) Identify the alleged Title IX violation(s);
- (c) Set forth the facts underlying the allegation(s);
- (d) Identify the range of possible sanctions that may be imposed if the respondent is found responsible for the alleged violation(s); and
- (e) Explain that the parties are entitled to be accompanied by their chosen advisors during the hearing and that:
 - (i) The advisors will be responsible for questioning all witnesses on the party's behalf;
 - (ii) An advisor may be an attorney; and
 - (iii) The college will appoint the party an advisor of the college's choosing at no cost to the party, if the party fails to do so.
- ~~((3))~~ (f) Explain that if a party fails to appear at the hearing, a decision of responsibility may be made in their absence.

AMENDATORY SECTION (Amending WSR 25-02-065, filed 12/23/24, effective 1/23/25)

WAC 132R-04-320 Prehearing procedure. (1) ~~((Proceedings of the student conduct committee shall be governed by the Administrative Procedure Act, chapter 34.05 RCW.~~

~~(2) The student conduct committee chair shall serve all parties with written notice of the hearing not less than seven calendar days in advance of the hearing date. The chair may shorten this notice period if both parties agree, and also may continue the hearing to a later time for good cause shown. The notice must include:~~

- ~~(a) A copy of the student conduct code;~~
- ~~(b) The basis for jurisdiction;~~
- ~~(c) The alleged violation(s);~~
- ~~(d) A summary of facts underlying the allegations;~~
- ~~(e) The range of possible sanctions that may be imposed; and~~
- ~~(f) A statement that retaliation is prohibited.~~

~~(3) The chair is authorized to conduct prehearing conferences and/or to make prehearing decisions concerning the extent and form of any discovery, issuance of protective decisions, and similar procedural matters.~~

~~(4) Upon request filed at least five calendar days before the hearing by any party or at the direction of the chair, the parties shall exchange, no later than the third day prior to the hearing, lists of potential witnesses and copies of potential exhibits that they reasonably expect to present to the committee. Failure to participate in good faith in such a requested exchange may be cause for exclusion from the hearing of any witness or exhibit not disclosed, absent a showing of good cause for such failure.~~

~~(5) The chair may provide to the committee members in advance of the hearing copies of:~~

~~(a) The student conduct officer's notification of imposition of discipline (or referral to the committee); and~~

~~(b) The notice of appeal (or any response to referral) by the respondent. If doing so, however, the chair should remind the members that these "pleadings" are not evidence of any facts they may allege.~~

~~(6) The parties may agree before the hearing to designate specific exhibits as admissible without objection and, if they do so, whether the committee chair may provide copies of these admissible exhibits to the committee members before the hearing.~~

~~(7) (Optional: The student conduct officer shall provide reasonable assistance to the respondent and complainant in procuring the presence of college students, employees, staff, and volunteers to appear at a hearing, provided the respondent and complainant provide a witness list to the student conduct officer no less than three business days in advance of the hearing. The student conduct officer shall notify the respondent and complainant no later than 24 hours in advance of the hearing if they have been unable to contact any prospective witnesses to procure their appearance at the hearing. The committee chair will determine how to handle the absence of a witness and shall describe on the record their rationale for any decision.)~~

~~(8) Communications between committee members and other hearing participants regarding any issue in the proceeding, other than procedural communications that are necessary to maintain an orderly process, are generally prohibited without notice and opportunity for all parties to participate, and any improper "ex parte" communication shall be placed on the record, as further provided in RCW 34.05.455.~~

~~(9) (Optional: In cases heard by the committee, each party may be accompanied at the hearing by an advisor of their choice, which may be an attorney retained at the party's expense.)~~

~~(10) (Optional: For any matters involving a disciplinary sanction of suspension of more than one quarter, dismissal, or sex-based harassment, the college shall provide an advisor to the respondent and~~

any complainant, if they have not otherwise identified an advisor to assist them during the hearing.) The committee will ordinarily be advised by an assistant attorney general or their designee. If the respondent and/or the complainant is represented by an attorney, the student conduct officer may be represented by an assistant attorney general.

(11) Attorneys for students must file a notice of appearance with the committee chair at least four business days before the hearing. Failure to do so may, at the discretion of the committee chair, result in a waiver of the attorney's ability to represent the student at the hearing, although an attorney may still serve as an advisor to the student.

(12) In cases involving allegations of sex discrimination, the complainant has a right to participate equally in any part of the disciplinary process, including appeals. Respondent and complainant both have the following rights:

(a) **Notice.** The college must provide a notice that includes all information required in subsection (2) of this section, and a statement that the parties are entitled to an equal opportunity to access relevant and permissible evidence, or a description of the evidence upon request.

(b) **Advisors.** The complainant and respondent are both entitled to have an advisor present, who may be an attorney retained at the party's expense.

(c) **Extensions of time.** The chair may, upon written request of any party and a showing of good cause, extend the time for disclosure of witness and exhibit lists, accessing and reviewing evidence, or the hearing date, in accordance with the procedures set forth in subsection (13)(b) of this section.

(d) **Evidence.** In advance of the hearing, the student conduct officer shall provide reasonable assistance to the respondent and complainant in accessing and reviewing the investigative report and relevant and not otherwise impermissible evidence that is within the college's control.

(e) **Confidentiality.** The college shall take reasonable steps to prevent the unauthorized disclosure of information obtained by a party solely through the disciplinary process which may include, but are not limited to, directives by the student conduct officer or chair pertaining to the dissemination, disclosure, or access to evidence outside the context of the disciplinary hearing.

(13) In cases involving allegations of sex-based harassment, the following additional procedures apply:

(a) **Notice.** In addition to all information required in subsection (2) of this section, the notice must also inform the parties that:

(i) The respondent is presumed not responsible for the alleged sex-based harassment;

(ii) The parties will have an opportunity to present relevant and not otherwise impermissible evidence to a trained, impartial decision maker;

(iii) They may have an advisor of their choice, who may be an attorney, to assist them during the hearing;

(iv) They are entitled to an equal opportunity to access relevant and not otherwise impermissible evidence in advance of the hearing; and

(v) The student conduct code prohibits knowingly making false statements or knowingly submitting false information during a student conduct proceeding.

~~(b) **Extensions of time.** The chair may, upon written request of any party and a showing of good cause, extend the time for disclosure of witness and exhibit lists, accessing and reviewing evidence, or the hearing date. The party requesting an extension must do so no later than 48 hours before any date specified in the notice of hearing or by the chair in any prehearing conference. The written request must be served simultaneously by email to all parties and the chair. Any party may respond and object to the request for an extension of time no later than 24 hours after service of the request for an extension. The chair will serve a written decision upon all parties, to include the reasons for granting or denying any request. The chair's decision shall be final. In exceptional circumstances, for good cause shown, the chair may, in their sole discretion, grant extensions of time that are made less than 48 hours before any deadline.~~

~~(c) **Advisors.** The college shall provide an advisor to the respondent and any complainant, if the respondent or complainant have not otherwise identified an advisor to assist during the hearing.~~

~~(d) **Evidence.** In advance of the hearing, the student conduct officer shall provide reasonable assistance to the respondent and complainant in accessing and reviewing the investigative report and relevant and not otherwise impermissible evidence that is within the college's control.~~

~~(e) **Confidentiality.** The college shall take reasonable steps to prevent the unauthorized disclosure of information obtained by a party solely through the disciplinary process which may include, but are not limited to, directives by the student conduct officer or chair issuing directives pertaining to the dissemination, disclosure, or access to evidence outside the context of the disciplinary hearing.~~

~~(f) **Separate locations.** The chair may, or upon the request of any party, must conduct the hearing with the parties physically present in separate locations, with technology enabling the committee and parties to simultaneously see and hear the party or the witness while that person is speaking.~~

~~(g) **Withdrawal of complaint.** If a complainant wants to voluntarily withdraw a complaint, they must provide notice to the college in writing before a case can be dismissed.) Upon receiving the disciplinary notice, the chair of the student conduct committee will send a hearing notice to all parties, in compliance with WAC 132R-04-130. In no event will the hearing date be set less than 10 days after the Title IX coordinator provided the final investigation report to the parties.~~

(2) A party may choose to have an attorney serve as their advisor at the party's own expense. This right will be waived unless, at least five days before the hearing, the attorney files a notice of appearance with the committee chair with copies to all parties and the student conduct officer.

(3) In preparation for the hearing, the parties will have equal access to all evidence gathered by the investigator during the investigation, regardless of whether the college intends to offer the evidence at the hearing.

AMENDATORY SECTION (Amending WSR 21-08-012, filed 3/26/21, effective 4/26/21)

WAC 132R-04-330 Evidence. The introduction and consideration of evidence during the hearing is subject to the following procedures and restrictions:

(1) Relevance: The committee chair shall review all questions for relevance and shall explain on the record their reasons for excluding any question based on lack of relevance.

(2) Relevance means that information elicited by the question makes facts in dispute more or less likely to be true.

(3) Questions or evidence about a complainant's sexual predisposition or prior sexual behavior are not relevant and must be excluded, unless such question or evidence:

(a) Is asked or offered to prove someone other than the respondent committed the alleged misconduct; or

(b) Concerns specific incidents of prior sexual behavior between the complainant and the respondent, which are asked or offered on the issue of consent.

(4) ~~((Cross-examination required: If a party or witness does not submit to cross-examination during the live hearing, the committee must not rely on any statement by that party or witness in reaching a determination of responsibility))~~ Complainant and respondent may not ask questions directly of one another. Questions may be asked through a party's advisor or by the chair, after the chair determines the question is relevant and not privileged or otherwise impermissible. The chair has discretion to follow this procedure for other witnesses as well.

(5) No negative inference: The committee may not make an inference regarding responsibility solely on a witness's or party's absence from the hearing or refusal to answer questions.

(6) Privileged evidence: The committee shall not consider legally privileged information unless the holder has effectively waived the privilege. Privileged information includes, but is not limited to, information protected by the following:

(a) Spousal/domestic partner privilege;

(b) Attorney-client and attorney work product privileges;

(c) Privileges applicable to members of the clergy and priests;

(d) Privileges applicable to medical providers, mental health therapists, and counselors;

(e) Privileges applicable to sexual assault and domestic violence advocates; and

(f) Other legal privileges identified in RCW 5.60.060.

AMENDATORY SECTION (Amending WSR 21-08-012, filed 3/26/21, effective 4/26/21)

WAC 132R-04-335 Initial order. (1) In addition to complying with WAC 132R-04-140, the student conduct committee will be responsible for conferring and drafting an initial order that:

(a) Identifies the allegations of sexual harassment;

(b) Describes the ~~((grievance and disciplinary procedures, starting with filing of the formal complaint through the determination of~~

responsibility)) procedural steps taken from receipt of the formal complaint through the determination, including ((notices)) any notifications to parties, interviews with witnesses and parties, site visits, methods used to gather evidence, and hearings held;

(c) Makes findings of fact supporting the determination ((of responsibility));

(d) Reaches conclusions ((as to whether the facts establish whether the respondent is responsible for engaging in sexual harassment in violation of Title IX)) by applying the conduct code to the facts;

(e) Contains a statement of, and rationale for, the ((committee's determination of responsibility for each allegation)) result as to each allegation, including a determination regarding responsibility;

(f) Describes any disciplinary sanctions or conditions imposed against the respondent, if ((any)) the committee determines the respondent violated the conduct code;

(g) ((Describes to what extent, if any, complainant is entitled to)) Determines whether remedies designed to restore or preserve complainant's equal access to the college's education programs or activities will be provided by the college; and

(h) Describes the process for appealing the initial order to the college president.

(2) The committee chair will serve the initial order on the parties simultaneously.

AMENDATORY SECTION (Amending WSR 21-08-012, filed 3/26/21, effective 4/26/21)

WAC 132R-04-340 Appeals. (1) ((The parties shall have the right to appeal from the initial order's determination of responsibility and/or dismissal of an allegation(s) of sexual harassment in a formal complaint. The right to appeal will be subject to the same procedures and time frames set forth in WAC 132R-04-150.

((2) The president or their delegate)) All parties, including the student conduct officer in their capacity as a representative of the college, have the right to appeal from the determination of responsibility and/or from a dismissal, in whole or in part, of a formal complaint during the investigative or hearing process. Appeals must be in writing and filed with the president's office within 21 days of service of the initial order or notice of dismissal. Appeals must identify the specific findings of fact and/or conclusions in the initial order or notice of dismissal that the appealing party is challenging and must contain argument as to why the appeal should be granted. Appeals may be based upon, but are not limited to:

(a) Procedural irregularity that would change the outcome;

(b) New evidence that would change the outcome and that was not reasonably available when the initial decision was made; and

(c) The investigator, decision maker, or Title IX coordinator had a conflict of interest or bias for or against a respondent or complainant individually or respondents or complainants generally.

Failure to file a timely appeal constitutes a waiver of the right to appeal and the initial order or notice of dismissal shall be deemed final.

(2) Upon receiving a timely appeal, the president's office will serve a copy of the appeal on all parties, who will have 10 days from the date of service to submit written responses to the president's office addressing issues raised in the appeal. Failure to file a timely response constitutes a waiver of the right to participate in the appeal. Upon receipt of written responses, the president's office shall serve copies of the responses to the other parties.

(3) Parties receiving a copy of the responses shall have five days in which to submit a written reply addressing issues raised in the responses to the president's office.

(4) The president or their delegate, based on their reviews of the parties' submissions and the hearing or investigative record, will determine whether the grounds for appeal have merit, provide the rationale for this conclusion, and state whether a dismissal is affirmed or denied, or if the disciplinary sanctions and ((condition(s))) conditions imposed in the initial order are affirmed, vacated, or amended, and, if amended, set forth any new disciplinary sanctions and/or condition(s).

((+3)) (5) President's office shall serve the final decision on the parties simultaneously.

(6) All administrative decisions reached through this process may be judicially appealed pursuant to applicable provisions of chapter 34.05 RCW including, but not limited to, the timelines set forth in RCW 34.05.542.



POLICY GOVERNANCE

Information

Description

Big Bend Community College's Assistant Attorney General, Carrie Culver, will deliver an overview of best practices to the Board of Trustees on Policy Governance, the implications of the Open Public Meeting Act, and guidelines and responsibilities of the Public Comment section of every board meeting. The group may discuss fictional scenarios and real-life situations other organizations have faced in order to deepen their learning and responsibilities as a Trustee.

Recommendation

None.

Recommended Motion

None.

Prepared by the President's Office



ENDS STATEMENT REVIEW

Information

Description

Excerpt from Board Policy 1000 Policy Governance Bylaws:

Big Bend Community College Ends		
E-1: Student Success		
<p>Big Bend Community College provides the entire district with access to learning opportunities, assists students in completion of their educational and workforce development goals, develops skills for continued learning, and maintains high academic standards.</p>		
E-2: Community Engagement	E-3: Stewardship	E-4: Diversity, Equity, Inclusion
<p>Big Bend Community College supports economic development by nurturing community and industry partnerships to enhance access and service to our district.</p>	<p>Big Bend Community College acts as a responsible steward of resources by promoting accountability, sustainability, ethics, and prudent resource management to provide quality and affordable resources to our district.</p>	<p>Big Bend Community College fosters inclusiveness for students, employees, and visitors by maintaining a safe learning environment promoting cultural inclusiveness and respect by embracing diversity, access, opportunity, and equity.</p>

Recommendation

None.

Recommended Motion

None.

Prepared by the President's Office



PRESIDENT'S EVALUATION

Information

Description

Prepared materials/references for the President's Evaluation segment of the Board of Trustees retreat are as follows:

- [Board Policy 1000](#) Policy Governance Bylaws
- President's Evaluation Tool
- Board of Trustees Ends Metric Document

The Board of Trustees of Big Bend Community College have identified the Ends Metric for consideration during the annual evaluation of the President. The Board recognizes that these metrics are not a complete evaluation tool by themselves and must be considered in context with local, state, and nation-wide trends and events. The review of the metrics shall be considered as part of the overall annual evaluation of the President, End Statements, and Executive Limitations in accordance with BP 1000.

- 2025 Mission Fulfillment Report
- 10/10/24 President's Evaluation Statement
- Executive Session. The Board may adjourn to an **Executive Session to discuss items provided for in RCW 42.30.110 (1)**:
 - (b) to consider the selection of a site or the acquisition of real estate by lease or purchase;
 - (c) to consider the minimum price at which real estate will be offered for sale or lease;
 - (d) to review negotiations on the performance of a publicly bid contract;
 - (f) to receive and evaluate complaints or charges brought against a public officer or employee;
 - (g) to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee;**
 - (h) to evaluate the qualifications of a candidate for appointment to elective office;
 - (i) to discuss with legal counsel representing the agency matters relating to agency enforcement actions or litigation or potential litigation.

1000.1 ENDS

Big Bend Community College Ends		
E-1: Student Success		
Big Bend Community College provides the entire district with access to learning opportunities, assists students in completion of their educational and workforce development goals, develops skills for continued learning, and maintains high academic standards.		
E-2: Community Engagement	E-3: Stewardship	E-4: Diversity, Equity, Inclusion
Big Bend Community College supports economic development by nurturing community and industry partnerships to enhance access and service to our district.	Big Bend Community College acts as a responsible steward of resources by promoting accountability, sustainability, ethics, and prudent resource management to provide quality and affordable resources to our district.	Big Bend Community College fosters inclusiveness for students, employees, and visitors by maintaining a safe learning environment promoting cultural inclusiveness and respect by embracing diversity, access, opportunity, and equity.

(Annual reports on these Ends Statements will be presented to the board according to the schedule outlined in the current Academic Master Plan.)

1000.2 EXECUTIVE LIMITATIONS

EL – 1 General Executive Constraint

The President shall not allow in or by the operating organization of BBCC, any practice, activity, or decision, which is either unlawful, or in violation of commonly accepted professional ethics, or is contrary to the provisions set forth in the Governance Process Policies. The duties and responsibilities of the President are outlined in the President’s Job Description in the Human Resource Office.

EL – 2 Respect For Students

Students should be treated with respect at all times. The President shall not cause or allow conditions, procedures, or decisions which are unsafe, lacking in respect, unnecessarily intrusive, or which fail to provide appropriate confidentiality and privacy.

The President may not:

1. Use methods of collecting, reviewing, transmitting, or storing client information that fail to protect against improper access to the information elicited.
2. Fail to provide a grievance process, to those students who believe that they have not been accorded a reasonable interpretation of rights established pursuant to this policy.
3. Operate without written procedures which clarify the rules for students.

EL – 3 Respect For Community Members

BCCC recognizes that our community members are our stakeholders and that all visitors to our facilities should be treated with respect. The President shall not cause or allow conditions, procedures, or decisions which are unsafe, lacking in respect or unnecessarily intrusive.

The President may not operate without written procedures which describe rules for visitors.

EL – 4 Respect For Employees

Paid and volunteer staff should be treated with respect at all times, and in compliance with established policies, process, and contracts. The President may not cause or allow conditions which are unsafe, lacking in respect, unnecessarily intrusive or are knowingly in violation of college policies, process, and contracts.

The President may not:

1. Operate without written personnel procedures which clarify personnel rules for staff, and provide for effective handling of grievances.
2. Discriminate against any staff member for expressing an ethical dissent within the framework of existing policy, process, and contracts.
3. Restrict the exercise of academic freedom.
4. Prevent non-represented classified and admin/exempt employees from the exercise of all rights provided to classified and exempt employees in AP4200 Communications/Grievance Procedure for Classified & Exempt Staff including an appeal to the Board.

5. Hinder employees from becoming acquainted with their rights under this policy.

EL – 5 Ethical Conduct

The President must establish and maintain high levels of professional and institutional integrity, adhering to the ethical standards of the State of Washington and of Big Bend Community College.

The President may not:

1. Change his or her own compensation and benefits.
2. Allow a conflict of interest or the appearance of a conflict of interest to exist in the approval of any college contract.
3. Promise or imply permanent or guaranteed employment in disregard of college hiring policies, procedures, and practice.

EL – 6 Asset Protection

The President may not allow assets to be unprotected, inadequately maintained nor unnecessarily risked nor allow any action that is contrary to the provisions set forth in the Governance Process Policies.

The President may not:

1. Unnecessarily expose the college, its Board or staff, to claims of liability.
2. Fail to protect intellectual property, information and files from loss or significant damage.
3. Receive, process or disburse funds under controls, which are insufficient to meet the State Auditor's standards.
4. Fail to provide adequate protection against theft and casualty.
5. Fail to establish disaster/emergency management plans.

EL – 7 Financial Planning

Financial planning shall not deviate materially from Board Ends priorities.

The President shall not fail to demonstrate concurrence between Board Ends priorities and the annual budget.

EL – 8 Financial Condition And Activity

The initial and ongoing receipt and expenditure of funds shall be maintained within the approved budgetary expectations. Extraordinary changes in receipts or expenditures shall not cause or allow the development of fiscal jeopardy.

The President may not:

1. Expend more funds than have been received in the fiscal year
2. Allow an annual budget to be submitted for approval with dedicated contingencies of less than 2.5% of the total General Operating Budget and Operating Tuition Fund.
3. Fail to settle payroll and debts in a timely manner.
4. Allow tax payments or other government-ordered payments or filings to be overdue or inaccurately filed.
5. Acquire, encumber, or dispose of real property.

EL – 9 Communication And Support To The Board

The President must keep the Board informed regarding monitoring data, relevant trends, media coverage, and Board compliance with its own policies, while acting as counsel to the Board.

The President may not:

1. Neglect to submit monitoring data required by the Board in a timely, accurate and understandable fashion, directly addressing provisions of the Board Policies being monitored.
2. Let the Board be unaware of relevant trends, anticipated adverse media coverage, material external and internal changes, particularly changes in the assumptions upon which any Board Policy has previously been established.
3. Fail to advise the Board if, in the President's opinion, the Board is not in compliance with its own policies on Governance Process and Board-Staff Linkage, particularly in the case of Board behavior, which is detrimental to the work relationship between the Board and the President.
4. Fail to provide a mechanism for official Board communications.
5. Fail to report in a timely manner an actual or anticipated noncompliance with any policy of the Board.

EL – 10 Emergency Executive Succession

In order to protect the Board from the sudden loss of chief executive services, the President may not have fewer than two other executives familiar with Board and President issues and processes.

1000.3 GOVERNANCE PROCESS

GP – 1 Governance Commitment

The purpose of governance is that the Board, on behalf of the constituents of community college district # 18, ensures accountability of Big Bend Community College by assuring that it (a) achieves appropriate results for the appropriate recipients at an appropriate cost and (b) avoids unacceptable activities, conditions and decisions.

GP – 2 Governing Style

The board will govern with an emphasis on outward vision rather than an internal preoccupation, encouragement of diversity in viewpoints, strategic leadership more than administrative detail, clear distinction of board and chief executive roles, collective rather than individual decisions, future rather than past or present, and proactivity rather than reactivity.

The board will:

1. Deliberate in many voices, but govern in one.
2. Be responsible for excellence in governing and an initiator of policy.
3. Direct, control and inspire the organization through the careful establishment of broad written policies reflecting the board's values and perspectives. The board's major policy focus will be on the intended long-term impacts outside the operating organization, not on the administrative or programmatic means of attaining those effects.
4. Enforce upon itself whatever discipline is needed to govern with excellence. Discipline will apply to matters such as attendance, preparation for meetings, policy making principles, respect for roles, and ensuring the continuity of governance capability.
5. Monitor and discuss the board's process and performance periodically. Self-monitoring will include comparison of board activity and discipline to policies in the Governance Process and Board-Staff Linkage categories.
6. Continual board development will include, but not be limited to, orientation of new members in the board's governance process and periodic board discussion of process improvement.

7. Seek input from staff, students, alumni, employers and other community members on Board Policies.

GP – 3 Board Job Descriptions

The job of the board is to represent the constituents of community college district #18 in determining and demanding appropriate organizational performance. To distinguish the board's own unique job from the jobs of its staff, the board will concentrate its efforts on the following job "products" or outputs:

1. The link between the organization and the constituents of community college district #18
2. Written governing policies which, at the broadest levels, address:
 - A. *Ends*: Organizational products, impacts, benefits, outcomes, recipients, and their relative worth (what good, for which needs, at what cost).
 - B. *Executive Limitations*: Constraints on executive authority which establish the prudence and ethics boundaries within which all executive activity and decisions must take place.
 - C. *Governance Process*: Specification of how the board conceives, carries out and monitors its own task.
 - D. *Board-Staff Linkage*: How power is delegated and its proper use monitored, the President's role, authority and accountability.
3. The assurance of the President's performance (against polices in 2A and 2B).
4. A link between the Board and the College Foundation Board for maintaining communication and providing coordination between the two boards.

GP – 4 Chair's Role

The Chair assures the integrity of the board's process and, secondarily, occasionally represents the board to outside parties. The Chair is the only board member authorized to speak for the board (beyond simply reporting board decisions), other than in rare and specifically authorized instances.

1. The job result of the Chair is that the board behaves consistent with its own rules and those legitimately imposed upon it from outside the organization.
 - A. Meeting content will focus on those issues which, according to board policy, clearly belong to the board to decide or examine, not the President.

- B. Deliberation will be fair, open, and thorough, but also efficient, timely, orderly, and kept to the point.
2. The authority of the Chair consists of making decisions that fall within the topics covered by board policies on Governance Process and Board-Staff Linkage, except where the board specifically delegates portions of this authority to others.
- A. The Chair is empowered to chair board meetings with all the commonly accepted power of that position (e.g., ruling, recognizing, agenda-setting).
 - B. The Chair has no authority to make decisions about policies created by the board within Ends and Executive Limitations policy areas. Therefore, the Chair has no authority to supervise or direct the President.
 - C. The Chair may represent the board to outside parties in announcing board-stated positions and in stating Chair decisions and interpretations within the area delegated to him or her.
 - D. The Chair may delegate this authority, but remains accountable for its use.
3. In the absence of the Chair, the Vice Chair will assume the responsibilities of the Chair. In the absence of the Chair and Vice Chair, the members of the Board shall select a member to assume the responsibilities of the Chair during the continuance of the absences.

GP – 5 Board Members Code Of Ethics

The board commits itself and its members to ethical, businesslike, and lawful conduct. This includes proper use of authority and appropriate decorum when acting as board members.

- 1. Members must represent unconflicted loyalty to the interests of the community. This accountability supercedes any conflicting loyalty such as that to advocacy or interest groups and membership on other boards or staff. It also supercedes the personal interest of any board member acting as a consumer of the organization’s services.
- 2. Members must avoid conflict of interest with respect to their fiduciary responsibility.
 - A. There must be no self-dealing or any conduct of private business or personal services between any board member and the organization except as procedurally controlled to assure openness, competitive opportunity and equal access to “inside” information.

- B. When the board is to decide upon an issue, about which a member has an unavoidable conflict of interest, that member shall absent herself or himself without comment from not only the vote, but also from the deliberation.
 - C. Board members must not use their positions to obtain employment in the organization for themselves, family members or close associates. Should a member desire employment, he or she must first resign.
 - D. Members will annually disclose their involvements with other organizations, with vendors, or any other associations which might produce a conflict.
3. Board members may not attempt to exercise individual authority over the organization except as explicitly set forth in board policies.
- A. Members' interaction with the President or with staff must recognize the lack of authority vested in individuals except when explicitly board-authorized.
 - B. Members' interaction with public, press or other entities must recognize the same limitation and the inability of any board member to speak for the board.
 - C. Members will give no consequence or voice to individual judgments of President or staff performance.
4. Members will respect the confidentiality appropriate to issues of a sensitive nature.

GP – 6 Cost Of Governance

Because poor governance costs more than learning to govern well, the board will invest in its governance capacity. Accordingly,

1. Board skills, methods, and supports will be sufficient to assure governing with excellence.
 - A. Training and retraining will be used liberally to orient new members and candidates for membership, as well as to maintain and increase existing member skills and understandings.
 - B. Outside monitoring assistance will be arranged so that the board can exercise confident control over organizational performance. This includes, but is not limited to, fiscal audit.
 - C. Outreach mechanisms will be used as needed to ensure the board's ability to listen to the viewpoints and values of the constituents of community college district #18.

2. Costs will be prudently incurred, though not at the expense of endangering the development and maintenance of superior capability.

GP – 7 Naming Of Facilities

The Board retains its right to name and rename college buildings and facilities as an appropriate honor to individuals and organizations for friendship, service and support of the college.

1. The Board will also approve the naming of buildings and facilities according to the wishes of a donor who has met the schedule of financial support for the various capital projects of the college. The schedule of naming opportunities will be set in Administrative Process AP1020.
2. The Board may also approve the naming of buildings and facilities in order to honor those who have rendered extraordinary service to the college or who, by their personal or professional achievements have significantly enhanced the reputation of the college. Honorees for extraordinary service may not be current employees, and may include those who have given extraordinary service to the college in a service or volunteer capacity such that their contributions are widely recognized by the community and their peers.

GP – 8 By Laws Of Community College District #18

INTRODUCTION

The Big Bend Community College Board of Trustees, under law, is charged with the responsibility of Community College District No. 18. The authority is vested in the board, not in its individual board members. To assist the board in carrying out its responsibilities, it shall employ a president of Big Bend Community College and delegate to him/her the responsibility for administering the district under policies approved by the board. (RCW 28B.50.100) [see Board Resolution 2003.1 and BP1004]

Policies of the Board of Trustees are found in the records of board action and in the Board Policy Manual of which this document is a part. The bylaws which follow contain all of the rules adopted by the board which are in force and which relate to the organization and powers of the board and its method of conducting business.

OFFICES OF THE BOARD OF TRUSTEES

The Board of Trustees shall maintain an office at Big Bend Community College, Moses Lake, Washington, where all regular meetings shall be held, unless otherwise announced, and all records, minutes, and the official college seal shall be kept. This office shall be open during all normal business hours to any resident taxpayer of the State of Washington.

Correspondence or other business for the board shall be sent to the Secretary of the Board, who is located in this office at 7662 Chanute Street, Moses Lake, Washington 98837.

MEETINGS OF THE BOARD OF TRUSTEES

The Board of Trustees shall hold at least one meeting each quarter and such other regular or special meetings as may be requested by the Chair of the board or by a majority of the members of the board. Regular meeting dates and times are set by an annual schedule approved by the board and published by the Office of the President. All regular meetings of the board will be held within Community College District boundaries at locations published prior to the meeting.

- A. Information for Board Members. Information and materials pertinent to the agenda of all regular meeting of the board shall be sent to trustees prior to each meeting. Any matters of business or correspondence must be received by the Secretary of the Board by 12:00 noon the Monday of the week preceding the meeting in order to be included on the agenda. The chair or secretary may, however, present a matter of urgent business received too late for inclusion on the agenda if in his/her judgment the matter is of an urgent nature.
- B. Executive Sessions. The Board of Trustees may convene in executive session during a regular or special meeting for the purposes set forth in RCW 42.30.110, as amended. The Board of Trustees also may exclude from any such public meeting or executive session, during the examination of a witness on any such matter, any or all other witnesses in the matter being investigated by the Board of Trustees.
- C. Records of Board Action. All business transacted in official board meetings shall be recorded in minutes and filed for reference.
- D. Parliamentary Procedure. Three members of the Board of Trustees shall constitute a quorum and no action shall be taken by less than a majority of the board members.

Normally, voting shall be viva voce. However, a roll call vote may be requested by any member of the board for purposes of the record.

In questions of parliamentary procedure, the actions of the board shall be conducted according to the rules contained in the current edition of Robert's Rules of Order Newly Revised, unless specified otherwise by state law or regulation of the State Board for Community and Technical Colleges.

- E. The chair shall announce at the beginning of each meeting that interested citizens or groups may make five-minute oral or written presentations to the board regarding any item on or off the agenda. If a written presentation is to be made, a notice of such written presentation must be submitted to the Secretary of the Board of Trustees at least 24 hours prior to the scheduled meeting.

If oral comment from other members of the public is accepted at a regular meeting, and upon the request of any individual who will have difficulty attending a meeting by reason of disability, limited mobility, or for any other reason that makes physical attendance at the meeting difficult, the Board of Trustees, when feasible, shall provide an opportunity for that individual to provide oral comment at the meeting remotely.

Nothing in this section of the policy requires the Board of Trustees to accept comment which renders the orderly conduct of the meeting unfeasible. In such a scenario, the Board of Trustees may take steps to return the meeting to orderly conduct in accordance with state law.

OFFICERS OF THE BOARD

At a regular meeting of the board each year the board shall elect, from its membership, a chair and vice-chair to serve for the ensuing twelve months commencing on October 1st. In addition, the President of Big Bend Community College shall serve as secretary to the Board of Trustees as specified by state law. The secretary may, at his/her discretion, appoint the president's secretary or other appropriate college staff member to act as recording secretary for all regular and special meetings of the Board of Trustees.

The chair, in addition to any duties imposed by rules and regulations of the State Board for Community and Technical Colleges, shall preside at each regular or special meeting of the board, sign all legal and official documents recording actions of the board, and review the agenda prepared for each meeting of the board. The chairman shall, while presiding at official meetings, have full right of discussion and vote.

The vice-chair, in addition to any duties imposed by rules and regulations of the State Board for Community and Technical Colleges, shall act as chair of the board in the absence of the chair.

The secretary of the board shall be the President of Big Bend Community College and in addition to any duties imposed by rules and regulations of the State Board for Community and Technical Colleges, he/she shall keep the official

seal of the board, maintain all records of meetings and other official actions of the board.

The secretary shall also be responsible for board correspondence, compiling the agenda of meetings, and distributing the minutes of the meetings and related reports.

The secretary, or his/her designate, must attend all regular and special meetings of the board, and official minutes must be kept of all such meetings.

RESTRICTIONS OF INDIVIDUAL AUTHORITY

Legal authority is vested in the Board of Trustees and may be exercised only by formal action of the board, taken in regular and special meetings. No individual member of the board may act on behalf of the board unless specifically instructed by action of the board. Every member of the board shall be under obligation to support the decision or policy of the majority and shall not publicly oppose such a decision or policy after it has been adopted by the majority.

FISCAL YEAR OF THE BOARD OF TRUSTEES

The fiscal year of the board shall conform to the fiscal year of the State of Washington and shall be from July 1 to June 30 inclusive.

SEAL AND NAME OF THE COLLEGE DISTRICT

The Board of Trustees shall maintain an official seal for the use upon any or all official documents of the board. The seal shall have inscribed upon it the name of the college which shall be:

BIG BEND COMMUNITY COLLEGE
DISTRICT NO. 18
STATE OF WASHINGTON

CHANGES TO BYLAWS OF THE BOARD OF TRUSTEES

Bylaws of the board may be revised by majority vote of the board provided such changes are proposed at least one meeting prior to the meeting at which the vote is taken. Bylaws may be revised by unanimous vote of the board at the same meeting at which the revision is originally proposed.

DELEGATION OF RESPONSIBILITY

It shall be the responsibility of the Big Bend Community College Board of Trustees to establish policy and to evaluate the success of the college operation. The Board of Trustees shall employ a President for Big Bend Community College and hold such president responsible for the interpretation of board policy into administrative action and for the administration of the college in general.

Specific policies and their administrative interpretation shall be described in detail in the several sections of the Board Policy Manual. [see Board Resolution 2003-1 and BP1004]

1000.4 BOARD-STAFF LINKAGE

BSL - 1 Chief Executive Role

The President, as chief executive officer, is accountable to the board acting as a body. The board will instruct the President through written policies, delegating to him or her interpretation and implementation of those policies, as per Board Resolution 2003-1 and BP1004.

BSL - 2 Delegation To The President

All board authority delegated to the operating organization is delegated through the President, so that all authority and accountability of the operating delegation – as far as the board is concerned – is considered to be the authority and accountability of the President.

1. The board will direct the President to achieve specified results, for specific recipients, at a specified worth through the establishment of *Ends* polices. The board will limit the latitude the President may exercise in practices, methods, conduct and other “means” to the ends through establishment of *Executive Limitations* policies.
2. As long as the President uses any *reasonable interpretation* of the board’s *Ends* and *Executive Limitations* policies, the President is authorized to establish all further policies, make all decisions, take all actions, establish all practices and develop all activities.
3. The board may change its *Ends* and *Executive Limitations* policies, thereby shifting the boundary between board and President domains. By so doing, the board changes the latitude of choice given to the President. But so long as any particular delegation is in place, the board and its members will respect and support the President’s choices.
4. Only decisions of the board acting as a body are binding upon the President.
 - A. Decisions or instructions of individual board members are not binding on the President except in rare instances when the board has specifically given prior authorization for such exercise of authority.
 - B. In the case of board members requesting information or assistance without board authorization, the President can refuse such requests that require – in his/her judgment – a material amount of staff time or funds or is disruptive.

BSL – 3 President’s Job Description

As the board’s single official link to the operating organization, the President’s performance will be considered to be synonymous with organizational performance as a total.

Consequently, the President’s job contributions can be stated as performance in only two areas:

1. Organizational accomplishment of the provisions of board policies on *Ends*.
2. Organization operation within the boundaries of prudence and ethics established in board policies on *Executive Limitations*.

BSL – 4 Monitoring Presidential Performance

Monitoring executive performance is synonymous with monitoring organizational performance against board policies on *Ends* and *Executive Limitations*.

1. The purpose of monitoring is simply to determine the degree to which board policies are being fulfilled. Information which does not do this will not be considered to be monitoring. Monitoring will be as automatic as possible, using a minimum of board time so that meetings can be used to create the future rather than to review the past.
2. A given policy may be monitored in one or more of three ways:
 - A. Internal report: Disclosure of compliance information to the board from the President, or his/her designee.
 - B. External report: Discovery of compliance information by a disinterested, external auditor, inspector or judge who is selected by and reports directly to the board. Such reports must assess executive performance only against policies of the board, not those of the external party unless the board has previously indicated that party’s opinion to be the standard.
 - C. Direct board inspection: Discovery of compliance information by a board member or the board as a whole. This is a board inspection of documents, activities or circumstances directed by the board which allows a “prudent person” test of policy compliance.
3. Upon the choice of the board any policy can be monitored by any method at any time. *Ends* and *Executive Limitations* shall be monitored annually in the Mission Fulfillment Report and Budget Presentations.
4. The board will conduct a formal evaluation of the President annually. This evaluation will focus on the monitoring data on *Ends* and *Executive Limitations* policies provided during the intervening year. However, the

board's evaluation may also include pre-determined criteria based on the board's expectations of the President's performance so long as such criteria have been specified one year in advance of the evaluation.

The results of the evaluation will be reported in open meeting with any necessary action to occur at that open meeting.

E-1 Student Success

Big Bend Community College provides the entire district with access to learning opportunities, assists students in completion of their educational and workforce development goals, develops skills for continued learning, and maintains high academic standards.

	Exceeds Expectations	Meets Expectations	Needs Improvement
Promotes student learning and student-centered operations as fundamental to the college mission.			
Provides leadership in formally and informally assessing the community to determine educational needs.			
Achievements			
Areas of Improvement			
Other Comments			

E-2 Community Engagement

Big Bend Community College supports economic development by nurturing community and industry partnerships to enhance access and service to our district.

	Exceeds Expectations	Meets Expectations	Needs Improvement
Keeps the Board informed regarding monitoring data, relevant trends, media coverage, and Board compliance with its own policies, while acting as counsel to the Board [EL-9].			
Maintains an effective relationship with the media in order to make the public aware of the college, its programs, and activities.			
Maintains an effective relationship with local public school systems and other higher education institutions to promote coordination and cooperation.			
Maintains an effective relationship with local businesses, economic development councils, and chambers of commerce to promote effective program development and growth within the college.			
Maintains an active advocacy role in promoting the needs of the college and its mission.			
Is active in community activities and organizations to gain visibility for the college and become aware of and sensitive to community needs.			
Achievements			
Areas of Improvement			
Other Comments			

E-3 Stewardship

Big Bend Community College acts as a responsible steward of resources by promoting accountability, sustainability, ethics, and prudent resource management to provide quality and affordable resources to our district.

	Exceeds Expectations	Meets Expectations	Needs Improvement
Maintains high standards of ethics, honesty, and integrity in all personal and professional matters and acts in accordance with the Governance Process Policies [EL-1] [EL-5].			
Avoids exposing the college to unnecessary risk or inadequately maintained assets [EL-6].			
Provides leadership for the development of a sound budget that is based on informed projections of revenues and expenditures [EL-7] [EL-8].			
Provides leadership for and support appropriate strategies for attracting funds to the college.			
Encourages and promotes comprehensive and long-range planning processes and the implementation of plans.			
Achievements			
Areas of Improvement			
Other Comments			

E-4 Diversity, Equity, Inclusion

Big Bend Community College fosters inclusiveness for students, employees, and visitors by maintaining a safe learning environment promoting cultural inclusiveness and respect by embracing diversity, access, opportunity, and equity.

	Exceeds Expectations	Meets Expectations	Needs Improvement
Encourages respect for all constituencies and gives fair consideration to the issues impacting each group. [EL-2] [EL-3] [EL-4].			
Provides leadership for developing and executing sound personnel procedures and practices [EL-4].			
Supports and promotes diversity in hiring and promotion of staff, services to students, and all college activities.			
Achievements			
Areas of Improvement			
Other Comments			

BOT Evaluation of Ends - 2025

The Board of Trustees of Big Bend Community College have identified the following metrics for consideration during the annual evaluation of the President. The Board recognizes that these metrics are not a complete evaluation tool by themselves and must be considered in context with local, state, and nation-wide trends and events. The review of the following metrics shall be considered as part of the overall annual evaluation of the President, End Statements, and Executive Limitations in accordance with BP 1000.

E-1 Student Success

Big Bend Community College provides the entire district with access to learning opportunities, assists students in completion of their educational and workforce development goals, develops skills for continued learning, and maintains high academic standards.

Promotes student learning and student-centered operations as fundamental to the college mission.

Provides leadership in formally and informally assessing the community to determine educational needs.

Mission Fulfillment Scorecard (Most Current)

STUDENT SUCCESS		BBCC Baseline					BBCC Indicator Score	Trend	Target
Completion			4 Years Prior	3 Years Prior	2 Years Prior	1 Year Prior	Most Recent Cohort		
3 year completion rate		45%	47%	45%	45%	49%	48%		46%
Persistence			4 Years Prior	3 Years Prior	2 Years Prior	1 Year Prior	Most Recent Cohort		
Course Success Rate		80%	80%	77%	78%	79%	79%		80%
15 college credits 1st year		76%	77%	77%	74%	78%	80%		77%
45 college credit 1st year		25%	26%	28%	29%	29%	32%		26%
Retention			4 Years Prior	3 Years Prior	2 Years Prior	1 Year Prior	Most Recent Cohort		
Fall to Winter Retention		84%	87%	85%	83%	85%	86%		86%
Fall to Fall Retention		62%	64%	65%	63%	65%	66%		64%
Post-Graduate Success			4 Years Prior	3 Years Prior	2 Years Prior	1 Year Prior	Most Recent Cohort		
Transfer rate in 4th year - Transfer Students only		42%	41%	43%	44%	38%	54%		43%
Employment rate in 4th year - WF Students only		79%	80%	73%	79%	74%	76%		81%

Meets or Exceeds Goal - Achieving desired improvements
Meets historical performance - less than 2.5% below baseline
Needs significant improvements below baseline

Baseline is the 3-year average prior to the last full-scale accreditation evaluation and report in 2020.

E-2 Community Engagement

Big Bend Community College supports economic development by nurturing community and industry partnerships to enhance access and service to our district.

Keeps the Board informed regarding monitoring data, relevant trends, media coverage, and Board compliance with its own policies, while acting as counsel to the Board [EL-9].

Maintains an effective relationship with the media in order to make the public aware of the college, its programs, and activities.

Maintains an effective relationship with local public school systems and other higher education institutions to promote coordination and cooperation.

Maintains an effective relationship with local businesses, economic development councils, and chambers of commerce to promote effective program development and growth within the college.

Maintains an active advocacy role in promoting the needs of the college and its mission.

Is active in community activities and organizations to gain visibility for the college and become aware of and sensitive to community needs.

BBCC Off Campus Classes and Enrollments

Basic Education for Adults	Prior Year		Current Year	
	Sections	Duplicated Enrollment	Sections	Duplicated Enrollment
Mattawa	25	407	14	290
Othello	39	740	20	361
Quincy	25	450	11	177
Royal City	10	112	14	213
Warden	13	192	17	221
Total	112	1901	76	1262

College in the High School	Prior Year		Current Year	
	Sections	Duplicated Enrollment	Sections	Duplicated Enrollment
Ephrata	15	242	16	264
Mattawa	2	19	2	57
Moses Lake	6	118	5	69
Othello	5	54	6	125
Quincy	-	-	3	46
Warden	2	52	-	-
Total	30	485	32	561

College Classes in the Community*	Prior Year		Current Year	
	Sections	Duplicated Enrollment	Sections	Duplicated Enrollment
Mattawa	5	41	3	48
Othello	3	14	3	42
Quincy	-	-	3	62
Total	8	55	6	90

CTE Enrollment	Prior Year		Current Year	
	Classes	Duplicated Enrollment	Classes	Duplicated Enrollment
Total	123	2206	88	1924

CBIS Enrollment	Prior Year		Current Year	
	Classes	Duplicated Enrollment	Classes	Duplicated Enrollment
Total	32	374	36	721

E-3 Stewardship

Big Bend Community College acts as a responsible steward of resources by promoting accountability, sustainability, ethics, and prudent resource management to provide quality and affordable resources to our district.

Maintains high standards of ethics, honesty, and integrity in all personal and professional matters and acts in accordance with the Governance Process Policies [EL-1] [EL-5].

Avoids exposing the college to unnecessary risk or inadequately maintained assets [EL-6].

Provides leadership for the development of a sound budget that is based on informed projections of revenues and expenditures [EL-7] [EL-8].

Provides leadership for and support appropriate strategies for attracting funds to the college.

Encourages and promotes comprehensive and long-range planning processes and the implementation of plans.

FORWARD LOOKING INFRASTRUCTURE	BBCC Baseline	4 Years Prior	3 Years Prior	2 Years Prior	1 Year Prior	Current Year	Trend	Target
Financial Status-Unqualified opinion - 0 Findings	100%	100%	100%	100%	100%	-		100%
Budget Status-Year End Remaining Budget	7.42%	8.93%	12.24%	14.24%	12.40%	11.90%		3%-10%
Facilities-Capital Projects Completed on Time	100%	100%	100%	100%	100%	100%		100%

ENROLLMENT GROWTH & DIVERSIFICATION	BBCC Baseline	4 Years Prior	3 Years Prior	2 Years Prior	1 Year Prior	Current Year	Trend	Target
Total FTE	1995	2027	1816	1556	1649	1974		2045
State Funded FTE	1511	1448	1215	1102	1247	1423		1549
Running Start Headcount	446	453	512	465	478	494		457

Meets or Exceeds Goal - Achieving desired improvements
Meets historical performance - less than 2.5% below baseline
Needs significant improvements below baseline
Mission Fulfillment Report 2025

E-4 Diversity, Equity, Inclusion

Big Bend Community College fosters inclusiveness for students, employees, and visitors by maintaining a safe learning environment promoting cultural inclusiveness and respect by embracing diversity, access, opportunity, and equity.

Encourages respect for all constituencies and gives fair consideration to the issues impacting each group. [EL-2] [EL-3] [EL-4].

Provides leadership for developing and executing sound personnel procedures and practices [EL-4].

Supports and promotes diversity in hiring and promotion of staff, services to students, and all college activities.

Calendar Year							
Job Category	Hispanic		Minority Subtotal		Total		Grand Total
	Female	Male	Female	Male	Female	Male	
Executive/Admin/Managerial	7	3	9	3	25	13	38
Percent of Grand Total	18%	8%	24%	8%	66%	34%	
Faculty	5	3	6	3	24	30	54
Percent of Grand Total	9%	6%	11%	6%	44%	56%	
All other categories	35	9	41	11	81	48	129
Percent of Grand Total	27%	7%	32%	9%	63%	37%	
Totals	47	15	56	17	130	91	221
Percent of Grand Total	21%	7%	25%	8%	59%	41%	

*From Affirmative Action Report July 2025

BBCC New Employees**							
Faculty	1	-	1	-	5	4	9
All other employees	10	3	10	4	26	21	47
Totals	11	3	11	4	31	25	56
Percent of Total	20%	5%	20%	7%	55%	45%	

**IPEDS Spring HR Report "Year"

E-4 Diversity, Equity, Inclusion

Students by Race/Ethnicity

Students in Academic/Transfer, BEdA, or Workforce	Hispanic			Minority Subtotal			Total			Grand Total
	Female	Male	Not Exclusively Female or Male	Female	Male	Not Exclusively Female or Male	Female	Male	Not Exclusively Female or Male	
Totals	1438	846	10	1544	960	10	2142	1467	12	3621
Percent of Total	40%	23%	0.3%	43%	27%	0.3%	59%	41%	0.3%	

For students who provided both gender and race/ethnicity

Big Bend
COMMUNITY COLLEGE

Mission Fulfillment Report



June 2025

Contents

Mission Fulfillment Report.....	3
Mission Fulfillment Scorecard.....	4
Mission Fulfillment Scorecard Background	6
Strategic Priorities.....	9
Strategic Priority: Student Success; Accomplishments, Next Steps, Lessons Learned	9
Strategic Priority: Employer of Choice; Accomplishments, Next Steps, Lessons Learned.....	18
Strategic Priority: Forward Looking Infrastructure; Accomplishments, Next Steps, Lessons Learned...	21
Strategic Priority: Enrollment Growth & Diversification; Accomplishments, Next Steps, Lessons Learned	25
2025-26 Next Steps	29
Appendix A - Student Success Disaggregations	31
Appendix B - State, Regional and National Comparison Data	40
Appendix C - Major Activities, Tasks for Fulfilling Activities, Persons Responsible	46
Acronyms	58

Mission Fulfillment Report

Big Bend Community College began the new accreditation cycle in 2021. The strategic plan guides the work of the college over the next five years.

Vision:

Be our community's first choice to dream, learn, and succeed.

Mission:

*Serve as a Bridge
Stand as a Leader
Support for Success*

Guiding Principles:

*Honor our Role as a Hispanic-Serving Institution
Advocate for Equity, Inclusion, & Diversity
Embrace our Workplace Norms
Innovate Proactively
Model Integrity
Educate All*

To implement and assess the college's vision, mission, and guiding principles, BBCC has adopted four strategic priorities.

1. **Improving Student Success:** BBCC seeks to make improvements in student retention, persistence through college curriculum, and completion of college credentials while reducing performance gaps between student groups. In addition, the college seeks to support students who leave BBCC to either continue their higher education journey or secure meaningful employment.
2. **Employer of Choice:** BBCC seeks to be the "employer of choice" by creating a safe and dynamic culture where all employees are supported, engaged, and valued from recruitment to retirement as they serve students, the campus community, and our service district. The decision to apply, accept a job offer, or remain at BBCC is a conscious one influenced by the mission, culture, and work environment of the college.
3. **Forward Looking Infrastructure:** BBCC seeks to provide access to physical and organizational infrastructure that supports proactive and innovative student and employee success.
4. **Enrollment Growth and Diversification:** BBCC seeks to strategically expand student enrollment with an emphasis on addressing educational needs of students throughout the college's large service district while ensuring the fiscal stability of the institution.

Each priority is supported with Major Activities that are implemented through specific tasks that are assigned to different individuals, departments, and committees throughout the college. (See Appendix A).

The college tracks its progress in meeting its strategic priorities (and thereby fulfilling its mission) through a scorecard that is updated yearly.

Mission Fulfillment Scorecard

Mission Fulfillment Scorecard

STUDENT SUCCESS	HSI Comparison Colleges	BBCC Baseline	Trend	BBCC Indicator Score 2023-24	Target
Completion	2021-24			2021-2024	
3 year completion rate	38%	45%		48%	46%
Persistence					
Course Success Rate		80%		79%	80%
15 college credits 1st year	79%	76%		80%	77%
45 college credit 1st year	32%	25%		32%	26%
Percent of Assigned Program Audits Completed				89%	100%
Retention	Fall 2023 start			Fall 2023 start	
Fall to Winter Retention	88%	84%		86%	86%
Fall to Fall Retention	66%	62%		66%	64%
Post-College Success	2020 Start			2020 Start	
Transfer rate in 4th year - Transfer Students only	50%	42%		54%	43%
Employment rate in 4th year - WF Students only	74%	79%		76%	81%
EMPLOYER OF CHOICE		BBCC Baseline	Trend	BBCC Indicator Score 2024	Target
Turnover Rate				2024	
FT Employee Turnover Rate		10.74%		18.76%	<12%
People Development		Baseline PACE Survey 2021	Trend	BBCC Indicator Score 2024	Target
Supervisor provides timely feedback on work		3.53		3.49	3.79
Supervisor provides appropriate feedback on work		3.67		3.67	3.82
Supervisor clarifies work outcomes		3.57		3.57	3.78
The college holds everyone equally accountable for performing their job duties		2.91		2.73	3.12
Employee Experience				2024	
Employees recommend BBCC as a great place to work		3.78		4.27	3.87
FORWARD LOOKING INFRASTRUCTURE		BBCC Baseline	Trend	BBCC Indicator Score 2023-24	Target
Financial Status - Unqualified opinion - 0 Findings		100%	100%		100%
Budget Status - Year End Remaining Budget		7.42%		11.9%	3%-10%
Facilities - Capital Projects Completed on Time				100%	100%
Employees recommend BBCC as a great place to work		BBCC Baseline	Trend	BBCC Indicator Score 2023-24	Target
Total FTE		1995		1974	2045
State Funded FTE		1511		1423	1549
Running Start Headcount		446		478	457
Meets or Exceeds Goal - Achieving desired improvements					
Meets historical performance - less than 2.5% below baseline					
Needs significant improvements below baseline					

Mission Fulfillment Scorecard Background

Student Success

Persistence students' progress to degree, successfully passing classes and earning credits to degree. Course Success is defined as a 2.0 GP higher or a "P" (pass) in a class. All students are included in this measure.

15 and 45 credits in first year is based on a cohort model of first time, first year college students who started in the summer or fall and includes Dual Enrolled Students (Running Start and College in the High School).

Percent of Assigned Program Audits completed. Program Audits provide Instructional Programs with and in-depth review of their program with a three-year review of assessment student learning. The goal of this is to have 100% programs completing their Program Audit in the assigned time.

Retention first time, first year college students who started in the fall, and includes Dual Enrolled Students (Running Start and College in the High School) and are retained to the following term or year at BBCC.

Completion first time, first year college and Running Start students who started in the summer or fall, and earned a BBCC formal credential within three years.

Post-College Success

Transfer in fourth year, first time, first year college transfer intent and Running Start students who started in the summer or fall, and transfer within four years of starting.

Employment rate in fourth year, first time, first year college *workforce intent only* students who started in the summer or fall, and are employed within four years of starting.

HSI Comparison Colleges

Beginning with this Mission Fulfillment Report, Northwest Commission on Colleges and Universities requires colleges to disaggregate their student achievement data and compare it to peer institutions. BBCC is using Walla Walla Community College, Wenatchee Valley College, and Yakima Valley College as state peer institutions based on their status as Hispanic Serving Institution (HSI) and their rural settings.

The State Board for Community and Technical Colleges provides the data for First-Time Entering Student Outcomes dashboard. Included in our cohorts are First-Time Ever in College and Running Start First Time in College Students.

Baseline

The baseline is the three-year average prior to the 2020 accreditation cycle. For three-year completion rates, it is the three years prior to the accreditation cycle. This is for the average completion rate for students who started in 2015 and completed by spring 2018, students who started in 2016 and completed by spring 2019, and students who started in 2017 and completed by spring 2020.

Target Scores

When possible, target scores were chosen based on the baseline score with a 2.5% increase. There are some cases such as course success rates where maintaining the baseline score is the desired target.

Employer of Choice

Turnover Rate measures the rate at which our full-time employees are leaving BBCC in a given time period. The formula is the number of separations during the time period / the average actual number of employees during the time period X 100.

People Development a culture shift from boss to coach; focused on investing in, advocating for, and committed to personal professional development for all employees.

Employee Experience an awareness of what people encounter and observe over the course of their employment with BBCC.

Survey responses from the 2021 PACE Climate Survey were used to develop major activities and metrics for the Employer of Choice institutional priority. Where possible, the comparison group is the average score of Small 2-year Comparison Colleges. This comparison group is comprised of colleges with fall enrollment data of 500-1999 FTEs at associate's degree granting institutions.

Baseline

The Turnover Rate is based on the average of the three years prior to the accreditation cycle which is 2018, 2019, 2020.

People Development uses specific question responses from the 2021 PACE Climate Survey results as the baseline.

Employee Experience uses responses to a custom question from the 2021 PACE Climate Survey results as the baseline.

Target Scores

Employer Turnover Rate is based on the average of the 2016-2021 turnover rates.

People Development is the mean value of the National Small Colleges Comparison group on the Pace Survey.

Employee Experience is the baseline score with a 2.5% increase.

Forward Looking Infrastructure

Financial Status annual audited financial statements and management discussion and analysis with results of an 'Unqualified opinion' from the auditors performing the audit.

Budget Status annual operating budget ending with 3% to less than 10% budget remaining unspent at the end of the period.

Facilities – Capital Projects Completed on time biennial capital projects completed within the capital budget period.

Baseline

Financial Status: Unqualified opinion since we started preparing Financial Statements for audit FY14 through FY20

Budget Status: 3% to less than 10% budget remaining FY13 through FY20

Facilities: Capital Projects completed on time FY15-17 through FY19-21

Target Scores

Financial Status: Green (target) is an audit with an unqualified opinion with no audit findings; Yellow (approaching target) is a management letter, Red (needs improvement) is an audit finding.

Budget Status: Green (target) budget remaining is 3% - 10%; Yellow (approaching target) 0%-2.99% of budget remaining or 10% or higher; Red = <0% budget remaining

Facilities: Capital Projects Completed on time Green (target) projects completed within the capital budget biennium period; Yellow (approaching target) projects not expected to complete within the budgeted period-putting state funding at risk; Red (needs improvement) projects failed to complete within budgeted period and local funds required to complete.

Enrollment Growth & Diversification

Total FTE: all credits earned by students in an academic year (total credits divided by 45). Forty-five (45) credits equals one full time student equivalent.

State Funded FTE: all credits earned by students in an academic year minus Dual Enrollment/CBIS funded credits divided by 45. Forty-five (45) credits equals one full time student equivalent.

Running Start Headcount is the number of students enrolled in Running start in an academic year.

Baseline

The baseline is the three-year average prior to the 2020 accreditation cycle which includes academic years 2017-18, 2018-19, and 2019-20.

Target

The target scores were chosen based on the baseline score with a 2.5% increase.

Strategic Priorities

The following narrative describes the accomplishments, next steps, and lessons learned from the work completed last year to implement the strategic priorities. The narrative gives context to the Scorecard.

Strategic Priority: Student Success; Accomplishments, Next Steps, Lessons Learned

Major Activities from the Strategic Plan

Improve student retention & reduce retention equity gaps by refining and expanding college navigation services

- Accomplishments:
 - Admissions/Registration: Expanded use of Signal Vine, updated Getting Started steps so students create their ctcLink account, launched a Family/Friends Orientation in fall 2024, updated Academic Standing AP and a group working on updating associated process
 - Conducted student focus groups about the experiences of students going through the academic probation and/or suspension process
 - eLearning: Updated website, created new guides, created announcements with links to training materials
 - Library: Used Signalvine, 8x8, Canvas messenger to reach diff groups of students, added slide to New Student Orientation about library services, developed technology usage video tutorials, supported laptop labs in 3700 building, managed laptop replacements, held multiple student events: 2 Passion Projects, 2 Zines & Za, 2 poetry events, chocolate decadence day, food for finals
 - CEID Committee: supported the HSI workgroup, communicated on current events impacting vulnerable students, supported events like the unveiling of Coming Out Art, "Sameness in Diversity," the "Favorite Poem Project," and "Poetry in the Quad", supported a positive campus where students feel a sense of inclusion during difficult times
 - Accommodations & Accessibility Services: Sent out Letters of Accessibility within 5 days of start of quarter, tracked communication through AIM software
 - Creation and successful start of the course materials position
 - Athletics: 85% of athletes who exhausted eligibility, graduated
 - BEdA: State board recognized BBCC program for student file maintenance, data collection, improved Measurable Student Gains, and program delivery,
 - Financial Aid: Successfully navigated through changes and updates for state and federal financial aid processes → survived FAFSA simplification
 - Institutional Research & Planning: Created summaries & analysis of former student surveys, gave survey analysis to CEID & Data committee for further review, identified themes from 2021-2024 student focus groups
 - STEM Center: built student community in STEM Center by promotion of STEM classes, guest speakers & activities, food, a club board for campus clubs, updated wall décor; promoted STEM Center with Communications office; upgraded laptops, software, & docking stations; held tutor refreshers for emporium math; tutors connected with students through Canvas; embedded tutor support in biology, chemistry, math; trained tutors with real-life scenarios from former tutors

- Communications Office & HEART Grant: Implemented Tuesday Tips campaign for students
- TRIO UB: 60% of UB grads complete college degree within 6 years, 69.5% of 2018 grads attained a degree
- WES: expanded grant funding from 5-14 fund sources, expanded community partnerships to include 7 partners, established benefits navigator position to serve all students, received BEACON Award from NWCCU, increased staffing from 4 to 7 positions, presented at BEdA State forum on ORIA contract, WES Department recognized at SBCTC Student Supports Forum as a leader for community partnerships, expanded to 7 food stations across campus and 1 satellite pantry, launched WES New Student Orientation, expanded WES/TRIO SSS partnership by co-enrolling students & bridge services, WES web page updated
- Student Activities: Held a club showcase, added a club liaison role to ASB officers, hired 4 peer mentors & embedded them in CSS classes, held multiple ASB events
- HSI Workgroup: cohosted the “Honor Our Role as an HSI” event in partnership with ASB, at the Winter 2024 in-service presented on the topic of “Honoring Our Role as a Hispanic-Serving Institution” sharing strategies for positively connecting with our Latinx students
- Starfish: Filled Starfish Coordinator position, began making technical and usage improvements to Starfish, began using Starfish in BEdA
- Implemented Good Jobs Challenge grant that provides supports for students in Computer Science & manufacturing
- Implemented student equity training
- Conducted RFP process and selected a new food service vendor to operate out of the college cafeteria
- Conducted focus groups with Shared Governance Council Members to review themes from student focus groups, identify areas of improvement, and began implementing changes:
 - developed schedule building parameters and researching ways to improve the process of building the annual schedule,
 - began identification of best practices for communicating with students,
 - developing training materials for BBCC forms & processes and posted them on the college website
- Next Steps 2025-26:
 - Expand peer mentoring to support students on academic probation
 - Implement changes to the annual schedule building process for the 2025-26 annual schedule

Improve student retention & persistence while reducing equity gaps by strengthening advising services

- Accomplishments:
 - Updated messaging to students & advisors about advising weeks
 - Provided Starfish training at in-service
 - Refined Signal vine messaging

- Hosted first & second WAV event
- Added 3 academic advisor positions
- Updated online Viking Orientation
- Updated advising mission, vision, & outcomes
- Advising Director awarded Certified Appreciative Advisor Status
- Number of advisors using Starfish for scheduling increased 8.5%
- Added Financial Aid, Residence Halls, and Accommodations & Accessibility Services to New Student Enrollment sessions and added a family session
- Developed a BEdA advising model
- HEART grant: Developed and began the pilot of a 2nd Year advising & completion model
- WES: established a WES advisor position
- Began discussions around a mandatory CSS class and preparations to pilot it
- Launched Advising Committee to develop and begin implementing updates and improvements to advising process
- Began planning a mandatory CSS pilot
- Launched Transfer & Career Center
- Fully implemented curriculum management function in Clean Catalog
- Next Steps 2025-26:
 - Pilot mandatory CSS course for new students
 - Fully implement Transfer & Career Center
 - Define role of Pathway SMEs and implement
 - Establish advising professional development strategy
 - Adjust advising loads for faculty
 - Create exploratory pathway for undecided students
 - Identify potential alternate times for advising and group advising strategies
 - Assess advising practices and professional development and recommend improvements
 - Determine sustainability process for tools developed or supported by E3 Title V Grant

Improve course success rates in courses of all modalities (face-to-face, hybrid, online) & gatekeeper & HELS (High Enrolled, Low Success) courses to meet the needs of day, evening, online, remote, place bound, on-campus, off-campus students while reducing equity gaps for different student groups

- Accomplishments:
 - NWCCU Mid-cycle went smooth and outstanding recommendation was resolved. Dean of IR&P gave a presentation on how to prepare for a successful report & visit
 - Data Committee conducted analysis of student success measures
 - Persistent gap in course success between AW (82%) and HUG (76%) students
 - Running Start students have made steady progress in reduced equity gaps on key success measures except course success
 - First-Time in College students have similar completion rates between AW and HUG students, but males with transfer intents complete at a lower rate than their female counterparts and females with workforce intents complete at a lower rate than their male counterparts
 - Accommodation & Accessibility Services: Provided personalized support services, implemented GLEAN note taking technology

- Writing Center: Increased contact with instructors, especially by peer tutors increased ELA level gains from 186 to 497, HEP graduations increased from 11 to 31 and on track to graduate 40 by June 2025
- BEdA: Met federal WIOA outcomes for first time since before 2017, exceeded WIOA outcome of earnings 2 quarters post exit, increased diplomas awarded from 55 to 108, increased ELA level gains from 186 to 497, HEP graduations increased from 11 to 31 and on track to graduate 40 by June 2025
- eLearning: Coordinator adjusted schedule to work 2 evenings/week to meet needs of students and faculty in courses with different modalities, became familiar with backend software packages, implemented new course evaluations
- Library: Added notes to checkout system to identify BEdA and WES students to they would receive the right laptops, worked on getting BEdA accounts loaded into checkout system, shared library circulation system shared with STEM Center for calculator checkout, connected Primo with Okta so students can see online their check outs
- STEM Center and HSI Workgroup: Piloted bilingual Spanish tutoring service
- TRIO SSS: Academic Good Standing - 93% Classic, 95% STEM; Persistence - 56% Classic, 65% STEM
- Instructional designer provided Online & Hybrid Instruction training as well as accessibility training & support
- Instructional Designer supported faculty in different programs to build common courses in Canvas.
 - BEdA: Washington State Government and History, United States Constitution and Government, Contemporary World Events, Advanced ELA/English, Occupational Education, The Art of Poetry, General Science-Lab; General Science, ELA-HS Reading/Writing, ELA – DVS 33 Advanced, ELA – DVS 32 Intermediate, ELA-DVS 31 Beginning, GED Math (New)
 - Manufacturing: IST170 (new), MPT145 33817 Intro to Coordinate Metrology, MPT 135 (new), IST 100 (new), OSHA 30 (new)
 - Medical Assisting: HED 119, HED 121, HED 122, HED 123, HED 239
 - BAS-BH: PSYC&220 (New)
 - As a part of the OHI training, faculty reviewed the following courses for accessibility and quality design, using the WA Checklist: BIM 180- Introduction to Microsoft Office , MATH&141 , French Spring 2023, ENGL&102-Composition II , Math 151 28114 (Fall 2024) , English 235 (Technical Writing)
- Assessment results
 - Adopted a renewed focus on assessing program outcomes vs course outcomes. This should streamline and simplify assessment for programs/departments.
 - Began using a Microsoft form instead of Access database to collect assessment reports
 - 2023-24 was the last year in our seven-year cycle and a “catch all” year meaning programs/departments were assess any missing POs not assessed in the previous years.
 - Provided dedicated assessment work during Week Zero, allowing faculty to review feedback on assessment reports submitted the prior year, reflect, look at

institutional data, update 7-year plans, and develop assessment plan for the year.

- Over 40% of assessment reports focused on either connecting to institutional or program/departmental data, institutional or program/departmental goals, or professional development.
 - Over half of the programs/departments assessed for improvement in either a specific course or as a program/department as a whole.
 - The Political Science and Chemistry departments both compared data between years, noting effects in both teaching and learning post pandemic with changing modalities, growth in student learning, and continuing to increase more student directed practice.
 - The nursing program continued to revise curriculum to better address the communication needs, connections between theory and practice, and continued use of tools and simulation.
 - The computer science program changed the style of assessments used and the amount of high vs low stakes assessments.
 - The aviation program used the course success data dashboards to compare with previous years and noted the impacts of smaller enrollments, weather issues, and aircraft availability contributed to lower completion rates compared to previous years. To help improve program outcomes and address these issues, the college is hiring a director of operations for aviation.
 - Basic Education for Adults (BEaA) program looked at institutional data for the program and noticed Latinx males had a greater equity index grade gap than non-Latinx students in spring 2023 possibly due to less peer connection and limited digital literacy skills.
 - The BAS-AM program used teacher-made videos as a feedback tool. Students greatly improved in subsequent assignments and needed less continued or repeated feedback. A lack of skills relating to library resources and Excel were noted. The program plans to connect with the BBCC Library in the future and encourage the use of Excel in the pre-requisite mathematics and business courses.
 - The World Languages department implemented daily pronunciation practice words and sentences in Spanish 121 to help students consistently use correct Spanish pronunciations, specifically regarding vowels. On a pre-and post-assessment, students showed improvement from an average of 67% to 85%. Based on these results, the change will be continued going forward and made to the whole Spanish language series.
- Next Steps 2025-26:
 - Increase use of Writing Center by students in composition classes and referrals from instructors through increase collaboration between English instructors and WC Coordinator
 - Expand number of programs using common Canvas designs
 - HEP grant accomplish all grant objectives
 - Assessment Committee Goals:

- Use 2024-25 as an open year for assessment and then two years to assess each of the three IOs
- Continue focus on assessing program rather than courses
- Continue to assess for improvement
- Make use of campus data in designing assessment plans for the program/department by identifying an equity gap to focus on and try to intentionally synthesize work with Program Audit to make it more meaningful
- Assessment Committee provide 1 on 1 support to faculty in doing assessment work

Improve student persistence while reducing equity gaps by increasing students earning college level math & English credits

- Accomplishments:
 - Piloted an English self-guided placement process
 - Math department developed supplemental videos for each lesson in developmental math courses to help provide students a variety of learning opportunities and styles in the hope that the additional resource would help students be successful in the computer-based instructional classroom. However, initial data suggests that success rates were not significantly changed.
 - Developed math & English placement based on GED scores
 - Relunched the Testing Center in a new location in the Library
- Next Steps 2025-26:
 - Launch guided self-placement in English in spring 2025 with full implementation over the summer
 - Pilot developmental math courses where students will have an option to earn their math credits in a traditional classroom with active learning strategies that are away from the computer screen and the "online learning" feel

Improve student persistence & retention while reducing equity gaps by implementing different instructional strategies

- Accomplishments:
 - Science lab: Updated & maintained lab protocols & prep sheets, set up BIO 160 labs correctly every time
 - Writing Center: All tutors now peer tutors, tutors help students navigate technology needs
 - Flight maintenance reduced maintenance time: B19 - 7 days, C23 - 4.3 days, PA28-161 - 9.5 days, PA28-181 - 4.4 days, F33A - 7.75 days, Citabra-17 & C-180 - 34 days
 - BEdA: set up Canvas shells developed for most HS+ courses, adjusted contact hours and variable credit on MCOs
 - eLearning: updated Canvas help menu items, provided guidance to faculty about accessibility & Canvas topics, worked on building relationships with faculty
 - Library: did a faculty survey about library services
 - Implemented Student Survey tool in all classes

- Held annual Stemposium with more programs represented than ever before
- Held AI training for faculty by colleagues from Clover Park Technical College
- Held first Assessment & Equity summit for faculty as a replacement for ESCALA
- Developed a plan for supporting faculty in making courses accessible
- 2023-24 Program audit findings
 - Agriculture: students perform better in hybrid or in-person than strictly online; student success concerns for younger, 1st generation, male students as well as fall and spring quarters; assessment focused on increased active learning and in response implemented weekly math skills review, labs in the field and classroom, more hand-on learning, more visits by industry experts, and purchase of greenhouse
 - Automotive: Doing more hybrid instruction, implemented textbook and laptop lending, concluded that instructor needs close scrutiny of student lab work, clear due dates in Canvas, and frequent non-punitive assessments
 - AMT: Developed some new curriculum to address FAA rule change, new faculty based on retirements who are making curriculum adjustments
 - Computer Science: Narrowing course success gap between white and Hispanic students with the main gap between females and males, revamped System Admin degree & certs, implemented hi-flex teaching
 - English/Dev Eng: FILM101 accepted by local high schools to meet fine arts credit for high school graduation, growth in online offerings, increased use of rubric-based grading, adopted GED English placement, desire for supplemental instruction in composition classes, concerned about AI and teaching loads
 - Art: Adopted guided critique framework, analyzed transferability of art courses to university partners and found a concern with ART 140, hired associate faculty to consistently teach some classes, displayed high school student art
 - Music: Student achievement is lower in spring, added complicated guiding questions to elicit deeper thinking from students, offered interactive music lectures, increased presence in the County through performances, working to update equipment, built strong relationships with high schools,
 - Philosophy/Rel Studies: Changed textbooks in an effort to better address student learning, retired unnecessary courses, adjusting teaching to address use of AI
 - ECE: Partnership with EWU for a BA pathway in ECE presented at two national conferences, offered evening hybrid model in combination with online offerings. Assessment focused on gaps in topics and quality of student interactions resulting in re-writing classes to include missing topics, changed structure of classes to require more interaction with the instructors and re-ordered classes to scaffold teaching and learning
 - World Languages: Assessments focused on importance of the individual in the global community and ability to communicate in the target language, concerns about soft enrollment

- In 2024-25 conduct program audits in Aviation Commercial Pilot, Accounting/Business/Economics, Biology, Chemistry, CDL, Mathematics, Medical Assisting, and Welding
- Next Steps 2025-26:
 - Conduct 2025-26 program audits in BAS-AM, BEdA, Business Information Management, Criminal Justice, History/Political Science, Nursing, Psychology/Sociology/Anthropology, and Manufacturing
 - Reduce maintenance time for the aviation fleet
 - Increase collaboration between the Library and academic programs
 - Improve accessibility of all college courses using Canvas to an Ally score at or above 85%
 - Continue making course and program improvements based on assessment and program audit data
 - Nursing program complete ACEN (Accreditation Commission for Education in Nursing) report and visit

Improve student retention and persistence while reducing equity gaps by strengthening procedures and expand opportunities for awarding Credit for Prior Learning (CPL)

- Accomplishments:
 - BEdA created a prior learning crosswalk for awarding high school credits to ensure consistent application of awarding credit across staff and site locations
- Next Steps 2025-26
 - Finalize and implement CPL policy, procedure, and fee for college-level courses

Improve student persistence & completion & enrollment while reducing equity gaps by launching a Bachelor of Applied Science in Applied Management (BAS-AM) degree

- Accomplishments:
 - 67% of cohort 2 graduated
 - Hispanic % increased to ~50% in cohort 3
 - Success coach gave BAS students support and workshops virtually
 - Library worked with BAS faculty on course materials
 - Partial course fee & some research for BAS
- Next Steps 2025-26:
 - Finalize & implement financial sustainability approach for BAS-AM program to include course fees and use of BAS tuition to cover program operation costs
 - Update feeder & BAS courses

Increase transfer rates while reducing equity gaps

- Accomplishments:
 - Institutional Research & Planning: Supported grants with new student enrollment & transfer data

- STEM Center: Held CCRI STEM grant sponsored activities in partnership with CWU & EWU clubs. Included speakers, trip to EWU , rocket making & gingerbread house making competition
- TRIO SSS: 52% graduated & 21% transferred from Classic grant, 42% graduated & 15% transferred from STEM grant, held a transfer event on Sept 6-8, 2023 with 23 TRIO student participants
- Re-applied for and secured CCRI 2.0 grants
- HEART grant: Developed and began the pilot of a 2nd Year advising & completion model
- Launched Transfer & Career Center
- Next Steps 2025-26:
 - Fully implement Transfer & Career Center
 - STEM Center implement CCRI grants 2.0: EWU & engineering, CWU & environmental science, geology, and physics

Improve student persistence, completion & post graduate success while reducing equity gaps through workforce program development and/or redesign

- Accomplishments:
 - Aviation program: purchased 2 new Piper Archer aircraft with autopilot and ordered two more, added Flight Program Director position
 - Spanish language ECE in Mattawa, Othello, Quincy
 - Manufacturing & Process Technology: Continued implementation of manufacturing partnership with Sila, secured a new federal Strengthening Community Colleges Training grant in partnership with Spokane Community College
 - Agriculture: Secured funding for and purchased greenhouse
 - Aviation Maintenance: began making curricular updates based on FAA rule changes
- Next Steps 2025-26:
 - Complete installation of greenhouse and begin using it
 - Continue with implementation of grants supporting MPT
 - Complete program updates for AMT, Automotive, Welding & BIM programs

Student Success Lessons Learned

- Course materials position can provide valuable support to students and faculty
- Multiple departments are successfully leveraging technology tools to communicate with and case manage students
- Instructional Designer position provides very valuable support to faculty
- Faculty and staff departments are doing great work in assessing instruction and services and then making adjustments that support student learning and success
- Program audits can be a valuable learning experience for faculty as they work to strengthen their programs
- Keeping instructional programs current is essential

Strategic Priority: Employer of Choice; Accomplishments, Next Steps, Lessons Learned

BBCC seeks to be the “employer of choice” by creating a safe and dynamic culture where all employees are supported, engaged, and valued from recruitment to retirement as they serve students, the campus community, and our service district. The decision to apply, accept a job offer, or remain at BBCC is a conscious one influenced by the mission, culture, and work environment of the college.

Major Activities from the Strategic Plan

People and Leader Development - Focus on job clarity and priorities, ongoing feedback and communication, opportunities to learn and grow, and accountability.

- Accomplishments:
 - Partnered with Nash Leadership Consulting to provide Positive Workplace Culture training to all employees and Managing with Heart & Mind (4-part series) to all supervisors.
 - Diversity, Equity, Inclusion & Belonging (online training module) was assigned to all employees during Fall quarter 2024. Completion rates for this module are 91% for full-time faculty, 39.9% for part-time faculty, 93% for admin/exempt employees, and 89.5% for classified staff.
 - Implicit Bias & Microaggressions (online training module) was assigned to all employees during Fall quarter 2024. Completion rates for this module are 92.9% for full-time faculty, 30.8% for part-time faculty, 90.7% for admin/exempt employees, and 89.5% for classified staff.
 - Spokane Colleges provided in-person Search Advocate training for twenty-one (21) employees. The college has forty (40) trained search advocates. Language was negotiated in the Faculty Negotiated Agreement to allow for search advocates to serve on faculty screening committees.
 - A new standing committee, the Employee Excellence and Leadership Development (EELD) Committee, was formed with 13 active members, consisting of 6 classified employees and 7 admin/exempt employees. The EELD is committed to fostering a more engaged, inclusive, and development-focused workplace at BBCC. The committee’s first priority is to create a sustainability plan for the Managing with Heart & Mind and Positive Workplace Culture training. Additional areas of focus include:
 - Employee Recognition: Developing and implementing programs to acknowledge and celebrate employee achievements across the college.
 - Professional Development: Identifying and promoting training opportunities that align with the college’s strategic goals and support employees’ personal and professional growth.
 - Leadership Strategies: Proposing leadership development initiatives that foster growth, accountability, communication, and collaboration within the college community.
 - Workplace Norms: Recommending policies and practices that enhance communication, community, and accountability, contributing to a positive workplace culture.
 - Established Thursday afternoon safety training sessions. Sessions are open to all employees and cover a variety of safety topics.

- Launched a new online training platform, Vector Solutions. This platform provides access for employees and students to training that complies with state and federal regulations. The platform also provides the ability to create custom courses for both employees and students.
- Next Steps 2025-26:
 - Develop and implement a search advocate program.
 - Incorporate updated leader competencies into the performance review process.
 - Implement sustainability plan for Managing with Heart & Mind and Positive Workplace Culture.
 - Revise the admin/exempt performance evaluation form.
 - Develop a tool to gather information on professional development completed outside the institution.

Climate and Community - Focus on continuous improvement to create a thriving community where employees are supported, developed, and able to realize their professional goals.

- Accomplishments:
 - BBCC has 14 employees volunteering to help establish the BBCC Staff & Faculty of Color Employee Resource Group (ERG) and the LGBTQIA+ ERG. This workgroup will define key expectations, including meeting frequency, the purpose and goals of meetings, event expectations, and member responsibilities. The BBCC Foundation has provided funding to support networking events, social gatherings, educational materials, branded items, event decorations, and administrative costs such as event planning, meeting facilitation, and communication.
 - Four (4) employees attended the Faculty & Staff of Color Conference. One employee attended the Fall Washington Colegas Symposium and three (3) employees attended the Winter Washington Colegas Symposium.
- Next Steps 2025-26:
 - Continue to support the implementation of Employee Resource Groups (ERGs).
 - Create a periodic “temperature check” employee survey to gather feedback between formal PACE employee surveys.
 - Review the effectiveness of a mentorship program for admin/exempt and classified staff.

Position Alignment - Provide clarity to employees and supervisors regarding job duties and responsibilities.

- Accomplishments:
 - Four (4) position reviews were completed, and ten (10) positions were restructured to better meet the needs of the department.
 - The year-to-date Time to Fill rate for full-time positions is 49.55 days. This is an 18.77% decrease from the 2024 time to fill rate of 61 days.
- Next Steps 2025-26:
 - Revise classified staff position descriptions to incorporate major functions and the percentage of time spent in each functional area.

Improve Internal Communication - Ensure communication is timely, intentional, informative, and relevant.

- Accomplishments:
 - Launched the online Guide to BBCC Processes and Tools. The guide is located on the college's website and is available to all BBCC faculty and staff. Resources available in the guide include general orientation information, purchasing, travel, keys, work orders, event coordinator, employee leaves and accommodations.
 - Updated the weekly Around the Bend (AtB) communication. Noted that AtB serves as the official communication channel from the BBCC President to employees.
- Next Steps 2025-26:
 - Implement and sustain the shared decision-making model introduced in the Managing with Heart & Mind training.
 - Continue to expand the online Guide to BBCC Processes and Tools to ensure all employees have access to standardized processes and forms.

Employee Experience Lessons Learned

- The turnover rate continues to exceed our annual goal of 12%. We finished 2024 with a turnover rate of 18.758%. The breakdown of separation reasons includes 12-Other Job, 4-Personal Reasons, 2-Relocation, 7-Retirement, 7-Resignation and 7-Involuntary. The high turnover rate places a strain on employees by increasing workloads, reducing institutional knowledge, and requiring additional time for onboarding and training new hires. It is imperative that departments develop processes, standardized workflows, and engage in cross-training to mitigate the loss of institutional knowledge and provide a positive experience when onboarding new employees.
- Feedback from the 2024 PACE Employee Survey indicates that of the four (4) climate factors, the area with the greatest opportunity for improvement is Institutional Structure. To improve Institutional Structure and support employee retention, the college has prioritized addressing "pain point" issues identified by President's Cabinet. Some successes have been realized, including improvements in course materials and printing, the return of food services to campus, and training initiatives such as Positive Workplace Culture and Managing with Heart & Mind for supervisors (promoting a supportive work environment). Continued efforts in these areas – improving communications, clarifying decision-making processes, and addressing workload concerns – are expected to strengthen employee engagement and retention.

Strategic Priority: Forward Looking Infrastructure; Accomplishments, Next Steps, Lessons Learned

Major Activities from the Strategic Plan

Implement ctcLink Project

- Accomplishments:
 - ctcLink users continue to attend trainings and Q&A sessions in their respective pillars
 - We continue to learn as a statewide system and adjust our processes to accommodate new methods
- Next Steps 2025-26:
 - Continue training to build our expertise

Capital Projects/Facility Upgrades

- Accomplishments:
 - Re-landscaped childcare buildings 1300 A&B to make it more suitable for the children. Also various landscaping alongside school roads to extend pavement life.
 - Clean Buildings Act (CBA) contract has been secured with an Energy Service Company (ESCO).
 - We have also volunteered to host a fellowship intern for a 10-month contract in support of clean buildings.
 - Propane sub-meters were installed at 6 locations in support of CBA requirements.
 - Completed Bldg. 1400 office additions using outdated space.
 - Sidewalks have been shaved and multiple slabs/panels replaced in support of ADA compliance.
 - Bldgs. 1000 and 4100 have had water mains replaced (Utilities).
 - Bldg. 2000 (gym) had a total lighting upgrade from fluorescents to LED'S. A rebate was provided by the PUD.
 - Kitchen reinstated to provide food services to the college.
 - Bldg. 1800 LED Art display installed.
 - 1600 classroom remodel and quad xeriscape landscape project expected completion end of May.
 - TV HEART Grant, 1400 building capital projects, Workforce Education Services and the Career and Transfer Center
 - Student Activities opened the Viking Lounge
- Next Steps 2025-26:
 - Fire system and panel install in 1300 A&B.

- Remodel Bldg. 1500 classrooms and restrooms.
- Bldgs. 2000 and 1700 to have water mains replaced (Utilities).
- Building 30x72 Greenhouse with supporting utilities.
- Continued concrete/panel repairs as funding allows in support of ADA.

Technology Modernization, Enhancements, and Security

- Accomplishments:
 - The department has strengthened information security by retiring legacy systems, initiating a comprehensive security assessment, and developing incident response documentation. Additionally, a new cybersecurity position has been approved and is in the recruitment process, while the ongoing SharePoint migration to Office 365 is set for completion by the end of the fiscal year, further enhancing data security and system resilience.
 - The department has advanced the standardization of classroom technology by creating a comprehensive inventory of classrooms and their technology, collaborating with the Instructional Council to define requirements, upgrading classrooms to ensure a consistent set of technologies, and documenting configurations to maintain uniformity and ease of support.
 - Big Bend Technology (BBT) made significant improvements to disaster recovery capabilities, including cloud-based disaster recovery and backup of cloud data.
 - BBT was able to downsize and eliminate all servers in the 1700 and 1900 buildings through the purchase of new server hardware.
 - Multiple network projects were completed across campus for better connectivity and speed.
 - Help Desk hours were extended to provide additional support to students and staff at the start of each quarter.
 - The college's website was updated to include accessibility information and our process for ensuring compliance with Title II. These pages will continue to be updated as new information and resources become available.
 - Title V HEART Grant upgraded the technology in 1601
- Next Steps 2025-26:
 - Complete the recruitment process to fill the new IT Security-Journey position.
 - Complete network upgrades in the 1200, 1400, and 1800 buildings.
 - Continued work in cloud migration to reduce the on-campus data footprint.
 - Continued focus on improving cybersecurity.
 - Continued work on compliance with Title II and accessibility to include revisions to the BBCC website

Annual Budget Process

- Accomplishments:
 - Finished the year within budget without having to use reserves, due to an increase in enrollments.

- Next Steps 2025-26:
 - Continue to monitor budgeted revenues and expenditures closely and look for ways to maximize value in state funding

Financial Statement Audit

- Accomplishments:
 - The college is undergoing an accountability audit, and the report will be updated with the results once they are available.
- Next Steps 2025-26:
 - Continue financial practices that maintain unqualified financial audits

Facilities Master Plan - update

- Accomplishments:
 - The Facilities Master Plan was updated in 2022 to prioritize future capital projects. It builds on the 2014 plan's goals and completed projects while incorporating changes in higher education, Washington State, and the local region. The plan was also shaped by the Strategic Vision (2021), Academic Master Plan (2017-2020), and the COVID-19 Pandemic.
The 2022 plan includes:
 - Plan Overview
 - Environmental Scan
 - Space Utilization
 - Campus, Infrastructure & Facility Conditions
 - Design Standards
 - Recommendations
- Next Steps 2025-26:
 - SBCTC will conduct a Facility Condition Survey in Spring 2025. These biennial surveys help identify and budget for capital repairs and inform plan updates.

Continuity of Operations Plans

- Accomplishments
 - An update of the Emergency Operations Plan (EOP) has been drafted. The EOP contains a Continuity of Operations (COOP), which will outline how each department will maintain critical and essential functions during disruptions to normal operations.
 - Science Lab: Continuity of Operations plans: safety talks in department meetings, attended campus safety meetings – secretary, training for OSHA 360, RCRZ for hazardous waste mgmt., key to 1200 building fire and active shooter drills.
- Next Steps 2025-26
 - Develop the COOP Appendix and finalize the EOP ensuring all departments have documented operational procedures for continuity during disruptions.

Develop Dashboards

- Accomplishments:
 - Two budget dashboards are in Beta testing mode, built using Columbia Basin College's code as the foundation. The code has been adjusted to align with Big Bend's business processes, which differ from other colleges in the Washington CTC System.
- Next Steps 2025-26:
 - A ctclink query has been identified that will allow tracking of grant budgets. However, a challenge has been that Institutional Research is developing the dashboards without in-depth knowledge of the data structure or business processes within the ctclink Financial Management Pillar.

Forward Looking Infrastructure Lessons Learned

- Water and sewer lines on campus are owned by the City of Moses Lake. Strengthen relationship and advocate for more responsive permitting system. Engage with permitting agencies early to help mitigate project delays.
- Ensure multiple employees are trained in budget and financial statement development/analysis to enhance institutional resilience and prevent knowledge gaps.
- Maintain open and transparent communication regarding BBCC's budget to build trust, improve decision-making, and foster collaboration.

Strategic Priority: Enrollment Growth & Diversification; Accomplishments, Next Steps, Lessons Learned

Major Activities from the Strategic Plan

Bolster total enrollment by determining post-COVID instruction and student support strategies that meet the needs of day, evening, online, remote, place bound, on-campus, off-campus students and improve & sustain virtual student support services accordingly

- Accomplishments:
 - Admissions & Registration and Advising: Developed and implemented a communication strategy to help new students through the admissions process
 - Implemented a partnership with NCWTEch Alliance that aligned their basic technology classes with locations of BCC BEdA classes
 - Developed a workflow and webpage for returning students including Signal Vine messages & a ctclink group code
 - Converting student laptop domain image to support students attending off campus locations
- Next Steps 2025-26
 - Begin looking at ways to leverage AI technology

Increase state-funded and dual enrollment by expanding off campus instructional options with a focus on Othello, Quincy, and Mattawa

- Accomplishments:
 - Expanded BEdA class offerings into Royal City
 - Offered Initial ECE Certificate in Spanish in communities of Mattawa, Othello, Quincy
 - Piloting CTE+ in computer science with Quincy high school
 - Expanded CiHS and CTE dual enrollment offerings
 - Developed standardized BEdA staff work schedules and coverage for Warden, Othello, Mattawa, Royal, and Quincy sites to ensure consistent coverage and support for students at those sites
 - Worked to improve CiHS and CTE Dual Credit offerings and processes with Othello High School
 - Continued with Limitless grant activities with Quincy School District
- Next Steps 2025-26
 - Offer ECE short certificate in Spanish in Mattawa and Othello
 - Expand CTE+ to at least one additional school
 - Systematize dual enrollment processes with Othello HS

Expand state-funded enrollment with student programs that will attract state-funded students

- Accomplishments:
 - Athletics: Installed fully functional irrigation system at baseball field, successfully secured admission of men's & women's wrestling in NJCAA with postseason competition

- ban waived, secured \$40K state grant for wrestling program, recruited largest class of student athletes for Men's and Women's wrestling teams
- CBIS: Worked with new industries (Sila Nanotechnologies, Group14, REC Silicon) to educate about continuing education opportunities, planned and implemented a clean energy event with partners across the state
- BAS-BH program: Received Letter of Intent and Statement of Need and Program Proposal approval from Washington State Board, received change approval to offer the degree from NWCCU, collaborated with Wenatchee Valley College to develop and secure curriculum committee approval program courses, began recruiting students for a fall 2025 program launch, received two grants through partners to support program launch
- Rural Nursing: Began partnership with Rural Nursing Education Program (RNEP) to launch a rural nursing education program, secured grant funding from Washington State Department of Health to support program implementation
- Launched focused program promotion efforts for Medical Assisting, Manufacturing, Nursing, and Computer Science
- Next Steps 2025-26
 - Recruit full rosters in ALL sports
 - BAS-BH: Finalize operating agreement with WVC, admit students, launch program in all 2025
 - Rural Nursing: Support students through pre-req courses
 - Grow enrollment in Manufacturing, Medical Assistant, Nursing, and Computer Science programs using program-specific marketing & outreach

Expand total enrollment by strengthening pipelines into college

- Accomplishments:
 - Dual enrollment Coordinator: Began preparation for National Alliance of Concurrent Enrollment Partnerships (NACEP) accreditation by developing faculty credentialing framework, program procedures, and menu of course options for schools
 - BEdA: Improved BEdA data accuracy through cross training, improved admissions and registration processes in partnership with SASS for BEdA students transitioning into college, BEdA and Student Administrative Support Services (SASS) presented at biennial conference on collaborative work practices, updated AP 6101 and developed a tuition waiver implementation procedure, identified college level courses for BEdA student enrollment in different program pathways
 - CBIS (Center for Business and Industry Services): Conducted Aircraft Rescue and Fire Fighting (ARFF) training with Canadian partners, offered community education classes in Art & Music, hosted Girl Scouts coming to BBCC with focus on aviation, made updates with Ed2Go that doubled online registration for some trainings, fully utilized Campus Continuing Education software, served 85 secondary students with work readiness, self-advocacy, and work based learning
 - TRIO Upward Bound: Served 118, 85% of students have a 2.5 GPA or better, 60% seniors proficient in language & math on state test, 100% of seniors graduating, 62% of seniors had rigorous HS program, 93% of UB graduates will enroll in college, 48% of UB students

enrolled in Running Start, 10 High School graduates earned Direct Transfer Agreements, 57% grads will attend university and 36% community college, 44 students in summer academy and two courses added

- International Program: Served 30 Japanese Agriculture Training Program (JATP) trainees, hosted 12 international students in 2023-24 and 12 for 2024-25, preparing to host students from Chubu University on campus in summer 2025

- Next Steps 2025-26

- Dual enrollment: Develop CiHS and Career & Technical Education dual credit to college advising & support process, apply for NACEP accreditation for College in the High School (CIHS)
- BEdA to college: Complete final details of BEdA to college pathway including advising and marketing resources
- International Studies: Continue JATP, host successful visit of students and professors from Chubu University, expand number of international students attending BBCC

Expand state-funded and dual enrollment by developing and implementing an Outreach & Communication Strategy and Create an Implementation Plan for recruiting students

- Accomplishments:

- Partnered with North Central Washington Tech (NCWTech) Alliance for NCWTech to hire a staff to support financial aid outreach
- Outreach: worked 1 on 1 with students in schools & on campus (including referrals from other departments) on admissions, scholarships, and financial aid applications
- Financial Aid: Worked with Outreach and NCWTech Alliance to complete FAFSA applications
- STEM Center: Increased STEM outreach through 1200 building tours, hands-on demos, STEM outreach video, STEM Center website update, development of outreach materials, attendance at a STEM night at Warden HS
- Communications: Installed wayfinding signage across campus, dual-language advertising, digital/social media marketing with a focus on enrollment growth, faculty posters, Spanish marketing for Medical Assisting and Spanish Early Childhood Education cohort, BEdA signage
- TV HEART Grant: helped train Outreach coordinators, developed marketing ads, supported preview days
- EOC Grant: 851 participants (62% low income, 47% secondary school diploma, 58% FA applications, 77% postsecondary admissions, 1.5% post-secondary enrollment)
- Workforce Program Specialists began making presentations in high school classes to promote workforce programs
- Held multiple outreach events: Scrubs Camp in partnership with Central Washington AHEC, Mechatronics Meltdown, College and Career Expo, Energy Science Days
- HEP grant served 69 students, exceeding enrollment objective of serving 60 students
- Updated a marketing plan that extends from January through August

- Next Steps 2025-26

- EOC grant meet all objectives, both enrollments and percentages

- Increase collaboration between Outreach, BEdA, Workforce Education, and Communication departments and staff to implement comprehensive outreach efforts

Enrollment Growth & Diversification Lessons Learned

- Collaboration and communication across departments are vital for the success of outreach and enrollment management efforts
- Enrollment management efforts are ongoing and continuous
- New grant directors need substantive and ongoing support to succeed

2025-26 Next Steps

Student Success	Employer of Choice
<ul style="list-style-type: none"> • Implement changes to the annual schedule building process. • Improve accessibility of college courses using Canvas to an Ally score at or above 85%. • Pilot mandatory CSS course for new students. • Expand peer mentoring to support students on academic probation. • Increase use of Writing Center by students in composition classes and through referrals from instructors. • Advising: Implement Pathway Subject Matter Experts, establish advising professional development strategy, adjust advising loads for faculty, create exploratory pathway for undecided students, identify potential alternate times for advising and group advising strategies. • Complete program updates for AMT, Automotive, Welding & BIM programs. • HEP grant: accomplish all grant objectives. • Finalize & implement financial sustainability approach for BAS programs & E3 grant supported activities. • Nursing program accreditation. 	<ul style="list-style-type: none"> • Develop and implement a search advocate program. • Incorporate updated leader competencies into the performance review process. • Implement sustainability plan for Managing with Heart & Mind and Positive Workplace Culture. • Revise the admin/exempt performance evaluation form. • Develop a tool to gather information on professional development completed outside the institution. • Continue to support the implementation of Employee Resource Groups (ERGs). • Create a periodic “temperature check” employee survey to gather feedback between formal PACE employee surveys. • Review the effectiveness of a mentorship program for admin/exempt and classified staff. • Review the effectiveness of a mentorship program for admin/exempt and classified staff. • Revise classified staff position descriptions to incorporate major functions and the percentage of time spent in each functional area. • Implement and sustain the shared decision-making model introduced in the Managing with Heart & Mind training. • Continue to expand the online Guide to BCC Processes and Tools to ensure all employees have access to standardized processes and forms. • Continue to expand the online Guide to BCC Processes and Tools to ensure all employees have access to standardized processes and forms.

• Forward Looking Infrastructure	• Enrollment Growth and Diversification
<ul style="list-style-type: none"> • Continue training to build our ctLink expertise. • Install fire system and panel in 1300 A&B. • Remodel Bldg. 1500 classrooms and restrooms. • Replace water mains (utilities) in Buildings 2000 and 1700. • Complete building of a 30x72 Greenhouse with supporting utilities. • Continue concrete/panel repairs as funding allows in support of ADA. • Complete the recruitment process to fill the new IT Security-Journey position. • Complete network upgrades in the 1200, 1400, and 1800 buildings. • Continue work in cloud migration to reduce the on-campus data footprint. • Continue focus on improving cybersecurity. • Continue work on compliance with Title II and accessibility to include revisions to the BBCC website. • Continue to monitor budgeted revenues and expenditures closely and look for ways to maximize value in state funding. • Conduct a Facility Condition Survey in Spring 2025. • Develop the Continuity of Operations Plan Appendix and finalize the Emergency Operations Plan, ensuring all departments have documented operational procedures for continuity during disruptions. • Continue to refine the budget dashboard to support grants and departments with their specific accounting needs. 	<ul style="list-style-type: none"> • Start exploring opportunities to leverage AI technology. • Dual enrollment: Develop CiHS and CTE dual credit to college advising & support process, apply for NACEP accreditation for CiHS, expand CTE+ dual credit pilot. • Complete final details of BEdA to college pathway. • Offer ECE short certificate in Spanish in Mattawa and Othello. • Recruit full rosters in ALL sports. • BAS-BH: Finalize operating agreement with WVC, admit students, launch program in all 2025. • Rural Nursing: Support students through pre-req courses. • EOC grant: meet all objectives. • Increase collaboration between Outreach, BEdA, Workforce Education, and Communication departments to implement comprehensive outreach efforts.

Appendix A - Student Success Disaggregations

Student Success Disaggregations

The Data Committee met to review student progress to understand how individuals from diverse demographic backgrounds are advancing in their academic journey. The analysis focuses on two key student groups: First-Time in College students (FTIC) and Running Start (RS) students.

Data is broken down by race, age group, gender, and financial aid status to provide deeper insights into student progress. The following data is further detailed when differences between groups are identified.

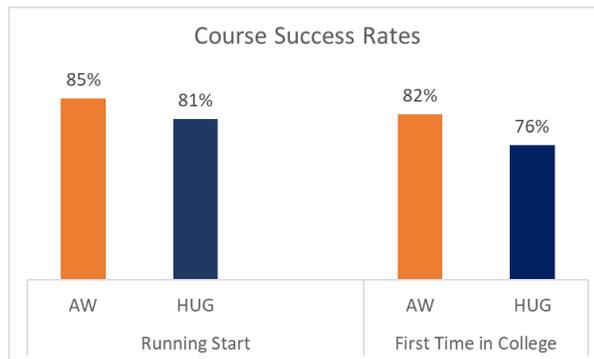
Running Start students have made steady progress in success measures. At this point there is no difference between AW and HUG with the exception of course success over the last five years.

The Student Success Measures used were:

- Course Success Rates
- College-level Credits Completed in First Year
- Retention (Fall to Fall)
- Completion by 3rd Year
- Transfer by 4th Year
- Employment by 4th Year

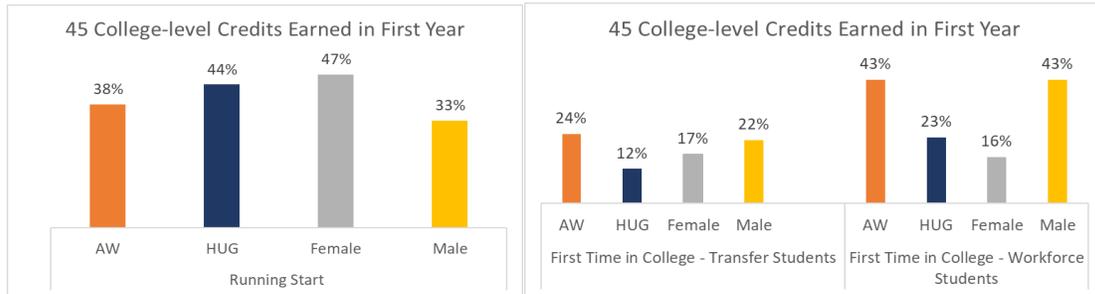
COURSE SUCCESS – 2.0 GP or Pass

There is a persistent equity gap in course success between Asian/White (AW) and Historically Underrepresented Groups (HUG) which includes Black or African American, Hispanic, and Native American or Alaskan Native



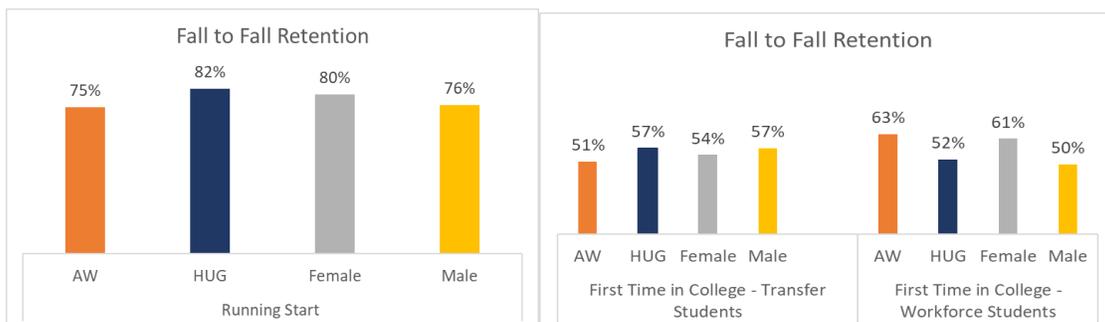
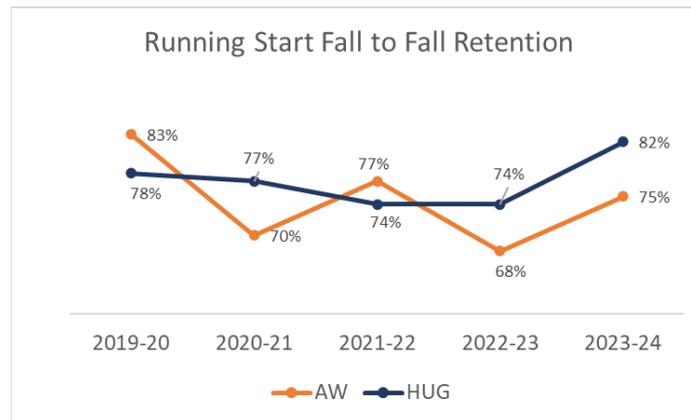
College-level Credits Earned in First Year

Earning college-level credits is a key milestone in a student’s educational journey, laying the foundation for academic success. The Data Committee will further break down the data to determine whether differences in FTIC are linked to full-time or part-time status and whether credits earned through Prior Learning Assessment (Credit by Exam, Advanced Placement, and College Level Examination Program) contribute to variations in Running Start outcomes.



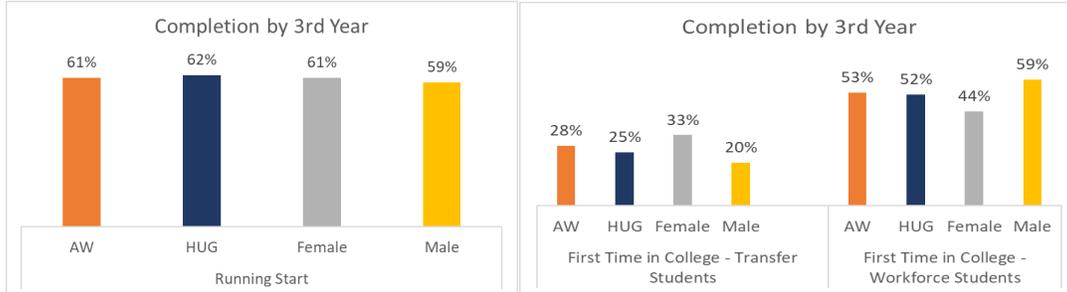
Fall to Fall Retention

Retention rates for FTIC students show little variation across race, age group, gender, and need-based financial aid recipients. However, over the past five years, Running Start retention rates have declined for AW students while increasing for HUG students.



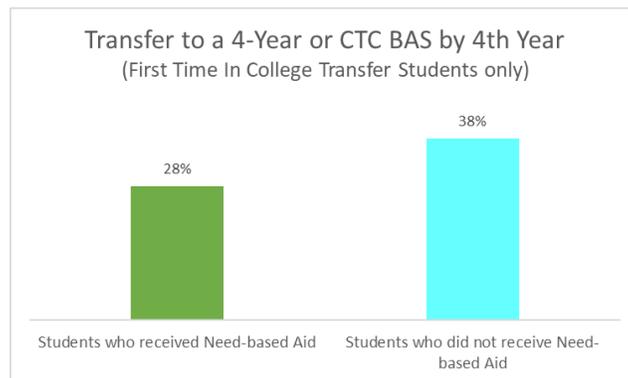
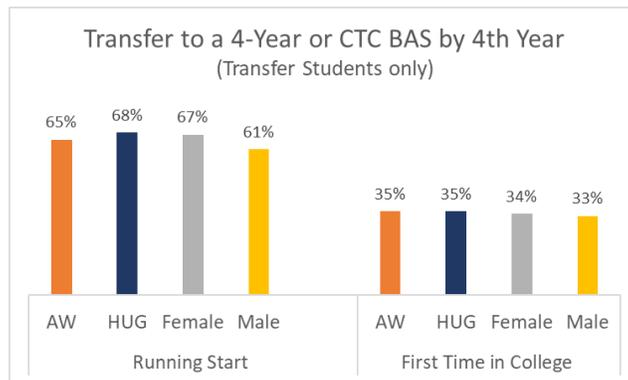
Completion by 3rd Year

Running Start students have a 60% completion rate. The primary difference is between females, 61%, and males, 59%. The following charts show completion rates.



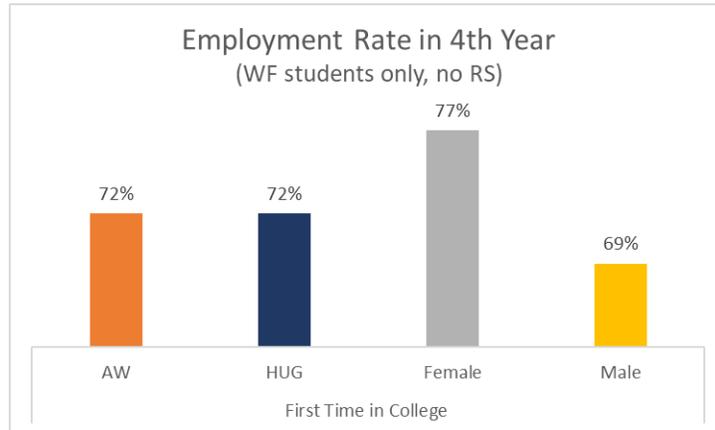
Post College Success

This cohort began in 2020, with six students enrolling in the BBCC BASAM program. Currently, AW and HUG students each transferred at 35%. This marks the first time in the past decade that the percentage of AW students transferring has not exceeded that of HUG students. The BASAM program eliminated the gap.



Employment Rate in 4th Year (WF students only, no RS)

There are limitations to this measure. It only captures students employed in Washington state with social security numbers.



Key Takeaways

- Support FTIC HUG and economically disadvantaged students
- Bridge gender gaps in credit completion and workforce success
- Strengthen pathways for FTIC to degree completion
- Enhance support for male students in transfer program
- Support FTIC Economically Disadvantaged Transfer gap

The Data Committee will continue analyzing the data to identify differences within workforce and transfer programs to determine where students are stopping out before completing their programs.

Taking Action to Address Gaps in Student Success

- Working to improve the annual class schedule
- Launched the Career and Transfer Center with a focus on the second-year experience
- Exploring a mandatory College Success Skills class
- Process to transition students from BEdA into college
- Pathways from CiHS and CTE Dual Credit to college
- Improvements to our Academic Advising processes

Big Bend Community College - Student Success
Breakdown by Race/Ethnicity

		BBCC	BBCC Data					Trend
<u>Persistence</u>			2019-20	2020-21	2021-22	2022-23	2023-24	
Passed course w/ P or 2.0 GP or higher								
ALL	Course Success Rates	80%	80%	77%	78%	79%	79%	
AW	Course Success Rates	82%	84%	79%	80%	81%	82%	
HUG	Course Success Rates	77%	76%	75%	76%	77%	76%	
NR	Course Success Rates	81%	78%	77%	76%	82%	83%	
ALL	15 Credits 1st Year	76%	77%	77%	74%	78%	80%	
A/W	15 Credits 1st Year	79%	81%	81%	77%	83%	83%	
HUG	15 Credits 1st Year	71%	73%	75%	70%	74%	76%	
ALL	45 Credits 1st Year	25%	26%	28%	29%	29%	32%	
AW	45 Credits 1st Year	31%	32%	29%	30%	34%	35%	
HUG	45 Credits 1st Year	19%	21%	28%	27%	24%	28%	
<u>Retention</u>								
ALL	Fall to Winter Retention	86%	87%	85%	83%	85%	86%	
AW	Fall to Winter Retention	87%	88%	85%	85%	86%	88%	
HUG	Fall to Winter Retention	85%	87%	86%	81%	83%	84%	
ALL	Fall to Fall Retention	63%	64%	65%	63%	65%	66%	
AW	Fall to Fall Retention	66%	68%	66%	65%	64%	65%	
HUG	Fall to Fall Retention	62%	60%	67%	61%	65%	67%	
<u>Completion</u>			2017-2020	2018-2021	2019-2022	2020-2023	2021-2024	
ALL	3 Year Completion Rate	45%	47%	45%	45%	49%	48%	
AW	3 Year Completion Rate	46%	50%	47%	47%	48%	50%	
HUG	3 Year Completion Rate	43%	42%	42%	44%	51%	47%	
NR	3 Year Completion Rate	45%	56%	45%	33%	38%	48%	
<u>Post-College Success</u>			2016 start	2017 start	2018 start	2019 start	2020 start	
ALL	Trnsfr to 4 Yr by 4th yr, Trnsfr Stu only	42%	41%	43%	44%	38%	54%	
AW	Trnsfr to 4 Yr by 4th yr, Trnsfr Stu only	46%	46%	50%	47%	45%	56%	
HUG	Trnsfr to 4 Yr by 4th yr, Trnsfr Stu only	35%	36%	32%	41%	33%	54%	
NR	Trnsfr to 4 Yr by 4th yr, Trnsfr Stu only	44%	38%	-	55%	-	53%	
ALL	Emp Rate in 4th year - WF Stu only	79%	79%	73%	79%	73%	72%	
AW	Emp Rate in 4th year - WF Stu only	76%	73%	64%	72%	63%	72%	
HUG	Emp Rate in 4th year - WF Stu only	82%	83%	85%	86%	86%	72%	
N/R	Emp Rate in 4th year - WF Stu only	-	-	70%	-	-	-	

KEY: AW is Asian or White; HUG is Historically Underserved Group (African American, Black, Hispanic, Native American, and Native Hawaiian/Pacific Islander); NR is Race/Ethnicity not reported.

Big Bend Community College - Student Success
Breakdown by Age Groups

		BBCC	BBCC Data					Trend
		Baseline	2019-20	2020-21	2021-22	2022-23	2023-24	
<u>Persistence</u>								
ALL	Course Success Rates	80%	80%	77%	78%	79%	79%	
<20	Course Success Rates	80%	80%	77%	79%	79%	80%	
20-24	Course Success Rates	77%	77%	76%	77%	77%	77%	
>24	Course Success Rates	83%	84%	80%	80%	79%	79%	
ALL	15 Credits 1st Year	76%	77%	77%	74%	78%	80%	
<20	15 Credits 1st Year	80%	82%	78%	76%	81%	83%	
20-24	15 Credits 1st Year	56%	57%	76%	57%	60%	74%	
>24	15 Credits 1st Year	54%	57%	61%	61%	71%	43%	
ALL	45 Credits 1st Year	25%	26%	28%	29%	29%	32%	
<20	45 Credits 1st Year	28%	30%	30%	30%	31%	35%	
20-24	45 Credits 1st Year	13%	10%	24%	28%	27%	21%	
>24	45 Credits 1st Year	16%	15%	13%	18%	12%	13%	
<u>Retention</u>								
ALL	Fall to Winter Retention	86%	87%	85%	83%	85%	86%	
<20	Fall to Winter Retention	90%	91%	87%	85%	86%	88%	
20-24	Fall to Winter Retention	72%	76%	80%	74%	74%	80%	
>24	Fall to Winter Retention	65%	70%	61%	77%	87%	67%	
ALL	Fall to Fall Retention	63%	64%	65%	63%	65%	66%	
<20	Fall to Fall Retention	68%	68%	67%	67%	65%	69%	
20-24	Fall to Fall Retention	49%	48%	58%	43%	54%	53%	
>24	Fall to Fall Retention	41%	39%	48%	49%	70%	50%	
<u>Completion</u>			2017-2020	2018-2021	2019-2022	2020-2023	2021-2024	
ALL	3 Year Completion Rate	45%	47%	45%	45%	49%	48%	
<20	3 Year Completion Rate	47%	49%	45%	46%	50%	49%	
20-24	3 Year Completion Rate	34%	36%	38%	21%	33%	38%	
>24	3 Year Completion Rate	38%	35%	52%	61%	45%	61%	
<u>Post-College Success</u>			<u>2016 start</u>	<u>2017 start</u>	<u>2018 start</u>	<u>2019 start</u>	<u>2020 start</u>	
ALL	Trnsfr to 4 Yr by 4th yr, Trnsfr Stu only	42%	41%	43%	44%	38%	54%	
<20	Trnsfr to 4 Yr by 4th yr, Trnsfr Stu only	46%	45%	47%	47%	40%	57%	
20-24	Trnsfr to 4 Yr by 4th yr, Trnsfr Stu only	13%	10%	16%	16%	4%	17%	
>24	Trnsfr to 4 Yr by 4th yr, Trnsfr Stu only	24%	21%	27%	-	-	-	
ALL	Emp Rate in 4th year - WF Stu only	79%	79%	73%	79%	74%	76%	
<20	Emp Rate in 4th year - WF Stu only	80%	83%	73%	85%	73%	74%	
20-24	Emp Rate in 4th year - WF Stu only	77%	85%	70%	74%	78%	68%	
>24	Emp Rate in 4th year - WF Stu only	81%	69%	79%	65%	72%	-	

Big Bend Community College - Student Success
Breakdown by Gender

		BBCC Baseline						Trend
			<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	
<u>Persistence</u>								
ALL	Course Success Rates	80%	80%	77%	78%	79%	79%	
Female	Course Success Rates	81%	81%	78%	79%	80%	79%	
Male	Course Success Rates	78%	78%	76%	77%	79%	79%	
ALL	15 Credits 1st Year	76%	79%	77%	74%	78%	80%	
Female	15 Credits 1st Year	87%	93%	78%	76%	74%	80%	
Male	15 Credits 1st Year	75%	78%	76%	72%	83%	79%	
ALL	45 Credits 1st Year	26%	27%	28%	29%	29%	32%	
Female	45 Credits 1st Year	23%	23%	29%	28%	26%	33%	
Male	45 Credits 1st Year	26%	31%	28%	30%	35%	33%	
<u>Retention</u>								
ALL	Fall to Winter Retention	86%	87%	85%	83%	85%	86%	
Female	Fall to Winter Retention	88%	91%	88%	87%	83%	86%	
Male	Fall to Winter Retention	84%	85%	84%	81%	87%	85%	
ALL	Fall to Fall Retention	63%	64%	65%	63%	65%	66%	
Female	Fall to Fall Retention	70%	73%	69%	68%	64%	67%	
Male	Fall to Fall Retention	60%	60%	64%	63%	66%	64%	
<u>Completion</u>			<u>2017-2020</u>	<u>2018-2021</u>	<u>2019-2022</u>	<u>2020-2023</u>	<u>2021-2024</u>	
ALL	3 Year Completion Rate	45%	47%	45%	45%	49%	48%	
Female	3 Year Completion Rate	48%	50%	50%	50%	52%	51%	
Male	3 Year Completion Rate	40%	42%	36%	40%	44%	45%	
<u>Post-College Success</u>			<u>2016 start</u>	<u>2017 start</u>	<u>2018 start</u>	<u>2019 start</u>	<u>2020 start</u>	
ALL	Trnsfr to 4 Yr by 4th yr, Trnsfr Stu only	42%	41%	43%	44%	38%	54%	
Female	Trnsfr to 4 Yr by 4th yr, Trnsfr Stu only	44%	42%	46%	50%	49%	57%	
Male	Trnsfr to 4 Yr by 4th yr, Trnsfr Stu only	39%	38%	41%	36%	32%	50%	
ALL	Emp Rate in 4th year - WF Stu only	79%	79%	73%	79%	73%	76%	
Female	Emp Rate in 4th year - WF Stu only	82%	80%	75%	80%	80%	77%	
Male	Emp Rate in 4th year - WF Stu only	76%	79%	69%	78%	69%	69%	

Big Bend Community College - Student Success

Breakdown by Receiving or Not Receiving Need-based Aid

The Breakdowns only shows Transfer or Workforce Students who were eligible for aid - they **exclude Dual Enrollment Students**

		BCC						Trend
		Baseline	2019-20	2020-21	2021-22	2022-23	2023-24	
<u>Persistence</u>								
ALL (no RS)	Course Success Rates	80%	80%	77%	77%	78%	77%	
Rec'd N Aid	Course Success Rates	78%	78%	77%	78%	77%	76%	
Did Not Rec N Aid	Course Success Rates	81%	81%	78%	77%	78%	78%	
Rec'd N Aid	15 Credits 1st Year	66%	66%	70%	64%	71%	67%	
Did Not Rec N Aid	15 Credits 1st Year	65%	73%	60%	66%	75%	73%	
Rec'd N Aid	45 Credits 1st Year	16%	17%	20%	20%	19%	21%	
Did Not Rec N Aid	45 Credits 1st Year	22%	27%	21%	24%	26%	29%	
<u>Retention</u>								
Rec'd N Aid	Fall to Winter Retention	83%	85%	83%	77%	83%	80%	
Did Not Rec N Aid	Fall to Winter Retention	77%	80%	73%	79%	80%	75%	
Rec'd N Aid	Fall to Fall Retention	57%	56%	67%	59%	58%	55%	
Did Not Rec N Aid	Fall to Fall Retention	56%	62%	57%	55%	60%	55%	
<u>Completion</u>			2017-2020	2018-2021	2019-2022	2020-2023	2021-2024	
Rec'd N Aid	3 Year Completion Rate	40%	39%	41%	33%	40%	37%	
Did Not Rec N Aid	3 Year Completion Rate	38%	33%	36%	43%	39%	40%	
<u>Post-College Success</u>			<u>2016 start</u>	<u>2017 start</u>	<u>2018 start</u>	<u>2019 start</u>	<u>2020 start</u>	
Rec'd N Aid	Trnsfr to 4 Yr by 4th yr, Trnsfr Stu only	25%	27%	29%	29%	15%	28%	
Did Not Rec N Aid	Trnsfr to 4 Yr by 4th yr, Trnsfr Stu only	43%	24%	35%	31%	35%	38%	
Rec'd N Aid	Emp Rate in 4th year - WF Stu only	82%	84%	75%	79%	79%	75%	
Did Not Rec N Aid	Emp Rate in 4th year - WF Stu only	74%	74%	69%	79%	69%	69%	

Appendix B - State, Regional and National Comparison Data

Big Bend Student Success with State, Regional, and National Peer Institutions

Big Bend selected state, regional, and national peer colleges based on criteria showing how similar they are to Big Bend. Criteria was based on degree of urbanization*, fall enrollment, and percent of Hispanic enrollment, in line with BBCC’s Guiding Principle “Honor our Role as a Hispanic-Serving Institution”. This information was obtained through the Integrated Postsecondary Education Data System (IPEDS). The purpose of IPEDS is to collect institution-level data from providers of postsecondary education, primarily all Title IV-eligible universities, colleges, and technical and vocational education providers in the United States and other jurisdictions. IPEDS data shown are based on degree/certificate seeking students.

The Northwest Commission on Colleges and Universities (NWCCU) accredits each of the state and regional institutions comparison colleges that BBCC selected. NWCCU standards require colleges to measure student achievement with a focus on eliminating equity gaps and to compare college performance against regional and national peer institutions. Peer institutions are similar in degree of urbanization, percent Hispanic, and enrollment and are accredited by national accrediting bodies.

Comparison Institutions Selected based on IPEDS Data Feedback Report 2024 with degree of urbanization, student headcount, and percent Hispanic.

Fall 2023		Campus Setting	12-month Enrollment	Percent Hispanic
Big Bend Community College	WA	Town: Remote	2584	47

Statewide Comparison Schools

Walla Walla Community College	WA	City: Small	3920	28
Wenatchee Valley College	WA	City: Small	3518	42
Yakima Valley College	WA	City: Small	4711	61

Regional Comparison Schools

College of Eastern Idaho	ID	City: Small	3465	13
Great Basin, Elko	NV	Town: Remote	4472	26
Treasure Valley	OR	Town: Distant	2650	26

National Comparison Schools

Clovis Community College	NM	Town: Remote	3299	47
Garden City Community College	KS	Town: Remote	2640	49
Lake Tahoe Community College	CA	Rural Fringe	8526	29

*Locale codes identify the geographic status of a school on an urban continuum ranging from “large city” to “rural.” They are based on a school’s physical address. The urban-centric locale codes introduced in this file are assigned through a methodology developed by the U.S. Census Bureau’s Population Division in 2005. The urban-centric locale codes apply current geographic concepts to the original NCES locale codes used on IPEDS files through 2004.

City: Small: Territory inside an urbanized area and inside a principal city with population less than 100,000.

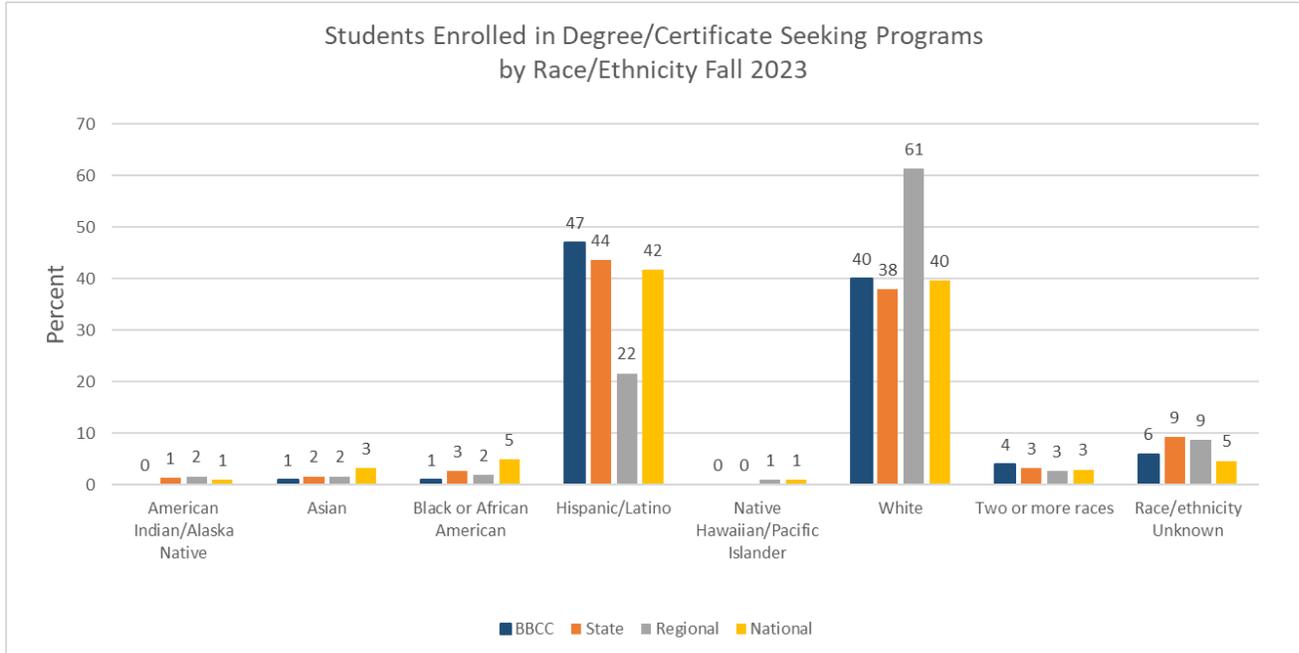
Town: Distant: Territory inside an urban cluster that is more than 10 miles and less than or equal to 35 miles from an urbanized area.

Town: Remote: Territory inside an urban cluster that is more than 35 miles of an urbanized area.

Rural: Fringe: Census-defined rural territory that is less than or equal to 5 miles from an urbanized area, as well as rural territory that is less than or equal to 2.5 miles from an urban cluster.

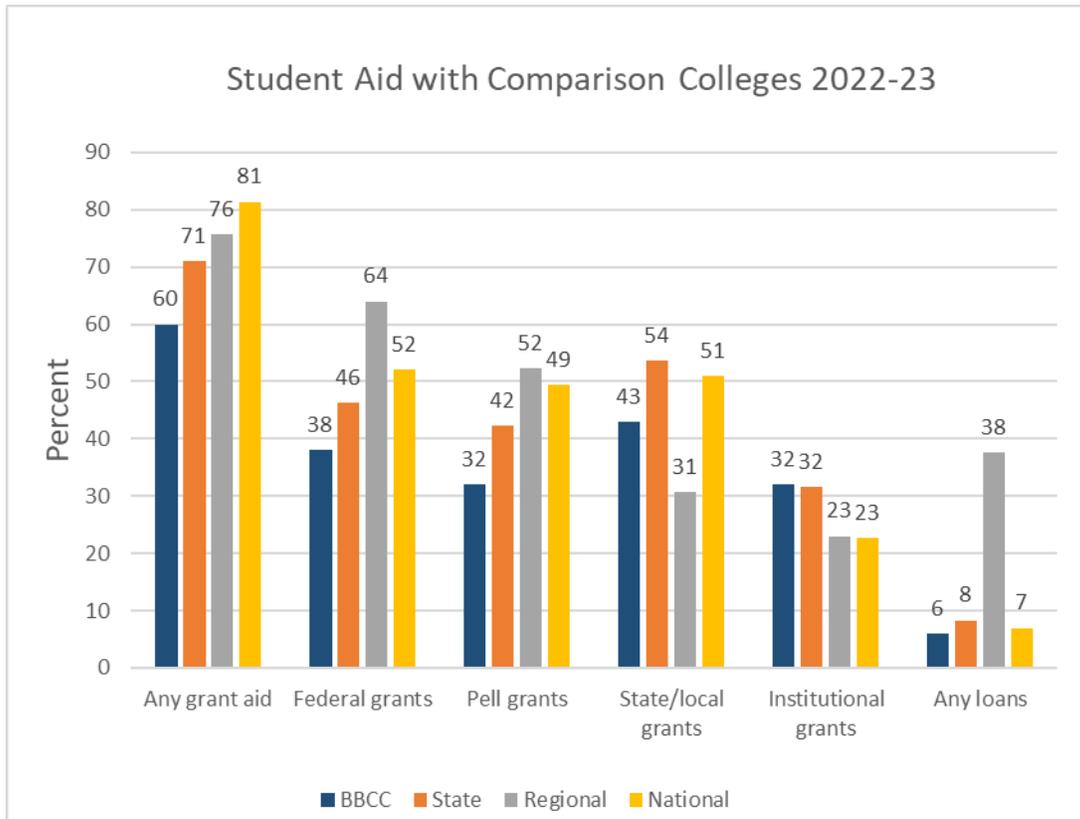
Rural: Fringe: Census-defined rural territory that is less than or equal to 5 miles from an urbanized area, as well as rural territory that is less than or equal to 2.5 miles from an urban cluster.

Fall 2023 Race/Ethnicity



The chart above shows that BBCC has comparable race/ethnicities and gender make-up of our peer institutions allowing the college to gauge student achievement against similar institutions.

Student Aid



Grants are categorized by their funding source into federal, state and local, and institutional grants.

Federal grants primary categories include Pell, Higher Education Emergency Relief Fund, Supplemental Educational Opportunity Grant (SEOG), Basic Food Employment and Training (BFET), and WorkFirst.

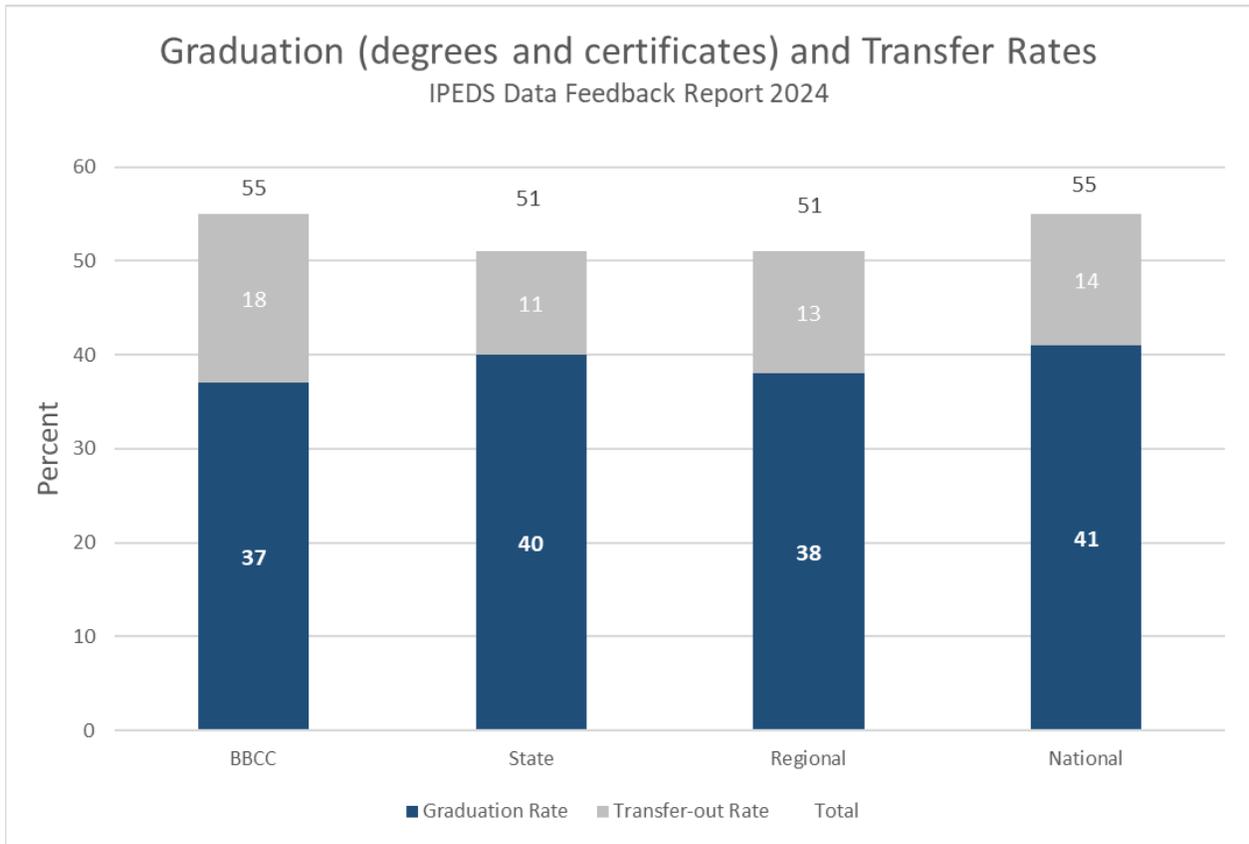
Pell grants are federal grants and the primary source of financial aid for most students.

State and local grants primary categories include Washington College Grant, Washington State Opportunity Grant, College Bound Scholarship, Tuition Waiver, Opportunity Grant, Early Achievers Grant, and Worker Retraining Grant.

Institutional grants primary categories include: Foundation scholarships, outside scholarships, 2.5/3.5% Waivers, Athletic waivers and scholarships.

This provides the college with information on potential opportunities for improvement. BBCC has a much lower percentage of students who receive Federal grants. Only six percent of BBCC students receive loans. BBCC Financial Aid doesn't package loans into a student's financial aid package. If a student wants a loan, they apply for it.

Graduation and Transfer Rates



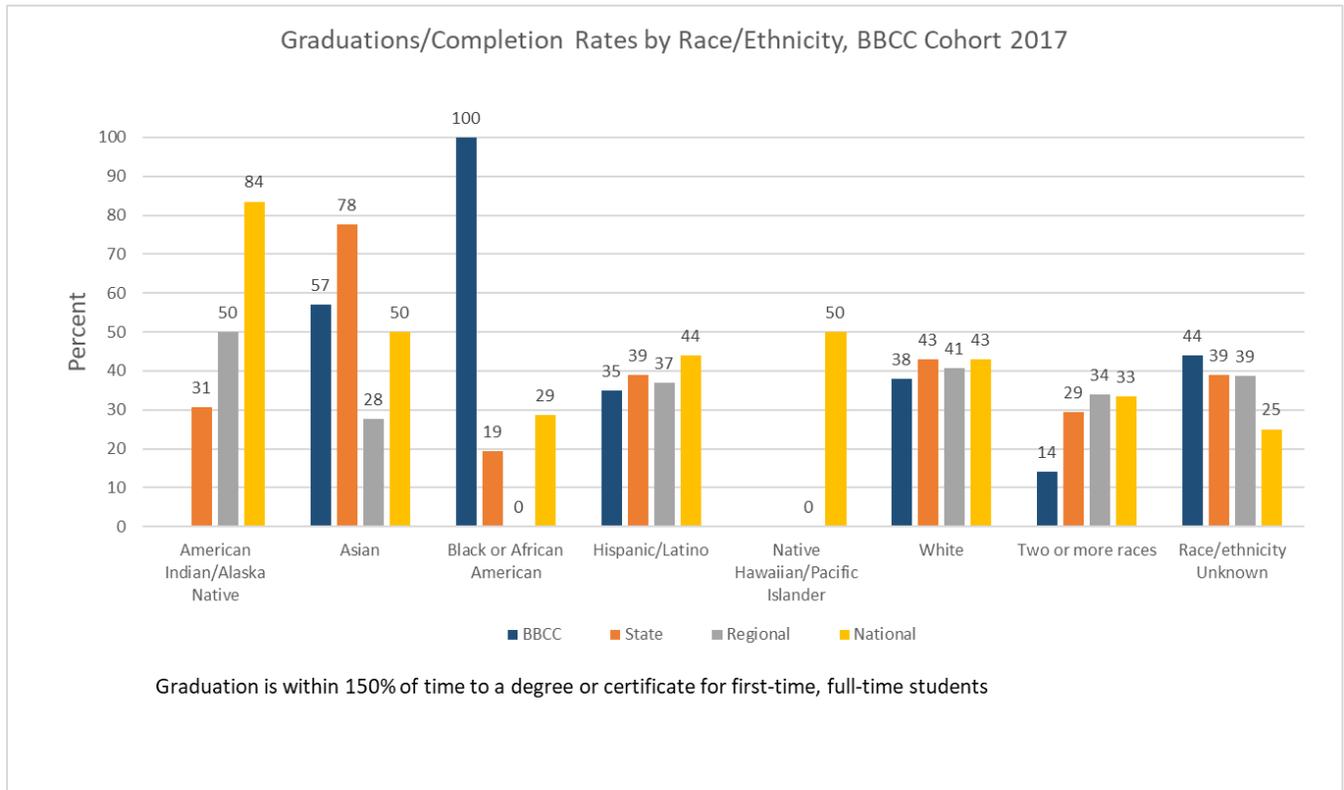
Graduation (degrees and certificates) and Transfer Rates for Full-time, first-time students, IPEDS Report 2024, BCC 2017 Cohort

	Big Bend	State	Regional	National
Graduation	37%	40%	38%	41%
Transfer	18%	11%	13%	14%
Total	55%	51%	51%	55%

IPEDS Graduation (degrees and certificates) and Transfer Rates are the standard measures of student achievement nationally. Graduation rates include students who graduated *and* students who graduated and transferred. Transfer rates include students who transferred without completing a degree or certificate.

BBCC's combined graduation and transfer rate of 55% was higher than the State and Regional Peer Institutions and equal to the National Peer Institutions.

Graduations/Completion Rates by Race/Ethnicity



Hispanic and White students comprise nearly 87% of BBCC’s student population. However, their graduation rates have fallen below those of our Peer Comparison Institutions. Despite this decline, a significant portion of this cohort transferred out before earning a credential. When factoring in both transfer-out and completion rates, Hispanic students reached 50.4%, while White students were at 57.8%.

Appendix C - Major Activities, Tasks for Fulfilling Activities, Persons Responsible

Improving Student Success Major Activities	Tasks to fulfilling activity	Assigned to	Status
Implement ctcLink for Admissions/Registration, Financial Aid, & Instructional Support	Implement ctcLink for Admissions/Registration, Financial Aid, & Instructional Support	Admissions/Registration, Financial Aid, & Instructional Support	Completed
Improve <u>student retention</u> & reduce retention equity gaps by refining and expanding college navigation services	Refine Starfish Early Alerts & Referrals, develop and implement Success Plans, integrate Starfish use into case management work of departments, provide direct services to students, ongoing training of employees, Starfish technical integration with ctcLink	Director of Advising & Retention, Starfish Coordinator, WES, TRiO SSS, Library, A&AS, BEdA	In Progress
	Provide TRIO-like support services for students and address workload questions		In Progress
	Provide a resource guide to new students that also illustrates how resources, including financial supports, will help students succeed.	A&AS, BEdA, WES, TRIO SSS	Completed
	Develop specific equity informed training foci, identify training opportunities (internal, external), link training to department performance & student success metrics	E3-Title V Grant Team, IR	In Progress
	Provide students with trainings about how to utilize technology used in their classes	eLearning, Library, BEdA	In Progress
	Provide technology support, online and with hours outside of 8:00-5:00	BBT, Library	In Progress
Improve student <u>retention</u> & <u>persistence</u> while reducing equity gaps by strengthening advising services	Continue improving annual course planning schedules	Deans, schedulers, faculty, advisors	In Progress
	Improve advising services year-round with ctcLink tools, the website, and other tools	Director of Advising & Retention, Advising Committee, HEART Grant Team	In Progress
	Review and update existing advising maps		In Progress

Improving Student Success Major Activities	Tasks to fulfilling activity	Assigned to	Status
	Provide training and support for academic advisors		In Progress
	Refine advising practices for second year students, completion, transfer, and career advising		In Progress
	Develop transition to campus and college advising for dual enrollment students	Advising Workgroup, BEdA, Dual Enrollment Coordinator	Planning
Improve completion rates in courses of all modalities (face-to-face, hybrid, online) & gatekeeper & HELS (High Enrolled, Low Success) courses to meet the needs of day, evening, online, remote, place bound, on-campus, off-campus students while reducing equity gaps for different student groups	Professional development around online instruction (e.g. use of technology, engaging students, communication with students) combined with implementation support for faculty and training support for students	Instructional Improvement Workgroup, E3-Title V Grant Team	In Progress
	Implement large-scale ESCALA training for faculty	E3-Title V Grant Team	In Progress
	Implement large-scale instructional design training for faculty	Instructional Designer	In Progress
	Develop specific equity-informed training foci, identify training opportunities (internal, external), link training to course success & student success metrics	E3-Title V Grant Team, IR	In Progress
	Implement instructional changes based on assessment of student learning results	Deans & Faculty	In Progress
Improve <u>student persistence</u> while reducing equity gaps by increasing students earning college level math & English credits with accelerated Math & English courses	Refine accelerated English & math instruction	English & Math Departments	In Progress
	Review and update math & English placement practices	English & Math Departments, Testing Center Coordinator	Completed

Improving Student Success Major Activities	Tasks to fulfilling activity	Assigned to	Status
<p><u>Improve student persistence & retention</u> while reducing equity gaps by implementing different instructional strategies</p>	<p>Explore & expand accelerated, flipped, modularized, competency-based learning options - Identify courses to develop or redesign, connect faculty with professional development opportunities activities, redesign courses</p>	<p>Instructional Designer, BAS faculty, E3-Title V Grant Team, Instructional Improvement Workgroup</p>	<p>In Progress</p>
	<p>Increase options for diversity, equity, and inclusion course offerings</p>	<p>Instructional Council</p>	<p>In Progress</p>
	<p>Explore undergraduate research, service learning, subject matter immersion, internship, work-based learning and other active learning opportunities. Secure grant funding to support pilots, engage interested faculty, identify needed staff to support</p>	<p>Math & Science Division, STEM Center Coordinator Career Services Coordinator, Workforce Faculty</p>	<p>In Progress</p>
	<p>Align academic support services with instruction</p>	<p>STEM Center, Writing Center, BAS Program, BEdA, Library, eLearning</p>	<p>In Progress</p>
	<p>Implement instructional changes based on assessment of student learning and program audit results</p>	<p>Deans & Faculty</p>	<p>In Progress</p>
<p><u>Improve student retention and persistence</u> while reducing equity gaps by strengthening procedures and expand opportunities for awarding Credit for Prior Learning (CPL)</p>	<p>Document procedures and fee structure, develop CPL opportunities for BAS classes, explore additional CPL opportunities across all college courses</p>	<p>Director of Admissions/Registration, BEdA, BAS Coordinator</p>	<p>In Progress</p>
<p><u>Improve student persistence & completion & enrollment</u> while reducing equity gaps by launching a Bachelor of Applied Science in Applied Management (BAS-AM) degree</p>	<p>Secure regulatory approvals, market degree, recruit students, develop courses, develop and implement student support model, teach first cohort, complete 2023 NWCCU site visit, start second cohort, expand to off-campus locations</p>	<p>E3-Title V Grant Team, BAS Program</p>	<p>Completed</p>

Improving Student Success Major Activities	Tasks to fulfilling activity	Assigned to	Status
<p>Increase transfer rates while reducing equity gaps_</p>	<p>Establish working partnerships with our primary transfer schools (CWU, EWU, WSU) to develop four year advising maps for top transfer majors from BBCC, establish dual admissions, reduce redundant degree requirements, co-advise, etc. Develop second year student advising experience</p>	<p>Director of Advising & Retention, Retention Coordinator</p>	<p>In Progress</p>
<p><u>Improve student persistence, completion & post graduate success</u> while reducing equity gaps through workforce program development &/or redesign</p>	<p>Launch Agriculture Mechanics Degree</p>	<p>Dean of WF Education, Ag Coordinator, Ag Mechanics Coordinator</p>	<p>On Hold</p>
	<p>Revise Industrial Systems Technology electrical program to train students to a higher level</p>	<p>MPT faculty</p>	<p>In Progress</p>
	<p>Secure distance learning approval for Aviation Maintenance Technology degree</p>	<p>AMT faculty</p>	<p>Completed</p>
	<p>Stay current with industry changes and update programs accordingly</p>	<p>Dean of WF Education, WF faculty</p>	<p>In Progress</p>

Employer of Choice Major Activity	Tasks to fulfilling activity	Assigned to	Status
People and Leader Development	Annual training plans/calendar for leadership development.	HR, EELD	In Process
	Review and update leader competencies	HR, EELD	In Process
	Supervisor Expectations & Accountability	EELD	In Process
	Review and update 360 feedback process	HR and EELD	In Process
	Improve performance evaluation completion rates	E-Team and Cabinet	Ongoing
Climate and Community	Implement workplace norms	E-Team, Cabinet, SGC	In Process
	Onboarding & Orientation	HR and Supervisors	Completed
	Conduct employee satisfaction survey	HR	Completed
	Assess employee survey results and develop plan	E-Team, Cabinet, SGC	In Process
	Develop diversity plan as required by OFM	HR, CEID, Cabinet	Completed
	Negotiate 2021-2023 Faculty CBA	HR, Instruction, Faculty Association	Completed
	Adopt Telework Guidelines as Administrative Procedure	E-Team, Cabinet, SGC	Completed
Improve Internal Communication	Develop BBCC decision-making framework	E-Team, Cabinet, SGC	In Process
Implement ctLink for HR & Payroll	Implement ctLink for HR & Payroll	HR/Payroll	Completed
Improve overall campus climate through Position Alignment	Position descriptions available on Portal	HR	Completed
	Position descriptions reviewed and updated annually by employee and supervisor	HR & supervisors	Ongoing

Employer of Choice Major Activity	Tasks to fulfilling activity	Assigned to	Status
	Communicate salary structures for employee groups	HR	In Process
	Transition part-time hourly jobs to new structure	HR & Supervisors	Completed
	Communicate position review/allocation process	HR	In Process
	Reduce Time to Fill rate for open positions	HR & Screening Committees	Completed

Forward Looking Infrastructure Major Activities	Tasks to fulfilling activity	Assigned to	Status
Implement ctcLink Project	Meet State Board deadlines and have a successful implementation	Business Office, BBT	Completed
Facility Upgrades	Upgrades to Science Labs in 1200 building	M&O	Completed
	Renovation of theater in Wallenstein 1100 building	M&O	Completed
	Install new gym floor	M&O	Completed
	WEC & AMT Building Completion	M&O, VP for Finance & Administration	Completed
Technology Upgrades	Improve network infrastructure in across campus	BBT, M&O	Completed
	Replacement of laptop/docking stations for all employee versus desktop hardware	BBT, M&O	Completed
	Deployment of software-Office 365, Teams; Upgrades to Sharepoint	BBT	Completed
	Technology Plan Update	Facilities Master Planning committee, Academic Plan committee, M&O, BBT	Continuous process
Annual Budget Process	Monitor changes in state allocation process that will impact funding	VP for Finance & Administration, Business Office, Budget managers across campus, Budget Review Taskforce	Continuous process
Financial Statement Audit (Annual)	Continue financial practices that maintain unqualified financial audits.	VP for Finance & Administration, Business Office	Continuous process
Facilities Master Plan - update	Facilities Master Plan - update	Facilities Master Planning committee, Academic Plan committee, M&O	Continuous process

Forward Looking Infrastructure Major Activities	Tasks to fulfilling activity	Assigned to	Status
Continuity of Operations Plans (across campus)	Develop plans	All departments	In Process
Develop Dashboards	Identify dashboards to develop to support strategic plan & implementation strategies, develop dashboards	IR & E3-Title V staff	In Process

Enrollment Growth & Diversification Major Activities	Tasks to fulfilling activity	Assigned to	Status
Bolster <u>total enrollment</u> by determining post-COVID instruction and student support strategies that meet the needs of day, evening, online, remote, place bound, on-campus, off-campus students and improve & sustain virtual student support services accordingly	Utilize technologies such as live Chat, the website, & Signal Vine to improve communication with students	Director of Admissions & Registration, Director of Advising & Retention, WES, E3-Title V Grant Team, BEdA	In Progress
	Refine and expand services offered in online and hybrid modalities, including the new student intake process	Director of Advising & Retention, WES Director	In Progress
	Provide students information about required technology, access to needed technology and information on how to use technology tools	Library Director, eLearning Coordinator, Instructional Designer	Completed
Increase <u>state-funded and dual enrollment</u> by expanding off campus instructional options with a focus on Othello, Quincy, and Mattawa	Establish partnerships with key collaborators in target communities, identify programs to deliver and delivery strategy, provide needed services using virtual and hybrid modalities, identify facility and staffing needs, pilot operations in key locations, develop focused outreach & marketing strategy for specific communities	VP of Learning & Student Success, BEdA, Outreach, Deans of Transfer & Workforce	In Progress
Expand <u>state-funded enrollment</u> with student programs that will attract state-funded students	Grow wrestling programs and recruit full rosters for all athletic teams	Athletic Director	In Progress
	Explore launching an eSports program and/or track & cross country		eSports on hold
	Launch Agriculture Mechanics degree	Dean of Workforce Education	On hold
	Investigate additional academic programs and activities that will attract state-funded students	Dean of Workforce Education, Dean of Arts & Science, IR	In Progress
Expand <u>total enrollment</u> by strengthening pipelines into college	Expand number of students transitioning from Basic Education of Adults (BEdA) program into college level classes	BEdA	In Progress

Enrollment Growth & Diversification Major Activities	Tasks to fulfilling activity	Assigned to	Status
	Expand number of students transitioning from dual enrollment programs into college level classes	Dual Enrollment Coordinator, Director of Admissions & Registration	In Progress
	Grow dual enrollment programs	Dual Enrollment Coordinator	In Progress
	Grow enrollment in existing programs	Dean of Workforce Education, Dean of Transfer & Allied Health, BEdA Director, Public Information Office	In Progress
	Strengthen relationships with feeder high schools to improve transition of high school students to Big Bend	BEdA, Outreach, Dual Enrollment Coordinator	In Progress
	Create a sustainable international studies program	Director of JATP	Planning
Expand <u>state-funded and dual enrollment</u> by developing and implementing an Outreach & Communication Strategy and Create an Implementation Plan for recruiting students	Identify key communities & demographics and focus outreach efforts	Outreach, WES Director, Dean of Workforce	In Progress
	Identify employers with tuition reimbursement for employees	CBIS Director	Planning
	Develop outreach and marketing strategies for specific communities	BEdA Director, WES Director, Outreach Director, Public Information Office	In Progress
	Conduct family focused outreach for high school age students (focus to dual credit students)	BEdA, Outreach,	Planning
	Develop outreach and marketing strategies for working adults	WES Director, BEdA Director, Public Information Office, Director of Title V & Other Grants, Outreach	In Progress
	Market student support resources and give examples of how they help students	Public Information Office, Library	In Progress

Enrollment Growth & Diversification Major Activities	Tasks to fulfilling activity	Assigned to	Status
	Clarify admission process steps, due dates, technology needed and implement student communication plan	Director of Admissions & Registration, Director of Advising & Retention	In Progress
	Provide support and resources to allow a shorter turnaround time between when students ask a question and when they receive a response	Director of Admissions & Registration, E3 Title V Grant Team, Director of Advising & Retention	In Progress
	Use marketing messages that showcase what makes BBCC a 1st choice - BBCC cares about students and their success, has great programs and resources, is a great place to get started	Public Information Office	In Progress

Acronyms

AA&S - Accommodation & Accessibility Services

AP - Administrative Process

APA - American Psychological Association

ARPA - American Rescue Plan Act

ASB - Associated Student Body

AtB - Around the Bend

BAS-AM - Bachelor of Applied Science-Applied Management

BBT - Big Bend Technology

BEaA - Basic Education for Adults

BP - Board Policy

CAMP (grant) - College Assistance Migrant Program

CCRI - Community College Research Initiatives

CEID - Committee for Equity Inclusion and Diversity

CiHS - College in the High School

CPL - Credit for Prior Learning

CTE - Career and Technical Education

CTC - Community and Technical College

CWU - Central Washington University

DSHS - Department of Social and Health Services

DEI - Diversity Equity and Inclusion

DTA - Direct Transfer Agreement

E3 - Expanding Equitable Education

EOC - Educational Opportunity Center

ERG - Employee Rescue Group

ESL - English as a Second Language

EV - Electric Vehicle

EWU - Eastern Washington University

FCS - Facility Condition Survey

FERPA - Family Educational Rights and Privacy Act

GCU - Grand Canyon University

HCM - Human Capital Management

HEERF - Higher Education Emergency Relief Fund

HEP (grant) - High School Equivalency Program

HEART - Healthcare, Enrollment, Academic Retention, and Technology

HEP - High School Equivalence Program

HR - Human Resources

HSI - Hispanic Serving Institution

ICRC - Intercollege Relations Commission

IR - Institutional Research

IST - Industrial Systems Technology

JATP - Japanese Agriculture Training Program

LBGTQIA+ - people who identify as lesbian, gay, bisexual, transgender, queer (or questioning their gender), intersex, asexual, (or their allies)

M&O - Maintenance & Operations

MCO - Master Course Outline

NCW Tech Alliance - North Central Washington Tech Alliance

NEOGOV - Human Resources Software for Government and Public Sector

NSE - New Student Enrollment

NWCCU - Northwest Commission on Colleges and Universities

PDP - Post Secondary Data Portal

SAO - State Auditor's Office

SBCTC - State Board for Community and Technical Colleges

SGC - Shared Governance Council

SNAP - Supplemental Nutrition Assistance Program

SSS - Student Support Services

STEM - science, technology, engineering and math

TANF - Temporary Assistance for Needy Families

UB - Upward Bound

USDE - United State Department of Education

UW - University of Washington

VOIP - Voice over Internet Protocol

WES - Workforce Education Services

WPEA - Washington Public Employees Association

WVC - Wenatchee Valley College

WWU - Western Washington University

Excerpt from the October 10, 2024 Board Meeting Minutes

14. President's Evaluation

Trustee Anna Franz read the 2023-2024 annual performance evaluation of President Tweedy by the Board of Trustees into the record as follows:

“The Board of Trustees extends great appreciation to our President, Dr. Sara Thompson Tweedy, for her continued leadership at Big Bend Community College. In considering the performance of the President as it relates to the college’s ends statements, the Board finds that the institution has met its stated ends during the previous year.

During the last evaluation, the Board encouraged President Tweedy to continue to rise to the challenges presented by competing economic forces that continue to impact enrollments and hiring. The Board also noted its support and anticipation of the planned work in strengthening and deepening the College’s commitment to honoring its role as a Hispanic Serving Institute to meet the Diversity, Equity, and Inclusion End Statement. The Board notes and commends the President on the continued trend of increasing enrollments and the accomplishments to ensure inclusion on our campus including dual language signage, bilingual staff incentives, and the development and implementation of the DEI Strategic Plan.

Great things are happening at Big Bend Community College under President Tweedy’s leadership – including the distinction of being named an Aspen Top 150 College by the Aspen Institute. Efforts in student success can be seen as the number of graduates and degrees awarded has steadily increased since the pandemic; the number of degrees awarded exceeds the College’s IPED target and was much higher than the HSI comparison colleges. The President’s outreach to emerging industries have resulted in partnerships that will benefit both the College as well as the local economy by providing workforce training and financial support for college programs.

The year has not been without its challenges and the Board commends President Tweedy on navigating difficult decisions regarding economic stability and sustainable resources for the College. In regards to the Stewardship end statement, the Board notes its concern shared with President Tweedy regarding the need to use reserves in the budget and encourages President Tweedy’s ongoing management to minimize or eliminate the need to use those reserves to ensure the long term financial sustainability of the college as was done with the 2023-2024 budget. Otherwise, the Board looks forward to another successful year of increasing enrollment, student success, and community partnerships.”

Motion 24-30

Trustee Anna Franz moved to approve the 2023-2024 annual performance evaluation of President Tweedy as presented. Trustee Gary Chandler seconded, and the motion passed.



BOARD EVALUATION

Information

Description

Prepared materials/references for the Board of Trustees' Evaluation segment of the Board of Trustees retreat are as follows:

Evaluate Policy Governance BP1000

- [Board Policy 1000 Policy Governance, Bylaws](#)
- Policy Governance and Board Evaluation Tool

2024-25 Board Self Evaluation Statement

- 2024-25 Board Goals
- 2024-25 Board Agendas
- 2024-25 Motions
- 10/10/24, 12/12/24 Board Self Evaluation Statement

2025-26 Board Goals

- 2025-26 Board Meeting Planning Matrix of Topics
 - Draft 2025 Calendar
-

Prepared by the President's Office

POLICY GOVERNANCE AND BOARD EVALUATION SHEET

Indicate the level of accomplishment of each item by circling the rating number. Additionally, please indicate if you would like to “continue” or “modify” each of the following components of your Policy Governance. [*If modification is checked please write your proposed modification in the space below the item.]

<p><u>ENDS</u></p> <p>E-1 Student Success Big Bend Community College provides the entire district with access to learning opportunities, assists students in completion of their educational and workforce development goals, develops skills for continued learning, and maintains high academic standards. (If less than 4 – what area(s) should be improved)</p>	<p><u>Outcomes Accomplished?</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Failed to Accomplish</td> <td style="text-align: center;">Moderately Accomplished</td> <td style="text-align: center;">Fully Accomplished</td> </tr> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">4</td> <td style="text-align: center;">4</td> </tr> </table>	Failed to Accomplish	Moderately Accomplished	Fully Accomplished	0	1	2	3	4	4
Failed to Accomplish	Moderately Accomplished	Fully Accomplished								
0	1	2								
3	4	4								
CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/>										

<p><u>ENDS</u></p> <p>E-2 Community Engagement <i>Big Bend Community College supports economic development by nurturing community and industry partnerships to enhance access and service to our district.</i> (If less than 4 – what area(s) should be improved)</p>	<p><u>Outcomes Accomplished?</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Failed to Accomplish</td> <td style="text-align: center;">Moderately Accomplished</td> <td style="text-align: center;">Fully Accomplished</td> </tr> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">4</td> <td style="text-align: center;">4</td> </tr> </table>	Failed to Accomplish	Moderately Accomplished	Fully Accomplished	0	1	2	3	4	4
Failed to Accomplish	Moderately Accomplished	Fully Accomplished								
0	1	2								
3	4	4								
CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/>										

<p>ENDS <i>(*Board Evaluation Item)</i> E-3 Stewardship <i>Big Bend Community College acts as a responsible steward of resources by promoting accountability, sustainability, ethics, and prudent resource management to provide quality and affordable resources to our district (If less than 4 – what area(s) should be improved)</i></p>	<p>Outcomes Accomplished?</p> <table border="0"> <tr> <td>Failed to Accomplish</td> <td>Moderately Accomplished</td> <td>Fully Accomplished</td> </tr> <tr> <td>0</td> <td>1</td> <td>2</td> </tr> <tr> <td>3</td> <td>4</td> <td></td> </tr> </table>	Failed to Accomplish	Moderately Accomplished	Fully Accomplished	0	1	2	3	4	
Failed to Accomplish	Moderately Accomplished	Fully Accomplished								
0	1	2								
3	4									
<p>CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/></p>										

<u>ENDS</u>	<u>Outcomes Accomplished?</u>				
E-4 Diversity, Equity, Inclusion <i>Big Bend Community College fosters inclusiveness for students, employees, and visitors by maintaining a safe learning environment promoting cultural inclusiveness and respect by embracing diversity, access, opportunity, and equity. (If less than 4 – what area(s) should be improved)</i>	Failed to Accomplish	Moderately Accomplished	Fully Accomplished		
	0	1	2	3	4
CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/>					

<u>EXECUTIVE LIMITATIONS</u>	
EL-1 General Executive Restraints (If no, what needs to change?)	Appropriate? Yes ___ No ___
CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/>	

<u>EXECUTIVE LIMITATIONS</u>	
EL-2 Respect for Students (If no, what needs to change?)	Appropriate? Yes ___ No ___
CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/>	

<u>EXECUTIVE LIMITATIONS</u>	
EL-3 Respect for Community Members (If no, what needs to change?)	Appropriate? Yes ___ No ___
CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/>	

<p><u>EXECUTIVE LIMITATIONS</u></p> <p>EL-4 Respect for Employees (If no, what needs to change?)</p>	<p>Appropriate?</p> <p>Yes ___ No ___</p>
<p>CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/></p>	

<p><u>EXECUTIVE LIMITATIONS</u></p> <p>EL-5 Ethical Conduct (If no, what needs to change?)</p>	<p>Appropriate?</p> <p>Yes ___ No ___</p>
<p>CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/></p>	

<p><u>EXECUTIVE LIMITATIONS</u></p> <p>EL-6 Asset Protection (If no, what needs to change?)</p>	<p>Appropriate?</p> <p>Yes ___ No ___</p>
<p>CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/></p>	

<p><u>EXECUTIVE LIMITATIONS</u></p> <p>EL-7 Financial Planning (If no, what needs to change?)</p>	<p>Appropriate? Yes ___ No ___</p>
<p>CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/></p>	

<p><u>EXECUTIVE LIMITATIONS</u></p> <p>EL-8 Financial Condition & Activity (If no, what needs to change?)</p>	<p>Appropriate? Yes ___ No ___</p>
<p>CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/></p>	

<p><u>EXECUTIVE LIMITATIONS</u></p> <p>EL-9 Communication & Support to the Board (If no, what needs to change?)</p>	<p>Appropriate? Yes ___ No ___</p>
<p>CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/></p>	

<p><u>EXECUTIVE LIMITATIONS</u></p> <p>EL-10 Emergency Executive Succession (If no, what needs to change?)</p>	<p>Appropriate? Yes ___ No ___</p>
<p style="text-align: center;">CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/></p>	

<p><u>GOVERNANCE PROCESS</u> <i>(*Board Evaluation Item)</i></p> <p>GP-1 Governance Commitment (If less than 4 – what area(s) should be improved)</p>	<p><u>Outcomes Accomplished?</u></p> <table border="0"> <tr> <td>Failed to</td> <td>Moderately</td> <td>Fully</td> <td></td> <td></td> </tr> <tr> <td>Accomplish</td> <td>Accomplished</td> <td>Accomplished</td> <td></td> <td></td> </tr> <tr> <td>0</td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> </tr> </table>	Failed to	Moderately	Fully			Accomplish	Accomplished	Accomplished			0	1	2	3	4
Failed to	Moderately	Fully														
Accomplish	Accomplished	Accomplished														
0	1	2	3	4												
<p style="text-align: center;">CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/></p>																

<p><u>GOVERNANCE PROCESS</u> <i>(*Board Evaluation Item)</i></p> <p>GP-2 Governing Style (If less than 4 – what area(s) should be improved)</p>	<p><u>Outcomes Accomplished?</u></p> <table border="0"> <tr> <td>Failed to</td> <td>Moderately</td> <td>Fully</td> <td></td> <td></td> </tr> <tr> <td>Accomplish</td> <td>Accomplished</td> <td>Accomplished</td> <td></td> <td></td> </tr> <tr> <td>0</td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> </tr> </table>	Failed to	Moderately	Fully			Accomplish	Accomplished	Accomplished			0	1	2	3	4
Failed to	Moderately	Fully														
Accomplish	Accomplished	Accomplished														
0	1	2	3	4												
<p style="text-align: center;">CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/></p>																

<p><u>GOVERNANCE PROCESS</u> <i>(*Board Evaluation Item)</i> GP-3 Board Job Descriptions (If less than 4 – what area(s) should be improved)</p>	<p><u>Outcomes Accomplished?</u> Failed to Accomplish Moderately Accomplished Fully Accomplished</p> <p>0 1 2 3 4</p>
<p>CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/></p>	

<p><u>GOVERNANCE PROCESS</u> GP-4 Chair’s Role (If less than 4 – what area(s) should be improved)</p>	<p><u>Outcomes Accomplished?</u> Failed to Accomplish Moderately Accomplished Fully Accomplished</p> <p>0 1 2 3 4</p>
<p>CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/></p>	

<p><u>GOVERNANCE PROCESS</u> GP-5 Board Members Code of Ethics (If less than 4 – what area(s) should be improved)</p>	<p><u>Outcomes Accomplished?</u> Failed to Accomplish Moderately Accomplished Fully Accomplished</p> <p>0 1 2 3 4</p>
<p>CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/></p>	

<p><u>GOVERNANCE PROCESS</u></p> <p>GP-6 Cost of Governance (If less than 4 – what area(s) should be improved)</p>	<p><u>Outcomes Accomplished?</u></p> <table border="0"> <tr> <td>Failed to Accomplish</td> <td>Moderately Accomplished</td> <td>Fully Accomplished</td> </tr> <tr> <td>0</td> <td>1 2 3</td> <td>4</td> </tr> </table>	Failed to Accomplish	Moderately Accomplished	Fully Accomplished	0	1 2 3	4
Failed to Accomplish	Moderately Accomplished	Fully Accomplished					
0	1 2 3	4					
<p>CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/></p>							

<p><u>GOVERNANCE PROCESS</u></p> <p>GP-7 Naming of Facilities (If less than 4 – what area(s) should be improved)</p>	<p><u>Outcomes Accomplished?</u></p> <table border="0"> <tr> <td>Failed to Accomplish</td> <td>Moderately Accomplished</td> <td>Fully Accomplished</td> </tr> <tr> <td>0</td> <td>1 2 3</td> <td>4</td> </tr> </table>	Failed to Accomplish	Moderately Accomplished	Fully Accomplished	0	1 2 3	4
Failed to Accomplish	Moderately Accomplished	Fully Accomplished					
0	1 2 3	4					
<p>CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/></p>							

<p><u>GOVERNANCE PROCESS</u></p> <p>GP-8 By Laws of Community College District #18 (If less than 4 – what area(s) should be improved)</p>	<p><u>Outcomes Accomplished?</u></p> <table border="0"> <tr> <td>Failed to Accomplish</td> <td>Moderately Accomplished</td> <td>Fully Accomplished</td> </tr> <tr> <td>0</td> <td>1 2 3</td> <td>4</td> </tr> </table>	Failed to Accomplish	Moderately Accomplished	Fully Accomplished	0	1 2 3	4
Failed to Accomplish	Moderately Accomplished	Fully Accomplished					
0	1 2 3	4					
<p>CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/></p>							

<p><u>BOARD-STAFF LINKAGE</u> <i>(*Board Evaluation Item)</i></p> <p>BSL-1 Chief Executive Role (If less than 4 – what area(s) should be improved)</p>	<p><u>Outcomes Accomplished?</u></p> <table border="0"> <tr> <td>Failed to Accomplish</td> <td>Moderately Accomplished</td> <td>Fully Accomplished</td> </tr> <tr> <td>0</td> <td>1</td> <td>2 3 4</td> </tr> </table>	Failed to Accomplish	Moderately Accomplished	Fully Accomplished	0	1	2 3 4
Failed to Accomplish	Moderately Accomplished	Fully Accomplished					
0	1	2 3 4					
CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/>							

<p><u>BOARD-STAFF LINKAGE</u> <i>(*Board Evaluation Item)</i></p> <p>BSL-2 Delegation to the President (If less than 4 – what area(s) should be improved)</p>	<p><u>Outcomes Accomplished?</u></p> <table border="0"> <tr> <td>Failed to Accomplish</td> <td>Moderately Accomplished</td> <td>Fully Accomplished</td> </tr> <tr> <td>0</td> <td>1</td> <td>2 3 4</td> </tr> </table>	Failed to Accomplish	Moderately Accomplished	Fully Accomplished	0	1	2 3 4
Failed to Accomplish	Moderately Accomplished	Fully Accomplished					
0	1	2 3 4					
CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/>							

<p><u>BOARD-STAFF LINKAGE</u> <i>(*Board Evaluation Item)</i></p> <p>BSL-3 President’s Job Description (If less than 4 – what area(s) should be improved)</p>	<p><u>Outcomes Accomplished?</u></p> <table border="0"> <tr> <td>Failed to Accomplish</td> <td>Moderately Accomplished</td> <td>Fully Accomplished</td> </tr> <tr> <td>0</td> <td>1</td> <td>2 3 4</td> </tr> </table>	Failed to Accomplish	Moderately Accomplished	Fully Accomplished	0	1	2 3 4
Failed to Accomplish	Moderately Accomplished	Fully Accomplished					
0	1	2 3 4					
CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/>							

<u>BOARD-STAFF LINKAGE</u>	<u>Outcomes Accomplished?</u>				
<i>(*Board Evaluation Item)</i>	Failed to	Moderately	Fully		
BSL-4 Monitoring Presidential Performance (If less than 4 – what area(s) should be improved)	Accomplish	Accomplished	Accomplished		
	0	1	2	3	4
CONTINUE <input type="checkbox"/> MODIFY* <input type="checkbox"/>					



2024-25 BOARD GOALS

Information

Description

1. Develop a clear method of monitoring Big Bend Community College's Ends Statements including the identification of indicators which measure the performance of the institution relative to the Ends. Excerpt from Board of Trustees [December 12, 2024, meeting minutes](#) regarding Goal #1:
"The performance measurement process introduced at the August Board Retreat was revisited, with the recommendation to move forward with its implementation as originally presented. It was further noted that the Mission Fulfillment Report is typically released in April/May, aligning with the trustee assessment to occur at the 2025 August Retreat."
 2. Advance equity, diversity, and inclusion by reviewing policies to ensure support of operational equity, diversity, and inclusion programs. (Approved [October 10, 2024](#).)
 3. Establish an annual calendar of Board study session topics by using the Washington State Association of College Trustees' Trustee Tuesday program to ensure professional development of Board members. (Approved [October 10, 2024](#).)
-

Prepared by the President's Office

**BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT NO. 18
BOARD OF TRUSTEES Quorum Notice
7662 Chanute St NE
ATEC, Masto Conference Center
Moses Lake, WA 98837**

July 24, 2024

The Board of Trustees of Community College District 18 have scheduled a Special Board Meeting Wednesday, July 24, 2024 at 10:00 a.m.. The trustees will discuss and act on WAC revisions to the Student Code of Conduct.

Purpose: 1. WACs related to the Student Code of Conduct.

Information: Contact Matt Killebrew, Director of Communications (793-2003) or President Sara Thompson Tweedy (509-793-2001), Big Bend Community College.

Big Bend Community College Board of Trustees Retreat
Quincy Business & Event Center, Thursday, August 29, 2024, 9:00 a.m.

1. Negotiated Agreement (Action Item)

Summary sheet from Kim Garza, Board Chair signs. VP Garza, Humpherys, Schoonmaker and Faculty Assoc President Tyler Wallace will attend via Zoom.

2. Update on Tenure (Information Item)

VP Garza, Humpherys, Schoonmaker and Faculty Assoc President Tyler Wallace will attend via Zoom.

3. Trustee Sub-Committee Reports (Information Item)

- Develop a clear method of monitoring Big Bend Community College's Ends Statements including the identification of indicators which measure the performance of the institution relative to the Ends. (Led by **Anna Franz, Gary Chandler**)
 - BOT Ends Metrics Document
- Advance equity, diversity, and inclusion by reviewing policies to ensure support of operational equity, diversity, and inclusion programs. (Led by **Amy Parris, Bethany Martinez**)
 - Ideas for DEI Implementation, Forbes article
 - List of Board Policies with revision dates
- Establish an annual calendar of board study session topics to ensure professional development of Board members. (Led by **Juanita Richards, Gary Chandler**)
 - Draft 2024-25 Calendar

Noon: Lunch Break

4. Discussion related to President's Evaluation (Information Item)

- Review President's Evaluation Process
 - BP1000 BSL President's Evaluation Process
 - President's Evaluation Tool
 - President's Completed Self Evaluation for 2023-24 (paper copy available at retreat)
 - BOT Ends Metrics Document
 -
- 2023-24 President's Evaluation Statement
 - 2024 Mission Fulfillment Report
 - October 12, 2023, President's Evaluation Statement
 - President's Completed Self Evaluation for 2023-24 (paper copy available at retreat)

5. Board Evaluations (Information Item)

- Evaluate Policy Governance BP1000
 - BP1000
 - Policy Governance and Board Evaluation Tool
- 2023-24 Board Self Evaluation Statement
 - 2023-24 Board Goals
 - Board Goal Updates
 - 2023-24 Board Agendas
 - 2023-24 Motions
 - October 12, 2023, Board Self Evaluation Statement
- 2024-25 Board Goals
 - 2023-24 Board Goals
 - Draft 2024-25 Calendar

Additional Reference Information

August 23, 2023, Board Retreat Minutes

BIG BEND COMMUNITY COLLEGE DISTRICT NO. 18 BOARD AGENDA

Regular Board Meeting

7662 Chanute Street NE, Moses Lake, Washington 98837

Thursday, October 10, 2024, 1:30 p.m.

In-Person

1. Call to Order/Roll Call
 2. Mission Moments – Phi Theta Kappa Introductions
 3. Public comment
 4. Consent Agenda **(E-1, E-2, E-3, E-4)**
 - a. Meeting Minutes June 6, July 24, August 29, 2024 (action)
 - b. Accreditation (Information)
 - c. Assessment
 - d. Student Services (Information)
 - e. Finance & Administration Report (Information)
 - f. Human Resources Report (Information)
 - g. Foundation Report (Information)
 5. Faculty Updates – Faculty Association President Dr. Tyler Wallace **(E-1, Information)**
 6. ASB Update – ASB President
 7. President's Update
 - a. Enrollment Report **(E-1, Information)**
 - b. Tuition Collection Report **(E-3, Information)**
 - c. OFM Budget Error **(E-3, Information)**
- Executive Session – President Tweedy/Trustees*
8. 2024-25 Proprietary Budget Presentation – Director Jackson Wilks **(E-3 Action)**
 9. Exceptional Faculty Award Presentation Ryan Duvall **(E-1, Information)**
 10. WAC Revisions for Review – Dean Andre' Guzman **(E-1, E-2, E-3, E-4 Review)**
 11. BP1000 for Revisions – Trustees **(E-1, E-2, E-3, E-4 Information/Action)**
 12. Board Policies for Review – President Tweedy **(E-1, E-2, E-3, E-4 Review)**
 13. Board Chair Matrix – Trustees **(E-1, E-2, E-3, E-4 Information)**
 14. President's Evaluation **(E-1, E-2, E-3, E-4 Information/Action)**
 15. Board's Self-Evaluation and Goals **(E-1, E-2, E-3, E-4 Information/Action)**
 16. Assessment of Board Activity (submitted in writing) – Trustees **(E-2, Information)**
 17. Big Bend in the Community/Board Meetings – President Tweedy **(E-1, E-2, E-3, E-4 Information/Action)**
 18. Draft 2025 Board Meeting Schedule **(E-3, Action)**
 19. Next Regularly Scheduled Board Meeting – Trustees **(E-1, E-2, E-3, E-4 Information/Action)**
 20. Miscellaneous – Trustees, President Tweedy **(E-1, E-2, E-3, E-4 Information/Action)**
 21. Adjournment

The Board may adjourn to an **Executive Session to discuss items provided for in RCW 42.30.110 (1):** (b) to consider the selection of a site or the acquisition of real estate by lease or purchase; (c) to consider the minimum price at which real estate will be offered for sale or lease; (d) to review negotiations on the performance of a publicly bid contract; (f) to receive and evaluate complaints or charges brought against a public officer or employee; **(g) to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee;** (h) to evaluate the qualifications of a candidate for appointment to elective office; (i) to discuss with legal counsel representing the agency matters relating to agency enforcement actions or litigation or potential litigation.

NEXT REGULAR MEETING:

Thursday, December 12, 2024 (Regular)

If you are a person with a disability and require an accommodation while attending the meeting, please contact the President's Office at 509.793-2001 (or TDD 509.793.2325) as soon as possible to allow sufficient time to make arrangements.

BIG BEND COMMUNITY COLLEGE DISTRICT NO. 18 BOARD AGENDA
Regular Board Meeting

Othello School District Boardroom
1025 South 1st Avenue, Othello, Washington 99344
Thursday, December 12, 2024, 1:30 p.m.
In-Person

1. Call to Order/Roll Call
2. Public Comment
3. Consent Agenda **(E-1, E-2, E-3, E-4)**
 - a. Meeting Minutes October 10, 2024 **(Action)**
 - b. Accreditation **(Information)**
 - c. Assessment and Student Success **(Information)**
 - d. Finance and Administration **(Information)**
 - e. Human Resources and Labor Management **(Information)**
 - f. Foundation **(Information)**
4. Faculty Update – Faculty Association President – Dr. Tyler Wallace **(E-1, Information)**
5. ASB Update – ASB President Devry Lausch
6. WAC Revisions for Approval – Bryce Humpherys **(E-1, E-2, E-3, E-4 Action)**
7. Board Self-Evaluation and Goals – Trustees **(E-1, E-2, E-3, E-4 Information/Action)**
8. President’s Contract – Trustees **(E-3, Information/Action)**
9. Board Policy 1000 Revision Approval – Trustees **(E-1, E-2, E-3, E-4 Action)**
10. Board Policy 6111 Revision Review – Trustees **(E-1, E-2, E-3, E-4 Information)**
11. Board Policies for Review – Trustees **(E-1, E-2, E-3, E-4 Review)**
12. Assessment of Board Activity (submitted in writing) – Trustees **(E-2, Information)**
13. Next Regularly Scheduled Board Meeting – Trustees **(E-1, E-2, E-3, E-4 Information/Action)**
14. Miscellaneous – Trustees, President Tweedy **(E-1, E-2, E-3, E-4 Information/Action)**
 - a. Partnerships and Pathways to Higher Education
15. Executive Session – Trustees, President Tweedy
16. Adjournment

The Board may adjourn to an **Executive Session to discuss items provided for in RCW 42.30.110 (1):** (b) to consider the selection of a site or the acquisition of real estate by lease or purchase; (c) to consider the minimum price at which real estate will be offered for sale or lease; (d) to review negotiations on the performance of a publicly bid contract; (f) to receive and evaluate complaints or charges brought against a public officer or employee; **(g) to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee;** (h) to evaluate the qualifications of a candidate for appointment to elective office; (I) to discuss with legal counsel representing the agency matters relating to agency enforcement actions or litigation or potential litigation.

NEXT REGULAR MEETING:
Thursday, January 23, 2025 (Regular)

If you are a person with a disability and require accommodation while attending the meeting, please contact the President’s Office at (509) 793-2001 [or TDD (509) 793-2325] as soon as possible to allow sufficient time to make arrangements.



**BIG BEND COMMUNITY COLLEGE DISTRICT NO. 18
BOARD OF TRUSTEES**

Regular Meeting Agenda

7662 Chanute Street NE, Moses Lake, Washington
Thursday, January 23, 2025 - 1:30 p.m.

1. Call to Order Chair Amy Parris
 - a. Roll Call
 - b. Public Comment

 2. Mission Moments

 3. Consent Agenda Action E-1/2/3/4 Chair Amy Parris
 - a. Meeting Minutes December 12, 2024
 - b. Accreditation
 - c. Assessment and Student Success
 - d. Finance and Administration
 - e. Human Resources and Labor
 - f. Foundation

 4. Reports and Updates Dr. Tyler Wallace
 - a. Faculty Update E-1 Devry Lausch
 - b. ASB Update Dr. Sara Thompson Tweedy
 - c. President's Report
 - i. Enrollment Update E-1
 - ii. Tuition Collection Report E-3
 - iii. Legislative Overview / Priorities E-3

 5. Business Chair Amy Parris, Trustees
 - a. Board Policy 6111 Revision Action E-1/2/3/4 Chair Amy Parris, Trustees
 - b. Board Policies for DEI Review Review E-1/2/3/4 Dr. Sara Thompson Tweedy
 - c. Probationary Tenure Review E-1 Chair Amy Parris, Trustees
 - d. December Board Meeting in Othello Review E-1/2/3/4 Trustees
 - e. Assessment of Board Activity E-2

 6. Miscellaneous E-1/2/3/4

 7. **Executive Session** Trustees, Dr. Sara Thompson Tweedy

 8. Next Regularly Scheduled Meeting E-1/2/3/4 Trustees
 - a. March 20, 2025

 9. Adjournment Chair Amy Parris
-

If you are a person with a disability and require accommodation while attending the meeting, please contact the President's Office at (509) 793-2001 [or TDD (509) 793-2325] as soon as possible to allow sufficient time to make arrangements.



**BIG BEND COMMUNITY COLLEGE DISTRICT NO. 18
BOARD OF TRUSTEES**

Regular Meeting Agenda

7662 Chanute Street NE, Moses Lake, Washington
Masto A/B Conference Room
Thursday, March 20, 2025 - 9:00 a.m.

- | | | | |
|-----|--|------------------|------------------------------------|
| 1. | Call to Order | | Chair Amy Parris |
| | a. Roll Call | | |
| | b. Public Comment | | |
| 2. | Mission Moments | | Chair Amy Parris |
| | a. Criminal Justice Club | | |
| | b. New Staff Welcome & Introductions | | |
| 3. | Consent Agenda | Action E-1/2/3/4 | Chair Amy Parris |
| | a. Meeting Minutes January 23, 2025 | | |
| | b. Accreditation | | |
| | c. Assessment and Student Success | | |
| | d. Finance and Administration | | |
| | e. Human Resources and Labor | | |
| | f. Foundation | | |
| 4. | Reports and Updates | | |
| | a. Faculty Update | E-1 | Dr. Tyler Wallace |
| | b. ASB Update | | Devry Lausch |
| | c. President's Report | | Dr. Sara Thompson Tweedy |
| | i. Enrollment Update | E-1 | |
| | ii. Legislative Update | E-3 | |
| 5. | Business | | |
| | a. Exceptional Faculty Award | Action E-1/2/3/4 | Dr. Sara Thompson Tweedy |
| | b. ACT Awards Nominations | E-1/2/3/4 | Chair Amy Parris |
| | c. Board Policies for DEI Review | Review E-1/2/3/4 | Chair Amy Parris, Trustees |
| | d. Board Policy 6300 Athletics Revision | Review E-1/2/3/4 | Chair Amy Parris, Trustees |
| | e. Board Policy 6400 Honorary Degrees Revision | Review E-1/2/3/4 | Chair Amy Parris, Trustees |
| | f. Assessment of Board Activity | E-2 | Trustees |
| 6. | Miscellaneous | E-1/2/3/4 | |
| 7. | Next Regularly Scheduled Meeting | E-1/2/3/4 | Trustees |
| | a. May 1, 2025 | | |
| 8. | Executive Session | | Trustees, Dr. Sara Thompson Tweedy |
| 9. | Probationary Tenure Review | Action E-1 | Dr. Sara Thompson Tweedy |
| 10. | Adjournment | | Chair Amy Parris |
-

If you are a person with a disability and require accommodation while attending the meeting, please contact the President's Office at (509) 793-2001 [or TDD (509) 793-2325] as soon as possible to allow sufficient time to make arrangements.



**BIG BEND COMMUNITY COLLEGE DISTRICT NO. 18
BOARD OF TRUSTEES**

Regular Meeting Agenda

7662 Chanute Street NE, Moses Lake, Washington
Hardin Community Room
Thursday, May 1, 2025 – 1:30 p.m.

- | | | | |
|----|----------------------------------|--|--|
| 1. | Call to Order | | Chair Amy Parris |
| | a. | Roll Call | |
| | b. | Public Comment | |
| 2. | Mission Moments | | Chair Amy Parris |
| | a. | M.E.Ch.A. Club | |
| | b. | New Staff Welcome & Introductions | |
| 3. | Consent Agenda | Action E-1/2/3/4 | Chair Amy Parris |
| | a. | Meeting Minutes March 20, 2025 | |
| | b. | Student Success and Accreditation | |
| | c. | Assessment | |
| | d. | Finance and Administration | |
| | e. | Human Resources and Labor | |
| | f. | Foundation | |
| 4. | Reports and Updates | | |
| | a. | Faculty Update | E-1 Dr. Tyler Wallace |
| | b. | ASB Update | Devry Lausch |
| | c. | President's Report | Dr. Sara Thompson Tweedy |
| | i. | Enrollment Report | E-1 |
| | ii. | Operating Budget, Revenue,
Expense Report | E-3 |
| | iii. | Legislative Report | E-3 |
| 5. | Business | | |
| | a. | ACT Awards Recipients | E-1/2/3/4 Chair Amy Parris |
| | b. | Board Policies for DEI Review | Review E-1/2/3/4 Chair Amy Parris, Trustees |
| | c. | BP 3015 Admin/Exempt Staff
Performance Evaluations Revision | Review E-1/2/3/4 Chair Amy Parris, Trustees |
| | d. | BP 6300 Athletics Revision | Action E-1/2/3/4 Chair Amy Parris, Trustees |
| | e. | BP 6400 Honorary Degrees Revision | Action E-1/2/3/4 Chair Amy Parris, Trustees |
| | f. | Graduation Activities | E-1/2/3/4 Chair Amy Parris, Trustees |
| | g. | Assessment of Board Activity | E-2 Chair Amy Parris, Trustees |
| 6. | Miscellaneous | E-1/2/3/4 | |
| 7. | Next Regularly Scheduled Meeting | E-1/2/3/4 | Chair Amy Parris, Trustees |
| | a. | June 5, 2025 | |
| 8. | Executive Session | | Trustees, Dr. Sara Thompson
Tweedy |
| 9. | Adjournment | | Chair Amy Parris |

If you are a person with a disability and require accommodation while attending the meeting, please contact the President's Office at (509) 793-2001 [or TDD (509) 793-2325] as soon as possible to allow sufficient time to make arrangements.



**BIG BEND COMMUNITY COLLEGE DISTRICT NO. 18
BOARD OF TRUSTEES**

Regular Meeting Agenda

7662 Chanute Street NE, Moses Lake, Washington
Hardin Community Room
Thursday, June 5, 2025 – 1:30 p.m.

- | | | | |
|----|--|-----------------------------|--|
| 1. | Call to Order | | Chair Amy Parris |
| | a. Roll Call | | |
| | b. Public Comment | | |
| 2. | Mission Moments | | Chair Amy Parris |
| | a. Creative Writing Club | | |
| | b. New Staff Welcome & Introductions | | |
| 3. | Consent Agenda | Action E-1/2/3/4 | Chair Amy Parris |
| | a. Meeting Minutes May 1, 2025 | | |
| | b. BP 3015 Admin/Exempt Staff Performance Evaluations Revision | Action 2 nd Read | |
| | c. Student Success, Assessment, Accreditation | | |
| | d. Finance and Administration | | |
| | e. Human Resources and Labor | | |
| | f. Foundation | | |
| 4. | Reports and Updates | | |
| | a. Faculty Update | E-1 | Dr. Tyler Wallace |
| | b. Exceptional Faculty Presentation | E-1 | Mercedes Gonzalez-Aller |
| | c. ASB Update | | Selyla Gonzalez Hueso |
| | d. President's Report | | Dr. Sara Thompson Tweedy |
| | i. Enrollment Report | E-1 | |
| | ii. Operating/Revenue/Expense Report | E-3 | |
| | iii. Employee Recognition | E-1/2/3/4 | |
| | iv. Legislative Report | E-3 | |
| 5. | Business | | |
| | a. 2025-26 Operating Budget | Action E-1/2/3/4 | Dr. Sara Thompson Tweedy
VP Daneen Berry-Guerin |
| | b. 2024-25 Mission Fulfillment Report | E-1/2/3/4 | Dr. Sara Thompson Tweedy |
| | c. Board Policies for DEI Review | Review E-1/2/3/4 | Chair Amy Parris, Trustees |
| | d. Board Chair Matrix | Action E-1/2/3/4 | Dr. Sara Thompson Tweedy |
| | e. Board Retreat Planning, Goals | E-1/2/3/4 | Chair Amy Parris, Trustees |
| | f. Graduation Overview | E-1/2/3/4 | Chair Amy Parris, Trustees |
| | g. Assessment of Board Activity | E-2 | Chair Amy Parris, Trustees |
| 6. | Miscellaneous | E-1/2/3/4 | |
| 7. | Next Regularly Scheduled Meeting | E-1/2/3/4 | Chair Amy Parris, Trustees |
| | a. August 28, 2025 | | |
| 8. | Executive Session | | Trustees, Dr. Sara Thompson
Tweedy |
| 9. | Adjournment | | Chair Amy Parris |
-

If you are a person with a disability and require accommodation while attending the meeting, please contact the President's Office at (509) 793-2001 [or TDD (509) 793-2325] as soon as possible to allow sufficient time to make arrangements.

BBCC BOARD OF TRUSTEES MOTIONS

C=Carried D=Denied T=Tabled

Motion #	Date	Motion Topic	C/D/T?	End
24-24	7/24/24	Approve WAC134R-04 revisions to comply with Department of Education changes to Title IX.	C	E-1
24-25	8/29/24	Approve the 2024-26 Negotiated Agreement	C	E-1, E-2, E-3, E-4
24-26	8/29/24	Naming the Barbara and Ken Jacobs Building (Building 1200).		E-3
24-27	10/10/24	Consent Agenda	C	E-1, E-3
24-28	10/10/24	2024-25 Proprietary Budget	C	E-3
24-29	10/10/24	Student Code of Conduct 2 nd Emergency CR-103e Filing	C	E-1, E-2, E-3, E-4
24-30	10/10/24	Approve 2023-24 annual performance evaluation of President Tweedy	C	E-1, E-2, E-3, E-4
24-31	10/10/24	Adopted 2023-2024 goals review and Board self-evaluation for Goals #2 and #3	C	E-1, E-2, E-3, E-4
24-32	10/10/24	Adopted the Amended 2025 Board Meeting Schedule	C	E-3
24-33	10/10/24	Approved venue change to Othello for the 12/12/24 Board of Trustee meeting	C	E-1, E-2, E-3, E-4
24-34	12/12/24	Consent Agenda	C	E-1, E-2, E3, E-4
24-35	12/12/24	Approved and adopted the Student Code of Conduct WAC Revisions (CR103P to be filed)	C	E-1, E-2, E-3, E-4
24-36	12/12/24	Adopted 2023-2024 goals review and Board self-evaluation for Goal #1	C	E-1, E-2, E-3, E-4
24-37	12/12/24	Approved contract extension for Dr. Sara Thompson Tweedy's Contract	C	E-3
24-38	12/12/24	Approved and Adopted BP 1000 Policy Governance By Laws Revisions	C	E1, E2, E3, E4
25-01	1/23/25	Consent Agenda	C	E 1/2/3/4
25-02	1/23/25	Authorized Board Chair to act on behalf of Board of Trustees to submit nominees for ACT Awards	C	
25-03	1/23/25	Approved revisions to BP 6111 Electronic and Information Technology Access	C	E 1/2/3/4
25-04	3/20/25	Consent Agenda	C	E 1/2/3/4
25-05	3/20/25	Approved to direct the President to implement budget reductions in anticipation of decreased future allocations.	C	E3
25-06	3/20/25	Approved a \$3,000 Exceptional Faculty Award for Mercedes Gonzalez-Aller.	C	E 1/2/3/4
25-07	3/20/25	Renew the probationary contract of Gina Cutts	C	E1
25-08	3/20/25	Renew the probationary contract of Jonathan Bauer	C	E1
25-09	3/20/25	Renew the probationary contract of Jada Addink	C	E1
25-10	3/20/25	Renew the probationary contract of Mitchell Poth	C	E1
25-11	3/20/25	Renew the probationary contract of Samuel Shuman	C	E1
25-12	3/20/25	Renew the probationary contract of Aaron Linthicum	C	E1
25-13	3/20/25	Renew the probationary contract of Cade Levine	C	E1
25-14	3/20/25	Renew the probationary contract of Melissa Heaps	C	E1
25-15	3/20/25	Renew the probationary contract of Michell Valdivia	C	E1

BBCC BOARD OF TRUSTEES MOTIONS

C=Carried D=Denied T=Tabled

Motion #	Date	Motion Topic	C/D/T?	End	
25-16	3/20/25	Renew the probationary contract of Justin Henley	C	E1	
25-17	3/20/25	Grant tenure to Rosemary Parsons	C	E1	
25-18	3/20/25	Grant tenure to Emily Eidson	C	E1	
25-19	3/20/25	Grant tenure to Kaja Devine	C	E1	
25-20	3/20/25	Grant tenure to Dustin Regul	C	E1	
25-21	3/20/25	Grant tenure to Aaron Mahoney	C	E1	
25-22	5/1/25	Consent Agenda	C	E 1/2/3/4	
25-23	5/1/25	Approved revisions to Board Policy 6300 Athletics	C	E 1/2/3/4	
25-24	5/1/25	Approved revisions to Board Policy 6400 Honorary Degrees	C	E 1/2/3/4	
25-25	6/5/25	Consent Agenda	C	E 1/2/3/4	
25-26	6/5/25	Authorized the administration to continue operations based on the current operating budget and at current spending levels into the next fiscal year and direct the administration to finalize the proposed operating budget for 2025-2026 for the Board's consideration upon confirmation of final state budget allocations.	C	E 1/2/3/4	
25-27	6/5/25	Appointed Amy Parris as Board Chair and Bethany Martinez as Board Vice Chair for a consecutive one-year term effective October 1, 2025.	C	E 1/2/3/4	
	2024-25 Academic YTD Ends Totals	Ends E-1 36	Ends E-2 19	Ends E-3 25	Ends E-4 19

Excerpt from the October 10, 2024 Board Meeting Minutes

15. Board's Self-Evaluation

Annually, the BBCC Board of Trustees conducts a self-evaluation during its retreat. The effort was completed on Thursday, August 29, 2024. The process includes determining whether the Board has met its goals, maintained trustee activity aligned with the Ends, and followed and fulfilled board policies.

For the 2023-2024 academic year, the BBCC Board of Trustees adopted three goals.

1. Develop a clear method of monitoring Big Bend Community College's Ends Statements including the identification of indicators which measure the performance of the institution relative to the Ends.
 - During the August 29 retreat, the Board agreed that progress has been made on this goal and will be completed with the adoption of the proposed indicators on October 10th.

At the October 10, 2024 Board of Trustees meeting, Trustee Anna Franz requested to table this item until the next regularly scheduled Board of Trustees meeting December 12, 2024.

2. Advance equity, diversity, and inclusion by reviewing policies to ensure support of operational equity, diversity, and inclusion programs.
 - During the August 29 retreat, the Board agreed that progress has been made on this goal and will continue to be retained for 2024-2025. A two-year calendar was proposed and adopted which will review all policies for any new DEI language.

At the October 10, 2024 Board of Trustees meeting, Board Chair Amy Parris and Vice Chair Bethany Martinez recommended retaining Goal #2 for the 2024-2025 academic year.

3. Establish an annual calendar of board study session topics to ensure professional development of Board members.
 - During the August 29 retreat, the Board agreed that progress has been made on this goal and will continue to be retained for 2024-2025. A calendar of timely and appropriate topics was proposed and adopted that will keep the board on track for professional learning opportunities for the year.

At the October 10, 2024 Board of Trustees meeting, Board Chair Amy Parris proposed adopting Trustee Tuesdays as the professional development schedule for Board members rather than developing separate internal sessions. The existing Trustee Tuesday examples of planned topics include tenure in December and building synergy in January, and the sessions are aligned with the legislative cycle. After additional discussion, it was recommended to retain Goal #3 for the 2024-2025 academic year and use the Trustee Tuesday schedule as the annual calendar.

Motion 24-31 Trustee Anna Franz moved to adopt the review of the 2023-2024 goals and Board self-evaluation as discussed. Trustee Gary Chandler seconded, and the motion passed.

Excerpt from the December 12, 2024 Board Meeting Minutes

7. Board Self-Evaluation and Goals

At the October 10, 2024, Board of Trustees meeting, it was requested to table the review for Goal #1 until the December 12, 2024, regular meeting. The following is an excerpt from the October 10th minutes:

1. *Develop a clear method of monitoring Big Bend Community College's Ends Statements including the identification of indicators which measure the performance of the institution relative to the Ends.*
 - *During the August 29 retreat, the Board agreed that progress has been made on this goal and will be completed with the adoption of the proposed indicators on October 10th.*
 - *At the October 10, 2024, Board of Trustees meeting, Trustee Anna Franz requested to table this item until the next regularly scheduled Board of Trustees meeting on December 12, 2024.*

The performance measurement process introduced at the August Board Retreat was revisited, with the recommendation to move forward with its implementation as originally presented. It was further noted that the Mission Fulfillment Report is typically released in April/May, aligning with the trustee assessment to occur at the 2025 August Retreat.

Motion 24-36 Trustee Anna Franz moved to adopt Board Goal #1 as presented. Trustee Bethany Martinez seconded, and the motion passed.

Trustee Anna Franz mentioned the addition of Policy Governance Board Study Sessions prior to regularly scheduled Board of Trustees meetings to complement Trustee Tuesdays for professional development.

2025-2026 Board Meeting Planner

Meeting Dates	Agenda Items	Club Invites	Other
Jul 10, 2025 (Special Meeting)	2025-26 Operating Budget		
Aug 13, 2025 (Special Meeting)	Executive Session		
Aug 28, 2025 (Retreat)	2025-26 Operating Budget Student Code of Conduct WAC Revision Policy Governance, inclusive of OPMA Rules & Conduct Ends Statement Review President's Evaluation Board's Evaluation		
?Oct 23, 2025 (Special Meeting)	Policy Governance Board Study Session before regularly scheduled October meeting? Facilitator Options: Rebecca Woods, CBC President; Carrie Culver, BBCC AAG; Kim Tanaka-resource		Oct. 1 st New Chair & Vice Chair 1- year term begins
Oct 23, 2025 (Regular Meeting)	<p><i>Recurring Items:</i></p> <ul style="list-style-type: none"> • Mission Moments (Student/Clubs/Athletics/New Staff) • Consent Agenda (Minutes, Accreditation/Assessment/Student Success, Finance/Administration, HR, Foundation, BPs/2nd Read) • Faculty Update • ASB Update (Calendar of Events) • President's Report (Enrollment, Operating/Revenue/Expense Report, Legislative Advocacy) • Board Policy Updates (DEI) • Executive Session • Assessment of Board Activity <p><i>Specific to October:</i></p> <ul style="list-style-type: none"> • Proprietary Budget • President's Evaluation • President's Contract • Board Self Evaluation • Board Goals • Next Year Board Meetings (<i>Motion to Adopt/File</i>) • Big Bend in the Community for December 11th – Confirm/Mattawa 	Ag Club	Oct. 1 st New Chair & Vice Chair 1- year term begins
Dec 11, 2025 (Regular Meeting)	<p><i>Recurring Items:</i></p> <ul style="list-style-type: none"> • Mission Moments (Student/Clubs/Athletics/New Staff) • Consent Agenda (Minutes, Accreditation/Assessment/Student Success, Finance/Administration, HR, Foundation, BPs/2nd Read) • Faculty Update • ASB Update (Calendar of Events) • President's Report (Enrollment, Operating/Revenue/Expense 		

2025-2026 Board Meeting Planner

Meeting Dates	Agenda Items	Club Invites	Other
	<p>Report, Legislative Advocacy)</p> <ul style="list-style-type: none"> • Board Policy Updates (DEI) • Executive Session • Assessment of Board Activity <p><i>Specific to December:</i></p> <ul style="list-style-type: none"> • EFA Recommendations, if any (<i>Submit by Nov 1st</i>) • Move meeting to Mattawa for an annual Community Meeting Connection? (Similar to 12/10/25 event in Othello) 		
Jan 22, 2026 (Regular Meeting)	<p><i>Recurring Items:</i></p> <ul style="list-style-type: none"> • Mission Moments (Student/Clubs/Athletics/New Staff) • Consent Agenda (Minutes, Accreditation/Assessment/Student Success, Finance/Administration, HR, Foundation, BPs/2nd Read) • Faculty Update • ASB Update (Calendar of Events) • President’s Report (Enrollment, Operating/Revenue/Expense Report, Legislative Advocacy) • Board Policy Updates (DEI) • Executive Session • Assessment of Board Activity <p><i>Specific to January:</i></p> <ul style="list-style-type: none"> • Sabbatical Requests, if any (<i>Submit at first regularly scheduled BOT mtg of calendar year</i>) • Probationary Tenure Review • ACT Nominations (<i>Motion authorizing Board Chair to facilitate</i>) • ? December Board Meeting in Mattawa – Review 		
Mar 19, 2026 (Regular Meeting)	<p><i>Recurring Items:</i></p> <ul style="list-style-type: none"> • Mission Moments (Student/Clubs/Athletics/New Staff) • Consent Agenda (Minutes, Accreditation/Assessment/Student Success, Finance/Administration, HR, Foundation, BPs/2nd Read) • Faculty Update • ASB Update (Calendar of Events) • President’s Report (Enrollment, Operating/Revenue/Expense Report, Legislative Advocacy) • Board Policy Updates (DEI) • Executive Session • Assessment of Board Activity <p><i>Specific to March:</i></p> <ul style="list-style-type: none"> • EFA Recommendations, if any (<i>Submit by Feb 10th</i>) • Probationary Tenure 		
May 7, 2026	<p><i>Recurring Items:</i></p>		

2025-2026 Board Meeting Planner

Meeting Dates	Agenda Items	Club Invites	Other
(Regular Meeting)	<ul style="list-style-type: none"> • Mission Moments (Student/Clubs/Athletics/New Staff) • Consent Agenda (Minutes, Accreditation/Assessment/Student Success, Finance/Administration, HR, Foundation, BPs/2nd Read) • Faculty Update • ASB Update (Calendar of Events) • President’s Report (Enrollment, Operating/Revenue/Expense Report, Legislative Advocacy) • Board Policy Updates (DEI) • Executive Session • Assessment of Board Activity <p><i>Specific to May:</i></p> <ul style="list-style-type: none"> • EFA Recommendations, if any (<i>Submit by Apr 15th</i>) • Graduation Activities 		
Jun 4, 2026 (Regular Meeting)	<p><i>Recurring Items:</i></p> <ul style="list-style-type: none"> • Mission Moments (Student/Clubs/Athletics/New Staff) • Consent Agenda (Minutes, Accreditation/Assessment/Student Success, Finance/Administration, HR, Foundation, BPs/2nd Read) • Faculty Update • ASB Update (Calendar of Events) • President’s Report (Enrollment, Operating/Revenue/Expense Report, Legislative Advocacy) • Board Policy Updates (DEI) • Executive Session • Assessment of Board Activity <p><i>Specific to June:</i></p> <ul style="list-style-type: none"> • Operating Budget • Mission Fulfillment • Emeritus Nominations (Report Presidential Award) • Graduation Overview • Board Chair Matrix: Chair & Vice Chair Appointments (effective Oct. 1st) • Board Retreat Planning, Goals 		
Aug 27, 2026 (Regular Meeting)	<p>President’s Evaluation</p> <p>Board’s Evaluation</p>		
Oct 8, 2026 (Regular Meeting)	<p><i>Recurring Items:</i></p> <ul style="list-style-type: none"> • Mission Moments (Student/Clubs/Athletics/New Staff) • Consent Agenda (Minutes, Accreditation/Assessment/Student Success, Finance/Administration, HR, Foundation, BPs/2nd Read) • Faculty Update • ASB Update (Calendar of Events) • President’s Report (Enrollment, Operating/Revenue/Expense 		<p>Oct. 1st New Chair & Vice Chair 1- year term begins</p>

2025-2026 Board Meeting Planner

Meeting Dates	Agenda Items	Club Invites	Other
	<p>Report, Legislative Advocacy)</p> <ul style="list-style-type: none"> • Board Policy Updates (DEI) • Executive Session • Assessment of Board Activity <p><i>Specific to October:</i></p> <ul style="list-style-type: none"> • Proprietary Budget • President’s Evaluation • President’s Contract • Board Self Evaluation • Board Goals • Next Year Board Meetings (<i>Motion to Adopt/File</i>) • Big Bend in the Community for December 10th – Confirm/Location 		
Dec 10, 2026 (Regular Meeting)	<p><i>Recurring Items:</i></p> <ul style="list-style-type: none"> • Mission Moments (Student/Clubs/Athletics/New Staff) • Consent Agenda (Minutes, Accreditation/Assessment/Student Success, Finance/Administration, HR, Foundation, BPs/2nd Read) • Faculty Update • ASB Update (Calendar of Events) • President’s Report (Enrollment, Operating/Revenue/Expense Report, Legislative Advocacy) • Board Policy Updates (DEI) • Executive Session • Assessment of Board Activity <p><i>Specific to December:</i></p> <ul style="list-style-type: none"> • EFA Recommendations, if any (<i>Submit by Nov 1st</i>) • Move meeting to another community for an annual Community Meeting Connection? 		

Board Study Session Topics:

- OPMA
- Review WACTC Operating/Capital Requests and tailor to Big Bend
- Fundamentals of Effective Board Governance
- College Success Indicator
- Auxiliary Services and Purpose
- Strategic Plan Segment Increase Student Retention
- Closing Equity Gaps
- Quarterly Trustee Team Building
- Role of Financial Aid in College Operations

Other:

- Trustee Tuesdays



2026 BOARD MEETING SCHEDULE

Information

Description

The proposed 2026 Board meeting schedule is presented for the trustees' consideration.

- Thursday, January 22, 2026, at 1:30 p.m.
- Thursday, March 19, 2026, at 1:30 p.m.
- Thursday, May 7, 2026, at 1:30 p.m.
- Thursday, June 4, 2026, at 1:30 p.m.
- Thursday, August 27, 2026, at 9:00 a.m. (Retreat)
- Thursday, October 8, 2026, at 1:30 p.m.
- Thursday, December 10, 2026, at 1:30 p.m.

Recommendation

Please review the proposed schedule.

Prepared by the President's Office