



January 19, 2024

**WASHINGTON STATE UNIVERSITY BOARD OF REGENTS
MEETING NOTICE**

The Washington State University Board of Regents will hold its next regular meetings on Thursday and Friday, January 25-26, 2024, at Seattle Children's Research Institute, Building Cure, 1920 Terry Ave, Seattle, Washington, pursuant to the schedule below.

Public listening of committee and Board meetings is available as follows:

Thursday, January 25, 2024 – Board of Regents Committee Meetings

Academic and Student Affairs Committee, Executive and Governance Committee:

<https://youtube.com/live/wqLZ63Hzo7k?feature=share>

Strategic and Operational Excellence Committee, Finance and Administration Committee:

<https://youtube.com/live/G5xVWkvmerl?feature=share>

Friday, January 26, 2024 – Board of Regents Meeting

<https://youtube.com/live/eCe3iwlPptc?feature=share>

Telephone access for all meetings: 1-253-215-8782, code 972364, meeting ID: 983 4259 6156

Thursday, January 25, 2024

		<u>Location</u>
8:45 am	Board of Regents breakfast	Cure Public 03-302
9:30 am	Executive Session	Cure Private 01-750 Meeting Room
10:30 am*	Academic and Student Affairs Committee	Cure Private 01-750 Meeting Room
11:30 am*	Executive and Governance Committee	Cure Private 01-750 Meeting Room
11:45 am*	Board of Regents lunch	Cure Public 03-302
12:30 pm*	Strategic and Operational Excellence Committee	Cure Private 01-750 Meeting Room
2:00 pm*	Finance and Administration Committee	Cure Private 01-750 Meeting Room
5:45 pm*	Board of Regents reception and dinner	629 Pike St, Seattle, WA

**or upon conclusion of the previous session*

Friday, January 26, 2024

		<u>Location</u>
8:00 am	Board of Regents breakfast	Cure Public 03-302
9:00 am	Board of Regents meeting	Cure Private 01-750 Meeting Room

The Regents will meet socially for a tour at Seattle Children's Research Institute, Building Cure, and dinner at 808 Howell St, Seattle, WA on Wednesday, January 24, 2024, at approximately 4:00 p.m.

Questions about the Board of Regents meeting and schedule may be directed to Tracy Jordahl, Executive Assistant to the Board of Regents, 509-335-4200.

AGENDA

Washington State University Board of Regents
Academic and Student Affairs Committee

Seattle Children's Research Institute
Cure Private 01-750 Meeting Room
1920 Terry Ave, Seattle, WA 98101

January 25, 2024
10:30 a.m.

Committee Members: Doug Picha (chair), Brett Blankenship, Lura Powell, Judi McDonald, Isaac Marroquin

Future Action Items

1. Establish a Master's of Energy Conscious Construction Degree, WSU Pullman and Global Campuses (Chilton)
2. Honorary Doctoral Degree Nominations (Austin)

Information Items

1. Presidential Delegated Authority Items (Chilton)
2. Seattle Children's Research Institute Science Education tour

FUTURE ACTION ITEM #1

Establish a Master's of Energy Conscious Construction Degree (Elizabeth S. Chilton)

TO ALL MEMBERS OF THE BOARD OF REGENTS

SUBJECT: Establishment of a Master's of Energy Conscious Construction degree for the WSU Pullman and Global campuses

PROPOSED: That the Board of Regents establish a Master's of Energy Conscious Construction degree for the WSU Pullman and Global campuses

SUBMITTED BY: Elizabeth S. Chilton, Provost and Executive Vice President

SUPPORTING INFORMATION: The Voiland College of Engineering and Architecture proposes the establishment of the Master's of Energy Conscious Construction degree for the WSU Pullman and Global campuses.

The Master's of Energy Conscious Construction (MECC) program provides a comprehensive foundation in building science, focused on high-performing energy-efficient residential building design and construction in the state of Washington. It covers all phases of the design process from pre-design through construction and post-occupancy evaluation. This interdisciplinary program is developed as a collaboration between the School of Design and Construction, the School of Mechanical and Materials Engineering, and Washington State University's nationally recognized Extension Energy Program.

This program aligns WSU with Washington State's initiatives to significantly reduce greenhouse gas emissions from buildings through the Climate Commitment Act. More than half of residential buildings in WA were built before 1980 and residential buildings consume 23% of all energy. Washington State's residential energy code (WSEC-R) is one of the most advanced in the nation, but for effective implementation by a trained workforce, it must be coupled with accessible education focused on energy-efficient buildings. No comprehensive emphasis in this area is currently offered by colleges and universities in the state.

Our innovative MECC program helps advance the WSU mission as a land-grant university in service to society through extending knowledge that will create future leaders in energy-efficient buildings and application of

knowledge that will enhance the quality of life and the economy of the state, nation, and world.

The faculty members in the MECC program are leading experts in their respective disciplines. Our faculty members teach and conduct research activities in energy-efficient carbon-neutral building design, construction, and operation. Creating this program will bring this expertise together leveraging the Voiland College of Engineering and Architecture's unique structure of having design, engineering, and construction disciplines under the same college.

By offering the proposed degree online, WSU creates access to high-quality degrees in a high-demand discipline for those who may not be able to avail themselves of the physical campus degree. The Global Campus degree serves rural students, working professionals, and those who are place-bound for diverse reasons.

This proposal was reviewed carefully and has support from the Provost's Office. This recommendation was recommended by the Faculty Senate on December 7, 2023. The Master's of Energy Conscious Construction degree proposal is available upon request.

The Voiland College of Engineering and Architecture proposes the establishment of the Master's of Energy Conscious Construction degree effective as soon as feasible.

Proposal to Offer a New Degree Program
ON GLOBAL CAMPUS

Degree Title:	Master of Energy Conscious Construction
Academic Program:	Engineering
Academic Plan:	Professionally oriented
Number of Credits:	30
Department(s) or Program(s):	School of Design and Construction
College(s):	Voiland College of Engineering and Architecture
Campus(es):	Global and Pullman
Method of Instructional Delivery:	Online via Global Campus

Contact Name:	Kelly Newell	Email Address:	knewell@wsu.edu
Contact Phone:	509-335-4247	*Proposed start date:	Summer 2024

***Proposed Start Date:** Approval must be received from the Northwest Commission on Colleges and Universities before the program may be advertised or recruited for. Financial aid may not be available until the program has been approved by the Department of Education subsequent to NWCCU approval.

SIGNATURES: The names typed below certify that the relevant academic and campus officials have reviewed and approved this proposal:

Chair Signature:	Jason Peschel (by email confirmation to Kelly Newell)	Date:	Approved by email 1-5-23
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Everett Chancellor:		Date:	
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Spokane Chancellor:		Date:	
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Tri-Cities VCAA		Date:	
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Vancouver VCAA		Date:	
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Dean Signature:	Mary Rezac (see attached letter)	Date:	Nov 4, 2022
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Global Chancellor:	David Cillay (by email confirmation to Kelly Newell)	Date	Approved by email 12-21-22
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Provost & Pullman Chancellor:		Date:	
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Comments:
Attached: Projected Student Numbers Financial Projections

For Registrar's Office Use Only:					
Current CIP Code:		New CIP Code:		Date:	

Send completed form in Word format to: provost.deg.changes@wsu.edu

This template asks you to answer the array of questions about your proposed program that are important to your department, your college, the Faculty Senate, the State of Washington, accreditors and other external stakeholders.

By placing all proposals in a similar format, this template provides a common standard for comparison, ensuring that all potential programs can be evaluated in an equitable fashion. It can be used to determine whether or not a program is feasible within the university's academic and financial situation, and if it will have the resources to further the University's objective of providing high quality education and scholarship.

This template is also a framework to think about the viability of your ideas. It can thus be a tool for strengthening both your proposal and the resulting program itself, since a program that is starved for either students or resources from its inception is not likely to become a high quality program.

Here are some of the things to consider as you complete the template:

What are the aspirations for the reputation of this program – local, regional, national? What will it take to make that a reality?

Who are you trying to attract with this new program? Will it bring new students to the university, better meet the needs of current students in the department, or draw students away from other departments?

How strong is the demand for education of this kind, and in what specific careers will someone who receives such an education find meaningful employment?

How many students do you need to attract to break even, and can both the market and WSU's capacity support this number?

Providing good answers to hard questions maximizes the likelihood that a new program will not just win acceptance by the Faculty Senate and administration, but will ultimately be successful in attracting students and placing graduates. The analyses in the Demand, Financial and Library workbooks will assist you in creating a persuasive proposal. The findings in each area, and their basis or justification, should be summarized in the proposal itself.

Proposal

Mission and Core Themes (Strategic Goals):

Provide a clear statement of the nature and purposes of the new degree in the context of WSU's mission and core themes (strategic plan).

The Master's of Energy Conscious Construction (MECC) program provides a comprehensive foundation in building science, focused on high-performing energy-efficient residential building design and construction in the state of Washington. It covers all phases of the design process from pre-design through construction and post occupancy evaluation. This interdisciplinary program is developed as a collaboration between the School of Design and Construction, the School of Mechanical and Materials Engineering, and Washington State University's nationally recognized Extension Energy Program.

This program aligns WSU with Washington State's initiatives to significantly reduce greenhouse gas emissions from buildings through the Climate Commitment Act. More than half of residential buildings in WA were built before 1980 and residential buildings consume 23% of all energy. Washington State's residential energy code (WSEC-R) is one of the most advanced in the nation, but for effective implementation by a trained workforce, it must be coupled with accessible education focused on energy-efficient buildings. No comprehensive emphasis in this area is currently offered by colleges and universities in the state.

Our innovative MECC program helps advance the WSU mission as a land-grant university in service to society through extending knowledge that will create future leaders in energy-efficient buildings and application of knowledge that will enhance the quality of life and the economy of the state, nation and world.

The faculty members in the MECC program are leading experts in their respective disciplines. Our faculty members teach and conduct research activities in energy-efficient carbon-neutral building design, construction, and operation. Creating this program will bring this expertise together leveraging the Voiland College of Engineering and Architecture unique structure of having design, engineering, and construction disciplines under the same college.

By offering the proposed degree online, WSU creates access to high-quality degrees in a high-demand discipline to those who may not be able to avail themselves of the physical campus degree. The Global Campus degree serves rural students, working professionals, and those who are place-bound for diverse reasons.

Educational Offerings:

Describe the degree program, including the total number of credits required. Provide the four-year degree plan (undergraduate) or appropriate plan of study (graduate and professional).

Please note that all courses for the degree must be approved before the degree will be reviewed by the Catalog Subcommittee.

The online program will allow place-bound students the same opportunity to earn a master's degree as students who are not. In addition, the program gives access to students who prefer the convenience of the Global Campus without having to relocate. As a professionally oriented master's degree, the program is designed to meet the needs of aspiring and working professionals and adult learners. It will also provide opportunities for working professionals to refresh and update their skills and for those seeking to change careers. It offers all the opportunity to raise their credentials to WSU standards.

Additionally, the School of Design and Construction has created two relevant and desirable certificate programs at the undergraduate and graduate levels that will appeal to students in the Voiland College who desire upgraded credentials but are not interested in a full degree program.

Currently, the only graduate programs in the SDC are the Masters of Arts in Interior Design and the Master of Architecture, both of which are offered in-person and focus on the broader areas of knowledge in their respective disciplines. This 30-credit hour program has a one-year and two-year pathway and will cater to:

- Existing students completing our undergraduate programs who desire to extend their stay an additional year to receive a specialized degree on top of their undergraduate degree.
- Existing students completing our graduate programs who desire to extend their stay an additional year and receive a second graduate degree in a specialized area.
- New students who will join WSU specifically for this degree.

See Exhibit A for degree plans

See Exhibit B for new course development and delivery schedule.

Provide descriptive information regarding (the) method(s) of instructional delivery (percent face-to-face, hybrid, distance, and/or competency-based).

This degree will be delivered online, asynchronously via the Global Campus LMS infrastructure.

Students will access all courses via online delivery and will utilize 16-week semester-based courses.

Students enrolled in SDC 511: Field Inspection and SDC 513: Comprehensive Design Experience respectively will have online synchronous interactions with our faculty, primarily design crits, student presentations, and lectures by subject matter experts. The comprehensive design experience will count as the capstone experience to fulfill the requirements for the degree.

Assessment of Student Learning and Student Achievement

*** For graduate programs, please contact the Graduate School before completing this section.**

Please provide a list and description of expected student learning outcomes.

School of Design and Construction faculty are working with Scott Avery at the WSU Office of Assessment of Teaching and Learning to formulate a comprehensive assessment plan for this degree in time for the degree to become operationalized.

For undergraduate programs, provide the department's plan for assessing student learning outcomes. Describe briefly how information on student learning will be collected and incorporated into existing processes for evaluating student learning in the department. Please attach the plan and a curriculum matrix.

N/A

Please indicate as appropriate:

- ☐ Assessment of this program will be incorporated into an existing assessment plan. Please attach a copy of the existing plan.
- ☐ A draft assessment plan is attached.
- ☐ A curriculum matrix is attached.
- ☒ A draft assessment plan being created in concert with the Office of Assessment of Teaching and Learning and will be available prior to degree launch.

Planning:

Describe plans and include descriptions which provide evidence of:

1. The need for the change

A professionally oriented master's degree program is an academic degree that prepares or enhances the preparation of a student in a particular profession by increasing competency in a set of knowledge and skills required in practice. These professions are typically licensed or government-regulated and often require the members of the profession to be externally accredited. Professions such as architecture, landscape architecture, construction management, engineering, often require a degree for licensing. The professionally oriented master's degree program relies heavily on a competency curriculum that strongly aligns with regional and national competency gaps. In our case, we align with competencies identified by the Department of Energy Energy-Efficiency and Renewable Energy Office. Students will have hands-on experiences, industry engagement, and a final capstone experience that brings together all the knowledge they have obtained and applies it to an actual project. This Master's of Energy Conscious Construction (MECC) is a new addition to graduate studies in the School of Design and Construction as well as the Voiland College of Engineering and Architecture, thus providing opportunity that has not existed previously.

2. The student population to be served

Provide realistic justification for the projected FTE.

How can transfer students articulate smoothly into the program and complete it with approximately the same number of total credits as students who enter WSU as freshmen?

Please describe specific efforts planned to recruit and retain students who are persons of color, disabled, or whose gender is underrepresented in this discipline.

The Global Campus primarily serves working adults seeking additional skills and educational attainment. The Global Campus employs numerous recruiters and marketing professionals who seek appropriate students for all degree programs, though the Voiland College of Engineering and Architecture (VCEA) and the School of Design and Construction (SDC) will be primarily responsible for marketing and recruiting directly related to this specific degree program.

Projecting online graduate enrollments in any major is difficult and an inexact science. However, based on the demand in the workforce, conferrals at competitive programs and WSU, and the performance of other recently launched online master's programs at WSU, we anticipate the enrollment to reach approximately 25 in year 5. The program needs approximately 15 students enrolled in the MECC taking 30 credits per year to reach stasis and become profitable. We anticipate reaching that enrollment level by year 3.

Currently the SDC has recruited and retained diverse graduate students in our programs. We will continue to reach out to the underrepresented groups in the workforce and professional associations and social media, etc. The VCEA is a recipient of the Bronze Award for the 2019 inaugural American Society of Engineering Education (ASEE) Diversity Recognition Program which was created to publicly recognize those engineering and engineering technology colleges that make significant, measurable progress in increasing the diversity, inclusion, and degree attainment outcomes of their programs. The VCEA continues to administer several programs that engage in providing opportunity for the underserved.

The new MECC program requires for graduation the completion of 30 credit hours. Students who complete the undergraduate certificate in ECC can transfer 9 of the 15 credits towards the master program thereby requiring that they complete an additional 21 credit hours to earn the master's degree. Students who complete the graduate certificate in ECC can transfer all 12 credits towards the master program thereby requiring that they complete an additional 18 hours to earn the master's degree.

Enrollment predictions are difficult to produce with accuracy, however based on conferrals at regional programs and existing online programs coupled with the demand analysis for jobs in this area, with targeted and focused marketing strategies, VCEA believes this program will meet enrollment targets as articulated in the budget. As with all online degree programs, enrollment will be closely monitored and should enrollment targets not be met, after every effort to recruit students has been exhausted, the program will be sunset and phased out slowly to ensure all students have the opportunity to complete their degree.

In addition to the desirability of the degree program itself, the two undergraduate and graduate certificates undergoing approval should draw enrollments to the courses that will supplement the full-degree-seeking enrollments and those numbers are not included in the budget projections.

3. Procedures used in arriving at the decision to change (e.g., consultation with advisory boards, input from industry or employers, commissioned studies, faculty task force, etc.).

The decision to offer the degree was based on the growing regional and national demand for expertise in energy-efficient residential design and construction targeting the competency gaps outlined by the Department of Energy. This is supported by new initiatives in the state of Washington such as Climate Commitment Act, feedback from industry professionals, feedback from research scientists at national labs, and \$750,000 of federal funding from the Department of Energy Office of Energy Efficiency and Renewable Energy (EERE) under the Building Technologies Office (BTO) Award Number DE-EE0009746. Additionally, WSU Institutional Research indicates a drop in graduate students' numbers and opportunities such as this online degree will assist in attracting more graduate students to WSU.

The Voiland College of Engineering and Architecture (VCEA) is highly positioned to fulfill this demand having design, engineering, and construction management housed within a single college as well as access to the nationally recognized WSU Extension Energy Program resulting in shared resources, allowing efficient delivery of the proposed programs. However, to date, the benefits of VCEA's shared structures have not been leveraged for interdisciplinary programs.

The goal of providing that education to design, construction, and engineering students and industry professionals is met with the creation of the Master's of Energy Conscious Construction (MECC) degree and the ECC certificates at the undergraduate and graduate levels. Additionally, the Global Campus has commissioned numerous market demand analyses in overall need for programs in the Spokane area, Washington State, and the Pacific Northwest. Those studies refer to energy-efficient design and construction as high-demand areas in terms of degrees, professional certificates, and jobs. Please review Exhibit G.

4. Organizational arrangements required within the institution to accommodate the change.

The School of Design and Construction (SDC) plans to leverage existing faculty and teaching resources, for the online Master of Energy Conscious Construction (MECC) to minimize additional costs, if any. The content is being developed using funds from the Department of Energy Office of Energy Efficiency and Renewable Energy (EERE) under the Building Technologies Office (BTO) Award Number DE-EE0009746. In addition, the current marketing and recruiting efforts will be expanded to the online degree, including, but not limited to:

- Alumni
- Advisory board
- Governments (state, local)
- Design and Construction Organizations and Corporations
- SDC Partners in professional practice
- Graduates of the B. S., M.ARCH, and M.A degrees

The program architecture is as follows: the master's program will be directed by Omar Al-Hassawi, Assistant Professor in the School of Design and Construction for oversight to whom faculty and students are accountable. He is responsible for the management of any changes to the program. The SDC Admissions and academic advisors, led by Jaime Rice will be responsible for the admissions process, academic advising, coaching, and remediation (if needed) as informed by the assessment and evaluations. The Global Campus team provides technical support.

5. Lay out a three-year timetable for implementation, including hiring plans, partnership contracts if needed, facilities modification, recruiting, and other elements of implementation. Provide dates for each step.

2022-2023	Course development (see course development schedule, Exhibit B) Begin marketing/recruitment for certificates Begin offering the online certificates Spring 2023
2023-2024	Continue course development Continue marketing/recruitment for certificates and professional master's degree Begin assessment of certificates
2024-2025	Begin offering the online master's degree Summer 2024 Monitor enrollment in individual courses; revise frequency of offerings as indicated Continue marketing

Budget:

☒ Attach the Financial Worksheet with five-year FTE, revenue and expenditure projections. Fully account for costs such as staff support, training, library, facilities and so on.

Please describe the funding picture narratively, including funding sources, department, college and/or campus commitments, investments already made, one-time costs, facilities costs (labs, classrooms, offices, telecom etc.) and library costs.

The department is not planning to hire any new faculty to support the online degree. Instead, the courses will be taught by existing faculty in concert with their on-campus courses or necessary thought leaders (i.e., adjuncts) will receive stipends to teach specific content.

Additionally, the department is **proposing \$750 per credit** to be in line with current online degree trends. This additional tuition revenue will incentivize the department and college and support the growth of the program through marketing and corporate relation activities and continuous program improvement.

Two summer courses, one fall course, and one spring course taught in the undergraduate and graduate Energy Conscious Construction Certificates will be shared with this degree for resource efficiency purposes. Additionally, students begin the master's program in the summer which makes sharing summer courses with the certificates a viable approach.

Please see Exhibits C and D for the budget model details and enrollment projections.

Student Services:

Describe the capacity of student support services to accommodate the change at this location. Include a description of admissions, financial aid, advising, library, tutoring and other services specific to this request.

The Global Campus provides comprehensive student services, often in collaboration and cooperation with the centralized units, to ensure student success. Included are dedicated recruiters, transfer credit evaluation, career counseling, financial aid, e-tutoring, student involvement, and tech support for online students. The Global Campus is also skilled in working with students to match their goals with the programs and services offered by WSU.

Additionally, WSU Global Campus personnel are the experts on adult and contemporary distance learners and provide specialized services to meet the needs of these unique students.

WSU Global Campus creates opportunities for meaningful student engagement through unique student involvement activities offered virtually and face-to-face. The Global Campus provides a robust infrastructure of support programs to assist students enrolled at any degree level, VCEA SDC will provide extensive advising to the students enrolled and will handle all admissions decisions.

Describe the implications of the change for services to the rest of the student body.

Adding online courses and creating access to a new degree program adds opportunity and options for student success and flexibility that accommodates students' needs. Current students should not be negatively affected by the delivery of this new degree program and modality. Additionally, students and faculty from other WSU campuses will be able to participate in the courses (teaching and learning) when appropriate.

Physical Facilities and Equipment:

Outline the provision/s made for physical facilities and equipment at the proposed location that will support the program and its projected growth. Include videoconferencing and other technologies that support course delivery as well as classrooms, labs, and office space.

None. All online courses are fully supported by AOI and the Global Campus through the Learning Management System.

Library and Information Resources:

Using the Library Analysis form, describe the availability and adequacy of library and information resources for this degree, degree level, and location. Note plans to address gaps.

See Exhibit E for support from Library

Faculty:

List the educational and professional qualifications of the faculty relative to their individual teaching assignments.

List the anticipated sources or plans to secure qualified faculty and staff.

Existing and stipend/adjunct faculty will develop and teach the online courses. All faculty teaching online are held to the same qualifications as faculty on the physical campuses. Deans and Directors are directly responsible for the hiring of all teaching faculty and ensure credentials are appropriate for the program and will hire faculty using normal hiring processes. Content experts will be given a stipend and rank of adjunct faculty for delivery of the coursework that is beyond the capacity of the current faculty.

Impact on Other Locations/Programs:

Briefly describe any impacts on other WSU programs and locations, and how you came to these conclusions (who was consulted?). If there are potential adverse impacts, describe how these will be addressed. Consider such things as: reallocation of faculty time, reallocation of AMS courses, impact of blended courses, internal competition, "cannibalization" of other programs, curricular effects for other degrees, effects on recruitment markets for other campuses. Indicate how such problems will be addressed for each campus or department affected.

The faculty from the Voiland College involved in delivering this degree will be paid in the summer for their efforts in delivering content in the Fall and/or Spring. All SDC prefix courses are new course numbers and names. The ARCH and ID prefix courses are courses that have not been taught in their respective programs and have been reutilized for the purposes of this degree. ARCH 531 is currently offered in Master of Architecture program with similar learning outcomes and a separate global campus section will be offered to students in the MECC. The Mechanical and Materials Engineering program are reutilizing ME 419 and ME 597 for the purpose of this degree as well as electives to students in their undergraduate and graduate degrees.

Sustainability

What are the plans for continuing the program past 5 years if the goals for enrollment are not met, or other circumstances prevent the execution of the plan described here?

All new online degree programs will be evaluated continuously for enrollment and financial metrics. Underperforming degrees will be sunset once the college, department, and Global Campus have explored all reasonable efforts to increase enrollments and revenue through marketing, partnerships, and innovation. However, prior to sunsetting (phasing out a degree for non-enrollment performance) a degree, the need for the courses that are provided online will also be analyzed to ensure little to no impact on other departments and programs that rely on those courses. Any degree that is discontinued will include an appropriate teach-out plan and students will be supported to completion of the degree.

External Reviews

If this program is new to the Washington State University system, please provide the names and addresses of 2-3 external experts from similar institutions who could be contacted to provide reviews of this program.

Name	Contact Information (email, phone, address)
Ian Blanding	ian.blanding@ee.doe.gov , 202.441.1288, U.S. Department of Energy
Jeremy Williams	jeremy.williams@ee.doe.gov , 202.441.1288, U.S. Department of Energy
Mark DeKay	mdekay@utk.edu , 865.773.7177, University of Tennessee Knoxville

Attachments:

- ☒ Financial Worksheet
- ☒ Four-Year Degree Plan (undergraduate); curriculum overview (graduate and professional)
- ☐ Assessment Plan (In development)
- ☒ Letters of financial commitment from Dean Rezac
- ☒ Contracts or MOUs if applicable
- ☒ Letter of Support from Library
- ☒ Budget projections (Self-Sustaining and State-Funded)

Send in Word format to: provost.deg.changes@wsu.edu

Exhibit A

Program Requirements for the Degree

Description: The Master of Energy Conscious Construction (MECC) is a professionally oriented master's degree offered fully online via the Global Campus which is comprised of ten courses. A total of 30 semester credits are required based on coursework only. All credits will be taken from the Voiland College of Engineering and Architecture (VCEA) and successful completion of the degree with a 3.0 GPA or better will guarantee completion of the ECC. The capstone course (SDC 513) must be taken in the final semester of a student's progress toward graduation.

Catalog Description: The Professional Master's Degree in Energy Conscious Construction (MECC) is delivered online synchronously and asynchronously through WSU Global Campus. It will teach students the fundamentals of building science, while focusing on the evaluation and integration of environmental control systems; understanding current residential energy code requirements and the design methods to exceed these standards; applying modern envelope assemblies into residential building design; using whole-building simulation software to evaluate design proposals; evaluate building performance using field measurements; and understanding human behavioral impacts on building performance; and examine strategies to mitigate such impacts. Furthermore, students will create and develop a comprehensive design of a multi-family residential project. It tackles the following competency gaps:

- Energy modeling and simulation: analyze design performance prior to construction
- Environmental Control systems: Integrate energy-efficient ECS into designs
- Performance benchmarks: Meet and exceed state energy code requirements
- Assemblies & Structural Systems: Integrate energy-efficient assemblies into designs
- Measured Performance Data: Evaluate built projects through field observations
- Smart Building Technologies: Understand human behavior impact on building operation

Courses Required: The Degree is New; These Courses Are Already Approved.

One-year path

Semester and course name	Course number	Course credit hours
SUMMER		
Energy Codes, Standards, Rating Systems	SDC 541	3
Fundamentals of Building Science	ME 419	3
FALL YEAR 01		
Environmental Control Systems I	ARCH 493	3
Energy Modeling II	SDC552	3
Human Centered Building Design & Operation	ID 520	3
Field Inspection and Energy Auditing*	SDC 511	4
SPRING YEAR 01		
Environmental Control Systems II	ME 597	3
Envelope Assemblies	ARCH 531	3
Comprehensive Design Experience (Capstone)*	SDC 513	4
Independent study	600 level	1
TOTAL		30

* Undergoing approval process

Two-year path

Semester and course name	Course number	Course credit hours
SUMMER		
Fundamentals of Building Science	ME 419	3
Energy Codes, Standards, Rating Systems	SDC 541	3
FALL YEAR 01		
Energy Modeling II	SDC 552	3
Environmental Control Systems I	ARCH 493	3
SPRING YEAR 01		
Environmental Control Systems II	ME 597	3
Envelope Assemblies	ARCH 531	3
FALL YEAR 02		
Human Centered Building Design & Operation	ID 520	3
Field Inspection and Energy Auditing*	SDC 511	4
SPRING YEAR 02		
Comprehensive Design Experience (Capstone)*	SDC 513	4
Independent study	600 level	1
TOTAL		30

Admission Requirements: The MECC Degree is open to everyone with an undergraduate degree in Design, Engineering, or Construction fields from WSU programs and outside WSU.

Exhibit B
Course Development Plan

Course #	Course Title	Desired Development Term	Desired Delivery Term	Course Developer (faculty or Grad student)	Course Instructor
ARCH 493	Environmental Control Systems I	Fall 2022-Spring 2023	Fall 2024	Omar Al-Hassawi Dustin McLarty	Omar Al-Hassawi
ARCH 531	Envelope Assemblies	Fall 2022-Spring 2023	Spring 2025	David Drake	David Drake
ME 419	Fundamentals of Building Science	Fall 2022-Spring 2023	Fall 2024	Dustin McLarty	Dustin McLarty
SDC 541	Energy Codes, Standards, Rating Systems	Fall 2022-Spring 2023	Fall 2024	Megan Kramer Jonathan Jones	Megan Kramer
SDC 513	Comprehensive Design Experience (Capstone)	Fall 2022-Spring 2023	Spring 2025	Taiji Miyasaka	Taiji Miyasaka
SDC 511	Field Inspection and Energy Auditing	Spring 2023-Fall 2023	Fall 2024	David Drake Megan Kramer	David Drake
ID 520	Human Centered Building Design & Operation	Spring 2023-Fall 2023	Fall 2024	Julia Day	Julia Day
ME 597	Environmental Control Systems II	Fall 2022-Spring 2023	Spring 2025	Dustin McLarty	Dustin McLarty
SDC 552	Energy Modeling II	Fall 2022-Spring 2023	Fall 2024	Omar Al-Hassawi	Omar Al-Hassawi

Exhibit C

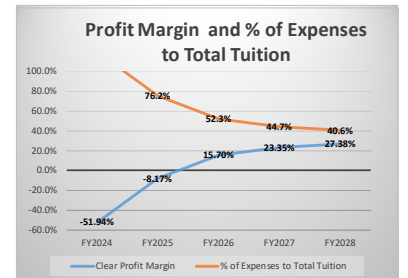
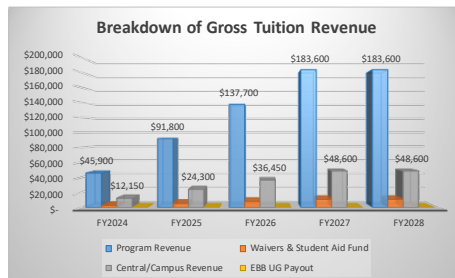
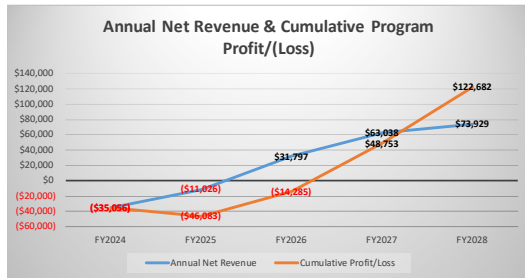
Budget Projection (Proposed with Differential Tuition, Self-Sustaining)

Program Name	Masters of Energy Conscious Construction					Self-Sustaining Model						
Tuition Earned	FY2024	% of Total Tuition	FY2025	% of Total Tuition	FY2026	% of Total Tuition	FY2027	% of Total Tuition	FY2028	% of Total Tuition	Cumulative	Cumulative %
Gross Operating Tuition - Masters Program (Excludes UG Tuition)	\$ 67,500	100.00%	\$ 135,000	100.00%	\$ 202,500	100.00%	\$ 270,000	100.00%	\$ 270,000	100.00%	\$ 945,000	100.00%
Less Waivers or Tuition Discounting - Masters	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
EBB Tuition to this Program	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
EBB Tuition to Central	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
EBB Tuition to other Programs (Includes Net to Home College)	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
Net Tuition	\$ 67,500	100.00%	\$ 135,000	100.00%	\$ 202,500	100.00%	\$ 270,000	100.00%	\$ 270,000	100.00%	\$ 945,000	100.00%

Split of Tuition by Area	FY2024	% of Total Tuition	FY2025	% of Total Tuition	FY2026	% of Total Tuition	FY2027	% of Total Tuition	FY2028	% of Total Tuition	Cumulative Total Tuition Split	Cumulative %
Masters of Energy Conscious Construction	\$ 45,900	68.0%	\$ 91,800	68.0%	\$ 137,700	68.0%	\$ 183,600	68.0%	\$ 183,600	68.0%	\$ 642,600	68.0%
EBB UG Tuition for Courses Delivered by Program Home Dept	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
EBB Tuition to College that Delivered UG Courses	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Tuition Waivers or Discounting	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Campus Fee (5%)	\$ 3,375	5.0%	\$ 6,750	5.0%	\$ 10,125	5.0%	\$ 13,500	5.0%	\$ 13,500	5.0%	\$ 47,250	5.0%
Central Share of UG Tuition (Estimate)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Central (11% + 2% Strategic Reallocation)	\$ 8,775	13.0%	\$ 17,550	13.0%	\$ 26,325	13.0%	\$ 35,100	13.0%	\$ 35,100	13.0%	\$ 122,850	13.0%
Student Aid Fund (4%)	\$ 2,700	4.0%	\$ 5,400	4.0%	\$ 8,100	4.0%	\$ 10,800	4.0%	\$ 10,800	4.0%	\$ 37,800	4.0%
VCEA Fee	\$ 6,750	10.0%	\$ 13,500	10.0%	\$ 20,250	10.0%	\$ 27,000	10.0%	\$ 27,000	10.0%	\$ 94,500	10.0%
Total - Gross Tuition	\$ 67,500	100.0%	\$ 135,000	100.0%	\$ 202,500	100.0%	\$ 270,000	100.0%	\$ 270,000	100.0%	\$ 945,000	100.0%

Direct & Indirect Costs for Academic Program	FY2024		FY2025		FY2026		FY2027		FY2028		Cumulative Program Costs	Cumulative %
	Program Costs	% of Program Revenue	Program Costs	% of Program Revenue	Program Costs	% of Program Revenue	Program Costs	% of Program Revenue	Program Costs	% of Program Revenue		
Direct Instructional Salaries & Benefits	\$ 49,442	107.7%	\$ 54,654	59.5%	\$ 63,038	45.8%	\$ 62,836	34.2%	\$ 64,093	34.9%	\$ 294,063	56.6%
Direct Instructional Support Salaries & Benefits	\$ 28,314	61.7%	\$ 30,906	33.7%	\$ 39,531	28.7%	\$ 40,322	22.0%	\$ 42,102	22.9%	\$ 181,175	34.8%
Third Party Costs (Incl A.O.I. Level 2 / 3 Service)	\$ -	0.0%	\$ 14,000	15.3%	\$ -	0.0%	\$ 14,000	7.6%	\$ -	0.0%	\$ 28,000	5.4%
Direct Course Costs	\$ 3,200	7.0%	\$ 3,266	3.6%	\$ 3,334	2.4%	\$ 3,404	1.9%	\$ 3,476	1.9%	\$ 16,680	3.2%
Other Costs	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Total	\$ 80,956	176.4%	\$ 102,826	112.0%	\$ 105,903	76.9%	\$ 120,562	65.7%	\$ 109,671	59.7%	\$ 519,918	100.0%

	FY2024	%	FY2025	%	FY2026	%	FY2027	%	FY2028	%	Cumulative	Cumulative %
Profit or (Loss) & % of Profit to Program after all expenses are covered	(\$35,056)	-51.9%	(\$11,026)	-8.2%	\$31,797	15.7%	\$63,038	23.3%	\$73,929	27.4%	\$122,682	13.0%
Cumulative Profit/(Loss) to Date	(\$35,056)		(\$46,083)		(\$14,285)		\$48,753		\$122,682			
Amount Paid to Program per SCH	\$ 510		\$ 510		\$ 510		\$ 510		\$ 510			
Amount Paid to Program per AAFTE	\$ 15,300		\$ 15,300		\$ 15,300		\$ 15,300		\$ 15,300			
Clear Profit/(Loss) to Program per SCH	(\$389.51)		(\$61.26)		\$117.77		\$175.11		\$205.36			
Clear Profit/(Loss) to Program per AAFTE	(\$7,011.26)		(\$1,102.65)		\$2,119.83		\$3,151.92		\$3,696.44			



Fiscal Year	FY2024	FY2025	FY2026	FY2027	FY2028
Annual Net Revenue	(\$35,056)	(\$11,026)	\$31,797	\$63,038	\$73,929
Cumulative Profit/Loss	(\$35,056)	(\$46,083)	(\$14,285)	\$48,753	\$122,682

	FY2024	FY2025	FY2026	FY2027	FY2028
Program Revenue	\$ 45,900	\$ 91,800	\$ 137,700	\$ 183,600	\$ 183,600
Waivers & Student Aid Fund	\$ 2,700	\$ 5,400	\$ 8,100	\$ 10,800	\$ 10,800
Central/Campus Revenue	\$ 12,150	\$ 24,300	\$ 36,450	\$ 48,600	\$ 48,600
EBB UG Payout	\$ -	\$ -	\$ -	\$ -	\$ -

	FY2024	FY2025	FY2026	FY2027	FY2028
Clear Profit Margin	-51.9%	-8.2%	15.7%	23.3%	27.4%
% of Expenses to Total Tuition	119.9%	76.2%	52.3%	44.7%	40.6%

Exhibit D Budget Projections (State Funded)

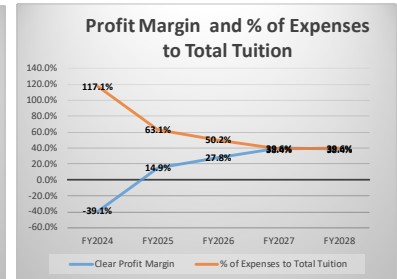
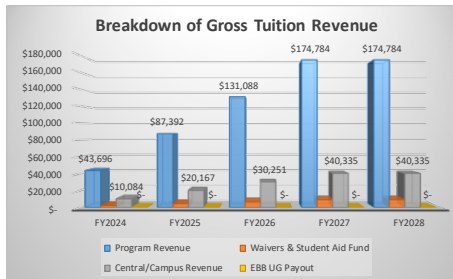
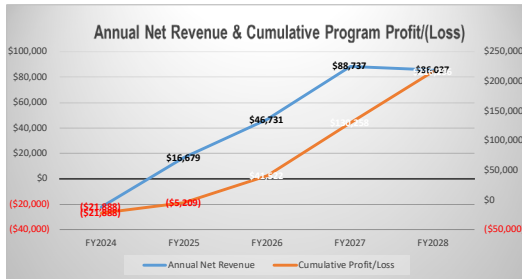
Program Name	Masters of Energy Conscious Construction	State-Funded Model
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Tuition Earned	FY2024	% of Total Tuition	FY2025	% of Total Tuition	FY2026	% of Total Tuition	FY2027	% of Total Tuition	FY2028	% of Total Tuition	Cumulative	Cumulative %
Gross Operating Tuition - Masters Program (Excludes UG Tuition)	\$ 56,021	100.00%	\$ 112,041	100.00%	\$ 168,062	100.00%	\$ 224,082	100.00%	\$ 224,082	100.00%	\$ 784,287	100.00%
Less Waivers or Tuition Discounting - Masters	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
EBB Tuition to this Program	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
EBB Tuition to Central	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
EBB Tuition to other Programs (Includes Net to Home College)	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
Net Tuition	\$ 56,021	100.00%	\$ 112,041	100.00%	\$ 168,062	100.00%	\$ 224,082	100.00%	\$ 224,082	100.00%	\$ 784,287	100.00%

Split of Tuition by Area	FY2024	% of Total Tuition	FY2025	% of Total Tuition	FY2026	% of Total Tuition	FY2027	% of Total Tuition	FY2028	% of Total Tuition	Cumulative Total Tuition Split	Cumulative %
Masters of Energy Conscious Construction	\$ 43,696	78.0%	\$ 87,392	78.0%	\$ 131,088	78.0%	\$ 174,784	78.0%	\$ 174,784	78.0%	\$ 611,744	78.0%
EBB UG Tuition for Courses Delivered by Program Home Dept	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
EBB Tuition to College that Delivered UG Courses	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Tuition Waivers or Discounting	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Campus Fee (5%)	\$ 2,801	5.0%	\$ 5,602	5.0%	\$ 8,403	5.0%	\$ 11,204	5.0%	\$ 11,204	5.0%	\$ 39,214	5.0%
Central Share of UG Tuition (Estimate)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Central (11% + 2% Strategic Reallocation)	\$ 7,283	13.0%	\$ 14,565	13.0%	\$ 21,848	13.0%	\$ 29,131	13.0%	\$ 29,131	13.0%	\$ 101,957	13.0%
Student Aid Fund (4%)	\$ 2,241	4.0%	\$ 4,482	4.0%	\$ 6,722	4.0%	\$ 8,963	4.0%	\$ 8,963	4.0%	\$ 31,371	4.0%
Total - Gross Tuition	\$ 56,021	100.0%	\$ 112,041	100.0%	\$ 168,062	100.0%	\$ 224,082	100.0%	\$ 224,082	100.0%	\$ 784,287	100.0%

Direct & Indirect Costs for Academic Program	FY2024		FY2025		FY2026		FY2027		FY2028		Cumulative Program Costs	Cumulative %
	Program Costs	% of Program Revenue	Program Costs	% of Program Revenue	Program Costs	% of Program Revenue	Program Costs	% of Program Revenue	Program Costs	% of Program Revenue		
Direct Instructional Salaries & Benefits	\$ 34,070	78.0%	\$ 36,541	41.8%	\$ 41,492	31.7%	\$ 42,322	24.2%	\$ 43,168	24.7%	\$ 197,593	50.0%
Direct Instructional Support Salaries & Benefits	\$ 28,314	64.8%	\$ 30,906	35.4%	\$ 39,531	30.2%	\$ 40,322	23.1%	\$ 42,102	24.1%	\$ 181,175	45.8%
Third Party Costs (Ind A.O.I. Level 2 / 3 Service)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Direct Course Costs	\$ 3,200	7.3%	\$ 3,266	3.7%	\$ 3,334	2.5%	\$ 3,404	1.9%	\$ 3,476	2.0%	\$ 16,680	4.2%
Other Costs	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Total	\$ 65,584	150.1%	\$ 70,713	80.9%	\$ 84,357	64.4%	\$ 86,047	49.2%	\$ 88,747	50.8%	\$ 395,448	100.0%

	FY2024	%	FY2025	%	FY2026	%	FY2027	%	FY2028	%	Cumulative	Cumulative %
Profit or (Loss) & % of Profit to Program after all expenses are covered	(\$21,888)	-39.1%	\$16,679	14.9%	\$46,731	27.8%	\$88,737	39.6%	\$86,037	38.4%	\$216,296	27.6%
Cumulative Profit/(Loss) to Date	(\$21,888)		(\$5,209)		\$41,522		\$130,258		\$216,296			
Amount Paid to Program per SCH	\$ 486		\$ 486		\$ 486		\$ 486		\$ 486			
Amount Paid to Program per AAFTE	\$ 14,565		\$ 14,565		\$ 14,565		\$ 14,565		\$ 14,565			
Clear Profit/(Loss) to Program per SCH	(\$243.20)		\$92.66		\$173.08		\$246.49		\$238.99			
Clear Profit/(Loss) to Program per AAFTE	(\$4,377.56)		\$1,667.87		\$3,115.40		\$4,436.83		\$4,301.87			



Fiscal Year	FY2024	FY2025	FY2026	FY2027	FY2028
Annual Net Revenue	(\$21,888)	\$16,679	\$46,731	\$88,737	\$86,037
Cumulative Profit/Loss	(\$21,888)	(\$5,209)	\$41,522	\$130,258	\$216,296
Program Revenue	\$ 43,696	\$ 87,392	\$ 131,088	\$ 174,784	\$ 174,784
Waivers & Student Aid Fund	\$ 2,241	\$ 4,482	\$ 6,722	\$ 8,963	\$ 8,963
Central/Campus Revenue	\$ 10,084	\$ 20,167	\$ 30,251	\$ 40,335	\$ 40,335
EBB UG Payout	\$ -	\$ -	\$ -	\$ -	\$ -
Clear Profit Margin	-39.1%	14.9%	27.8%	39.6%	38.4%
% of Expenses to Total Tuition	117.1%	63.1%	50.2%	38.4%	39.6%

Exhibit E

Library Support



WASHINGTON STATE UNIVERSITY
Libraries

Statement of Library Support

I am writing to state that the existing collections and services of the WSU Libraries are entirely able to support the proposed extension of the master's degree as well as the master's and undergrad certificate in Energy Conscious Construction as put forward by the School of Design and Construction. The program will use resources currently provided by the libraries, and any impact of the new programs on the WSU Libraries' collections, services, and personnel should be minimal. Existing personnel and services can meet the needs of this program.

The focus of this program falls within areas of research and teaching in the field of science that the Libraries' collection policies currently support. The databases and eBooks VCEA Pullman students use on campus are available to Global Campus Students. In addition, online tutorials, guides, book delivery, and other library services are designed to support WSU students taking classes online or in a hybrid model (for more information, see the Library Services for WSU Global Campus website here: <http://libguides.libraries.wsu.edu/global>).

While the addition of students in the Energy Conscious Construction program may result in more time and attention from the science librarians, book delivery, interlibrary loan services, and online research help services, the program's impact on the Libraries will be minimal. I am confident this program will not burden the Libraries or library staff.

The WSU Libraries are well prepared to meet the needs of students and instructors in the Energy Conscious Construction programs. Thank you to Kelly Newell and the School of Design and Construction for the mindful consultation with the Libraries while proposing the expansion of this program.

Chelsea Leachman
Science & Engineering Librarian
Owen Science Library 115
Washington State University, Pullman
509.335.8527
chelsea.leachman@wsu.edu

Exhibit F
Support from the Dean's Office



WASHINGTON STATE
UNIVERSITY

Voiland College of Engineering and Architecture

Date: November 4, 2022

To: Jason Peschel, Interim Director, School of Design and Construction

From: Mary Rezac, Dean, Voiland College of Engineering and Architecture

Subject: Support for Master of Energy Conscious Construction degree through Global Campus

I offer my strong support for the proposal submitted by the School of Design and Construction to launch an online professionally-oriented master's degree through the Global Campus.

The Voiland College of Engineering and Architecture supports the plan for the proposed Master's in Energy Conscious Construction (MECC) degree. With financial support from the Department of Energy, the College will not be contributing startup funds. In addition, with this new degree program planned as a self-sustaining program, the college assumes no financial responsibility for the program if revenues do not meet projections. The School of Design and Construction will assume all financial responsibility for the program.

The MECC degree program will be reviewed annually for effectiveness in learning and building sustainable enrollments. After year four, the Program Director, School of Design and Construction Director, VCEA Director of Online Learning Programs, and I will evaluate the program's success to determine the future of the program.

Thank you, Dr. Omar Al-Hassawi, and the other faculty and staff involved in the development of this program for the commitment to providing educational opportunities to meet the diverse needs of our students, especially students who are unable to access our physical campuses.

Exhibit G Demand Analysis

Master of Energy Conscious Construction Market opportunity summary December 2022

Demand analysis for Energy Conscious Construction Masters:

- Hanover Research conducted a comprehensive market opportunity scan for WSU Global in 2019, and they found that construction engineering technology/technician was in a high-growth field, indicating that this would be a field with opportunities for new online degree development.
- Hanover Research also found that construction is a top growing career sector, growing but over 6% per year.
- Emsi/Lightcast report showed also that the skills and careers associated with this degree pathway are growing well above the national average, indicating a need for graduates in this area.
- Additionally, in 2022, Hanover Research provided insight into the top 10 fastest growing master's degrees, with Architectural and Building Science/Technology in the 3rd position with a growth rate of 67.7%, indicating student, institutional, and industry investment in this program area.
- Finally, Hanover Research in their 2022 report also listed “sustainability” as an emerging field for institutional investment.

Based on these findings, and the performance of our previously launched master's programs, we predict the following enrollments:

	Year 1	Year 2	Year 3	Year 4	Year 5
<i>Enter the fiscal year begin date of program (e.g. 2022 for Fall-21)</i>	2024	2025	2026	2027	2028
<i>Enter total student headcount enrolled per year</i>	10	15	22	30	35
<i>Enter student credit hours (estimated), per student, per year</i>	18	18	18	18	18

FUTURE ACTION ITEM # 2

Honorary Doctoral Degree Selection Committee
(Dr. Erica Weintraub Austin, Committee Chair)

TO ALL MEMBERS OF THE BOARD OF REGENTS

SUBJECT: Honorary Doctoral Degree, 2024

PROPOSED: That the Board of Regents consider and confer two candidates for Honorary Doctoral Degrees from Washington State University.

SUBMITTED BY: Dr. Erica Weintraub Austin, Committee Chair
Honorary Doctoral Degree Selection Committee 2023/2024

SUPPORTING INFORMATION: Members of the Honorary Doctoral Degree Committee met recently to review four nominations for Honorary Doctoral Degrees. After careful deliberation, the committee was pleased to present two outstanding candidates to President Kirk Schulz and the Faculty Senate Steering Committee to consider for recommendation to the Board of Regents.

With the unanimous approval of President Schulz and the entire Faculty Senate Steering Committee, it is my honor to present two candidates to the WSU Board of Regents for consideration as recipients of an Honorary Doctoral Degree:

The Honorary Doctoral Degree is an award of the highest esteem to be presented to individuals who have made a profound and enduring contribution to their field of scholarship and improved quality of life to society at large. Recipients are individuals of great integrity whose work will enhance the intellectual climate of Washington State University.

The selection committee has determined these individuals have made tremendous contributions of significant impact locally, nationally, and globally. Their lives missions continue to inspire our students at Washington State University and exemplify WSU's mission and Strategic Plan as a Land Grant University.

ATTACHMENTS: Nomination Submission Materials

INFORMATION ITEM #1

Items Approved by the President Under Delegated Authority
Establishment of Center and Degree Extension
(Elizabeth S. Chilton)

Establishment of Center

- Establish the WSU Center for Research and Innovation in Special Education (RISE)

Mission Statement of RISE

Through research, innovation, service, and outreach, the Washington State University Center for Research and Innovation in Special Education generates and disseminates new knowledge aimed at enhancing the lives of people with disabilities, their families, schools, and communities. Built on a foundation of social justice, the Center for Research and Innovation in Special Education fosters and promotes diversity, equity, and full inclusion for all people, including racially, linguistically, and ability-diverse learners. The Center for Research and Innovation in Special Education is engaged in work that directly supports the land grant mission of the university, incorporates interdisciplinary connections, and addresses the need for innovative special education research and partnerships within Washington state and beyond. The mission of the WSU Center for Research and Innovation in Special Education is to transform the lives of people with disabilities, their families, schools, and communities through research and interdisciplinary approaches that seek innovative solutions to problems related to collaboration, inclusion, transition, and instruction.

The creation of the Center was passed by the Faculty Senate on November 2, 2023. The complete proposal, as submitted to President Schulz for consideration, is available upon request.

Degree Extension

- Extend the Doctor in Education Leadership to WSU Everett

The degree extension was passed by the Faculty Senate on November 2, 2023. The complete proposal, as submitted to President Schulz for consideration, is available upon request.

AGENDA

Washington State University Board of Regents
Executive and Governance Committee

Seattle Children's Research Institute
Cure Private 01-750 Meeting Room
1920 Terry Ave, Seattle, WA 98101

January 25, 2024
11:30 a.m.

Committee Members: Lisa Keohokalole Schauer (Chair), Jenette Ramos, Marty Dickinson

Action Items

1. Conflict of Interest Policy Updates (BOR 1) (Schulz/Hess)
2. Committee Charters Policy Updates (BOR 3) (Schulz/Hess)
3. 2025 Board of Regents meeting Schedule (Schauer)

ACTION ITEM #1

Proposed Revisions to Board of Regents Conflict of Interest Policy (BOR1) (Kirk Schulz/Danielle Hess)

TO ALL MEMBERS OF THE BOARD OF REGENTS

SUBJECT: Proposed Revisions to the Board of Regents Conflict of Interest Policy (BOR1)

PROPOSED: That the Board of Regents approve proposed revisions to the Board of Regents Conflict of Interest Policy (BOR1)

SUBMITTED BY: Kirk Schulz, President

**SUPPORTING
INFORMATION:**

In 2016, the Board approved the Board of Regents Conflict of Interest Policy (BOR1). The policy requires Board members to (1) annually certify that they filed a financial disclosure form with the Public Disclosure Commission and that they will comply with the Conflict of Interest Policy, and (2) disclose potential conflicts and recuse themselves from participation in matters that involve a conflict of interest. The policy cites the Washington State Ethics in Public Service Act, RCW 42.52, and sets forth several specific prohibitions and conflict of interest procedures required by statute.

The policy states that it is not a conflict of interest for the student regent to participate in or vote on matters of general interest to WSU students. With the addition of a faculty regent in 2022, we propose adding similar language stating it is not a conflict of interest for the faculty regent to participate in or vote on matters of general interest to WSU faculty. Also, student and faculty regents are prohibited by statute from participating in or voting on matters related to the hiring, discipline, or tenure of specific faculty members (and other personnel, for the student regent). Because this statutory language relates to conflict of interest, we propose adding it to the policy.

Other updates include adding references to the new University Ethics Policy (EP45), adding language mirroring the University Ethics Policy in places, and including WSU's Ethics Compliance Advisor as a resource.

ATTACHMENT: A redline version of the policy with the proposed changes is attached.

Board of Regents Policy #1

Revision Approved by the Board of Regents, ~~August 24, 2016~~ <Date TBD>

Draft #1

Board of Regents Conflict of Interest Policy

Contents

1.0 Policy and Purpose

2.0 Definition of Conflict of Interest

3.0 Requirements and Procedures

4.0 Assistance

1.0 Policy and Purpose

The members of the Board of Regents, as well as all Washington State University faculty and staff, hold positions of public trust and should adhere to the highest ethical standards in carrying out their duties to the University. These standards include maintaining objectivity and independent judgment to ensure all actions are taken in the best interests of the University, and avoiding activities that could impair the public's trust in the institution.

Purpose

This policy protects the interests of the University by providing guidance to the Regents in recognizing and handling conflicts of interest and meeting their obligations under the Washington State Ethics in Public Service Act (Ethics Act). The Ethics Act prohibits state officers and employees from having an interest, financial or otherwise, direct or indirect, or engaging in a business or transaction or professional activity, or incurring an obligation of any nature, that is in conflict with the state officer's or employee's duties. ([RCW 42.52.020](#); [University Ethics Policy \(EP45\)](#)) In addition to these statutory obligations, members of the Board of Regents have fiduciary responsibilities to the University, which require them to avoid actual, potential, or apparent conflicts of interest and exercise their authority solely on the basis of promoting the best interests of the institution and the public good.

2.0 Definition of Conflict of Interest

A conflict of interest is a personal interest, financial, familial, professional, or otherwise, that might impair or reasonably appear to an objective, outside observer to impair a Regent's independent, unbiased judgment in the discharge of ~~his or her~~ their responsibilities to the University.

For purposes of this policy, the Student Regent ~~shall is~~ not be deemed to have a conflict of interest for purposes of participation in or voting on matters of general interest to Washington State University students. Likewise, the Faculty Regent is not deemed to have a conflict of interest for purposes of participation in or voting on matters of general interest to Washington State University faculty.

Board of Regents Policy #1

Revision Approved by the Board of Regents, ~~August 24, 2016~~ <Date TBD>

Draft #1

Board of Regents Conflict of Interest Policy

3.0 Requirements and Procedures

The following requirements and procedures apply:

- Each Regent ~~will file~~ annually files a personal financial affairs disclosure, as required by the *Washington Public Disclosure Act*, RCW Chapter [42.17A.700](#).
- Within thirty days of appointment to the Board of Regents, and each year annually, each Regent ~~will sign~~ s a statement certifying they have read, understand, and will comply with this Conflict of Interest Policy and that they have filed the required annual personal financial affairs disclosure with the Public Disclosure Commission. The completed statements are retained in the Office of the President for the applicable retention period.
- **For financial transactions involving the University:** If the Board of Regents is called upon to consider a transaction in which a Regent owns a beneficial interest, as defined in [RCW 42.52.010](#), the Regent ~~shall disclose~~ s the precise nature of his or her interest to the Chair of the Board of Regents and ~~shall refrain~~ s from participating in the Board's consideration of the transaction. ([RCW 42.52.030](#))
- **For building contracts, improvements, or building supplies:** No Regent ~~shall may~~ have a financial interest, either directly or indirectly, in any contract for any building or improvement at the University, or for furnishing supplies for any building or improvement. ([RCW 28B.30.140](#))
- **For certain personnel matters:** The Student Regent is prohibited from participating in or voting on matters related to the hiring, discipline, or tenure of faculty members and personnel. The Faculty Regent is prohibited from participating in or voting on matters related to the hiring, discipline, or tenure of specific faculty members. (RCW 28B.30.100(5))
- **For other matters:** All Regents ~~should are to~~ be sensitive to matters that could involve an actual, apparent, or potential conflict of interest. If a Regent becomes aware of any personal, financial, familial, or professional relationship that could give rise to a conflict of interest with respect to a particular matter, the Regent ~~shall is to~~ promptly disclose the relationship to the Chair of the Board of Regents (or Vice Chair, if the Chair is unavailable or is the Regent with the possible conflict). In turn, legal counsel may be consulted. The Chair (or Vice Chair, if applicable) makes the final decision regarding whether a conflict of interest exists. A recess may be taken if needed to address an issue arising during a Regents meeting.
- **Recusal:** Regents should err on the side of caution and ~~shall~~ recuse themselves from participating in, influencing, or voting on matters when a conflict of interest exists. The Regent's recusal (or the decision not to recuse and the basis for that decision) ~~shall be is~~ be is noted on the record. In the event of recusal, the Regent's presence ~~will is~~ be is not ~~be~~ counted when determining whether there is a quorum for action on that matter.

Board of Regents Policy #1

Revision Approved by the Board of Regents, ~~August 24, 2016~~ <Date TBD>

Draft #1

Board of Regents Conflict of Interest Policy

3.0 Requirements and Procedures (cont.)

- **Exception:** Except when prohibited by law, in the event that a conflict of interest arises but recusal would, in the judgment of the Chair (or Vice Chair, if applicable) cause significant harm to the institution, the Chair (or Vice Chair, if applicable), after consultation with legal counsel, may authorize limited participation under carefully defined conditions. An explanation of the conflict, the justification for allowing participation, and the conditions of participation ~~shall be~~ are noted on the record.

4.0 Assistance

Questions ~~or complaints~~ regarding this policy, or concerns about possible conflicts of interest, should be directed to the Chair of the Board of Regents, the University's ~~Chief Audit Executive~~ Ethics Compliance Advisor, or the Senior Assistant Attorney General's ~~Office~~.

ACTION ITEM #2

Proposed Revisions to Board of Regents Policy on Committee Charters (BOR₃) (Kirk Schulz/Danielle Hess)

TO ALL MEMBERS OF THE BOARD OF REGENTS

SUBJECT: Proposed Revisions to the Board of Regents Policy on Committee Charters (BOR₃)

PROPOSED: That the Board of Regents approve proposed revisions to the Board of Regents Policy on Committee Charters (BOR₃)

SUBMITTED BY: Kirk Schulz, President

SUPPORTING INFORMATION: The BOR Policy on Committee Charters was last updated in June 2022, when the Regents consolidated six committees into four. With the exception of the Executive and Governance Committee, all Regents now are members of all committees. The current committees are:

- Executive and Governance
- Academic and Student Affairs
- Finance and Administration
- Strategic and Operational Excellence

As part of a periodic review of the policy, the following revisions are recommended:

- For the Executive and Governance Committee, adding responsibilities for (1) regularly reviewing and updating BOR policies and bylaws, and (2) encouraging the timely completion of mandatory training for all BOR members.
- For the Strategic and Operational Excellence Committee, clarifying BOR responsibility for both system and campus strategic planning.

Additional minor changes in wording and organization are also proposed.

ATTACHMENT: A redline version of the policy with the proposed changes is attached.

Board of Regents Policy #3
Revision Approved by the Board of Regents, ~~June 6, 2022~~ <Date TBD> **Draft #1**

Board of Regents Policy on Committee Charters

Contents

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2.2 Academic and Student Affairs Committee

2.2.a Purpose and Authority

2.2.b Composition

2.2.c Responsibilities

2.3 Finance and Administration Committee

2.3.a Purpose and Authority

2.3.b Composition

2.3.c Responsibilities

2.4 Strategic and Operational Excellence Committee

2.4.a Purpose and Authority

2.4.b Composition

2.4.c Responsibilities

1.0 Policy and Purpose

Board of Regents (BOR) standing committees assist it in focusing and organizing its work around institutional issues and responsibilities that align with the BOR's governance role. Committee charters delineate committee structure and responsibilities and help advance the productivity of the BOR.

BOR committees include an Executive and Governance Committee and three committees of the whole:

- The Academic and Student Affairs Committee, ~~which encompasses Academic Affairs, Research, and Student Life;~~
- The Finance and Administration Committee, ~~which encompasses Finance, Compliance, Audit, Infrastructure, and Athletics;~~
- The Strategic and Operational Excellence Committee, ~~which encompasses Inclusion, Diversity, Equity, and Access, Planning, Governmental Affairs, Advancement, Corporate Engagement, and WSU Extension.~~

Board of Regents Policy #3
Revision Approved by the Board of Regents, ~~June 6, 2022~~ <Date TBD> **Draft #1**

Board of Regents Policy on Committee Charters

2.0 BOR Standing Committee Charters

2.1 Executive and Governance Committee

2.1.a Purpose and Authority

The Executive and Governance Committee has a broad mandate ~~from the BOR~~ to work with the BOR chair and the WSU president to help the BOR function effectively and efficiently in service to WSU and to the public. ~~it serves~~. It is vested with ~~the~~ authority to act on behalf of the BOR on emergency matters that cannot or should not be delayed until the BOR's next regularly scheduled meeting or until a special meeting of the full BOR is called, such action taking place at a meeting conducted in accordance with the requirements of Washington law.

Three members of the Executive and Governance Committee ~~shall~~ constitute a quorum for the conduct of business of the committee. If three members of the committee are not available, the BOR chair may designate any member of the BOR to temporarily fill the role as a member of the committee.

2.1.b Composition

The Executive and Governance Committee ~~shall consist~~s of the BOR chair, the BOR vice chair, and the immediate past BOR chair. The WSU president ~~shall serve~~s as an ex officio (non-voting) member of the committee, except when the committee is considering matters of the president's hiring, evaluation, or compensation. Committee membership ~~shall~~ changes concurrently with the schedule for BOR elections as outlined in Article I, Section 3, of the Board of Regents Bylaws.

2.1.c Responsibilities

The committee's responsibilities include:

- Monitoring the president's performance and overseeing presidential assessment and compensation, including annual and comprehensive performance evaluations in accordance with [BOR Policy #6](#);
- Monitoring, reviewing, advocating for, and implementing best practices in higher education governance;
- Ensuring that a substantive, comprehensive orientation program is provided to all new BOR members;
- Regularly reviewing and updating BOR policies and bylaws;

Board of Regents Policy #3
Revision Approved by the Board of Regents, ~~June 6, 2022~~ <Date TBD> **Draft #1**

Board of Regents Policy on Committee Charters

2.1 Executive and Governance Committee (cont.)

2.1.c Responsibilities (cont.)

- Encouraging ~~that~~ all BOR members to continue to learn about the institution and their responsibilities, including timely completion of any mandatory training and participation in regular in-service education opportunities;
- Overseeing the timing and process of periodic BOR self assessment;
- Ensuring the BOR adheres to its policies, bylaws, applicable state and federal laws, and principles that advance inclusion, diversity, equity, and access;
- Serving as a sounding board for the WSU president;
- Acting on behalf of the BOR in emergency matters.

2.2 Academic and Student Affairs Committee ~~(Academic Affairs, Research, and Student Life)~~

2.2.a Purpose

This committee facilitates the BOR's responsibilities for teaching, research, and other academic matters, as well as matters relating to student affairs, student life, and education and activities outside the classroom.

2.2.b Composition

This is a committee of the whole. The BOR chair ~~shall~~s appoints a chairperson, as provided in the Board of Regents Bylaws. Additionally, the WSU president ~~shall~~s appoints one ex officio primary liaison from among the officers of WSU and may appoint other ex officio members. The primary liaison, in consultation with the committee chairperson, the Office of the President, and other appropriate WSU officials, ~~shall be is~~ responsible for development of the committee agenda.

2.2.c Responsibilities

This committee ~~shall~~s considers matters, makess recommendations, and providess governance oversight in the following areas:

- Academic policy and programs, including accreditation; curriculum; instruction; educational technology; online education; student advising; research; public service; admission requirements; the establishment and discontinuation of educational and research departments, colleges, and units; and the establishment and discontinuation of degree programs;

Board of Regents Policy #3
Revision Approved by the Board of Regents, ~~June 6, 2022~~ <Date TBD> **Draft #1**

Board of Regents Policy on Committee Charters

2.2 Academic and Student Affairs Committee (cont.)

2.2.c Responsibilities (cont.)

- Research, scholarship, and creativity statewide, nationally, and internationally, including economic development activities;
- Intellectual property, technology transfer, and commercialization activities;
- Enrollment management and planning, including enrollment levels for each campus and system-wide; admissions; financial aid; student retention; and graduation rates;
- Inclusion, diversity, equity, and access, in all matters pertaining to academics, research, faculty affairs, and student life;
- Faculty affairs, including matters relating to recruitment, retention, promotion, composition of the faculty, and other policies and matters that impact faculty;
- Student affairs and student life, including policies, practices, and procedures that impact students; housing and dining services; health and safety; student organizations; career services; student support programs; education abroad; recreation, civic engagement and leadership; and extracurricular and cocurricular activities.

2.3 Finance and Administration Committee ~~(Finance, Compliance, Audit, Infrastructure, and Athletics)~~

2.3.a Purpose

This committee facilitates the BOR's responsibilities for the financial and administrative operations of WSU, including fiscal and compliance matters related to intercollegiate athletics. The committee also is responsible for physical and information technology infrastructure, as well as other infrastructure matters.

2.3.b Composition

This is a committee of the whole. The BOR chair ~~shall~~s appoints a chairperson, as provided in the Board of Regents Bylaws. Additionally, the WSU president ~~shall~~s appoints one ex officio primary liaison from among the officers of the WSU and may appoint other ex officio members. The primary liaison, in consultation with the committee chairperson, the Office of the President, and other appropriate WSU officials, ~~shall be~~is responsible for development of the committee agenda.

Board of Regents Policy #3
Revision Approved by the Board of Regents, ~~June 6, 2022~~ <Date TBD> **Draft #1**

Board of Regents Policy on Committee Charters

2.3 Finance and Administration Committee (cont.)

2.3.c Responsibilities

This committee ~~shall~~ considers matters, makes recommendations, and provides governance oversight on the following:

- Investments, including:
 - Reviewing and approving changes to the Investment Policy Statement for the Washington State University Foundation Consolidated Endowment Fund (Fund) Investment Policy, as it relates to the WSU endowed assets;
 - Reviewing and recommending BOR-appointed members to the WSU Foundation Investment Committee; ~~-(Committee);~~
 - Annually reviewing the operational performance of the Fund and the actions of the WSU Foundation, its Governors, and the WSU Foundation Investment Committee;
- Borrowing and debt management, including the financing of capital projects;
- Operating and capital budget endorsement, including overseeing annual and long-range operating and capital budgets; and reviewing, providing recommendations, and approving all requests for appropriation of state funds;
- Student fees and tuition;
- Audit, including meeting a minimum of two times per year with WSU's chief audit executive to discuss the effectiveness of WSU's internal controls, significant status updates on corrective action plans, the audit plan, and internal audit activity; review of the audit charter, as needed; this committee or the committee chairperson ~~shall~~ meets at least once per year with the internal auditor in the absence of WSU officers;
- Finance, including oversight of the financial health of WSU and the integrity of its financial statements; sufficient opportunity for the independent external auditor to meet with the committee or the committee chairperson ~~shall~~ at least annually is to be provided;
- Compliance, including meeting a minimum of two times per year with WSU's chief compliance officer to receive updates, reports on the status of corrective action plans, presentations and/or recommendations on compliance issues, including discrimination, harassment, and Title IX issues, and reports regarding any significant noncompliance issues; in addition, the committee will review the compliance charter as needed; sufficient opportunity for the chief compliance officer to meet with the committee ~~shall~~ is to be provided; this committee or the committee chairperson ~~shall~~ meets at a minimum of once per year with the chief compliance officer in the absence of WSU officers;

Board of Regents Policy #3
Revision Approved by the Board of Regents, ~~June 6, 2022~~ <Date TBD> **Draft #1**

Board of Regents Policy on Committee Charters

2.3 Finance and Administration Committee (cont.)

2.3.c Responsibilities (cont.)

- Investigation of any matter brought to the committee's attention with full access to all records, facilities, and personnel of WSU and the authority to engage other individuals, including professionals external to WSU as necessary to carry out its duties, consistent with applicable laws; the committee will receive any required education and sign any necessary forms to review regulated, confidential, and/or privileged records and information;
- Risk management, including meeting a minimum of once per year with WSU's chief risk officer to discuss significant enterprise and operational risks and WSU's risk management plan;
- Campus safety and security;
- WSU trust lands;
- Classified and administrative professional employees, including matters relating to recruitment, retention, promotion, policies, collective bargaining, and other matters that impact employees;
- Real property, including ownership, management, leasing, acquisition, and disposition;
- Inclusion, diversity, equity, and access (IDEA) as they relate to matters within the purview of this committee, including ensuring that IDEA principles are being considered and followed in all areas of WSU administrative operations;
- Physical facilities, including:
 - Long-range physical planning, including capital and campus master plans;
 - Capital-asset preservation and renewal, including monitoring deferred maintenance and overseeing the repairs, replacements, modernization, and renovations of buildings and infrastructure systems;
 - Major capital projects;
 - Research infrastructure, including major research facilities, core instrumentation laboratories, and other capabilities;
 - Plant operations and maintenance;
 - Facilities-related policies and procedures (e.g., bidding processes, safety, sustainability, and ADA compliance);
- Information technology, including the needs of, and coordination among, the various campuses in information technology areas, research computing, telephone services, and other technologies;
- Athletics, including budget, policies, compliance, Pac-12 and NCAA, and matters pertaining to student athletes.

Board of Regents Policy #3
Revision Approved by the Board of Regents, ~~June 6, 2022~~ <Date TBD> **Draft #1**

Board of Regents Policy on Committee Charters

2.4 Strategic and Operational Excellence Committee ~~(Inclusion, Diversity, Equity, and Access, Planning, Governmental Affairs, Advancement, Corporate Engagement, and Extension)~~

2.4.a Purpose

This committee facilitates the BOR's engagement in strategic planning and analysis, institutional advancement, development, marketing and communications, alumni relations, corporate engagement, and governmental relations. It also considers matters pertaining to the efficiency and effectiveness of system-wide operations and has broad oversight of WSU's activities and progress in the areas of inclusion, diversity, equity, and access system-wide.

2.4.b Composition

This is a committee of the whole. The BOR chair ~~shall~~ appoints a chairperson, as provided in the Board of Regents Bylaws. Additionally, the WSU President ~~shall~~ appoints one ex officio primary liaison from among the officers of WSU and may appoint other ex officio members. The primary liaison, in consultation with the committee chairperson, the Office of the President, and other appropriate WSU officials, ~~shall be~~ is responsible for development of the committee agenda.

2.4.c Responsibilities

This committee ~~shall~~ considers matters, ~~makes~~ recommends, and ~~provides~~ governance oversight on the following:

- ~~Inclusion, diversity, equity, and access~~ (IDEA), including high-level coordination between and among BOR committees in this area, coordination and review of WSU's IDEA efforts system-wide, and receiving presentations and information from WSU's diversity and equity experts and/or the Executive Director for Tribal Relations no less than once per year regarding progress and challenges;
- Strategic and organizational planning and analysis, including development and approval of the strategic plan for each campus and the WSU system, ~~'s strategic plan~~, oversight of ~~its~~ implementation, and monitoring overall performance, including review of meaningful performance metrics;
- Advancement, development, and fundraising, including supporting the WSU Foundation in achieving its goals and aligning fundraising efforts and the institution's strategic priorities;

Board of Regents Policy #3
Revision Approved by the Board of Regents, ~~June 6, 2022~~ <Date TBD> **Draft #1**

Board of Regents Policy on Committee Charters

2.4 Strategic and Operational Excellence Committee (cont.)

2.4.c Responsibilities (cont.)

- Alumni relations, including working with the WSU Alumni Association to support programs and activities that encourage alumni involvement with, and support of, WSU;
- Government affairs, including the institution's public policy agendas and long- and ~~short range~~ short-range planning and engagement efforts aimed toward advancing WSU's strategic priorities to all local, state, and federal leaders, constituencies, and agencies, including the Washington Legislature and the general public.
- Marketing and communications, including strategic public relations, marketing, and communications efforts;
- Corporate engagement, including major sponsorships and relationships that advance WSU objectives; and
- WSU Extension and all of its operations statewide.

ACTION ITEM #3
2025 Board of Regents Meeting Schedule
(Lisa Keohokalole Schauer)

TO ALL MEMBERS OF THE BOARD OF REGENTS

SUBJECT: Establishment of the 2025 Board of Regents Meeting Schedule

SUBMITTED BY: Lisa Keohokalole Schauer, Chair Board of Regents

PROPOSED: That the Board of Regents approve the schedule for the 2025 Board of Regents Meetings; and delegate authority to the President of the University or his designee to select and designate appropriate meetings places, establish meeting times, establish the agenda and prepare agenda items, dispatch all official notices to meet the state Open Public Meetings Act or other notice requirements, publish minutes and maintain records of meetings, and take other necessary action as required for the orderly conduct of Board Meetings.

SUPPORTING
INFORMATION: Proposed meeting dates are as follows:

<u>2025 Dates</u>	<u>Location</u>	<u>Campus Focus</u>
January 23-24, 2025	Seattle	Global
March 6-7, 2025	Tri-Cities	Tri-Cities
April 17-18, 2025	Spokane	Spokane
June 5-6, 2025 (Retreat)	Everett	Everett
September 18-19, 2025	Pullman	Pullman
November 13-14, 2025	Seattle	Vancouver

BOARD OF REGENTS

2025 Board of Regents Meeting Schedule

Resolution # 240126-703

BE IT RESOLVED that the Board of Regents of Washington State University hereby adopts the following schedule of meeting dates for 2025:

<u>2025 Dates</u>	<u>Location</u>
January 23-24, 2025	Seattle
March 6-7, 2025	Tri-Cities
April 17-18, 2025	Spokane
June 5-6, 2025 (Retreat)	Everett
September 18-19, 2025	Pullman
November 13-14, 2025	Seattle

BE IT FURTHER RESOLVED that pursuant to RCW 28B.10.528, authority is hereby delegated to the President of the University or his designee to select and designate appropriate meeting places, establish meeting times, establish the agenda and prepare agenda items, dispatch all official notices to meet the state Open Public Meetings Act or other notice requirements, publish minutes and maintain records of meetings, and take other necessary action as required for the orderly conduct of Board meetings.

BE IT FURTHER RESOLVED that when a regular meeting is rescheduled, notice thereof will be given in conformance with the notice requirements specified by the Open Public Meetings Act for special meetings, with the understanding that special meetings may be called by the President of the Board or as otherwise provided by law.

BE IT FURTHER RESOLVED that the Board of Regents may convene Executive Sessions whenever it is deemed necessary in the interest of the University for the purpose of discussing matters or items for which Executive Sessions are authorized in RCW 42.30 as it now exists or may be amended hereafter.

DATED this 26th day of January, 2024.

Chair of the Board of Regents

Secretary of the Board of Regents



WASHINGTON STATE
UNIVERSITY

AGENDA

Washington State University Board of Regents
Strategic and Operational Excellence Committee

Seattle Children's Research Institute
Cure Private 01-750 Meeting Room
1920 Terry Ave, Seattle, WA 98101

January 25, 2024
12:30 p.m.

Committee: John Schoettler (Chair), Marty Dickinson, Doug Picha, Heather Redman

Discussion Item

1. Enrollment Management Overview (Oba)

Information Items

1. State of Information Technology at WSU (Opheim)
2. WSU System Strategic Plan Update (Hoyt)

Future Action Items

1. Regents Distinguished Alumni Award Nominations (Pruneda)
2. WSU Global Campus Strategic Plan (Cillay)

INFORMATION ITEM #2
WSU System Strategic Planning Update
(Christine Hoyt)

TO ALL MEMBERS OF THE BOARD OF REGENTS

SUBJECT: WSU System Strategic Planing Update:
- Progress Toward Achievement of System Goals and Objectives
- System Planning Maturity

SUBMITTED BY: Christine Hoyt, Vice President for Strategy, Planning, and Analysis (OSPA)

SUPPORTING
INFORMATION: **Progress Toward Achievement of System Goals and Objectives**

WSU monitors progress toward achievement of its strategic goals and objectives on its strategic plan [website](#). This site includes links to system strategic plan annual reports, and it hosts the platform for reporting on progress toward achieving current annual objectives and strategies.

Below are brief summaries of progress made, both annually and within the context of working on current objectives and strategies, with links to these reporting mechanisms that provide additional detailed information.

2022-2023 Annual Report

As reported on at the November 16-17, 2023, Board of Regents meeting, the 2022-2023 System Strategic Plan Annual Report outlines the substantive progress achieved last year in each of WSU's four goal areas. The report delves into the specifics of the previous year's annual objectives, metrics, and notable advancements. Additionally, it sheds light on progress made toward enhancing our strategic planning processes to support institution-wide planning. You may access the full annual report [here](#).

Annual Objective Progress Report

For 2023-2024, there are a total of 15 objectives and 57 strategies designed to advance progress toward WSU's system goals. Detailed information regarding these objectives and strategies can be found on WSU's public strategic plan [dashboards](#), which show progress updates made between December 14, 2023, and up to the current date.

Note that additional data visualizations have been added to this website since the November 2023 Regents' meeting for objectives that have a numerical metric associated with them.

Cumulatively, the overall status toward completion of each of the 57 strategies is:

- Gray = Not Started (1)
- Green = On Track (48)
- Yellow = Off Track(2)
- Red = At Risk (1)
- Dark Green = Achieved (5)

Strategic Planning Maturity

WSU is actively advancing its “planning maturity” through an ongoing series of projects and initiatives aimed in strengthening our proficiency in developing, executing, and adapting our strategic plans. This strategic enhancement extends across the entire system and encompasses plans at the campus, college, and unit levels. Commencing with the development of foundational processes, this ongoing effort has evolved to establishing more advanced and complex structures. Notably, these structures are designed to facilitate aligned and integrated planning, marking a significant stride in our strategic development journey.

Attached for your reference is a detailed report that outlines progress made last year and an outline of the current projects for spring, summer, and fall 2024.

Attachments:

WSU System Strategic Plan Annual Reports ([link](#))
WSU System Strategic Plan Progress Dashboards ([link](#))
WSU System Strategic Plan Maturity Report (attachment)
Strategic Plan Update PowerPoint, January 2024 (attachment)



WSU System Strategic Planning Maturity Development

Progress Report for the January 25, 2024, Board of Regents Strategic and Operational Excellence Committee

Goal: To establish and sustain a culture of planning at WSU to catalyze achievement of WSU's long-term vision in collaboration with institutional partners.

Current Objectives:

- Continue to establish structures and processes to support the continued development of a culture of planning and the advancement of systemwide planning maturity.
- Improve WSU's framework for monitoring progress and increase transparency for WSU's stakeholders.
- Establish and maintain a communication structure and activities to facilitate collaboration and communicate systemwide planning, including annual progress reporting.

Key Accomplishments: 2023

Below are the projects and strategies completed in support of the above objectives.

- **Planning Alignment:**
 - Created and adopted Standards for Strategic Planning and Alignment, a document that sets forth guidance for campuses, colleges, and units related to strategic planning at WSU.
 - Completed the discovery process for the first stage of the alignment project: research and interviews with colleagues responsible for major institutional planning processes aimed to uncover and comprehend planning timelines effectively.
- **Strategic planning services:**
 - Facilitated the development of new strategic plans, refreshing of existing plans, and implementation processes for the following campuses and units: WSU Tri-Cities, WSU Global, WSU Spokane, College of Nursing, and the Division of Student Affairs.
 - Initiated the development of a "strategic planning toolkit" designed to furnish planning tools for campuses, colleges, and units.
- **System Strategic Plan Implementation**
 - Worked in collaboration with the President and other institutional leaders to refresh and develop annual system plan objectives.
 - Held system leadership retreat to develop strategies to support annual objectives.
 - Held regular meetings and check-ins with objective leads.
 - Improved the monitoring framework to ensure timely and transparent progress reporting, including the adoption and implementation of an online platform, "Achievelt," which houses our action plans for system strategic plan progress and reporting.
- **Environmental Scanning and External Engagement**
 - Initiated external stakeholder input activities as part of the annual strategic planning process to gain insights and perspectives about the needs, expectations, and concerns. Included meeting with all campus advisory councils (except Pullman and Global, to take place in 2024) and actively soliciting alumni input through engagement at CougsFirst events.
- **Communication Plan**
 - Developed communication plan in collaboration with systemwide communication leaders.
 - Launched a new strategic planning website.
 - Produced the 2022-2023 System Strategic Plan Annual Report that outlines strides that have been made toward fulfilling our system strategic plan goals and objectives.
 - Executed the "Catch the Vision" campaign. Included interviews on every campus with faculty, staff, and students; produced a video series; and utilized paid and owned media to distribute.



Planning Projects: 2024

Following are the 2024 projects and activities planned in support of the above objectives.

Spring 2024

- Institutional metrics: Establish the institutional metrics that the WSU system will use in support of its mission and priorities.
- Trends reporting and environmental scanning: Establish the process for consistent monitoring and reporting of WSU's external and internal environments, including institutional risks, and the development of an engagement plan to ensure stakeholder input.
- Alignment and integration: Map major institutional planning processes at WSU; develop annual strategic planning cycle; identify short- and long-term strategies to support alignment between strategic planning and budget processes.
- Annual objective and strategy planning: Work with institutional leadership to develop annual objectives, strategies, and metrics for 2024-2025.
- Leadership conversations: Facilitate a strategic planning retreat and strategic conversations with institutional leadership.
- Communications campaigns: Develop internal and external communication campaigns about WSU's mission and its impact.
- Progress monitoring: Expand strategic planning software to all WSU campuses that have finalized plans.

Summer/Fall 2024

Progress on the above projects and activities will be assessed and next steps developed, as appropriate. Additional activities will include:

- Review and formalize annual objectives following Board of Regents review and feedback; develop and implement supporting strategies.
- Begin formalizing the annual strategic planning cycle and alignment strategies.
- Produce annual trends report; begin annual listening activities externally and internally.
- Produce annual strategic plan progress report.
- Execute communications campaigns on progress and impact of strategic plan goals and priorities.



Strategic Plan Update

January 2024

Annual report: Showing success

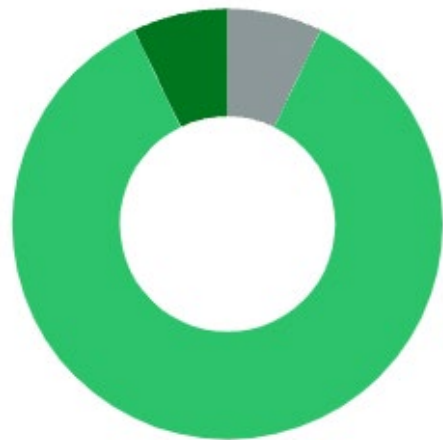
A portrait of Joseph Hernandez, a young man with dark, curly hair and glasses, wearing a black t-shirt. He is smiling slightly and looking directly at the camera. The background is a solid dark grey.

**JOSEPH
HERNANDEZ**

WSU VANCOUVER
UNDERGRADUATE, HUMAN DEVELOPMENT

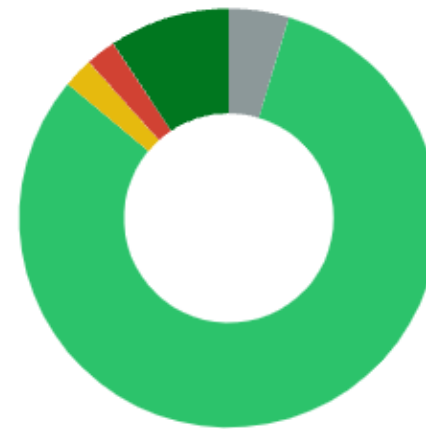
Strategic plan progress: Overview

Strategy Health: Presidential ...



Not Started	1	(7%)
On Track	12	(86%)
Achieved	1	(7%)

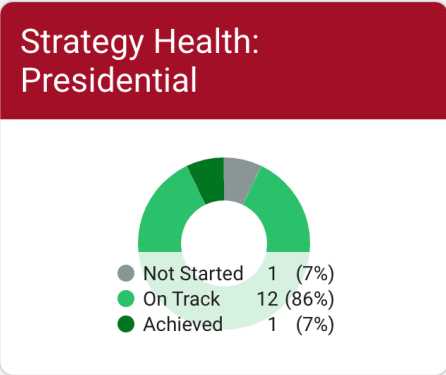
Strategy Health: System ...



Not Started	2	(5%)
On Track	35	(81%)
Off Track	1	(2%)
At Risk	1	(2%)
Achieved	4	(9%)

Strategic plan dashboards

Presidential Priorities



2023-2024 Presidential Objectives			
#	Name	Status	Current Value
1.1	Leverage the OneWSU system by establishing flexible and cost-effective solutions for the benefit of our students and faculty that more effectively utilize all our campus resources	On Track	10%
1.2	Improve the recognition of WSU's brand and enhance its reputation on a national level by implementing a sustainable marketing program	On Track	63.75%
1.3	Raise \$150M in new philanthropic funds	On Track	15.5%
1.4	Expand WSU's presence in East Africa	On Track	37.5%
1.5	Find a new conference home for WSU Cougar Athletics	On Track	25%

Objective details

Objective 1: Leverage the OneWSU system by establishing flexible and cost-effective solutions for the benefit of our students that more effectively utilize all our campus resources.

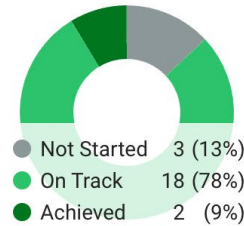
+

Strategicplan.wsu.edu/progress

Campus progress updates: Tri-Cities

Strategic Plan Implementation Overview

Strategy Health



Objective Overview

#	Name	Status	Current Value
1.1	Review organizational structure and create plans for employee training and development.	On Track	0%
1.2	Review campus processes and provide recommendations for ways to improve efficiency.	On Track	10%
1.3	Create robust and informative employee onboarding experience.	On Track	13.33%
1.4	Determine which communication channels are most effective and necessary to reach faculty and staff.	On Track	58.33%
2.1	Establish institutional structures that develop and sustain reciprocal and mutually beneficial community relationships.	On Track	46.67%
2.2	Create campus systems that monitor symbolic engagement and ensure WSU Tri-Cities is visible in the community.	On Track	10%
3.1	Building structure for philanthropic growth.	On Track	35%
3.2	Create a community focused, self-sustaining continuing education program.	On Track	66.67%

Strategicplan.wsu.edu/progress

Status of WSU strategic plans

2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
------	------	------	------	------	------	------	------	------	------	------	------	------

Everett 2017-2027

System 2020-2025

Tri-Cities 2020-2025

Vancouver 2021-2026

Pullman 2023-2028

Global 2024-2029 (for approval in March)

Spokane 2024-2029 (in development)

Tentative 2024 Planning timeline



Jan - Feb

- ▶ Compile trends from internal and external sources
- ▶ Align to institutional risks



Mar - Apr

- ▶ Discussions on budget alignment and prioritization
- ▶ Draft annual objectives for 2024-2025



May

- ▶ Leadership Retreat/ Strategic Conversations
- ▶ Review and formalize proposed objectives



June

- ▶ Refine objective development
- ▶ ***Future action item to the Board of Regents (approval in September)***



June - July

- ▶ Develop strategies

Catch the Vision





Strategicplan.wsu.edu/progress



To: Washington State University Board of Regents

From: Rafael Pruneda
Chair, Regents' Distinguished Alumni Award Committee

Re: Recommendations for 2023 RDAA Recipient

Date: January 8, 2023

Members of the Regents' Distinguished Alumni Award Committee met recently to review nominations for the Regents' Distinguished Alumni Award (RDAA). Membership of the RDAA committee for 2023-2024 includes a representative from the Faculty Senate, WSU Foundation Advocate, WSUAA Board of Director representative, Past President of the WSU Alumni Association, student representative, the Executive Director of the Alumni Association, and the Vice President of Advancement. The primary functions of this committee are to accept and screen nominations, and to recommend nominees to you for consideration and possible recommendation to the Board of Regents.

With the approval of President Schulz, the committee respectfully recommends one candidate for your consideration.

Candidate J

- First-generation college student
- Graduated summa cum laude in 2000 in Business Administration
- Earn her MBA from Columbia Business School in 2004
- Worked as an anchor and field reporter at KNDU (Tri-Cities) and KPTV (Portland, OR)
- She started testing and creating cosmetics in collaboration with plastic surgeons and dermatologists after struggling with makeup products due to rosacea, hyperpigmentation, and sparse eyebrows. She and her husband launched her cosmetics line, Innovation Technology (IT) Cosmetics, in 2008; she served as CEO.
- In 2010, she met a QVC buyer at a trade show in New York who tried her product and promised a meeting. She secured a 10-minute segment during which she wiped off her own makeup and then reapplied it to illustrate the effectiveness of IT Cosmetics concealers. All products sold out by the end of the segment. IT Cosmetics ultimately became the largest beauty brand on QVC's network.
- IT Cosmetics was acquired by L'Oréal for \$1.2 billion in 2016. J remained with the company upon the acquisition and was the first ever female CEO of a L'Oréal brand.
- August 2019, J announced on Instagram that she would be leaving L'Oréal and turned her attention to speaking engagements, investing in other businesses, and promoting her own books.

- Author of *Believe It: How to Go from Underestimated to Unstoppable* (2021) and *Worthy: How to Believe You Are Enough and Transform Your Life* (to be released in 2024).
- J as included on the Forbes' list of "America's Richest Self-Made Women" since 2017.

On behalf of the RDAA committee, I am pleased to recommend this exceptional nominee for the Regents' Distinguished Alumni Award. For your reference, please find attached information regarding the nomination and award criteria.

Lastly, the committee discussed the chance that, in any given year, the pool of candidates would not accurately reflect the ideals pursued for the RDAA, the RDAA Committee recommends that the award not be given out that year in agreement with the Board of Regents.

Should you have questions or concerns, please do not hesitate to ask Mariah Maki or myself.

Attachments

cc: Tracy Jordahl
Mariah Maki

FUTURE ACTION ITEM #2

Review of 2024-2029 WSU Global Campus Strategic Plan (David Cillay)

TO ALL MEMBERS OF THE BOARD OF REGENTS

SUBJECT: Review the 2024-2029 WSU Global Campus Strategic Plan

PROPOSED: That the Board of Regents review and approve the 2024-2029 WSU Global Campus Strategic Plan

SUBMITTED BY: David Cillay, Chancellor, WSU Global Campus

SUPPORTING INFORMATION: Attached is the 2024-2029 WSU Global Campus Strategic Plan. The plan articulates the campus's mission, vision, and goals, and outlines the associated objectives and metrics that will be used to measure the plan's success.

The WSU Global Campus Chancellor's Office and the strategic plan committee representing the WSU Global Campus are pleased to present this plan to the Board of Regents for review and adoption. Pending the Board of Regents' approval, the plan will be formally implemented, and progress reports will be published annually.

Attachment: WSU Global Campus Strategic Plan Draft



WSU Global Campus Strategic Plan

FOR BOARD OF REGENTS REVIEW

December 19, 2023

WSU Pullman Strategic Plan FOR BOARD OF REGENTS REVIEW

January 26, 2024

Global Campus Strategic Plan

Introduction

Since the very first offering of distance degree programs at WSU in 1992, students' experiences have evolved as new technologies and learning innovations have become available. Twenty years later, in 2012, Global Campus became the fifth campus in the WSU system and has continued to grow by staying true to the mission and core values. As the OneWSU system has evolved, Global Campus has continued to focus on leveraging their strengths as **one** part of the **whole** system.

Because Global Campus knows no boundaries, the OneWSU education can be offered to any student, anywhere, anytime. The strategic plan supports WSU's core mission through all of its goals and objectives and aligns closely with the system goal to prepare future leaders, scholars and global citizens (System Goal 2) and to advance a culture of engagement and collaboration across is multi-campus system that values and invests in resources (System Goal 4).

Mission

To provide innovative online education that empowers learners from diverse backgrounds to achieve their personal and professional goals while contributing to an engaged citizenry of Washington, the United States, and world.

Envisioned Future

Vision

WSU Global Campus will be a leader in online education, recognized for its commitment to student success, teaching excellence, and cutting-edge pedagogical research.

Vivid Description

WSU Global Campus will be known for transforming the lives of our students and the communities we serve by fostering a collaborative learning community that promotes intellectual curiosity, critical thinking, and cultural competency.

Our students will benefit from a flexible, high-quality education that prepares them for the opportunities and challenges of the 21st century. Our global perspective will drive a more just and sustainable world.

Our valued faculty and staff members will be empowered, motivated, and supported to contribute their best to the growth and success of our institution, fostering a culture of belonging and excellence in higher education.

Goals

Goal 1 – Access and Inclusivity

To ensure diversity, equity, and inclusion in our learning community, Global Campus will enable access to a wide range of educational opportunities, including Continuing and Professional Education. We will work to ensure that our staff represent the diversity in the communities we serve, increasing our ability to attract and support students from all backgrounds.

[Supports System Goals 1 & 2]

Objectives

1. **Inclusive Policies and Practices:** Review and update institutional policies and practices to ensure they are inclusive and free from bias. This includes admissions policies, hiring practices, and curriculum updates.
2. **Increase seats, courses, and programs:** Expand the availability of seats, courses, and programs for online-only students to increase enrollments on the Global Campus.
3. **Financial Aid and Scholarships:** Expand financial aid options and support staff to make education more affordable and accessible to a broader range of students.
4. **Marketing and Outreach:** Effectively market Global Campus learning opportunities to reach and attract a diverse and qualified audience of potential students, focusing on non-traditional learners and working professionals.
5. **Credit Transfer and Articulation:** Streamline the process for credit transfer and articulation agreements with other institutions to ensure that students can seamlessly transition between programs and campuses.

Anticipated Metrics

- 1 Amount of financial support given and the number of students receiving support.
- 2 Number of enrolled and graduating Global Campus students.
- 3 Demographics of Global Campus students and staff.
- 4 Yield of enrolled transfer students.

Goal 2 – Flexible Learning Opportunities

WSU Global Campus will partner with its physical campuses to create and operationalize flexible learning opportunities for current and future students across the world.

[Supports System Goals 2 & 4]

Objectives

1. **Technology Infrastructure:** Ensure there is robust technology infrastructure in place to support flexible learning offerings.
2. **Policy:** Develop an enrollment policy for student access to Global Campus courses to allow students to seamlessly navigate between face-to-face courses and online courses as their needs require.
3. **Personalization and Flexibility:** Increase the ability for all students to access course plans and program pathways, across all campuses, that enable students to tailor their educational experiences to their individual needs, interests, and career goals.
4. **Communication and Transparency:** Maintain open communication with students, faculty, staff, and leadership about the commitment to flexible learning opportunities, its progress, and its impact on student success.

Anticipated Metrics

- 1 Range of majors, certificates, and courses available to students on all campuses.
- 2 Improved enrollment processes and resources available to support students.
- 3 Time to degree for students who take advantage of multiple learning modalities.

Goal 3 – Innovative and Dynamic Support for Student Learning

WSU Global Campus will elevate teaching excellence by establishing a comprehensive faculty development program that supports, recognizes, and rewards effective teaching, resulting in innovative and dynamic support for student learning that enhances engagement, promotes academic success, and prepares students for the challenges of the future.

[Supports System Goals 1, 2, & 4]

Objectives

1. **Pedagogical Innovation:** Encourage and support faculty in exploring innovative teaching methods and approaches to create more engaging, inclusive, and effective learning environments through creation of a faculty development program that clearly defines the criteria and characteristics of teaching excellence.
2. **Multimodal Learning Resources:** Develop and curate a diverse range of learning materials, including (but not limited to) multimedia content, open educational resources (OER), and accessible content to accommodate various learning needs.
3. **Educational Technologies:** Research and integrate new technologies with the goal of increasing engagement and enhancing learning outcomes.
4. **Research Evaluation:** Foster a culture of research and evaluation to assess the impact of innovative learning support on student outcomes and adapt strategies accordingly.
5. **Expand Learning Opportunities:** Collaborate with colleges and departments to expand the number and range of degree programs for students and increase the number of courses available on the Global campus.

6. **Stakeholder Collaboration:** Strengthen collaborations with industry partners, alumni, and other stakeholders to ensure that course plans and programs are relevant to current workforce needs and career pathways.

Anticipated Metrics

- 1 Faculty engagement with faculty support teams.
- 2 Diversity of learning resources available for students and faculty.
- 3 Number of majors and courses available to students.
- 4 Number of industry partnerships and collaborations.

Goal 4 – Student Success

Facilitate student success and a transformative educational experience through initiatives, systems, policies, and programs.

[Supports System Goals 2 & 3]

Objectives

1. **Mentorship and Peer Support:** Create mentorship programs and peer-to-peer support networks that connect students with experienced mentors and peers to foster collaboration, motivation, and a sense of belonging.
2. **Student Engagement and Community Building:** Expand avenues for student engagement through community building activities and opportunities and create opportunities for student feedback to enrich the student experience.
3. **Partnerships:** Expand partnerships with industry leaders and professional organizations to facilitate remote internships, co-op programs, and experiential learning opportunities that enable students to gain practical experience without geographical constraints.
4. **Continuous Quality Improvement:** Utilize data analytics, technology, and predictive modeling to foster a culture of continuous improvement and assessment of student success.

Anticipated Metrics

- 1 Persistence, retention, and graduation rates.
- 2 Student success post-graduation: employment and graduate school.
- 3 Availability of relevant data and analysis to meet goals and objectives.
- 4 Response rates to student feedback surveys.



AGENDA

Washington State University Board of Regents
Finance and Administration Committee

Seattle Children's Research Institute
Cure Private 01-750 Meeting Room
1920 Terry Ave, Seattle, WA 98101

January 25, 2024
2:00 p.m.

Committee: Jenette Ramos (Chair), Enrique Cerna, Judi McDonald, John Schoettler

Information Items

1. Fiscal Year 2023 Annual Financial Report, Trends and Debt Report (Brunelli/Skinner)
2. Fiscal Year 2024 Financial Performance Update (Brunelli/Skinner/Jones)
3. Athletics Budget Update (Brunelli/Chun/Haarlow)
4. Athletic Budget Benchmarking (Mike Alden, MRJ Advisors)

Future Action Items

1. Proposed Academic Year 2024-2025 Tuition Rates for the Elson S. Floyd College of Medicine (Brunelli/DeWald)
2. Proposed Academic Year 2024-2025 Housing and Dining Rates (Brunelli/Chilton/Hyatt)
3. Services and Activities Fee Rate Changes for Academic Year 2024-2025 (Brunelli/Chilton/Hyatt)
4. Services and Activities Fees Committee Allocations for Summer of 2024 and Academic Year 2024-2025 (Brunelli/Chilton/Hyatt)
5. WSU Pullman, Undergraduate Technology Fee Committee Allocations, Fiscal Year 2025 (Brunelli/Chilton/Opheim)
6. Proposed Revisions to WAC 504-04 Practice and Procedures (Brunelli/Hess)
7. Proposed Revisions to WAC 504-36, Health and Safety Regulations (Brunelli/Hess)
8. Ratification of Residency Agreements (Schulz/Brunelli/DeWald)
9. WSU Pullman, Voiland College of Engineering and Architecture, Schweitzer Engineering Hall, Design Approval (Brunelli/Chilton/Rezac/Yang)

Action Items

1. Proposed Academic Year 2024-2025 Tuition Rates (Brunelli/Jones)
2. WSU Foundation Investment Policy Proposed Amendments (Brunelli/Connell)

Written Reports

1. Major Capital Projects List
2. WSU Pullman, Construction Logistics Plan

INFORMATION ITEM #1

Fiscal Year 2023 Annual Financial Report, Trends and Debt Report (Leslie Brunelli/Matt Skinner)

TO ALL MEMBERS OF THE BOARD OF REGENTS

SUBJECT: Fiscal Year 2023 Annual Financial Report, Trends and Debt Report

SUBMITTED BY: Leslie Brunelli, Executive Vice President, Finance & Administration/CFO

SUPPORTING

INFORMATION: Attached is the Eide Bailly report summarizing the results of the FY23 audit results.

In addition, WSU has attached the report on FY23 financial results, and key trends. It also provides the University debt report, as required by Board of Regents Policy 5.

ATTACHMENTS: Eide Bailly Washington State University Fiscal Year 2023 Audit Results
Eide Bailly Governance Letter
WSU Annual Financial Performance Report for the year ended June 30, 2023



WASHINGTON STATE UNIVERSITY

2023 AUDIT RESULTS DISCUSSION

AUDIT PROCESS

- Began planning process in June 2023
- Interim testing was performed in October 2023
- Year end fieldwork started in November 2023 and finalized in beginning January 2024
- Risk-based audit approach
- Testing
 - Involves confirmations, sampling, analytics, inquiry and substantiation
- Assessment of testing and reporting

SCOPE OF PROCEDURES

- Engaged to perform the following procedures
 - Financial statement audit of:
 - Washington State University
 - Washington State University Housing and Dining System
 - Students Book Corporation
 - Northwest Public Radio/Northwest Public Television
 - Other Procedures
 - Agreed Upon Procedures – Washington State University Intercollegiate Athletic Department
 - Examination procedures over the Corporation for Public Broadcasting Schedule of Non-Federal Financial Support for Northwest Public Radio and Northwest Public Television

FINDINGS

- Findings from prior year were corrected in the current year
 - 2022-001 Year-End Closing and Review
 - Material Weakness in Internal Control over Financial Reporting
 - 2022-002 Bank Reconciliations
 - Material Weakness in Internal Control over Financial Reporting
- No new findings in the current year as a result of audit procedures

REQUIRED AUDITOR'S COMMUNICATION

- Auditor's Report
 - Unmodified opinion on the financial statements
 - ✓ In our opinion, the financial statements present fairly the financial position of WSU, as of and for the year June 30, 2023, in accordance with GAAP
 - No opinion or assurance on the required supplementary information
 - ✓ MD&A
 - ✓ Schedules on Pension
 - ✓ Schedules on OPEB
 - ✓ Inquiries of management only

REQUIRED AUDITOR'S COMMUNICATION

- Audit performed in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards
 - Management is responsible for the financial statements
 - Audit provides reasonable, but not absolute, assurance that the financial statements are not materially misstated
 - Audit does not provide any assurances regarding regulatory compliance
 - Audit is not designed to provide assurances regarding internal control over financial reporting
- Financial statements prepared in accordance with accounting principles generally accepted in the United States of America

REQUIRED AUDITOR'S COMMUNICATION

- AU260 Governance Letter
 - Significant Risks Identified
 - Management override of controls
 - Revenue recognition
 - Allowance for doubtful accounts
 - GASB 96 implementation
 - Cash reconciliation
 - Significant Estimates
 - ✓ Allowance for doubtful accounts
 - ✓ State OPEB liability and associated deferred inflows/outflow
 - ✓ State net pension liability (asset) and associated deferred inflows/outflows
 - ✓ University's Supplemental Retirement Plan net pension liability and associated deferred inflows/outflows
 - ✓ Asset retirement obligation
 - Corrected and Uncorrected Misstatements
 - Disagreements with Management
 - ✓ None
 - Management Consultations with Other Independent Accountants
 - ✓ None noted
 - Other Significant Matters
 - ✓ Report modifications



CPAs & BUSINESS ADVISORS

QUESTIONS?

This presentation is presented with the understanding that the information contained does not constitute legal, accounting or other professional advice. It is not intended to be responsive to any individual situation or concerns, as the contents of this presentation are intended for general information purposes only. Viewers are urged not to act upon the information contained in this presentation without first consulting competent legal, accounting or other professional advice regarding implications of a particular factual situation. Questions and additional information can be submitted to your Eide Bailly representative, or to the presenter of this session.

THANK YOU!

Kristin Diggs, CPA

Partner

kdiggs@eidebailly.com

208.424.3542

Jodi Daugherty

Partner

jdaugherty@eidebailly.com

208.424.3512



FINANCIAL SERVICES



January 17, 2024

Board of Regents
Washington State University
Pullman, Washington

We have audited the financial statements of Washington State University (the University) as of and for the year ended June 30, 2023, and have issued our report thereon dated January 17, 2024. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and Government Auditing Standards

As communicated in our letter dated October 9, 2023, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the University solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Significant Risks Identified

As stated in our auditor's report, professional standards require us to design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by fraud or error. In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as "significant risks". The most sensitive accounting estimates affecting the financial statements were:

- **Management Override of Controls** – Professional standards require auditors to address the possibility of management overriding controls. Accordingly, we identified as a significant risk that management of the University may have the ability to override controls that the University has implemented. Management may override the University's controls in order to modify the financial records with the intent of manipulating the financial statements to overstate the University's financial performance or with the intent of concealing fraudulent transactions.
- **Revenue Recognition** – We identified revenue recognition as a significant risk due to financial and operational incentives for the University to overstate revenues.
- **Allowance for Doubtful Accounts** – We identified the allowance for doubtful accounts as a significant risk as the allowance is a significant estimate for the University. GAAP requires management to estimate the collectability of outstanding accounts receivable and establish a reserve when needed. To establish the allowance management uses historical results, their current knowledge of facts, and assumptions about the future to establish the estimate.
- **GASB 96 Implementation** – We identified the GASB 96 implementation as a significant risk as the implementation requirements requires present value calculation and an analysis of all contracts leaving the possibility that a significant contract agreement may be misclassified.
- **Cash Reconciliation** – We identified the cash reconciliation process as a significant risk due to management not being able to fully reconcile cash subsequent to the implementation of Work Day.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the University is included in Note 1 to the financial statements. As described in Note 1, the University changed accounting policies related to accounting for right-to-use subscription assets to adopt the provisions of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*. Accordingly, the accounting change has been retrospectively applied to the financial statements beginning July 1, 2022. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

- Management's estimate of the collectability of receivables and student accounts are based on history of the same type of receivables. We evaluated the key factors and assumptions used to develop the collectability of receivables and student accounts and determined that it is reasonable in relation to the financial statements taken as a whole.
- Management's estimate of the State other post-employment benefit (OPEB) liability and the deferred inflows/outflows of resources related to the liability is based on actuarial estimates provided by the Washington State Office of the State Actuary and amounts provided by the Public Employees Benefits Board. We evaluated the key factors and assumptions used to develop the OPEB liability and determined that it is reasonable in relation to the financial statements taken as a whole.
- Management's estimate of the net pension liability (asset) and the deferred inflows/outflows of resources related to the net pension liability (asset) is based on actuarial estimates provided by the Washington State Office of the State Actuary and amounts provided by the Washington State Department of Retirement Systems. This schedule was audited by independent auditors. We evaluated the key factors and assumptions used to develop the net pension liability (asset) and determined that it is reasonable in relation to the financial statements taken as a whole.
- Management's estimate of the net pension liability and the deferred inflows/outflows of resources related to the University's Supplemental Retirement Plan is based on actuarial estimates provided by the Washington State Office of the State Actuary and amounts provided by the Washington State Department of Retirement Systems. We evaluated the key factors and assumptions used to develop the net pension liability and determined that it is reasonable in relation to the financial statements taken as a whole.
- Management's estimate of the asset retirement obligation is based on the expected actual costs to retire the asset at the time of determination, adjusted for inflation each year. We evaluated the key factors and assumptions used to develop the asset retirement obligation and determined that it is reasonable in relation to the financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the University's financial statements relate to:

- The disclosure of employer pension assumptions in Note 16 to the financial statements is sensitive as this note supports assumptions made and inputs used to determine the employer pension assumption.

- The disclosure of other post-employment benefits other than pensions in Note 17 to the financial statements is sensitive as this note supports the assumptions made and inputs used to determine the other post-employment benefit liability.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements under audit.

The following summarizes uncorrected financial statement misstatements whose effects in the current and prior periods, as determined by management, are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

- To pass on an adjustment to reclass credit balances in accounts receivable to accounts payable. This resulted in accounts receivable and accounts payable to be understated by \$1,858,668.
- To pass on recording the subscription-based information technology arrangements in accordance with GASB 96 per the internal capitalization policy. This resulted in right to use subscription-based information technology arrangements to be understated by \$5,732,695 and lease liabilities to be understated by the same amount.
- To pass on recording the lessee arrangements in accordance with GASB 87 per the internal capitalization policy. This resulted in right to use leased assets to be understated by \$1,644,857 and lease liabilities to be understated by the same amount.
- To pass on recording the lessor arrangements in accordance with GASB 87 per the internal capitalization policy. This resulted in receivables to be understated by \$2,868,515 and deferred inflow of resources to be understated by the same amount.

The effect of these uncorrected misstatements, including the effect of the reversal of prior year uncorrected misstatements as of and for the year ended June 30, 2023, is an understatement of net income of approximately \$3.9 million, an overstatement of beginning net position of approximately \$3.9 million and no impact on ending net position.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the University's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report.

Emphasis of Matter

As discussed in Note 1, the financial statements of the University, an agency of the state of Washington, are intended to present the financial position, the changes in financial position, and cash flows of only that portion of the business-type activities of the state of Washington that is attributable to the transactions of the University. They do not purport to, and do not, present fairly the financial position of the state of Washington as of June 30, 2023, the changes in its financial position, or its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinions are not modified with respect to this matter.

Adoption of New Accounting Standard

As discussed in Note 1 to the financial statements, the University has adopted the provisions of Government Accounting Standards Board (GASB) Statement No. 96, *Subscription Based Information Technology Arrangements*, for the year ended June 30, 2023. Accordingly, a restatement has been made to the business-type activities as of July 1, 2022, to restate beginning net position. Our opinions are not modified with respect to this matter.

Representations Requested from Management

We have requested certain written representations from management which are included in the management representation letter dated January 17, 2024.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the University, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the University's auditors.

The financial statements include the financial statements of Washington State University Foundation (the Foundation), which we considered to be a discretely presented component unit of the University. The financial statements of the Foundation were audited by other auditors, and we did not assume responsibility for the audit performed by the other auditors, rather have referred to their audit in our report. Our decision to refer to the report of the other auditor is based upon our evaluation of the materiality of the Foundation with respect to the financial statements as a whole and our consideration of the timing requirements of the engagement. Our audit procedures with respect to Foundation included required correspondence with the other auditor, obtaining and reading their auditor's report and the related financial statements, and other procedures as

considered necessary. Our audit procedures with respect to the Foundation included obtaining an understanding of the Foundation and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements of the Foundation and completion of further audit procedures.

This report is intended solely for the information and use of the Board of Regents and management of the University and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in black ink that reads "Erik Sallie LLP". The signature is written in a cursive, flowing style.

Boise, Idaho



WSU Annual Financial Performance Report



Fiscal Year Ended June 30, 2023



WSU Annual Financial Performance Report

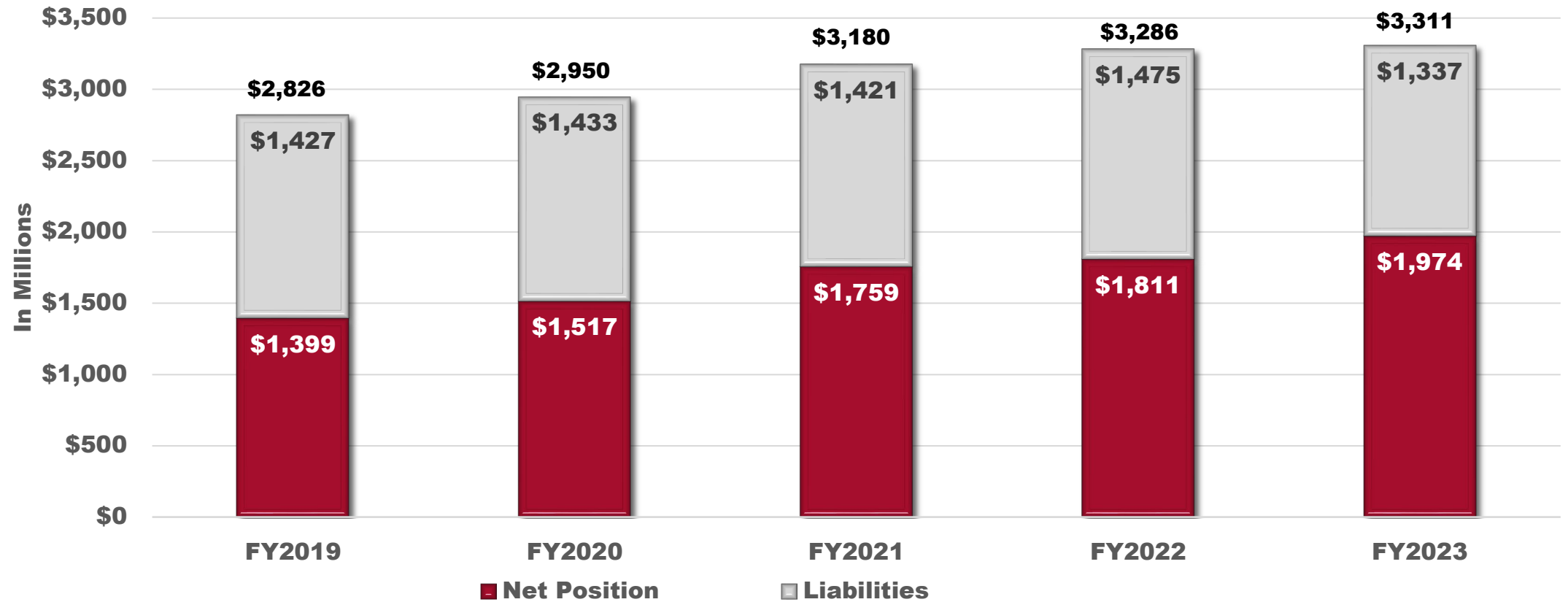
- FY23 Financial Statement Summary
- Key Trends, Financial Highlights and Benchmarking
- FY23 Debt Profile & Bond Rating Update



FY23 Financial Statement Summary



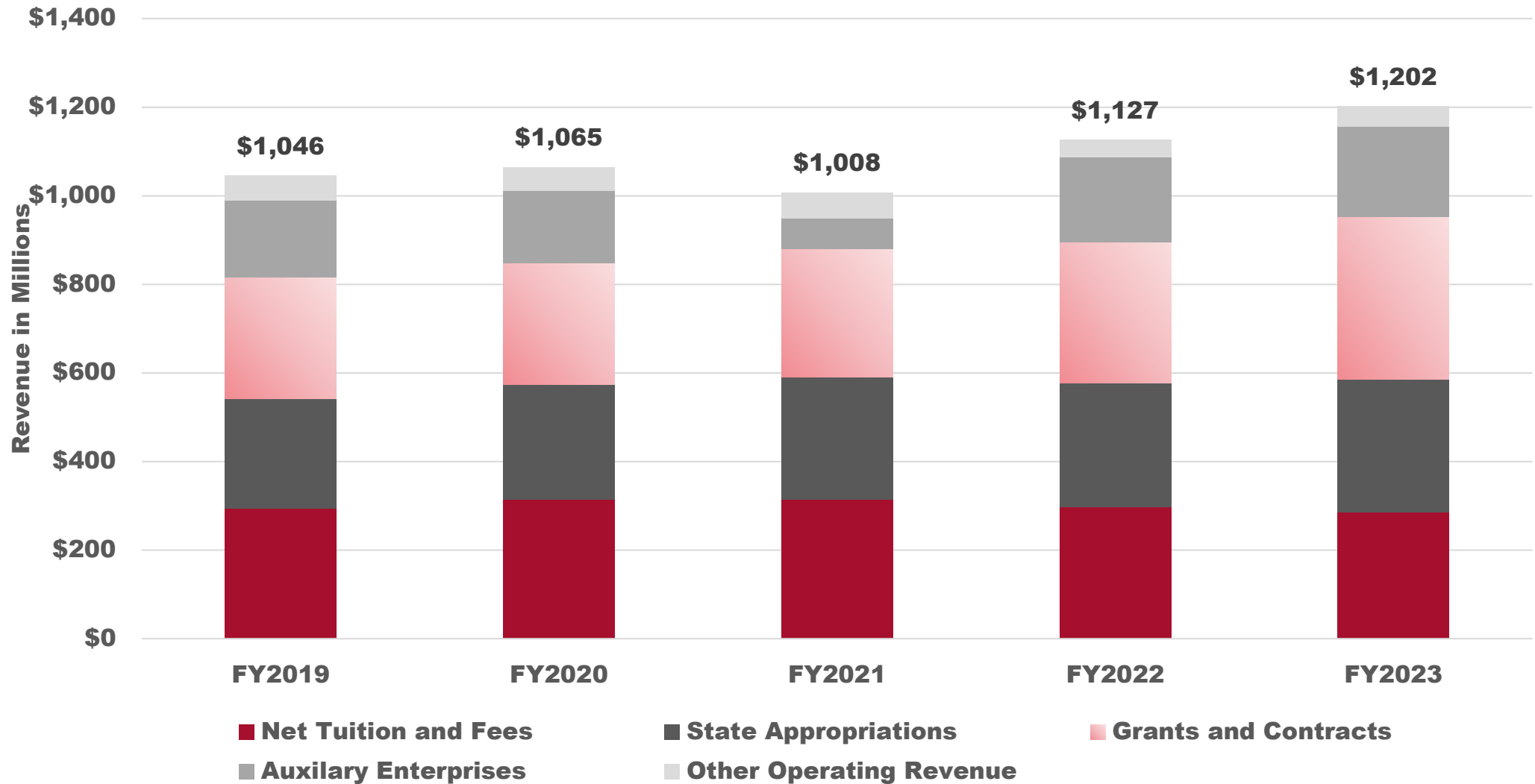
FY23 Results – Statement of Net Position



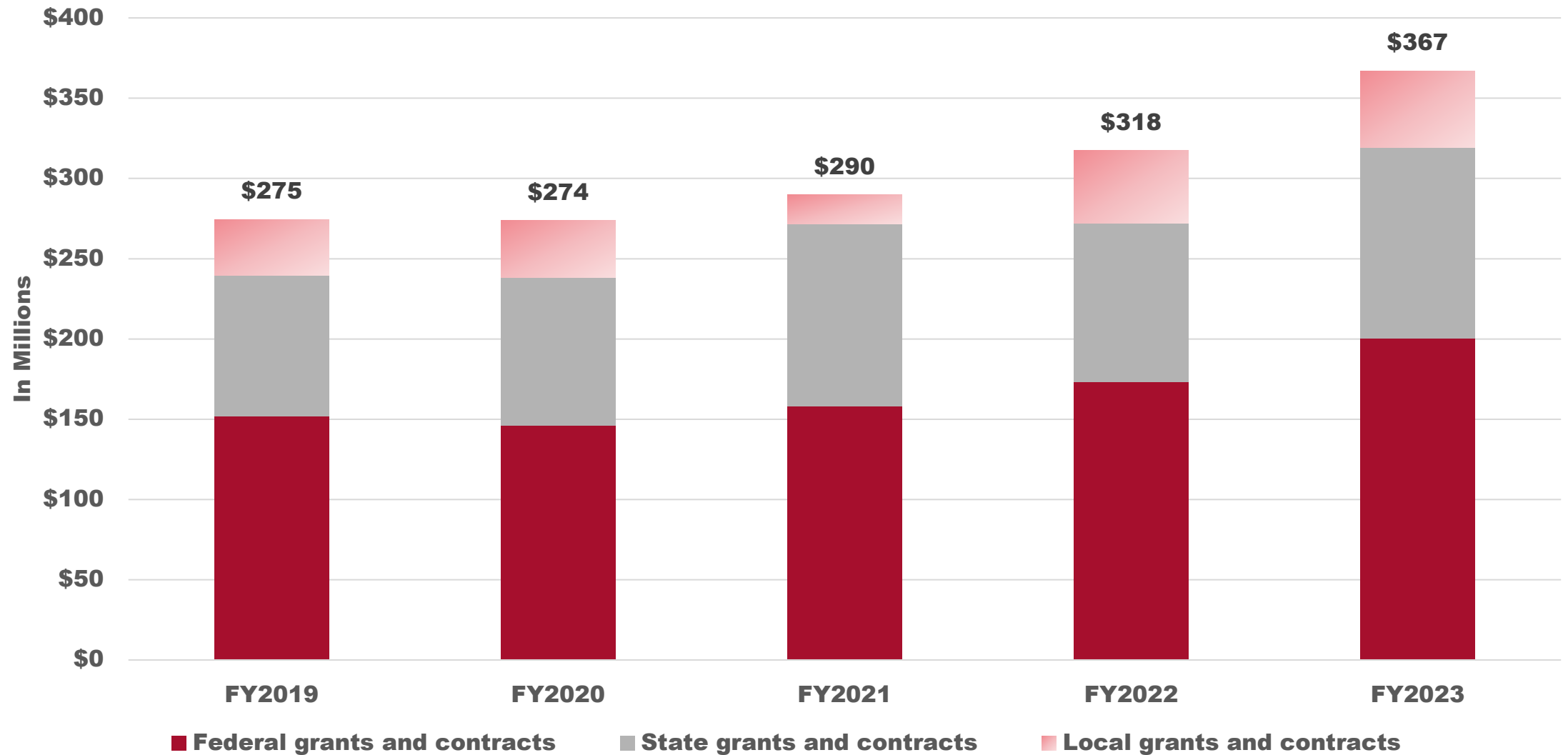
Annual Change						
	2019	2020	2021	2022	2023	5- Year Change
Assets	4%	4%	8%	3%	1%	17%
Liabilities	1%	0%	-1%	4%	-9%	-6%
Net Position	7%	8%	14%	3%	9%	41%



FY23 Results – Operating Revenue + State Appropriations

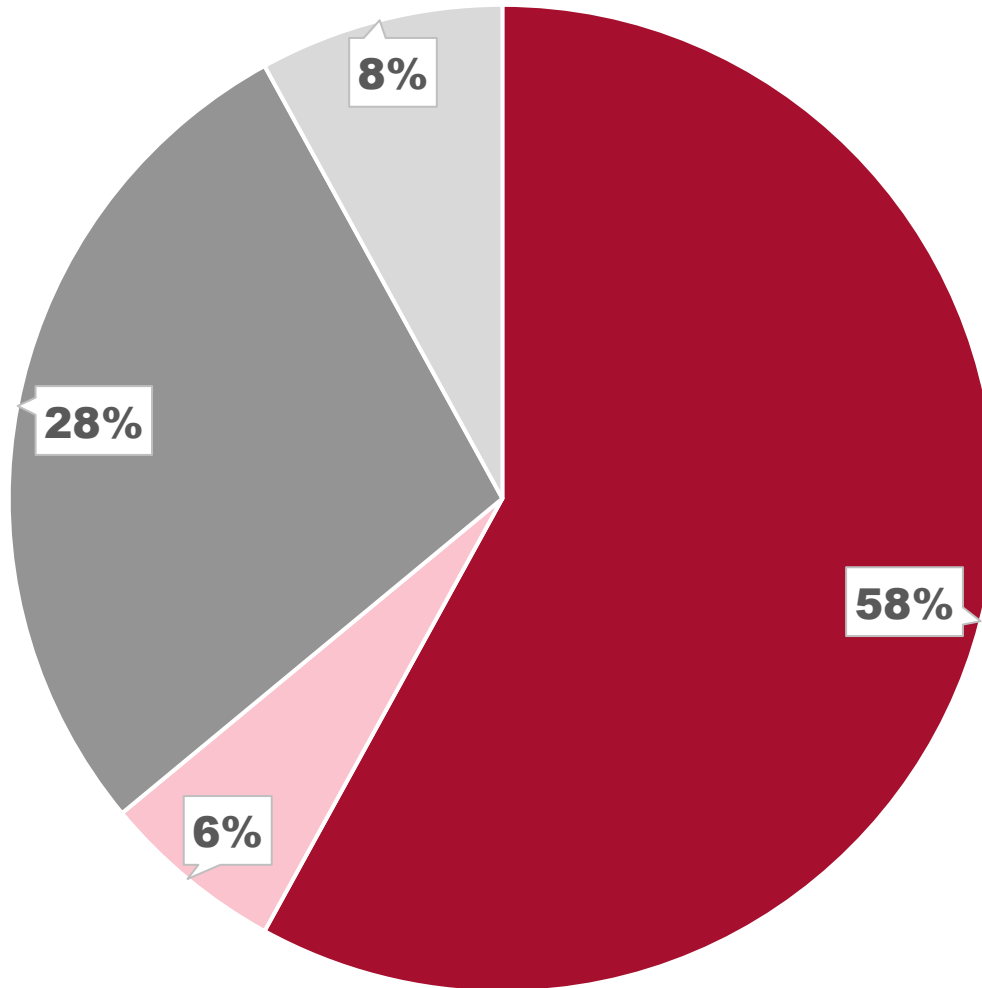


FY23 Results – Grants and Contracts



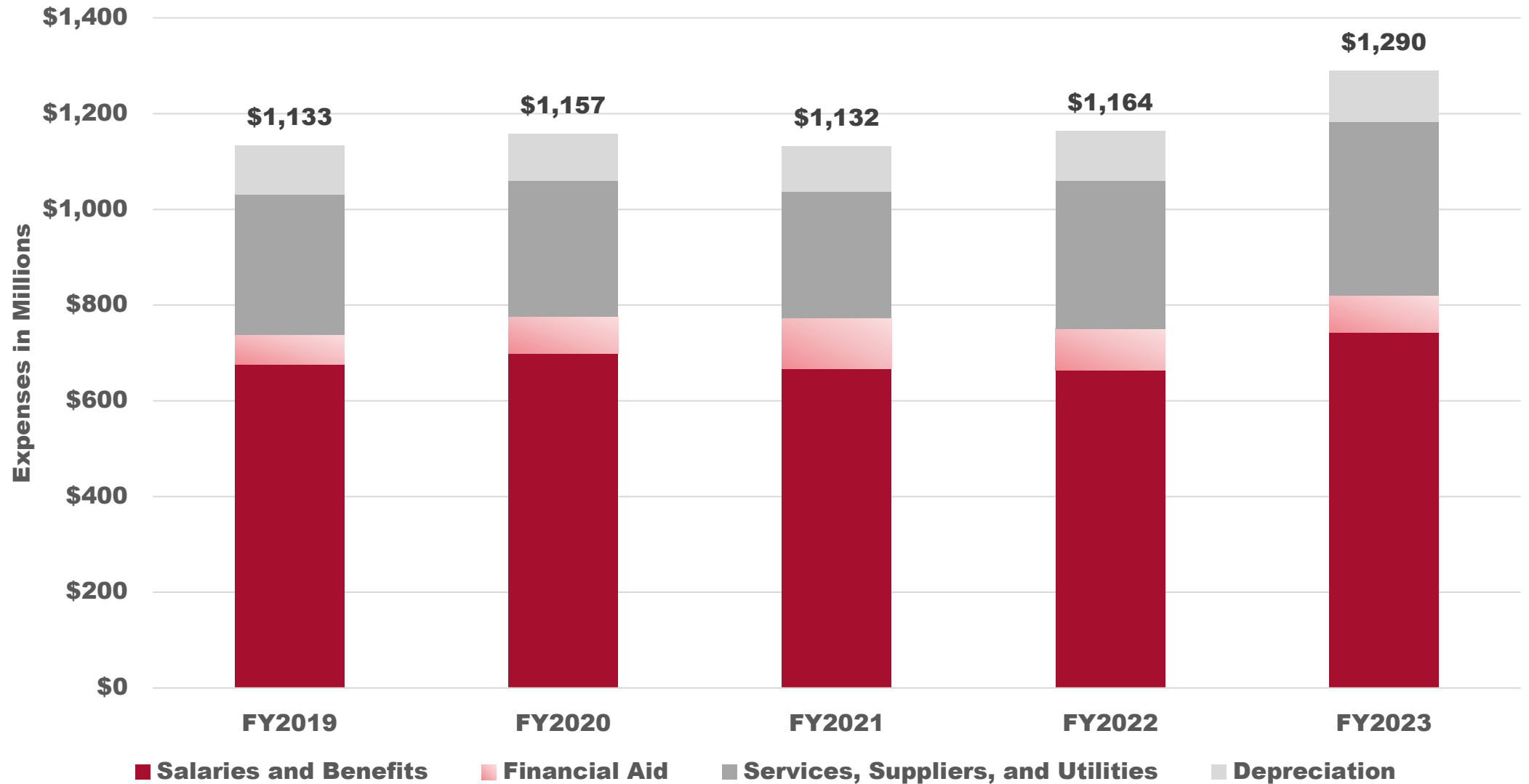


FY23 Results – Operating Expenses (in millions)

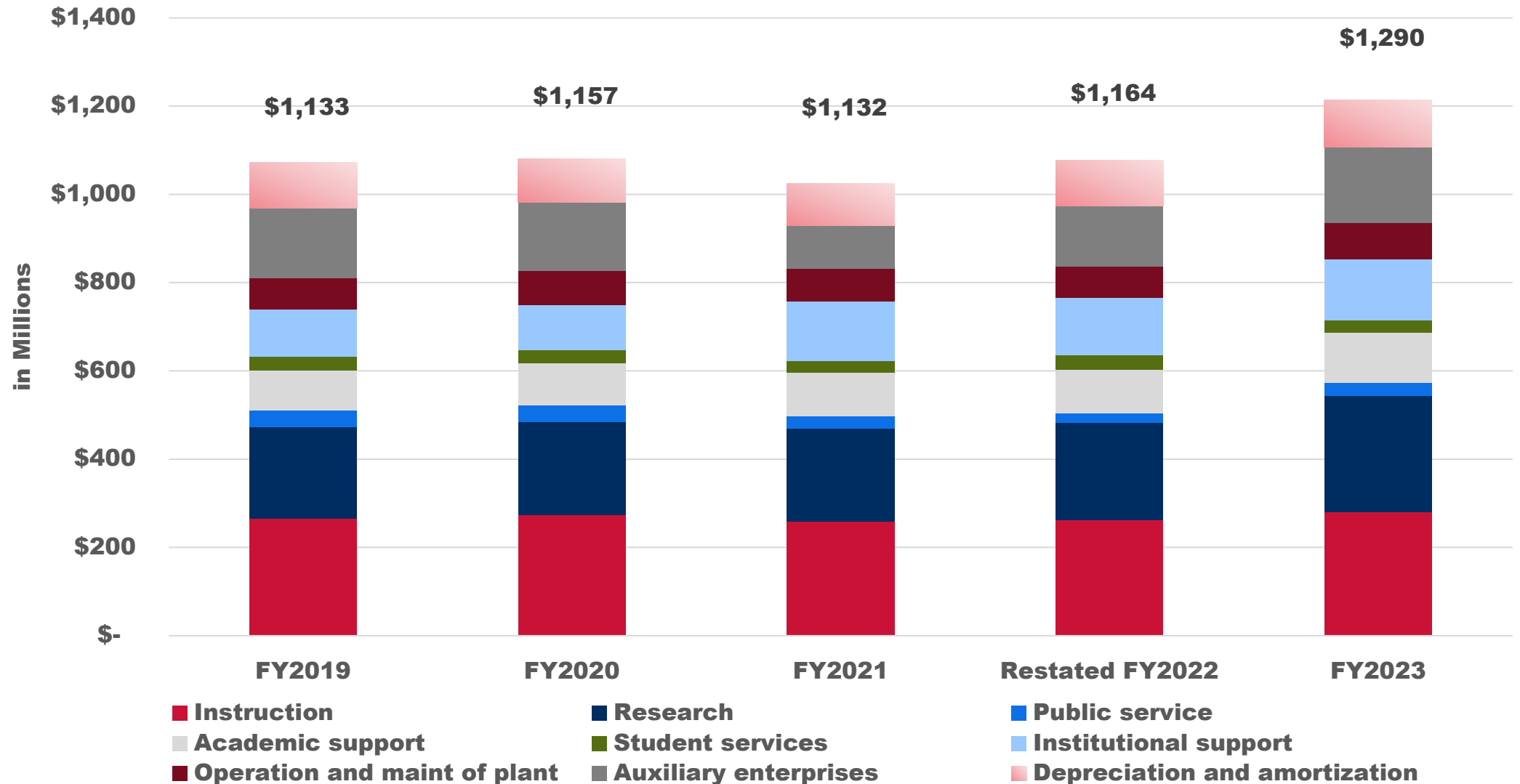


	Salaries and Benefits	\$743
	Financial Aid	\$77
	Services, Suppliers, and Utilities	\$363
	Depreciation	\$107
	Total Expenses	\$1,290

FY23 Results – Operating Expenses



FY23 Results – Expenses by Functional Class – Financial Statements





FY23 Financial Takeaways

Strengths:

- Operating revenues increased by more than 6%.
- State funding support remained strong with 7% growth.

Challenges:

- Operating expenses outpaced the increase in operating revenues and state appropriations.
- State appropriations target specific new activities or purposes and much of the revenue growth is in designated funds that cannot be used for general university operations
- Tuition revenue continues to decline with enrollment.

All combined, growing costs and declining undesignated revenue sources continue to create the budgetary pressures underlying budget reductions put in place for FY24 and expected for FY25.

The impact of changes in pension and OPEB significantly impacts financial performance.



WASHINGTON STATE
UNIVERSITY

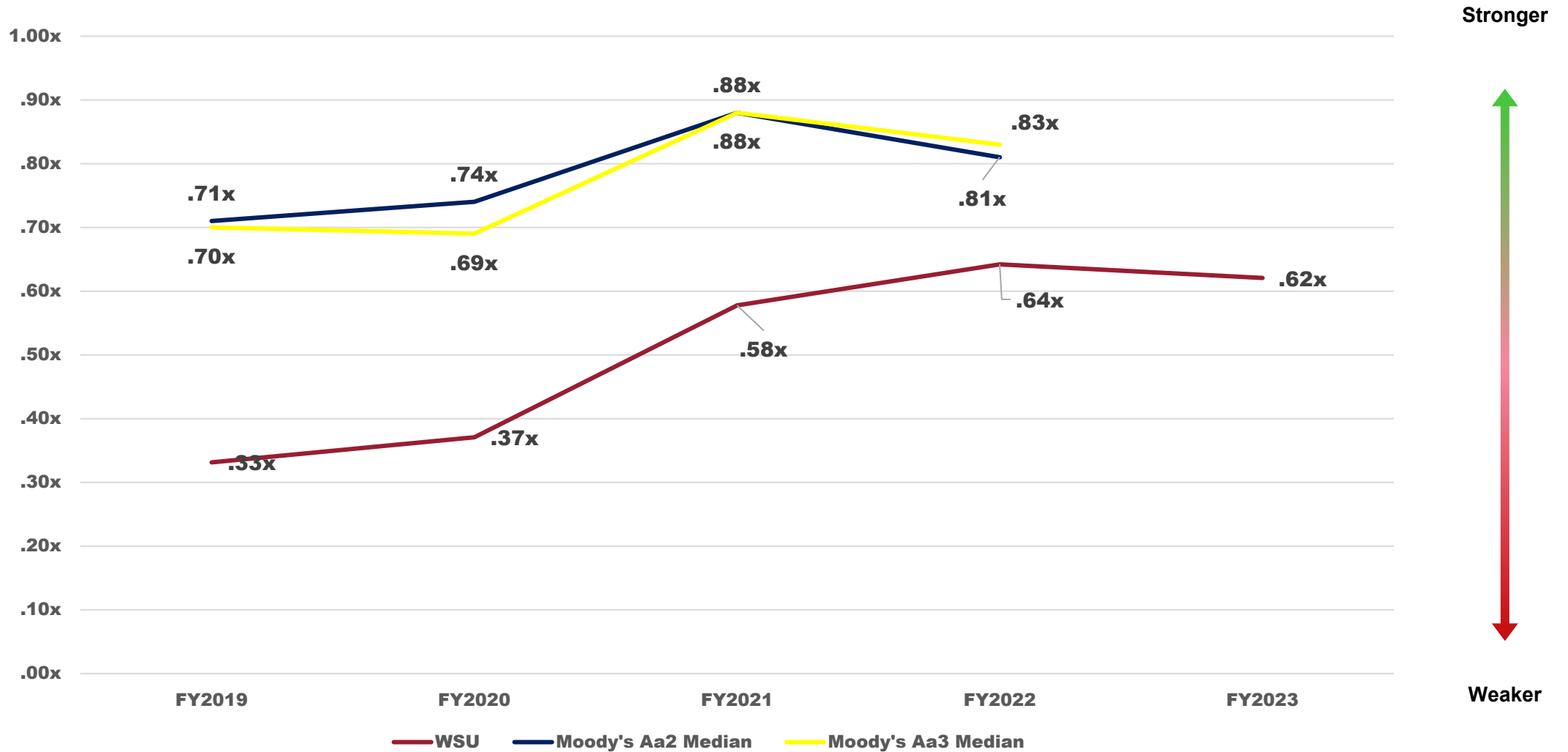
Key Trends, Financial Highlights & Benchmarking

Sources: WSU Financial Statements, Moody's MFRA & Medians Report (as of June 29, 2023)

- (1) Moody's Aa2 & Aa3 median data from "Medians – Public universities' operating performance boosted by federal, state aid", June 29, 2023
- (2) WSU FY 2018-22 data is from audited financial statements and Moody's MFRA Database, which may not include any accounting changes or restatements
- (3) FY 2023 includes preliminary calculations based on unaudited WSU financial statements
- (4) Includes CFI ratios , data sourced form WSU Finance and Administration

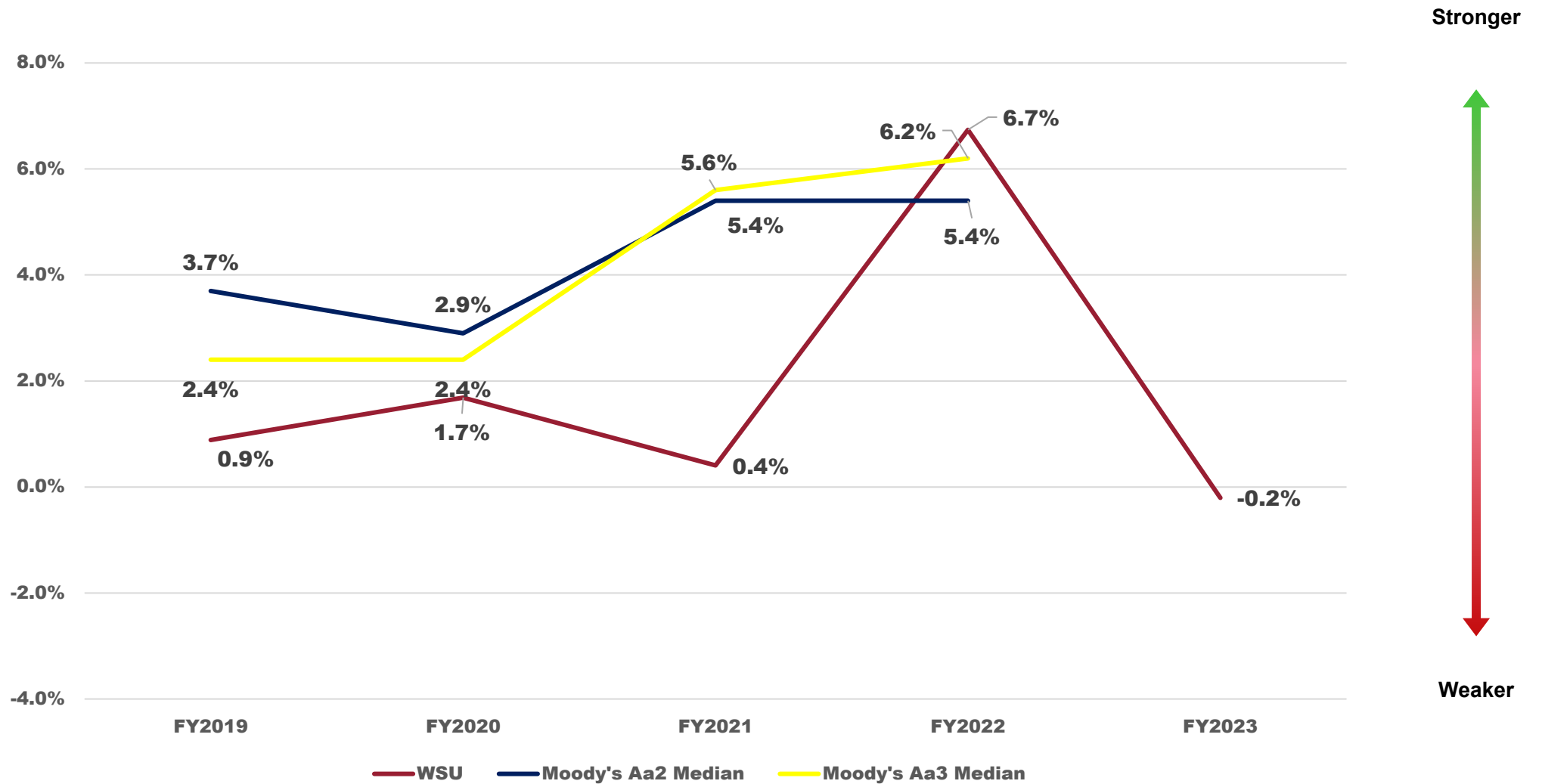
Key Trends and Highlights – Reserves and Liquidity

Spendable Cash & Investments to Operating Expenses (Moody's)



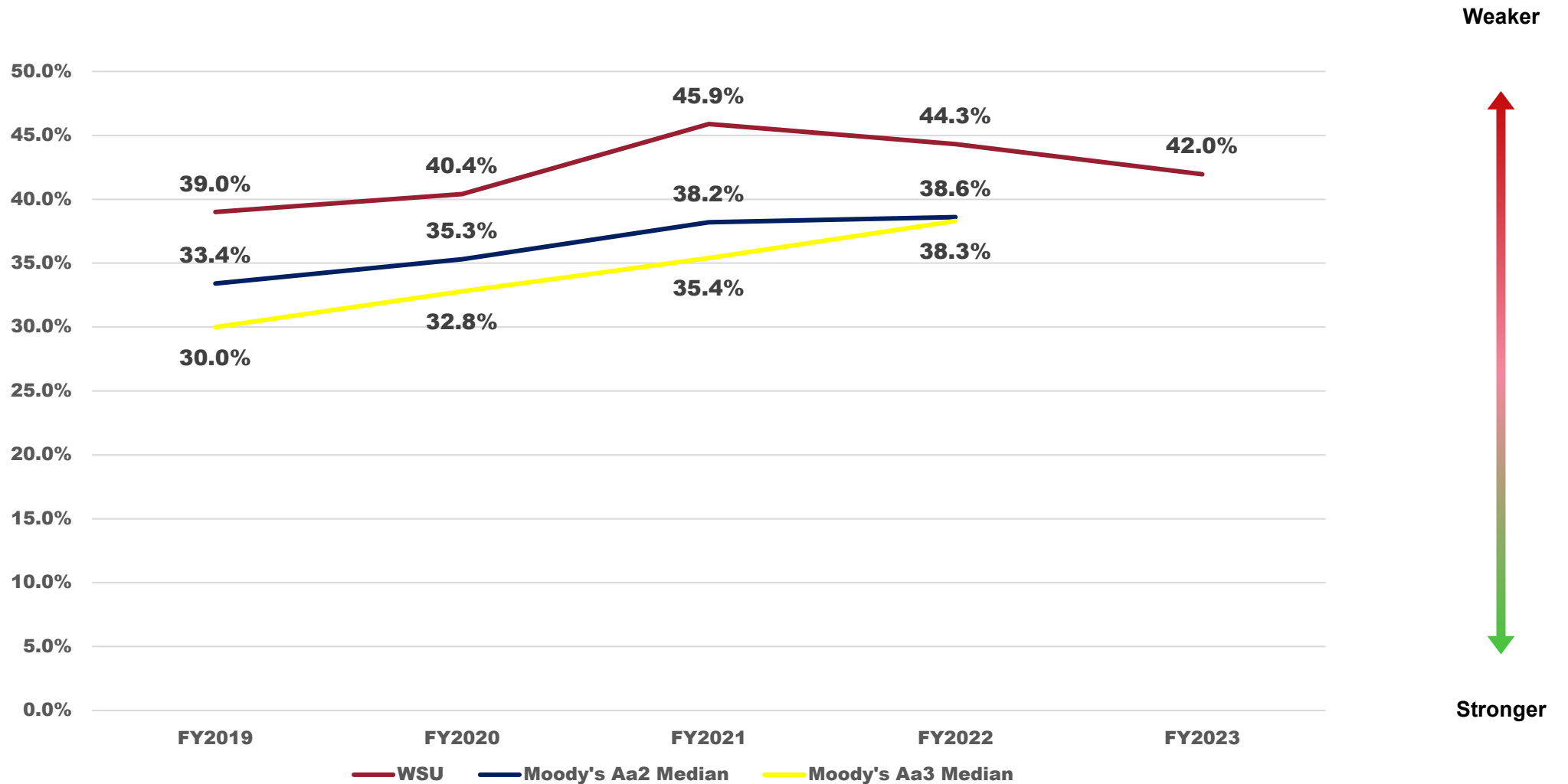
Key Trends and Highlights – Operating Performance

Operating Margin (Moody's)



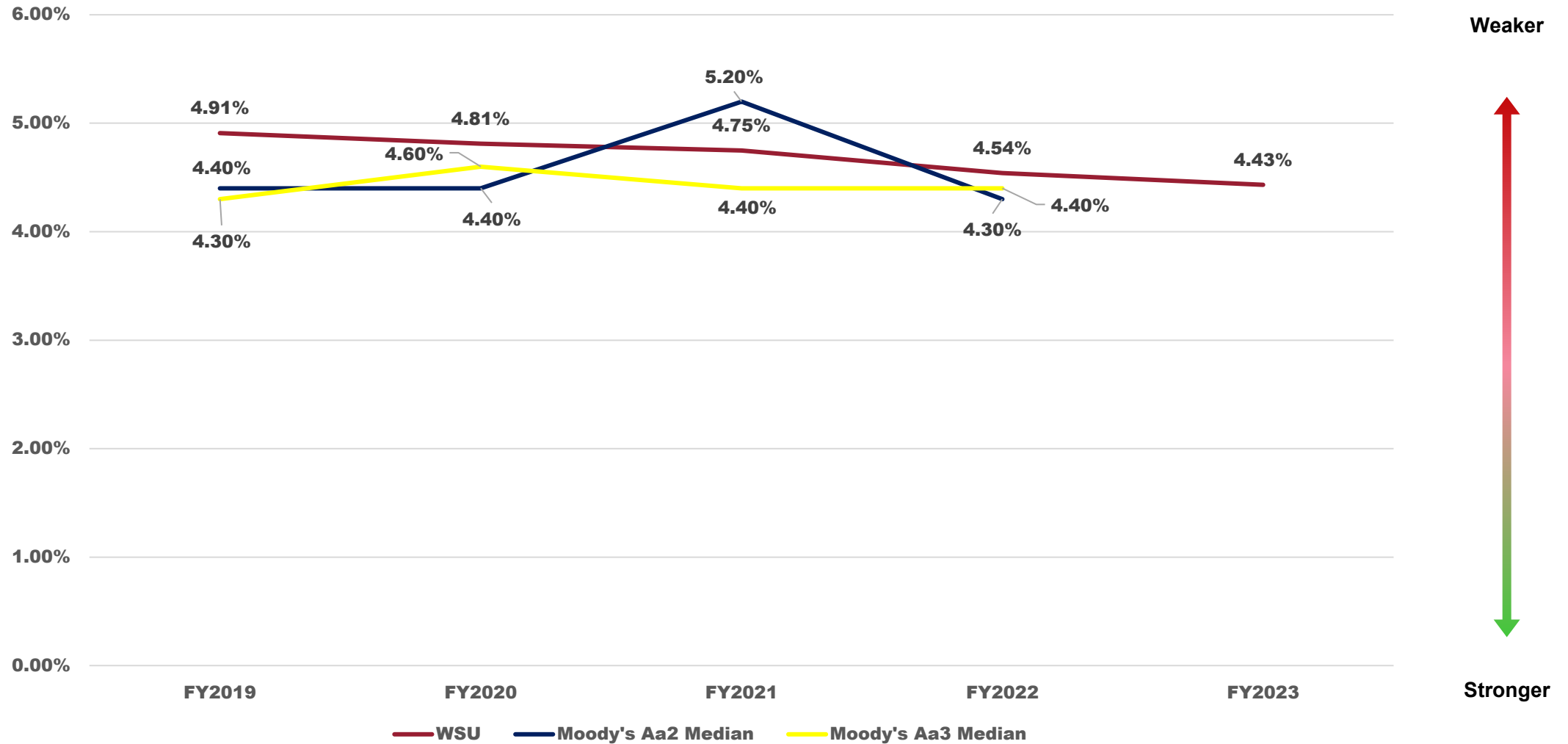
Key Trends and Highlights – Operating Performance

Total Tuition Discount (Moody's)



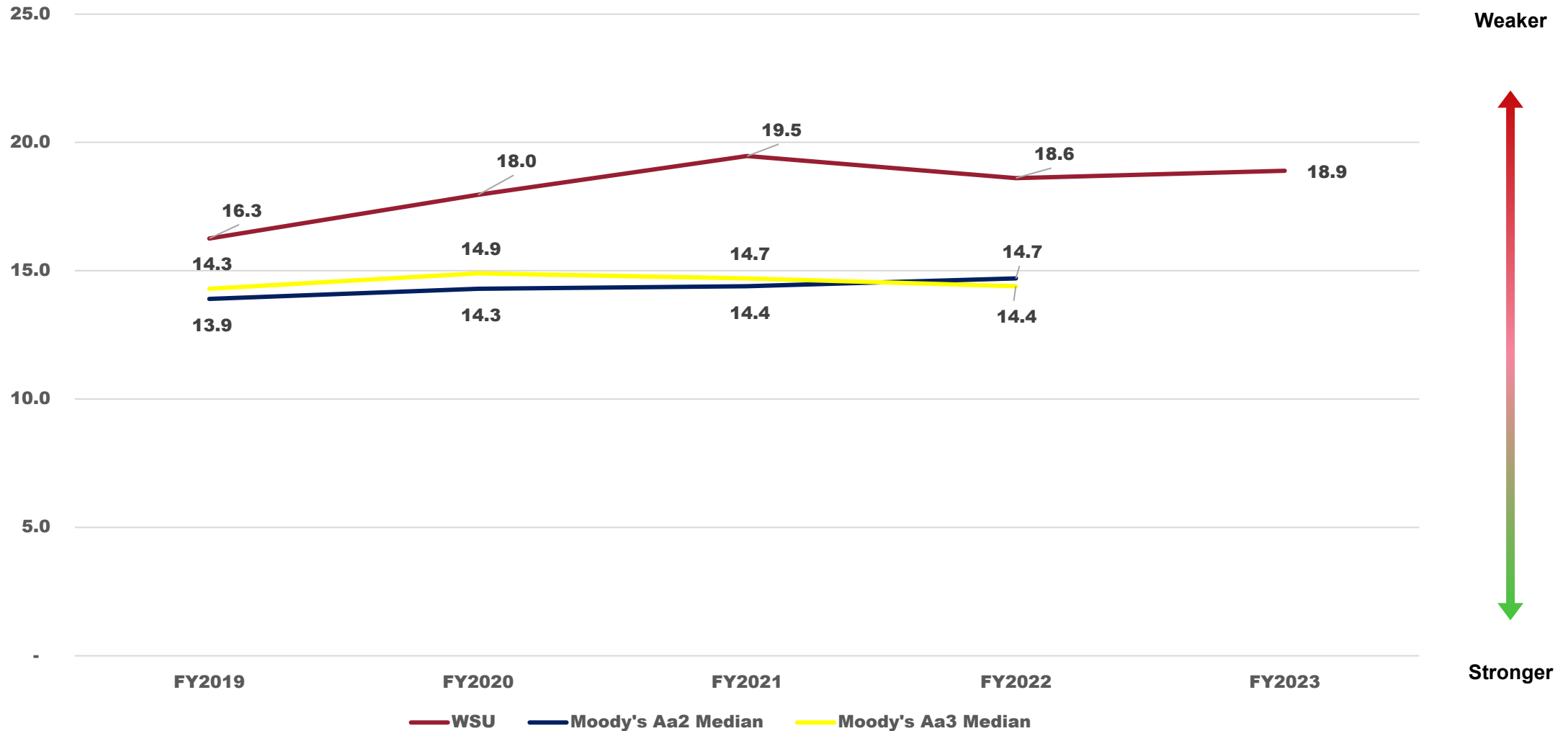
Key Trends and Highlights – Debt Affordability

Debt Burden Ratio (Moody's)



Key Trends and Highlights – Facilities & Infrastructure

Age of Plant (Moody's)





FY23 Debt Profile & Bond Rating Update



Debt Policy Governing Principles (BOR Policy #5)



- BOR Policy #5 requires an annual debt report to include overall debt status and outlook.
- Debt is not issued without prior approval of the Regents.
- The University will comply with all applicable laws, regulations, and bond covenants.
- Debt is a limited resource that will be used to fund only capital projects that are consistent with the University's mission, strategic priorities, and capital plan.
- The maturity and term of debt repayment will be determined on the basis of: expected availability of resources; other long-term goals and obligations of the borrowing unit and the University; useful life of the assets being financed; and market conditions at the time of financing.



Debt Activities During Fiscal Year 2023

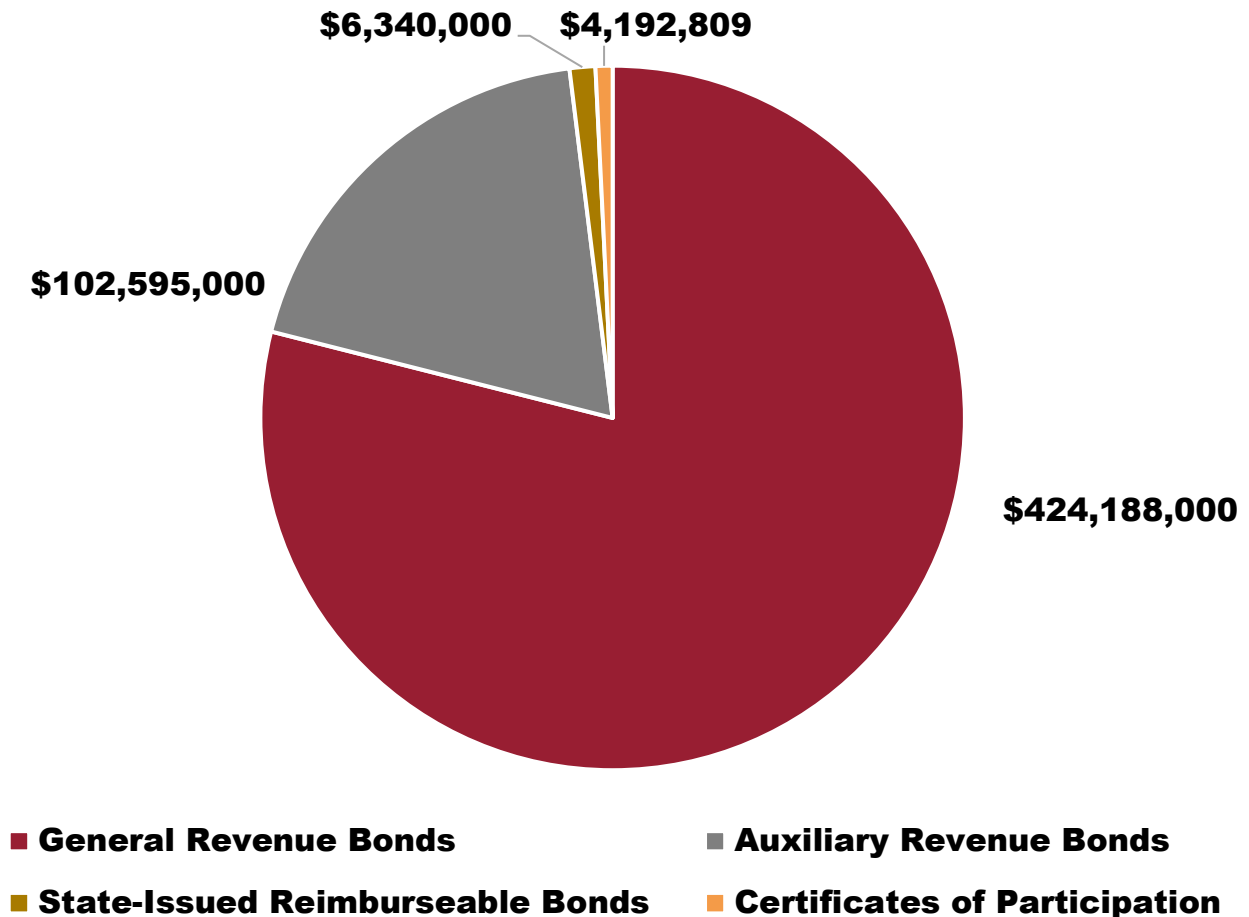


- The University did not issue any Bonds in fiscal year 2023.
- In September 2023, the University issued General Revenue Refunding Bonds 2023 to refund the 2013 General Revenue Bonds at a par value of \$20.28 million and a true interest cost of 3.42%.
- The refunding resulted in \$1.37 million, or 5.97% net present value savings while maintaining the same final maturity of October 1, 2038.

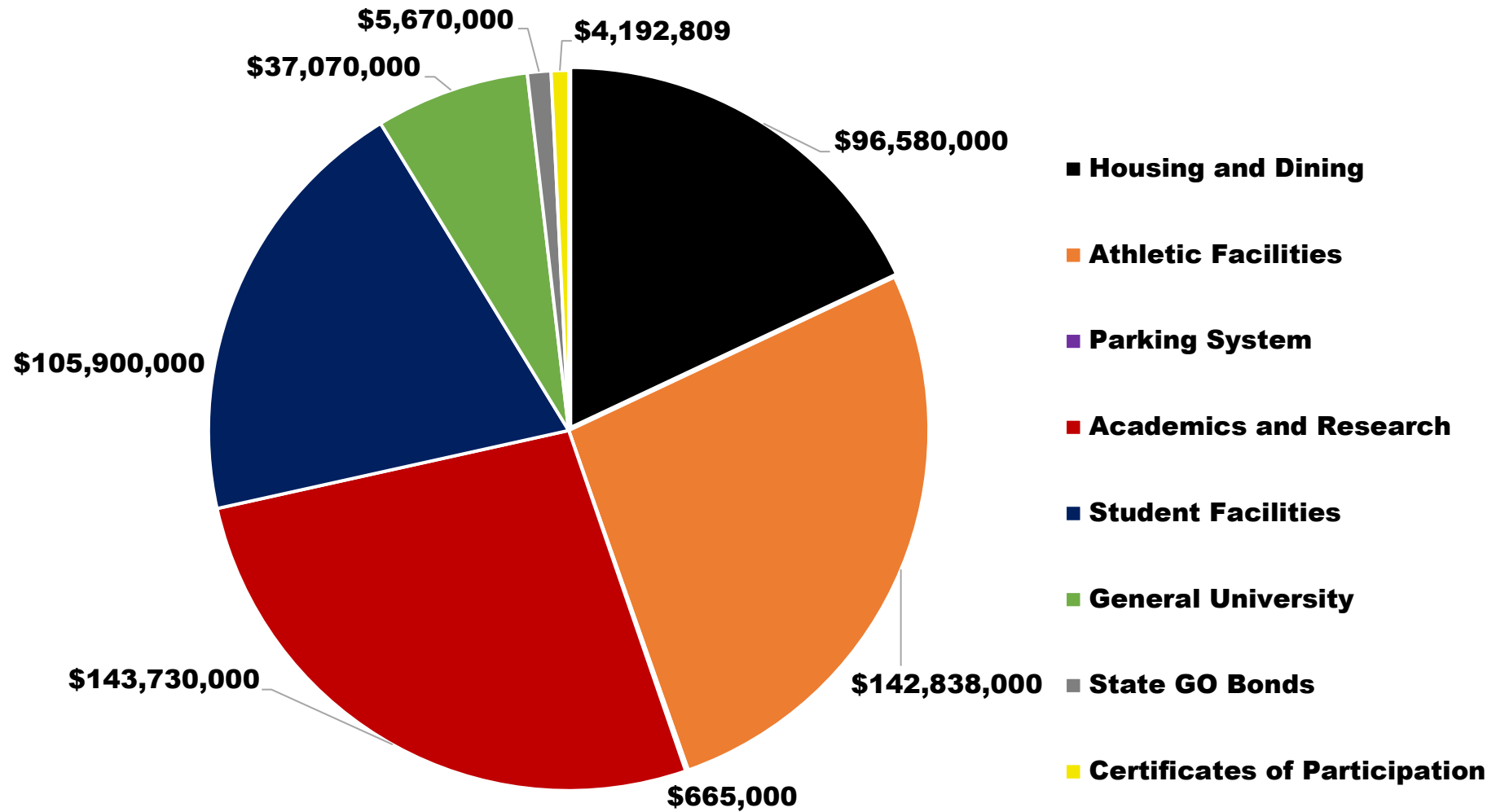


Current Bond Debt Profile

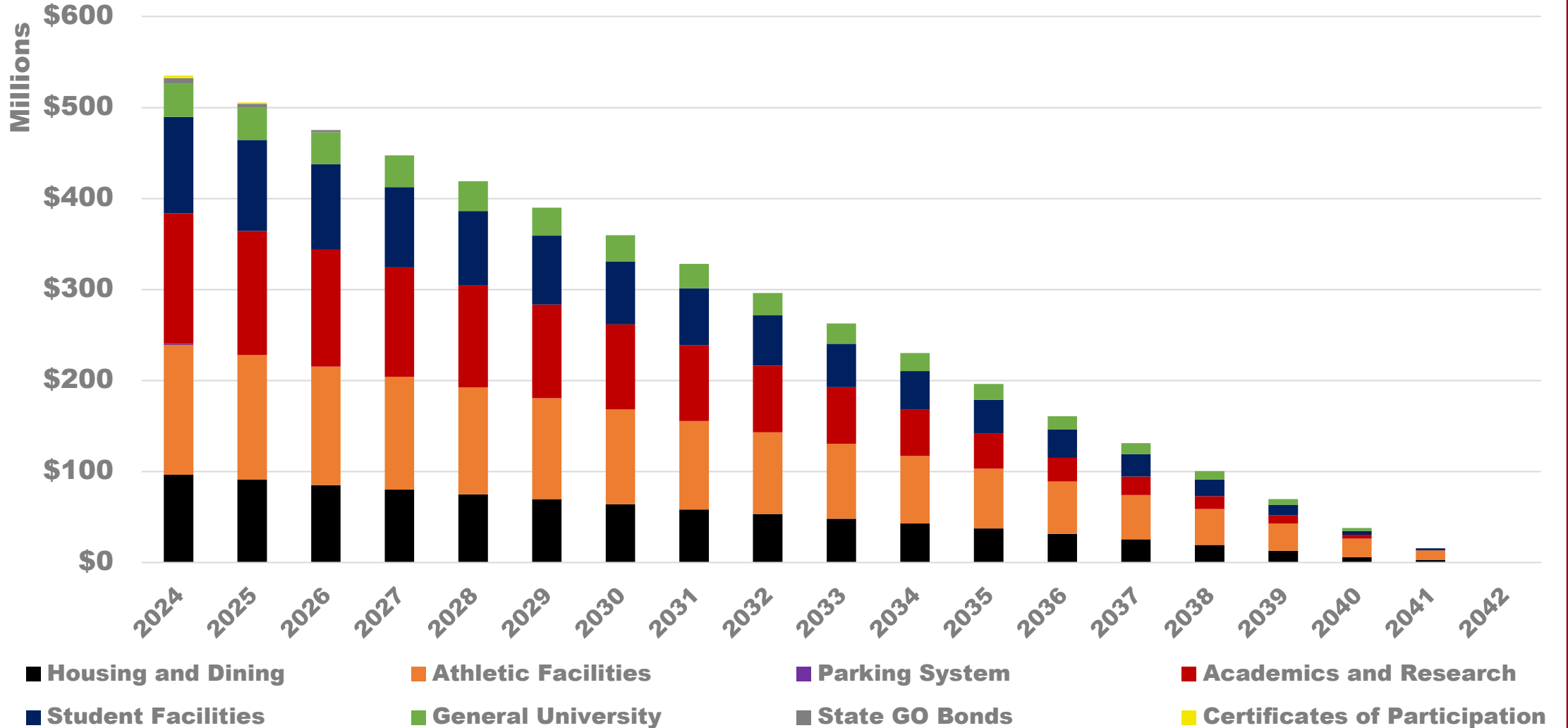
- \$535 million in outstanding principal as of June 30, 2023.
- WSU will pay off approximately 54% of outstanding debt principal in the next 10 years (2023-2032).



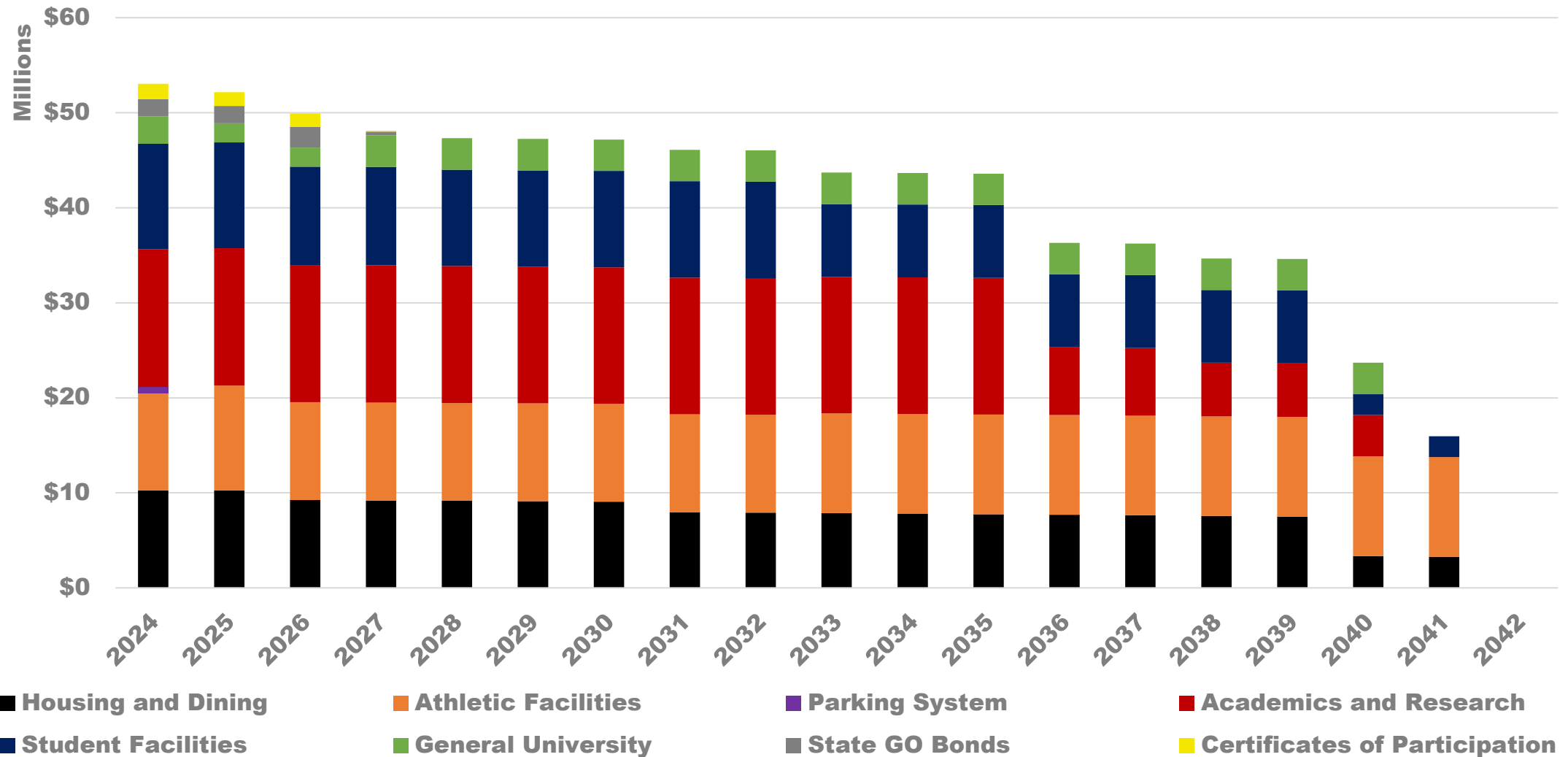
Outstanding Principal By Use



Outstanding Principal By Use



Annual Debt Service by Use





Recent Rating Activities

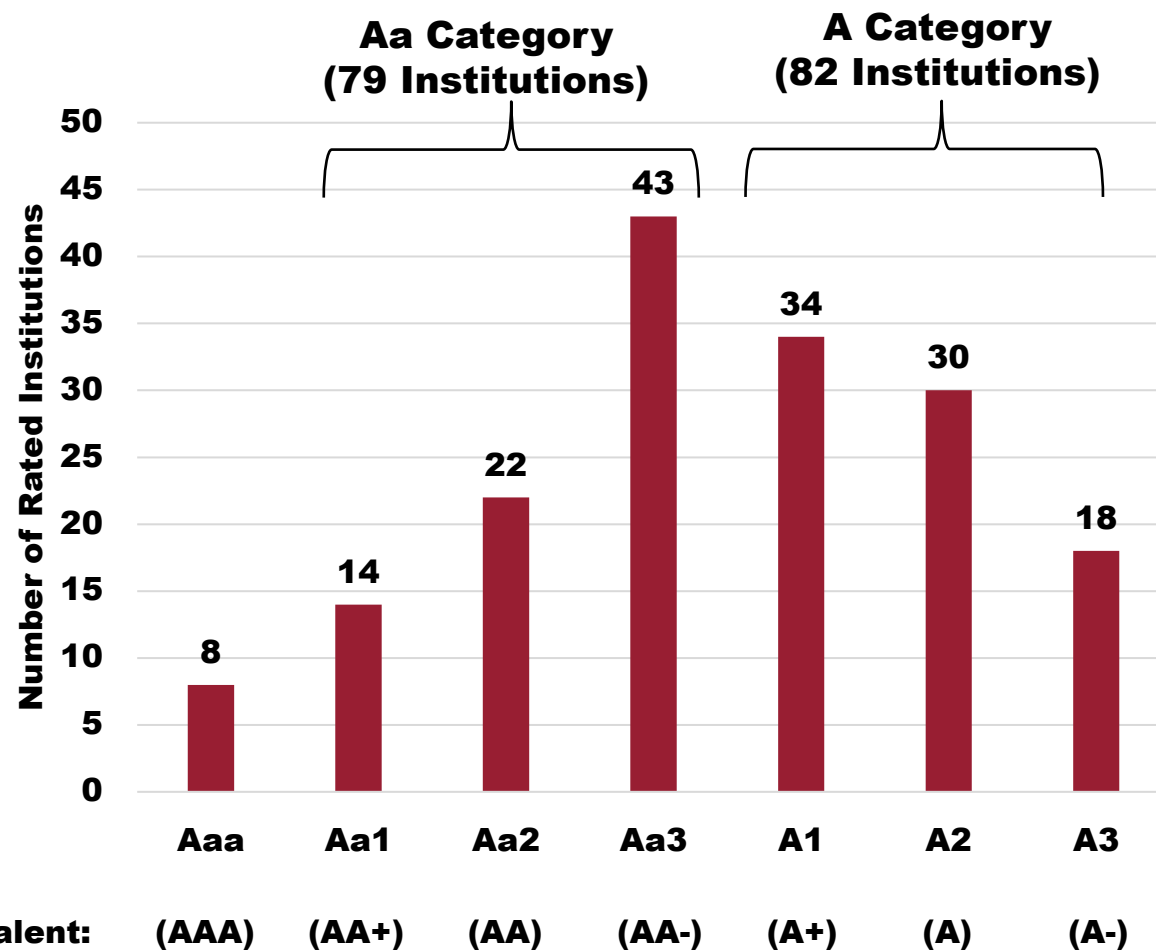
- WSU utilizes both Moody's Investors Service and S&P Global for bond rating services.
- On August 11, 2023 Moody's assigned a rating of Aa3 (stable) for the University's General Revenue Refunding Bonds, 2023.
- On August 9, 2023 S&P Global assigned a rating of A+ to WSU General Revenue Refunding Bonds, 2023.



Moody's Rating Distribution of Public Higher Education Institutions

Moody's	S&P
Aaa	AAA
Aa1	AA+
Aa2	AA
Aa3 	AA-
A1	A+ 
A2	A
A3	A-

Both Moody's and S&P's WSU ratings carry a stable outlook



Debt Report Takeaways

- WSU continues to manage debt strategically.
- Interest rate increases have made debt more costly, and reduced opportunities to create savings in the existing debt portfolio through refunding activities.
- Any consideration of new debt must have a new and sustainable revenue stream to support repayment.





Appendix



Peers and Benchmarking Groups



Benchmark Group – Moody's

Auburn University
California State University
City University of New York
Clemson University
Florida State University
Michigan State University
Mississippi Institutions of Higher Learning
Nevada System of Higher Education
Texas State University System
University of Alabama at Birmingham
University of Alabama

University of Arizona
University of Arkansas
University of California
University of Florida
University of Illinois
University of Kansas
University of Kentucky
University of Massachusetts
University of North Texas System
University of Oregon
University of South Carolina

Benchmark Group – Moody's

Appalachian State University

Ball State University

Board of Regents of The University
System of Georgia

Boise State University

East Carolina University

Florida International University

Georgia Institute of Technology

Georgia State University

Kansas State University

Kent State University

Miami University

Montana State University

North Carolina Agriculture & Technical
State University

Ohio University

Oregon State University

Rutgers, The State University of New
Jersey

South Dakota Board of Regents

State System of Higher Education, PA

Temple University

Texas Woman's University

University of Alabama in Huntsville

University of Cincinnati

University of Connecticut

University of Georgia

University of Hawaii

University of Montana

University of New Mexico

University of North Carolina at
Charlotte

University of North Carolina at
Greensboro

University of North Carolina at
Wilmington

University of Rhode Island

University of South Florida

University of Vermont & State
Agricultural College

University of Wyoming

University System of New Hampshire

Virginia Commonwealth University &
Health System

Washington State University

Wayne State University

West Virginia Higher Education Policy
Commission

West Virginia University

Western Carolina University

Western Michigan University

Wichita State University



INFORMATION ITEM #2

**Fiscal Year 2024 Financial Performance Update
(Leslie Brunelli/Matt Skinner/Chris Jones)**

TO ALL MEMBERS OF THE BOARD OF REGENTS

SUBJECT: Fiscal Year 2024 Financial Performance Update

SUBMITTED BY: Leslie Brunelli, Executive Vice President, Finance & Administration/CFO

**SUPPORTING
INFORMATION:** Washington State University has not historically conducted an evaluation of financial operations during the fiscal year. A strategic goal is to strengthen financial reporting through budget-to-actual variance analysis for core funds and all funds across the system, campus, and unit level. Additional progress in understanding the University's financial position in real-time will lead to the development of quarterly financial reports that enable leadership to make strategic decisions to deploy scarce resources.

Due to the current limits in budgeting and reporting, this report is a high-level view of core funds only at the system level. This information will be communicated to all units to frame the fiscal environment to start the 2025 budget development. The intent is to build on this material to create a current and consistent financial dashboard.

ATTACHMENT: Fiscal Year 2024 Financial Performance Update



Fiscal Year 2024 Financial Performance Update



January 25, 2024



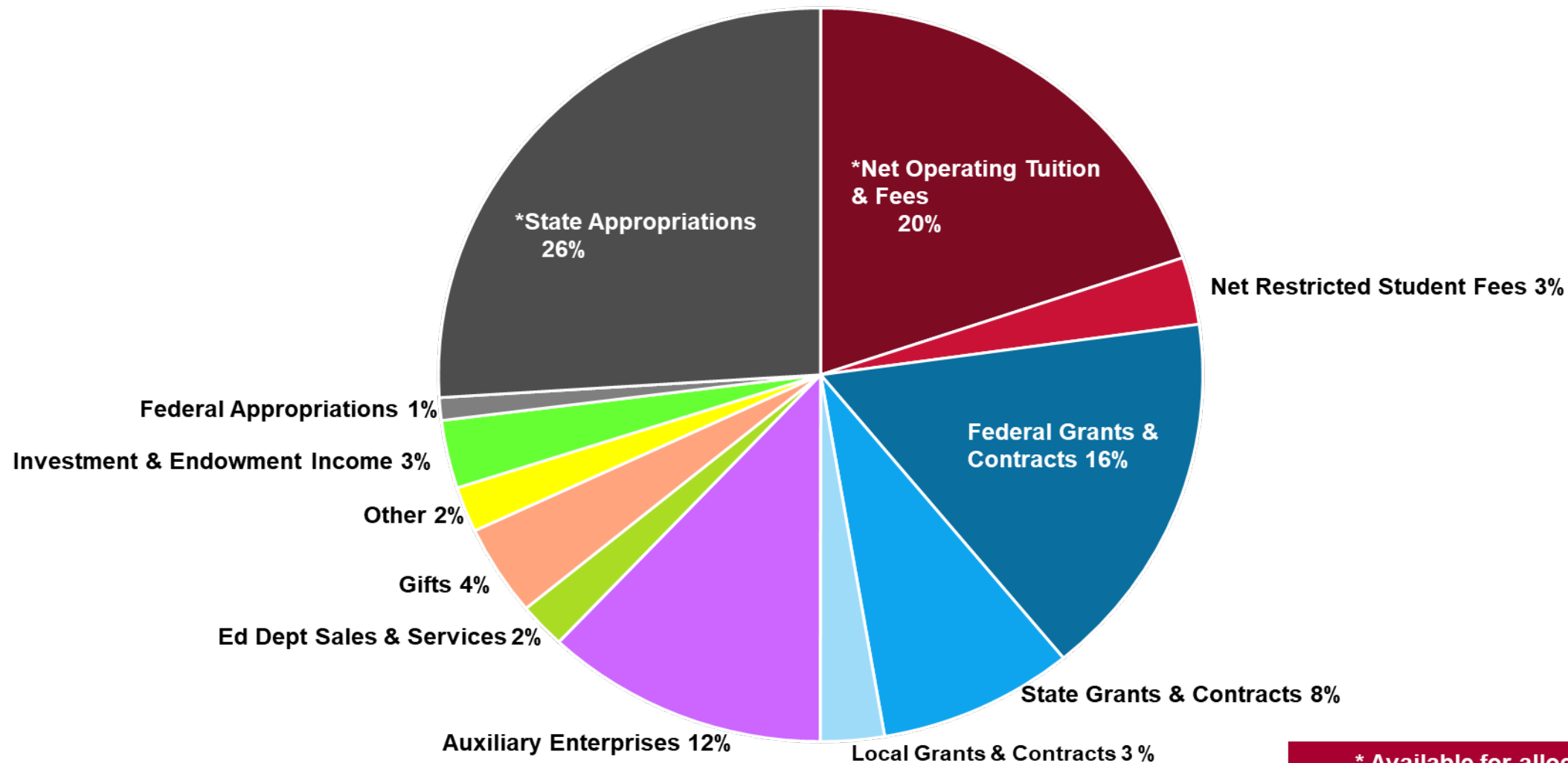
FY24 Financial Performance

- Review of budget-to-actual performance for core funds at the system level – through November 30, 2023
- Early identification of key financial trends that will impact the FY24 financial statements and FY25 budget development



FY24 WSU Annual Operating Budget Sources

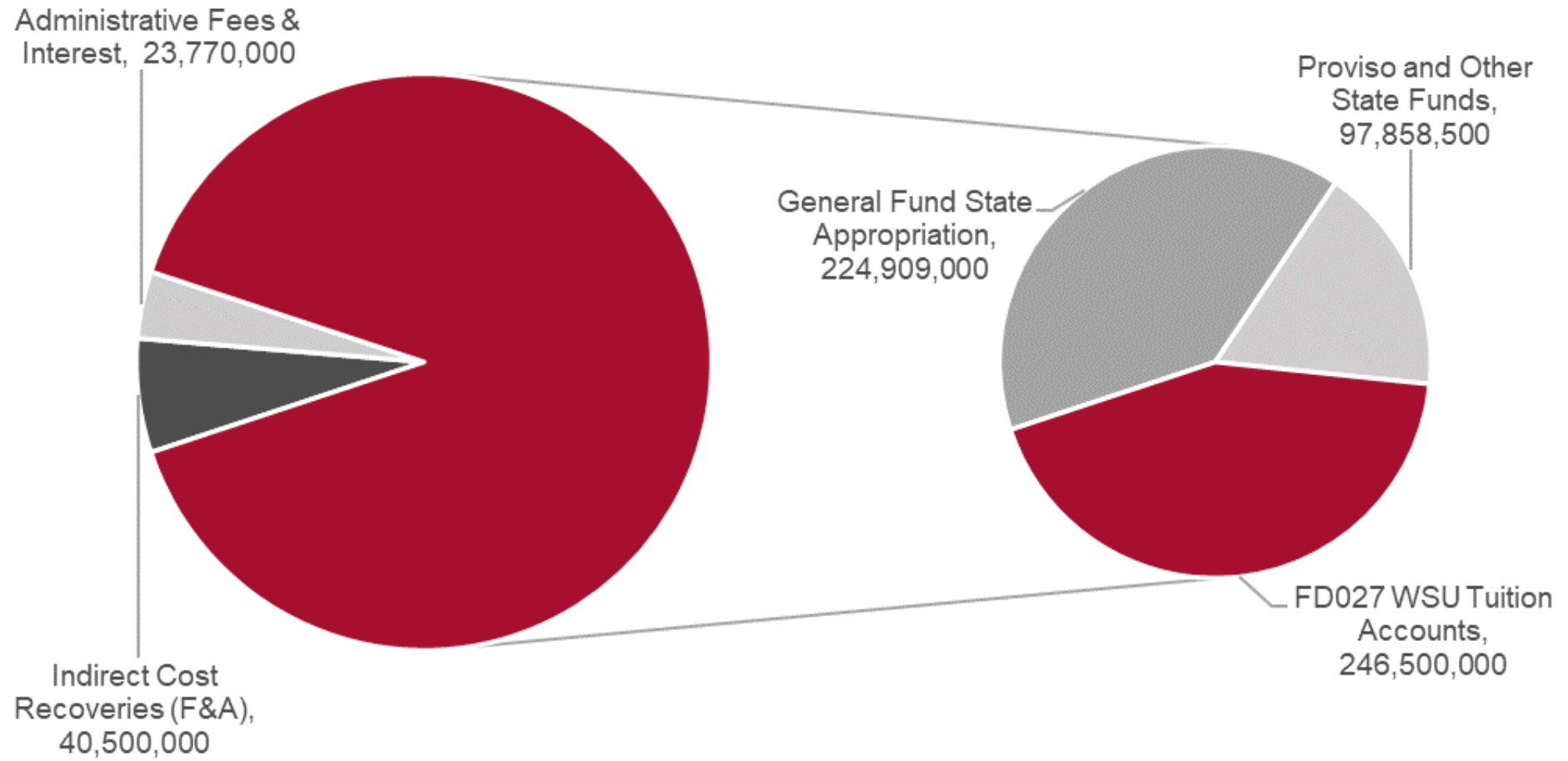
All Funds – Estimated Total: \$1.2 Billion



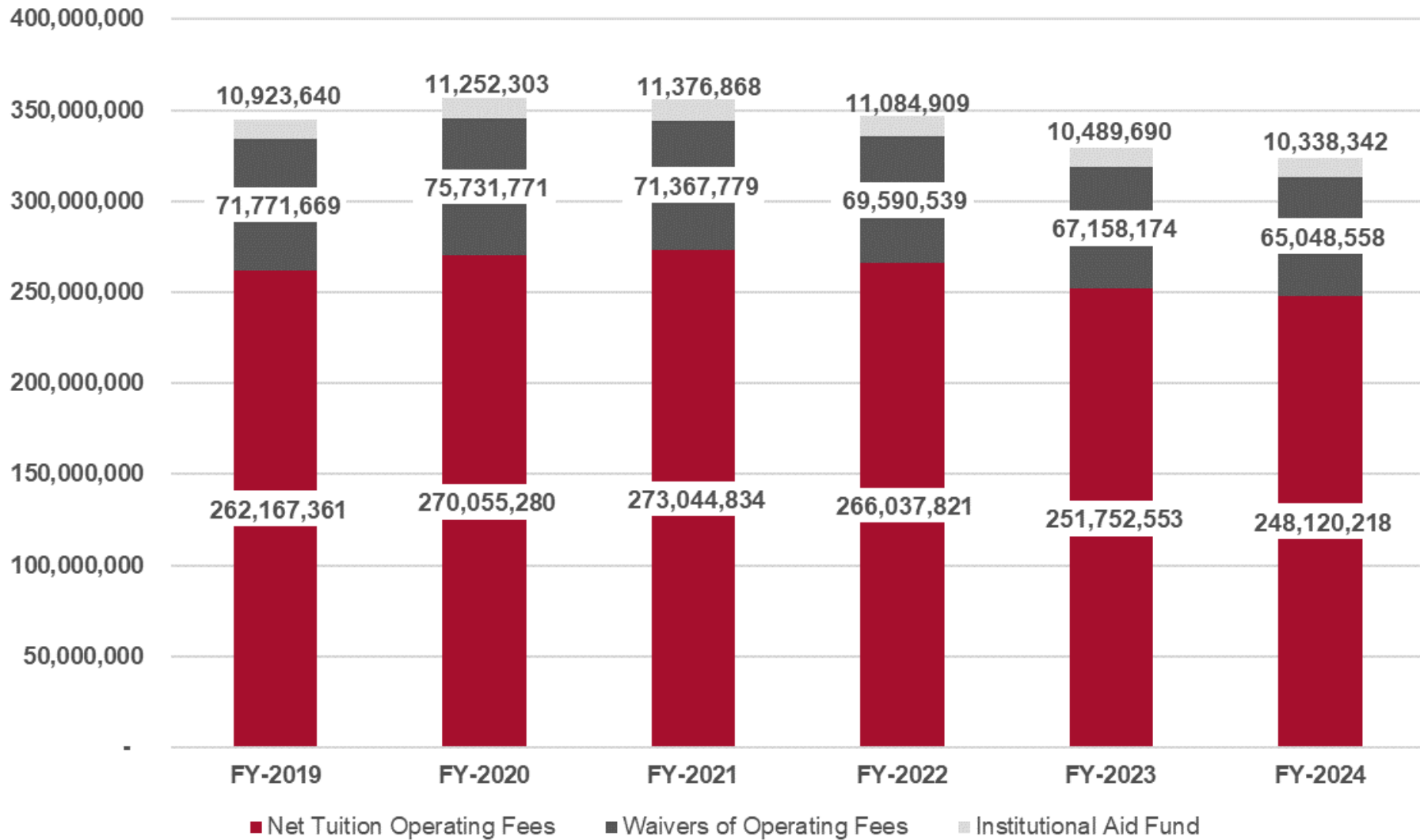
* Available for allocation



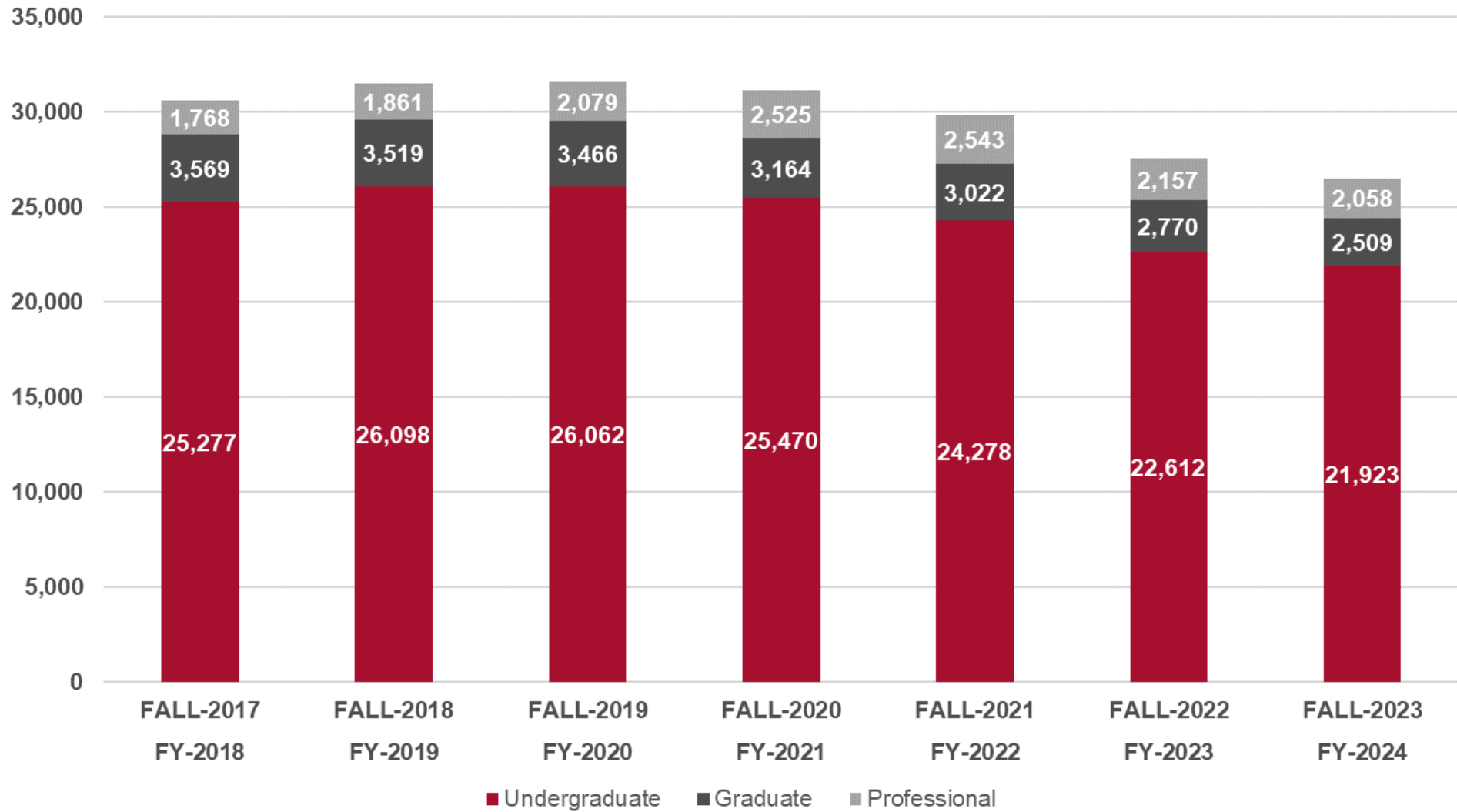
FY24 Core Funds Budget



Gross Tuition and Net Tuition



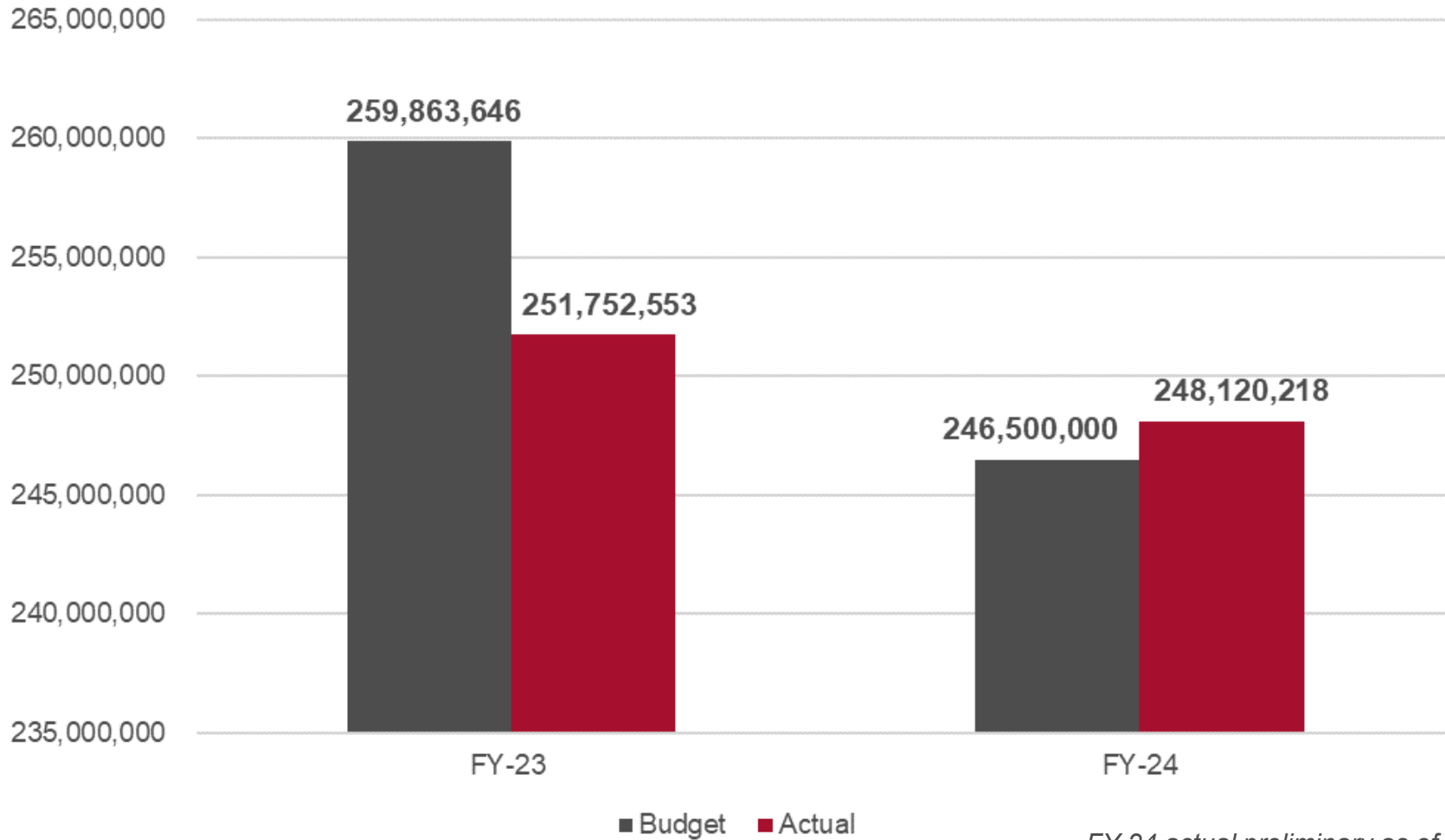
Total Enrollment – Historical



Source: Office of Strategy, Planning, and Analysis



Net Tuition Budget to Actuals: FY23 vs FY24

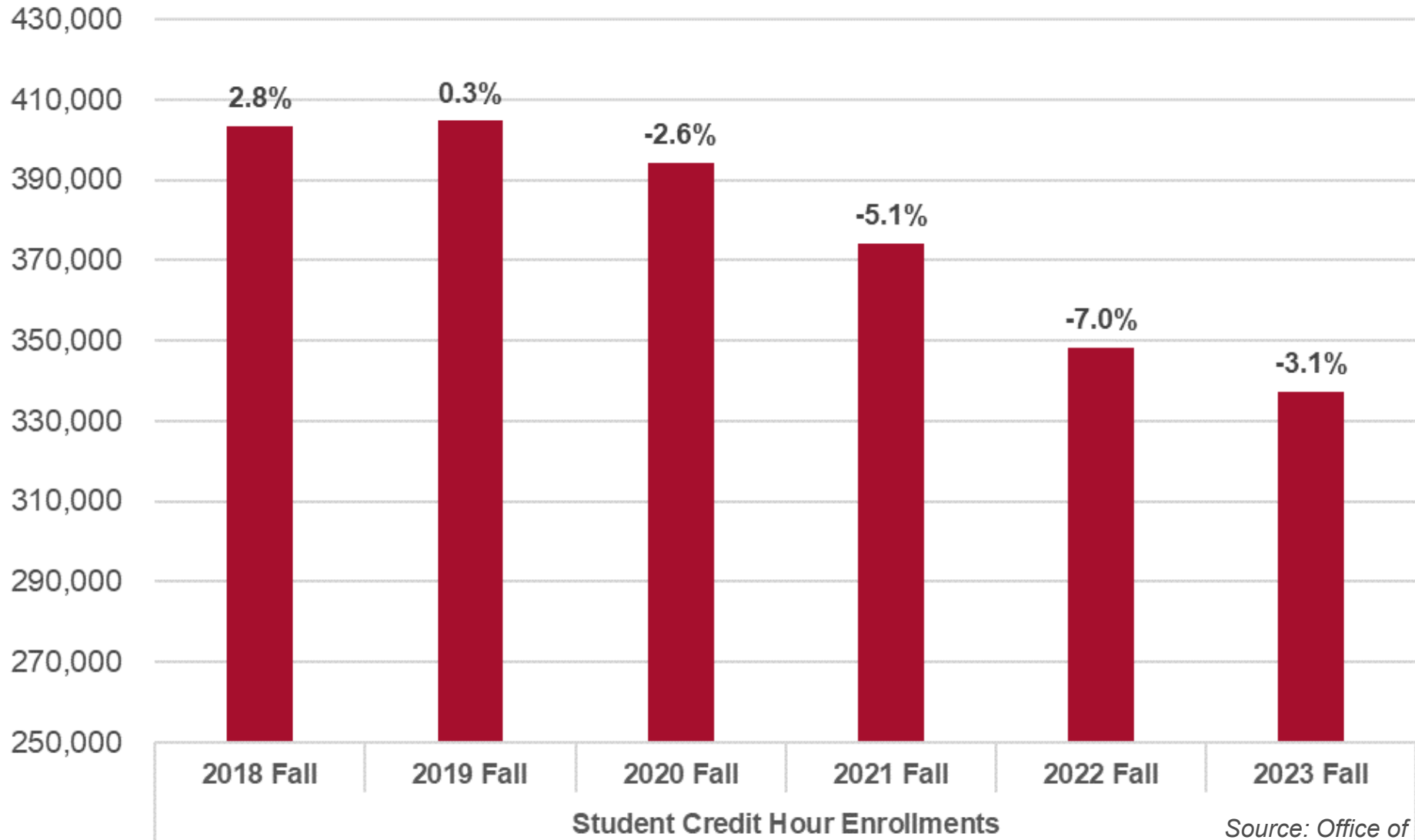


FY-24 actual preliminary as of fall enrollment census





Fall Student Credit Hour Enrollments



Source: Office of Strategy, Planning, and Analysis

Credit Hour Enrollments by College/Academic Unit

College/Academic Unit	2019 Fall	2020 Fall	2021 Fall	2022 Fall	2023 Fall	One Year Change	Five Year Change
Arts & Sciences	187,265	178,436	166,012	156,358	153,323	-1.9%	-18.1%
Voiland College of Engineering & Architecture	45,763	44,734	43,497	39,993	38,458	-3.8%	-16.0%
Carson College of Business	39,412	43,610	42,046	38,790	38,169	-1.6%	-3.2%
CAHNRS	41,884	38,447	35,978	33,447	32,071	-4.1%	-23.4%
Education	20,524	19,340	19,584	18,600	18,159	-2.4%	-11.5%
Vet Medicine	18,745	18,022	18,013	16,851	16,550	-1.8%	-11.7%
Communications	18,402	19,047	17,709	16,144	15,099	-6.5%	-17.9%
Nursing	10,917	11,588	11,482	10,354	8,888	-14.2%	-18.6%
Medicine	5,468	6,554	6,748	6,829	6,674	-2.3%	22.1%
Pharmacy	11,093	10,234	8,587	6,475	5,304	-18.1%	-52.2%
Provost	2,591	1,886	2,207	2,242	2,531	12.9%	-2.3%
Honors College	2,031	1,865	1,826	1,773	1,713	-3.4%	-15.7%
Graduate School	564	508	623	438	504	15.1%	-10.6%
Grand Total	404,659	394,271	374,312	348,294	337,443	-3.1%	-16.6%

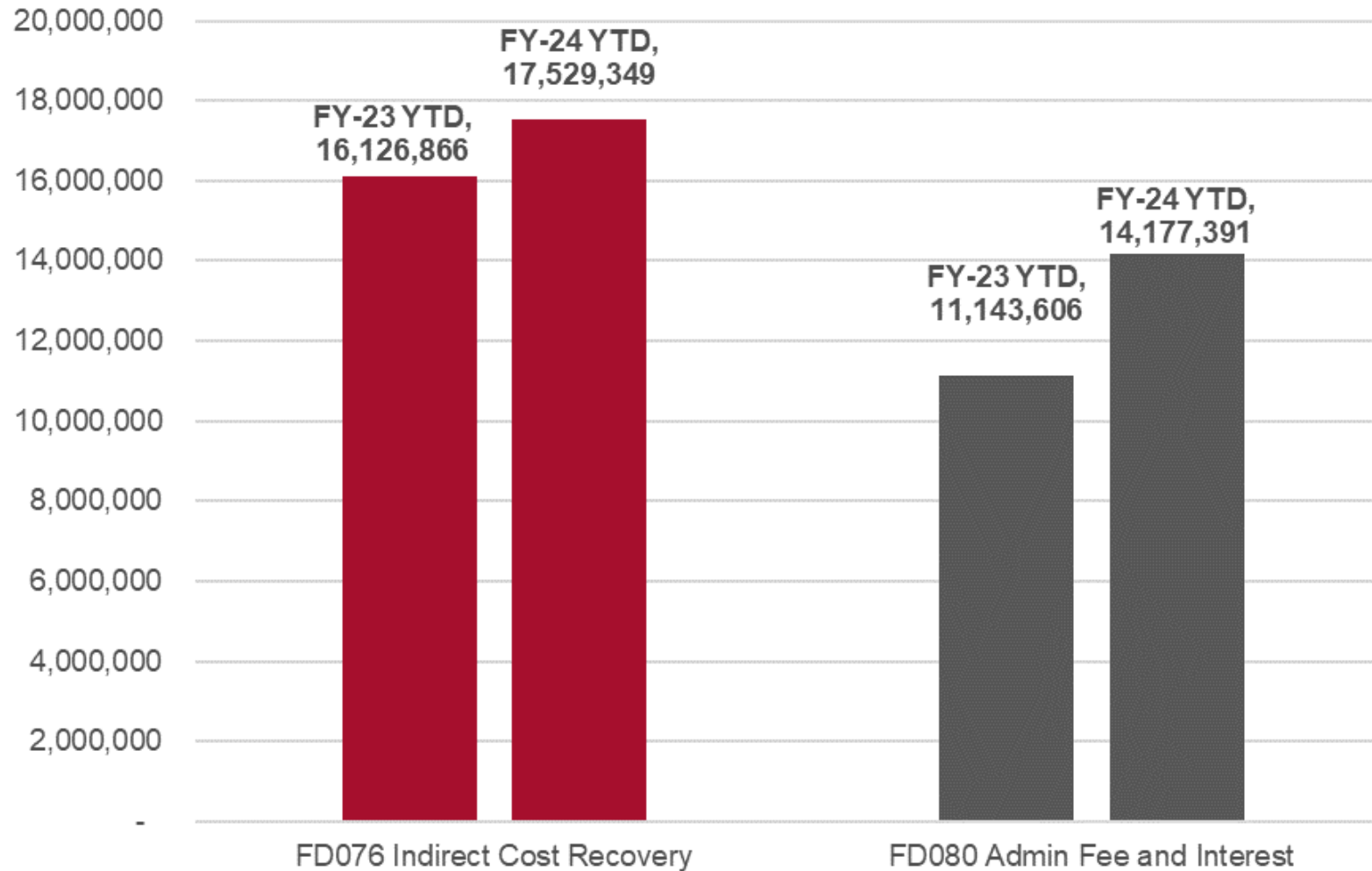


Credit Hour Enrollments by Campus

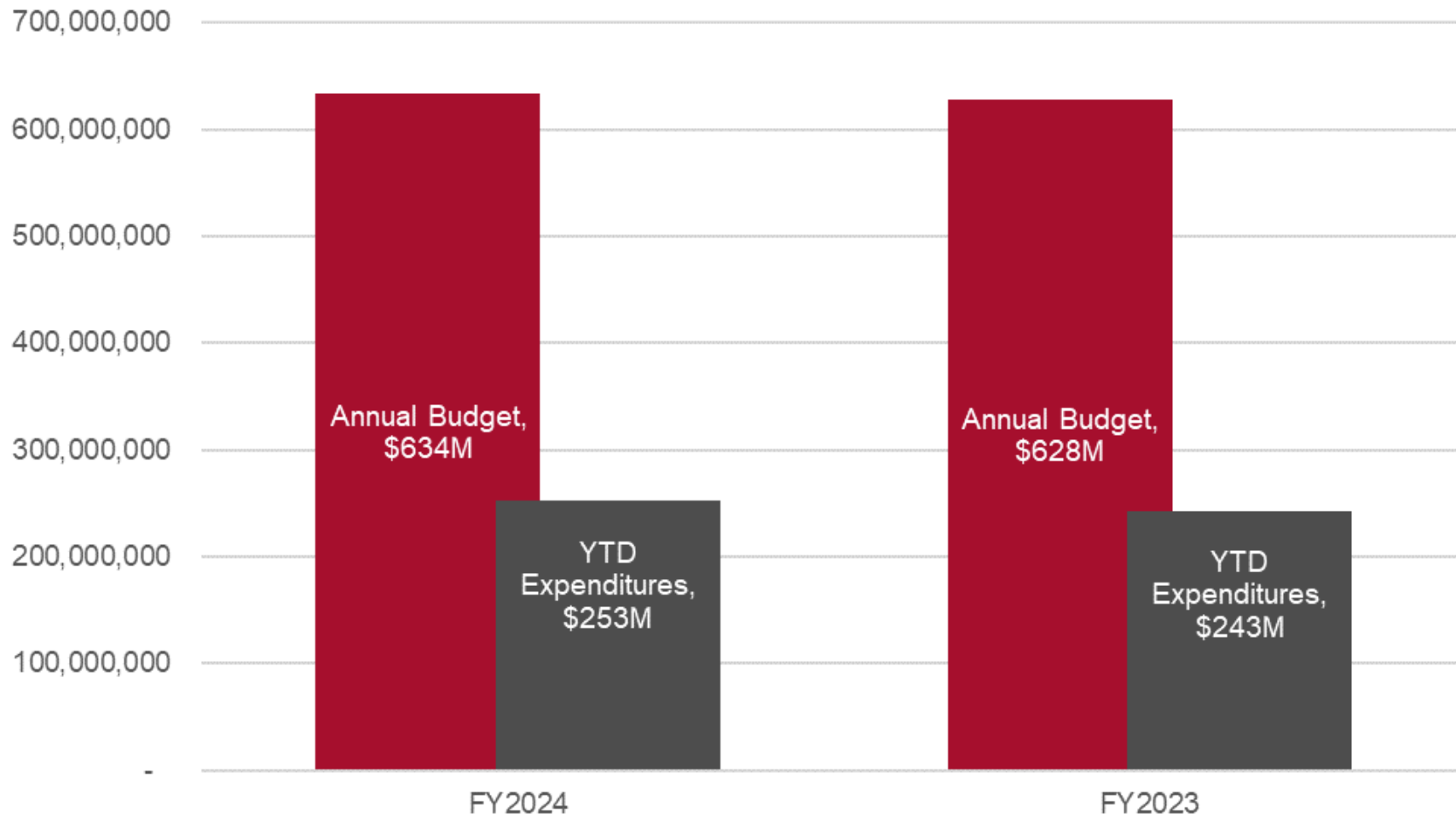
Campus	2019 Fall	2020 Fall	2021 Fall	2022 Fall	2023 Fall	One Year Change	Five Year Change
Pullman	293,076	280,366	267,416	249,804	239,686	-4.1%	-18.2%
Vancouver	42,925	41,573	38,130	33,358	32,675	-2.0%	-23.9%
Global	20,505	25,212	25,637	26,775	28,607	6.8%	39.5%
Tri-Cities	20,162	19,094	17,517	16,569	17,133	3.4%	-15.0%
Spokane	24,355	24,271	22,301	19,038	16,658	-12.5%	-31.6%
Everett	3,636	3,755	3,311	2,750	2,684	-2.4%	-26.2%
Grand Total	404,659	394,271	374,312	348,294	337,443	-3.1%	-16.6%



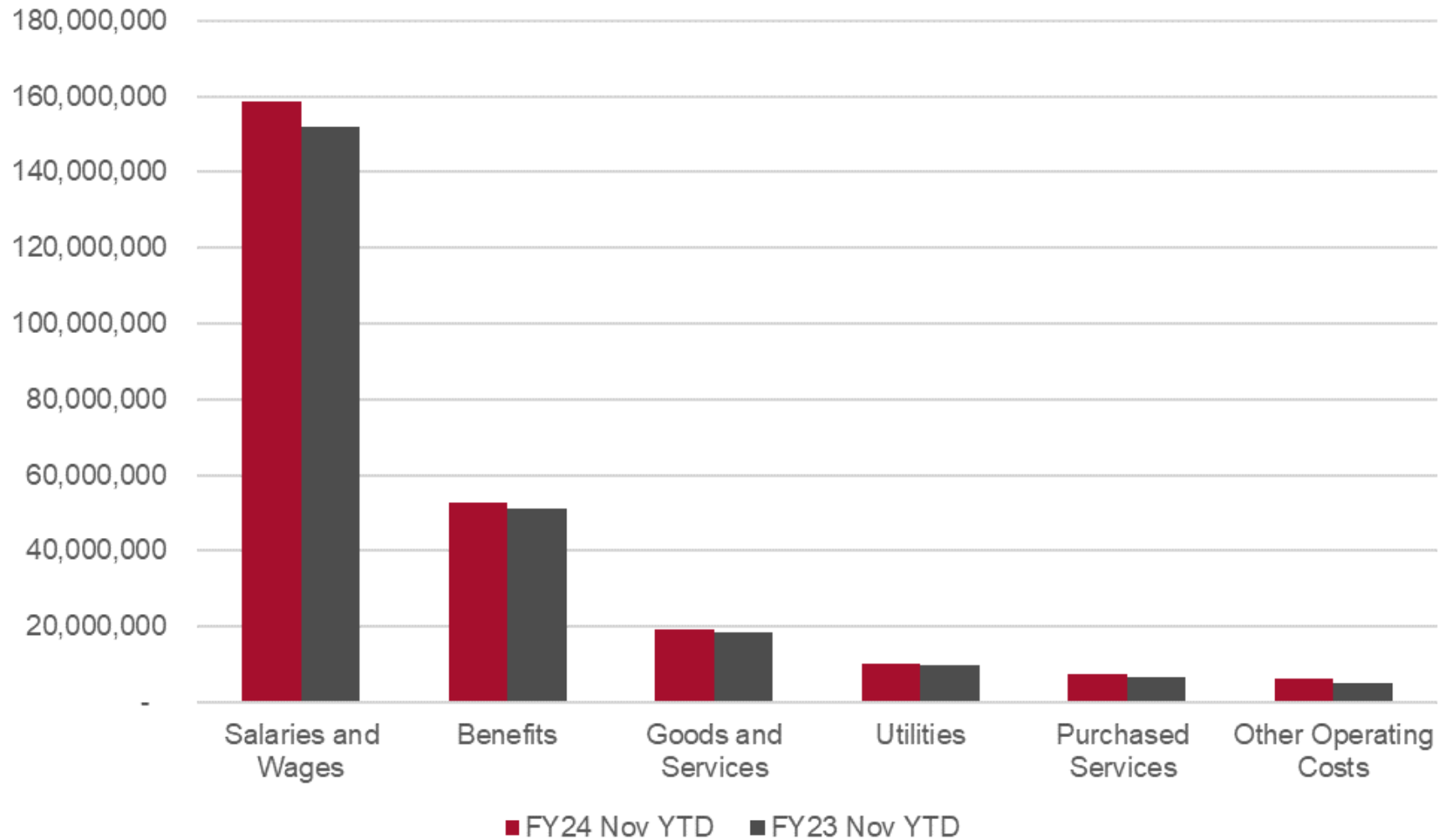
Other Core Fund Revenues November Year-to-Date



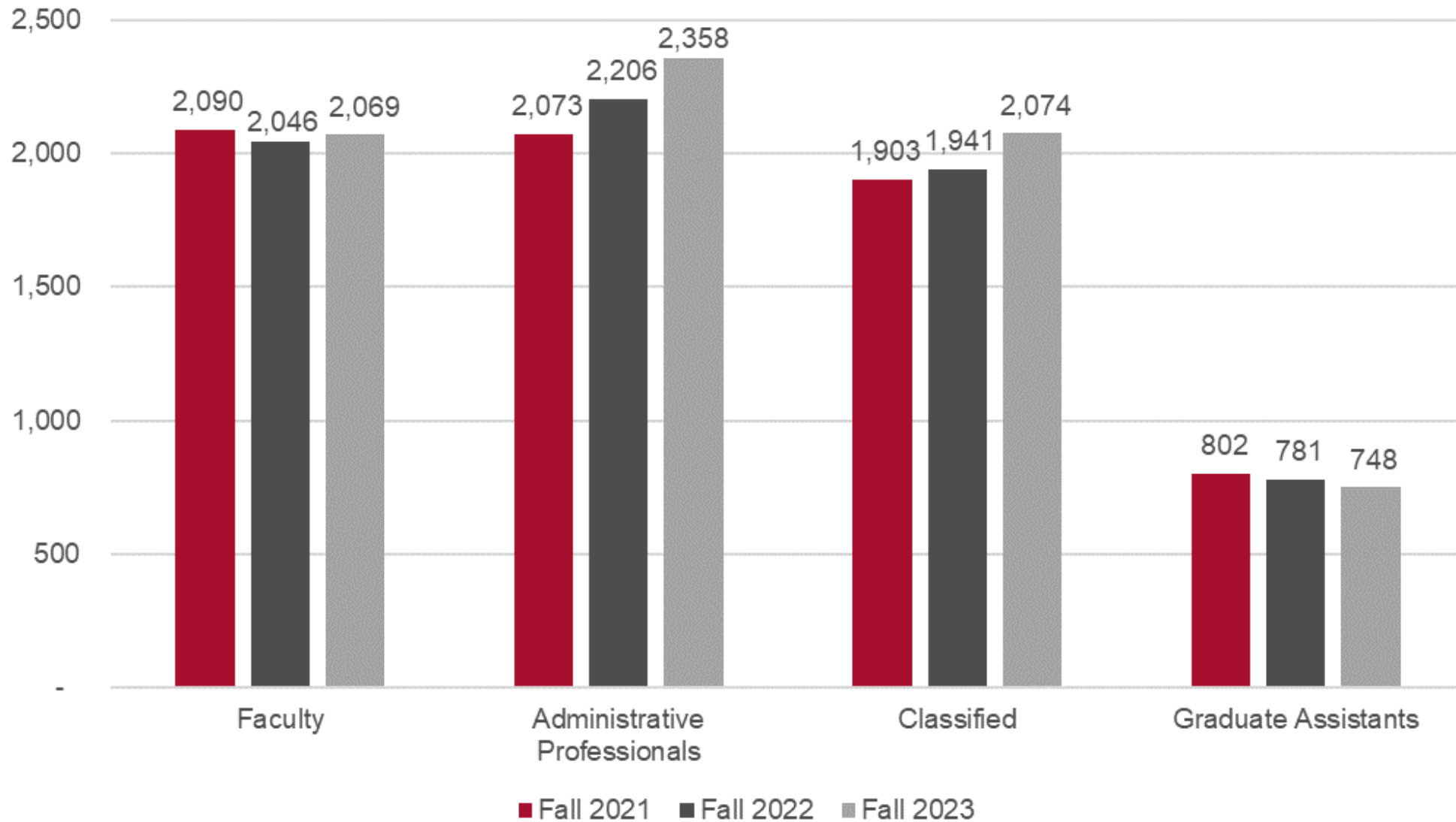
Core Funds Budget to Actuals: November Year-to-Date



Core Funds Expenditures: FY24 vs FY23



Employee Fall FTE



Source: Office of Strategy, Planning, and Analysis





What's Next?

- Refine core funds reporting metrics into a consistent and timely financial dashboard
- Develop all-funds financial reporting metrics
- Progress toward quarterly financial statements
- Consider position management tool and process
- Charge an internal group with monthly review of metrics, trends and impact of strategic financial decisions
- Communicate periodic financial performance to Chancellors, System Leadership Collaborative, Deans and Area Finance Officers
- Use financial metrics to forecast future state

INFORMATION ITEM #3

Athletics Budget Update

(Leslie Brunelli/Pat Chun/Jon Haarlow)

TO ALL MEMBERS OF THE BOARD OF REGENTS

SUBJECT: Athletics Budget Update for FY23 and FY24

SUBMITTED BY: Pat Chun, Athletics Director
Leslie Brunelli, Executive Vice President, Finance & Administration/CFO

SUPPORTING
INFORMATION: **Closing of FY23 Athletics Budget**

The Board of Regents approved an adjustment to the FY23 Athletics budget in September of 2023, with a projected shortfall of \$11.9 million.

WSU Athletics, in conjunction with University Accounting, have completed the annual NCAA Agreed-Upon Procedures report. The final, bottom line FY23 shortfall of \$11.9M million, has not changed since the September approved update. The final Athletics budget report has been reviewed by University external auditor, Eide Bailly, and successfully submitted to the NCAA as required by January 15, 2024.

Additional Athletic related revenue and expense information can be found at the link below. Revenue and expense information is updated annually with the completion of the audit and the submission of the NCAA Agreed-Upon Procedures financial report in January of each year.

<https://wsucougars.com/sports/2016/7/26/eada-reports.aspx>

See Attachment A

FY24 Update

Revenues

Early season ticket projections indicated sales were on pace to meet or exceed budget. However, the back half of the football season saw decreased demand and a missed bowl opportunity resulting in an updated forecast of a \$900k budget shortfall. Athletics continues to actively monitor the volatility of ticket sales. Final sales are subject to variability influenced by the remaining conference portion of men's and women's basketball and the upcoming baseball seasons.

As previously discussed, the University was aware of the \$4M revenue shortfall from the Pac-12 media partner revenue distributions headed into FY24. However, since the last update, the Pac-12 conference is now projecting an additional \$1.1M shortfall in distributions per school due to a failure to secure title sponsorship revenue, a change in scope of services, and an approved retention and severance package through the end of FY24.

Other areas with a projected revenue shortfall are student fees and bowl revenue. Athletics currently projects a \$25K shortfall in student fees tied to enrollment and a \$2.6M shortfall in revenue tied to missing bowl season. However, while a lack of participation in a bowl result in missed revenue, it also results in less expenses, as the revenue and associated expense net to a \$0 impact to the bottom line.

While there are current anticipated shortfalls, there are several areas where Athletics projects to meet or exceed revenue expectations. Operational contributions are trending \$25K higher in endowment distributions and \$50k higher in operational support from the Foundation. Furthermore, royalty revenue tied to licensing fees are trending \$100k higher than budgeted through the first two quarters of reporting. Contracted sponsorships and philanthropic contributions are currently on pace to meet budget, though most donation activity will take place in the spring semester during the football renewal season. Other auxiliary related revenues are on pace to meet budget. Athletics remains actively engaged in revenue generation strategies to increase revenue for FY2024.

Expenses

Halfway through the reporting period, Athletics has started to see variability in the expense lines. Specifically, Athletics projects a \$300k overage in compensation due to increased student wages and overtime expense in the fall. This projection is subject to change as the fall historically experiences heavier hourly activity and as additional

budgetary changes are implemented throughout the spring semester. Athletics continues to see increased costs and activity related to student athlete health and medical care and is projecting a \$200k overage related to student athlete medical expenses. Additionally, as the fall seasons conclude, Athletics projects a \$200k overage related to fall championship travel and game guarantees. Furthermore, there have been new, unbudgeted expenses related to conference realignment and securing future scheduling opportunities. As of now, and subject to change, Athletics is projecting \$1.3M in unbudgeted expenses related to new conference opportunities. Finally, there is a projected \$200k overage in facility maintenance cost related to resodding the Lower Soccer Field. Conversely to current projected overages, Athletics is forecasting \$400k savings in scholarships and financial aid due to rosters returning to pre-COVID numbers and alterations made to summer program offerings.

Athletics continues the regularly scheduled budget discussions with each sport and unit leader, as sport program expenses (recruiting, travel, equipment, student-athlete meals, game expenses) continue to be a priority line item to monitor. More details related to fall sport travel and team related expenses will be available for discussion by the March of 2024 Board of Regents meeting. Athletics remains proactive in forecasting and anticipating potential impacts to current and future year budgets and will update the Board of Regents and the Athletic Budget Oversight Committee as information is available.

See Attachment B and C

FY25 Preliminary Budget Planning

While conference-related legal activity continued throughout the fall and will evolve into the winter months, Athletics began budget scenario planning for FY25. An external consultant, MRJ Advisors, was engaged to provide benchmarking for athletic programs at other institutions, particularly those in the Mountain West. At this time, we are working to set a ceiling and a floor for the next year's budget. There will continue to be revenue uncertainty in the development of this budget, but we cannot effectively plan expenses until we define the expected revenue target.

Attachment A

Athletics FY23			
REVENUES:	Budget	Actuals	Variance to Budget
Ticket Sales	10.0	10.2	0.2
Contributions/Endowments	10.8	12.7	1.9
NCAA/Pac-12	40.7	35.9	(4.8)
Royalties/Advert/Sponsor	4.1	4.6	0.5
Direct Institutional Support	1.4	2.4	1.0
Waivers/Student Fees	5.1	4.4	(0.7)
Other Revenue	8.5	8.9	0.4
Total Revenue	80.6	79.0	(1.6)

EXPENSES:

Compensation	29.4	29.8	(0.4)
Scholarships	12.1	12.3	(0.2)
Sport Programs	13.5	16.8	(3.3)
Marketing/Fund Raising	1.9	2.6	(0.7)
Debt Payments	10.0	11.0	(1.1)
Direct Admin/Dues	4.5	4.6	(0.1)
Other Expense	10.3	13.7	(3.4)
Total Expenses	81.6	90.9	(9.2)

Net Income from Operations	(1.0)	(11.9)	(10.9)
Savings from Bond Refunding	1.0	0.0	0.0
Net Income After Savings	(0.0)	(11.9)	(11.9)

**There may be minor differences in subtotals shown above due to rounding to dollars million.*

Attachment B

Athletics Budget Projections FY24			
REVENUES:	Budget	Jan.	Variance
Ticket Sales	10.3	9.4	(0.9)
Contributions/Endowments	11.4	11.4	0.1
NCAA/Pac-12	38.1	37.0	(1.1)
Royalties/Advert/Sponsor	4.2	4.3	0.1
Direct Institutional Support	2.4	2.4	0.0
Waivers/Student Fees	4.2	4.1	(0.1)
Other Revenue	8.9	6.3	(2.6)
Total Revenue	79.4	75.0	(4.4)
EXPENSES:			
Compensation	30.3	30.6	(0.3)
Scholarships	12.9	12.5	0.4
Sport Programs	12.8	13.1	(0.3)
Marketing/Fund Raising	1.8	1.8	0.0
Debt Payments	10.1	10.1	0.0
Direct Admin/Dues	4.6	5.8	(1.2)
Other Expense	11.0	8.9	2.1
Total Expenses	83.4	82.6	0.8
Net Income from Operations	(4.0)	(7.6)	(3.6)

**There may be minor differences in subtotals shown above due to rounding to dollars million.*

Attachment C

Washington State University				
	FY21	FY22	FY23	FY24 (12/31)
REVENUES:				
Ticket Sales	0.0	9.3	10.2	9.4
Contributions/Endowments	8.5	10.7	12.7	11.4
NCAA/Pac-12	22.5	38.7	35.9	37.0
Royalties/Advert/Sponsor	3.4	4.9	4.6	4.3
Institutional Support	0.0	0.0	2.4	2.4
Waivers/Student Fees	4.8	5.0	4.4	4.1
Other Revenue	0.8	6.4	8.9	6.3
Total Revenue	40.0	75.0	79.0	75.0
EXPENSES:				
Compensation	25.6	29.1	29.8	30.6
Scholarships	11.4	12.2	12.3	12.5
Sport Programs	7.4	13.2	16.8	13.1
Marketing/Fund Raising	1.2	1.5	2.6	1.8
Debt Payments	10.0	10.8	11.0	10.1
Direct Admin/Dues	4.6	3.6	4.6	5.8
Other Expense	4.8	12.6	13.7	8.9
Total Expenses	65.0	83.0	90.9	82.6
Net Income from Operations	(25.0)	(8.0)	(11.9)	(7.6)
Proceeds from Financing/Savings from Debt Refinance	35.6	10.0	0.0	0.0
Net Income After Financing	10.6	2.0	(11.9)	(7.6)

FUTURE ACTION ITEM #1

Academic Year 2024-2025 Tuition Rates
Elson S. Floyd College of Medicine
(Leslie Brunelli/Daryll DeWald)

TO ALL MEMBERS OF THE BOARD OF REGENTS

SUBJECT: Academic Year 2024-25 Tuition Rates, Elson S. Floyd College of Medicine

PROPOSED: That the WSU Board of Regents set tuition rates for the Elson S. Floyd College of Medicine for academic year 2024-25

SUBMITTED BY: Leslie Brunelli, Executive Vice President, Finance and Administration/CFO
Daryll DeWald, Executive Vice President, Health Sciences, Chancellor
WSU Spokane

SUPPORTING
INFORMATION: State law authorizes the governing boards of the four-year higher education institutions to establish tuition rates. Tuition rates for all student categories except resident undergraduates may increase or decrease without limit.

As noted in the November 2023 Board of Regents material, tuition rate proposals for the Elson S. Floyd College of Medicine are being considered on a timeline separate from other rates. The college is proposing a 3.0 percent increase for academic year 2024-25, which would increase the current \$40,891 rate by \$1,227 to \$42,118.

This rate will be finalized and presented to the Board for action at the March 2024 Board of Regents meeting after gathering student feedback on the proposal.

ATTACHMENT: Attachment A - ESFCOM AY24-25 Tuition Increase Supporting Document

ATTACHMENT A: ESFCOM AY24-25 Tuition Increase

ESFCOM Tuition AY24-25

Justification.

The Elson S. Floyd College of Medicine (ESFCOM) is proposing a 3.0% tuition increase for resident medical students across various campus locations such as Spokane, Tri-Cities, Vancouver, and Everett. The intention behind this increase in revenue is multi-fold:

- Offsetting inflationary cost rises
- Enhancing students' access to academic and career advising
- Supporting community-based education costs and the volunteer physicians serving as clinical preceptors
- Facilitating faculty recruitment and retention to fulfill roles such as small group facilitators, research mentors, and career-focused track guides
- Additionally, there is a request for a fee increase to support the standardized patient program, vital for imparting clinical skills through teaching, practice, direct observation, and feedback to students.

Our original pro-forma of the college incorporated an annual 3% tuition increase. The proposed increase in tuition is aimed at providing sustainable financial backing for both ESFCOM and its students. Despite implementing cost reduction strategies, sustaining programs and meeting accreditation requirements seems unattainable without this tuition increase.

Supporting data highlights that the overall cost of attendance at ESFCOM remains below the national average of similar community-based medical schools listed by the AAMC (Association of American Medical Colleges) in their 4-year Average Total Costs of Attendance.

Table 1: Tuition Increase AY24-25

Resident	
Current Rate (Annual)	40,891
Proposed Rate (Annual)	42,118
\$ Increase	1,227
% Increase	3.0%

Describe the timeline and process you will use to communicate the proposed increase to students and gather student feedback.

In the coming months, we will communicate the proposed increase to our students, offering them the chance to provide feedback to the University. We are currently arranging different channels to collect student input. These avenues will involve conducting Q&A sessions to delve into the financial limitations or factors influencing this decision. Whether related to inflation, increasing operational costs, facility improvements, or other pertinent factors, our goal is to ensure students have a thorough understanding of the underlying reasons. Additionally, an official email will be sent to all students to ensure consistent and direct reception of this information.

Table 2: 2024 Total Cost of Attendance, All Classes: Source: AAMC Tuition and Fees Survey

Community Based Medical Schools, Average: \$74,613

Community Based Medical Schools	4-year Average Total Costs of Attendance
California Northstate	\$116,140
TCU-Burnett	\$104,526
Morehouse	\$100,044
Geisinger Commonwealth	\$99,364
Zucker Hofstra Northwell	\$99,058
Ponce	\$97,511
Northeast Ohio	\$89,585
FIU-Wertheim	\$80,493
Wright State-Boonschoff	\$77,183
Hawaii-Burns	\$76,037
Mercer	\$76,704
San Juan Bautista	\$71,889
South Carolina Columbia	\$75,581
Nevada Reno	\$73,374
Washington State-Floyd	\$72,587
East Tennessee-Quillen	\$70,900
Caribe	\$71,085
Central Michigan	\$69,683
Florida State	\$65,557
Eastern Virginia	\$69,208
CUNY	\$69,039
Florida Atlantic-Schmidt	\$67,942
South Dakota-Sanford	\$64,879
Southern Illinois	\$73,277
Michigan State	\$74,798
North Dakota	\$60,915
UT Austin-Dell	\$59,135
UCF	\$59,248
Houston-Fertitta	\$60,033
UTRio Grande Valley	\$53,919
Marshall-Edwards	\$55,184
Texas Tech	\$54,449
Texas Tech-Foster	\$52,911

Historical and Anticipated Future Increases in ESFCOM Operating Fees

To further support students, we are offering comprehensive financial counseling services and capping tuition increases at 3%. Our projections indicate that the total cost of attendance over four years will remain below the national average, pending confirmation from the 2023 AAMC Tuition/Fees Survey data soon to be released. Furthermore, we are equipping students with a comprehensive external scholarship database to broaden their financial opportunities. Additional efforts to mitigate student debt involve multifaceted approaches. Firstly, we are initiating scholarship funds for every graduating class, alongside ongoing annual fundraising efforts. Moreover, we are strategically channeling some of these funds towards establishing long-term endowments. Additionally, we've successfully acquired significant scholarships for students committed to serving in rural or underserved areas of Washington state. These collective efforts aim to alleviate the burden of student debt and promote financial stability for our students.

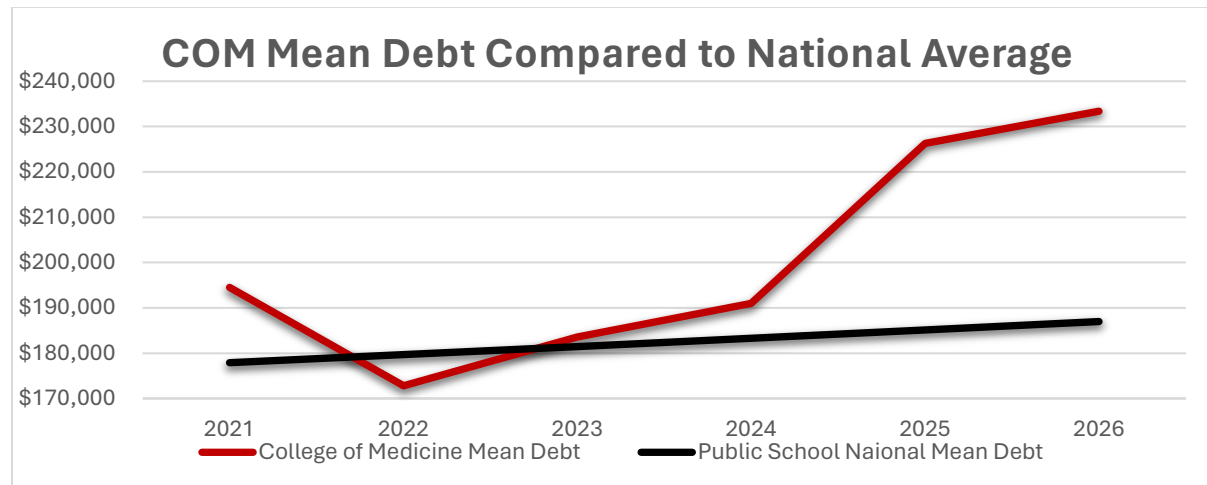
Table 3: Historical and Anticipated Future Increases in COM Operating Fees

Annual Tuition Increase % Fiscal year	Operating Fee							
	3.0%	0.0%	0.0%	3.5%	3.0%	3.0%	3.0%	3.0%
	2021	2022	2023	2024	2025	2026	2027	2028
	278 Students	298 Students	318 Students	320 Students	320 Students	320 Students	320 Students	320 Students
WSU Operating Fee	38,334	38,334	38,334	39,676	40,866	42,092	43,355	44,656
4% Fin. Aid	36,800	36,800	36,801	38,089	39,232	40,409	41,621	42,869
Gross Tuition	10,230,447	10,966,451	11,702,701	12,188,474	12,554,128	12,930,752	13,318,674	13,718,235
89% Distribution to ESFCOM	9,105,098	9,760,141	10,415,404	10,847,742	11,173,174	11,508,369	11,853,620	12,209,229
Additional Net Tuition to ESFCOM		655,043	655,263	432,338	325,432	335,195	345,251	355,609

According to our projections, starting with the class of 2025, the estimated student debt for COM is expected to surpass the national average by 20%, based on the following assumptions. COM tuition will have annual increases of 3%. Living expenses within the COM are set at a 5.9% rate, determined by the January 2022 SSAN COLA. Additionally, the national average debt for public school stands at 1.0%, calculated based on the average of the past five years.

Table 4: The average projected per-student medical school education debt for indebted individuals as of January 2023 stands at the mean value.

	College of Medicine Mean Debt	Public School National Mean Debt	Mean +/- National Average
Class of 2021	<u>\$194,526</u>	<u>\$177,897</u>	9.35%
Class of 2022	<u>\$172,804</u>	<u>\$179,679</u>	-3.83%
Class of 2023	\$183,602	\$181,476	1.17%
Class of 2024	\$191,007	\$183,291	4.21%
Class of 2025	\$226,276	\$185,123	22.23%
Class of 2026	\$233,388	\$186,975	24.82%



FUTURE ACTION ITEM # 2

WSU Pullman, Housing and Dining Rates

Academic Year 2024-2025

(Leslie Brunelli/Jenna Hyatt/Sean Greene)

TO ALL MEMBERS OF THE BOARD OF REGENTS

SUBJECT: WSU Pullman, Academic Year 2024-2025 Housing & Dining Rates

PROPOSED: That the Board of Regents authorize the Housing & Dining Rates beginning academic year 2024-2025.

SUBMITTED BY: Leslie Brunelli, Executive Vice President of Finance and Administration/
CFO

SUPPORTING
INFORMATION:

The Pullman Housing and Dining System (H&D System) is a self-sustaining auxiliary unit that is required to establish room and board rates sufficient to cover all operational costs, bond covenants, and support university strategic goals and objectives. Rates are recommended annually to the Board of Regents based on forecasted operational costs and review by the Pullman Campus Housing and Dining Advisory Board (Advisory Board). The Advisory Board, comprised of student representatives from the Residence Hall Association, Associated Students of Washington State University, Graduate and Professional Students Association, at-large students, and Student Affairs staff representatives, began meeting in the fall of 2023 to review and discuss operational changes anticipated for the ensuing year, and to address the future stability of the H&D System.

Last year, the H&D System changed the rate structure of the system inventory, reflecting the recommendation and observation from an outside consultant that pricing for our newer inventory was too low. The new rate structure placed the Residence Halls and Apartments into four tiers, and the associated prices for specific amenities were factored in (private bath, single room, etc.).

Throughout the meetings in the fall semester of 2023, the students on the board emphasized that any rate increases in our lowest-priced inventory should reflect the lowest increases for AY24-25. In accordance with this objective, the recommendation is for the rate at lowest-priced Residence

Halls and Apartments to increase by 5% and 1% respectively. Our highest-priced inventory is proposed to increase by 7% in the Residence Halls and 3.5% in our apartments. Similarly, the lowest Dining buy-in plan is proposed to increase by 2%, 3.7% for the mid-plan, and 5.8% for the highest meal plan level (\$40-\$150 per semester). The rates provided in Attachment A are for Academic Year 24-25 and, if approved, would reflect monthly housing increases ranging from \$50-\$80.

The occupancy of the H&D System for the academic year 2024-2025 is estimated at 4,500 in the residence halls and 1,800 in university-owned apartments. The new housing pricing model and adjustments to existing dining rates address estimated increases in operational costs (e.g., personnel, food, utilities, facility maintenance, and general inflation). The proposed changes were unanimously approved by the Housing and Dining Advisory Board student representatives in their meeting on November 16th, 2023. The rate adjustments for residence halls, dining plans, and university-owned apartments are recommended for the academic year 2024-2025.

ATTACHMENT: Attachment A – Housing & Dining System Rates

Attachment A – Housing & Dining System Rates

Housing & Dining System Residence Hall Pricing Structure Academic Year 2024-2025					
Pricing Tier	Tier 1	Tier 2	Tier 3	Tier 4	
Base Cost	\$10,794	\$9,252	\$8,532	\$7,504	
Percentage Increase	7%	6%	5%	5%	
Hall Characteristics	Location, demand, amenities, age of construction or refurbishment	Room size/room type, location, demand, age of refurbishment	Semi-private bath, single, minifridge and external entrance	Room size, age of facility, lack of amenities, size, minimal refurbishment	
Tier Assignments	Community Duncan Dunn, Global Scholars Hall, Northside, Olympia	Honors, McCroskey, Stimson	McEachern	Coman, Gannon Goldsworthy, Orton, Regents, Rogers, Scott, Stephenson, Stevens, Streit/Perham, Waller, Wilmer Davis	
Sample Residence Hall Rate Comparisons Price increases vary by room type / amenities selected					
	2023-2024	2024-2025	Dollar Increase	Percent Increase	Monthly Increase
Tier 1 Room, double room, community bath	\$10,087	\$10,794	\$707	7%	\$79
Tier 1 Room, Single with private bath	11,278	12,394	1,116	9.9%	124
Tier 2 Room, Suite single with shared bath	9,817	10,852	1,035	10.5%	115
Tier 3 Room, Suite double, community bath	7,709	8,732	1,023	13.3%	114
Tier 4 Room, Double, community bath	7,146	7,504	358	5%	40

Dining Plan Rates Academic Years 2023-24 and 2024-2025			
	Level 1	Level 2	Level 3
Base Cost	\$935	\$935	\$935
Residential Dining Account (RDA)	1,120	1,475	1,795
Total, Semester	2,055	2,410	2,730
Dollar Increase Per Semester	\$40	\$85	\$150
Percent Increase Per Semester	2.0%	3.7%	5.8%
Total, Academic Year, 2024-2025	4,110	4,820	5,460
Total Academic Year, 2023-2024	4,030	4,650	5,160

Housing & Dining System, Academic Year 2024-2025 Single Student Apartment Pricing Structure			
	Tier 1	Tier 2	Tier 3
Single Student Apartments (SSA) – Price per Occupant Monthly	Chief Joseph	Nez Perce Chinook - Remodeled	Chinook Columbia
Base Cost, per unit	\$ 692	\$ 588	\$ 519
Percentage Increase	3.5%	2.5%	1.5%

Apartment Pricing Structure and Rates Family / Graduate Apartments				
	Tier 1	Tier 2	Tier 3	Tier 4
Family / Graduate Apartments (Fam/Grad) – Price Per Unit Monthly	Yakama	Valley Crest	Steptoe	Kamiak Terrace
Base Cost, per unit	\$ 1061	\$ 1,050	\$ 966	\$ 819
Percentage Increase	2%	2%	1%	1%

Sample Apartment Rate Comparisons (Monthly)				
	2023-2024	2024-2025	Dollar Increase	Percent Increase
SSA, Tier 1, 2 Bedroom, Furnished	\$ 1,470	\$ 1,518	\$ 48	3.3%
SSA, Tier 3, 2 Bedroom, Unfurnished	1,068	1,084	16	1.5%
Fam/Grad, Tier 1, 2 Bedroom	940	972	32	3.4%
Fam/Grad, Tier 4, 3 Bedroom	811	819	8	1%

FUTURE ACTION ITEM #3

Academic Year 2024-2025 Services and Activities Fee Rates (Leslie Brunelli)

TO ALL MEMBERS OF THE BOARD OF REGENTS

SUBJECT: Services and Activities (S&A) Fee Rate Changes for Academic Year 2024-2025.

PROPOSED: That the Board of Regents authorize rate changes in campus Services and Activities Fees for the academic year 2024-2025.

SUBMITTED BY: Leslie Brunelli, Executive Vice President, Finance and Administration/CFO

SUPPORTING INFORMATION: The Board of Regents may increase Services and Activities (S&A) Fees annually up to four percent as authorized by RCW 28B.15.069 (2). S&A fees may decrease by any amount.

THE PROCESS:

All WSU campuses have student-led S&A Fee committees that are beginning their deliberations to inform rate recommendations for AY 2024-25. Each committee will independently choose to recommend an increase or decrease (or no change) in the S&A Fee for their campus. Committee recommendations for rate changes are reviewed by each campus Chancellor and President Schulz before being brought to the Board of Regents for final approval.

Current annual rates for each campus are:

Everett	\$527
Global Campus	\$373
Pullman	\$579
Spokane	\$582
Tri-Cities	\$526
Vancouver	\$581

To align with the new tuition setting timeline and provide as much advance notice as possible about costs to students and families, campuses were urged to accelerate the process for setting S&A fees for AY 2024-25. Rate recommendations will be brought as action items to the Board of Regents as the campus committees complete their deliberations this spring.

FUTURE ACTION ITEM #4

Summer 2024 and Academic Year 2024-25 Services and Activities Fee Committee Allocations (Leslie Brunelli)

TO ALL MEMBERS OF THE BOARD OF REGENTS

SUBJECT: Services and Activities (S&A) Fee Committee Allocations for summer 2024 and academic year 2024-2025.

PROPOSED: That the Board of Regents approve the allocation of Services & Activities Fees for summer 2024 and academic year 2024-2025, as recommended by the student led S&A Fee committees representing each of the WSU campuses.

SUBMITTED BY: Leslie Brunelli, Executive Vice President, Finance and Administration/CFO

SUPPORTING INFORMATION: Services and Activities (S&A) fees are used to fund student activities and programs including indebtedness for buildings and facilities. S&A fees are charged to all students registering at any WSU campus.

THE PROCESS

The S&A fee committee on each campus is student led, with a majority of votes assigned to students. Each campus committee conducts a hearing and deliberation process resulting in recommendations for the allocation of S&A fees. The recommendations are developed following guidelines governing the establishment and funding of student programs set forth in RCW 28B.15.045.

The committees from each campus will submit their allocation recommendations to the campus Chancellor and President Schulz for review prior to bringing them to the Board of Regents for final approval.

To align with the new tuition setting timeline, campuses were urged to accelerate the S&A fee committee process for AY 2024-25. Allocation recommendations will be brought as action items to the Board of Regents as the campus committees complete their deliberations this spring.

FUTURE ACTION ITEM #5

WSU Pullman, Fiscal Year 2025

Undergraduate Student Technology Fee Committee Allocations
(Leslie Brunelli / Elizabeth Chilton / Tony Opheim)

TO ALL MEMBERS OF THE BOARD OF REGENTS

SUBJECT: WSU Pullman, Fiscal Year 2025 Undergraduate Student Technology Fee Committee Allocations.

PROPOSED: That the Board of Regents approve the allocations as recommended by the Pullman Undergraduate Student Technology Fee Committee for the 2025 fiscal year.

SUBMITTED BY: Leslie Brunelli, Executive Vice President, Finance and Administration/CFO
Elizabeth Chilton, WSU Pullman Chancellor
Tony Opheim, Vice President, Information Technology Services/CIO

SUPPORTING INFORMATION: In 2015 the ASWSU-Pullman Senate approved a student technology fee of \$20 per semester for undergraduate students. This fee is authorized by RCW 28B.15.051, which states that the revenue generated by the technology fee "shall be used exclusively for technology resources for general student use."

The Process:

The Pullman Undergraduate Student Technology Fee Committee is student led with a majority of votes assigned to students. The committee conducted hearings in November to review funding requests from a variety of university groups for technology projects that will benefit WSU Pullman undergraduate students.

Per committee guidelines, allocation recommendations from the committee will be forwarded to ASWSU-Pullman for consideration and if endorsed by that body will be forwarded to Chancellor Chilton and President Schulz for review prior to bringing them to the Board of Regents for final approval in March.

FUTURE ACTION ITEM #6

Proposed Revisions to the Washington Administrative Code (WAC)
Chapter 504-04 – Practice and Procedure
(Leslie Brunelli/Danielle Hess)

TO ALL MEMBERS OF THE BOARD OF REGENTS

SUBJECT: Proposed Revisions to the Washington Administrative Code (WAC)
Chapter 504-04 – Practice and Procedure.

PROPOSED: That the Board of Regents approve proposed revisions to the Washington Administrative Code (WAC) Chapter 504-04 – Practice and Procedure.

SUBMITTED BY: Leslie Brunelli, Executive Vice President, Finance and Administration/CFO

SUPPORTING INFORMATION: WSU conducts formal adjudicative proceedings in accordance with the Washington Administrative Procedure Act, RCW Chapter 34.04, in a number of different settings, including certain student disciplinary proceedings and certain faculty disciplinary proceedings.

Currently, WSU's student conduct regulations allow attorneys, including licensed legal interns, to represent students in conduct board hearings if they are licensed to practice law in any state. WAC 504-26-020 (Advisors and representatives). However, WSU's generally applicable regulations regarding practice and procedure require attorneys to be licensed in Washington state in order to act as representatives in formal adjudicative proceedings. WAC 504-04-130 (Advising and representation of parties).

The purpose of the proposed amendment, which was recommended by the Attorney General's Office, is to remove the requirement of Washington licensure from WAC 504-04-130 so that the two regulations are consistent.

A redline version of the proposed change is available [here](#).

FUTURE ACTION ITEM #7

Proposed Revisions to the Washington Administrative Code (WAC)
Chapter 504-36 – Health and Safety
(Leslie Brunelli/Danielle Hess)

TO ALL MEMBERS OF THE BOARD OF REGENTS

SUBJECT: Proposed Revisions to the Washington Administrative Code (WAC)
Chapter 504-36 – Health and Safety.

PROPOSED: That the Board of Regents approve proposed revisions to the Washington Administrative Code (WAC) Chapter 504-36 – Health and Safety.

SUBMITTED BY: Leslie Brunelli, Executive Vice President, Finance and Administration/CFO

SUPPORTING INFORMATION: In summer 2023, a sub-committee of WSU's Risk Management Advisory Group (RMAG) reviewed WSU's health and safety regulations and drafted proposed revisions to the chapter.

In addition to updating titles and wording throughout the chapter, the section on spectator safety was reworked extensively to be more system-oriented. The revision also adds express authority for security screening and video security systems at events and allows WSU to bar re-entry to events. Revisions to the clear bag policy provide University officials discretion regarding whether to apply the policy to smaller events and also include accommodations for medical and infant supplies.

The proposed revisions were presented to RMAG and the Risk Management Executive Committee in late summer 2023, and a rigorous internal review process has been completed. The required public hearing is scheduled for January 4, 2023. It is anticipated that the proposed changes will be presented to the Regents for final approval at the March 2024 meeting.

A redline version of the proposed change is available [here](#).

FUTURE ACTION ITEM #8

Approval and Delegation of Authority -- Agreements for Medical Residencies (Kirk Schulz/Leslie Brunelli/Daryll DeWald)

TO ALL MEMBERS OF THE BOARD OF REGENTS

SUBJECT: Approval and Delegation of Authority – Agreements for Medical Residencies

PROPOSED: That the Board of Regents approve (and/or ratify) current master agreements for medical residencies and delegate to the President or designee authority to approve agreements executed pursuant to the master agreements

SUBMITTED BY: Kirk Schulz, President
Leslie Brunelli, Executive Vice President, Finance & Administration/CFO
Daryll DeWald, Executive Vice President for Health Sciences and Chancellor, WSU Spokane

SUPPORTING INFORMATION: The Elson S. Floyd College of Medicine (ESFCOM) launched a Graduate Medical Education (GME) program, also referred to as a medical residency program, approximately four years ago. In 2021, it welcomed its first cohort of residents. ESFCOM has formed relationships with certain major affiliates to serve as sites for medical residents' education. A "major affiliate" is one where the affiliate's site (such as a hospital) is a primary site for the education of WSU residents. To date, the major affiliates are Providence Regional Medical Center Everett for internal medicine, Pullman Regional Hospital for family medicine, and Providence Sacred Heart for pediatric medicine.

For each major affiliate, the relationship is first established in a Master Affiliation Agreement (MAA). The MAA has a five-year term and serves as the foundation of the residency program. However, it does not include a specific financial commitment.

The financial terms for the residency program are set forth in subsequent annual documents called Financial Services Agreements (FSAs). FSAs are entered each year during the term of the MAA and set forth that year's financial terms. For example, an FSA could set forth funding sources (such

as grants, federal payments, or contributions of the parties), as well as a requirement for the major affiliate to reimburse WSU for costs of the medical residents assigned to the affiliate.

Up to this point, WSU has executed each MAA as a non-monetary agreement because MAAs contain no specific financial commitments. WSU then executed each FSA as a separate agreement, as each has only a one-year term. These were executed within the President or designee's delegated signature authority, which the Regents increased to \$15 million at the November 2023 meeting.

As ESFCOM's GME program has grown, WSU has determined that it would be beneficial to undertake from the outset a more holistic evaluation of the total program costs for a major affiliate residency. In addition to modifying the way we analyze these agreements, we are adopting an updated process in which major affiliate MAAs are presented to the Regents for discussion and approval prior to execution. An estimated cost projection for the full term of the MAA would be provided to the Regents at that time.

Under this revised process, if the Regents approve the major affiliate MAA, WSU will simultaneously request that the Board delegate to the President or designee the authority, without dollar restriction, to sign the MAA as well as any FSAs or other agreements with the major affiliate when executed in furtherance of the MAA during its full term and any extensions of the term.

To bring existing major affiliate agreements into compliance with the above-described updated process, we request approval/ratification of the following MAAs and delegation of authority accordingly.

- Providence Regional Medical Center Everett
- Pullman Regional Hospital
- Sacred Heart Medical Center and Children's Hospital

Each MAA is attached, as is a summary of five-year costs for each major affiliate.

ATTACHMENTS: Attachment A – GME Five-Year Costs

Attachment B -- Master Affiliation Agreement with Providence Health and Services d/b/a Providence Regional Medical Center Everett

Attachment C -- Master Affiliation Agreement between ESFCOM and Pullman Regional Hospital

Attachment D -- Master Affiliation Agreement with Providence Health and Services d/b/a Providence Sacred Heart Medical Center & Children's Hospital

BOARD OF REGENTS

Approval and Delegation of Authority

Master Affiliation Agreement with Providence Health and Services

d/b/a Providence Regional Medical Center Everett

Resolution #240126-700

WHEREAS, RCW 28B.30.095, RCW 28B.30.100, and RCW 28B.30.150 vest the governance and management of Washington State University (WSU) in the Board of Regents of WSU (Board); and

WHEREAS, the Board, by virtue of RCW 28B.10.528, has the authority to delegate by resolution to the President of WSU, or their designee, any of the powers and duties vested in or imposed upon the Board by law; and

WHEREAS, the Board has delegated broad authority to the President or designee to act in matters relating to the general business and financial affairs of WSU;

NOW, THEREFORE, IT IS RESOLVED that the Board approves and ratifies the Master Affiliation Agreement (MAA) between Washington State University, through its Elson S. Floyd College of Medicine, and Providence Health and Services d/b/a Providence Regional Medical Center Everett, such MAA having an effective date of March 20, 2020, and the Board delegates to the President or designee the authority without limit to approve and execute all financial services and other agreements executed in furtherance of and in accordance with such MAA for the initial term of the agreement, as well as any extensions of that term.

Signed the 26th day of January, 2024.

Chair, Board of Regents

Secretary, Board of Regents

BOARD OF REGENTS

Approval and Delegation of Authority

Master Affiliation Agreement with Pullman Regional Hospital

Resolution #240126-701

WHEREAS, RCW 28B.30.095, RCW 28B.30.100, and RCW 28B.30.150 vest the governance and management of Washington State University (WSU) in the Board of Regents of WSU (Board); and

WHEREAS, the Board, by virtue of RCW 28B.10.528, has the authority to delegate by resolution to the President of WSU, or their designee, any of the powers and duties vested in or imposed upon the Board by law; and

WHEREAS, the Board has delegated broad authority to the President or designee to act in matters relating to the general business and financial affairs of WSU;

NOW, THEREFORE, IT IS RESOLVED that the Board approves and ratifies the Master Affiliation Agreement (MAA) between Washington State University, through its Elson S. Floyd College of Medicine, and Pullman Regional Hospital, such MAA having an effective date of May 4, 2020, and the Board delegates to the President or designee the authority without limit to approve and execute all financial services and other agreements executed in furtherance of and in accordance with such MAA for the initial term of the agreement, as well as any extensions of that term.

Signed the 26th day of January, 2024.

Chair, Board of Regents

Secretary, Board of Regents

BOARD OF REGENTS

Approval and Delegation of Authority

Master Affiliation Agreement with Providence Health and Services

d/b/a Providence Sacred Heart Medical Center & Children's Hospital

Resolution #240126-702

WHEREAS, RCW 28B.30.095, RCW 28B.30.100, and RCW 28B.30.150 vest the governance and management of Washington State University (WSU) in the Board of Regents of WSU (Board); and

WHEREAS, the Board, by virtue of RCW 28B.10.528, has the authority to delegate by resolution to the President of WSU, or their designee, any of the powers and duties vested in or imposed upon the Board by law; and

WHEREAS, the Board has delegated broad authority to the President or designee to act in matters relating to the general business and financial affairs of WSU;

NOW, THEREFORE, IT IS RESOLVED that the Board approves and ratifies the Master Affiliation Agreement (MAA) between Washington State University, through its Elson S. Floyd College of Medicine, and Providence Health and Services d/b/a Providence Sacred Heart Medical Center & Children's Hospital, such MAA having an effective date of March 15, 2023, and the Board delegates to the President or designee the authority without limit to approve and execute all financial services and other agreements executed in furtherance of and in accordance with such MAA for the initial term of the agreement, as well as any extensions of that term.

Signed the 26th day of January, 2024.

Chair, Board of Regents

Secretary, Board of Regents

GME Program Costs

Costs paid by WSU, reimbursed by Affiliate and Grants

	Budget	Forecast			
	Year 1	Year 2	Year 3	Year 4	Year 5
	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
FM Pullman	1,215,556	1,534,397	1,887,725	1,989,621	2,031,430
Peds Spokane	745,631	1,526,887	2,140,896	2,797,990	2,853,397
IM Everett	6,920,540	7,098,637	7,268,351	7,438,126	7,612,146

Notes:

Budget 2024-24 per Financial Services Agreement (FSA)

Forecasted costs are projected, not yet included in FSA

**MASTER AFFILIATION AGREEMENT
BETWEEN
ELSON S. FLOYD COLLEGE OF MEDICINE AT WASHINGTON STATE UNIVERSITY
AND
PROVIDENCE HEALTH & SERVICES – WASHINGTON D/B/A PROVIDENCE
REGIONAL MEDICAL CENTER EVERETT
(MAJOR AFFILIATE)**

This Master Affiliation Agreement ("MAA") is effective the 13 day of March, 2020 ("Effective Date") and is made and entered into between Washington State University, by and through its Elson S. Floyd College of Medicine ("Sponsoring Institution") and Providence Health & Services – Washington d/b/a Providence Regional Medical Center Everett ("Affiliate"). Sponsoring Institution and Affiliate are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

1. PURPOSE OF AGREEMENT

Sponsoring Institution and Affiliate share common goals for the training of medical residents and fellows ("Trainees") in accredited and non-accredited training programs, patient care, and service to the community. Sponsoring Institution operates accredited and non-accredited graduate medical education programs for the training of Trainees (each a "Program"). Affiliate has suitable facilities and supervisors for training and providing desirable medical education learning experiences (each a "Training Experience") for Trainees. In consideration of the mutual covenants and agreements contained herein, the Sponsoring Institution and Affiliate agree to the terms set forth herein.

2. PROGRAM LETTER AGREEMENT

Sponsoring Institution and Affiliate will jointly plan the Training Experience(s). Each Training Experience at Affiliate shall be governed by the terms and conditions of a Program Letter of Agreement ("PLA") to be entered into by Affiliate and the relevant Sponsoring Institution Program. The PLA will formalize programmatic and operational details of the Training Experience. The PLA shall be in a form substantially similar to attached Exhibit A. Any such PLA will be considered to be an attachment to this MAA and will be binding on the Parties when signed by authorized representatives of each Party.

3. SPONSORING INSTITUTION'S RESPONSIBILITIES

- A. Sponsoring Institution will act as the "sponsoring institution" per the requirements of the Accreditation Council for Graduate Medical Education ("ACGME").
- B. Sponsoring Institution will employ an individual designated with authority and accountability for the operation of Program ("Program Director").

- C. In collaboration with Affiliate, Sponsoring Institution will ensure sufficient financial support and protected time for the Program Director to effectively carry out his/her educational, administrative, and leadership responsibilities.
- D. In collaboration with Affiliate, Sponsoring Institution will be responsible for Trainee assignments.
- E. In collaboration with Affiliate, Sponsoring Institution will ensure that each Program receives adequate support for core faculty members to ensure effective supervision and quality Trainee education.
- F. Sponsoring Institution will obtain, prior to the start of any Program, a fully executed Physician in Training Agreement ("PITA") from each Trainee.
- G. Sponsoring Institution will direct Trainees to comply with applicable rules, regulations, policies, and procedures of Affiliate so long as they are consistent with federal and state law and accreditation standards.
- H. Prior to the start of Trainee's Training Experience, Sponsoring Institution will ensure the timely completion and submittal of all documentation required to place Trainee with Affiliate.
- I. Sponsoring Institution will maintain master records of all Trainees assigned to Affiliate, including information necessary for certification, scheduling, rotation, and payroll and benefits.
- J. In collaboration with Affiliate, Sponsoring Institution will ensure that resources, including space, technology, and supplies, are available to provide effective support for each of its Programs.
- K. For each Trainee, Sponsoring Institution will:
 - 1. Request a background check at its expense which will include national criminal information and a Request for Criminal History Information pursuant to RCW 43.43.830-.842 and Sponsoring Institution policy, as well as federal background checks;
 - 2. Screen each Trainee against the OIG and GSA/SAM exclusions lists to verify the Trainee is not excluded from participating in federal health care programs or debarred from contracting with the federal government; and
 - 3. Query the National Practitioner Data Bank (NPDB) and maintain that information in the Trainee's record and/or provide it to Affiliate's Medical Staff Office where required by law and/or in accordance with Affiliate's Medical Staff bylaws.

Sponsoring Institution will, with the permission of the Trainee, provide Affiliate with a copy of the results of the query for each Trainee considered for placement at Affiliate before the start of his/her rotation. Sponsoring Institution acknowledges that placement of each Trainee at the Affiliate is contingent upon providing all required screening information to the Affiliate. Affiliate maintains the right to terminate the use of its facilities by a Trainee for falsification of information on the Washington State Patrol Disclosure Statement or any other such document.

- L. Sponsoring Institution will inform Trainees of the requirement that they maintain the confidentiality of all Protected Health Information (PHI) including medical records and charts to which they may have access to in accordance with all

applicable federal, state, and local confidentiality laws and regulations, including, but not limited to, Title II, Subtitle F, Section 261-264 of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and its corresponding regulations issued under 45 C.F.R. Parts 160 and 164. Sponsoring Institution will provide its Trainees with training on the requirements of HIPAA. Affiliate will provide additional training on Affiliate's specific policies and procedures. Solely for HIPAA purposes, Trainees are defined as members of Affiliate's workforce for activities under this MAA.

- M. Sponsoring Institution will bill Affiliate for its pro rata share of Trainee costs on a regular basis, including but not necessarily limited to, salary, Federal Insurance Contribution Act (FICA) taxes, fringe benefits, and any administrative costs (together, "Trainee Costs"), in accordance with the separate Annual Services Agreement.
- N. Sponsoring Institution will provide Trainees with comprehensive health insurance as an employee of Washington State University (WSU). Health insurance is continuous during the Trainee's participation in the Training Experience. Sponsoring Institution will inform Trainees that they are responsible for their own health needs, healthcare costs, and health insurance coverage beyond those provided to WSU employees.
- O. Sponsoring Institution will train each Trainee in universal precautions and transmission of bloodborne pathogens.
- P. Sponsoring Institution will provide Trainees and participating faculty with access to medical library resources, medical reference materials, and online medical resources.

4. AFFILIATE'S RESPONSIBILITIES

- A. Affiliate will provide Trainees with a desirable Training Experience within the scope of healthcare services provided by Affiliate. This Training Experience includes, but is not limited to, giving Trainees access to sources of information necessary for their Training Experience, making available to Trainees supplies, workstations, computers, technology, and equipment necessary for delivering safe patient care, and, within the limitations of physical space within the Affiliate's facility, providing office and conference space. Affiliate also agrees to provide access to a patient electronic health records system that supports high quality and safe patient care. In the absence of Affiliate having an electronic health record system, Affiliate will develop and make progress toward implementing an electronic health record system.
- B. Affiliate supervising faculty will supervise Trainees in patient care activities.
- C. Affiliate will maintain a learning environment conducive to educating the Trainees in each of the agreed upon competency areas. Affiliate will also ensure that Trainees are engaged in standardized transitions of care for delivering high quality safe patient care at Affiliate.
- D. Affiliate's supervising faculty will evaluate Trainees' performance in a timely manner and document this evaluation per Sponsoring Institution and ACGME

- policies and standards. Affiliate will also provide Trainees the opportunity to evaluate the supervising faculty and experiences.
- E. Affiliate will provide the following to Trainees while Trainees are on duty: access to food; safe, quiet, and private sleep/rest facilities; parking; and an appropriately secure and safe work environment.
 - F. Affiliate will retain sole control over the delivery, quality, and environment of patient care services at all times. The Trainees are in the role of learner and will not replace Affiliate's attending/supervising physicians.
 - G. Affiliate will provide Trainees with appropriate backup support when patient care responsibilities are especially unusual, difficult, or prolonged.
 - H. Affiliate will provide a professional, respectful, and civil environment that is free from unprofessional behavior, including mistreatment, abuse, harassment, discrimination, and/or coercion of Trainees, other learners, faculty members, and staff members.
 - I. Affiliate will ensure that Trainee Clinical and Educational Work Hours (as defined by the ACGME; formerly called "duty hours") and on call time periods are not excessive and follow Sponsoring Institution and ACGME requirements. The structuring of Clinical and Educational Work Hours, and as applicable on call schedules, must focus on the needs of the patient, continuity of care, and the educational needs of the Trainee.
 - J. Affiliate will pay the Sponsoring Institution GME Costs for Trainees assigned to the Affiliate (as provided in the Annual Services Agreement).
 - K. Affiliate will provide compliance education to Trainees as it relates to applicable federal health care programs including any relevant documentation standards for Trainees. Affiliate will also provide education and training on use of Affiliates electronic health record, and appropriate medical documentation for Trainees.
 - L. Affiliate will provide necessary emergency healthcare or first aid for Trainees when performing activities under this MAA. The Trainee will be responsible for the costs of all care, subject to applicable health insurance and/or worker's compensation coverage. Except as provided in this MAA, Affiliate will have no obligation to furnish medical or surgical care to any Trainee.
 - M. Affiliate will provide personal protection equipment appropriate for Trainees' services, and will provide education or training on Affiliate's infection prevention policies and protocols including but not limited to a bloodborne pathogen exposure policy. If a Trainee sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the Training Experience, Affiliate will provide the following services, for which the Trainee will be financially responsible, subject to health insurance:
 - 1. Access to Affiliate's employee health service and/or emergency department as soon as possible after the injury;
 - 2. Emergency medical care following the injury;
 - 3. Initiation of Hepatitis B, Hepatitis C, and HIV protocol;
 - 4. HIV counseling and appropriate testing; and
 - 5. To the extent possible, determination, in the usual manner, of the source patient's Hepatitis B, Hepatitis C, and HIV status, according to applicable

laws and regulations. To the extent the source patient's infectious disease status cannot be determined as permitted by law and in accordance with Affiliate's policy, Affiliate will take reasonable steps to request and obtain consent from the patient to obtain a blood specimen for screening it for certain bloodborne infectious diseases (HIV, Hepatitis B and C).

- N. Affiliate will permit, on reasonable notice and request, the inspection of clinical and related facilities by Sponsoring Institution and/or agencies charged with responsibility for accreditation of Sponsoring Institution or any of its Programs.
- O. Affiliate will ensure that supervising faculty are appropriately licensed, privileged, accredited, and credentialed. Faculty supervision of Trainee must be within the scope of practice, medical specialty, and Washington medical license of the supervising faculty.

5. TRAINEE SELECTION PROCESS

The Trainee selection process shall be consistent with the Sponsoring Institution policies, the National Resident Matching Program or other matching program as appropriate, and the ACGME Requirements.

6. AFFILIATE REPRESENTATIONS AND WARRANTIES

Affiliate represents and warrants that it is not debarred from participating in federal health care programs, that it is accredited and licensed within Washington State to provide patient care, and that it will maintain such accreditation and licensing at all times during the term of this MAA. Accreditation and licensing for patient care must be provided by an entity granted "deeming authority" for participation in Medicare under federal regulations or by an entity certified as complying with the conditions of participation in Medicare under federal regulations.

7. NOTIFICATION OF ADVERSE ACTION; DISASTER; CLOSURE; REDUCTION

If Affiliate's accreditation or license is denied, suspended, or revoked, or if Affiliate is required to curtail activities, or if Affiliate is debarred from participating in federal health care programs, or is otherwise restricted, or loses its license or accreditation for patient care, the Affiliate must notify the Sponsoring Institution within five (5) days of Affiliate receiving notice of such adverse action.

If, for any reason and for any length of time, Affiliate closes or otherwise ceases operation, or in the event of a disaster or interruption in patient care, Affiliate will provide Sponsoring Institution with notice of the same at the earliest opportunity, and will assist Sponsoring Institution in placing Trainees in other training sites per applicable ACGME and Sponsoring Institution requirements.

8. FINANCIAL ISSUES

- A. The terms for reimbursement and compensation for Trainee Costs under this MAA shall be set forth in an Annual Services Agreement which is incorporated herein by reference.
- B. The Sponsoring Institution acknowledges the Affiliate may generate professional fees for services rendered by Trainees under appropriate supervision and obtain reimbursement where permitted by law and/or contract. To the extent Trainees' services are reimbursable in whole, in part, and/or in conjunction with an attending physician's services, Sponsoring Institution agrees that proceeds from such professional bills belong to Affiliate and neither the Sponsoring Institution nor the Trainees shall have any right or claim to such proceeds. Affiliate has the sole responsibility for professional billing including ensuring submission of all health care claims are consistent with federal, state, and/or local laws. Any billing errors and/or intentional submission of false claims is the sole responsibility and liability of Affiliate. **Affiliate agrees to indemnify and hold Sponsoring Institution, its employees, agents, officers, and Trainees, harmless from any and all claims, damages, and/or actions that arise from billing errors and/or false claims.**

9. COMPLIANCE WITH LAW

At all times during the term of this MAA, each of the Parties agrees to comply with all applicable local, state, and federal statutes and regulations, including but not limited to: (i) state licensing requirements, (ii) certification by the Centers for Medicare and Medicaid Services (CMS), and; (iii) Medicare Conditions of Participation.

10. NON-DISCRIMINATION

The Parties agree there will be no discrimination in the performance of this MAA on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, sexual orientation (including gender identity), age, genetic history, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; (c) the Americans with Disabilities Act of 1990, as amended; (d) Section 1557 of the Patient Protection and Affordable Care Act and implementing regulations; (e) and applicable non-discrimination laws of the state of Washington (i.e., Washington Law Against Discrimination). The Parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion, or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities, and employment practices. The Parties will cooperatively work together to accommodate a Trainee with a documented disability, where required by

law, ACGME accreditation standards, and Sponsoring Institution's policies and procedures.

11. INSURANCE and INDEMNIFICATION

- A. Each Party to this MAA will be responsible for the negligent acts and omissions of its own employees, officers, agents, or Trainees in the performance of this MAA. Neither Party will be considered the agent of the other. Neither Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a party to this MAA.
- B. Sponsoring Institution will indemnify and hold Affiliate harmless from any loss, claim, or damage arising from the negligent acts and omissions of Sponsoring Institution's employees, officers, agents, and Trainees.
- C. Sponsoring Institution will maintain a professional liability coverage program with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate or an equivalent program of self-insurance.
- D. Affiliate will indemnify and hold Sponsoring Institution harmless from any loss, claim, or damage arising from the negligent acts and omissions of Affiliate's employees, officers, agents, and other workforce members.
- E. Affiliate will maintain a professional liability coverage program with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- F. If the conduct of both the Parties results in a loss under the foregoing provisions, the responsibility and indemnification obligations shall be allocated under the comparative negligence laws of the State of Washington. These indemnification provisions shall survive termination of this MAA.
- G. Upon request, both Parties will provide proof of coverage. Sponsoring Institution and Affiliate will notify the other in the case of material modification or cancellation of coverage, and will provide subsequent proof of coverage thereafter.

12. TERMINATION

This MAA shall continue in effect for five (5) years from the Effective Date. This MAA may be renewed for one (1) subsequent five (5) year period upon the written mutual agreement of the Parties, unless terminated as provided herein. Either Party may terminate this MAA upon written notice to the other Party no less than eighteen (18) months prior to the termination date, or upon mutual agreement of the Parties. Termination will not be effective for Trainees at Affiliate until they have completed their Training Experiences at Affiliate pursuant to the Physician In Training Agreement.

13. NOTICE

All notices required herein shall be sent via certified or registered mail, return receipt requested, or by an overnight courier service to the relevant address listed below. A

notice shall be deemed received three (3) business days after deposit in the U.S. mail or one (1) business day after delivery to an overnight courier service.

SPONSORING INSTITUTION:

Washington State University
Elson S. Floyd College of Medicine
412 E. Spokane Falls Blvd.
Spokane, WA 99202-2131
Attn: Jonathan Espenschied, M.D.
Associate Dean, Graduate Medical Education & Continuing Medical Education
Designated Institutional Official
j.espenschied@wsu.edu
Ph: 509-368-6875

AFFILIATE:

Providence Health & Services - Washington
dba Providence Regional Medical Center Everett
1321 Colby Avenue
Everett, WA 98201
Attn: Chief Medical Officer

14. MISCELLANEOUS PROVISIONS

- A. Assignment: This MAA may not be assigned by either Party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld if the assignment is in the context of a merger between a Party and an affiliated entity of such Party provided, however, that the obligations of such Party under this MAA shall not be extinguished or otherwise affected by any such assignment.
- B. No Waiver: The failure by either Party hereto at any time or times to enforce any provisions of this MAA shall in no way be construed to be a waiver of such provisions or affect the validity of this MAA or any part thereof, or the right of either Party thereafter to enforce each and every provision in accordance with the terms of this MAA.
- C. Severability: In the event that any provision of this MAA is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this MAA, which shall remain in full force and effect and enforceable in accordance with its terms.
- D. Survival: Notwithstanding the termination of this MAA, the provisions of Section 11 relating to indemnification and insurance shall survive termination of this MAA.
- E. Governing Law: This MAA is to be governed and construed in accordance with the laws of the State of Washington.

- F. Captions: The captions or headings in this MAA are for convenience only and in no way define, limit, or describe the scope or intent of any provisions, articles, sections, or clauses of this MAA.
- G. No Third Party Beneficiary: Nothing in this MAA is intended to or shall create any rights or remedies in any third parties.
- H. Status of Trainees: Trainees will not be considered employees of Affiliate. Affiliate does not and will not assume any liability under any law relating to worker's compensation on account of any Sponsoring Institution Trainee performing, receiving training, or traveling pursuant to this MAA. Trainees shall only be entitled to a stipend and benefits as stated in the Physician in Training Agreement with Sponsoring Institution, and any other normal and customary benefits afforded to Trainees as set forth in the MAA (i.e., parking) and as permitted by law. Affiliate shall not have any monetary obligation to Sponsoring Institution (except as described in any Annual Services Agreement) or Trainees by virtue of this MAA.
- I. Entire Agreement: This MAA, and the attachments hereto and incorporated references herein, shall constitute the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said MAA.
- J. Amendments: No modification, extension, or waiver of this MAA or any provision thereof shall be binding upon either the Sponsoring Institution or Affiliate unless reduced to writing and duly executed by both Parties.
- K. Counterparts: This MAA, and any amendment or supplement to this MAA, may be executed in two or more counterparts, each of which will constitute an original but all of which will together constitute a single instrument. Transmission by facsimile or PDF of an executed counterpart signature page by a Party shall constitute due execution and delivery of this MAA by such Party and together such facsimile or PDF signature pages shall constitute a single enforceable instrument.

15. SIGNATURES

The Parties executing this MAA below hereby certify they have the authority to sign this MAA on behalf of their respective Parties and that the Parties agree to the terms and conditions of this MAA as shown by the signatures below.

**WASHINGTON STATE UNIVERSITY
ELSON S. FLOYD COLLEGE OF MEDICINE**

Daryll B. DeWald, Ph.D.
Vice President and Chancellor,
WSU Health Sciences

Date

**PROVIDENCE HEALTH & SERVICES –
WASHINGTON D/B/A PROVIDENCE
REGIONAL MEDICAL CENTER EVERETT**

Kim Williams 3.13.20
Name Title CEO Date

MASTER AFFILIATION AGREEMENT
ELSON S. FLOYD COLLEGE OF MEDICINE
WASHINGTON STATE UNIVERSITY

Jonathan R. Espenschied, M.D.
Associate Dean, GME & CME
Designated Institutional Official

Date

Name

Title

James Cook, MD
Chief Medical Officer

Date

4/3/2020

**WASHINGTON STATE UNIVERSITY
ELSON S. FLOYD COLLEGE OF MEDICINE**



04/09/2020

Daryll B. DeWald, Ph.D.
Vice President and Chancellor,
WSU Health Sciences

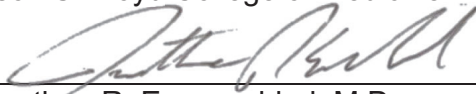
Date



04/10/2020

John Tomkowiak, M.D. MOL
Founding Dean
Elson S. Floyd College of Medicine

Date




04/06/2020

Jonathan R. Espenschied, M.D.
Associate Dean, GME & CME
Designated Institutional Official

Date

APPROVED BY:



4/10/20

Stacy Pearson
Vice President, Finance and Administration
Washington State University

Date

**EXHIBIT A
PROGRAM LETTER OF AGREEMENT
BETWEEN
ELSON S. FLOYD COLLEGE OF MEDICINE AT WASHINGTON STATE UNIVERSITY
AND
[NAME OF HOSPITAL/INSTITUTION]**

This document serves as a Program Letter of Agreement ("PLA") by and between Washington State University, through the Elson S. Floyd College of Medicine's ("Sponsoring Institution") graduate medical education program in _____ ("Program"), and _____ ("Affiliate"), who is involved in resident/fellowship medical education.

This PLA is effective from the _____ day of _____, 20____, ("Effective Date") and will remain in effect for five (5) years, or until updated, changed, or terminated by the Program and Participating Site.

1. Persons Responsible for Education and Supervision

The supervising/teaching faculty listed below are responsible for the education and supervision of the Trainees:

- a. *[Insert name of Program Director]*
- b. *[Insert name of Site Director]*

2. Responsibilities

Affiliate will provide Trainees with a desirable clinical learning experience within the scope of healthcare services provided by Affiliate, in accordance with ACGME Requirements. The supervising faculty at Affiliate will devote sufficient time to the educational program to fulfill their supervisory and teaching responsibilities, will demonstrate a strong interest in the education of Trainees, and will maintain a clinical learning environment conducive to educating the Trainees in each of the ACGME competency areas. The supervising faculty will evaluate Trainee performance in a timely manner during each Training Experience and document this evaluation. The supervising/teaching faculty will also ensure that Trainees have the opportunity to evaluate the supervising/teaching faculty, Program Director, and the Training Experience.

3. Content and Duration of the Educational Experience

The content of the Training Experience has been developed according to ACGME Program Requirements, and includes the following:

- a. Goals/Objectives: To provide the additional experience necessary for the Program's Trainees/ in _____ *[Describe Educational Experience]* as part of their training in _____ *[Insert Specialty]*. The Goals & Objectives of this Training Experience are provided in Attachment A, which is herein incorporated by reference.
- b. The duration(s) of the assignment(s) to Participating Site is (are): [Indicate length or range of time; full or part time].
- c. In cooperation with the Program Director, the supervising/teaching faculty are responsible for the day-to-day activities of the Trainees to ensure that the goals and objectives are met during the course of the Training Experience.

4. Policies and Procedures that Govern Trainee Education

Trainees are governed by the ESFCOM GME Handbook and Program's GME Policies and Procedures, under the general direction of the Sponsoring Institution's Graduate Medical Education Committee, and by relevant WSU policies and procedures, and by Affiliate's relevant policies and procedures.

5. Termination

This PLA is effective for five (5) years beginning on the Effective Date. At the end of the five-year term, upon the written mutual agreement of the Parties unless terminated. Either Party may terminate this PLA upon written notice to the other Party no less than eighteen (18) months prior to the termination date, or upon mutual agreement of the Parties. Termination will not be effective for Trainees at Affiliate until they have completed their Training Experiences at Affiliate pursuant to the Physician In Training Agreement. In the event the MAA is terminated, this PLA shall also terminate.

SIGNATURES:

WASHINGTON STATE UNIVERSITY
ELSON S. FLOYD
COLLEGE OF MEDICINE

NAME

Name Date
Program Director

Name Date
Site Director, Specialty

Jonathan R. Espenschied, M.D. Date
Associate Dean, GME & CME
Designated Institutional Official

MASTER AFFILIATION AGREEMENT
ELSON S. FLOYD COLLEGE OF MEDICINE
WASHINGTON STATE UNIVERSITY

**ATTACHMENT A
PROGRAM EDUCATIONAL GOALS AND OBJECTIVES**

[Residency Program Name] Goals & Objectives

[Residency Program to Insert Goals and Objectives relevant to this Rotation]

**MASTER AFFILIATION AGREEMENT
BETWEEN
ELSON S. FLOYD COLLEGE OF MEDICINE AT WASHINGTON STATE UNIVERSITY
AND
PULLMAN REGIONAL HOSPITAL
(MAJOR AFFILIATE)**

This Master Affiliation Agreement ("MAA") is effective the 4th day of May, 2020 ("Effective Date") and is made and entered into between Washington State University, by and through its Elson S. Floyd College of Medicine ("Sponsoring Institution") and Pullman Regional Hospital ("Affiliate"). Sponsoring Institution and Affiliate are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

1. PURPOSE OF AGREEMENT

Sponsoring Institution and Affiliate share common goals for the training of medical residents and fellows ("Trainees") in accredited and non-accredited training programs, patient care, and service to the community. Sponsoring Institution operates accredited and non-accredited graduate medical education programs for the training of Trainees (each a "Program"). Affiliate has suitable facilities and supervisors for training and providing desirable medical education learning experiences (each a "Training Experience") for Trainees. In consideration of the mutual covenants and agreements contained herein, the Sponsoring Institution and Affiliate agree to the terms set forth herein.

2. PROGRAM LETTER AGREEMENT

Sponsoring Institution and Affiliate will jointly plan the Training Experience(s). Each Training Experience at Affiliate shall be governed by the terms and conditions of a Program Letter of Agreement ("PLA") to be entered into by Affiliate and the relevant Sponsoring Institution Program. The PLA will formalize programmatic and operational details of the Training Experience. The PLA shall be in a form substantially similar to attached Exhibit A. Any such PLA will be considered to be an attachment to this MAA and will be binding on the Parties when signed by authorized representatives of each Party.

3. SPONSORING INSTITUTION'S RESPONSIBILITIES

- A. Sponsoring Institution will act as the "sponsoring institution" per the requirements of the Accreditation Council for Graduate Medical Education ("ACGME").
- B. Sponsoring Institution will employ an individual designated with authority and accountability for the operation of Program ("Program Director").
- C. In collaboration with Affiliate, Sponsoring Institution will ensure sufficient financial support and protected time for the Program Director to effectively carry out his/her educational, administrative, and leadership responsibilities.

- D. In collaboration with Affiliate, Sponsoring Institution will be responsible for Trainee assignments.
- E. In collaboration with Affiliate, Sponsoring Institution will ensure that each Program receives adequate support for core faculty members to ensure effective supervision and quality Trainee education.
- F. Sponsoring Institution will obtain, prior to the start of any Program, a fully executed Physician in Training Agreement ("PITA") from each Trainee.
- G. Sponsoring Institution will direct Trainees to comply with applicable rules, regulations, policies, and procedures of Affiliate so long as they are consistent with federal and state law and accreditation standards.
- H. Prior to the start of Trainee's Training Experience, Sponsoring Institution will ensure the timely completion and submittal of all documentation required to place Trainee with Affiliate.
- I. Sponsoring Institution will maintain master records of all Trainees assigned to Affiliate, including information necessary for certification, scheduling, rotation, and payroll and benefits.
- J. In collaboration with Affiliate, Sponsoring Institution will ensure that resources, including space, technology, and supplies, are available to provide effective support for each of its Programs.
- K. For each Trainee, Sponsoring Institution will:
 - 1. Request a background check at its expense which will include national criminal information and a Request for Criminal History Information pursuant to RCW 43.43.830-.842 and Sponsoring Institution policy, as well as federal background checks;
 - 2. Screen each Trainee against the OIG and GSA/SAM exclusions lists to verify the Trainee is not excluded from participating in federal health care programs or debarred from contracting with the federal government; and
 - 3. Query the National Practitioner Data Bank (NPDB) and maintain that information in the Trainee's record and/or provide it to Affiliate's Medical Staff Office where required by law and/or in accordance with Affiliate's Medical Staff bylaws.

Sponsoring Institution will, with the permission of the Trainee, provide Affiliate with a copy of the results of the query for each Trainee considered for placement at Affiliate before the start of his/her rotation. Sponsoring Institution acknowledges that placement of each Trainee at the Affiliate is contingent upon providing all required screening information to the Affiliate. Affiliate maintains the right to terminate the use of its facilities by a Trainee for falsification of information on the Washington State Patrol Disclosure Statement or any other such document.

- L. Sponsoring Institution will inform Trainees of the requirement that they maintain the confidentiality of all Protected Health Information (PHI) including medical records and charts to which they may have access to in accordance with all applicable federal, state, and local confidentiality laws and regulations, including, but not limited to, Title II, Subtitle F, Section 261-264 of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and its corresponding regulations issued under 45 C.F.R. Parts 160 and 164. Sponsoring Institution will provide its Trainees with training on the requirements of HIPAA. Affiliate will provide additional training on Affiliate's specific policies and

procedures. Solely for HIPAA purposes, Trainees are defined as members of Affiliate's workforce for activities under this MAA.

- M. Sponsoring Institution will bill Affiliate for its pro rata share of Trainee costs on a regular basis, including but not necessarily limited to, salary, Federal Insurance Contribution Act (FICA) taxes, fringe benefits, and any administrative costs (together, "Trainee Costs"), in accordance with the separate Annual Services Agreement.
- N. Sponsoring Institution will provide Trainees with comprehensive health insurance as an employee of Washington State University (WSU). Health insurance is continuous during the Trainee's participation in the Training Experience. Sponsoring Institution will inform Trainees that they are responsible for their own health needs, healthcare costs, and health insurance coverage beyond those provided to WSU employees.
- O. Sponsoring Institution will train each Trainee in universal precautions and transmission of bloodborne pathogens.
- P. Sponsoring Institution will provide Trainees and participating faculty with access to medical library resources, medical reference materials, and online medical resources.

4. AFFILIATE'S RESPONSIBILITIES

- A. Affiliate will provide Trainees with a desirable Training Experience within the scope of healthcare services provided by Affiliate. This Training Experience includes, but is not limited to, giving Trainees access to sources of information necessary for their Training Experience, making available to Trainees supplies, workstations, computers, technology, and equipment necessary for delivering safe patient care, and, within the limitations of physical space within the Affiliate's facility, providing office and conference space. Affiliate also agrees to provide access to a patient electronic health records system that supports high quality and safe patient care. In the absence of Affiliate having an electronic health record system, Affiliate will develop and make progress toward implementing an electronic health record system.
- B. Affiliate supervising faculty will supervise Trainees in patient care activities.
- C. Affiliate will maintain a learning environment conducive to educating the Trainees in each of the agreed upon competency areas. Affiliate will also ensure that Trainees are engaged in standardized transitions of care for delivering high quality safe patient care at Affiliate.
- D. Affiliate's supervising faculty will evaluate Trainees' performance in a timely manner and document this evaluation per Sponsoring Institution and ACGME policies and standards. Affiliate will also provide Trainees the opportunity to evaluate the supervising faculty and experiences.
- E. Affiliate will provide the following to Trainees while Trainees are on duty: access to food; safe, quiet, and private sleep/rest facilities; parking; and an appropriately secure and safe work environment.
- F. Affiliate will retain sole control over the delivery, quality, and environment of patient care services at all times. The Trainees are in the role of learner and will not replace Affiliate's attending/supervising physicians.

- G. Affiliate will provide Trainees with appropriate backup support when patient care responsibilities are especially unusual, difficult, or prolonged.
- H. Affiliate will provide a professional, respectful, and civil environment that is free from unprofessional behavior, including mistreatment, abuse, harassment, discrimination, and/or coercion of Trainees, other learners, faculty members, and staff members.
- I. Affiliate will ensure that Trainee Clinical and Educational Work Hours (as defined by the ACGME; formerly called "duty hours") and on call time periods are not excessive and follow Sponsoring Institution and ACGME requirements. The structuring of Clinical and Educational Work Hours, and as applicable on call schedules, must focus on the needs of the patient, continuity of care, and the educational needs of the Trainee.
- J. Affiliate will pay the Sponsoring Institution GME Costs for Trainees assigned to the Affiliate (as provided in the Annual Services Agreement).
- K. Affiliate will provide compliance education to Trainees as it relates to applicable federal health care programs including any relevant documentation standards for Trainees. Affiliate will also provide education and training on use of Affiliates electronic health record, and appropriate medical documentation for Trainees.
- L. Affiliate will provide necessary emergency healthcare or first aid for Trainees when performing activities under this MAA. The Trainee will be responsible for the costs of all care, subject to applicable health insurance and/or worker's compensation coverage. Except as provided in this MAA, Affiliate will have no obligation to furnish medical or surgical care to any Trainee.
- M. Affiliate will provide personal protection equipment appropriate for Trainees' services, and will provide education or training on Affiliate's infection prevention policies and protocols including but not limited to a bloodborne pathogen exposure policy. If a Trainee sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the Training Experience, Affiliate will provide the following services, for which the Trainee will be financially responsible, subject to health insurance:
 - 1. Access to Affiliate's employee health service and/or emergency department as soon as possible after the injury;
 - 2. Emergency medical care following the injury;
 - 3. Initiation of Hepatitis B, Hepatitis C, and HIV protocol;
 - 4. HIV counseling and appropriate testing; and
 - 5. To the extent possible, determination, in the usual manner, of the source patient's Hepatitis B, Hepatitis C, and HIV status, according to applicable laws and regulations. To the extent the source patient's infectious disease status cannot be determined as permitted by law and in accordance with Affiliate's policy, Affiliate will take reasonable steps to request and obtain consent from the patient to obtain a blood specimen for screening it for certain bloodborne infectious diseases (HIV, Hepatitis B and C).
- N. Affiliate will permit, on reasonable notice and request, the inspection of clinical and related facilities by Sponsoring Institution and/or agencies charged with responsibility for accreditation of Sponsoring Institution or any of its Programs.
- O. Affiliate will ensure that supervising faculty are appropriately licensed, privileged, accredited, and credentialed. Faculty supervision of Trainee must be within the

scope of practice, medical specialty, and Washington medical license of the supervising faculty.

5. TRAINEE SELECTION PROCESS

The Trainee selection process shall be consistent with the Sponsoring Institution policies, the National Resident Matching Program or other matching program as appropriate, and the ACGME Requirements.

6. AFFILIATE REPRESENTATIONS AND WARRANTIES

Affiliate represents and warrants that it is not debarred from participating in federal health care programs, that it is accredited and licensed within Washington State to provide patient care, and that it will maintain such accreditation and licensing at all times during the term of this MAA. Accreditation and licensing for patient care must be provided by an entity granted "deeming authority" for participation in Medicare under federal regulations or by an entity certified as complying with the conditions of participation in Medicare under federal regulations.

7. NOTIFICATION OF ADVERSE ACTION; DISASTER; CLOSURE; REDUCTION

If Affiliate's accreditation or license is denied, suspended, or revoked, or if Affiliate is required to curtail activities, or if Affiliate is debarred from participating in federal health care programs, or is otherwise restricted, or loses its license or accreditation for patient care, the Affiliate must notify the Sponsoring Institution within five (5) days of Affiliate receiving notice of such adverse action.

If, for any reason and for any length of time, Affiliate closes or otherwise ceases operation, or in the event of a disaster or interruption in patient care, Affiliate will provide Sponsoring Institution with notice of the same at the earliest opportunity, and will assist Sponsoring Institution in placing Trainees in other training sites per applicable ACGME and Sponsoring Institution requirements.

8. FINANCIAL ISSUES

A. The terms for reimbursement and compensation for Trainee Costs under this MAA shall be set forth in an Annual Services Agreement which is incorporated herein by reference.

B. The Sponsoring Institution acknowledges the Affiliate may generate professional fees for services rendered by Trainees under appropriate supervision and obtain reimbursement where permitted by law and/or contract. To the extent Trainees' services are reimbursable in whole, in part, and/or in conjunction with an attending physician's services, Sponsoring Institution agrees that proceeds from such professional bills belong to Affiliate and neither the Sponsoring Institution nor the Trainees shall have any right or claim to such proceeds. Affiliate has the sole responsibility for professional billing including ensuring submission of all health care claims are consistent with federal, state, and/or local laws. Any billing errors

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and/or intentional submission of false claims is the sole responsibility and liability of Affiliate. **Affiliate agrees to indemnify and hold Sponsoring Institution, its employees, agents, officers, and Trainees, harmless from any and all claims, damages, and/or actions that arise from billing errors and/or false claims.**

9. INTELLECTUAL PROPERTY

It is recognized and understood that the pre-existing inventions, technologies, intellectual property rights, and know-how of Sponsoring Institution and of Affiliate are their separate property, respectively, and are not affected by this MAA, and neither Party shall have any claims to or rights in any such property of the other Party. (b) Each party acknowledges and agrees that no license or other right to intellectual property owned by the other party is granted or promised under this MAA and no such license or rights shall be implied from the conduct of the Parties or this MAA.

10. OBLIGATIONS OF CONFIDENTIALITY

"Confidential Information" means all proprietary information that is marked "Confidential" at the time disclosed by one party to another. Oral information is not considered Confidential Information unless it is identified as confidential at the time of disclosure and confirmed in writing within five (5) days of initial disclosure. For the Term and for 5 years thereafter, neither party shall use, except as necessary to perform the MAA, disclose, or provide Confidential Information to any third party. However, neither party shall have any obligations of confidentiality with respect to Confidential Information, or any portion thereof, that:

- a. was lawfully known to such party before disclosure by the other party;
- b. becomes public information or is generally available to the public other than by an unauthorized act or omission of such party;
- c. enters the public domain other than by such party's breach of this Agreement;
- d. is received by such party from third parties who rightfully possess the information and have the legal right to make a disclosure;
- e. is required to be disclosed by law; or
- f. is generated by employees of such party who did not have access to the proprietary information.

11. COMPLIANCE WITH LAW

At all times during the term of this MAA, each of the Parties agrees to comply with all applicable local, state, and federal statutes and regulations, including but not limited to: (i) state licensing requirements, (ii) certification by the Centers for Medicare and Medicaid Services (CMS), and; (iii) Medicare Conditions of Participation.

12. NON-DISCRIMINATION

The Parties agree there will be no discrimination in the performance of this MAA on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, sexual orientation (including gender identity), age, genetic history,

honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; (c) the Americans with Disabilities Act of 1990, as amended; (d) Section 1557 of the Patient Protection and Affordable Care Act and implementing regulations; (e) and applicable non-discrimination laws of the state of Washington (i.e., Washington Law Against Discrimination). The Parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion, or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities, and employment practices. The Parties will cooperatively work together to accommodate a Trainee with a documented disability, where required by law, ACGME accreditation standards, and Sponsoring Institution's policies and procedures.

13. INSURANCE and INDEMNIFICATION

- A. Each Party to this MAA will be responsible for the negligent acts and omissions of its own employees, officers, agents, or Trainees in the performance of this MAA. Neither Party will be considered the agent of the other. Neither Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a party to this MAA.
- B. Sponsoring Institution will indemnify and hold Affiliate harmless from any loss, claim, or damage arising from the negligent acts and omissions of Sponsoring Institution's employees, officers, agents, and Trainees to the extent permitted by Washington law.
- C. Sponsoring Institution will maintain a professional liability coverage program with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate or an equivalent program of self-insurance.
- D. Affiliate will indemnify and hold Sponsoring Institution harmless from any loss, claim, or damage arising from the negligent acts and omissions of Affiliate's employees, officers, agents, and other workforce members.
- E. Affiliate will maintain a professional liability coverage program with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- F. If the conduct of both the Parties results in a loss under the foregoing provisions, the responsibility and indemnification obligations shall be allocated under the comparative negligence laws of the State of Washington. These indemnification provisions shall survive termination of this MAA.
- G. Upon request, both Parties will provide proof of coverage. Sponsoring Institution and Affiliate will notify the other in the case of material modification or cancellation of coverage, and will provide subsequent proof of coverage thereafter.

14. TERMINATION

This MAA shall continue in effect for five (5) years from the Effective Date. This MAA may be renewed for one (1) subsequent five (5) year period upon the written mutual agreement of the Parties, unless terminated as provided herein. Either Party may terminate this MAA upon written notice to the other Party no less than eighteen (18) months prior to the termination date, or upon mutual agreement of the Parties. Termination will not be effective for Trainees at Affiliate until they have completed their Training Experiences at Affiliate pursuant to the Physician In Training Agreement.

15. NOTICE

All notices required herein shall be sent via certified or registered mail, return receipt requested, or by an overnight courier service to the relevant address listed below. A notice shall be deemed received three (3) business days after deposit in the U.S. mail or one (1) business day after delivery to an overnight courier service.

SPONSORING INSTITUTION:

Washington State University
Elson S. Floyd College of Medicine
412 E. Spokane Falls Blvd.
Spokane, WA 99202-2131
Attn: Jonathan Espenschied, M.D.
Associate Dean, Graduate Medical Education & Continuing Medical Education
Designated Institutional Official
j.espenschied@wsu.edu
Ph: 509-368-6875

AFFILIATE:

Pullman Regional Hospital
835 SE Bishop Blvd
Pullman, WA 99163
Attn: Gerald Early, M.D., M.A., F.A.C.S., F.C.C.P.
Chief Medical Officer/Chief Medical Innovation Officer
Gerald.Early@pullmanregional.org
Ph: 509-336-7494

16. MISCELLANEOUS PROVISIONS


- A. Assignment: This MAA may not be assigned by either Party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld if the assignment is in the context of a merger between a Party and an affiliated entity of such Party provided, however, that the obligations of such Party under this MAA shall not be extinguished or otherwise affected by any such assignment.

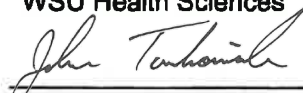
- B. **No Waiver:** The failure by either Party hereto at any time or times to enforce any provisions of this MAA shall in no way be construed to be a waiver of such provisions or affect the validity of this MAA or any part thereof, or the right of either Party thereafter to enforce each and every provision in accordance with the terms of this MAA.
- C. **Severability:** In the event that any provision of this MAA is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this MAA, which shall remain in full force and effect and enforceable in accordance with its terms.
- D. **Survival:** Notwithstanding the termination of this MAA, the provisions of Section 13 relating to indemnification and insurance shall survive termination of this MAA.
- E. **Governing Law:** This MAA is to be governed and construed in accordance with the laws of the State of Washington.
- F. **Captions:** The captions or headings in this MAA are for convenience only and in no way define, limit, or describe the scope or intent of any provisions, articles, sections, or clauses of this MAA.
- G. **No Third Party Beneficiary:** Nothing in this MAA is intended to or shall create any rights or remedies in any third parties.
- H. **Status of Trainees:** Trainees will not be considered employees of Affiliate. Affiliate does not and will not assume any liability under any law relating to worker's compensation on account of any Sponsoring Institution Trainee performing, receiving training, or traveling pursuant to this MAA. Trainees shall only be entitled to a stipend and benefits as stated in the Physician in Training Agreement with Sponsoring Institution, and any other normal and customary benefits afforded to Trainees as set forth in the MAA (i.e., parking) and as permitted by law. Affiliate shall not have any monetary obligation to Sponsoring Institution (except as described in any Annual Services Agreement) or Trainees by virtue of this MAA.
- I. **Entire Agreement:** This MAA, and the attachments hereto and incorporated references herein, shall constitute the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said MAA.
- J. **Amendments:** No modification, extension, or waiver of this MAA or any provision thereof shall be binding upon either the Sponsoring Institution or Affiliate unless reduced to writing and duly executed by both Parties.
- K. **Counterparts:** This MAA, and any amendment or supplement to this MAA, may be executed in two or more counterparts, each of which will constitute an original but all of which will together constitute a single instrument. Transmission by facsimile or PDF of an executed counterpart signature page by a Party shall constitute due execution and delivery of this MAA by such Party and together such facsimile or PDF signature pages shall constitute a single enforceable instrument.

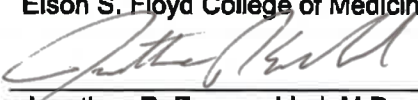
17. SIGNATURES

The Parties executing this MAA below hereby certify they have the authority to sign this MAA on behalf of their respective Parties and that the Parties agree to the terms and conditions of this MAA as shown by the signatures below.


WASHINGTON STATE UNIVERSITY ELSON S. FLOYD COLLEGE OF MEDICINE

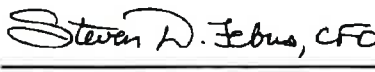
 5/15/20
Date
Daryll B. DeWald, Ph.D.
Vice President and Chancellor,
WSU Health Sciences

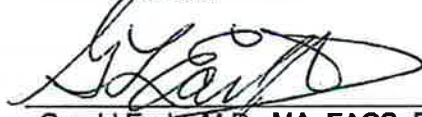
 5/28/2020
Date
John Tomkowiak, M.D. MOL
Founding Dean
Elson S. Floyd College of Medicine

 05/28/2020
Date
Jonathan R. Espenschied, M.D.
Associate Dean, GME & CME
Designated Institutional Official

PULLMAN REGIONAL HOSPITAL

 5/12/2020
Date
Scott Adams
Chief Executive Officer

 5/14/2020
Date
Steven D. Febus
Chief Financial Officer

 5/8/2020
Date
Gerald Early, M.D., MA, FACS, FACP
Chief Medical Officer

APPROVED BY:


 03/16/2021
Date
Stacy Pearson
Vice President, Finance and Administration
Washington State University

EXHIBIT A
PROGRAM LETTER OF AGREEMENT
BETWEEN
ELSON S. FLOYD COLLEGE OF MEDICINE AT WASHINGTON STATE UNIVERSITY
AND
[NAME OF HOSPITAL/INSTITUTION]

This document serves as a Program Letter of Agreement ("PLA") by and between Washington State University, through the Elson S. Floyd College of Medicine's ("Sponsoring Institution") graduate medical education program in _____ ("Program"), and _____ ("Affiliate"), who is involved in resident/fellowship medical education.

This PLA is effective from the _____ day of _____, 20____, ("Effective Date") and will remain in effect for five (5) years, or until updated, changed, or terminated by the Program and Participating Site.

1. Persons Responsible for Education and Supervision

The supervising/teaching faculty listed below are responsible for the education and supervision of the Trainees:

- a. *[Insert name of Program Director]*
- b. *[Insert name of Site Director]*

2. Responsibilities

Affiliate will provide Trainees with a desirable clinical learning experience within the scope of healthcare services provided by Affiliate, in accordance with ACGME Requirements. The supervising faculty at Affiliate will devote sufficient time to the educational program to fulfill their supervisory and teaching responsibilities, will demonstrate a strong interest in the education of Trainees, and will maintain a clinical learning environment conducive to educating the Trainees in each of the ACGME competency areas. The supervising faculty will evaluate Trainee performance in a timely manner during each Training Experience and document this evaluation. The supervising/teaching faculty will also ensure that Trainees have the opportunity to evaluate the supervising/teaching faculty, Program Director, and the Training Experience.

3. Content and Duration of the Educational Experience

The content of the Training Experience has been developed according to ACGME Program Requirements, and includes the following:

- a. Goals/Objectives: To provide the additional experience necessary for the Program's Trainees/ in _____ *[Describe Educational Experience]* as part of their training in _____ *[Insert Specialty]*. The Goals & Objectives of this Training Experience are provided in Attachment A, which is herein incorporated by reference.
- b. The duration(s) of the assignment(s) to Participating Site is (are): [Indicate length or range of time; full or part time].
- c. In cooperation with the Program Director, the supervising/teaching faculty are responsible for the day-to-day activities of the Trainees to ensure that the goals and objectives are met during the course of the Training Experience.

4. Policies and Procedures that Govern Trainee Education

Trainees are governed by the ESFCOM GME Handbook and Program's GME Policies and Procedures, under the general direction of the Sponsoring Institution's Graduate Medical Education Committee, and by relevant WSU policies and procedures, and by Affiliate's relevant policies and procedures.

5. Termination

This PLA is effective for five (5) years beginning on the Effective Date. At the end of the five-year term, upon the written mutual agreement of the Parties unless terminated. Either Party may terminate this PLA upon written notice to the other Party no less than eighteen (18) months prior to the termination date, or upon mutual agreement of the Parties. Termination will not be effective for Trainees at Affiliate until they have completed their Training Experiences at Affiliate pursuant to the Physician In Training Agreement. In the event the MAA is terminated, this PLA shall also terminate.

SIGNATURES:

WASHINGTON STATE UNIVERSITY
ELSON S. FLOYD
COLLEGE OF MEDICINE

NAME

Name Date
Program Director

Name Date
Site Director, Specialty

Jonathan R. Espenschied, M.D. Date
Associate Dean, GME & CME
Designated Institutional Official

ATTACHMENT A
PROGRAM EDUCATIONAL GOALS AND OBJECTIVES

[Residency Program Name] Goals & Objectives

[Residency Program to Insert Goals and Objectives relevant to this Rotation]

**MASTER AFFILIATION AGREEMENT
BETWEEN
ELSON S. FLOYD COLLEGE OF MEDICINE AT WASHINGTON STATE UNIVERSITY
AND
PROVIDENCE HEALTH & SERVICES – WASHINGTON
D/B/A PROVIDENCE SACRED HEART MEDICAL CENTER & CHILDREN'S HOSPITAL**

This Master Affiliation Agreement ("MAA") is effective the 15 day of March, 2023 ("Effective Date") and is made and entered into between Washington State University, by and through its Elson S. Floyd College of Medicine ("College"), and Providence Health & Services - Washington d/b/a Providence Sacred Heart Medical Center & Children's Hospital ("Affiliate"). College and Affiliate are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

1. PURPOSE OF AGREEMENT

College and Affiliate share common goals for the training of medical residents and fellows ("Trainees") in accredited and non-accredited training programs, patient care, and service to the community. College and Affiliate operate accredited and non-accredited graduate medical education ("GME") training programs (each a "Program") for Trainees. Affiliate has suitable facilities and supervisors for clinical training and providing desirable medical education learning experiences (each a "Training Experience") for Trainees. College has clinical faculty, education facilities including simulation equipment, and/or GME administrative support services for providing GME educational activities. In consideration of the mutual covenants and agreements contained herein, the College and Affiliate agree to the terms set forth herein.

2. PROGRAM LETTER AGREEMENT

College and Affiliate will jointly plan the Training Experience(s). Each Training Experience at Affiliate shall be governed by the terms and conditions of a Program Letter of Agreement ("PLA") to be entered into by Affiliate and the relevant College Program. The PLA will formalize programmatic and operational details of the Training Experience. The PLA shall be in a form substantially similar to attached Exhibit A. Any such PLA will be considered to be an attachment to this MAA and will be binding on the Parties when signed by authorized representatives of each Party.

3. COLLEGE'S RESPONSIBILITIES

- A. For existing Programs at Affiliate excluding the Pediatrics Residency (i.e., Psychiatry Residency, Child and Adolescent Fellowship, Physical Medicine and Rehabilitation, and Obstetrics and Family Medicine Fellowship) where Affiliate is the ACGME-recognized Sponsoring Institution:

1. College will provide GME institutional support services through College's GME Office upon mutual agreement of the Parties.
 2. College will collaborate with Affiliate to actively support the success of existing Programs, including, but not limited to, Program expansion in resident complement, track, and Program-related fellowship development.
- B. For the Pediatrics Residency program and other future programs to be sponsored by College:
1. College will act as the "Sponsoring Institution" per the requirements of the Accreditation Council for Graduate Medical Education ("ACGME") for future Programs based at Affiliate, including the Pediatrics Program that Affiliate has submitted its application to and is pending approval of the ACGME.
 2. College will provide \$2.5 Million dollars for development of the aforementioned Pediatric Residency program, distributed by College in collaboration with Affiliate and in accordance with all applicable rules, regulations, and laws.
 3. In collaboration with Affiliate, College will employ a 1.0 FTE institutional GME program coordinator or equivalent that will be located on Affiliate premises. In collaboration with Affiliate, College will employ a Designated Institutional Official ("DIO") for administration of the Programs. Affiliate will share in the cost of College employing the DIO. The Parties' financial obligations regarding the DIO are or will be addressed in an annual Financial Services Agreement ("FSA").
 4. College will, in collaboration with Affiliate, designate an individual with authority and accountability for the operation of Program ("Program Director").
 5. For each Program sponsored by College, College will employ a Program Director.
 6. In collaboration with Affiliate, College will ensure sufficient financial support and protected time for the Program Director to effectively carry out his/her educational, administrative, and leadership responsibilities to fulfill ACGME requirements.
 7. In collaboration with Affiliate, College will be responsible for Trainee assignments.
 8. In collaboration with Affiliate, College will ensure that each Program receives adequate support for core faculty members to ensure effective supervision and quality Trainee education.
 9. College will obtain, prior to the start of any Program, a fully executed Physician in Training Agreement ("PITA") from each Trainee.
 10. College will direct Trainees to comply with applicable rules, regulations, policies, and procedures of Affiliate so long as they are consistent with federal and state law and accreditation standards.
 11. Prior to the start of Trainee's Training Experience, College will ensure the timely completion and submittal of all documentation required to place Trainee with Affiliate.
 12. College will maintain master records of all Trainees assigned to Affiliate, including information necessary for certification, scheduling, rotation, and payroll and benefits.

13. In collaboration with Affiliate, College will ensure that resources, including space, technology, and supplies, are available to provide effective support for each of its Programs.
14. For each Trainee, College will:
 - i. Request a background check at its expense which will include national criminal information and a Request for Criminal History Information pursuant to RCW 43.43.830-.842 and College policy, as well as federal background checks;
 - ii. Screen each Trainee against the OIG and GSA/SAM exclusions lists to verify the Trainee is not excluded from participating in federal health care programs or debarred from contracting with the federal government; and
 - iii. Query the National Practitioner Data Bank (NPDB) and maintain that information in the Trainee's record and/or provide it to Affiliate's Medical Staff Office where required by law and/or in accordance with Affiliate's Medical Staff bylaws.
 - iv. College will, with the permission of the Trainee, provide Affiliate with a copy of the results of the query for each Trainee considered for placement at Affiliate before the start of his/her rotation. College acknowledges that placement of each Trainee at the Affiliate is contingent upon providing all required screening information to the Affiliate. Affiliate maintains the right to terminate the use of its facilities by a Trainee for falsification of information on the Washington State Patrol Disclosure Statement or any other such document.
15. College will inform Trainees of the requirement that they maintain the confidentiality of all Protected Health Information (PHI), including medical records and charts to which they may have access, in accordance with all applicable federal, state, and local confidentiality laws and regulations, including, but not limited to, Title II, Subtitle F, Section 261-264 of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and its corresponding regulations issued under 45 C.F.R. Parts 160 and 164. College will provide its Trainees with training on the requirements of HIPAA. Affiliate will provide additional training on Affiliate's specific policies and procedures. Solely for HIPAA purposes, Trainees are defined as members of Affiliate's workforce for activities under this MAA.
16. College will bill Affiliate for its pro rata share of Trainee costs on a regular basis, including but not necessarily limited to, salary, Federal Insurance Contribution Act (FICA) taxes, fringe benefits, and any administrative costs (together, "Trainee Costs"), in accordance with the separate FSA.
17. College will provide Trainees with comprehensive health insurance as an employee of Washington State University (WSU). Health insurance is continuous during the Trainee's participation in the Training Experience. College will inform Trainees that they are responsible for their own health needs, healthcare costs, and health insurance coverage beyond those provided to WSU employees.

18. College will train each Trainee in universal precautions and transmission of bloodborne pathogens.
19. College will provide Trainees and participating faculty with access to medical library resources, medical reference materials, and online medical resources.

4. AFFILIATE'S RESPONSIBILITIES

- A. For existing Programs where Affiliate is the current ACGME Sponsoring Institution:
 1. Affiliate will maintain its current ACGME-recognized Institutional Sponsorship and rights, privileges, and responsibilities attached thereto.
 2. Any Affiliate request for changes in WSU GME institutional services described above in Section 3 of this MAA, up to and including change in sponsorship, shall be timely communicated in writing to College.
- B. For the Pediatric Residency and future programs to be sponsored by College:
 1. Affiliate will collaborate with WSU to submit to ACGME a transfer request for Affiliate's Institutional sponsorship of the Pediatric Residency to WSU as the ACGME-recognized Institutional sponsor.
 2. Affiliate will collaborate with WSU to submit to future residency and/or fellowship programs designating WSU as the ACGME-recognized Institutional sponsor.
 3. Affiliate will provide Trainees with a desirable Training Experience within the scope of healthcare services provided by Affiliate. This Training Experience includes, but is not limited to, giving Trainees access to sources of information necessary for their Training Experience, making available to Trainees supplies, workstations, computers, technology, and equipment necessary for delivering safe patient care, and, within the limitations of physical space within the Affiliate's facility, providing office and conference space. Affiliate also agrees to provide access to a patient electronic health records system that supports high quality and safe patient care. In the absence of Affiliate having an electronic health record system, Affiliate will develop and make progress toward implementing an electronic health record system.
 4. Affiliate supervising faculty will supervise Trainees in patient care activities.
 5. Affiliate will maintain a learning environment conducive to educating the Trainees in each of the agreed upon competency areas. Affiliate will also ensure that Trainees are engaged in standardized transitions of care for delivering high quality safe patient care at Affiliate.
 6. Affiliate's supervising faculty will evaluate Trainees' performance in a timely manner and document this evaluation per College and ACGME policies and standards. Affiliate will also provide Trainees the opportunity to evaluate the supervising faculty and experiences.
 7. Affiliate will provide the following to Trainees while Trainees are on duty: access to food; safe, quiet, and private sleep/rest facilities; parking; and an appropriately secure and safe work environment.

8. Affiliate will retain sole control over the delivery, quality, and environment of patient care services at all times. The Trainees are in the role of learner and will not replace Affiliate's attending/supervising physicians.
 9. Affiliate will provide Trainees with appropriate backup support when patient care responsibilities are especially unusual, difficult, or prolonged.
 10. Affiliate will provide a professional, respectful, and civil environment that is free from unprofessional behavior, including mistreatment, abuse, harassment, discrimination, and/or coercion of Trainees, other learners, faculty members, and staff members.
 11. Affiliate will ensure that Trainee Clinical and Educational Work Hours (as defined by the ACGME; formerly called "duty hours") and on call time periods are not excessive and follow College and ACGME requirements. The structuring of Clinical and Educational Work Hours, and as applicable on call schedules, must focus on the needs of the patient, continuity of care, and the educational needs of the Trainee.
 12. Affiliate will pay the College GME Costs for Trainees assigned to the Affiliate as provided in the FSA.
- C. Affiliate will provide compliance education to Trainees as it relates to applicable federal health care programs including any relevant documentation standards for Trainees. Affiliate will also provide education and training on use of Affiliates electronic health records, and appropriate medical documentation for Trainees.
- D. Affiliate will provide necessary emergency healthcare or first aid for Trainees when performing activities under this MAA. The Trainee will be responsible for the costs of all care, subject to applicable health insurance and/or worker's compensation coverage. Except as provided in this MAA, Affiliate will have no obligation to furnish medical or surgical care to any Trainee.
- E. Affiliate will provide personal protection equipment appropriate for Trainees' services, and will provide education or training on Affiliate's infection prevention policies and protocols including but not limited to a bloodborne pathogen exposure policy. If a Trainee sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the Training Experience, Affiliate will provide the following services, for which the Trainee will be financially responsible, subject to health insurance:
- i. Access to Affiliate's employee health service and/or emergency department as soon as possible after the injury;
 - ii. Emergency medical care following the injury;
 - iii. Initiation of Hepatitis B, Hepatitis C, and HIV protocol;
 - iv. HIV counseling and appropriate testing; and
 - v. To the extent possible, determination, in the usual manner, of the source patient's Hepatitis B, Hepatitis C, and HIV status, according to applicable laws and regulations. To the extent the source patient's infectious disease status cannot be determined as permitted by law and in accordance with Affiliate's policy, Affiliate will take reasonable steps to request and obtain consent from the patient to obtain a blood

specimen for screening it for certain bloodborne infectious diseases (HIV, Hepatitis B and C).

- F. Affiliate will permit, on reasonable notice and request, the inspection of clinical and related facilities by College and/or agencies charged with responsibility for accreditation of College or any of its Programs.
- G. Affiliate will ensure that supervising faculty are appropriately licensed, privileged, accredited, and credentialed. Faculty supervision of Trainee must be within the scope of practice, medical specialty, and Washington medical license of the supervising faculty.
- H. Affiliate, in collaboration with College, will determine the operational needs to ensure administration of the Program. College will share on a pro rata basis the cost of employing additional GME administration, if deemed necessary by both Parties, for actual services performed for the WSU Sponsored GME Program. The Parties' agreed upon financial obligations regarding potential additional administration will be addressed in the annual FSA.

5. TRAINEE SELECTION PROCESS

The Trainee selection process shall be consistent with the College and Affiliate policies, the National Resident Matching Program or other matching program as appropriate, and the ACGME Requirements.

6. AFFILIATE REPRESENTATIONS AND WARRANTIES

Affiliate represents and warrants that it is not debarred from participating in federal health care programs, that it is accredited and licensed within Washington State to provide patient care, and that it will maintain such accreditation and licensing at all times during the term of this MAA. Accreditation and licensing for patient care must be provided by an entity granted "deeming authority" for participation in Medicare under federal regulations or by an entity certified as complying with the conditions of participation in Medicare under federal regulations.

7. NOTIFICATION OF ADVERSE ACTION; DISASTER; CLOSURE; REDUCTION

If Affiliate's accreditation or license is denied, suspended, or revoked, or if Affiliate is required to curtail activities, or if Affiliate is debarred from participating in federal health care programs, or is otherwise restricted, or loses its license or accreditation for patient care, the Affiliate must notify the College within five business (5) days of Affiliate receiving notice of such adverse action.

If, for any reason and for any length of time, Affiliate closes or otherwise ceases operation, or in the event of a disaster or interruption in patient care, Affiliate will provide College with notice of the same at the earliest opportunity, and will assist College in placing Trainees in other training sites per applicable ACGME and College requirements.

8. FINANCIAL ISSUES

- A. The Parties agree to mutually develop and abide by the FSA, which will establish the annual GME budget and each Party's obligations under said agreement for the year forward. The Parties agree that the FSA will be fully executed prior to the start of the academic year in which it applies. Further, the Parties agree to meet no less than every quarter-year to review the annual FSA and to timely reconcile any interval changes to said budget. To the extent permitted by law and each Party's policies, College may provide certain financial support for WSU sponsored GME Programs to address the potential gap in funds between program revenue, both from the government and commercial sources, and the actual cost of WSU's Program. Any agreed to financial support will be more fully described in the FSA.
- B. The terms for reimbursement and compensation for Trainee Costs under this MAA shall be set forth in the FSA which is incorporated herein by reference.
- C. The College acknowledges the Affiliate may generate professional fees for services rendered by Trainees under appropriate supervision and obtain reimbursement where permitted by law and/or contract. To the extent Trainees' services are reimbursable in whole, in part, and/or in conjunction with an attending physician's services, College agrees that proceeds from such professional bills belong to Affiliate and neither the College nor the Trainees shall have any right or claim to such proceeds. Affiliate has the sole responsibility for professional billing including ensuring submission of all health care claims are consistent with federal, state, and/or local laws. Any billing errors and/or intentional submission of false claims is the sole responsibility and liability of Affiliate. **Affiliate agrees to indemnify and hold College, its employees, agents, officers, and Trainees, harmless from any and all claims, damages, and/or actions that arise from billing errors and/or false claims.**

9. INTELLECTUAL PROPERTY

It is recognized and understood that the pre-existing inventions, technologies, intellectual property rights, and know-how of College and of Affiliate are their separate property, respectively, and are not affected by this MAA, and neither Party shall have any claims to or rights in any such property of the other Party. Each Party acknowledges and agrees that no license or other right to intellectual property owned by the other Party is granted or promised under this MAA and no such license or rights shall be implied from the conduct of the Parties or this MAA.

10. OBLIGATIONS OF CONFIDENTIALITY

"Confidential Information" means all proprietary information that is marked "Confidential" at the time disclosed by one Party to another. Oral information is not considered Confidential Information unless it is identified as confidential at the time of disclosure and confirmed in writing within five (5) days of initial disclosure. For the Term and for 5 years thereafter, neither Party shall use, except as necessary to

perform the MAA, disclose, or provide Confidential Information to any third party. However, neither Party shall have any obligations of confidentiality with respect to Confidential Information, or any portion thereof, that:

- A. was lawfully known to such Party before disclosure by the other Party;
- B. becomes public information or is generally available to the public other than by an unauthorized act or omission of such Party;
- C. enters the public domain other than by such Party's breach of this MAA;
- D. is received by such Party from third parties who rightfully possess the information and have the legal right to make a disclosure;
- E. is required to be disclosed by law; or
- F. is generated by employees of such Party who did not have access to the proprietary information.

11. COMPLIANCE WITH LAW

At all times during the term of this MAA, each of the Parties agrees to comply with all applicable local, state, and federal statutes and regulations, including but not limited to: (i) state licensing requirements, (ii) certification by the Centers for Medicare and Medicaid Services (CMS), and; (iii) Medicare Conditions of Participation.

12. NON-DISCRIMINATION

The Parties agree there will be no discrimination in the performance of this MAA on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, sexual orientation (including gender identity), age, genetic history, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; (c) the Americans with Disabilities Act of 1990, as amended; (d) Section 1557 of the Patient Protection and Affordable Care Act and implementing regulations; (e) and applicable non-discrimination laws of the state of Washington (i.e., Washington Law Against Discrimination). The Parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion, or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities, and employment practices. The Parties will cooperatively work together to accommodate a Trainee with a documented disability, where required by law, ACGME accreditation standards, and College's policies and procedures.

13. INSURANCE and INDEMNIFICATION

- A. Each Party to this MAA will be responsible for the negligent acts and omissions of its own employees, officers, agents, or Trainees in the performance of this MAA. Neither Party will be considered the agent of the other. Neither Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a party to this MAA.
- B. College will indemnify and hold Affiliate harmless from any loss, claim, or damage arising from the negligent acts and omissions of College's employees, officers, agents, and Trainees.
- C. College will maintain a professional liability coverage program with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate or an equivalent program of self-insurance.
- D. Affiliate will indemnify and hold College harmless from any loss, claim, or damage arising from the negligent acts and omissions of Affiliate's employees, officers, agents, Trainees, and other workforce members.
- E. Affiliate will maintain a professional liability coverage program with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- F. If the conduct of both the Parties results in a loss under the foregoing provisions, the responsibility and indemnification obligations shall be allocated under the comparative negligence laws of the State of Washington. These indemnification provisions shall survive termination of this MAA.
- G. Upon request, both Parties will provide proof of coverage. College and Affiliate will notify the other in the case of material modification or cancellation of coverage, and will provide subsequent proof of coverage thereafter.

14. TERMINATION

This MAA shall continue in effect for ten (10) years from the Effective Date. This MAA may be renewed for one (1) subsequent five (5) year period upon the written mutual agreement of the Parties, unless terminated as provided herein. No earlier than six (6) months prior to the end of the sixth (6th) year of this Agreement, the parties shall meet and confer to review the terms of this Agreement to ensure all objectives and priorities are continuing to be met. If after the meet and confer the parties are unable to resolve any material disputes as it relates to operationalizing the MAA and residency programs, either Party may terminate this MAA upon eighteen (18) months prior written notice to the other Party, or upon mutual agreement of the Parties. Termination will not be effective for Trainees at Affiliate until they have completed their Training Experiences at Affiliate pursuant to the PITA. Notwithstanding the above meet and confer process, if either party's corporate and/or governance structure(s) changes such that it is impossible or impracticable for either Party to execute the terms and conditions of this MAA, each Party has the right to terminate this Agreement upon eighteen (18) months prior written notice to the other Party. Termination will not be effective for Trainees at Affiliate until they have completed their Training Experiences at Affiliate pursuant to the PITA.

15. NOTICE

All notices required herein shall be sent via certified or registered mail, return receipt requested, or by an overnight courier service to the relevant address listed below. A notice shall be deemed received three (3) business days after deposit in the U.S. mail or one (1) business day after delivery to an overnight courier service.

COLLEGE:

Washington State University
Elson S. Floyd College of Medicine
412 E. Spokane Falls Blvd.
Spokane, WA 99202-2131
Attn: James M. Record, MD, JD
Vice Dean, GME/CME/Partnerships
Designated Institutional Official
james.record1@wsu.edu
Ph: 509-368-6720

AFFILIATE:

Providence Health & Services – Washington
d/b/a Providence Sacred Heart Regional Medical Center
101 W 8th Avenue
Spokane, WA 99204
Attn: Chief Medical Officer

16. MISCELLANEOUS PROVISIONS

- A. Assignment: This MAA may not be assigned by either Party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld if the assignment is in the context of a merger between a Party and an affiliated entity of such Party provided, however, that the obligations of such Party under this MAA shall not be extinguished or otherwise affected by any such assignment.
- B. No Waiver: The failure by either Party hereto at any time or times to enforce any provisions of this MAA shall in no way be construed to be a waiver of such provisions or affect the validity of this MAA or any part thereof, or the right of either Party thereafter to enforce each and every provision in accordance with the terms of this MAA.
- C. Severability: In the event that any provision of this MAA is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this MAA, which shall remain in full force and effect and enforceable in accordance with its terms.

- D. Survival: Notwithstanding the termination of this MAA, the provisions of Section 13 relating to indemnification and insurance shall survive termination of this MAA.
- E. Governing Law: This MAA is to be governed and construed in accordance with the laws of the State of Washington.
- F. Captions: The captions or headings in this MAA are for convenience only and in no way define, limit, or describe the scope or intent of any provisions, articles, sections, or clauses of this MAA.
- G. No Third Party Beneficiary: Nothing in this MAA is intended to or shall create any rights or remedies in any third parties.
- H. Status of Trainees: Trainees will be considered employees of the designated Program Sponsor. Each Party does not and will not assume any liability under any law relating to worker's compensation on account of any Trainee in a Program Sponsored by the other Party that is performing, receiving training, or traveling pursuant to this MAA. Trainees shall only be entitled to a stipend and benefits as stated in their respective PITA, and any other normal and customary benefits afforded to Trainees as set forth in the MAA (i.e., parking) and as permitted by law. A Party shall not have any monetary obligation to the other (except as described in any FSA) for the other's Program or to Trainees of the other's Program by virtue of this MAA.
- I. Entire Agreement: This MAA, and the attachments hereto and incorporated references herein, shall constitute the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said MAA.
- J. Amendments: No modification, extension, or waiver of this MAA or any provision thereof shall be binding upon either the College or Affiliate unless reduced to writing and duly executed by both Parties.
- K. Counterparts: This MAA, and any amendment or supplement to this MAA, may be executed in two or more counterparts, each of which will constitute an original but all of which will together constitute a single instrument. Transmission by facsimile or electronic mail of a PDF of an executed counterpart signature page by a Party shall constitute due execution and delivery of this MAA by such Party and together such signature pages shall constitute a single enforceable instrument.

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17. SIGNATURES

The Parties executing this MAA below hereby certify they have the authority to sign this MAA on behalf of their respective Parties and that the Parties agree to the terms and conditions of this MAA as shown by the signatures below.

WASHINGTON STATE UNIVERSITY
ELSON S. FLOYD COLLEGE OF MEDICINE

PROVIDENCE HEALTH & SERVICES –
WASHINGTON D/B/A PROVIDENCE
SACRED HEART MEDICAL CENTER &
CHILDREN'S HOSPITAL

RECOMMENDED BY:

Daryll B. DeWald 3/14/23
Daryll B. DeWald, Ph.D. Date
Vice President and Chancellor,
WSU Health Sciences

James M. Record, MD, JD, FACP 3/14/23
James M. Record, M.D., J.D. Date
Interim Dean & Designated
Institutional Official

Susan Stacey 3/15/23
Susan Stacey Date
Chief Executive
Inland Northwest Service Area

Joel Gilbertson 3/15/23
Joel Gilbertson Date
Chief Executive
Central Division

APPROVED BY:

Kirk H. Schulz 3/14/2023
Kirk H. Schulz Date
President

APPROVED AS TO FORM

A. Schillinger 03/14/2023
Andrew Schillinger
Assistant Attorney General
Washington State Attorney's General's Office

MASTER AFFILIATION AGREEMENT
ELSON S. FLOYD COLLEGE OF MEDICINE
WASHINGTON STATE UNIVERSITY

**EXHIBIT A
PROGRAM LETTER OF AGREEMENT
BETWEEN
ELSON S. FLOYD COLLEGE OF MEDICINE AT WASHINGTON STATE UNIVERSITY
AND
[NAME OF HOSPITAL/INSTITUTION]**

This document serves as a Program Letter of Agreement ("PLA") by and between Washington State University, through the Elson S. Floyd College of Medicine's ("College") graduate medical education program in _____ ("Program"), and _____ ("Affiliate"), who is involved in resident/fellowship medical education.

This PLA is effective from the _____ day of _____, 20____, ("Effective Date") and will remain in effect for five (5) years, or until updated, changed, or terminated by the Program and Participating Site.

1. Persons Responsible for Education and Supervision

The supervising/teaching faculty listed below are responsible for the education and supervision of the Trainees:

- a. *[Insert name of Program Director]*
- b. *[Insert name of Site Director]*

2. Responsibilities

Affiliate will provide Trainees with a desirable clinical learning experience within the scope of healthcare services provided by Affiliate, in accordance with ACGME Requirements. The supervising faculty at Affiliate will devote sufficient time to the educational program to fulfill their supervisory and teaching responsibilities, will demonstrate a strong interest in the education of Trainees, and will maintain a clinical learning environment conducive to educating the Trainees in each of the ACGME competency areas. The supervising faculty will evaluate Trainee performance in a timely manner during each Training Experience and document this evaluation. The supervising/teaching faculty will also ensure that Trainees have the opportunity to evaluate the supervising/teaching faculty, Program Director, and the Training Experience.

3. Content and Duration of the Educational Experience

The content of the Training Experience has been developed according to ACGME Program Requirements, and includes the following:

- a. Goals/Objectives: To provide the additional experience necessary for the Program's Trainees/ in _____ *[Describe Educational Experience]* as part of their training in _____ *[Insert Specialty]*. The Goals & Objectives of this Training Experience are provided in Attachment A, which is herein incorporated by reference.
- b. The duration(s) of the assignment(s) to Participating Site is (are): [Indicate length or range of time; full or part time].
- c. In cooperation with the Program Director, the supervising/teaching faculty are responsible for the day-to-day activities of the Trainees to ensure that the goals and objectives are met during the course of the Training Experience.

3. Policies and Procedures that Govern Trainee Education

Trainees are governed by the ESFCOM GME Handbook and Program's GME Policies and Procedures, under the general direction of the College's Graduate Medical Education Committee, and by relevant WSU policies and procedures, and by Affiliate's relevant policies and procedures.

4. Termination

This PLA is effective for five (5) years beginning on the Effective Date. At the end of the five-year term, upon the written mutual agreement of the Parties unless terminated. Either Party may terminate this PLA upon written notice to the other Party no less than eighteen (18) months prior to the termination date, or upon mutual agreement of the Parties. Termination will not be effective for Trainees at Affiliate until they have completed their Training Experiences at Affiliate pursuant to the Physician In Training Agreement. In the event the MAA is terminated, this PLA shall also terminate.

SIGNATURES:

WASHINGTON STATE UNIVERSITY
ELSON S. FLOYD
COLLEGE OF MEDICINE

NAME

Name Date
Program Director

Name Date
Site Director, Specialty

Date
Associate Dean, GME & CME
Designated Institutional
Official

MASTER AFFILIATION AGREEMENT
ELSON S. FLOYD COLLEGE OF MEDICINE
WASHINGTON STATE UNIVERSITY

**ATTACHMENT A
PROGRAM EDUCATIONAL GOALS AND OBJECTIVES**

[Residency Program Name] Goals & Objectives

[Residency Program to Insert Goals and Objectives relevant to this Rotation]

FUTURE ACTION ITEM #9

WSU Pullman, Voiland College of Engineering & Architecture
Schweitzer Engineering Hall Design Phase Approval
(Leslie Brunelli/Elizabeth Chilton/Mary Rezac/Olivia Yang)

TO ALL MEMBERS OF THE BOARD OF REGENTS

SUBJECT: WSU Pullman, Voiland College of Engineering & Architecture Schweitzer Engineering Hall Design Approval

PROPOSED: That the WSU Board of Regents approve WSU Pullman, VCEA Schweitzer Engineering Hall Design approval and further delegate authority to the President or his designee to enter into any and all contracts necessary to complete the project within the budget.

SUBMITTED BY: Leslie Brunelli, Executive Vice President, Finance & Administration/CFO

SUPPORTING INFORMATION: Schweitzer Engineering Hall is the vanguard of VCEA's revitalized precinct on the Pullman Campus. The new facility will consolidate student services and provide formal and informal learning spaces, including capstone studios and maker spaces, while supporting an interdisciplinary community that drives student and faculty success. VCEA's revitalized precinct will act as an innovation hub that reflects the vibrancy and importance of our college's impact on the world while supporting the needs of future students.

Schweitzer Engineering Hall will reflect the vibrancy and importance of the College's impact on the world by:

- Attracting diverse and talented students to pursue their education at Washington State University;
- Drawing in industries that seek motivated, highly capable graduates to work in their emerging and high-demand career fields;
- Creating strong links between students, faculty, alumni, and industry;
- Positioning WSU as a premier destination for instructional and research faculty from around the world;
- Acting as a catalyst for innovative and collaborative research in emerging fields.

Project Schedule:

Design	May 2023- May 2024
Construction	May 2024 – January 2026

Project Budget:

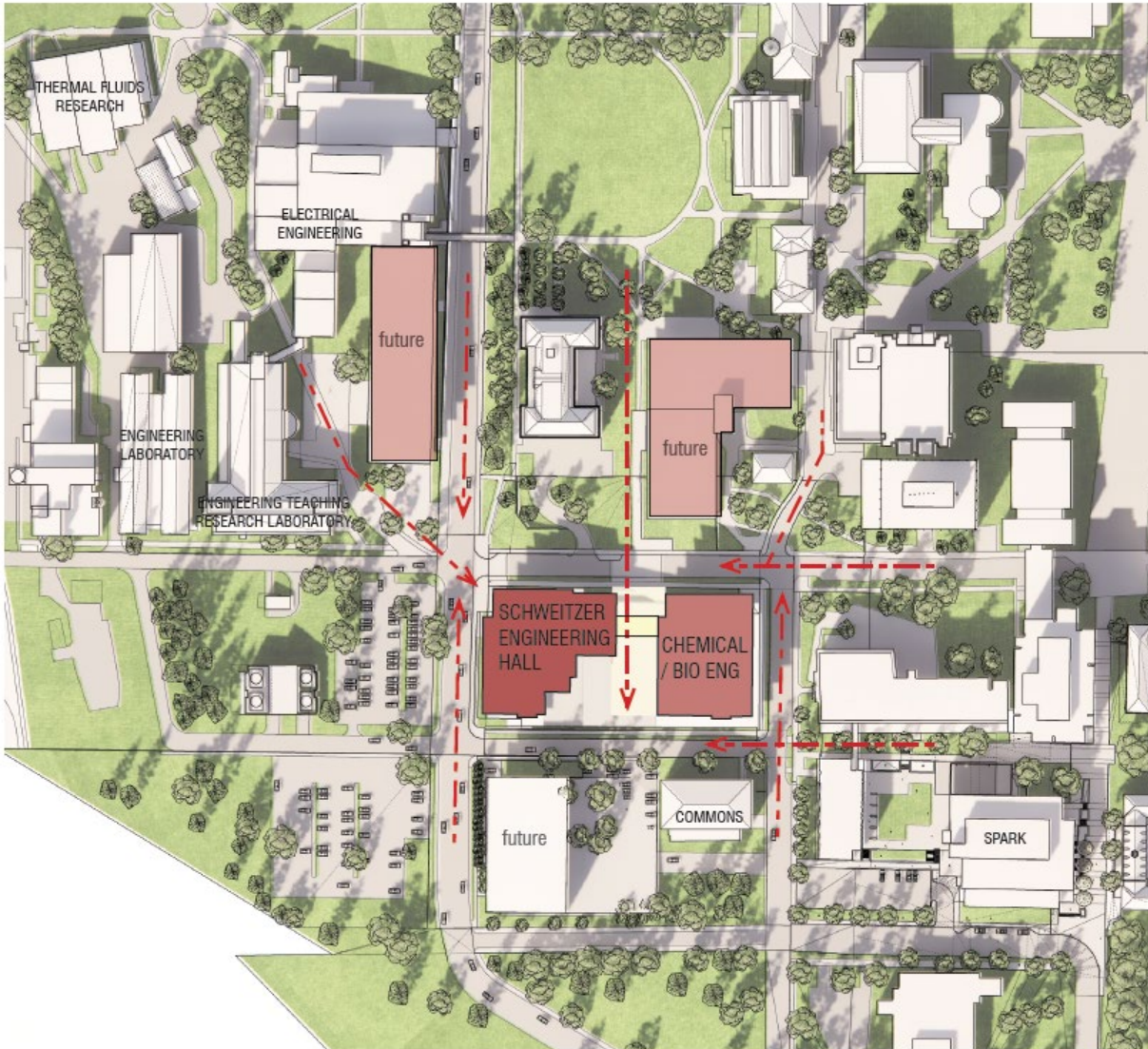
Construction (incl. contingency & sales tax)	\$67, 618,200.00
Professional Services (incl. energy audits)	\$3,928,800.00
Project Management	\$2,664,700.00
Moveable Equipment/Furnishings	\$3,610,800.00
Other	\$2,177,500.00
Total Project Budget	<u>\$80,000,000.00</u>

Source of Funds

FY2023-25 State Funds	\$40,000,000.00
Donor funds (\$36.2M pledged to date)	\$40,000,000.00
Total Source of Funds	<u>\$80,000,000.00</u>

ATTACHMENT: Attachment A - Aerial Site

Attachment A: Aerial Site



ACTION ITEM #1

Academic Year 2024-2025 Tuition Rates (Leslie Brunelli)

January 26, 2024

TO ALL MEMBERS OF THE BOARD OF REGENTS

SUBJECT: Academic Year 2024-25 Tuition Rates

PROPOSED: That the WSU Board of Regents set tuition rates for academic year 2024-25.

SUBMITTED BY: Leslie Brunelli, Executive Vice President, Finance and Administration/CFO

SUPPORTING INFORMATION:

State law authorizes the governing boards of the four-year higher education institutions to establish tuition rates. However, resident undergraduate rates are capped and may increase by no more than the average annual percentage growth rate in the median hourly wage for Washington for the previous fourteen years (RCW 28B.15.067 (1)). The maximum increase permissible for AY 2024-25 is 3.0 percent. Tuition rates for all student categories except resident undergraduates may increase or decrease without limit.

WSU proposes a tuition increase of 3.0 percent for the 2024-25 academic year for resident and non-resident undergraduate and graduate students. Proposals for professional and self-sustaining programs include a 2.6 percent increase in the self-sustaining Applied Economics program in the College of Agriculture, Human, and Natural Resource Sciences. Tuition for the Elson S. Floyd College of Medicine will be brought forward to the Board of Regents for approval in March 2024.

University leadership presented the proposals to the Student Government Council (SGC) in October 2023 to gain student feedback on the recommended rates. The SGC provided the attached letter in response to the proposed increases in undergraduate and graduate rates (Attachment A). The Applied Economics program is a one-year program and current students will not be impacted by the rate increase. If adopted, the new rates will be advertised as students are recruited for AY 2024-25.

The current full-time annual tuition rates for 2023-24 are shown in the following table along with proposed changes for academic year 2024-2025.

Tuition Rates	Current	Proposed	Change	%Change
Undergraduate Resident	\$10,976	\$11,305	\$329	3.0%
Undergraduate Non-Resident	\$27,052	\$27,864	\$812	3.0%
Undergraduate Resident Global Campus	\$10,976	\$11,305	\$329	3.0%
Undergraduate Non-Resident Global Campus	\$12,280	\$12,648	\$368	3.0%
Graduate Resident	\$12,675	\$13,055	\$380	3.0%
Graduate Non-Resident	\$27,842	\$28,677	\$835	3.0%
Graduate Resident Global Campus	\$12,675	\$13,055	\$380	3.0%
Graduate Non-Resident Global Campus	\$12,675	\$13,055	\$380	3.0%
Master of Nursing Resident	\$17,752	\$17,752	\$0	0.0%
Master of Nursing Non-Resident	\$33,224	\$33,224	\$0	0.0%
PharmD Resident*	\$24,878	\$25,724	\$0	0.0%
PharmD Non-Resident	\$30,104	\$30,104	\$0	0.0%
DVM Resident	\$26,774	\$26,774	\$0	0.0%
DVM Non-Resident	\$62,378	\$62,378	\$0	0.0%
DVM 4th Year Resident	\$38,376	\$38,376	\$0	0.0%
DVM 4th Year Non-Resident	\$73,980	\$73,980	\$0	0.0%
ESF College of Medicine Resident	\$40,891	\$42,118	\$1,227	3.0%
Masters in Athletic Training – Resident	\$13,074	\$13,074	\$0	0.0%
Masters in Athletic Training – Non-Resident	\$26,506	\$26,506	\$0	0.0%

**College of Pharmacy and Pharmaceutical Sciences is no longer requesting an increase to the Resident – Doctor of Pharmacy Degree Program.*

The Applied Economics degree program is a self-sustaining program and as such charges a per credit hour tuition rate. The current per credit rates for 2023-2024 are shown below, along with the proposed rates for academic year 2024-2025.

Tuition Rates	Current	Proposed	Change	%Change
Applied Economics	\$650	\$667	\$17	2.6%

ATTACHMENT: Attachment A – Student Government Resolution 2023.01

ATTACHMENT A: Student Government Resolution 2023.01

Proposed Tuition Increase FY' 24-25

The Student Government Council (SGC) of Washington State University

Resolution 2023.01

Approved by the SGC Voting Members on December 04, 2023

WHEREAS, the Student Government Council of Washington State University is composed of undergraduate and graduate-professional students from all six Washington State University (WSU) Campuses, who all pay the system wide set tuition rates as set by the Washington State University's Board of Regents;

WHEREAS, Article III of the Student Government Council's Bylaws states that SGC has the power to "adopt resolutions or position statements on issues related to needs and interests of WSU students";

WHEREAS, the Washington State University Budget Office has proposed a 3% increase in tuition for FY' 24-25, the maximum allowable increase for resident undergraduate students as determined by the Office of Financial Management, leading to a \$329 annual increase for resident undergraduates, an \$812 increase for non-resident undergraduates, a \$380 increase for resident graduates, and an \$835 increase for non-resident graduates;

WHEREAS, the core operating budget for FY24 is estimated at \$1.228 billion, with approximately 90% derived from tuition and state appropriations, and this funding is pivotal for managing expenses primarily consisting of salaries, wages, benefits, and operations;

WHEREAS, the proposed tuition increase is a response to several financial challenges, including a decline in enrollment since 2020, leading to reduced tuition revenue, and the impact of inflation as reflected in the Higher Education Price Index (HEPI) outpacing the rate of tuition increases;

WHEREAS, Washington State University upholds its core values rooted in the land-grant ideals, it is imperative to remind the institution that the proposed tuition increases pose a potential barrier to these very ideals. Access to education, a cornerstone of these land-grant principles, is at risk when financial burdens on students are heightened;

WHEREAS, costs in other expense areas for students, such as housing, groceries, and transportation, are also being increased due to inflation. The accumulation of these increases along with a 3% tuition increase puts an undue financial burden on students who may then not be able to afford higher education;

WHEREAS, the SGC recognizes the importance of balancing the need to maintain quality educational services and facilities with the imperative of keeping education affordable for students;

THEREFORE BE IT RESOLVED, the Student Government Council of Washington State University does not oppose a tuition increase for FY' 24-25 as we understand an increase is

necessary for the university. However, we urge the Board of Regents to consider adopting a 2.5% tuition increase to lessen the burden on students. This would lead to a \$274 annual increase for resident undergraduates, a \$676 increase for non-resident undergraduates, a \$317 increase for resident graduates, and a \$696 increase for non-resident graduates. Further, we urge Washington State University administration to intensify legislative efforts for increased state appropriations to mitigate the financial burden on students and ensure the continued provision of high-quality and accessible education and services; and

BE IT FURTHER RESOLVED, the Student Government Council of Washington State University recommends that the University administration continues to explore and implement cost-saving measures and seek additional revenue sources that do not disproportionately impact students.

BE IT FURTHER RESOLVED, the Student Government Council of Washington State University is committed to partnering with WSU Governmental Relations to pursue legislative efforts that will result in an increase of state appropriations.

Hollee Seaward

Hollee Seaward
President, ASWSU Everett

Abigail Chandos

Abigail Chandos
President, ASWSU Global

Luke Deschenes

Luke Deschenes
President, ASWSU Pullman

Anna Schmidt

Anna Schmidt
President, ASWSU Health Sciences

Sophia Gourley

Sophia Gourley
President, ASWSU Tri-Cities

Diana Luis-Contreras

Diana Luis-Contreras
President, ASWSU Vancouver

Ajay Barman

Ajay Barman
President, WSU GPSA

ACTION ITEM #2

WSU Foundation – Proposed Amendments to Investment Policy Statement (Leslie Brunelli/Mike Connell)

January 26, 2024

TO ALL MEMBERS OF THE BOARD OF REGENTS

SUBJECT: Proposed amendments to the Investment Policy Statement and Spending Policy (Investment Policy Statement) for the Consolidated Endowment Fund

PROPOSED: That the Board of Regents approve the proposed amendments to the Investment Policy Statement

SUBMITTED BY: Leslie Brunelli, Executive Vice President, Finance & Administration/CFO
Mike Connell, Vice President for Advancement & WSU Foundation CEO

SUPPORTING INFORMATION: The Investment Policy Statement applies to both University endowed assets and Washington State University Foundation endowed assets, collectively referred to in the Washington State University Foundation Consolidated Endowment Fund (Fund).

The proposed changes seek to: (i) clarify the scope of the Investment Policy Statement to include all institutional funds held for investment and to exclude planned gift assets; (ii) recognize the WSU Foundation as the principal entity for promoting, receiving, and managing private gifts and support; (iii) require the Chair of the Board of Directors and the Chair of the Investment Committee to appoint committee members jointly; (iv) require the Chair of the Investment Committee to report at least annually to the Board of Directors and the Board of Regents; (v) reference the recently adopted Washington Nonprofit Corporation Act, RCW 24.03A; (vi) allow waiver of 1.5% management and advancement fee at the joint discretion of University President and Foundation CEO; and (vii) update Appendices A (asset class allocations) and B (asset class benchmarks). A few other revisions were made to sections without changing their meaning.

The proposed amended Investment Policy Statement was reviewed by the Foundation Investment Committee on May 30, 2023, and is recommended to the Board of Regents for approval. The proposed amended Investment Policy Statement was approved by the Foundation Board of Directors at its October 13, 2023 meeting.

ATTACHMENT: [Consolidated Endowment Fund Investment Policy Statement](#) (Draft Redline Version)

**Washington State University Foundation
Consolidated Endowment Fund**

**Investment Policy Statement and Spending Policy
(~~October 2021~~_____2023)**

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1. Purpose and Background

PURPOSES/ROLE: The Investment Committee, a standing fiduciary committee established under the Restated Bylaws of the WSU Foundation, is responsible for investments, reinvestments, and general management of all property and assets held for investment by the WSU Foundation, excluding planned gift assets held in trust or agreement by the WSU Foundation, and including those University assets entrusted to the WSU Foundation for investment management under contract with the University. This Investment Policy Statement and Spending Policy (Investment Policy Statement) ~~only~~ applies to the endowed assets of the WSU Foundation and University, ~~and not the planned gift assets of the WSU Foundation.~~ The Investment Committee develops investment policies, to be presented to the Board of Directors for approval, for investing capital of the WSU Foundation, along with a consistent monitoring of investment performance and investment management, per its Investment Committee Charter, as amended from time to time. A copy of the Investment Committee Charter in effect on the date of this Investment Policy Statement and Spending Policy is attached as Appendix D.

BACKGROUND:

Washington State University Foundation (WSU Foundation) was established as a Washington nonprofit corporation in 1979. It is recognized by the Internal Revenue Service as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. The WSU Foundation's mission is to promote, accept, and maximize private support for programs, initiatives, and properties of Washington State University (University), and prudently manage, invest, and steward the assets entrusted to it by the University and its alumni, friends, and donors. WSU Foundation is a separate and independent entity from the University and is neither a state agency nor its functional equivalent.

The University has contracted with the WSU Foundation to be the principal sole entity for promoting, receiving, and managing all private gifts to the University as set forth in the Agreement between Washington State University and Washington State University Foundation ("Agreement"). Pursuant to the Agreement, the WSU Foundation actively solicits alumni and friends of the University on behalf of the University. Some donor's gifts are intended to create endowments. These endowments may be titled in the name of the WSU Foundation or the University depending on the donor's intent.

The Washington State University Foundation Consolidated Endowed Fund Investment Policy Statement and Spending Policy applies to WSU Foundation assets held as endowments as well as University endowed assets entrusted to the WSU Foundation for investment management under the Agreement. These endowed assets are managed by the WSU Foundation as part of the Washington State University Foundation Consolidated Endowment Fund (Fund). The Fund is an institutional fund (as that term is defined in RCW 24.55.010(4)). There are two components to the Fund, reflecting the sources of the Fund's corpus:

- a. WSU Foundation's endowed assets consists of permanent endowments, quasi-endowments and funds building to target (the endowment is funded over a period of time).

- b. University's endowed assets consists of permanent endowments, quasi-endowments and funds building to target (the endowment is funded over a period of time).

Distributions from the Fund are made quarterly in accordance with the spending policy, set out in Section 4.1.1 hereof and mutually agreed upon by the Directors and the Regents. Furthermore, the Committee shall report, at least annually, to the Directors, the Regents, and University administration the investment performance against benchmarks.

The WSU Foundation Board of Directors (Directors) are fiduciaries for the WSU Foundation's endowed assets. The Washington State University Board of Regents (Regents) are fiduciaries for the University's endowed assets. Pursuant to the Agreement, and subject to this policy, the Directors, the WSU Foundation, and the WSU Foundation Investment Committee (Committee), as appropriate, are responsible for the investment and management of the WSU Foundation's endowed assets and the University's endowed assets.

COMPOSITION/APPOINTMENT/REPORTING:

The Investment Committee is comprised of at least seven (7), but not more than eleven (11) appointed members (voting) and select ex officio members (non-voting). The Regents appoint two (2) of these voting members, one a member of the Regents, the other a Regent or a volunteer with investment expertise and experience selected upon consultation with the Committee, subject to notice to the Directors. These members serve a one-year (1-year) renewable term upon appointment by the Regents. The other Committee members are appointed jointly by the Chair/~~President~~ of the Board of Directors and the Chair of the Investment Committee; ~~are~~ selected from Board members or volunteers with investment expertise and experience upon consultation with the Committee, and subject to approval of the Directors and notice to the Regents. These members serve a four (4) year term renewable upon appointment by the Chair/~~President~~ of the Board of Directors and the Chair of the Investment Committee. Ex officio (non-voting) seats are designated by the Directors pursuant to the Charter and shall always include at least one (1) University representative and one (1) Audit Committee Member. As of the date of the adoption of this Investment Policy, the Chief Financial Officer and Executive Vice President for Finance and Administration (CFO/EVPFA) of WSU, the CEO of the WSU Foundation, and the Chief Financial Officer of the WSU Foundation or their designee are ex officio members of the Investment Committee. The Committee Chair must be a Director. The Chief Financial Officer of the WSU Foundation or ~~their~~ designee serves as Secretary to the Committee. Investment policy and guidelines, as well as performance against benchmarks shall be reported by the Committee Chair, at least annually/quarterly, to the Board of Directors, and the Board of Regents of the University and University administration.

MEETINGS: The Investment Committee will meet at least four (4) times a year, -with two (2) of the meetings held at the WSU Foundation's Annual Fall Meeting and Spring Meeting.

2. Allocation of Responsibilities

This section describes and delineates the responsibilities of the key parties to the Fund's investment process. The Directors and the Regents, as the governing boards for the WSU Foundation and the University, respectively, have a responsibility to set investment and spending policy with respect to the endowed assets of each entity in the Fund, and to review

and approve any changes thereto. Management and investment of the Fund may be delegated to the extent that the WSU Foundation and/or the University may prudently delegate under the circumstances. In delegating, the Directors and the Regents shall act in good faith and with the care that an ordinarily prudent person in a like position would exercise under similar circumstances.

The responsibilities identified in this section and elsewhere in this policy delineate the scope of the respective delegations by the Directors and the Regents, and the authority retained.

2.1 Governing Boards – Board of Directors (WSUF) and Board of Regents (WSU)

2.1.1 Directors WSU Foundation

The Directors provide performance accountability, membership oversight, and governance evaluation for the Committee. The Directors' responsibilities are to:

- a. Approve the Investment Committee Charter, annually.
- b. Approve the Investment Policy Statement, and changes to the Investment Policy Statement as it relates to the WSU Foundation endowed assets.
- c. Assess Fund performance against annual goals.
- d. Review and approve final Directors-appointed candidates for open positions on the Committee, as recommended by the Committee, including additional *ex officio* members, Committee Chair, and Committee Vice Chair.
- e. Annually review the operational performance of the Committee and its members.
- f. Review member de-selection recommendations as submitted by the Committee Chair, approve de-selection recommendations of Directors-appointed members, and forward de-selection recommendations of Regents-appointed members to Regents for approval. De-selection does not include normal end-of-term roll-off of members.
- g. Maintain “best in class” operations by periodically assessing Committee performance and evaluating changes in: the roles and responsibilities of Committee and staff; the structure and composition of the Committee; the characteristics and qualifications of Committee Chair and members; and the Committee support model.
- h. Address problems with Committee operations as they arise.
- i. Identify a group of higher education institutions where the WSU Foundation can benchmark its results with endowments similar in size.

2.1.2 Regents WSU

The Regents' responsibilities are to:

- a. Approve the Investment Policy Statement and changes to the Investment Policy Statement as it relates to University endowed assets.

- b. Review and approve Regents-appointed Committee members.
- c. Annually review the operational performance of the Fund and the actions of the WSU Foundation, its Directors, and the Investment Committee in their role as manager of University endowed assets in order to monitor performance and compliance with the scope of the delegation of management of University endowed assets.
- d. Review and approve de-selection recommendations from the Committee of Regents-appointed members. De-selection does not include normal end-of-term roll-off of members.

2.2 WSU Foundation Investment Committee

2.2.1 Duties

The Investment Committee is responsible for implementation of this Investment Policy [Statement](#), and for investing capital, monitoring and reviewing investment performance, establishing appropriate benchmarks, and investment management. It may delegate fulfillment of investment and administrative tasks to others. The Committee's responsibilities with respect to the Fund's assets include completing each of the duties below in a prudent manner:

- a. Exercise ordinary business care and prudence under the facts and circumstances prevailing in managing and investing the assets of the endowment. Specific factors guiding the Committee in managing and investing the assets are:
 - 1. General economic conditions;
 - 2. Effects of inflation and deflation;
 - 3. Expected tax consequences of investment decisions;
 - 4. Role of each investment in fund portfolio;
 - 5. Expected total return from income and growth of investments;
 - 6. Other University resources;
 - 7. Needs for the fund to make distributions and preserve capital;
 - 8. An assets special relationship or special value to the University's mission;
 - 9. To incur only costs that are appropriate and reasonable in relation to the Fund's assets;
 - 10. Make reasonable effort to verify facts relevant to the management and investment of the Fund; and
 - 11. Annually review Investment Policy Statement and Spending Policy.

- b. Act in good faith and with the care that an ordinarily prudent person in a like position would exercise under similar circumstances in delegating management and investment of the Fund to an external agent in:
 - 1. Selecting the agent;
 - 2. Establishing the scope and terms of the delegation; and
 - 3. Reviewing and monitoring the agent's performance.
- c. Act in good faith and with the care that an ordinarily prudent person in a like position would exercise under similar circumstances in making decisions to appropriate for expenditure or accumulate Fund assets, taking into consideration:
 - 1. Duration and preservation of the endowment fund;
 - 2. Purposes of the University and the endowment fund;
 - 3. General economic conditions;
 - 4. Possible effect of inflation or deflation;
 - 5. The expected total return from income and the appreciation investments;
 - 6. Other resources of the University
 - 7. This Investment Policy [Statement](#).
- d. Comply with all applicable state and federal laws, regulations, and rulings that relate to the Fund's investment management process.
- e. Recommend Investment Policy [Statement](#) and Spending Policy changes to the Directors and the Regents.
- f. Operate within the allocation ranges of the Investment Policy [Statement](#).
- g. Establish and review objectives, asset allocation, and guidelines for the investment of the Funds' assets.
- h. Establish and comply with policies addressing issues that may result in perceived or actual conflicts of interest (including but not limited to relationships with investment managers or other firms doing business with the Fund and receipt of gifts or entertainment above a certain dollar value from firms doing business with the Fund) and other governance issues.
- i. Select qualified external investment managers to manage the Fund's assets.
- j. Select other service providers it deems appropriate to carry out its function, including, but not limited to, independent investment consultant(s).

- k. Meet quarterly to evaluate policy compliance, review progress in achieving the Fund's goals, and assess the effectiveness of the investment program.
- l. Evaluate the Fund's performance and the performance of the professionals hired to assist the Committee in managing the Fund's investment program.
- m. Communicate on a regular basis with the investment consultant.
- n. Periodically review and evaluate ongoing understanding and relevance of investment policies of commingled funds in which Fund assets are invested.
- o. Take appropriate action if objectives are not being met or if policy and guidelines are not being followed.
- p. Keep the Audit Committee informed of any laws, regulations, rulings or investment decisions that might affect the annual audit of the WSU Foundation.
- q. Keep the Finance Committee informed of any changes to the spending rate applicable to the endowed Fund.

2.3 Chair of the Committee

The Chair of the Investment Committee shall be a member of the Board of Directors.

The Chair is responsible for the following duties:

- a. Provide leadership in the conduct of Committee responsibilities and preside at Committee meetings.
- b. Report Committee activities and actions and Fund performance at meetings of the Directors and the Regents.
- c. Communicate on behalf of the Committee, as the Committee speaks with one voice through the Chair.
- d. Manage the Committee member performance review and de-selection process. Participate in new member orientation sessions.
- e. Collaborate with the WSU Foundation's CFO or their designee on developing meeting agendas and meeting locations.

2.4 WSU Foundation CFO

The WSU Foundation CFO or ~~their~~ designee is responsible for the following duties:

- a. Assist the Committee in maintaining relevant policies and procedures.
- b. Coordinate contract reviews and execution.
- c. Day-to-day relationship management of investment program service providers.

- d. Act as liaison between the Committee and investment program service providers.
- e. Execute asset allocation and rebalance upon consultation with the investment consultant and Chair, as needed.
- f. Provide direction letters to the investment managers, bank custodian, and consultant.
- g. Determine liquidity needs and communicate same to appropriate service providers.
- h. Provide reports to internal and external constituencies as required.
- i. Develop meeting agendas and collaborate with Committee Chair and appropriate service providers, as needed.
- j. Provide orientation to new Committee members.

2.5 Custodian Bank

Fund assets will be held by an institution designated as the Custodian Bank ~~to who shall~~ manage, control, and collect the assets of the Fund in accordance with the terms of a separate custodial agreement as well as the terms of this Investment Policy Statement. The custodian bank for the Fund is responsible for:

- a. Fulfilling all the customary fiduciary duties of a custodian in accordance with applicable state and federal laws.
- b. Receiving all contributions and paying all disbursements and Fund expenses as directed by designated and authorized ~~S~~staff.
- c. Safekeeping of assets, timely settlement of securities transactions, and the daily sweep of excess cash from manager accounts into suitable cash management vehicles.
- d. Accurate and timely reporting of the assets to ~~S~~staff by individual manager account(s), investment pool, and total Fund.
- e. Coordinating asset transfers as requested by ~~S~~staff.
- f. Meeting with ~~S~~staff as requested.

2.6 Investment Managers

The manner in which the Funds' investment objectives are to be accomplished and the account ability of the investment managers in seeking to achieve the investment objectives shall be consistent with the fiduciary provisions of RCW 24.03A, Washington Nonprofit Corporation Act, and RCW 24.55, ~~and the~~ Prudent Management of Institutional Funds Act, and other pertinent state and federal laws, regulations, and rulings that relate to the investment process.

The investment managers are given full discretionary authority to accomplish specific investment objectives of the Fund, subject to the guidelines set forth in this Investment Policy Statement. The investment managers are responsible for the following:

- a. Implementing investment strategy according to the style for which they were hired.
- b. Implementing security selection and timing decisions.
- c. Providing reports and data as requested by the Committee, Staff, bank custodian, and/or investment consultant.
- d. Meeting with the Committee and Staff as requested.
- e. Voting proxies.

Investments in pooled funds shall be subject to the Investment Policy guidelines established by the respective fund managers.

2.7 Investment Consultant

The Investment Consultant is responsible for the following:

- a. Assist the Committee and Staff in maintaining a relevant investment policy.
- b. Evaluate and report performance of Fund assets on a quarterly basis.
- c. Monitor and report any material changes in personnel, organization, or investment strategy of the Funds' investment managers.
- d. Proactively suggest improvements to the Funds' investment program.
- e. Identify appropriate investment manager candidates.
- f. Provide investment expertise and analyses, as needed by the Committee and Staff.
- g. Establish and regularly review manager structure guidelines for the Fund's components.
- h. Keep the Committee informed of current investment trends, issues, and material changes in the regulatory environment.
- i. Evaluate investment opportunities.
- j. Recommend asset allocation and manager allocation targets.
- k. Recommend asset manager finalists.
- l. Annually, provide results of selected benchmark schools for the Committee to track.

3. Investment Objectives

The investment objectives of the Fund reflect its long-term nature and intergenerational equity concerns. It is recognized that the desire to grow corpus and to produce a large, stable, and predictable payout stream involves trade-offs that must be balanced in establishing the investment and spending policies. Operating and philosophical considerations shape the Fund's objectives as outlined below:

- a. Produce a relatively predictable and stable payout stream each year.
- b. Maintain purchasing power of the assets over the investment horizon.
- c. Balance the support of present and future generations of students, faculty, facilities and programs.
- d. Include assets that provide inflation protection and assets that can drive long-term growth.

3.1 Total Fund Return Objectives

The Fund has multiple investment return objectives:

- a. The long-term total rate of return should equal or exceed the endowment spending rate (5.5% as of the date of adoption of this Investment Policy Statement, consisting of 4.0% for donor restricted purposes and 1.5% for WSU Foundation management fee) plus the increase in the Consumer Price Index. It is recognized that in order to achieve this objective over extended periods, endowments have had to exceed the objective substantially during some periods, such as the 1980s, in order to compensate for shortfalls during other periods, such as the 1970s and 2000s.
- b. The Fund is expected to produce a rate of return that at least matches that of the benchmarks, which are set out in Appendix B. Investment policy and benchmarks in Appendix B are subject to change with approval by the Directors upon consultation with the Committee, its Investment Consultant and ~~S~~staff. Risk (as measured by standard deviation of quarterly returns) should not exceed that of the Policy Portfolio without a corresponding increase in performance above the Policy Portfolio.

3.2 Investment Strategy Objectives

Achieving these objectives requires a combination of investment strategies that are categorized by differences in their expected response to economic conditions, specifically price inflation or changes to interest rates, and weighted in the Fund by considering risk-adjusted returns and correlations. Broad categories considered in asset allocation are: domestic equities, international equities, alternative investments (private equity, private real assets, hedge funds, managed futures, commodities and derivative contracts), inflation hedge strategies, and fixed income.

The Directors and the Regents recognize that asset allocation decisions are the most important factors determining the long-term performance of the Fund, and the success of the investment management strategy. Asset allocation decisions shall be made by the Directors and the Committee as described herein. The Fund's allocation to equities and fixed income and alternative investments shall be approved by the Directors with input from the Committee, its Investment Consultant, and ~~S~~staff based upon the current spending policy and estimates of the long-term investment performance likely to be achieved by the various asset classes and investment styles.

Appendix A sets out the current target and minimum and maximum investment by percentage for identified asset classes. Appendix A is subject to change with approval by the Directors upon consultation with the Committee, its Investment Consultant, and ~~S~~staff. The Committee Chair shall inform the University of any changes to Appendix A within ten (10) days of approval of the change. Operating and philosophical considerations that shape the Fund's strategies are outlined below:

- a. Seek growth of assets by emphasizing equity investments with a mix of active and passive investment strategies, while avoiding excessive risk levels.
- b. Favor active investment strategies that offer the opportunity for the total portfolio to outperform in very poor markets and some opportunity for the total portfolio to participate in exceptionally strong markets.
- c. The acceptable risk profile for the Foundation should generally be to assume the lowest possible risk for the return goal desired. While negative returns in any single year may be unavoidable, over longer terms, asset allocations should be selected which are expected to achieve overall positive portfolio returns. In order to assess and monitor portfolio risk, the Investment Committee will review its asset allocation policy and asset allocation at least annually. Risk can be construed to include multiple different outcomes including loss of principal, failure to meet an expected return, or volatility of investment returns around an expected mean (standard deviation). The Investment Committee's policy regarding investment risk, consistent with modern portfolio theory, is that risk cannot be eliminated but should be managed. Investment committee members, with the help of the External Investment Manager and investment managers, are responsible for understanding the risks inherent in various investment strategies, ensuring that they are properly compensated for these risks, and measuring and monitoring them. It should be considered in the hiring of new investment managers as well as in the continued monitoring of existing investment managers and the overall portfolio. Risk should also be considered in the selection of individual asset classes and the overall

portfolio asset allocation. Most importantly, the level of overall portfolio risk taken should be consistent with the overall return objectives of the Foundation.

3.3 Domestic Equities

The purpose of holding domestic equity securities is to provide long-term capital growth through participation in the growth of the U.S. economy. The objective of the domestic equity portfolio is to earn, over the long term, an average annual total return, net of fees, that at least matches that of the Dow Jones U.S. Total Stock Market Index.

3.4 International Equities

The purpose of holding international equities is to expand the universe of capital growth opportunities and diversify economic risk. The objective of the international equity portfolio is to earn, over time, an average annual total return, net of fees, that at least matches that of the MSCI All Country World ex-U.S. Index.

3.5 Alternative Assets – Private Equity

The purpose of investing in private equity ~~partnerships~~ (including venture capital and leveraged buyouts ~~limited-partnerships~~) is to expand the universe of capital growth opportunities, with the potential to enhance the return of the portfolio, by investing in the non-public sector of the equities market. The objective of the private equity portfolio is to earn, over the long term, an average annual total return, net of fees, that exceeds the Burgiss Global Private Equity Index or such other private equity benchmark, as might be appropriate.

3.6 Alternative Assets - Hedge Funds

The purpose of investing in hedge funds is to enhance diversification by providing returns that are not dependent on the direction of the stock market or interest rates and are less correlated with the U.S. equity and bond markets than conventional stock and bond managers. The objective of the hedge fund portfolio is to earn, over the long term, an average annual total return, net of fees, that exceeds Hedge Fund Research, Inc. Fund of Funds Composite Index.

3.7 Alternative Assets – Real Assets

The purpose of investing in real assets (including real estate and natural resources ~~partnerships~~) is to provide attractive returns, visible current cash flows, portfolio diversification, and a hedge against unanticipated inflation. Real assets are expected to provide relative stability to the Fund during periods of public market turmoil and provide a measure of protection against inflation. The objective of the inflation hedge is to earn, over the long term, an average annual total return, net of fees, that exceeds a custom real assets benchmark (consisting of illiquid real estate, liquid and illiquid natural resources and TIPS).

3.8 Inflation Protected Fixed Income

The purpose of investing in inflation protected fixed income (TIPS) is to provide visible current cash flows, portfolio diversification, and a hedge against unanticipated inflation. TIPS are expected to provide relative stability to the Fund during periods of public market turmoil but tend to impose a drag on performance during bull markets. The objective of TIPS is to earn, over the long term, an average annual total return, net of fees, that at least matches that of the Bloomberg Barclays Capital U.S. TIPS Index

3.9 Fixed Income

The purposes of the fixed income investments are to provide some protection against financial disruptions and periods of deflation, to provide higher current income than equities to help meet the spending requirements, and to mitigate the volatility of the Fund. The objective of the fixed income portfolio is to earn, over the long term, an average annual total return net of fees that at least matches that of the Bloomberg Barclays Capital Aggregate Bond Index.

4. Policy Guidelines

4.1 Spending Policy/Rebalancing/Cash Flow Management

In rebalancing, investing, or withdrawing cash in accordance with these provisions, the percentages specified shall be determined with reference to the market values set forth in the most recent bank custodian balances when available and taking into account the cash to be invested or withdrawn.

4.2 Spending Policy

Funds flow from the Fund to the University for the purposes specified in the donor agreements or governing gift instruments and to the WSU Foundation for operating support (Spending Policy). The ~~Fund s~~Spending ~~p~~Policy is intended to balance the competing goals of providing a stable payout stream each year ~~with~~ while maintaining the purchasing power of the Fund assets. The Spending pPolicy takes into consideration the following factors:

- Duration and preservation of the Fund;
 - Purposes of the University and the Fund;
 - Possible effect of inflation or deflation;
 - Expected return from income and appreciation of investments;
 - Other University resources; and
 - The ~~Fund~~ Investment Policy Statement.
- a. Withdrawals shall be made from the Fund only pursuant to ~~theis s~~Spending ~~p~~Policy and in consideration of the factors listed in Section ~~24.2~~ of ~~theis s~~Spending ~~p~~Policy

regarding appropriation of Fund assets for expenditure or accumulation of Fund assets.

- b. The ~~s~~Spending ~~p~~Policy is for the Fund to distribute 5.5% per year. Individual accounts shall receive ~~4.0%~~ pursuant to the terms in the gift use agreement or gift instrument, with 1.5% for Management and Advancement fees, from all funds in the pool.
- c. Distributions are computed quarterly based on the average market value for the thirty-six (36) months preceding and including the quarter ended prior to the distribution date, adjusted for new gifts on the first day of the distribution quarter, hereinafter referred to as the “distribution calculation.”
- d. Distribution calculations shall begin when the fund reaches the established minimum endowment level or target balance specified in the gift instrument.
- e. Distributions from the Fund will be computed quarterly based on the average market value for the thirty-six (36) months preceding and including the quarter ended prior to the distribution date. (For example, the September 30, 2009, distribution was based on monthly market values for the period July 31, 2006, through June 30, 2009).
- f. No distributions will be made from an individual endowment fund to a program, until it has reached the established minimum endowment level or the target balance specified in the gift instrument and at least one (1) full quarter investment history after reaching that threshold balance.
- g. Distribution of the 1.5% Management and Advancement fee for administration cost shall only be waived pursuant to the terms in the gift used ~~agreement~~ or at the discretion of the University President and WSU Foundation CEO.
- h. Fund distributions will include cash-basis expenses for scholarships, instructions, professorships, capital, operating, and administrative costs of the WSU Foundation and University. Investment-related expenses (e.g., investment manager and investment consultant fees, custody charges, etc.) will be charged against the Fund’s investment return, and are not considered a part of the 5.5% annual distribution.
- i. In addition to annual reviews, if the Fund’s real return (nominal return minus CPI) falls below 5.5% over the previous three-year (3-year) rolling time period, the Investment Committee should review and make a recommendation to the Directors and Regents in the next reporting cycle for purposes of determining whether to revise the rate.
- j. Market downturns present a particular challenge in balancing the goals of a stable payout stream and maintaining purchasing power. In a market downturn, individual endowment funds may have a market value that is less than the corpus (principal) of the fund; such a fund is defined to be “underwater” for purposes of this policy. A distribution from an underwater fund results in a reduction of principal. The decision to distribute or not distribute from an underwater fund depends initially on the donor’s expressed written instructions. If the donor

specifies that the principal (corpus) may not be invaded, or places other restrictions on spending, then distributions from that fund shall be made in accordance with the donor's restrictions. For all other funds, distributions shall be made consistent with the prudence principles herein and as stated in RCW 24.55 (UPMIFA), with an emphasis on the duration of the fund. All determinations herein shall be made based on fund values on the end date of the distribution calculation period, e.g., the value of the given fund on the quarter ended prior to the distribution date.

~~k. No~~ Distributions shall be made ~~shall be made to from~~ any individual endowment fund ~~whose having a~~ market value ~~is of~~ 30% or more below the total amounts contributed to the fund.

4.3 Rebalancing/Cash Flow Management

Rebalancing and cash flow management will be made in amounts and proportions intended to preserve the asset allocation targets set forth in attached Appendix A.

Rebalancing will be undertaken when the allocations fall outside of the ranges specified in Appendix A. The Investment Consultant should recommend to the ~~S~~staff, Chair of the Committee or Committee any portfolio changes, as appropriate. The staff will execute the rebalancing process through written instruction to the Fund's custodian and investment managers.

4.4 Usage of Derivatives

The Committee recognizes that investment managers have come to use various derivative instruments and that the prudent use of such instruments can be advantageous for controlling portfolio risk, increasing returns, implementing strategies quickly and reducing costs. Accordingly, the Committee permits the use of derivative securities only in a manner consistent with the overall investment objectives and policies described herein.

4.4.1 Derivatives may be used by the WSU Foundation's investment managers to hedge existing portfolio investments (e.g., to hedge the currency risk of a foreign stock or bond position) or to create un-leveraged investment positions as a more efficient and cheaper alternative to investments that would otherwise be made in the cash market (e.g., purchasing Treasury bond futures contracts). Derivatives may not be used by marketable securities managers to leverage a portfolio or significantly increase its risk above that of an account with similar objectives that is managed without derivatives. Use of derivatives by a manager, other than as described in this paragraph, is permitted only if authorized by the Committee. This provision does not apply to investments with absolute return or hedge fund managers.

4.4.2 The Committee expects that its investment managers utilizing derivatives will have in place processes and procedures to control and measure risk.

4.5 Proxy Voting

The Committee acknowledges its responsibility for seeing that the proxy voting rights for securities held by the Fund are exercised in a prudent manner and in the best interests of the Fund beneficiaries. The Committee may delegate their proxy voting rights to the

investment managers of the Fund, or to another qualified agent that acknowledges that it will function as a fiduciary with respect to exercising proxy voting rights. Any such third party shall provide a complete listing, no less frequently than annually, of the issues for which proxies were voted and how the votes were cast. Proxy voting responsibilities have been delegated by the Committee to the investment managers.

4.6 Securities Lending

The Committee may allow for the lending of Fund securities, to earn additional income for the Fund, pursuant to a securities lending policy that is consistent with the investment objectives of the Fund. The Committee may delegate securities lending activities (including the management of collateral received for the borrowed securities) to a qualified securities lending manager that acknowledges that it will function as a fiduciary with respect to the lending of Fund securities (and the management of collateral received) to the extent that the securities lending manager exercises discretionary authority under the securities lending agreement. Any such third party shall provide a complete accounting, no less frequently than annually, of the lending activities and income earned by the Fund.

4.7 Cougar Investment Fund

The Directors and Regents deemed it prudent to allocate a one-time amount of one million dollars (\$1,000,000) from the Fund to the Cougar Investment Fund (CIF). The CIF is managed by students as the central component of a special section of an approved professor of Investments and Portfolio Theory and Risk Management classes. The portfolio is subject to risk controls, oversight, and reporting guidelines specified in a separate Memorandum of Understanding. In addition to providing the Fund with organizational diversification within the large cap core U.S. equity portfolio, the CIF provides valuable experience to the students in applied securities analysis and portfolio management and enhances the University's ability to attract and retain quality, high-achieving students.

4.8 Conflicts of Interest

No Committee member should be placed in a conflict of interest position.

All persons responsible for investment decisions, including Committee members, or who are involved in the management of the WSU Foundation or who are consulting to, or providing any service whatsoever to the Committee, shall adhere to the WSU Foundation Conflicts of Interest Policy, attached as Appendix C. Updated policy attached.

This provision shall not preclude the payment of ordinary fees and expenses to the WSU Foundation's custodian(s), investment managers, or Investment Consultant in the course of their services on behalf of the WSU Foundation.

Further, this provision does not replace obligations under the Washington State Ethics Act, which applies to all state officers and state employees.

5. Monitoring of Objectives

5.1 The Committee will normally review the Fund's asset allocation, manager team, and performance at least quarterly in order to evaluate diversification and progress toward long-term objectives, and will direct the CFO of the WSU Foundation or their designee to make such review, or have such review made by a consultant with appropriate expertise, each quarter. While short-term results will be monitored, it is understood that the objectives for the Fund are long-term in nature and that progress toward these objectives will be evaluated from a long-term perspective (i.e., 20 years or longer).

5.2 Each manager's performance will be evaluated against an appropriate passive index and the median return of an appropriate universe of institutional quality managers or funds as determined by the Committee. The Committee will evaluate each manager periodically in order to establish that the factors that initially led to performance expectations remain in place and that each manager's philosophy is appropriate for the Fund's overall objectives.

5.3 At its sole discretion, the Committee may terminate any manager at any time if it determines for whatever reason that the manager is no longer appropriate for the Fund.

5.4 The Investment Consultant acting on behalf of the Committee shall provide each manager of a separately managed account with a set of mutually agreed-upon guidelines.

5.5 The Committee may invest in a commingled fund (e.g., a mutual fund or limited partnership agreement), provided that the policies of such fund are consistent with this Investment Policy. The Committee will periodically review the policies of any commingled fund investment in order to determine if they remain appropriate for the Fund.

5.6 The Committee shall have prepared and shall review, on a quarterly basis, an investment performance report setting forth the asset allocation of the Fund and the investment returns by asset class, manager, and for the total Fund. The returns shall be calculated on a time-weighted basis, net of manager fees, for the most recent quarter for which data are available and any other periods that the Committee may select and shall include fiscal-year returns when such data are available. The Committee will use the short-term performance data to monitor the Endowment Fund and the managers for consistency of investment philosophy, returns relative to performance benchmarks, and volatility of returns.

5.7 The Committee, through the Investment Consultant and ~~S~~staff, shall have regular communication with the managers of actively managed accounts concerning investment strategy and outlook.

5.8 The Chair of the Committee shall notify the Chair of the Directors and the Chair of the Regents immediately upon becoming aware of the occurrence of any event that might preclude the Fund from achieving its long-term investment objective.

6. Communications and Reporting

6.1 Chair of the Committee

Annually, the Chair will:

- a. Distribute forms and compile performance reviews of Committee members;
- b. Summarize and report overall Committee performance to Directors and Regents with recommendations for changes in Committee membership (de-selection) as needed.
- c. Present a report to Directors and Regents summarizing the Fund's asset allocation as of the end of each fiscal year, performance for the fiscal year and other periods then ended, and any significant actions taken by the Committee during the fiscal year.
- d. Meet with Directors and Regents, or duly authorized subcommittees thereof, to review and discuss Fund performance, investment strategy and strategy changes, and Committee member performance. Additional meetings may be held as needed.

6.2 WSU Foundation Staff

Promptly after adoption or approval, ~~S~~staff will:

- a. Provide copies of Committee meeting minutes to the members.
- b. Provide copies of recommended amendments, additions, or deletions to this Investment Policy Statement and Spending Policy to Directors and Regents.

6.3 Investment Managers

Immediately, each investment manager will report, in writing:

- a. Any and all material changes in the firm's ownership, management, investment personnel, and investment style and approach.
- b. Any occurrences of material litigation or regulatory investigation.

Quarterly, each investment manager will:

- a. Provide a report to the CFO of the WSU Foundation on Fund assets and performance. The report is to show a list of current holdings at cost and market, transactions occurring during the quarter, capital gains and losses, a summary of the investment performance of the account (on a time-weighted basis, both gross and net of fees) and the use of derivatives. Separate account managers will include a reconciliation of the Fund's custodian statements to the manager's records.

Annually, each **equity** investment manager will provide the Investment Consultant and CFO of the WSU Foundation:

- a. A report on the various transaction charges incurred on behalf of the Fund. The report shall indicate the number of shares traded, brokerage firms used, total trading costs, and cost per share.
- b. Present a copy of proxy voting policies and report on the manner in which proxies were voted.

6.4 Investment Consultant

On a quarterly basis:

- a. Provide the Committee with performance reports detailing the performance of individual managers, asset classes, and the total Fund, including relevant performance standards and assessment of managers' continued appropriateness for inclusion in the Fund's investment program.

On an annual basis:

- b. Provide the Committee with any recommended changes needed to this Investment Policy.
- c. Participate in the Committee's annual planning process.
- d. Provide an appropriate peer group fee analysis.

7. Evaluation and Review

7.1 Evaluation

Investment management of the Fund will be evaluated against the Fund's investment objectives and investment performance standards. Performance and investment policy compliance will be measured and evaluated no less than quarterly by the Committee and annually by the Directors and the Regents. Performance will be evaluated on a long-term basis, in light of the investment environment and investment style of each manager. Evaluation will take into consideration both rates of return and volatility of returns, as well as the consistency and discipline with which each manager or limited partnership applies its investment strategy.

This Investment Policy [Statement](#) will be evaluated at least annually by the Committee, with input from the investment managers, Investment Consultant, and [Sstaff](#), to ensure its continuing relevance. The Chair of the Committee, through coordination with [Sstaff](#), will forward recommendations for change to this Investment Policy [Statement](#) to the Directors and the Regents.

If at any time in review of this Investment Policy ~~Statement~~ the Directors and the Regents elect to have differing investment or spending policies, each entity shall separately adopt a new policy and the Consolidated Endowment Fund shall be divided into two funds, one holding University endowed assets and another holding WSU Foundation endowed assets. Each entity will diligently pursue such division and ensure that it occurs in a timely, reasonable, and prudent manner. Upon completion of the division, each fund shall be managed in accordance with the new investment and spending policy for that fund by the entity (ties) so designated in the new policies.

Investment management fees will be compared to an appropriate universe, supplied by the investment consultant, on an annual basis.

Each investment manager will meet at least annually with the Investment Consultant to review the investment performance of the Funds' assets allocated to that investment manager, discuss current and expected changes in investment strategy, discuss any changes in personnel and investment philosophy, and discuss the firm's business plan and any litigation or regulatory issues.

The Investment Consultant will meet with the Committee quarterly to review performance and discuss investment program issues.

The Investment Policy Statement and Spending Policy will be reviewed annually and updated as necessary by the Investment Committee.

7.3 Authorities & Limitations

~~10-13-23: Resolution 10-13-23-06-XX, Approval of Updated Revised Investment Policy Statement and Spending Policy~~

~~10-21-21: Resolution 10-21-2021-03, Approval of Revised Investment Policy Statement. Updates the Committee Charter.~~

~~9-26-13: Resolution 9-26-13-03 Updates the Committee Charter.~~

~~10-20-11: Resolution 10-20-11-03 Updates the Committee Charter.~~

~~10-08-04: Resolution 10-8-04-5 authorizes creation of the Investment Committee~~

~~10-6-04: Creating of an Investment Committee is contemplated by the Restated Bylaws of Washington State University Foundation (Bylaws effective 10/06/04.)~~

APPENDIX A

ASSET CLASS	MINIMUM	TARGET	MAXIMUM
Growth Assets	40%	55%	66%
U.S. Equity	14%	18%	22%
International Equity	14%	17%	20%
Private Equity	16%	20%	24%
Risk Reduction Assets	21%	26%	31%
Cash	0%	2%	4%
Short Duration Fixed Income	2%	4%	6%
U.S. / Global Fixed Income	38%	51%	71%
Hedge Funds	12%	15%	18%
Inflation Protected Assets	15%	19%	23%
U.S. TIPS	24%	45%	6%
Real Assets	12%	15%	18%
Total		100%	

APPENDIX B

ASSET CLASS

BENCHMARK

Growth Assets

U.S. Equity	Dow Jones U.S. Total Stock Market Index
International Equity	MSCI ACWI ex U.S. Index
Private Equity	Burgiss Global Private Equity Index

Risk Reduction Assets

Cash	90 Day U.S. Treasury Bill
Short Duration Fixed Income	Bloomberg Barclays Capital U.S. Aggregate 1-3 Years Government/Credit Bond Index
U.S. / Global Fixed Income	Bloomberg Barclays Capital U.S. Aggregate Bond Index
Hedge Funds	Hedge Fund Research, Inc. HFRI Fund of Funds Composite Index

Inflation Protected Assets

U.S. TIPS	Bloomberg Barclays Capital U.S. TIPS Index
Real Assets	Custom Real Assets Benchmark

Conflicts of Interest

Statement & Certification

Introduction

This policy is designed to help members of the Board of Directors (“Directors”) and members of standing committees (Audit, Operations, Investment, Gift Acceptance and Management, and Nominating) of the Washington State University Foundation (“Committee Members”) identify situations that present potential conflicts of interest and to emphasize the importance of adhering to high standards of responsibility, accountability, and public scrutiny. This policy is applicable to all Directors and Committee Members of Washington State University Foundation (“WSU Foundation”).

It is important to note that a conflict of interest involving a Director or Committee Member does not necessarily result in a prohibited transaction or arrangement. The Board of Directors may determine that despite the existence of a conflict of interest, the transaction or arrangement is in the best interests of the WSU Foundation.

This policy is intended to supplement, not supersede, the WSU Foundation’s governing documents or any other federal or state laws governing conflicts of interest applicable to nonprofit corporations. Article 7 of the Restated Bylaws of the WSU Foundation pertaining to conflicts of interest, is included in Appendix 1.

On February 14, 2008 the Internal Revenue Service (IRS) promulgated a revised Form 990, the annual reporting form applicable to tax-exempt entities such as the WSU Foundation. Two of the guiding principles behind the form redesign were to enhance transparency and promote tax compliance. The new form significantly increased disclosure requirements related to the exempt organizations governance and management. This Conflict of Interest Statement & Certification serves as a mechanism for collecting the information necessary to properly complete the new Form 990. The IRS requires that each exempt organization undertake a “reasonable effort” to collect the following information.

Duty to the WSU Foundation

Directors and Committee Members have a clear fiduciary duty to the WSU Foundation in connection with their service as a Director or Committee Member. At all times Directors and Committee Members must act in a manner consistent with this fiduciary obligation and must exercise particular care that no detriment to the interests of the WSU Foundation (or appearance of such detriment) may result from a conflict between those interests and any personal interest of a Director or Committee Member.

Identifying a Conflict of Interest

A conflict of interest may arise whenever a Director or Committee Member or a member of his/her family: (1) has an existing or potential interest which impairs or might appear to impair his/her independent judgment in the discharge of responsibilities to the WSU Foundation; (2) may receive

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a material benefit from knowledge of information which is confidential to the WSU Foundation; (3) knowingly misrepresents, withholds, or falsifies relevant information used for decision-making purposes or to derive personal benefits; or (4) solicits benefits in exchange for using influence as a Director or Committee Member.

Potential Conflicts of Interest

Each Director and each Committee Member who is not a Director must file an annual statement, at or immediately following the fall meeting of the Board of Directors, with the Secretary of the Board of Directors setting forth any conflicts of interest that might be expected to occur within the coming year. The statement shall disclose as fully as possible the nature of the potential conflicts and the nature of the Directors or Committee Member's interest in the potential transactions. All statements that anticipate conflicts of interest will be circulated to the Directors.

In the interim, if any Directors or Committee Member or member of his/her family has or is about to assume an interest or other relationship which might result in a conflict of interest, it is the Directors or Committee Member's responsibility immediately to disclose all material facts to the Chair of the Board of Directors or the Chair of the Audit Committee.

Each Directors and Committee Member must be willing and available to answer any questions about potential conflicts.

Confidentiality Policy

All information concerning actual or potential conflicts of interest on the part of Directors or Committee Members, as well as all other information provided on this Statement & Certification, will be held in confidence. Any disclosure beyond the members of the Board of Directors will take place only upon majority vote of the Board of Directors.

Definitions

Interested Person: Any director, principal officer, or member of a committee with governing board delegated powers who has a direct or indirect financial interest, as defined below, is an interested person.

Financial Interest: A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- An ownership or investment interest in any entity with which the WSU Foundation has a transaction or arrangement.
- A compensation arrangement with the WSU Foundation or with any entity or individual with which the WSU Foundation has a transaction or arrangement, or
- A potential ownership or investment interest in, or compensation arrangement with any entity or individual with which the WSU Foundation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. A person who has a

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financial interest may have a conflict of interest only if the Board of Directors decides that a conflict of interest exists.

Business Transactions: A business transaction includes, but is not limited to, contracts of sale, leases, licenses, arrangements for the performance of services, and joint ventures in which the interests of the organization and the interested person each exceeds 10%. Membership dues, grants and loans are not considered to be business transactions.

Business Relationship: A business relationship between two persons includes (but presumably is not limited to) the following types of relationships:

- One person is employed by a sole proprietorship owned by the other person or by an organization of which the other person is a director, trustee, officer, key employee or greater-than-35% owner.
- One person is transacting business with the other, directly or indirectly, in one or more contracts of sale, leases, licenses, loans, service arrangements or other transactions involving transfers of cash or property valued in excess of \$10,000 in the aggregate during the year. An indirect transaction is a transaction by one person with an organization of which the other person is a director, trustee, officer, key employee or greater-than-35% owner.
- The two persons are each a director, trustee, officer or greater-than-10% owner in the same business or investment entity.

A "business relationship" does not, however, include the following:

- "ordinary course of business exception": a transaction between the two persons in the ordinary course of either party's business and on the same terms as are generally offered to the public; and
- "Privileged relationship exception": a relationship between attorney and client, medical professional and patient, or priest/clergy and penitent/communicant.

Family Member: Family members include an interested person's spouse, ancestors, siblings (whether of the whole or half-blood), children (natural or adopted), grandchildren, great grandchildren, and spouses of siblings, children, grandchildren and great grandchildren.

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Appendix 1 – Article 7 of the WSU Foundation Bylaws – Conflicts of Interest

Definitions

A conflict of interest arises when any “Responsible Person” or any “Party Related to a Responsible Person” has an “Interest Adverse to the WSU Foundation.” A Responsible Person is any individual in a position to exercise substantial influence over the affairs of the WSU Foundation, and specifically includes, without limitation, Members, Directors and Officers of the WSU Foundation and the chairperson and members of any committee making decisions on behalf of the WSU Foundation. A Party Related to a Responsible Person includes his or her extended family (including spouse, ancestors, descendants and sibling, and their respective spouses and descendants), an estate or trust in which the Responsible Person or any member of his or her extended family has a beneficial interest or a fiduciary responsibility, or an entity in which the Responsible Person or any member of his or her extended family is a director, trustee or officer or has a financial interest. An “Interest Adverse to the WSU Foundation” includes any interest in any contract, transaction or other financial relationship with the WSU Foundation, and any interest in an entity whose best interests may be impaired by the best interests of the WSU Foundation including, without limitation, an entity providing any goods or services to or receiving any goods or services from the WSU Foundation, an entity in which the WSU Foundation has any business or financial interest, and an entity providing goods or services or performing activities similar to the goods or services or activities of the WSU Foundation.

Disclosure

If a Responsible Person is aware that the WSU Foundation is about to enter into any transaction or make any decision involving a conflict of interest (a “Conflicting Interest Transaction”) such person shall: (i) immediately inform those charged with approving the Conflicting Interest Transaction on behalf of the WSU Foundation of the interest or position of such person or any party related to such person; (ii) aid the persons charged with making the decision by disclosing any material facts within the Responsible Person’s knowledge that bear on the advisability of the WSU Foundation entering into the Conflicting Interest Transaction; and (iii) not be entitled to vote on the decision to enter into such transaction.

Approval of Conflicting Interest Transactions

The WSU Foundation may enter into a Conflicting Interest Transaction provided the material facts as to the Responsible Person’s relationship or interest and as to the Conflicting Interest Transaction are disclosed or are known to the Board of Directors or to a committee of the WSU Foundation that authorizes, approves or ratifies the Conflicting Interest Transaction, and the Board of Directors in good faith authorizes, approves or ratifies the Conflicting Interest Transaction by the affirmative vote of a majority of the disinterested Directors on the Board, even though the disinterested Directors are less than a quorum.

**WASHINGTON STATE UNIVERSITY
FOUNDATION
INVESTMENT COMMITTEE CHARTER**

Last Revision Date: September 30, 2022

PURPOSE :

The Investment Committee, a standing committee established under the Restated Bylaws of the WSU Foundation, shall have the limited authority to act on behalf of the Board of Directors in the investment and management of all property and assets held for investment by the WSU Foundation and those University assets entrusted to the WSU Foundation for investment management under contract (collectively, “Institutional Funds”). The Investment Committee shall prepare, oversee, and maintain investment policies and asset allocation strategies for investing capital of, or managed by, the WSU Foundation, along with a consistent monitoring of investment performance and investment management.

ESTABLISHMENT :

The WSU Foundation exists for the sole and exclusive benefit of the University and under agreement with the University the WSU Foundation shall:

“Accept, hold, administer, invest, and disburse gifted funds of any kind or character, in accordance with the terms of such gifts, and distribute all current use funds to the University, and distribute the spending rate from endowed funds in accordance with the then applicable Washington State University Foundation Consolidated Endowment Fund-Investment Policy Statement and Spending Policy (Investment Policy Statement).”

The Board of Directors of the WSU Foundation delegates management and investment of its Institutional Funds, pursuant to RCW 24.55.035, to the Investment Committee. The Amended and Restated Bylaws of the WSU Foundation establishes the Investment Committee in stating the following:

“The Investment Committee shall be responsible for investments, reinvestments, and general management of all property and assets held for investment by the WSU Foundation and those University assets entrusted to the WSU Foundation for investment management under contract with the University. The Investment Committee shall develop investment policies and asset allocation strategies for presentation to the Board of Directors for approval and for investment of capital of the WSU Foundation, along with a consistent monitoring of investment performance and investment management. Investment policy and guidelines, as well as performance against benchmarks shall be reported, at least quarterly, to the Board of Directors, and the Board of Regents of the University and University administration.”

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COMPOSITION:

1. The Committee shall be comprised of at least seven (7) but not more than eleven (11) appointed members (voting) and select ex-officio members (non-voting). The University Executive VP for Finance and Administration and CFO or designee, the WSU Foundation Chief Executive Officer, the WSU Foundation Chief Financial Officer, a member of the Audit Committee designated by the Audit Committee Chair, and a member of the Finance Committee designated by the Finance Committee Chair shall serve the Committee as ex-officio, nonvoting members. The term of office or appointment for ex-officio members shall be concurrent with occupancy of office or term of appointment qualifying the individual to serve as a Committee member.
2. The Regents shall appoint two (2) voting members, one of whom must be a member of the Regents, the other a Regent or a volunteer with investment expertise and experience, selected upon consultation with the Committee, subject to notice to the Board of Directors. These members serve a one-year (1-year) renewable term upon appointment by the Regents.
3. The Chair/~~President~~ of the Board of Directors and the Committee Chair shall jointly nominate the members of the Committee, with all nominated candidates having investment and financial backgrounds and some having investment management expertise, subject to approval by the Board of Directors or the Executive Committee, with notice given to the Regents. These members serve a four-year (4-year) term, renewable upon appointment by the Chair/~~President~~ of the Board of Directors and Committee Chair.

COMMITTEE CHAIR:

The Chair/~~President~~ of the WSU Foundation shall appoint the Investment Committee Chair, in consultation with the CEO of the WSU Foundation, and subject to approval of the Board of Directors or the Executive Committee and subject to notice to the Board of Regents.

- 1. The Committee Chair will be a member of the Board of Directors and serve on the Executive Committee.**
- 2. The Committee Chair will provide leadership for and preside at the meetings of the Investment Committee.**
- 3. The Committee Chair will appoint a Vice-Chair who also serves on the Board of Directors to preside over meetings in the Chair's absence.**
- 4. The Committee Chair may invite other appropriate Foundation and University financial management staff and other outside advisors to participate in an Investment Committee meeting.**

STAFF:

1. Staff support for the Investment Committee shall be provided by or through the WSU Foundation offices of the Chief Executive Officer, Chief Financial Officer, and General Counsel, or their designees.
2. Meeting materials may be compiled by staff of the WSU Foundation and delivered in a complete and timely manner to the Committee at the direction of the Committee Chair.

APPENDIX D

QUORUM/VOTING :

1. The presence of a simple majority of the voting members of the Investment Committee shall constitute a quorum for the purpose of transacting committee business. Any action that may be taken by the Committee at a meeting may be taken without a meeting if all the voting members consent thereto in writing prior to the action being taken.
2. In all voting matters, motions will be passed by a simple majority of the voting members in attendance and constituting a quorum.
3. For voting members who cannot attend meetings in person, they may attend by remote communications as long as all voting members participating in the meeting can hear each other at the same time. Participation by such means constitutes presence in person. A member may not vote by proxy.

MEETINGS :

1. The Investment Committee shall meet at least four (4) times a year, once each calendar quarter.
2. Other meetings may be called by the Committee Chair, as needed, to fully carry out the purposes of the Investment Committee.
3. The minutes of all meetings of the Investment Committee, and all actions taken therein, shall be available for inspection at the registered office of the WSU Foundation for all members of the Board of Directors, following any Investment Committee Meeting and reported to the Board of Directors at its next regularly scheduled meeting.

EXECUTIVE SESSION :

Executive session dedicated for voting members only will be part of each meeting. The President of WSU, CEO of WSU Foundation, CFO of WSU Foundation and other staff, consultants or advisors at discretion of Committee Chair, may be invited to participate in the executive session. Otherwise, the executive session will be for voting members only.

CONSULTANTS :

1. **The Investment Committee will select qualified external investment managers to manage the Institutional Funds.**
2. **The Investment Committee will establish and regularly review manager structure guidelines for the Institutional Funds.**
3. **The Investment Committee will select other service providers it deems appropriate to carry out its function, including, but not limited to, independent investment consultants.**
4. **The Investment Committee may communicate directly with the investment managers and investment consultants, at its discretion.**

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RESPONSIBILITIES:

Investment Management and Investment Policy Oversight:

- 1. The Investment Committee is delegated authority to act on behalf of the Board of Directors in the investment and management of Institutional Funds on behalf of the WSU Foundation.**
- 2. The Investment Committee will develop objectives, policies, and guidelines for the investment of Institutional Funds for presentment to the governing boards of the WSU Foundation and University for approval.**
- 3. The Investment Committee will develop and maintain an investment policy statement that establishes the role of the Investment Committee, identifies responsibilities, addresses investment objectives, asset allocation, spending policies, rebalancing, cash flow management, manager performance standards, manager evaluation processes, communications, and reporting.**
- 4. The Investment Committee will evaluate policy compliance, review progress in achieving the goals and assess the effectiveness of the investment program on a quarterly basis. The Investment Committee will periodically review and evaluate ongoing understanding and relevance of investment policies of commingled funds and the components of the Institutional Funds.**
- 5. The Investment Committee will take appropriate action if objectives are not being met or if policy and guidelines are not being followed.**
- 6. The Investment Committee will establish and periodically review the Institutional Funds asset allocation and, in concert with the Finance Committee, will recommend a current spending policy for endowment funds.**

Reporting:

- 1. The Committee Chair will report on Committee activities and actions, to include Institutional Funds' performances, to the Board of Directors at its next regularly scheduled meeting.**
- 2. The Committee will forward a report at the end of each quarter to the WSU Board of Regents and the WSU Foundation Board of Directors which will include portfolio activity, value, endowment performance vs. benchmarks, and asset allocation (target and actual).**

Risk Management:

- 1. The Investment Committee will exercise reasonable care and prudence in complying with applicable state and federal laws, regulations, and rulings that relate to the investment of assets under management of the WSU Foundation, including, but not limited to, the Uniform Prudent Management of Institutional Funds Act Chapter 24.55 RCW).**

APPENDIX D

2. **The Investment Committee will establish and comply with policies addressing issues that may result in perceived or actual conflicts of interest (including but not limited to relationships with investment managers or other firms involved with the Institutional Funds and receipt by committee members of gifts or entertainment.**
3. **The Investment Committee will keep the Audit Committee informed of any laws, regulations, rulings, or investment decisions that might affect the annual audit of the WSU Foundation, and all matters involving a potential or actual conflict-of-interest.**

Charter and Policy Review:

1. The Investment Committee will review the Investment Committee Charter annually and recommend revisions as necessary.
2. The Investment Committee will review the Investment Policy Statement annually and recommend revisions as necessary.

AUTHORITIES & LIMITATIONS:

9-30-2022: Resolution 9-30-2022-03 updates to committee charter

10-01-2021: Resolution 10-21-2021-02 updates the committee charter.

10-01-2020: Resolution 10-01-20-5 updates the committee charter.

9-26-2013: Resolution 9-26-13-03 updates the committee charter.

10-20-2011: Resolution 10-20-11-03 updates the committee charter.

10-8-2004: Resolution 10-8-04-5 authorizes creation of the Investment Committee.

10-6-2004: Creation of an Investment Committee is contemplated by the Restated Bylaws of Washington State University Foundation (Bylaws effective 10/6/04).

APPENDIX D

Major Capital Projects						
Project Name	Project Budget			Construction Completion Date		Comments
	Initial	Current	Projected	Initial	Actual/Projected	
Completed Construction						
Spokane Phase One Building Renovation	\$15,000,000	\$16,500,000	\$16,500,000	May 2023	June 2023	
Johnson Hall Demolition	\$8,000,000	\$8,000,000	\$8,000,000	February 2023	March 2023	
Water Tank Replacement	\$8,000,000	\$8,000,000	\$8,000,000	June 2023	June 2023	
Construction						
Vancouver Life Sciences Building	\$57,100,000	\$69,264,000	\$69,264,000	August 2023	January 2024	
Taylor Sports Complex	\$2,400,000	\$27,500,000	\$27,500,000	December 2024	December 2024	
Champions Center	\$2,000,000	\$9,400,000	\$9,400,000	December 2024	December 2024	
Design						
Schweitzer Engineering Hall	\$4,800,000	\$80,000,000	\$80,000,000	May 2026	May 2026	
Knott Dairy Center Renovation	\$10,000,000	\$10,000,000	\$10,000,000	June 2025	June 2025	
Eastlick Abelson Bustad Renovation	\$22,000,000	\$22,000,000	\$22,000,000	June 2025	June 2025	
Bustad Hall Renovation	\$8,000,000	\$8,000,000	\$8,000,000	June 2025	June 2025	
Building Systems Infrastructure Upgrades	\$8,725,000	\$8,725,000	\$8,725,000	June 2025	June 2025	
Team Health Education Building	\$7,000,000	\$7,000,000	\$7,000,000	June 2025	June 2025	
Pre-Design						
Pullman Life & Physical Sciences Building	\$500,000	\$500,000	\$500,000	August 2029	August 2029	

Report of Actions Taken		
Project Between \$1,000,000 - \$5,000,000		
Electrical infrastructure upgrades	Initial Design / DB award	October 2023
Chilled Water and Metering Renewal	Initial Design / DB award	September 2023
Multiple Requirements at the WSU Research & Extension Centers and WSU Tri-Cities	Initial Design / DB award	October 2023
Roof Replacement on Various Buildings	Initial Design / DB award	January 2024

WSU Pullman
Construction Logistics Plan
Jan 25-26, 2024

WSU Pullman will see several significant projects underway beginning in 2024. Notably this includes new buildings including the Athletics Taylor Practice Facility, the Athletics Champions Center, the VCEA Schweitzer Engineering Hall and the USDA ARS Plant Biology Building. In addition, there will be several significant renovation projects and a group of projects that bundle state minor building renewal needs focusing on building maintenance and repair issues. These projects are indicated in attachment A, along with project laydown and truck routes (attachments C, D, E, & F) associated with the new buildings.

Our construction management practices follow the attached checklist, attachment B, to ensure there is a good understanding of each project's logistical needs and safety impacts as well as the overall impacts to students, faculty, staff, and campus visitors. Special care is taken during planning phase to ensure construction projects have the minimum possible impacts on university special events including commencement, athletic events, student move in/out, etc.

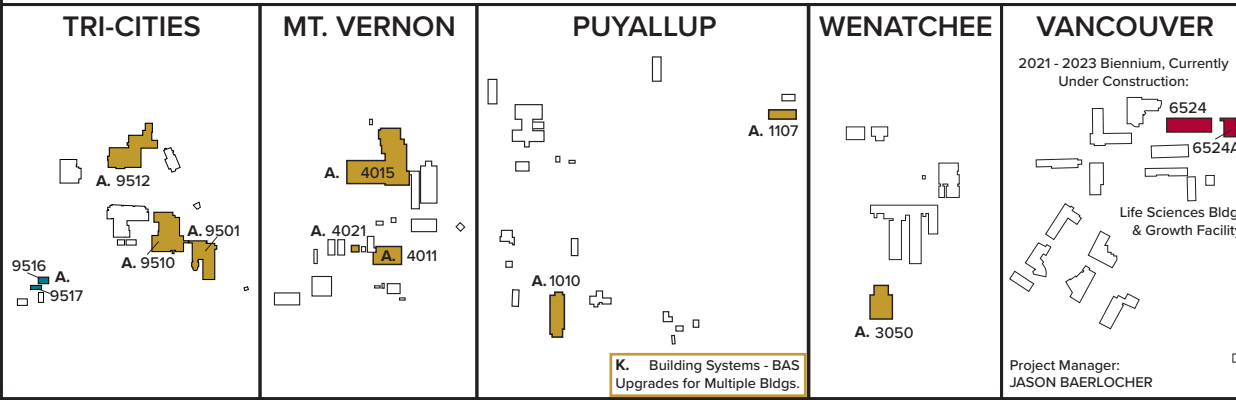
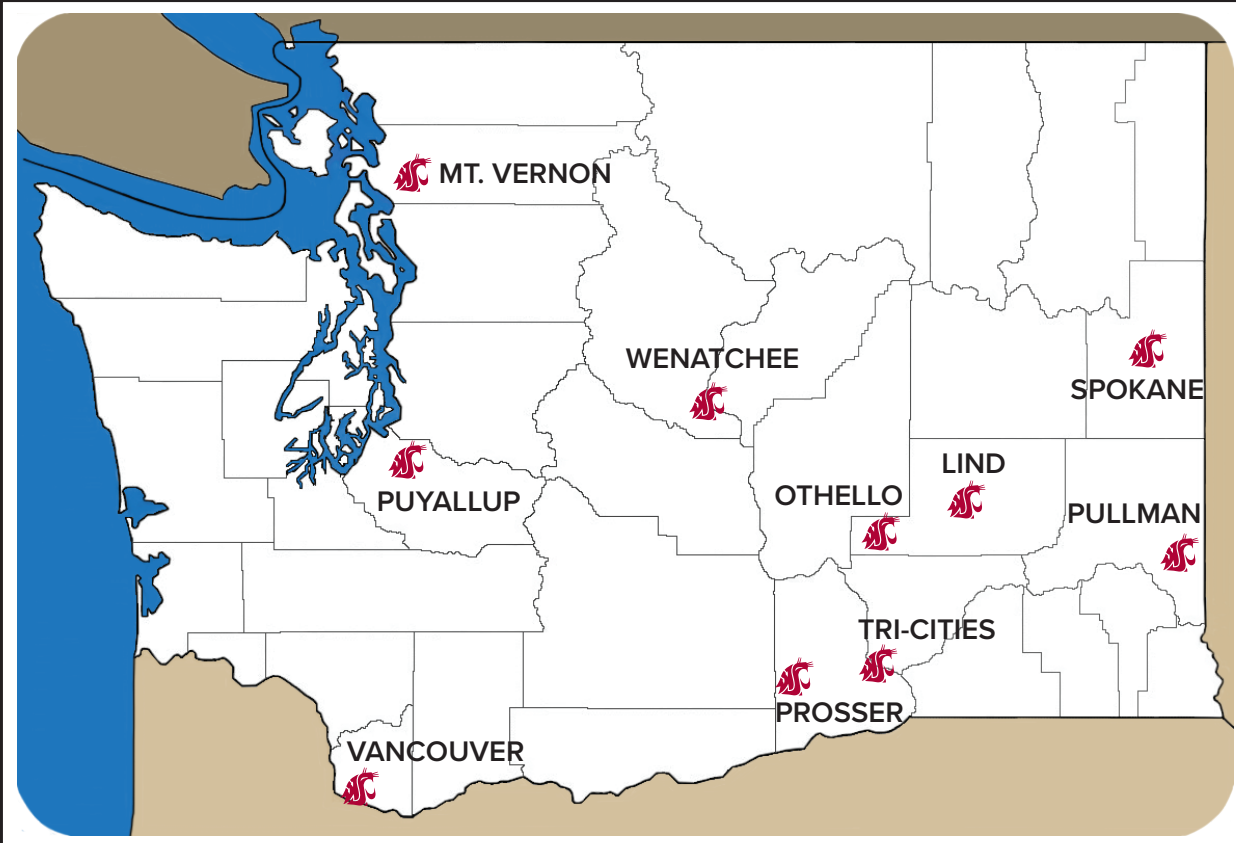
Attachment A

WASHINGTON STATE UNIVERSITY FACILITIES SERVICES BIENNIUM

PROJECTS 2023-2025

Created By: Kaitlyn Eslick

Project	A. Tri-Cities + RECs														B. S.E.H.	C. Eastlick - Abelson - Bustad				D. T.H.E.
Project M.	CRAIG COLE														LOUISE SWEENEY	JOANIE THOMAS				ERIC SMITH
Location	Tri-Cities				Mt. Vernon			Puyallup			Wenatchee	Lind	Prosser	Othello	Pullman	Pullman			Spokane	
Bldg. # and Name	East Bldg. #9501	Consolidated Info. Center #9512	Floyd Academic Bldg. #9510	Annexes #9516 #9517	Chem. Storage Bldg. #4021	Vehicle Storage Bldg. #4011	A.R.T.B #4015	Master Gardener Bldg. #1107	N/A	J W Kalkus Lab #1010	Annex Lab #3050	N/A	Prosser Site	N/A	New Schweitzer Engineering Hall	Eastlick #0082A	Abelson #0032	Steffen Center Greenhouse	Bustad #0807 + Wegner #0045	New Team-Health Education Bldg.
Description	HVAC + Interiors	Replace Circulation Pumps in Pent. (13)	Classroom Remodel	Demo. Relocatable Bldgs.	Emergency Washing + Tie into Septic	Install Restroom + Tie into Septic + Roof Repairs	Repair HVAC System	Parking Security Lights or Water Line Repairs	Environ. Tech. for Climate Controlled Plant Facilities	Replace Heat Pump	Repair Roof + Fascia	Shop Improvements	Greenhouse Improvements	Install Linear Irrigation System	S.E.H. Building + Infrastructure	Renovation + Replace Biosafety Level 2 Environmental Chambers	Renovation + SBS Greenhouse Upgrades	Greenhouse Upgrades	Renovation + Vivarium Consolidation: Move from Wegner to Bustad + Etc.	T.H.E. Bldg. (Exact Site Location TBD)



Proj.	E. Knott Dairy	F. Taylor Sports	G. Champs. Cent.	H. A.R.S.	I. Infrastructure - Electrical				
P.M.	CYNDI ARBOUR	JASON B.	JASON B.	JASON BAERLOCHER	BRIAN FUNKE				
Loc.	Pullman	Pullman	Pullman	Pullman	Pullman				
Bldg.	Knott Dairy Farm Complex	New Taylor Sports Complex	Champions Center	New Agricultural Research Service Bldg.	Grimes Way Steam Plant #0840	Wellhouse 6 #0307	Webster #0801	Dodgen Research Facility	Multiple Bldgs.
Descr.	Infrastructure Improvements + Etc.	Taylor Complex (Bubble Replacement #0835)	Renovation of the P.E.B. #0096	A.R.S. Bldg. (Original Johnson)	G.W.S.P. Generator O/H or Replacement	Replace Starter + Update Controls	Transformer Renewal on Upper Floors	Electrical Power Supply Stabilization (UPS + Generator)	5KV Feeders + Remove O/H Power at Dairy Rd.

Proj.	J. Infrastructure - Chiller/Metering		K. Building Systems - HVAC/BAS						
P.M.	JEFF LANNING + NOLAN BEAL		KEVIN POITRA + NOLAN BEAL						
Loc.	Pullman		Pullman						Prosser/Puyallup
Bldg.	Multiple Bldgs.	S.C.U.E #0095	Food Sci/Human Nutrition #0816	Webster #0801	Eng. Teaching/ Research Lab #0058	Wilson-Short #0040	Holland Library #0062	Multiple Bldgs.	Multiple Bldgs.
Descr.	CHW Reserve + E Metering + Meter Dometic Water + Etc.	Replace Chiller	Plumbing + Fire Life Safety Renewal	Lighting + Water Pressure + Air-Handling Renewal	HVAC Renewal	Plumbing + Heating Renewal	Electrical + BAS + Steam Renewal	BAS Network + Panel Upgrade + Desigo	BAS Network + Panel Upgrade + Desigo

Proj.	K. Bldg. Systems	L. Roofs	M. Clean Bldgs. Energy Efficiency Improv.	E. PULLMAN CAMPUS		PULLMAN - OFF CAMPUS	
P.M.	KEVIN + NOLAN	KEVIN POITRA	PHIL JOHNSON				
Loc.	Spokane	Pullman	N/A				
Bldg.	Multiple Bldgs.	Animal Science Lab #0100	McCluskey Shops #0085B				
Descr.	BAS Improvements	Built-Up Roofing Renewal	Replace Roof Over Shops				

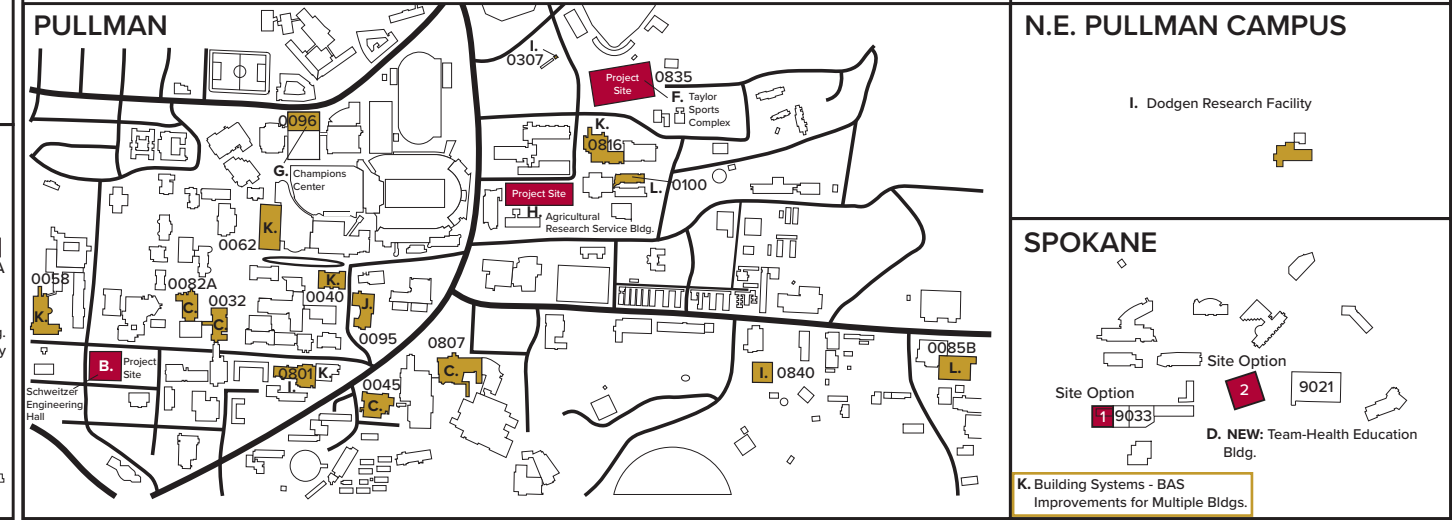
Bldg. Maps

Color Key:

= Maintenance Project

= Demolition

= New Construction



Attachment B

WSU Project Notification, Coordination, and Preconstruction Procedures.

A. Stakeholders:

- WSU Police:
 - Discuss site security, pedestrian routing, traffic disruptions.
 - 911 - Whitcom
- Pullman Fire:
 - 911 - Whitcom
 - Discuss traffic routes and disruptions, site access and construction fencing.
 - Dept. requires "Knox Lock" at entry gates.
- WSU Parking and Transportation Services:
 - Discuss traffic routes, sidewalk closures, road closures, parking space rental/purchase.
- WSU Environmental Health and Safety:
 - Discuss project safety plan, Facilities Services does not approve but reviews plan.
 - Discuss procedures for hazardous materials stored on site, Hazard communication protocol.
 - Review Indoor air quality, noise, and public health.
 - If remodel or demolition, determine whether asbestos or lead containing products are present and how to handle and dispose of.
- WSU Waste Management and Recycling:
 - Discuss access to the site and frequency of pick up.
- WSU Facilities Services, Supervisors:
 - Discuss utility outages.
 - Project reviews and support.
 - Bargaining unit notification.
- WSU Athletics
 - Discuss scheduled games and events.
- City of Pullman - AHJ
 - Scheduling inspections, public safety

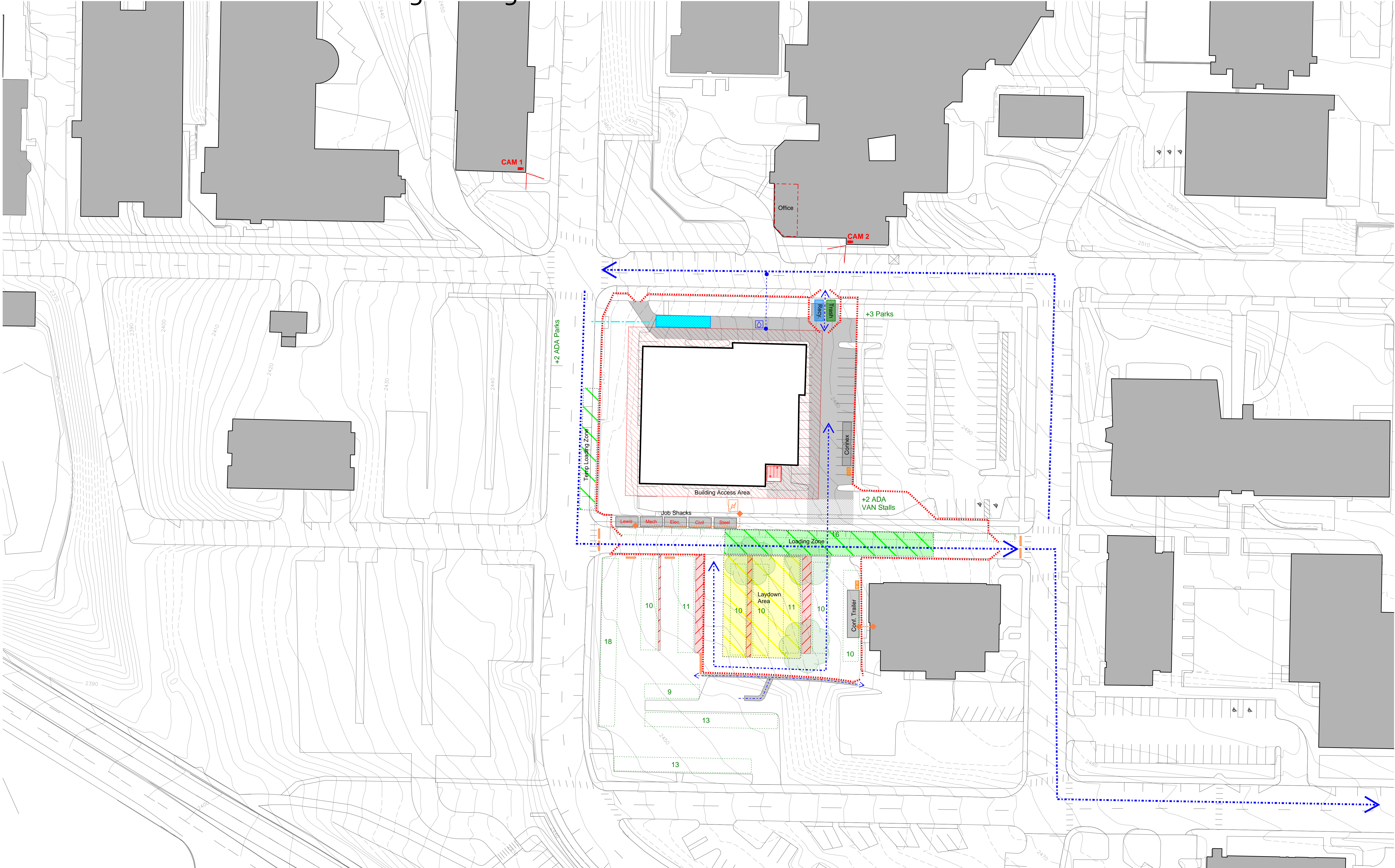
B. Other Project Specific considerations:

- Is there a crane on site? If so, inform FFA and get approval.
- Project schedule, duration?
- Discuss disruptions to the surrounding facilities, inform Building Coordinators.
- Material laydown area.

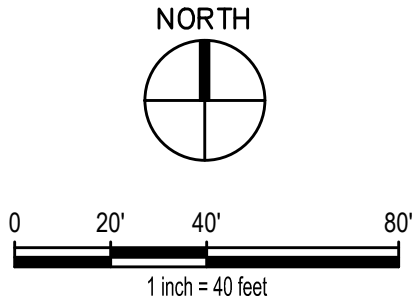
- Size of workforce.
- Define a truck route for deliveries.
- Project cameras, where, how many?
- Submit project notification to WSU Announcements.
- Identify main points of contact, Facilities PM/CM, Construction team?

Attachment C: VCEA Schweitzer Engineering Hall

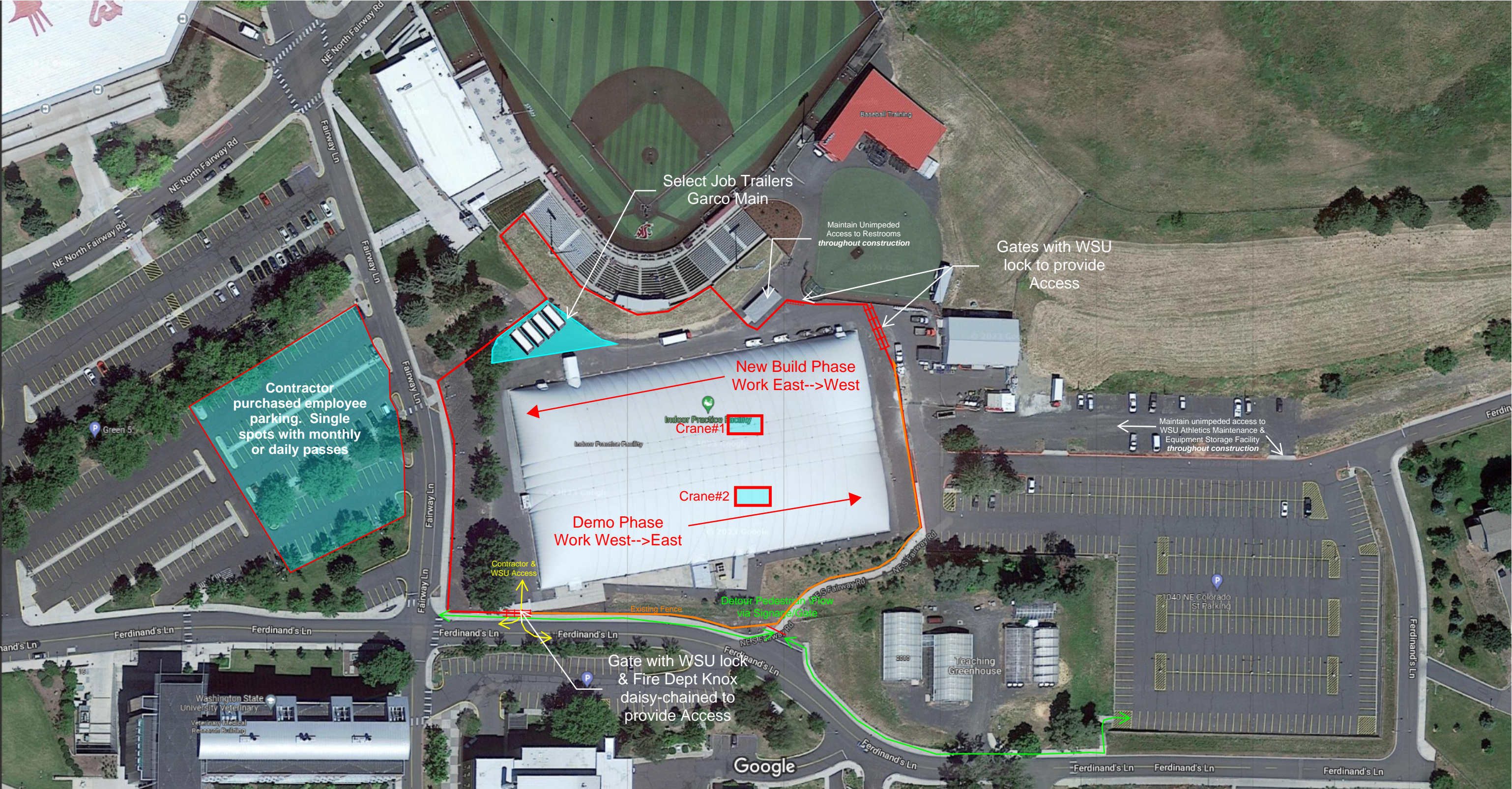
Z:\2300001-2309999\2300303 WSU SEH\Outgoing\ZCF\2023-06-28 Base Map Info\GIS Basemap 10-16-2017 with project area contours.DWG
Sep 27, 2023 - 11:12am
elisee



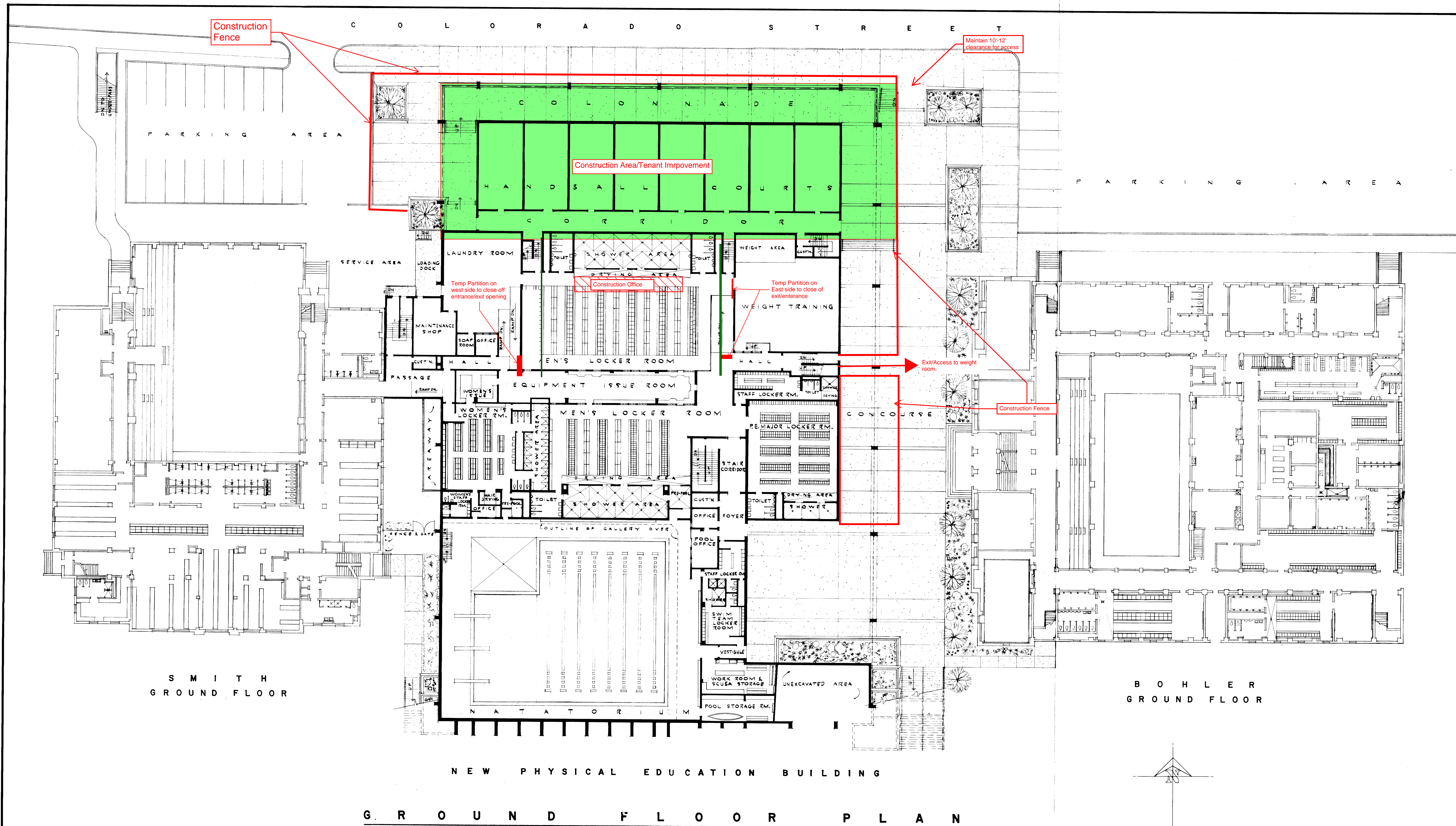
WASHINGTON STATE UNIVERSITY SEH
LOGISTICS PLAN



WSU TSC - SITE UTILIZATION PLAN



*Other off-site storage locations to be determined/coordinated with WSU pending availability



PROJECT NO. AF-WASH 4-9-00253-0		A
PHYSICAL EDUCATION BUILDING		1
WASHINGTON STATE UNIVERSITY		
PULLMAN WASHINGTON		
PHILIP E. KEENE A.I.A. DIRECTOR	DATE	
DEPARTMENT OF FACILITIES PLANNING		
PADDOCK & HOLLINGBERY, ARCHITECTS		
1117 LARSON BLDG. 1038 WEST IVY		
YAKIMA, WASH. MOSES LAKE, WASH.		
		MAR. 28 1968

1) Traffic Control Plan

Hensel Phelps plans to utilize the WSU provided haul route which has trucks enter the site from the east by coming south on Fairway Lane and exit through the west side of the site onto Stadium Way. On the west side of the site there is a pre-existing gravel truck path that connects the existing Johnson Hall parking lot to the sidewalk which has a driveway apron on to Stadium Way. Hensel Phelps plans to open the west gate to allow trucks to exit onto Stadium Way. Hensel Phelps will communicate the importance of providing the necessary flaggers to ensure pedestrian and vehicle safety is maintained. Hensel Phelps will rely on Subcontractors to provide the necessary flaggers for their scope of work, but Hensel Phelps will supplement as needed to guarantee the proper resources are allocated for the situation. Flagger will ensure that the North bound traffic on Stadium Way is stopped. Flagger will also ensure the sidewalk coming from REC 5 Plant Sciences Building and the East sidewalk on Stadium Way is clear before allowing the truck to enter Stadium Way. Hensel Phelps shall recommend deliveries be made with smaller trucks to be able to make the turn from Fairway Lane into the site. If a truck is too large to make the turn, trucks shall back up into the site from Stadium Way. To minimize the effects on traffic and pedestrians, Hensel Phelps will aim to let trucks out of the site at lower traffic times such as in the middle of classes. Once the truck has merged safely onto Stadium Way, the flaggers will let traffic and pedestrians proceed and return to the site closing the West gate.

2) WSU Events

Hensel Phelps acknowledges that over the course of this project there will be WSU events that affect the haul route. In the case of these various events, Hensel Phelps will coordinate with WSU Transportation Services and any other needed entities to ensure that trucks can go through the haul route or find alternate routes if needed.

3) Traffic Control Plan Visual

