



SESSION	TIME	LOCATION (HYBRID)	
EXECUTIVE	1:00 p.m.	Closed Session	
STUDY	2:00 p.m.	Seattle Central College BE 1110/1111 1701 Broadway Seattle, WA 98122	Zoom zoom.us/j/92284677404 Meeting ID: 922 8467 7404 Passcode: 501011
REGULAR	3:00 p.m.		

EXECUTIVE SESSION

1:00 p.m. AGENDA

An executive session may be held for one or more of the following purposes: (1) To receive and evaluate complaints against a public officer or employee; (2) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee; (3) To discuss with legal counsel litigation or potential litigation to which the college is, or is like to become, a party, when public knowledge of the discussion would likely result in adverse consequence to the district; (4) To consider, as a quasi-judicial body, a quasi-judicial matter between named parties; (5) To consider matters governed by the administrative procedure act, chapter 34.05 RCW; and/or (6) To plan or adopt the strategy or position to be taken during collective bargaining, professional negotiations, or grievance or mediation proceedings, or to review proposals made in on-going negotiations or proceedings.

A. Negotiations

- a. Exception (6) To plan or adopt the strategy or position to be taken during collective bargaining, professional negotiations, or grievance or mediation proceedings, or to review proposals made in on-going negotiations or proceedings.

B. Litigation Update

- a. Exception (3) To discuss with legal counsel litigation or potential litigation to which the college is, or is like to become, a party, when public knowledge of the discussion would likely result in adverse consequence to the district;

C. Personnel

- a. Exception (2) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.

D. Real Estate

- a. To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;
- b. To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or



STUDY SESSION

2:00 p.m. AGENDA

- A. Budget Status Report | Finance Committee, Julienne DeGeyter, & Dr. Rosie Rimando-Chareunsap | Pg. 101

REGULAR SESSION

3:00 p.m. PRELIMINARY MATTERS

- A. Call to Order
- B. Land Acknowledgment | Alexis Burris, Equity, Diversity, Inclusion & Community Navigator – South Seattle College
- C. Approval of Agenda

3:10 p.m. PUBLIC COMMENT

The Seattle Colleges Board of Trustees welcomes students, employees, and community partners to address the Board during the Public Comment period specified on the Agenda. The Board provides 15 minutes for public comments, which may be adjusted at the discretion of the Board Chair.

Each speaker has 3 minutes to address the Board, and speakers are encouraged not to repeat the same issue that a previous speaker has already raised. Advanced sign-up for oral comments is requested by emailing Ricky.Goetz@seattlecolleges.edu. Additional commenters will only be called upon during the meeting as time allows. If there is not enough time for all speakers, commenters will be encouraged to submit a written statement or be put on the list for oral comments at the next public meeting.

In addition, written statements are accepted by Ricky Goetz at any time. All written statements received by noon on the Friday before the Regular Board of Trustees meeting will be published in the public packet. Written statements received after that date and time will be added to the Board packet and transmitted to the Board for the following Board meeting.

The Board functions at the policy level while daily operational matters are delegated to the district and college management team. It is, therefore, not the practice of the Board to respond to specific operational issues during Public Comment period.

3:25 p.m. HIGHLIGHT PRESENTATION

- A. Math Directed Self Placement - Districtwide | Kurt Buttleman

3:40 p.m. ACTION ITEMS

- A. Minutes – Regular Meeting: February 9, 2023 | Pg. 4
- B. Minutes – Special Meeting: February 17, 2023 | Pg. 10
- C. Approval of Tenure | Pg. 12
- D. North Seattle College Affordable Housing Project - Option and Intent to Lease Agreement | Dr. Chemene Crawford | Pg. 13
- E. Tender of Gifts to Seattle Colleges | Julienne DeGeyter | Pg. 99



4:30 p.m. INFORMATION ITEMS

- A. **Budget Status Report | Julienne DeGeyter & Lela Cross | Pg. 101**
- B. **North Seattle College Affordable Housing Project - SBCTC Conditions | Dr. Chemene Crawford | Pg. 111**
- C. **Proposed Revisions to Policy 621 – First Reading | Julienne DeGeyter | Pg. 114**
- D. **Proposed Revisions to Policies 282, 283, 451, and 481 – First Reading | Jennifer Dixon | Pg. 116**
- E. **2023-2024 Student Fees Preview – Dr. Rosie Rimando-Chareunsap**

4:50 p.m. ORAL REPORTS

Section to provide any additional oral reports that were not included in any submitted written reports.

- A. **Student Representatives**
 - i. Ronnie Kuan - Central | **Pg.163**
 - ii. Gracie Ochoa - North
 - iii. Ana Chamale – South | **Pg. 165**
- B. **Labor Representatives**
 - i. Johnny Dwyer - WFSE
 - ii. Annette Stofer - AFT Seattle Community Colleges | **Pg. 167**
 - iii. Cody Hiatt - AFT-SPS
- C. **Chancellor | Pg. 169**
- D. **Chair**
 - i. Chancellor Search
 - ii. Legislative Updates
- E. **Trustees**
- F. **College Presidents, Vice Chancellors, Associate Vice Chancellors**
 - i. Jean Hernandez, Interim President of South Seattle College | **Pg. 171**
 - ii. Cindy Riche, Associate Vice Chancellor and Chief Information Officer
 - iii. Julienne DeGeyter, Acting Vice Chancellor of Finance and Operations
 - iv. Kurt Buttleman, Vice Chancellor of Academic and Student Success
 - v. Earnest Phillips, Associate Vice Chancellor of Communications and Strategic Initiatives
 - vi. Chemene Crawford, President of North Seattle College | **Pg. 172**
 - vii. D’Andre Fisher, Associate Vice Chancellor of Equity, Diversity, Inclusion and Community
 - viii. Jennifer Dixon, Vice Chancellor Human Resources
 - ix. Kerry Howell, Vice Chancellor of Advancement
 - x. Bradley Lane, Interim President of Seattle Central College | **Pg. 173**

5:00 p.m. ADJOURNMENT

The next meeting of the Board of Trustees will be held on Thursday, April 13, 2023, at North Seattle College in the North Star Dining Room. There will be a Study Session at 2:00 p.m., and the Regular Meeting will follow at 3:00 p.m.



SESSION	TIME	LOCATION (HYBRID)	
EXECUTIVE	1:00 p.m.	Closed Session	
STUDY	2:00 p.m.	South Seattle College Cascade Hall #107 6000 16th Ave SW Seattle, WA 98106	Zoom zoom.us/j/92181477378 Meeting ID: 921 8147 7378 Passcode: 769924
REGULAR	3:00 p.m.		

TRUSTEE ATTENDANCE			
Teresita Batayola	Absent	Brian Surratt	Present
Louise Chernin, Chair	Present	Rosa Peralta, Vice Chair	Present
Colleen Echohawk	Present		

LEADERSHIP ATTENDANCE			
Kurt Buttleman	Present	Kerry Howell	Present
Ana Chamale	Present	Ronnie Kuan	Absent
Chemene Crawford	Present	Bruce Marvin	Present
Julienne DeGeyter	Present	Gracie Ochoa	Absent
Jennifer Dixon	Present	Earnest Phillips	Present
Johnny Dwyer	Present	Cindy Riche	Present
D’Andre Fisher	Present	Rosie Rimando-Chareunsap	Present
Jean Hernandez	Present	Annette Stofer	Present
Cody Hiatt	Present		

Minutes Recorded by: Ricky Goetz, Senior Executive Assistant to the Board of Trustees

EXECUTIVE SESSION

1:00 p.m. AGENDA

A. Negotiations

- a. Exception (6) To plan or adopt the strategy or position to be taken during collective bargaining, professional negotiations, or grievance or mediation proceedings, or to review proposals made in on-going negotiations or proceedings.

B. Litigation Update

- a. Exception (3) To discuss with legal counsel litigation or potential litigation to which the college is, or is like to become, a party, when public knowledge of the discussion would likely result in adverse consequence to the district;



C. Personnel

- a. Exception (2) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.

STUDY SESSION

2:00 p.m. AGENDA

A. South Seattle College Workforce Tour – Automotive & Culinary Departments | Brian Scheehser, Dean of Hospitality and Service Occupations

Chair Louise Chernin called the meeting to order at 2:09 p.m.

Brian Scheehser, Dean of Hospitality and Service Occupations, led the attendees of the meeting on a tour of South Seattle College’s Automotive & Culinary Departments.

REGULAR SESSION

3:00 p.m. PRELIMINARY MATTERS

A. Call to Order

Chair Chernin called the meeting to order at 3:00 p.m.

B. Land Acknowledgment

The land acknowledgment was performed by D’Andre Fisher, Associate Vice Chancellor for Equity, Diversity, and Inclusion.

C. Approval of Agenda

Motion 1: Trustee Colleen Echohawk moved to approve the agenda and add an item titled “Approve Emeritus Status” to the agenda under action items; motion seconded; motion approved unanimously.

3:10 p.m. PUBLIC COMMENT

Public comment was provided by:

1. Althea Lazzaro
2. Peter Knutson
3. Sandy Long & WFSE staff group
4. Zahra Alavi
5. Cody Hiatt

3:25 p.m. ACTION ITEMS

A. Minutes – Regular Meeting: January 12, 2023 | Pg. 4

Motion 2: Trustee Brian Surratt moved to approve the January 12, 2022 board meeting minutes; motion seconded; motion approved unanimously.

B. Approve Emeritus Status

Motion 3: Trustee Surratt moved to approve granting Steven Hill emeritus trustee status of the Seattle Colleges Board of Trustees; motion seconded; motion approved unanimously.



C. Strategic Plan Bridge Plan Recommendation | Kurt Buttleman | Pg. 8

Dr. Rosie Rimando-Chareunsap, Interim Chancellor, and Dr. Kurt Buttleman, Vice Chancellor for Academic & Student Success, presented a recommendation to adopt a bridge plan. It was stated that at the March 10, 2022 meeting, the Board of Trustees authorized the extension of the current Strategic Plan for another year so that it would remain effective until July 2024. This decision was in anticipation that a final decision on the issue of single accreditation would be made during the months of June and July 2022. Since that time, turnover in the Chancellor role, an unanticipated budget situation, and a number of leadership changes have occurred.

As the extension date is nearing it is time to reapproach the process for the next strategic plan. Three options were presented regarding the next strategic plan: new strategic plan, extend current strategic plan, or pursue a bridge plan.

The administration recommended the bridge plan option and stated that the proposed plan would consist of 10 strategies which will focus on critical infrastructure that supports students while not directly impacting instructional programs or curriculum.

Motion 4: Trustee Colleen Echohawk moved to approve the development and implementation of a Bridge Plan which would focus Seattle Colleges' limited resources on providing equitable experiences for students in key student-facing, non-instructional areas through Summer 2024 in anticipation of finalization of a new Strategic Plan in Fall 2024; motion seconded; motion approved unanimously.

Interim Chancellor Rimando-Chareunsap stated that as we pursue a bridge plan the question around single accreditation lingers. The Interim Chancellor asked the board to make a statement regarding the status of the single accreditation discussion/investigation. Chair Chernin stated that the Board of Trustees will not continue the single accreditation discussion/investigation further until a permanent chancellor is in place.

Motion 5: Trustee Rosa Peralta moved to pause the single accreditation discussion/investigation until a permanent chancellor is in place; motion seconded; motion approved unanimously.

Trustees stated that the board has not made a decision regarding single accreditation and that the permanent chancellor should be in place before the conversation continues. This pause will also allow new trustees time to learn more about this investigation and research that begun before their terms began.

D. PV Array Project and COP Authorization | Julienne DeGeyter & Lincoln Ferris | Pg. 20

Motion 6: Trustee Surratt moved to authorize the financing of the projects as detailed in the provided memorandum, not to exceed \$1.9 million dollars and borrowing of up to \$1.6 million dollars thru the Local Program of the State Treasurer to finance the investment; motion seconded; motion approved unanimously.

E. Search Firm Selection | Louise Chernin & Rosa Peralta | Pg. 26

At the last board meeting the board empowered the chair and vice chair of the request for proposals (RFP) review committee to enter into negotiations with the top identified RFP respondent regarding scope of service and deliverables. It was stated that the RFP committee recommends AGB as the search firm for the permanent chancellor search. The committee is impressed with AGB's commitment to equity, diversity, and inclusion, the thoroughness of their proposal, and their reputation of successful searches in our area.



Motion 7: Trustee Echohawk moved to select AGB as the Search Consultant for Seattle Colleges' permanent chancellor search and asks the Vice Chancellor of Human Resources to prepare and finalize the contract with AGB; motion seconded; motion approved unanimously.

It was stated that representatives from AGB will attend future board meetings to discuss the search plan and timeline.

4:06 p.m. INFORMATION ITEMS

A. FY 2022 - Estimated Cash Balances - Seattle Colleges District | Julienne DeGeyter & Davina Fogg

Julienne DeGeyter, Interim Vice Chancellor for Finance and Operations (VCFO), and Davina Fogg, Controller, provided an overview of the FY 2022 – Estimate Cash Balances Report which is due to the Washington State Board for Community and Technical Colleges each year.

Trustee Peralta stated 5-10% reserves in not enough and ~~made~~ recommended this percentage be increased. It was stated that this recommendation will be enacted upon next year.

B. Capital Projects Update | Julienne DeGeyter & Tona Khau | Pg. 64

VCFO DeGeyter introduced Tona Khau as the new Executive Director of Facilities & Capital Projects for Seattle Colleges. A presentation was provided giving updates on the various major and minor capital projects (completed & in progress) at Seattle Colleges.

C. Capital Projects Balances Report 2021-2023 | Julienne DeGeyter | Pg. 84

No further information (report provided in meeting packet) was provided regarding the Capital Projects Balances Report 2021-2023.

D. Tender of Gifts to Seattle Colleges | Julienne DeGeyter & Kerry Howell | Pg. 88

Motion 8: Trustee Echohawk moved to move the Tender of Gifts to Seattle Colleges agenda item from an information item to an action item; motion seconded; motion approved unanimously.

Kerry Howell, Vice Chancellor of Advancement, requested an amendment to the tender of gifts report. Two gifts of \$1,500,000.00 are listed for the BS in Computer Science. The report was orally amended stating that the report should only list one gift of \$1,500,000.00 for the BS in Computer Science.

Motion 9: Trustee Peralta moved to tender the gifts to Seattle Colleges as amended; motion seconded; motion approved unanimously.

E. Seattle Colleges Campus Climate Survey Launch February 9 - March 9 | D'Andre Fisher

D'Andre Fisher, Associate Vice Chancellor of Equity, Diversity, and Inclusion, announced that the Seattle Colleges Campus Climate Survey launched today. It was stated that the results will be shared at a future board meeting.

F. Proposed Revision to WAC 132F-121 – First Reading | Kurt Buttleman | Pg. 90

Dr. Kurt Buttleman, Vice Chancellor for Academic & Student Success, provided an overview of the proposed revisions to WAC 132F-121: Student Activities, Rights and Discipline. It was stated that the proposed revisions have been reviewed and made in consultation with the Assistant Attorney General Marvin and the Vice Presidents of Student Services.



The proposed revisions were also reviewed by the student councils and the next steps include a public hearing and comments will come to a future board meeting for final review and approval. Trustee Echohawk noted and echoed the concern raised by the student councils regarding the content of these changes being triggering to individuals who have experienced trauma around this issue. It was stated that provisions will be made to accommodate and address this concern.

G. Fall 2022 Final Quarterly Enrollment Report | Kurt Buttleman | Pg. 155

Dr. Buttleman stated that the report at the last board meeting was preliminary and that the report included in the meeting packet should be received as the final fall quarterly enrollment report (no changes since last report).

H. Winter 2023 Quarterly Enrollment Snapshot | Kurt Buttleman | Pg. 157

It was stated that the enrollment trend of increasing enrollment is continuing in winter quarter 2023. As of before this meeting, we are tracking above enrollment targets about 3-5% at each campus. It was stated that enrollment reports will be moved towards the front of information items on the agenda to provide more time for questions and discussion.

I. Legislative Session Update | Louise Chernin

Chair Chernin stated that representatives from Seattle Colleges met with eight legislatures, and they voiced that they are in support of Seattle Colleges and are in support of requests for more funds for community colleges. The Presidents and Chancellor will be visiting Olympia monthly during the legislative session and invited union leaders to pair up together during these visits. It was stated that Seattle Colleges focus is first on employee compensation while also pushing hard on workforce support.

J. ACCT Legislative Summit | Louise Chernin & Chemene Crawford

Chair Chernin and Dr. Chemene Crawford attended the ACCT Legislative Summit in Washington DC. They shared that they met with Senators including Patty Murray and Maria Cantwell on top issues. It was stated that they would like to bring students to this summit in the future.



4:45 p.m. ORAL REPORTS

Section to provide any additional oral reports that were not included in any submitted written reports.

A. Student Representatives

- i. Ana Chamale - South | **Pg. 158**
- ii. Gracie Ochoa - North
- iii. Ronnie Kuan - Central | **Pg. 160**

B. Labor Representatives

- i. Johnny Dwyer - WFSE
- ii. Annette Stofer - AFT Seattle Community Colleges
- iii. Muhammad Javid- AFT-SPS | **Pg. 162**

C. Chancellor

D. Chair

E. Trustees

F. College Presidents, Vice Chancellors, Associate Vice Chancellors

- i. D'Andre Fisher, Associate Vice Chancellor of Equity, Diversity, Inclusion and Community | **Pg. 163**
- ii. Kerry Howell, Vice Chancellor of Advancement
- iii. Bradley Lane, Interim President of Seattle Central College | **Pg. 170**
- iv. Jean Hernandez, Interim President of South Seattle College | **Pg. 171**
- v. Earnest Phillips, Associate Vice Chancellor of Communications and Strategic Initiatives
- vi. Chemene Crawford, President of North Seattle College | **Pg. 172**
- vii. Kurt Buttleman, Vice Chancellor of Academic and Student Success
- viii. Jennifer Dixon, Vice Chancellor Human Resources
- ix. Cindy Riche, Associate Vice Chancellor and Chief Information Officer
- x. Julienne DeGeyter, Acting Vice Chancellor of Finance and Operations

5:00 p.m. ADJOURNMENT

Chair Chernin adjourned the meeting at 5:05 p.m.

The next meeting of the Board of Trustees will be held on Thursday, March 9, 2023, at Seattle Central College in Broadway Edison room 1110/1111. There will be a Study Session at 2:00 p.m., and the Regular Meeting will follow at 3:00 p.m.



DATE	TIME	LOCATION (HYBRID)	
February 17, 2023	10:30 a.m.	Seattle Colleges District Office Siegal Center 2 nd Floor Conference Room 1500 Harvard Ave Seattle, WA 98122	Zoom zoom.us/j/91341925234 Meeting ID: 913 4192 5234 Passcode: 449024

TRUSTEE ATTENDANCE			
Teresita Batayola	Absent	Brian Surratt	Present
Louise Chernin, <i>Chair</i>	Present	Rosa Peralta, <i>Vice Chair</i>	Present
Colleen Echohawk	Present		

Guests: Kurt Buttleman, Kevin Bowersox-Johnson, Jennifer Dixon, D’Andre Fisher, Kao Lezheo, Earnest Phillips, Annette Stofer

Minutes Recorded by: Ricky Goetz, Senior Executive Assistant to the Board of Trustees

REGULAR SESSION

10:30 a.m. PRELIMINARY MATTERS

- A. Call to Order
- B. Land Acknowledgment | D’Andre Fisher, Associate Vice Chancellor of Equity, Diversity, Inclusion
- C. Approval of Agenda
Motion 1: Trustee Brian Surratt moved to approve the agenda; motion seconded; motion approved unanimously.

10:35 a.m. PUBLIC COMMENT

No public comments were made.

10:50 a.m. ACTION ITEMS

- A. **Approval of Permanent Chancellor Search Committee Membership | Louise Chernin & Rosa Peralta**
 1. **Board Member:** Louise Chernin
 2. **Board Member:** Rosa Peralta
 3. **CEC:** Bradley Lane, President of Central
 4. **CEC:** Earnest Phillips, AVC Communications
 5. **Foundation:** Barbara Dingfield or Rahim Rajam (pending confirmation)
 6. **Community Member:** Naria Santa Lucia, Microsoft Philanthropies
 7. **Community Member:** Gail Morris, Director of Indian Education at Seattle Public Schools
 8. **Pro Staff:** Belinda Tillman, Welcome Center, North
 9. **WFSE Classified:** Dawnelle Wilkie, Library, Central
 10. **EDI:** Alexis Burriss, South Navigator
 11. **Student North:** Min-To
 12. **Student Central:** Qimuge Xuren



13. Student South: Charles Askew

Ex Officio, Nonvoting members

- 14. **HR:** Scott Rixon, HR
- 15. **Inclusion Advocate:** D'Andre Fisher, AVC EDI
- 16. **Inclusion Advocate:** Kevin Bowersox-Johnson
- 17. **Executive Assistant:** Eric Vanhooser

Jennifer Dixon, Vice Chancellor for Human Resources, stated that all three unions were invited to submit representatives to serve on this hiring committee. The AFT Faculty Union responded to the call for representatives and declined the invitation to submit a representative to serve on the committee.

Motion 2: Trustee Colleen Echohawk moved to approve the permanent chancellor search committee membership.

A conversation ensued regarding providing the AFT Union additional time to submit a representative to serve on the hiring committee. Kevin Bowersox-Johnson, Inclusion Advocate on the hiring committee, stated that the initial task of the committee is to establish a shared comprehension of roles and responsibilities, in addition to fostering synergy, trust, and commitment to the decision-making process. To achieve this, the committee holds community-building conversations in which the group collaboratively defines communication and engagement protocols, as well as devises strategies for effectively managing conflicts and supporting successes. This is an ongoing process that necessitates regular practice during committee meetings. However, the addition of new committee members may potentially disrupt this process, leading to a loss of trust and a delay in progress. Therefore, it is essential to ensure that members are adequately integrated into the committee's culture, vision, and working practices from the beginning to maintain a positive and effective environment.

Motion 3: Trustee Rosa Peralta moved to accept an AFT Faculty representative to serve on the permanent chancellor search committee as a voting member up until the first search committee meeting.

It was stated that a memo will be sent to the AFT Faculty Union following this meeting to alert the union of the motion above.

11:00 a.m. ADJOURNMENT

Chair Chernin adjourned the meeting at 11:00 a.m.

The next meeting of the Board of Trustees will be held on Thursday, March 9, 2023, at Seattle Central College in Broadway Edison room 1110/1111. There will be a Study Session at 2:00 p.m. and the Regular Meeting will follow at 3:00 p.m.



MEMORANDUM

To: Board of Trustees
From: Rosie Rimando-Chareunsap, Interim Chancellor
Date: March 9, 2023
Subject: Award of Faculty Tenure Recommendations - Winter 2023

BACKGROUND

Pursuant to the rules and regulations of RCW 28B.50.850, members of the Board of Trustees have received and reviewed tenure summaries of nine probationary faculty members across the colleges. The faculty members listed below have been found to be qualified in their fields as instructors and have been recommended for tenure in their disciplines by their college tenure review committees, vice president for instruction, and president. I concur with these recommendations.

TENURE RECOMMENDATIONS

North Seattle College:

- William Barry - Math & Science
- Deepa Bhandaru – Arts, Humanities, & Social Sciences
- Angel Hayoung Kim - Workforce Instruction

Seattle Central College:

- Desiree Simons - Arts, Humanities, & Social Sciences
- Jimmy Truong - Nursing

South Seattle College:

- Charlotte Brun - Library
- Sean Cargill - Workforce
- Denise Grollmus - Arts & Humanities
- Amiko Matsuo - Art

RECOMMENDED ACTION

It is hereby recommended that the Board of Trustees, as the authorized appointing authority, award tenure to faculty members in their respective disciplines as specifically indicated above. All these probationally faculty members have been reviewed and recommended by the college Tenure Review Committees and by the appropriate college and district administrative staff.

Submitted by and transmitted to the Board with a favorable recommendation,

Rosie Rimando-Chareunsap, Ed.D.
Interim Chancellor, Seattle Colleges

MEMORANDUM

TO: Board of Trustees

FROM: Dr. Rosie Rimando-Chareunsap, Interim Chancellor
Chemene Crawford, President, North Seattle College

DATE: March 9, 2023

SUBJECT: Option to Lease Agreement for North Seattle College Affordable Housing Project

Background

In September 2020 North Seattle College issued an RFI soliciting letters of interest from non-profit real estate developers to develop a parcel of land on the campus for affordable housing. In January 2021 the College requested Trustee approval to enter into an Exclusive Negotiating Agreement with Bellwether – Chief Seattle Club to develop the land. Pursuing the project required the approval of SBCTC, which authorized the project in March 2021 subject to the conditions of Resolution 21-03-10; SBCTC was updated on the subsequent negotiations and passed Resolution 22-08-44 on August 23, 2022 (Appendix B), revising the conditions for their approval of a ground lease, one of which was the approval of the negotiated ground lease by the Seattle Colleges District VI Board of Trustees. This agenda item updates the Board on the status of the lease negotiations and asks the Board to support the approval of the *Option to Lease Agreement*.

Option and Intent to Lease Agreement

The lease cannot be finalized until all parties (including the parties financing the project) agree on the final lease terms. Conversely, Bellwether cannot secure project financing without reasonable assurance that the College and SBCTC will approve the final version of the lease (if it is consistent with lease terms associated with an *Option to Lease Agreement*).

The purpose of the *Option to Lease Agreement* is to demonstrate to potential financiers of the project that Bellwether has the conditional right to develop the property. This will allow financing parties to understand the risks of the project, how their interests will be protected and, ultimately, whether they should invest in the project or not. The following draft documents are referenced in the *Option to Lease Agreement* and included as part of Appendix A, the option is based on the final versions of the documents being consistent with the draft documents:

- Ground Lease
- Ground Lease Exhibit A – Legal Description
- Affordable Housing Covenant
- Conveyance Agreement
- Affirmative Marketing Plan

The final lease will be entered into at closing when all financing commitments and associated documentation, whether state, county, city, equity investment, bonds and permanent financing occur simultaneously. The final lease would be approved prior to final closing and would need to be approved by SBCTC as the property title holder. As the title holder to the property SBCTC must approve the *Option to Lease Agreement* as well as the final lease.

Project Development Status and Lease Negotiations Process

The next phase of project is the design and entitlement process, which requires Bellwether to make a significant financial investment; Bellwether will not proceed with that work unless it has a reasonable assurance that the College and SBCTC will approve the final version of the lease. To meet City of Seattle development deadlines, Bellwether must begin design work no later than April – otherwise the project will be delayed at least a year. This means that SBCTC must approve the *Option to Lease Agreement* and the associated lease terms at its March meeting.

We have come to agreement with Bellwether on all major matters, excepting one – Section 7.3. If Bellwether and Seattle Colleges were the only parties involved in the lease agreement, we would have resolved the issue already. However, the terms of the lease also need to be acceptable to potential funders of the project. One of those potential funders is the City of Seattle’s Office of Housing (OH). Their default loan policy for affordable housing projects is to require the borrower to pledge both the leasehold improvements (the affordable housing) and the underlying property as collateral for the loan in the event there is a default. The default scenario OH is concerned about is one in which a developer pulls a “bait and switch” and converts the affordable housing into market rate housing. The goal of OH’s policy is to ensure that there is no scenario under which a developer could take such action. While the risk of losing ownership of the property in a default scenario is vanishingly small, based on discussions with SBCTC we do not believe SBCTC will approve an *Option to Lease Agreement* with lease terms that conform to OH’s default policy. Bellwether has informed us that they cannot proceed with the project “until the College and the City can come to an agreement that would satisfy both parties”.

We are thus at an impasse that we need to resolve through discussions with the City of Seattle. While we are optimistic that we can resolve the issue doing so prior to the Board’s March 9th meeting is unlikely, but we are hopeful that we can resolve it prior to SBCTC’s upcoming meeting. There are several different ways in which the matter can be resolved, which will be explained to the Board by counsel we have retained for this complex matter.

We are requesting that the Board support SBCTC’s entry into the *Option to Lease Agreement* to advance the project while protecting the interests of the College and SBCTC. The development of an option will enable the developer to secure financing for the project and allow us to finalize the terms of the lease, subject to the approval of the appropriate governing bodies.

Recommendation

It is the request of the College that the Board support:

1. SBCTC’s approving the attached *Option to Lease Agreement* to enable the development of affordable housing and the Intellectual House at North Seattle College while protecting the interests of North Seattle College and SBCTC.

2. That the Board delegate the authority to the President of North Seattle College to negotiate and approve revisions to the ground lease as necessary prior to closing on behalf of the Board.

Dr. Chemene Crawford
President, North Seattle College

Transmitted to the Board with a favorable recommendation.

Dr. Rosie Rimando-Chareunsap
Interim Chancellor

OPTION TO LEASE AGREEMENT

THIS OPTION TO LEASE AGREEMENT (the "Agreement") effective as of _____, 2023 ("Effective Date"), is executed by and between STATE OF WASHINGTON, State Board of Community and Technical Colleges (hereinafter referred to as "Grantor"), and Bellwether Housing, a Washington nonprofit corporation ("Bellwether") and Chief Seattle Club, a Washington nonprofit corporation ("CSC", and together with Bellwether collectively hereinafter referred to as "Grantee") with reference to the following facts.

A. Grantor is the owner of certain real property legally described in Exhibit A attached hereto and by this reference incorporated herein (the "Property").

B. Grantee, through an affiliate, desires to lease, construct and operate on the Property a mixed use affordable housing development, including approximately 200 units of low-income housing and an approximately 5,700 square foot community center in shell condition (collectively, the "Project").

C. Grantor and Grantee acknowledge and agree that Grantee will be investing material sums in its investigation of the Property and that Grantor would benefit if the parties enter into the Lease (defined below).

D. Grantor wishes to grant to Grantee an option to lease the Property upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above, the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. Each recital set forth above is hereby incorporated into the body of this Agreement by reference.

2. Grant of Option. Subject to the terms below, Grantor hereby grants to Grantee the exclusive option to lease the Property (the "Option") upon the terms and conditions set forth generally in conformance with the sample Ground Lease attached as Exhibit B to this Agreement and incorporated herein by reference (the "Lease"). The Lease shall be subject to further negotiation between Grantor and Grantee following the date hereof and shall be finalized prior to expiration of the Option Period (defined below), but shall contain the following terms and conditions: (i) a term of not less than 87 years (subject to legislative approval), (ii) a capitalized lease payment in the current estimated amount of \$3,989,830 (the "Lease Payment"), and (iii) Grantee's obligation to construct and operate on the Property a mixed use affordable housing development, including approximately 200 units of low-income housing and an approximately 5,700 square foot community center in shell condition (collectively, the "Project"). In connection with the Lease, Grantor and Grantee will enter into a Conveyance Agreement pursuant to which Grantee will convey an interest in the Project to Grantor ("Conveyance Agreement") and a Development Agreement which will govern the initial development of the Project ("Development Agreement"). The Conveyance Agreement and Development Agreement shall each be negotiated between Grantor and Grantee following the date hereof and shall be finalized prior to expiration of the Option Period.

3. Final Lease Payment. The final Lease Payment may be adjusted by the mutual written agreement of Grantor and Grantee based on the final schedule of values and guaranteed maximum price for construction of the Project and final projected soft costs for the Project (both as allocated between the respective elements of the Project).

4. Option Period; Exercise of Option. The term of the Option shall commence upon the Effective Date and shall expire at 5:00pm Pacific Time on December 31, 2025, unless terminated earlier as provided herein (the "Option Period"). Grantee may exercise this Option prior to the expiration of the Option Period by providing written notice to Grantor. If Grantee fails to exercise the Option within the timeframe required herein, the Option shall immediately terminate at Grantor's election and be of no further force and effect. Upon the termination or expiration of the Option, Grantee shall, within ten (10) business days after a request by Grantor, execute, acknowledge and deliver to Grantor a "Termination of Option" in recordable form and with content reasonably acceptable to Grantor, evidencing the expiration and termination of this Option and to be recorded with the King County Recorder's Office.

5. Inspection and Evaluation of the Property. During the Option Period, Grantor shall provide or make available to Grantee for inspection and copying to the extent available or within Grantor's possession or control such documentation or records regarding the Property which Grantee deems reasonably necessary to conduct its review of the Property. Notwithstanding the foregoing, in no event shall Grantor be obligated to make available (or cause to be made available) any e-mails or any proprietary or confidential documents including reports or studies that have been superseded by subsequent reports or studies or any (1) information contained in financial analyses or projections (including Grantor's budgets, valuations, cost-basis information and capital account information); (2) material that is subject to attorney-client privilege or that is attorney work product; (3) appraisal reports or letters; (4) internal approval and reporting materials; (5) internal memoranda; (6) organizational, financial and other documents relating to Grantor or its affiliates; (7) material that Grantor is legally required not to disclose other than by reason of legal requirements voluntarily assumed by Grantor after the date hereof; (8) preliminary or draft reports or studies that have been superseded by final reports or studies; or (9) letters of intent, purchase agreements or other documents, instruments or agreements evidencing or relating to Grantor's acquisition of the Property or any prior attempted sale of the Property or any portion thereof.

As used herein, "Grantee's Representatives" shall mean Grantee and any officers, directors, employees, agents, consultants, representatives and attorneys of Grantee.

(a) Property Access. During the Option Period, Grantee and Grantee's Representatives shall have at its sole cost and expense, and at times and for durations agreed with Grantor, the right to enter upon the Property for the sole purpose of: (i) making non-invasive topographical surveys, property condition reports, soil tests, environmental reports and other similar studies and (ii) such other tests as are preapproved by Grantor in writing ("Due Diligence Documents") that, to Grantor's knowledge, are in the possession or control of Grantor (any and all of such activities by Grantee being referred to herein as the "Due Diligence Activities").

(b) As-is Condition. Grantee specifically acknowledges and agrees that (1) Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property except as specifically stated herein, and (2) Grantee will access the Property in its "As-Is" and "WITH ALL FAULTS" condition as of the Effective Date.

(c) Notice; Supervision. Grantee and Grantee's Representatives shall provide Grantor with at least 24 hours' notice (which notice may be via email) before entering onto the Property for the purpose of conducting any Due Diligence Activities. Grantor or its agents shall have the right to accompany Grantee and Grantee's Representatives during each such entry.

(d) Environmental Testing. Any environmental testing of the Property shall be limited to a Phase I environmental audit performed in accordance with ASTM Standard E1527 except as otherwise approved by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed.

(e) Copies of Reports. Upon termination of this Agreement and written request from the Grantor, Grantee shall promptly deliver to Grantor a copy of any written environmental or soils inspection or test report, or summary prepared by any third party, without representation or warranty of any kind.

(f) Compliance with Laws. Grantee and Grantee's Representatives shall use due care and diligence in all of its activities hereunder and shall comply with all applicable laws, rules, regulations and standards imposed by any governmental authority, including without limitation all Environmental Laws (as hereinafter defined), in conducting the Due Diligence Activities. Grantee will obtain all necessary governmental licenses and permits, if any, prior to undertaking any Due Diligence Activities.

(g) Liens, Condition of the Property. Neither Grantee nor Grantee's Representatives shall permit any lien to be filed against any portion of the Property in connection with the Due Diligence Activities. and Grantee shall use commercially reasonable efforts to avoid or minimize any physical damage to the Property as a result of any inspection or other activity conducted by Grantee or Grantee's Representatives. Grantee shall, at its sole cost and expense and in accordance with all requirements of applicable law, promptly restore any physical damage or alteration of the physical condition of the Property that results from any inspection or other activity conducted by Grantee or any Grantee's Representative to materially the same condition it was in immediately prior to such

inspection; provided, however, if any such inspections discover the presence of any hazardous substances or materials, then Grantee shall not be obligated to restore or remediate such hazardous substances or materials unless and to the extent exacerbated by Grantee or any of Grantee's Representatives.

(h) Insurance Policies. Prior to entering upon the Property for any reason, Grantee, or Grantee's Representatives, shall carry the following policies of insurance and provide to the Grantor upon request by Grantor a certificate of insurance evidencing the same: (i) commercial general liability insurance in the amount of not less than One Million Dollars (\$1,000,000) on an occurrence basis and Two Million Dollars (\$2,000,000) on an aggregate basis, insuring against bodily injury or death of persons or property damage caused by Grantee or its contractors or agents and occurring in or about the Property, and against any loss, liability or damage on, about or relating to all or any portion of the Property caused by Grantee or Grantee's Representatives in connection with the Due Diligence Activities, and such policy shall include the Grantor and its respective property managers, and their affiliates as additional insureds on a primary and non-contributory basis; (ii) auto liability insurance covering owned (if any), hired, and non-owned autos in the amount of at least \$1,000,000.00 per accident, and such policy shall include the Grantor and its respective property managers as additional insureds on a primary and non-contributory basis; and (iii) workers compensation together with employer's liability insurance to the extent required by law. Such certificate shall name Grantor as an additional insured. Grantee will provide at least 20 days prior notice to Grantor before the cancellation of such insurance or its reduction below levels required by this Agreement.

(i) Obligation of Confidentiality. Grantee shall keep all information and data developed or obtained by Grantee with regard to the Property confidential and shall refrain from disclosing such information and data to any third party (other than its parents, affiliates, attorneys, related parties, agents and funders).

(j) Indemnity. Grantee hereby agrees to indemnify Grantor and hold Grantor and its partners, and its or their respective equity holders, trustees, managers, directors, agents, representatives, officers, employees, successors and assigns harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, interest, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including but not limited to reasonable attorneys' fees and expenses) to the extent arising from any Due Diligence Activity, including, but not limited to, any inspection, test, study or any other activity carried on or undertaken on the Property pursuant to this Agreement or otherwise, by Grantee or any Grantee Representatives, or any third persons at any time present on the Property at the request of Grantee; provided that this indemnity shall not extend to (a) protect Grantor from, or compensate Grantor for, any pre-existing condition, defect, violation or liability for matters merely discovered by Grantee, but only to the extent not exacerbated by Grantee or (b) any liens, claims, causes or action, damages, liabilities or expenses that are attributable to the negligence, action or inaction of Grantor or its agent or employee.

6. Attorney General Approval. This Agreement is subject to the Grantor obtaining final review and approval of the Office of the Attorney General of the State of Washington.

7. Entire Agreement. All understandings and agreements previously existing between the parties, if any, are merged into this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement or representation made by the other not embodied herein.

8. Notices. All notices, demands, requests, consents and approvals which may, or are required to, be given by any party to any other party hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

Grantor at: _____

Grantee at: _____

or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

9. Assignment. This Agreement and all rights, title and interest of Grantee are not assignable by Grantee.

10. Amendment, Waiver. No modification, termination or amendment of this Agreement may be made except by written agreement or as otherwise may be provided in this Agreement. No failure by Grantor or Grantee to insist upon the strict performance of the other party's obligation hereunder shall constitute a waiver of strict performance thereafter of all of the other party's obligations hereunder. All the terms, provisions, and conditions of this Agreement shall inure to the benefit of and be enforceable by Grantor and Grantee and their respective heirs, legal representatives, successors and assigns.

11. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

12. Merger of Prior Agreements. This Agreement and the exhibits hereto constitute the entire agreement between the parties with respect to the lease of the Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

13. Neutral Authorship. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

14. Time is of the Essence. Time is of the essence in the performance of this Agreement. Failure of either party to insist upon the strict performance of the other party's obligation hereunder shall not constitute a waiver of strict performance thereafter of all of the other party's obligations hereunder.

15. Severability. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. Remedies Cumulative. Except as otherwise expressly provided herein, the rights and remedies given herein to Grantor and Grantee shall be deemed cumulative, and the exercise of one or more of such remedies shall not operate to bar the exercise of any other rights reserved to Grantor or Grantee under the provisions of this Agreement or given to Grantor or Grantee by law.

17. Commission. Grantee and Grantor each represent to the other that neither is represented by any broker, agent or finder with respect to this Agreement or the Lease. To the extent permissible under applicable law, each party agrees to indemnify and hold the other party harmless from and against any and all liability, costs, damages, causes of action or other proceedings instituted by any agent or contractor of the indemnifying party (by way of example and not limitation: broker, agent or finder, licensed or otherwise), to the extent arising from the conduct of the indemnifying party in any manner whatsoever in connection with this Agreement or the Lease. This indemnification shall survive the expiration or other termination of this Agreement.

18. Survival. The indemnity and confidentiality obligations under this Agreement shall survive any termination of this Agreement.

19. Governing Law; Venue. This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington and the parties agree that in any such action venue shall lie exclusively in King County, Washington.

20. Memorandum of Option. Grantor and Grantee hereby agree to record in the real property records on or promptly following the Effective Date a memorandum of this Agreement (“Memorandum”) in the form attached hereto as Exhibit C. Grantee shall all costs and fees incurred with the recording of the Memorandum.

21. Exhibits. The following exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

Exhibit A	Legal Description
Exhibit B	Form of Lease
Exhibit C	Form of Memorandum of Option

[Signatures follow]

GROUND LEASE AGREEMENT

BETWEEN

[_____] **AS LANDLORD**

AND

[_____] **AS TENANT**

FOR

MIXED USE AFFORDABLE HOUSING PROJECT

[_____] **SEATTLE, WASHINGTON**

GROUND LEASE AGREEMENT

This Ground Lease Agreement ("Lease") is made as of the ____ day of _____, 20__ by and between [____], an agency of the State of Washington, as "Landlord" and [____], a Washington limited liability limited partnership, as "Tenant" with reference to the following facts:

RECITALS

A. The Landlord (sometimes referred to herein as the "College") is the owner of a parcel of real property with a street address of [____] located in the City of Seattle, Washington legally described in the attached **Exhibit A** and referred to herein as the Property.

B. The College selected affiliates of Tenant, Bellwether Housing, a Washington nonprofit corporation and Chief Seattle Club, a Washington public benefit nonprofit corporation, as developers of a mixed used projecting consisting of approximately 200 dwelling units, ranging in size from studios to 3-bedroom units and up to 60 parking stalls (the "Affordable Housing Project" or "Affordable Housing"). Tenant will also construct an approximately 5,700 gross square feet community center in shell condition which will be acquired by the College ("Community Center Project" or "Community Center") to provide education, leadership, and cultural experiences for Native American, Alaska Native, and First Nations and other students and the broader campus community. The Affordable Housing Project and the Community Center Project are collectively referred to herein as the "Project".

C. The operation of a portion of the Project as affordable rental housing is expected (i) to enhance the surrounding community, (ii) to assist Landlord in attracting and retaining a talented workforce, (iii) to contribute to the goals of Landlord to encourage its workforce to commute to work by walking, biking and transit and thereby reduce the number of single-occupancy vehicle trips in the transportation corridors that serve the College's campus and (iv) will support the enrollment of more diverse students of all ages and backgrounds at the College and strengthen advocacy and community partnerships.

D. In furtherance of Tenant's mission and Landlord's desire to have the Project developed on the Property, Landlord and Tenant are entering into this Lease on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Landlord and Tenant agree as follows:

AGREEMENT

1. Incorporation of Recitals; Definitions; Basic Lease Terms. Each recital set forth above is incorporated into this Lease as though fully set forth herein. All capitalized terms not otherwise defined herein shall have the meaning set forth in Section 30 hereof. This Section 1 contains the Basic Lease Terms of this Lease.

a. Property: (Section 2)

[]

b. Term: (Section 2.3)

A fixed term of eighty-seven (87) years.

c. Base Rent: (Section 3)

The Base Rent payable by Tenant under this Lease, together with leasehold excise tax (if applicable) on Taxable Rent.

d. Permitted Use: (Sections 6.1/6.2)

Multifamily rental housing and Community Center.

2. Premises.

2.1 Lease to Tenant. In consideration of the Rent to be paid and the covenants and agreements hereinafter provided which Tenant agrees to keep and perform, Landlord leases to Tenant and Tenant leases from Landlord the Premises.

2.2 Title to and Condition of Premises. Tenant has conducted a thorough investigation of the Premises and is in all material respects aware of the present condition of the Premises. Except as set forth in Section 21.1 below, the Premises is leased to Tenant in its present as-is condition without representation or warranty of any kind by Landlord, express or implied, and without limitation subject to (a) the existing condition of title, and (b) all applicable Legal Requirements (defined below) now or hereafter in effect. Tenant accepts the Premises subject to all of the foregoing and, without any representation or warranty by Landlord, express or implied, and without recourse to Landlord as to the physical condition or suitability of the Premises for Tenant's intended purposes. Notwithstanding the foregoing, prior to the Effective Date the College shall have (a) completed removal and relocation of the memorial rock from the Premises and (b) completed a subdivision, boundary line adjustment or short plat (as determined by Landlord and approved by Tenant) to legally create the Premises.

2.3 Term. This Lease shall be effective as of the Effective Date, shall continue for the Term of eighty-seven (87) years after the Effective Date and shall expire on the Expiration Date unless sooner terminated pursuant to this Lease. Landlord and Tenant shall execute and record (at Tenant's cost) in the real property records of King County, Washington a Memorandum of Lease in the form attached hereto as **Exhibit B** to set forth the Commencement Date and Expiration Date of this Lease.

3. Rent.

3.1 Rent; General Provisions. On the Effective Date, Tenant shall pay Landlord in advance, and without deduction, offset, prior notice or demand, Base Rent in the amount of [\$3,989,830] [NTD: Base rent will be calculated based on \$71.62/square foot for leased area of 98,990 square feet, but not to exceed \$6,720,721, minus the actual (per bid) shell construction hard and soft costs for the Community Center Project.]. Such one-time-only payment (i) shall be for

the entire Term of this Lease, (ii) shall be deemed earned by Landlord upon payment and not subject to any reimbursement, credit, abatement, or similar in favor of Tenant, and (iii) shall be made at Landlord's address set forth in Section 31.7 or as otherwise directed in writing by Landlord. In addition to the Base Rent, Tenant shall pay Landlord leasehold excise tax on Taxable Rent as defined in RCW 82.29A (currently 12.84% of Taxable Rent) as and when required by RCW 82.92A. Notwithstanding any provision of this Lease to the contrary, following an assignment or other transfer by Landlord of its interest in the Premises (including an assignment of its interest under this Lease) leasehold excise tax shall not be payable on Taxable Rent if the assignee is not the State of Washington or other entity which is exempt from payment of ad valorem property taxes under Article 7, Section 1 of the Washington State Constitution or other Law, or is not required to collect leasehold excise tax under RCW Chapter 82.29A, as amended from time to time, in which case, Tenant shall be responsible for payment of all real and personal property taxes assessed against the Premises as provided in Section 4 of this Lease. To the extent applicable, Additional Rent for any partial month shall be prorated on a daily basis at the rate of 1/30th of the monthly installment of any such Additional Rent then due.

3.2 Basis for Rent. The amount of Base Rent has been determined by Landlord to be reasonable in light of the tangible and intangible benefits to be realized by Landlord in connection with Tenant constructing and operating the Project for the Permitted Use and in accordance with the Affordable Housing Covenant.

3.3 Additional Rent. Beginning on the Effective Date, all amounts which Tenant is required to pay to Landlord pursuant to this Lease (other than Base Rent) shall constitute additional rent ("Additional Rent") whether or not the same be designated as Additional Rent in this Lease. Except as otherwise expressly provided herein, Tenant shall perform all its obligations under this Lease at its sole cost and expense, and shall promptly pay all Additional Rent. Tenant shall also promptly pay to all third parties any other sums required to be paid by Tenant under this Lease, when the same shall be due and payable and in all events prior to delinquency.

3.4 Absolute Net Lease. This Lease is intended to be and shall be construed as an absolutely net lease pursuant to which Landlord shall not, except as otherwise expressly provided in this Lease, under any circumstances or conditions, whether presently existing or hereafter arising, or whether beyond the present contemplation of the parties, be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability, except as otherwise expressly provided in this Lease, and Tenant shall make any and all payments required hereunder.

3.5 CC Unit. As additional consideration for the Lease, Tenant shall construct the CC Unit in shell condition and convey the CC Unit to Landlord pursuant to a Conveyance Agreement by and between Landlord and Tenant of approximately even date herewith ("Conveyance Agreement").

4. Taxes and Assessments.

4.1 Payment by Tenant. Tenant shall pay all Taxes (other than leasehold excise taxes payable on Taxable Rent) directly to the applicable governmental agency prior to delinquency and shall provide proof of such payment to Landlord promptly upon request. Tenant

shall pay any applicable leasehold excise tax on Taxable Rent to Landlord on the first day of each month and Landlord shall remit such leasehold excise tax payments to the applicable governmental agency prior to delinquency or assessment of penalty or interest.

4.2 Definition of Taxes. "Taxes" means all real and personal property taxes and assessments (including assessments for public improvements), all license and permit fees, charges for public utilities, leasehold excise taxes, other excise taxes, levies, sales, use and occupancy taxes, business and occupation taxes, all gross receipts or similar taxes (i.e., taxes based upon gross income which fail to take into account deductions with respect to depreciation, interest, taxes or ordinary and necessary business expenses relating to the Premises), any tax or charge assessed against the Taxable Rent as defined in RCW Chapter 82.29A or fair market value of the Premises and any taxes levied or assessed in addition to or in lieu of, in whole or in part, such taxes, assessments or other charges (including any leasehold excise taxes which may from time to time be levied on the leasehold estate created by this Lease or any sublease of individual Units) and all other governmental impositions and charges of every kind and nature, general and special, ordinary and extraordinary, foreseen and unforeseen of every character (including interest and penalties thereon) which at any time during or in respect of the Term may be imposed, levied upon or assessed against or which arise with respect to or constitute a lien upon the Premises (or any part thereof), the leasehold estate created by this Lease or any part thereof, or any sublease of individual Units, or any estate, right or interest therein, or any occupancy, use or possession of or activity conducted on the Premises or any part thereof. To the extent Taxes, assessments or other charges can be paid in installments, Tenant may pay such Taxes in installments and shall only be liable for Taxes from and after the Commencement Date and during the Term of this Lease. With respect to any general or special assessments which may be levied against or upon the Premises or any part thereof, or which under the Laws then in force may be evidenced by improvement or other bonds or may be paid in annual installments, only the amount of such annual installment, and interest due thereon, shall be included within the computation of Taxes. Tenant's obligation to pay such Taxes accruing during the Term of this Lease shall survive the expiration or earlier termination of this Lease.

4.3 Permitted Contests. So long as no Event of Default has occurred and is continuing, Tenant may, at its sole cost and expense and after prior notice to Landlord, by appropriate legal proceedings conducted in good faith and with due diligence, contest the amount, validity or application, in whole or in part of any Tax or lien therefor, if and only if:

(a) Neither the Premises nor any part thereof or interest therein is or will be in any danger of being sold, forfeited or lost;

(b) Such delay would not subject Landlord to criminal liability or fine;
and

(c) Tenant shall have furnished such security, if any, as may be required in the proceedings or as may be reasonably requested by Landlord.

Landlord shall have no obligation to join in any such proceedings. Tenant shall indemnify, protect, defend and hold Landlord and the Premises harmless from any lien or liability with respect to any such Tax or contest thereof, including all costs and expense related thereto.

4.4 Personal Property Taxes. Tenant shall pay prior to delinquency all personal property taxes assessed against and levied upon Tenant's furnishings, equipment and all other of Tenant's Personal Property contained in the Premises. Tenant shall cause the Project, Tenant's furnishings, equipment and all other of Tenant's Personal Property to be assessed and billed separately from the Property.

5. Compliance with Legal Requirements and Affordable Housing Covenant. Tenant shall at its sole cost and expense comply with, and ensure that the Project complies with and perform all obligations with respect to (a) all applicable local, state and federal laws, ordinances and regulations, and other governmental rules, orders and determinations now or hereafter in effect, whether or not presently contemplated, applicable to the Premises, or its ownership, operation, use or possession (collectively, "Legal Requirements"), including, (without limitation), all those relating to parking restrictions, building codes, zoning or other land use matters, the Fair Housing Act of 1968, as amended, The Americans With Disabilities Act of 1990, as amended, life safety requirements, environmental compliance with respect to the handling, treatment, storage, disposal, discharge, use and transportation of Hazardous Substances and (b) all covenants, conditions and restrictions applicable to the Premises or any part thereof and its ownership, operation, use or possession, including, without limitation, the Affordable Housing Covenant.

6. Permitted Use.

6.1 Premises to be Used as a Mixed Use Affordable Housing Project. The Premises may be used as a mixed use affordable housing project and community center ("Permitted Use") and for no other purpose without the prior written consent of Landlord. Upon sufficient completion of the Project, Tenant intends to subject Tenant's leasehold interest in the Property to a condominium regime to create a two unit condominium ("Leasehold Condo Regime"). One unit will be comprised of the Affordable Housing Project (the "Housing Unit") and one unit will be comprised of the Community Center Project (the "CC Unit"). Any condo declaration, bylaws, and other documents necessary to establish the Leasehold Condo Regime shall be subject to the prior written consent of Landlord. Landlord makes no representations or warranties regarding Tenant's ability to create a condominium regime. Tenant intends to construct the Community Center Project in shell condition and then convey the CC Unit to the Landlord pursuant to the Conveyance Agreement. Any limitations on Landlord's liability pursuant to this Lease are solely with respect to Landlord as landlord hereunder and not in any capacity of Landlord as owner of the CC Unit. Upon establishment of the Leasehold Condo Regime, Landlord and Tenant shall reasonably cooperate with each other to amend this Lease as may be necessary in order to properly reference the Leasehold Condo Regime and make any other necessary adjustments associated therewith.

6.2 Affordable Housing Covenant. On the Effective Date, Tenant and Landlord shall execute the Affordable Housing Covenant. The Affordable Housing Covenant shall be recorded (at Tenant's cost) in the real property records of King County, Washington on the Effective Date immediately following the recording of the Memorandum of Lease and shall constitute a covenant running with the land binding upon Tenant, any Leasehold Mortgagee and any of their respective successors and assigns as a covenant restricting the use of the Housing Unit for the period set forth in the Affordable Housing Covenant.

6.3 Affirmative Marketing To Employees of the College. Tenant shall adopt and follow an affirmative marketing plan (the “Affirmative Marketing Plan”) acceptable to Landlord designed to affirmatively market Units to individuals employed by the College, and to attract eligible persons from all racial, ethnic, and gender groups in the housing market to available Units, all as more fully set forth in the Affordable Housing Covenant, all consistent with applicable statutes, laws and regulations, included but not limited to the Fair Housing Act and Section 42 of the Internal Revenue Code. Any material updates or modifications to the Affirmative Marketing Plan will be subject to the prior approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

6.4 Suitability. Except as set forth herein, and except as provided in Section 21.1 of this Lease, neither Landlord nor any agent or employee of Landlord has made any representation or warranty with respect to the Premises. Tenant further acknowledges that except as otherwise provided herein Landlord has not agreed to undertake any modification, alteration or improvements to the Premises or to supply any utilities or other services to the Premises. Notwithstanding the foregoing, (a) Landlord (at no cost to itself in its capacity as Landlord hereunder) shall allow permanent power service to the Premises at the 3-phase service provided by Seattle City Light to the Landlord’s adjacent property and (b) Landlord hereby grants Tenant a non-exclusive right to use the sidewalks, drive aisles and driveways on Landlord’s adjacent property for ingress and egress to and from the Property and for installation, maintenance, repair or reconstruction of utilities serving the Premises. Landlord shall maintain the sidewalks, drive aisles and driveways on Landlord’s adjacent property in good condition and shall allow for unimpeded access to and from the Property, provided, however, Tenant shall be solely responsible for any damage cause by Tenant, its agents or invitees. In connection with the foregoing, Landlord and Tenant shall enter into one or more commercially reasonable access and utility easements in order to memorialize certain of the rights and obligations set forth in this subsection.

6.5 Uses Prohibited.

(a) Tenant shall not allow any use on or of the Project or Premises that is not a Permitted Use. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which be in violation of the Affordable Housing Covenant or would cause a cancellation of any insurance policy covering the Premises or any part thereof or any of its contents.

(b) Tenant shall use lawful and commercially reasonable efforts to not allow the Premises to be used for any unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises. Tenant shall not do or permit anything to be done on the Premises that will cause damage to the Premises.

(c) Tenant shall use lawful and commercially reasonable efforts to prohibit the following conduct in or about the Premises:

(i) Unlawful possession or use of firearms, explosives, dangerous chemicals or other dangerous weapons or instrumentalities;

(ii) Unlawful possession, use, distribution or manufacture of alcohol or controlled substances (as defined in RCW Chapter 69.50).

(d) Tenant shall not file or record a condominium declaration against the Premises to subdivide the Property into individual dwelling units intended for sale to residential buyers or sell or enter into an agreement to sell an individual Unit as a residential condominium unit or permit any part of the Premises to be converted to or operated as a cooperative whereby the tenants or occupants thereof participate in the management or control of the Project; provided, however, it shall not be a violation of this Lease to allow or encourage Residents to establish a tenant's association or other organization to improve the Residents' use and enjoyment of the Premises.

[NTD: SUBJECT TO ADDITION OF MINIMUM OPERATING STANDARDS]

7. Liens.

7.1 Covenant Against Liens. Except for Leasehold Mortgages incurred by Tenant to finance or refinance the design, development and construction of the Project (all pursuant to the terms contained herein), Tenant shall not suffer or permit any lien, charge, security interest or encumbrance (collectively, "Liens") to be attached to, upon or against the Premises or any portion thereof, including without limitation, Liens arising out of the possession, use, occupancy, construction, repair, or rebuilding of the Premises or by reason of the furnishing of labor, services, materials, or equipment to the Premises or to Tenant. Tenant shall indemnify, protect, defend and hold Landlord harmless from and against all liabilities, losses, damages, expenses and costs (including reasonable attorneys' fees and costs) incurred in connection with any such Lien. Tenant shall have no obligation or liability for Liens arising from the College's (in its capacity as the owner of the CC Unit) construction, reconstruction, alteration, use, maintenance or operation of the CC Unit. Tenant's obligations pursuant to this Section 7.1 shall survive the expiration or earlier termination of this Lease.

7.2 Covenant to Remove Liens. Subject to Section 4.3 and 7.1 of this Lease, Tenant shall promptly and in all events within thirty (30) days following the attachment of same, remove and discharge any and all Liens which attach to, upon or against the Premises or any portion thereof other than liens or encumbrances arising through the actions of Landlord or the Leasehold Mortgage. Tenant reserves the right to contest the validity or amount of any such Lien in good faith provided that, within thirty (30) days after the filing of such Lien, Tenant discharges said Lien of record or records a bond which complies with the requirements of RCW 60.04.161 eliminating said Lien as an encumbrance against the Premises. If Tenant shall fail to so remove any such Lien, Landlord may take such action as Landlord shall reasonably determine to remove such Lien and all costs and expenses incurred by Landlord including, without limitation, amounts paid in good faith settlement of such Lien and attorneys' fees and costs, shall be paid by Tenant as Additional Rent. Tenant's obligations pursuant to this Section 7.2 shall survive the expiration or earlier termination of this Lease. Nothing contained in this Lease shall be construed as the consent or request of Landlord, express or implied, for the performance of any labor or services or for the furnishing of any materials or equipment for any construction, alteration, addition, repair or demolition of or to the Premises (or any part thereof). NOTICE IS HEREBY GIVEN THAT LANDLORD (SOLELY IN ITS CAPACITY AS LANDLORD HEREUNDER) WILL NOT BE

LIABLE FOR ANY LABOR, SERVICES, MATERIALS OR EQUIPMENT FURNISHED OR TO BE FURNISHED TO TENANT OR ANYONE HOLDING AN INTEREST IN THE PREMISES (OR ANY PART THEREOF) THROUGH OR UNDER TENANT AND THAT NO MECHANIC'S OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES, MATERIALS OR EQUIPMENT SHALL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN THE PREMISES (SOLELY IN ITS CAPACITY AS LANDLORD HEREUNDER).

7.3 No Encumbrance of Fee. Landlord holds good and marketable fee title to the Property. In no event shall any interest of Landlord in the Premises, including without limitation, Landlord's fee interest in the Premises or reversionary interest in the Project or Landlord's right to receive Rent and its other rights and interest under this Lease, be subject or subordinate to any lien. Notwithstanding the above, Landlord agrees to grant affordable housing restrictions against Landlord's fee interest in the Property if and to the extent required by Project funders as a condition of Tenant securing funding. [NOTE: BELLWETHER HAS INFORMED THE COLLEGE THAT IT DOES NOT AGREE TO THIS PROVISION AS DRAFTED AND WILL NOT DO SO UNLESS THE PROJECT FUNDERS WAIVE THEIR LEASE SUBORDINATION REQUIREMENTS]

8. Project. Landlord would not have entered into this Lease but for the agreement by Tenant, at Tenant's sole cost and expense, to undertake the design, development and construction of the Project pursuant to the terms and conditions of the Development Agreement.

8.1 As-Built Plans and Specifications. Upon Final Completion of the Project, Tenant shall provide Landlord with a complete and detailed set of "as-built" plans and specifications for the Project.

8.2 Inspection by Landlord. Landlord reserves the right to inspect the on-going construction of the Project upon reasonable prior written notice to Tenant. Tenant shall provide periodic updates of the status of the construction of the Project.

8.3 Protection of Persons and Property. Tenant shall be responsible for initiating, maintaining and providing supervision of safety precautions and programs in connection with the construction of the Project including, without limitation, taking reasonable precautions for the safety of, and providing reasonable protection to prevent damage, injury or loss to: (a) all Persons working on the Project construction site and all other Persons who may be affected thereby; (b) the Project and materials and equipment to be incorporated therein; and (c) other property at or adjacent to the site. Tenant shall give notices and comply with all applicable laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss. Tenant shall be liable for all damage or loss to the Project except to the extent caused by the negligent actions of Landlord, its agent or employees.

8.4 Disclaimer of Liability by Landlord. Notwithstanding any provision of this Lease to the contrary, Landlord (solely in its capacity as Landlord under this Lease) is under no obligation or duty to, nor shall it design, supervise design, construct or supervise the construction of the Project. Any Landlord review of any plans and specifications for the Project is for the sole purpose of protecting its rights as the owner of a reversionary interest in the Premises and shall not

constitute any representation or warranty, express or implied, as to the adequacy of the design, or any obligation on Landlord to insure that work or materials are in compliance with the plans and specifications for the Project or any building requirements imposed by any governmental agency. Landlord is under no obligation or duty and disclaims all responsibility to pay for the cost of construction of the Project, the cost of which is and shall at all times remain the sole liability and responsibility of Tenant.

8.5 Title to Project. All improvements constructed on the Premises shall remain the sole property of Tenant, subject to any interest of Landlord as owner of the CC Unit, during the Term of this Lease. All benefits and burdens of ownership, including title, depreciation, tax credits, and all other tax attributes of ownership of the Premises shall be and remain with the Tenant during the Term of this Lease.

8.6 Improvements Not to be Removed From Premises. All improvements constructed on the Property shall become part of the Premises upon completion thereof, shall not be removed by Tenant and shall be surrendered to Landlord upon expiration or earlier termination of this Lease; provided, however, that furniture, appliances or furnishings included as part of the original Project may be removed by Tenant in the normal course of maintenance and repair activities so long as they are replaced with comparable items of comparable quality and value.

8.7 Wage Rates. All improvements on the Property constructed by the Tenant or its contractors shall be performed using not less than the equivalent of the prevailing rate of wage for residential construction as published by the Washington State Dept. of Labor and Industries.

9. Maintenance and Modifications.

9.1 Maintenance and Repairs. Tenant shall, at its sole cost and expense, maintain the Premises (excluding the CC Unit) and appurtenances and every part thereof in good order, condition and repair, and at all times in compliance with applicable laws, damage by condemnation, fire or other casualty which Tenant is not obligated to repair under the terms of this Lease excepted. Landlord (solely in its capacity as Landlord under this Lease) shall not be required to maintain, repair or rebuild all or any part of the Premises. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair. Landlord, at its option, may make periodic inspections of the Premises upon reasonable prior notice to Tenant and subject to the rights of occupants for the purpose of determining Tenant's satisfaction of its obligations under this Section, and Tenant agrees to promptly perform all maintenance and repairs reasonably required by Landlord as the result of such inspection to maintain the Premises in good order, condition and repair and in the condition required under this Lease.

9.2 Modifications, Alterations and Additions.

(a) After Final Completion of the Project, Tenant may make modifications, alterations, additions or improvements to the Premises which (i) do not decrease the value of the Premises in whole or in part or impair the structural integrity of the improvements constructed as part of the Project or any system or component of any such improvement and (ii)

do not deviate from the Permitted Use, without Landlord's prior written consent. Except as permitted under the previous sentence, Tenant shall not make any other modifications, alterations, additions or improvements to the Premises or any part thereof without first obtaining the prior written consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed. As a condition to giving such consent, Landlord may require Tenant to remove any such modification, improvement or addition at the expiration of the Lease Term and to restore the Premises to their prior condition. All such modifications, alterations, additions and/or improvements shall be constructed in accordance with plans and specifications approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Any modifications, alterations, additions, and/or improvements shall be constructed in a good and workmanlike manner and in compliance with all applicable laws.

(b) All such modifications, alterations, additions or improvements shall become part of the Premises upon completion and remain upon and be surrendered with the Premises except as may be specified by Landlord pursuant to Section 9.2(a).

10. Utilities. Except for utilities billed directly to Residents of the Premises or to the owner of the CC Unit, Tenant shall be responsible for payment of all charges for Utilities used or consumed in the Premises; provided, however, nothing herein prohibits Tenant from passing through such charges, in whole or in part to Residents of the Premises or to the owner of the CC Unit, in each case, subject to the terms of the Residents leases and agreements governing the Leasehold Condo Regime, as applicable. Tenant shall make any necessary arrangements to have all such services or Utilities billed directly to and paid for directly by Tenant.

11. Intentionally Omitted.

12. Indemnification.

12.1 Indemnification by Tenant. Tenant shall defend, protect, indemnify and hold harmless Landlord from and against any damage, loss or liability for injuries to persons or property (excluding indirect or consequential damages such as lost profits) in connection with the occupation, use or improvement of the Premises by Tenant, its agents, contractors, employees, and/or invitees, including the construction of the Project, to the extent not arising out of Landlord's negligence or willful misconduct. With respect to any act or omission during the Term, this indemnity shall survive termination or expiration of this Lease.

12.2 Indemnification by Landlord. Landlord shall defend, protect, indemnify and hold harmless Tenant from and against any damage, loss or liability for injuries to persons or property (excluding indirect or consequential damages such as lost profits) to the extent arising out of Landlord's negligence, or that of its officers, agents, contractors, invitees or employees in connection with Landlord's ownership, use, or improvements of the Premises or properties adjacent to the Premises. With respect to any act or omission during the Term, this indemnity shall survive termination or expiration of this Lease. [NOTE: BELLWETHER HAS NOT AGREED TO LANDLORD'S EXCLUSION FOR ITS WILLFUL MISCONDUCT FROM LANDLORD'S INDEMNIFICATION OBLIGATION]

12.3 Limitation on Indemnification. In compliance with RCW 4.24.115 as in effect on the date of this Lease, all provisions of this Lease pursuant to which Landlord or Tenant (the "Indemnitor") agrees to indemnify the other (the "Indemnitee") against liability for damages arising out of bodily injury to persons or damage to property relative to the construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of any building, road or other structure, project, development or improvement attached to real estate, including the Premises, (i) shall not apply to damages caused by or resulting from the sole negligence of the Indemnitee, its agents or employees, and (ii) to the extent caused by or resulting from the concurrent negligence of (a) the Indemnitee or the Indemnitee's agents or employees, and (b) the Indemnitor or the Indemnitor's agents or employees, shall apply only to the extent of the Indemnitor's negligence.

12.4 Exculpation of Landlord from Liability. Notwithstanding any other provision of this Lease, Tenant shall fully and completely waive and release all claims against Landlord for any losses or other damages sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises, including but not limited to: any defect in or failure of the Project or building equipment; any failure to make repairs; any defect, failure, surge in or interruption of utilities or services or equipment serving the Premises; broken glass; water leakage; the collapse of any Project component; or any act, omission or negligence of co-tenants, licensees or any other persons or occupants of the Premises. Notwithstanding any other provision of this Lease, and to the fullest extent permitted by law, Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom, whether such injury or loss results from conditions arising upon the Premises, or from other sources or places including, without limitation, any interruption of services and utilities or any casualty, or from any cause whatsoever, and regardless of whether the cause of such injury or loss or the means of repairing the same is inaccessible to Landlord or Tenant. Tenant may elect, at its sole cost and expense, to obtain business interruption insurance with respect to such potential injury or loss.

13. Commercial General Liability Insurance. Tenant shall, at its sole cost and expense, obtain and keep in force throughout the Term of this Lease commercial general liability insurance with respect to the Project and the Premises, insuring against claims for personal injury (including, without limitation, bodily injury or death) and property damage liability with a combined single limit of not less than \$2,000,000 per occurrence, business automobile coverage (with limits of not less than \$1,000,000 per accident), and workers' compensation insurance (as required by law). Tenant shall also obtain an umbrella or excess insurance policy providing at least \$3,000,000 in additional coverage bringing total liability coverage to at least \$5,000,000 per occurrence. The amount of such insurance coverage shall not be less than commercially reasonable insurance carried by owners of properties of similar nature and occupancies as the Project. Such insurance shall be in form and with deductibles reasonably satisfactory to Landlord. Landlord shall be named as an additional insured on all policies and such policies shall be primary and non-contributory to any coverage maintained by Landlord. The limits of such insurance shall not, however, limit the liability of Tenant hereunder.

14. Coverage for Tenant's Personal Property. During the Term of this Lease, Tenant shall obtain and maintain on all of Tenant's Personal Property in, on or about the Premises, commercial property insurance policies to cover Tenant's Personal Property. Landlord shall have no obligation to insure any of Tenant's Personal Property or repair, replace or restore same when damaged or destroyed from any cause whatsoever.

15. Property Insurance. Commencing upon the construction of the Project and thereafter during the Term of this Lease, Tenant shall obtain and maintain on the Premises (including all leasehold improvements and personal property, appliances and furnishings installed as part of the Project) (a) commercial property insurance policies including earthquake and flood coverage, provided such coverage is required by any Project funder and if such earthquake and flood coverage is available at commercially reasonable rates and in coverage limits which are commercially available for comparable buildings in the City of Seattle, and (b) boiler and machinery insurance. Notwithstanding the foregoing, no flood coverage shall be required if the Property is not in a flood zone. Except for earthquake and flood coverage, all policies shall carry limits in an amount equal to not less than 100% of the then full replacement cost of the Project (exclusive of the cost of excavations, foundations and footings) and without deduction for physical depreciation, and such other insurance coverage as is customarily carried on comparable buildings in the City of Seattle or as Landlord may reasonably determine, with insurance companies which are authorized to do business in the State of Washington. Such property insurance shall be in builder's risk form during initial construction of the Project and during any restoration accomplished in connection with damage or destruction to the Premises or in connection with any Condemnation. The insurance policies shall be issued in the name of Tenant (or the condominium association to be formed to govern the condominium, as applicable) and shall provide that any proceeds be payable in accordance with applicable provisions of this Lease. Any Leasehold Mortgagee and Landlord shall be named as a loss payee on all commercial property insurance policies.

16. Waiver of Subrogation. Each party waives all right of recovery against the other for any loss or damage covered by the party's respective first party commercial property insurance policies for all perils insured thereunder (or that would have been covered had the appropriate party carried the insurance required under this Lease) and in the event of any commercially insured property loss, neither party's insurance carrier shall have a subrogation claim against the other party.

17. Insurance Policies. All insurance required under this Lease shall: (i) be issued by insurance companies authorized to do business in the State of Washington with a rating of A or better by the latest rating by A.M. Best Company (or its equivalent if such publication ceases to be published) or other company reasonably satisfactory to Landlord; (ii) be issued as a primary policy, and (iii) contain an endorsement requiring thirty (30) days' prior written notice from the insurance company to Landlord and Tenant before cancellation or change in the coverage, scope, or amount of any policy. Each policy or a certificate of the policy shall be delivered to the other party on or before the date required under this Lease, and as reasonably available upon replacement or renewal of each policy.

18. Damage or Destruction.

18.1 Repairs, Alterations and Further Improvements.

(a) Tenant's Obligation to Repair. In the event of damage to or destruction of the Premises:

(i) Insured Damage. If (i) the cost of repairing or reconstructing the Premises to substantially the same condition as existed prior to such damage or destruction is equal to or less than ninety percent (90%) of the replacement cost of the Premises and adequate funds are available from the insurance proceeds required to be carried by Tenant pursuant to Section 15 to effect such repair or restoration, (ii) under then existing laws, ordinances, statutes or regulations of any governmental authorities applicable thereto, the Premises can be repaired and restored to substantially the same condition as existed prior to such damage or destruction, Tenant shall repair and restore the Premises so damaged or destroyed to substantially the same condition prior to said damage or destruction with such alterations thereto as Tenant shall reasonably determine prudent under the circumstances, including any changes required to comply with applicable Laws, with the then prevailing construction practices or financial or rental market conditions applicable to the Premises (the "Restoration"). Tenant will advise Landlord and the Leasehold Mortgagee under any Leasehold Mortgage which meets the requirements of Section 33 of this Lease, with respect to the preceding conditions and, accordingly whether such Restoration of the Premises can proceed on or before the date which is twelve (12) months after the date of destruction. If the foregoing conditions cannot be met, such destruction shall be treated as Uninsured Damage in accordance with the provisions of Section 18.1.1.2. Destruction that is required to be restored by Tenant in accordance with the terms of this Section 9.1.1.1 shall not terminate this Lease and there shall be no abatement of Rent otherwise payable hereunder. The insurance proceeds shall be payable to Landlord, or if there is a Leasehold Mortgage which meets the requirements of Section 33 of this Lease, Leasehold Mortgagee, in trust, who shall disburse same to Tenant from time to time as the Restoration progresses as hereinafter set forth, provided, however, that Tenant shall complete such Restoration as soon as reasonably practical, but in any event not longer than that period which is eighteen (18) months from the date of the initial disbursement or twenty-four (24) months after the date of such destruction.

In the event the insurance proceeds are to be used for the Restoration, Tenant shall, prior to disbursement of any insurance proceeds for any work in connection with the Restoration (the "Work") deliver or furnish to Landlord or Leasehold Mortgagee, as applicable, (i) complete plans and specifications for the Work which (A) have been approved by all governmental authorities whose approval is required, (B) bear the stamped approval of a licensed architect or architect reasonably satisfactory to Landlord or Leasehold Mortgagee, as applicable (the "Architect"), if such an architect is reasonably required given the scope and nature of the Work and (C) are accompanied by Architect's estimate of the total cost of the restoration. Such plans and specifications shall be subject to approval by Landlord or Leasehold Mortgagee, as applicable, which approval shall not be unreasonably withheld, conditioned or delayed (the "Approved Plans and Specifications"); (ii) the amount of money which, as reasonably determined by Landlord or Leasehold Mortgagee, as applicable, will be sufficient when added to the net insurance proceeds, if any, to pay the entire cost of the Restoration (all money as held by Landlord or Leasehold Mortgagee, as applicable, is referred to herein as the "Restoration Funds"); (iii) copies of all permits and approvals required by law in connection with the commencement and conduct of the Restoration and (iv) a contract for construction executed by Tenant and a contractor reasonably satisfactory to Landlord or Leasehold Mortgagee, as applicable ("Contractor") (which construction contract shall include provisions for customary retention for performance of the Work and a payment and performance bond). After commencing the Work, Tenant shall perform or cause the Contractor to perform the Work diligently and in good faith in accordance with the Approved Plans and Specifications.

Leasehold Mortgagee, or, if there is then no Leasehold Mortgagee, Landlord, shall disburse the Restoration Funds in increments to Tenant or as Tenant may direct, from time to time as the Work progresses, to pay (or reimburse Tenant for) the costs of the Restoration, but subject to the following conditions any of which Landlord or Leasehold Mortgagee, as applicable, may waive in its sole discretion:

(i) Landlord or Leasehold Mortgagee, as applicable, shall make such payments only upon not less than ten (10) days prior written notice from Tenant to Landlord or Leasehold Mortgagee, as applicable, and Tenant's delivery to Landlord or Leasehold Mortgagee, as applicable, of (A) Tenant's written request for payment accompanied by a certificate of Architect in form, scope and substance reasonably satisfactory to Landlord or Leasehold Mortgagee, as applicable, which states that all of the Work completed to that date has been done in compliance with the Approved Plans and Specifications, if any, and in accordance with all Legal Requirements, that the amount requested has been paid or is then due and payable and is properly part of the cost of the Restoration and that when added to all sums, if any, previously paid out by Landlord, or Leasehold Mortgagee, as applicable, the requested amount does not exceed the value of the Work done to the date of such certificate; (B) evidence reasonably satisfactory to Landlord or Leasehold Mortgagee, as applicable, that there are no construction or similar liens for labor or materials supplied in connection with the Work to date or that any such liens have been adequately provided for to their reasonable satisfaction; and (C) evidence reasonably satisfactory to Landlord or Leasehold Mortgagee, as applicable, that the balance of the Restoration Funds remaining after making the payments shall be sufficient to pay the balance of the cost of the Restoration not completed to date (given in such reasonable detail as Landlord or Leasehold Mortgagee, as applicable, may require). In no event shall Landlord or Leasehold Mortgagee, as applicable, be required to approve disbursement of insurance proceeds for materials not incorporated into the Premises;

(ii) Tenant shall provide Landlord or Leasehold Mortgagee, as applicable, waivers of liens reasonably satisfactory to Landlord or Leasehold Mortgagee, as applicable, covering that part of the Work previously paid for, if any, and by a search prepared by a title company or by other evidence reasonably satisfactory to Landlord or Leasehold Mortgagee, as applicable, that no construction or other liens or instruments for the retention of title in respect of any part of the Work have been filed against the Premises and not discharged or bonded of record;

(iii) After the Restoration has been completed, Tenant shall provide Landlord or Leasehold Mortgagee, as applicable, with a copy of any certificate of occupancy or other certificates required by law to legally occupy and use the Premises which were the subject of the Restoration for the Permitted Use.

(iv) Upon receipt by Landlord or Leasehold Mortgagee, as applicable, of the certificate of occupancy for the Premises which were the subject of the Restoration, a title company search or such other customary evidence requested by Landlord or Leasehold Mortgagee, as applicable, that the Restoration has been completed and the costs thereof paid in full and satisfactory evidence that no construction or similar liens for labor or material supplied in connection with the Restoration are outstanding against the Premises, any remaining Restoration Funds then held by Landlord or Leasehold Mortgagee, as applicable, if there is at that

time no default by Tenant of its covenants or obligations under this Lease shall be paid to Landlord, or if the Leasehold Mortgage so provides, to Leasehold Mortgagee.

If within ninety (90) days of such damage or destruction to the Premises requiring Restoration, Tenant fails to submit to Landlord or Leasehold Mortgagee, as applicable, and receive the approval of plans and specifications or fails to deposit with Landlord or Leasehold Mortgagee, as applicable, the additional amount necessary to accomplish the Restoration or after such plans and specifications are approved by all governmental authorities and Landlord or Leasehold Mortgagee, as applicable, Tenant fails to commence promptly or diligently continue to completion the Restoration or Tenant becomes delinquent in payment to mechanics, materialmen or others for the costs incurred in connection with the Restoration, then Landlord or Leasehold Mortgagee, as applicable, may give Tenant written notice of such failure or neglect, and if such failure or neglect continues for twenty (20) days after such notice, then Landlord, in addition to all other rights which Landlord may have, may enter upon the Premises, provide labor and materials, cause the performance of any contract, and take such other action as Landlord may deem advisable to complete the Restoration, in which event Landlord shall be entitled to reimbursement of its costs and expenses out of such insurance proceeds. All costs and expenses incurred by Landlord in carrying out such work for which Landlord is not reimbursed out of insurance proceeds shall be borne by Tenant and shall be payable by Tenant to Landlord upon demand as Additional Rent, which demand may be made by Landlord from time to time as such costs and expense are incurred, in addition to any or all other damages to which Landlord shall be entitled hereunder.

(ii) Uninsured Damage. If the cost of repairing or reconstructing said damage or destruction to the Premises to substantially the same condition as it was in prior to such damage or destruction is in excess of ninety percent (90%) of the replacement cost of the Premises as provided above, or if such cost is equal to or less than ninety percent (90%) of the replacement cost of the Premises, but available insurance proceeds are not sufficient to effect the Restoration (assuming Tenant has carried the insurance required of it hereunder), or if the Restoration cannot be made under then existing laws, ordinances, statutes or regulations of any governmental authority applicable thereto (and cannot be so made with minor and nonmaterial changes to the former condition and form of the Premises damaged or destroyed; or with such other changes as may be proposed by Tenant which do not detract from the value or the Premises and which are approved by Landlord acting reasonably), and, in any such event, the parties hereto are unable during a period of twelve (12) months after the date of such damage or destruction to agree in writing on a construction program, then Tenant may decide in Tenant's sole discretion whether or not to rebuild or repair such damage or destruction. If Tenant elects to rebuild or repair such damages or destruction, Tenant shall (i) give notice to that effect to Landlord and the Leasehold Mortgagee within ninety (90) days after the date of such damage or destruction; and (ii) demonstrate to the reasonable satisfaction of Landlord and the Leasehold Mortgagee, if applicable, that it can deposit with Landlord or Leasehold Mortgagee, as applicable, the funds required or that will be required to effect such Restoration, whereupon the provisions of Section 18.1.1.1 shall be fully applicable to such damage or destruction. However, if Tenant does not elect to undertake such Restoration, Tenant shall (i) remove any debris, foundations and similar materials from the portion of the Premises upon which the damage or destruction occurred and return such portion of the Premises to a natural condition (or improved as landscaping or for parking or similar purposes), (ii) restore any utilities and other infrastructure improvements to substantially the same condition as existed immediately prior to such damage or destruction, and (iii) make such adjustments or

additions so that the remainder of the Premises is functional for the uses and purposes provided for herein. The insurance proceeds shall be applied to first repay the debt of Tenant to the Leasehold Mortgagee, and the remainder of the insurance proceeds shall be divided between Landlord and Tenant. Landlord shall receive a portion equal to the remaining insurance proceeds times the number of years (including fractional years) of the Term elapsed divided by the total number of years in the Term. Tenant shall receive a portion equal to the remaining insurance proceeds times the number of years (including fractional years) remaining in the Term divided by the total numbers of years in the Term.

(b) Catastrophic Loss. In the event of catastrophic damage or destruction to the Premises such that the provisions of Section 18.1.1.2 are applicable, Tenant shall have the option to terminate this Lease as of the date of such damage or destruction. Tenant must elect to terminate this Lease within ninety (90) days after the date of such damage and destruction, which termination shall be retroactive to the date of such damage or destruction. Except as provided herein for a catastrophic loss, Tenant may not terminate this Lease as a result of damage or destruction to the Premises thereon. Notwithstanding such termination, Tenant shall be obligated to comply with the provision at Section 18.1.1.2 above as if Tenant had elected not to rebuild or repair such damage or destruction, and any insurance proceeds shall be allocated between the parties as provided in Section 18.1.1.2.

18.2 Prompt Repair. If Tenant, pursuant to the terms hereof, elects to repair, replace, reconstruct or rebuild the Premises as hereinabove provided, the same shall be effected at Tenant's cost and expense (which may be paid from all available insurance proceeds), and Tenant shall diligently commence and continuously carry out such repair, replacement, reconstruction or rebuilding, to full completion as soon as possible, except to the extent of delays due to Force Majeure.

18.3 No Lease Termination. Except as provided in Section 18.1.2 above or Section 18.4 below, damage to or destruction of the Premises shall not permit Tenant to terminate this Lease, and there shall be no abatement of Rent payable under this Lease.

18.4 Damage during Last Five (5) Years of Term. If there occurs during the last five (5) years of the Term damage or destruction to the Premises and the costs of repairing, restoring, replacing or rebuilding the same exceed twenty-five percent (25%) of the replacement cost of the Premises, then Tenant may elect to terminate this Lease and, in such event, Tenant shall give notice to Landlord of its election within ninety (90) days after the date of such damage or destruction, and the Term shall thereupon terminate as of the date of such notice. Notwithstanding such termination, Tenant shall be obligated to comply with the provision of Section 9.1.1.2 above as if Tenant elected not to rebuild or repair such damage or destruction, and the remaining insurance proceeds, if any, shall be allocated between Landlord and Tenant in accordance with the provisions of Section 18.1.1.2.

19. Condemnation.

19.1 Total Taking. In the event of the taking or condemnation by any governmental authority other than Landlord for any public or quasi-public use or purpose of the whole of the Premises or materially all of the Premises at any time during the Term, the right of

Landlord, Leasehold Mortgagee and Tenant to share in the proceeds of any award for the Premises, and damages upon any such taking, shall be as follows:

(a) Termination of Lease. The Lease Term shall cease as of the date of possession by the condemning authority and all Rent and other payments shall be apportioned as of the date of possession.

(b) Landlord's, Leasehold Mortgagee's and Tenant's Shares. Landlord, Leasehold Mortgagee and Tenant shall each receive the value of their respective interests in the Premises, together with interest thereon from the date of taking to the date of payment at the rate paid on the award, and attorneys' fees and other costs to the extent awarded. Damages to the Premises for any such taking by eminent domain shall be apportioned between the parties so that each party shall receive the present value of their respective interests in the Premises. Landlord, Leasehold Mortgagee and Tenant shall each have the right as against any condemning authority, to recover to the extent of their respective interests hereunder, damages or compensation for the taking of or damage or injury to the Premises, the Project or any part thereof and both parties in cooperation with the other, and including the Leasehold Mortgagees, shall have the right to participate in any condemnation proceedings and be represented by counsel for the purpose of protecting their respective interests hereunder. In the event that the parties cannot agree on their share in the condemnation award, the amount thereof shall be determined by the court in the condemnation proceedings.

19.2 Partial Taking. In the event of a partial taking or condemnation, e.g., a taking or condemnation of less than materially all of the Premises:

(a) The Term of this Lease (except as hereinafter provided) shall, nevertheless continue, with no reduction in the Base Rent paid by Tenant under Section 3.

(b) The award shall be divided and shared by Landlord, Leasehold Mortgagee and Tenant as provided in Section 19.1.2 hereof.

19.3 Successive Takings. In case of a second or any other additional partial taking or takings from time to time, the provisions hereinabove contained shall apply to each partial taking.

19.4 Temporary Taking. If the whole or any part of the Premises or of the Tenant's interest under this Lease be taken or condemned by any competent authority for its temporary use or occupancy, and Tenant shall continue to pay, in the manner and at the times herein specified, the full amounts of any Additional Rent, Utilities and other charges payable by Tenant hereunder, then this Lease shall continue and, except and only to the extent that Tenant may be prevented from so doing pursuant to the terms of the order of the condemning authority, Tenant shall perform and observe all of the other terms, covenants, conditions and obligations hereof upon the part of Tenant to be performed and observed, as though such taking or condemnation had not occurred. In the event of any such temporary taking or condemnation Tenant shall be entitled to receive the entire amount of any award made for such taking, unless such period of temporary use or occupancy shall extend to or beyond the Expiration Date of this Lease, in

which case such award shall be apportioned between the Landlord, Leasehold Mortgagee and the Tenant as of such Expiration Date.

19.5 Notice to and Participation by Leasehold Mortgagee. Landlord and Tenant shall each give each Leasehold Mortgagee notice of any condemnation proceedings affecting the Property or any Improvements thereon. The Leasehold Mortgagee shall have the right to intervene and be made a party to any such condemnation proceedings; and Landlord and Tenant hereby agree that the Leasehold Mortgagee may be made such a party or intervenor. The full amount of the Tenant's interest in any condemnation proceeds will be deposited with the most senior Leasehold Mortgagee, and such Leasehold Mortgagee shall disburse such proceeds to be applied towards the cost of any repairs and restorations in accordance with the procedures set forth in the applicable Leasehold Mortgage documents; provided, however the Leasehold Mortgagee may, in its reasonable discretion, direct that the Tenant's interest in the condemnation proceeds be applied to the repayment of Tenant's indebtedness to Leasehold Mortgagee.

20. Assignment and Subletting.

20.1 Landlord's Consent Required. Except as permitted by Section 20.3 and Section 20.6, Tenant shall obtain Landlord's prior written consent, which consent shall not be unreasonably withheld, before entering into any "Transfer" (defined below). A "Transfer" consists of any of the following, whether voluntary or involuntary and whether effected by death, operation of law, or otherwise: (i) any assignment, mortgage, pledge, encumbrance or other transfer of any interest in this Lease; (ii) any sublease of all or any portion of the Premises by any Persons other than the owner of the CC Unit and the Residents; or (iii) any transfer of this Lease by merger, consolidation or liquidation. In addition, any sale or other transfer of voting stock, partnership interests or membership interests, or any consolidation, merger or reorganization that results in a change in control of Tenant, shall be deemed a Transfer hereunder. For this purpose, "control" shall mean the sale or other transfer of more than fifty percent (50%) of the beneficial interest in Tenant, whether directly or by sales or transfers of underlying interests, and whether in a single transaction or a series of transactions. Any attempted Transfer without such consent shall be void and shall constitute a breach of this Lease. Tenant shall have no right to make any assignment of its rights under this Lease if Tenant is then in default under this Lease. This Lease shall not be assigned by operation of law. Any transferee of Tenant's interest under this Lease shall be deemed to have accepted the Premises subject to the Affordable Housing Covenant.

Without limiting any other reasonable basis for denial of consent to a Transfer, Tenant agrees that it shall be conclusively presumed to be reasonable for Lessor to consider the following requirements in determining whether or not to consent to a proposed Transfer:

- (a) No Event of Default shall have occurred and remain uncured under this Lease;
- (b) Tenant shall have complied with all provisions of this Article 20;
- (c) The use of the Premises by the transferee shall comply with the provisions of this Lease;

(d) The proposed transferee shall have experience managing multifamily affordable rental housing comparable to the Project and has demonstrated financial capacity and/or resources to meet the applicable and continuing obligations of Tenant hereunder;

(e) The proposed transferee shall not have filed a petition in bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation under any law or statute of any government or any subdivision within five (5) years prior to the date of the proposed Transfer;

(f) No entry of a judgment by a court of competent jurisdiction against proposed transferee or its current incumbent senior managers, or any final civil or administrative judgments involving fraud or dishonesty, or criminal convictions of any kind, have been entered against the proposed transferee or its current incumbent senior managers;

(g) The proposed transferee shall not have been a party to litigation adverse to Landlord, or the subject of any default proceedings instituted by Landlord as landlord of property leased by the proposed transferee; and

(h) The proposed transferee shall have sufficient net worth and/or liquidity to perform Tenant's obligations under this Lease and all other obligations relating to the Premises.

20.2 Request for Transfer Procedure. Tenant shall provide Landlord with written notice, at least ninety (90) days before the proposed effective date of the Transfer, which shall include: (i) information on the proposed transferee, including names, address, ownership of transferee, nature of business, current financial statements, (ii) all material terms of the Transfer, including all consideration payable by transferee, the portion of Premises transferred, a general description of any planned alterations or improvements, the proposed use of the Premises, the effective date of the Transfer and, as soon as it becomes available, a copy of all proposed documentation, and (iii) any information requested by Landlord pursuant to Section 20.3 below (collectively the "Transfer Notice"). Within ninety (90) days after receipt of a Transfer Notice that complies with this Section 20.2, Landlord shall notify Tenant in writing of its decision to (i) approve the Transfer; or (ii) disapprove of the proposed Transfer. No action by Landlord for a period of ninety (90) days following receipt of the Transfer Notice shall constitute disapproval of a proposed Transfer. In the event Landlord approves the Transfer under Section 20.1, then Tenant may proceed to enter into such Transfer.

20.3 Investor Limited Partner Transfers. Landlord agrees and acknowledges that the withdrawal (not including a voluntary withdrawal allowed by Tenant's limited partnership agreement or a voluntary withdrawal with the consent of the Investor Limited Partner) or removal of either general partner for cause pursuant to the terms of Tenant's limited partnership agreement shall not constitute a Transfer herein, provided that a substitute general partner which is (i) an affiliate of the Investor Limited Partner or (ii) an entity approved in advance by Landlord is admitted to Tenant within ninety (90) days thereafter. Landlord further agrees and acknowledges that the sale, transfer, assignment or exchange of all or a portion of the Investor Limited Partner's interests in the Tenant or the sale, transfer or assignment or exchange of an interest in the Investor Limited Partner shall not require Landlord's consent and shall not constitute a Transfer for purposes of this Lease.

20.4 General. Tenant shall promptly provide Landlord with any additional information concerning the proposed transferee (including financial information) reasonably requested by Landlord. Except as provided in Section 20.7, no Transfer shall release Tenant of any liability under this Lease. Landlord's consent to any Transfer shall not operate as a waiver of the necessity for consent to any subsequent Transfer.

20.5 Bankruptcy. If this Lease is assigned pursuant to the provisions of the Bankruptcy Code, any and all consideration paid or payable in connection with such assignment shall be Landlord's exclusive property and paid or delivered to Landlord, and shall not constitute the property of Tenant or Tenant's estate in bankruptcy. Any person or entity to whom the Lease is assigned pursuant to the Bankruptcy Code shall be deemed automatically to have assumed all of Tenant's obligations under this Lease.

20.6 Permitted Encumbrances. Notwithstanding anything to the contrary herein, Landlord consents to all Permitted Encumbrances.

20.7 Release of Tenant. Consent by Landlord to any assignment of this Lease by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease which arises after the date of such assignment. However, consent by Landlord to any assignment shall not relieve Tenant of any obligation that has accrued before the assignment unless the transferee of the Lease has expressly assumed performance of that obligation and Landlord has consented to such assumption, which consent shall not be unreasonably withheld. The acceptance of Base Rent or Additional Rent by Landlord from any other Person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer.

20.8 Landlord Transfers. Landlord may convey, dedicate, or otherwise transfer all or any portion of the Property without the Tenant's consent. NOTE: BELLWETHER HAS NOT AGREED TO LANDLORD'S DESIRE FOR A FREE RIGHT OF CONVEYANCE OF ITS FEE INTEREST WITHOUT TENANT'S CONSENT]

21. Hazardous Substances.

21.1 Condition of Premises. Tenant acknowledges receipt of a copy of the Environmental Reports. Tenant has had an opportunity to conduct its own evaluation of the Premises prior to the Effective Date and has agreed to accept the Premises in its present condition, subject to the limitations set forth in this Section. Landlord has not received any notice from any federal, state or local governmental agency regarding any violation of any Environmental Law and except as disclosed in the Environmental Reports, Landlord has no actual knowledge regarding the presence of any Hazardous Substance (as hereinafter defined) on the Premises in a manner or quantity that presently violates any Environmental Law. If any Hazardous Substances are discovered during the course of construction of the Project, the costs, if any, required to remediate such Hazardous Substances shall be paid by Landlord unless (a) such Hazardous Substances were first deposited on the Premises after the Commencement of Construction, (b) result from the migration of Hazardous Substances onto the Premises from adjoining properties or the public streets adjoining the Premises after the Commencement of Construction, (c) were brought onto the Premises by Tenant or its agents, employees, contractors or subcontractors or (d) were exacerbated by the negligent act or omission of Tenant or its agents, employees, contractors or

subcontractors following its discovery of Hazardous Substances on the Premises (and not by Landlord or its agents, employees, contractors or subcontractors as part of its removal of underground storage tanks) in which case the costs, if any, required to remediate such Hazardous Substances shall be paid by Tenant. Tenant shall promptly notify Landlord of the discovery of any Hazardous Substances located on the Premises for which Tenant seeks reimbursement of cleanup costs under this Section. Landlord's obligations with respect to remediation of Hazardous Substances shall automatically terminate upon Substantial Completion of the Project. [For avoidance of doubt, Landlord shall be responsible for remediation and removal of any Hazardous Substances from the northeast portion of the Property (*TO BE FURTHER DEFINED PRIOR TO EXECUTION*)].

21.2 Compliance with Laws and Regulations. All operations or activities upon, or any use or occupancy of the Premises, or any portion thereof, by Tenant or any occupant of the Premises shall throughout the Term of this Lease be in compliance in all material respects with all state, federal and local Environmental Laws and regulations governing or in any way relating to the generation, handling, storage, use, transportation, discharge or disposal (whether legal or illegal, accidental or intentional) of any Hazardous Substances.

21.3 Indemnification; Remedial Work. Tenant shall not cause or knowingly permit any Hazardous Substances to be brought upon, kept or used in or about the Premises, including by either party's agents, employees, contractors, sublessees or invitees, except in compliance with all Environmental Laws. If Tenant breaches its obligations set forth above or if the presence of Hazardous Substances on or about the Premises caused or permitted by Tenant results in contamination of the Premises or if contamination of the Premises or surrounding area by Hazardous Substances otherwise occurs for which Tenant is legally liable, then Tenant shall protect, defend, indemnify and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restrictions on use of any space in the Premises, damages arising from any adverse impact on marketability of the Premises, and sums paid in settlement of claims, attorney's fees, consultant fees and expert fees) which arise during or after the Term of this Lease as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Substances present in the soil or ground water on, under or about the Premises. If the presence of any Hazardous Substance on or about the Premises caused or permitted by Tenant results in any contamination of the Premises or surrounding area, or causes the Premises or surrounding area to be in violation of any Environmental Laws, Tenant shall promptly take, at its sole cost and expense, all actions necessary to return the Premises and surrounding area to the condition existing prior to the introduction of such Hazardous Substance; provided that Landlord's approval shall first be had and obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises or surrounding area.

21.4 Breach as Material Default. Each of Tenant's covenants, obligations, agreements, representations and warranties set forth in this Section 21 is a material inducement to Landlord to enter into this Lease, and breach by Tenant of any of Tenant's covenants, obligations,

agreements, representations and warranties set forth in this Section 21 shall constitute a material breach of this Lease by Tenant entitling Landlord to all of the rights and remedies provided to Landlord under this Lease.

21.5 Survival. Each of the covenants, agreements, obligations, representations and warranties of Tenant set forth in this Section shall survive the expiration or earlier termination of this Lease.

22. Default. The occurrence of any of the following shall constitute an Event of Default by Tenant under this Lease:

22.1 Payment. Failure to make any payments of Rent or other payments due under this Lease if the failure to pay is not cured within ten (10) days after written notice of such default has been given by Landlord to Tenant; or

22.2 Failure to Complete Project. Failure of Tenant to cause the design, development and construction of the Project and to achieve Substantial Completion of the Project in a timely manner as provided in the Development Agreement; or

22.3 Cross Default. Any default by Tenant under the Affordable Housing Covenant which is not cured in accordance with the respective terms and conditions of such instrument; or

22.4 Other Failure to Perform; Right to Cure. Except for any default governed by Section 22.1, any failure by Tenant to comply with any of the covenants or provisions of this Lease if the failure continues for a period of 30 days after written notice from Landlord. If the nature of Tenant's default reasonably requires more than 30 days for its cure, Tenant will not be in default if it commences to cure within the 30 day period and thereafter diligently pursues its completion.

22.5 Remedies. Upon the occurrence of an Event of Default, Landlord may at any time thereafter without notice or demand (subject to the conditions of the Extended Use Agreement) do any or all of the following:

(a) Upon 90 days' written notice to Tenant, any Leasehold Mortgagee, and the Investor Limited Partner, terminate Tenant's right to possession of the Property and this Lease. Landlord may then re-enter and take possession of and remove all persons or property, and Tenant shall immediately surrender possession of the Premises to Landlord. Landlord may recover from Tenant all damages incurred by Landlord resulting from the Event of Default, including but not limited to reasonable attorney's fees and costs.

(b) Maintain Tenant's right to possession, and continue this Lease in force whether or not Tenant has abandoned the Premises. Landlord shall be entitled to enforce all of its rights and remedies under this Lease, including the right to recover Rent as it becomes due.

(c) Pursue any other remedy available to Landlord under the law.

(d) No remedy conferred upon or reserved to Landlord by this Lease is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall

be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute, and Landlord shall be free to pursue, at the same time, each and every remedy, at law or in equity, which it may have under this Lease, or otherwise.

Notwithstanding any other provision herein, in the event Landlord exercises its remedies pursuant to Section 22.5(a) or 22.5(c) and terminates this Lease, Tenant may, within 90 days following such termination reinstitute this Lease for the balance of the term, by paying to Landlord an amount equal to the actual damages incurred by Landlord as a result of such breach and payment of any actual costs or expenses incurred by Landlord, including reasonable attorneys' fees and disbursements, as a result of such reinstatement of this Lease.

(e) Notwithstanding anything to the contrary contained herein, Landlord shall not exercise any of its remedies hereunder without having given written notice of the Event of Default to the Investor Limited Partner simultaneously with the giving of notice under Section 22 to Tenant. The Investor Limited Partner shall have the same cure period after the giving of a notice as provided to Tenant, plus an additional period of 90 days. If the Investor Limited Partner elects to cure the Event of Default (and nothing hereunder binds the Investor Limited Partner to do so), Landlord agrees to accept such performance as though the same had been done or performed by Tenant, and if the Investor Limited Partner needs a longer period in which to effect cure, provided (i) the cure is commenced within such 90-day period, and (ii) the cure is diligently pursued by the Investor Limited Partner, the Investor Limited Partner is hereby granted such longer period of time as is reasonably necessary, including without limitation, the time necessary to remove the general partner of Tenant and/or admit an additional general partner, and obtain all necessary consents to such removal and/or admission, if such removal and/or admission is reasonably necessary in order to effect cure, prior to exercise by Landlord of any remedies hereunder.

(f) The Investor Limited Partner shall be deemed a third-party beneficiary of the provisions of this Section 22.5 for the sole and exclusive purpose of entitling the Investor Limited Partner to exercise its rights to notice and cure, as expressly stated in this Section 22.5. The foregoing right of the Investor Limited Partner to be a third-party beneficiary under this Lease shall be the only right of the Investor Limited Partner (express or implied) to be a third-party beneficiary hereunder.

(g) The rights and remedies of Landlord in this Section 22.5, and elsewhere in this Lease, shall be subject to the rights and remedies of Leasehold Mortgagees, as more particularly set forth in Section 33 below.

22.6 Default by Landlord. Landlord is not in default unless it fails to perform obligations required of it within a reasonable time, and not later than 60 days after delivery of written notice by Tenant to Landlord specifying Landlord's failures to perform its obligations. If Landlord's obligation reasonably requires more than 60 days for performance or cure, Landlord is not in default if it commences performance or cure within the 60-day period and thereafter diligently pursues its completion.

22.7 Standstill. Notwithstanding any provision of this Lease to the contrary, Landlord agrees that, except with the Investor Limited Partner's consent or except as necessary to prevent any action of foreclosure or similar proceeding that could affect Landlord's fee interest in the Premises, it will take no action to effect a termination of this Lease or to terminate the Tenant's right to possession of the Property during the Compliance Period.

23. Signs. Any sign that Tenant has the right to place, construct and maintain on the Premises shall comply with all laws, and Tenant shall obtain any approval required by such laws. Notwithstanding the foregoing, the name of the Project shall be subject to Landlord's reasonable approval. NOTE: BELLWETHER AND CHIEF SEATTLE CLUB HAVE NOT AGREED TO LANDLORD'S APPROVAL OF PROJECT NAME]

24. Landlord's Right to Enter the Premises; Reserved Rights. Landlord reserves and shall have the right to enter the Premises at reasonable times after reasonable notice to Tenant and subject to all rights of occupants of the Premises (i) to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease or (ii) to serve, post or keep posted any notices required or allowed under the provisions of this Lease. Landlord shall not be liable for any inconvenience, annoyance, disturbance, loss of business, nuisance, or other damage arising out of Landlord's reasonable entry on the Premises as provided in this Section. Tenant shall not be entitled to an abatement or reduction of Rent if Landlord exercises any right reserved in this Section. Landlord hereby reserves the right, at all reasonable times, subject to the prior written approval of Tenant, not to be unreasonably withheld, conditioned or delayed, to enter and to permit the City, King County, and other governmental bodies, public or private utilities and any other persons or entities authorized by Landlord to enter upon the Premises for the purposes of installing, using, operating, maintaining, renewing, relocating and replacing water, oil, gas, steam, storm sewer, sanitary sewer and other pipe lines, telephone, electric, power and other lines, conduits, and facilities within any existing easements of record. Without limitation, Landlord reserves the right, subject to the prior written approval of Tenant, not to be unreasonably withheld, conditioned or delayed, to use portions of the Premises (but not including within the Project) for utility lines and stormwater drainage purposes and facilities, to serve the Premises and/or real property outside of the Premises. Lessor shall further be entitled to use any roads and/or pedestrian pathways now or hereafter located on portions of the Premises from time to time to provide for access through and across the Premises from adjacent real property. Notwithstanding anything herein to the contrary, the foregoing reserved rights of Landlord shall not have a material adverse impact on the operations or use of the Project by Tenant.

25. Right to Estoppel Certificates. Each party, within fifteen (15) days after notice from the other party, shall execute and deliver to the other party, an Estoppel Certificate in the form attached as **Exhibit C** (or in such other form as mutually agreed to by Landlord and Tenant), stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified and stating the modifications. The certificate shall also state the amount of Base Rent and Additional Rent, the dates to which Rent has been paid in advance, the amount of any prepaid rent or security deposit and the existence of any defaults by either Landlord or Tenant thereunder. Failure to deliver the certificate within such fifteen (15) day period shall be conclusive upon the party failing to deliver the certificate for the benefit of the party requesting the certificate and any successor to the party requesting the certificate, that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

26. Limitation on Landlord's Liability. Notwithstanding any provision in the Lease to the contrary, Tenant shall look solely to the estate and property of Landlord in the Premises for the collection of any judgment requiring the payment of money by Landlord or for the enforcement of any other judgment or remedy against Landlord and no other assets of Landlord shall be subject to levy, execution or other procedure for the satisfaction of Tenant's remedies.

27. Attorneys Fees - Intentionally Deleted. NOTE: BELLWETHER HAS NOT AGREED TO DELETION OF AN ATTORNEYS FEE PROVISION]

28. Surrender; Holding Over.

28.1 Surrender of Premises. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in good order, condition and repair, ordinary wear and tear with damage by fire, earthquake, act of God or the elements alone excepted. Tenant at its expense shall (a) remove from the Premises all of Tenant's Personal Property and the personal property of all Persons claiming under Tenant (other than Residents and Subtenants who are not in default under their rental agreements) and repair any damage to the Premises occasioned thereby; and (b) peaceably surrender possession of the Premises. Any of Tenant's Personal Property left on the Premises after the expiration or termination of the Term shall be deemed to have been abandoned and to have become the property of Landlord to dispose of as Landlord deems expedient, and Tenant shall be liable for all costs associated with the disposal of such property. Tenant hereby waives all claims for damages that may be caused by Landlord's reentering and taking possession of the Premises or removing and storing Tenant's property as herein provided and Tenant shall indemnify and hold harmless Landlord therefrom. No such entry shall be considered or construed to be a forcible entry.

28.2 Failure to Surrender. If Tenant fails to surrender the Premises to Landlord on the Expiration Date as required by this Section, Tenant shall be in default and subject to the remedies of Section 22.

28.3 Holding Over. If Tenant, with Landlord's consent remains in possession of the Premises after expiration or termination of the Term, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either party. All provisions of this Lease, except those pertaining to Term, shall apply to the month-to-month tenancy.

29. Broker. Landlord and Tenant each represent to the other that neither is represented by any broker, agent or finder with respect to this Lease in any manner. Each party agrees to indemnify and hold the other party harmless from and against any and all liability, costs, damages, causes of action or other proceedings instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying party in any manner whatsoever in connection with this Lease. This indemnification shall survive the expiration or other termination of this Lease.

30. Definitions. As used in this Lease, the following capitalized terms shall have the following meanings:

"Additional Rent" means all amounts which Tenant is required to pay Landlord pursuant to this Lease (other than Base Rent).

"Affordable Housing Covenant" means that certain Affordable Housing Covenant of even date herewith executed by Tenant and Landlord which encumbers the leasehold interests of Tenant, as the same may be amended with the consent of Tenant and Landlord from time to time.

"Base Rent" means the rent for the Premises for the Term of this Lease, payable in accordance with Section 3 of this Lease.

"Blocked Person" has the meaning set forth in Section 35.17 of this Lease.

"Commence(s) Construction" or "Commencement of Construction" means Tenant has commenced site preparation, grading and excavation for buildings or other structures proposed to be constructed as part of the Project.

"Compliance Period" shall have such meaning as defined thereto in Section 42 of the Code.

"Development Agreement" means that certain Development Agreement entered into by Landlord and Tenant pertaining to the initial development and construction of the Project and dated on or about the date hereof.

"Effective Date" means the date upon which this Lease has been fully executed by Landlord and Tenant. The Effective Date is also the date upon which Tenant's obligation to pay Rent hereunder commences.

"Environmental Law" means any federal, state or local law, rule or regulation relating to health, industrial hygiene or environmental conditions of the Premises, including, without limitation, as amended from time to time, the Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., Federal Hazardous Materials Transportation Control Act, 49 U.S.C. Section 1801 et seq., Federal Clean Air Act, 42 U.S.C. Section 7401 et seq., Federal Water Pollution Control Act, Federal Water Act of 1977, 33 U.S.C. Section 1251 et seq., Federal Insecticide, Fungicide and Rodenticide Act, Federal Pesticide Act of 1978, 7 U.S.C. Section 136 et seq., Federal Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., Federal Safe Drinking Water Act, 42 U.S.C. Section 300f et seq., Washington Water Pollution Control Act, RCW Chapter 90.48, Washington Clean Air Act, RCW Chapter 70.94, Washington Solid Waste Management Recovery and Recycling Act, RCW Chapter 70.95, Washington Hazardous Waste Management Act, RCW Chapter 70.105, Washington Hazardous Waste Fees Act, RCW Chapter 70.95E, Washington Model Toxics Control Act, RCW Chapter 70.105D, Washington Nuclear Energy and Radiation Act, RCW Chapter 70.98, Washington Radioactive Waste Storage and Transportation Act of 1980, RCW Chapter 70.99, Washington Underground Petroleum Storage Tanks Act, RCW Chapter 70.148, and any regulations promulgated thereunder.

"Environmental Reports" means a Phase I environmental site assessment dated [_____] and a [Phase II Environmental Site Assessment dated [_____]], each prepared by [_____]

"Expiration Date" means the date that is eighty-seven (87) years following the Commencement Date unless the Lease is sooner terminated pursuant to any provision of this Lease.

“Extended Use Agreement” means the Regulatory Agreement (Extended Use Agreement) among the Washington State Housing Finance Commission, Landlord and Tenant relating to the allocation of low income housing tax credits to the Property.

“Final Completion of the Project” means completion of the construction and equipping of the Project free and clear of all liens other than Permitted Encumbrances.

“Force Majeure” means any delay in the performance by Tenant of its obligations with respect to the Project caused by strikes, acts of God, war, riots, fire, flood, earthquake, epidemics, COVID-19, or other unavoidable casualties beyond the reasonable control of Tenant, which after the exercise of due diligence to mitigate the effects thereof, delays construction of the Project, other than such delays resulting from the Tenant's failure to comply with the terms and provisions of this Lease, or unavailability of funds to pay for the design, development or construction of the Project. For the avoidance of doubt, in no event shall Force Majeure excuse Tenant's obligation to timely pay all amounts due hereunder.

“Hazardous Substance” shall include without limitation:

(i) Those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613) ("SARA"), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) ("RCRA"), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Toxic Substance Control Act (15 U.S.C. Section 2601 et seq.) and in the regulations promulgated pursuant to said laws, all as amended;

(ii) Those substances listed in the United States Department of Transportation Table (49 CFR 172,101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto);

(iii) Any material, waste or substance which is (A) petroleum; (B) asbestos; (C) polychlorinated biphenyls; (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (E) flammable explosives; (F) radon gas; (G) lead or lead-based paint; (H) radioactive materials; (I) coal combustion byproducts; (J) urea formaldehyde foam insulation; or (K) mold. Mold includes any form of multicellular fungi that live on plant or animal matter and in indoor environments.

(iv) Those substances defined as "dangerous wastes," "hazardous wastes" or as "hazardous substances" under the Water Pollution Control Act, RCW 90.48.010 et seq., the Hazardous Waste Management Statute, RCW 70.105.010 et seq., and the Toxic Substance Control Act RCW 70.105B.010 et seq., the Model Toxics Control Act, RCW 70.105D.010 et seq. and the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., and in the regulations promulgated pursuant to said laws, all as amended from time to time;

(v) Storm water discharge regulated under any federal, state or local law, ordinance or regulation relating to storm water drains, including, but not limited to, Section 402(p) of the Clean Water Act, 33 U.S.C. Section 1342 and the regulations promulgated thereunder, all as amended from time to time; and

(vi) Such other substances, materials and wastes which are or become regulated as hazardous or toxic under applicable local, state or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations, or which are deemed dangerous or injurious to human health.

“Investor Limited Partner” means [_____], and/or its permitted successors and assigns as limited partner of Tenant.

“Landlord” means the [_____], its successors and assigns.

“Law” means any constitution, statute, ordinance, regulation, rule, resolution, judicial decision, administrative order or other requirement of any federal, state, county, municipal or other governmental agency or authority having jurisdiction over the parties or the Premises, or both, in effect either at the time of execution of this Lease or at any time during the Term, including without limitation, any regulation or order of a quasi-official entity or body (e.g., board of fire examiners or public utilities); all rules, laws and regulations arising under Title III of the Americans with Disabilities Act and the regulations issued thereunder by the United States Department of Justice.

“Lease” means this Ground Lease Agreement, as it may be amended from time to time.

“Leasehold Mortgage” means a mortgage, deed of trust or other security instrument or collateral assignment, securing a loan or loans to Tenant, and/or assumed by Tenant, and encumbering Tenant’s estate created hereunder.

“Leasehold Mortgagee” means the beneficiary under a Leasehold Mortgage.

“Legal Requirements” means all applicable local, state and federal laws, ordinances and regulations, and other governmental rules, orders and determinations now or hereafter in effect, whether or not presently contemplated, applicable to the Premises, or its ownership, operation, use or possession, including (without limitation), all those relating to parking restrictions, building codes, zoning or other land use matters, the Fair Housing Act of 1968, as amended, The Americans With Disabilities Act of 1990, as amended, life safety requirements and environmental compliance with respect to the handling, treatment, storage, disposal, discharge, use and transportation of Hazardous Substances.

“Liens” has the meaning set forth in Section 7.1 of this Lease.

“Memorandum of Lease” means the document in the form attached hereto as **Exhibit B** which shall be executed, acknowledged and recorded on the Effective Date.

“Permits” means all land use permits, authorizations and approvals required for construction of the Project.

“Permitted Encumbrances” means, as of any particular time, (i) liens and encumbrances of record against the Premises on the date of this Lease; (ii) certain liens and encumbrances against Tenant’s leasehold interest in the Premises in connection with the development and financing of the Project.

“Permitted Use” has the meaning given to it in Section 6.1 of this Lease.

“Person” means any natural person, corporation, limited liability company, partnership, trust, unincorporated association, public entity or other form of entity.

“Premises” means the Property together with the improvements constructed thereon as part of the Project and any other improvements now or hereafter constructed on the Property.

“Project” means the construction of [_____], and ancillary improvements mutually acceptable to both Landlord and Tenant.

“Property” means the parcel of land located at [_____] in the City of Seattle and more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein.

“Rent” means Base Rent and Additional Rent, each as defined elsewhere in the Lease.

“Requirements of Law” means all requirements relating to land and building construction (including those specifically applicable to the contemplated use of the Premises for the Permitted Use), including, without limitation, planning, zoning, subdivision, environmental, air quality, flood hazard, fire safety, accessibility and other governmental approvals, permits, licenses and/or certificates as may be necessary from time to time to comply with all the foregoing and other applicable statutes, rules, orders, regulations, laws, ordinances, and covenants, conditions and restrictions, which now apply to and/or affect the design, construction, existence, intended use, operation and/or occupancy of the Premises or any part thereof.

“Resident(s)” mean individuals who live in one of the Units constructed by Tenant as part of the Housing Project.

“Substantial Completion” means the date a temporary certificate of occupancy for the shell and core elements of the Project (and expressly excluding tenant improvements to be installed in connection with the leasing of space in the Project) has been issued by the City of Seattle such that Tenant and its subtenants is permitted to and could, pursuant to such certificate of occupancy, physically occupy the public and common areas of the improvements for normal and customary and intended purposes.

“Taxable Rent” has the same definition as set forth in RCW 82.29A.010, as amended from time to time.

"Taxes" has the meaning set forth in Section 4.2 of this Lease.

"Tenant" means [_____], and its permitted successors and assigns.

"Tenant's Personal Property" means Tenant's equipment, furniture, and movable property placed in the Premises by Tenant other than appliances and fixtures installed in individual apartment units as part of the Project.

"Term" means the period beginning on the Effective Date and ending on the Expiration Date or earlier termination of this Lease.

"Transfer" has the meaning set forth in Section 21.1 of this Lease.

"Transfer Notice" has the meaning set forth in Section 21.2 of this Lease.

"Unit" means a rental apartment within the Premises containing separate and complete facilities for living, sleeping, eating, cooking and sanitation intended to be occupied by a single person or household.

"Utilities" means all utilities and services furnished to the Premises, including without limitation, gas, electricity, water, sewer, garbage collection and telephone service.

31. Miscellaneous Provisions.

31.1 Entire Agreement. This Lease and all exhibits attached hereto or thereto sets forth the entire agreement of the parties as to the subject matter hereof and supersedes all prior discussions and understandings between them. This Lease may not be amended or rescinded in any manner except by an instrument in writing signed by a duly authorized officer or representative of each party hereto.

31.2 Governing Law. This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

31.3 Severability. Should any of the provisions of this Lease be found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision shall be stricken and the remainder of this Lease shall nonetheless remain in full force and effect unless striking such provision shall materially alter the intention of the parties.

31.4 Jurisdiction. In the event any action is brought to enforce any of the provisions of this Lease, the parties shall be subject to exclusive in personam jurisdiction in the King County Superior Court for the State of Washington and in any such action venue shall lie exclusively at Seattle, Washington.

31.5 Waiver. No waiver of any right under this Lease shall be effective unless contained in writing signed by a duly authorized officer or representative of the party sought to be charged with the waiver and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future right or of any other right arising under this Lease.

31.6 Captions. Section captions contained in this Lease are included for convenience only and form no part of the agreement between the parties.

31.7 Notices. All notices or requests required or permitted under this Lease shall be in writing, shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, and shall be deemed given three (3) days following the date when mailed or on the date when delivered. All notices or requests shall be sent to Landlord and Tenant addressed as follows:

If to Tenant: []

If to Landlord: []

Either party may change the address to which notices shall be sent by notice to the other party.

31.8 Binding Effect. Subject to the provisions of Section 20 captioned "Assignment and Subletting," this Lease shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. No permitted assignment of this Lease or Tenant's rights hereunder shall be effective against Landlord unless and until an executed counterpart of the instrument of assignment shall have been delivered to Landlord and Landlord shall have been furnished with the name and address of the assignee. The term "Tenant" shall be deemed to include the assignee under any such permitted assignment.

31.9 Gender and Number. As used in this Lease, the masculine shall include the feminine and neuter, the feminine shall include the masculine and neuter, the neuter shall include the masculine and feminine, the singular shall include the plural and the plural shall include the singular, as the context may require.

31.10 Nondiscrimination. Tenant shall not discriminate in employment on the basis of race, color, religion, sex, national origin, veteran status or physical and mental disability in regard to any position for which the employee is qualified, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; 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; the Americans with Disabilities Act of 1990, as amended; (b) the Seattle Municipal Code; and (c) all other Legal Requirements. In the selection of tenants for the Project, Tenant shall not discriminate on the basis of race, creed, color, national origin, sex, honorably discharged veteran or military status, marital status, families with children status, sexual orientation or the presence of any sensory, mental or physical disability. Tenant shall 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 its programs, services, activities and employment practices.

31.11 Nature of Relationship. The relationship between the Landlord and Tenant shall be solely that of landlord and tenant. Nothing contained in this Lease shall be deemed or construed to create a partnership, tenancy-in-common, joint tenancy, joint venture or co-ownership between Landlord and Tenant. Landlord shall not in any way be responsible or liable for the debts,

losses, obligations or duties of Tenant with respect to the Premises or otherwise by reason of this Lease. All obligations to pay Rent, or to construct, operate, manage, maintain or repair the Premises shall be the sole responsibility of Tenant except as otherwise expressly set forth in this Lease. No term or provision of this Lease is intended to be, or shall be, for the benefit of any Person, firm, governmental entity, organization or corporation not a party hereto, and no such other Person, firm, governmental entity, organization or corporation shall have any right or cause of action hereunder.

31.12 Fair Construction. The provisions of this Lease shall be construed as a whole according to their common meaning not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Lease. Each party hereto and its counsel has reviewed and revised this Lease. Accordingly, this Lease shall be construed without the application of any rule requiring that it be construed against the drafting party.

31.13 Recording. This Lease shall not be recorded, but on the Effective Date of this Lease, the parties shall execute, acknowledge and record (at Tenant's cost) a Memorandum of Lease in the form attached hereto as **Exhibit B**. Within ten (10) days following the expiration or earlier termination of this Lease, Tenant shall execute and deliver to Landlord an instrument, in recordable form, confirming the termination of this Lease which instrument, shall be recorded in the real estate records of King County, Washington.

31.14 Telecommunications Equipment. Landlord shall have the right to access, at no cost, a reasonable portion of the rooftop of the improvements constructed on the Premises to install telecommunication equipment at its sole risk and expense pursuant to terms to be set forth in a separate agreement. The parties shall work together to ensure that any equipment of either party is installed, located, operated and maintained so as to avoid any interference with the other party's equipment.

31.15 Time is of the Essence. Time shall be of the essence in the payment and performance of each Party's obligations under this Lease.

31.16 Quiet Enjoyment. Upon payment by Tenant of Rent as herein provided and upon the observance and performance of the covenants, terms and conditions on Tenant's part to be performed under this Lease, Tenant shall peacefully and quietly hold and enjoy the Premises for the Term herein devised without hindrance by Landlord or any person or persons lawfully claiming by or through Landlord.

31.17 Tenant Not a Blocked Person. Tenant represents and warrants that neither Tenant nor any Person owning any direct or indirect membership interest or other equity ownership interest in Tenant is now, or ever has been, named on (or now is or ever has been acting directly or indirectly for or on behalf of any Person named on) the list of "Specially Designated Nationals and Blocked Persons" published by the Office of Foreign Assets Control of the United States Department of the Treasury or any similar list maintained by the United States government or any other government (any person so named, a "Blocked Person"). If Tenant, or any Person owning any direct or indirect membership interest or other equity ownership interest in Tenant, at any time becomes a Blocked Person or acts directly or indirectly for or on behalf of any Blocked Person,

such event shall constitute an Event of Default under this Lease, unless, within 30 days after Tenant becomes aware of such Blocked Person or aware of actions taken directly or indirectly for or on behalf of such Blocked Person, Tenant initiates and diligently pursues steps to cause such Blocked Person to be removed from owning a direct or indirect membership interest or other equity ownership interest in Tenant or removed from the list of "Specially Designated Nationals and Blocked Persons."

32. Authority. Landlord is the [____], an agency of the State of Washington, established and existing pursuant to RCW [____]. Tenant is a Washington limited liability limited partnership, duly organized, validly existing and in good standing under the laws of the State of Washington. By execution of this Lease, Landlord and Tenant represent that they have authority to enter into and perform their respective obligations under this Lease.

33. Leasehold Mortgage Provisions.

33.1 Leasehold Mortgages Authorized; Landlord's Protections. Tenant may mortgage or otherwise encumber Tenant's leasehold estate under one or more Leasehold Mortgages and regulatory, use and other security agreements in connection therewith, all of which constitute Permitted Encumbrances hereunder.

All Leasehold Mortgages shall contain, at a minimum, the following provisions protecting Landlord's fee interest in the Premises:

(a) Leasehold Mortgagee, upon serving Tenant any notice of default pursuant to the provisions of a Leasehold Mortgage, shall also serve a copy of such notice upon the Landlord at the address provided to Leasehold Mortgagee. No notice to Tenant under a Leasehold Mortgage shall be deemed to have been duly given unless and until a copy thereof has been served on Landlord. If Leasehold Mortgagee then or thereafter intends to foreclose on or otherwise take ownership of the Premises or any part thereof as a result of such default, the notice to the Landlord shall explicitly so state.

(b) From and after the date such notice has been given to Landlord, Landlord shall have the same period, after the giving of such notice upon it, for remedying any default or acts or omissions which are the subject matter of such notice, or causing the same to be remedied, as is given Tenant after the giving of such notice to Tenant, plus in each instance, an additional ninety (90) days to cure or cause to be cured the Tenant's default specified in any such notice. If Landlord elects to cure the Tenant's default (and nothing hereunder binds the Landlord to do so), and if the Landlord needs a longer period in which to effect the cure, provided (i) the cure is commenced within such 90-day period, and (ii) the cure is diligently pursued by the Landlord, the Landlord is hereby granted such longer period of time as is reasonably necessary, including, without limitation, the time necessary to procure a new operator of the Affordable Housing Project while operating the Affordable Housing Project during the procurement process. Leasehold Mortgagee agrees to accept such performance as though the same had been done or performed by Tenant. Any cure tendered by Landlord shall be accepted by Leasehold Mortgagee on the same basis as if tendered by the Tenant.

(c) Right to Cure and/or Replace Tenant. Landlord shall have the right to remedy such default or cause the same to be remedied for a period of ninety (90) days after the expiration of the cure period, if any, provided for under the Leasehold Mortgage for Tenant to remedy the same and Leasehold Mortgagee shall accept such performance by or at the instance of Leasehold Mortgagee as if the same had been made by Tenant; provided that Leasehold Mortgagee shall not have the right to foreclose upon this Lease as a result of any non-monetary default which by its nature is not susceptible of being cured by Landlord. If the default is reasonably susceptible of cure by Landlord, but cannot reasonably be remedied within ninety (90) days, Leasehold Mortgagee shall not initiate a foreclosure action so long as (i) Landlord cures all defaults in the payment of money under this Leasehold Mortgage within ninety (90) days and thereafter pays all amounts and items required to be paid by Tenant under the Mortgage Instruments as and when the same becomes due and payable, and (ii) the Landlord has commenced to cure any non-monetary default under the Leasehold Mortgage within ninety (90) days and thereafter diligently and in good faith continuously prosecutes such cure to completion. Landlord's right to cure shall specifically include the right to assume responsibility for and authority over the Affordable Housing Project and to procure a replacement Tenant, and Landlord's initiation of an administrative process to procure an entity to replace Tenant shall satisfy subsection (ii), immediately above.

33.2 Notice to Landlord. If Tenant shall mortgage Tenant's leasehold estate, the holder of such Leasehold Mortgage shall provide Landlord with written notice of such Leasehold Mortgage together with a true copy of such Leasehold Mortgage and the name and address of the mortgagee.

33.3 Consent of Leasehold Mortgagee Required. No cancellation, surrender, or modification of this Lease shall be effective as to any Leasehold Mortgagee unless consented to in writing by such Leasehold Mortgagee.

33.4 Default Notice. Subject to Section 22.7 hereof, Landlord, upon providing Tenant any notice of (i) an Event of Default under this Lease, (ii) termination of this Lease, or (iii) failure of Tenant to exercise any renewal option or purchase option prior to the expiration date thereof, shall, at the same time provide a copy of such notice to any Leasehold Mortgagee. After such notice has been given to a Leasehold Mortgagee, such Leasehold Mortgagee shall have the same period plus an additional period of 90 days, after the giving of such notice upon it, for remedying any Event of Default or causing the same to be remedied, as is given Tenant after the giving of such notice to Tenant, plus in each instance, the additional periods of time specified herein to remedy or cause to be remedied the Events of Default specified in any such notice. If a Leasehold Mortgagee elects to cure the Event of Default (and nothing hereunder binds the Leasehold Mortgagee to do so), and if the Leasehold Mortgagee needs a longer period in which to effect cure, provided (i) the cure is commenced within such 90-day period, and (ii) the cure is diligently pursued by the Leasehold Mortgagee, the Leasehold Mortgagee is hereby granted such longer period of time as is reasonably necessary, including, without limitation, the time necessary to commence a foreclosure or similar action for any cure that requires possession of the Property in order to effect cure, prior to exercise by Landlord of any remedies hereunder. Landlord agrees to accept such performance as though the same had been done or performed by Tenant. Tenant authorizes each Leasehold Mortgagee to make any such action at such Leasehold Mortgagee's option and does hereby authorize entry upon the Property by the Leasehold Mortgagee for such

purpose. Any cure tendered by a Leasehold Mortgagee shall be accepted by the Landlord on the same basis as if tendered by the Tenant.

33.5 Notice to Leasehold Mortgagees. Subject to Section 22.7 hereof, anything contained in this Lease to the contrary notwithstanding, if any default shall occur which entitles Landlord to terminate this Lease, Landlord shall have no right to terminate this Lease unless, following the expiration of the period of time given to Tenant to cure such default, Landlord shall notify any Leasehold Mortgagee of Landlord's intent to so terminate at least 30 days in advance of the proposed effective date of such termination if the nature of such default is the failure to pay a sum of money, and at least 90 days in advance of the proposed effective date of such termination if such default is not the failure to pay a sum of money and the Leasehold Mortgagees cure rights shall be pursuant to Section 28.4 hereof.

33.6 Procedure on Default.

(a) Subject to Section 22.7 hereof, if Landlord shall elect to terminate this Lease by reason of any default of Tenant, the specified date for the termination of this Lease, as fixed by Landlord in its termination notice shall be extended for a period of one year, provided that such Leasehold Mortgagee shall, during such one year period:

(i) Pay or cause to be paid the rent, additional rent and other monetary obligations of Tenant under this Lease as the same become due, and continue its good faith efforts to perform all of Tenant's other obligations under this Lease, excepting (A) obligations of Tenant to satisfy or otherwise discharge any lien, charge, or encumbrance against Tenant's interest in this Lease junior in priority to the lien of the mortgage held by such Leasehold Mortgagee and (B) past non-monetary obligations then in default and not reasonably susceptible of being cured by such Leasehold Mortgagee; and

(ii) If not enjoined or stayed, take steps to acquire or sell Tenant's interest in this Lease by foreclosure of the leasehold mortgage or other appropriate means and prosecute the same to completion with reasonable diligence.

(b) If at the end of such one year period such Leasehold Mortgagee is complying with Section 33.6(a), this Lease shall not then terminate; and the time for completion by such Leasehold Mortgagee of proceedings pursuant to Section 33.6(a)(ii) above shall continue so long as such Leasehold Mortgagee is enjoined or stayed and thereafter for so long as such Leasehold Mortgagee proceeds to complete steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage or by other appropriate means with reasonable diligence and continuity. Nothing in this Section 33.6, however, shall be construed to extend this Lease beyond the original term hereof, nor to require a Leasehold Mortgagee to continue such foreclosure proceedings after the default has been cured. If the default shall be cured and the Leasehold Mortgagee shall discontinue such foreclosure proceedings, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease.

(c) If a Leasehold Mortgagee is complying with Section 33.6(a), and if Tenant has failed to discharge any lien, charge or encumbrance against Tenant's interest in this Lease which is junior in priority to the lien of the Leasehold Mortgage held by such Leasehold Mortgagee

and which Tenant is obligated to satisfy and discharge by reason of the terms of this Lease, then upon the acquisition of Tenant's estate herein by such Leasehold Mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease.

33.7 New Lease.

(a) Subject to Section 33.5 hereof, in the event of the termination of this Lease prior to the expiration of the Term, Landlord shall serve upon the Leasehold Mortgagee written notice that the Lease has been terminated together with a statement of any and all sums which would at the time be due under this Lease but for such termination and of all other defaults, if any, under this Lease then known to Landlord. The Leasehold Mortgagee, in order of seniority, or its designee or assignee, shall thereupon have the option to obtain a new lease (a "New Lease") in accordance with and upon compliance with each of the following terms and conditions:

(i) Leasehold Mortgagee shall within sixty (60) days following service of notice of termination of this Lease provide written notice to Landlord that it desires to enter into a New Lease of the Premises with Landlord; and

(ii) Landlord shall enter into a New Lease which shall be effective as of the date of the termination of this Lease and shall be for the remainder of the Term of this Lease and at the rent and upon all other terms, covenants and conditions as this Lease (excluding requirements which are inapplicable, or have already been fulfilled); and

(iii) Upon execution of such New Lease the Leasehold Mortgagee shall pay any and all sums which would at the time of the execution thereof be due under this Lease but for such termination less any amounts previously received by Landlord with respect to such default and perform all other then-unfulfilled obligations of Tenant, which are reasonably susceptible of being performed by Leasehold Mortgagee or its assignee. The amount paid by the Leasehold Mortgagee hereunder shall be net of amounts already received by Landlord in connection with such default, or received by Landlord in connection with the Property between the date of termination and the date the New Lease is executed; and

(iv) Leasehold Mortgagee shall pay all expenses, including reasonable attorneys' fees and costs incurred by Landlord in connection with such default and termination, the recovery of possession of the Property and the preparation, execution and delivery of such New Lease.

33.8 Leasehold Mortgage Not a Transfer.

Neither the making of a Leasehold Mortgage nor the refinancing, foreclosure, or assignment in lieu of foreclosure or a Leasehold Mortgage shall be deemed to constitute an assignment or transfer of this Lease or the leasehold estate hereby created, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of the Tenant's interest in the Property or leasehold estate so as to require such Leasehold Mortgagee to assume the performance of any of the terms, covenants or conditions on the part of the Tenant to be performed prior to

foreclosure of the Leasehold Mortgage; provided, however, that upon foreclosure of the Leasehold Mortgage, the Leasehold Mortgagee or any purchaser at any sale of the Tenant's leasehold rights in the Property in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignee or transferee of the Tenant's rights under this Lease created under any instrument of assignment or transfer in lieu of foreclosure of any Leasehold Mortgage, shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the Tenant to be performed from and after the date of such purchase and assignment; provided, however, and subject to the terms of Section 33.6(c) above, after the date of such purchase or assignment, the Leasehold Mortgagee, assignee or transferee, as applicable, shall proceed with reasonable diligence to cure only those prior defaults on the part of Tenant that are reasonably susceptible of being cured by such Leasehold Mortgagee, assignee or transferee.

33.9 Leasehold Mortgagee's Right to Assign.

Notwithstanding any provision of this Lease to the contrary, any Leasehold Mortgagee may upon acquiring the Tenant's interest under this Lease pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings, or pursuant to a New Lease as provided above, may without further consent of Landlord sell and assign such leasehold interest together with all of its rights, duties and obligations under the Lease on such terms and to such persons and organizations as are acceptable to such Leasehold Mortgagee and thereafter be relieved of all obligations under this Lease which accrue after the date of such sale or assignment so long as each of the following conditions are met:

(a) There is no default on the part of Leasehold Mortgagee under this Lease and no event that with the giving of notice, the passage of time, or both, would constitute an event of default by Leasehold Mortgagee under this Lease, all such defaults having been cured to the reasonable satisfaction of Landlord prior to the effective date of such assignment;

(b) If such assignee will not itself manage the Project, its proposed property manager shall be a professional building management firm with regular offices located in King County, Washington or otherwise reasonably satisfactory to Landlord, with sufficient experience and competent personnel to operate, manage, maintain and repair the Project in accordance with the requirements of this Lease. The determination of whether such personnel are adequately competent and experienced shall be made on the basis of experience in managing like facilities, and demonstrated success and reputation in doing so;

(c) The assignee shall have experience managing multifamily affordable rental housing comparable to the Project and has demonstrated financial capacity and/or resources to meet the applicable and continuing obligations of Tenant hereunder;

(d) As part of such assignment the assignee shall assume the obligations of Tenant under this Lease by executing, acknowledging and recording one or more assumption agreements in form and substance reasonably satisfactory to Landlord. The assignee shall thereafter have all the rights and shall perform all the duties and obligations of Landlord under this Lease;

(e) Any such sale or assignment shall not release Leasehold Mortgagee from any claims or obligations under this Lease that arose while Leasehold Mortgagee or any of its affiliates held the Tenant's interest under this Lease or was in possession of the Property; and

(f) Any subsequent transfer by such assignee shall be subject to the provisions of this Lease.

33.10 Rejection of Unexpired Lease by Tenant or Tenant's Bankruptcy Trustee.

If Tenant, or Tenant's bankruptcy trustee rejects this Lease during the Term in a proceeding under Section 365 of the United States Bankruptcy Code or similar or successor statute, such rejection will have no effect on the rights of Leasehold Mortgagee under this Section, which rights will remain in full force and effect notwithstanding such rejection as if the same were provided for in a separate and independent agreement between Landlord and such Leasehold Mortgagee, and such Leasehold Mortgagee shall have the right to a New Lease on the same terms, conditions and limitations set forth above; provided, however, that in the event Leasehold Mortgagee desires to enter into a New Lease with Landlord it shall, as a condition to such New Lease and without regard to the limitation on damages set forth in the United States Bankruptcy Code, cure all defaults by Tenant under the Lease and reimburse Landlord its legal fees and costs, as a condition to such New Lease. The provisions set forth in this Section granting Leasehold Mortgagee certain rights are for the express benefit of each such Leasehold Mortgagee for the term set forth in this Section and are independent of the other provisions of this Lease.

33.11 No Merger.

So long as any Leasehold Mortgage is in existence, unless the Leasehold Mortgagee otherwise consents in writing, the fee title to the Property, and the leasehold estate of Tenant created by this Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by Landlord or by Tenant or by a third party, by purchase or otherwise. The foregoing shall not apply in the event of termination of this Lease after default by Tenant, provided that no Leasehold Mortgagee shall have requested and been granted a New Lease as provided above.

33.12 No Subordination of Fee. In no event shall all or any portion of Landlord's fee interest in the Property, including without limitation, Landlord's reversionary interest in the Premises or interest under this Lease, be subject or subordinate to any lien or encumbrance of any mortgage, deed of trust or other security instrument. [NOTE: BELLWETHER HAS INFORMED THE COLLEGE THAT IT DOES NOT AGREE TO THIS PROVISION AS DRAFTED AND WILL NOT DO SO UNLESS THE PROJECT FUNDERS WAIVE THEIR LEASE SUBORDINATION REQUIREMENTS]

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Ground Lease Agreement as of the date and year first above written.

Landlord:

[_____]

Tenant:

[_____]

STATE OF WASHINGTON

} ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it as the _____ for [_____] to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20____.

Printed Name _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission Expires _____

STATE OF WASHINGTON

} ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ for [____], a Washington [____] to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 20__.

Printed Name _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission Expires _____

EXHIBIT A

LEGAL DESCRIPTION

LEASE VALUATION

LOTS 1 THROUGH 18 AND 31 THROUGH 48, BLOCK 2, ERICKSON'S IMPROVED ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 18, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THE VACATED ALLEY OF SAID BLOCK 2, PER VACATION ORDINANCE NO. 98715, WHICH LIES NORTH OF THE EASTERLY PROJECTION OF THE SOUTH LINE OF SAID LOT 18 AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF SAID LOT 31;

EXCEPT THOSE PORTIONS OF LOTS 1 THROUGH 18 RESERVED FOR STREET PURPOSES BY EASEMENT RECORDED UNDER RECORDING NO. 7803090742 AND ORDINANCE NO. 107570;

AND,

EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF SEATTLE FOR STREET PURPOSES BY QUIT CLAIM DEED RECORDED UNDER RECORDING NO. 6482739;

AND,

EXCEPT ANY PORTIONS OF VACATED MERIDIAN AVENUE NORTH AND NORTH 95TH STREET UNDER VACATION ORDINANCE NO. 98715;

CONTAINING AN AREA OF 98,990 SQUARE FEET OR 2.2725 ACRES, MORE OR LESS;

SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON STATE.



Affordable Housing Covenant

RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

AFFORDABLE HOUSING COVENANT

Grantor: []

Grantee: []

Abbreviated Legal Description: []

Full Legal Description on Exhibit A Attached

Assessor's Tax Account #s: []

Reference # (If applicable): N/A

AFFORDABLE HOUSING COVENANT

This Affordable Housing Covenant (this “Agreement”) is made as of _____, 20__ by [_____] (the “Grantor”) for the benefit of [_____] (“Grantee”), and is part of the consideration for Grantee’s agreement to lease to Grantor pursuant to a Ground Lease Agreement dated as of _____, 20__ (the “Ground Lease”), certain real property located at [_____] in Seattle, Washington, for the construction by Grantor or its affiliates of a mixed use building including an [___]-unit residential rental project (the “Project”).

This Agreement will be filed and recorded in the official public land records of King County, Washington, and shall constitute a restriction upon the use of the real property legally described in Exhibit A (the “Property”), subject to and in accordance with the terms of this Agreement for the Regulatory Period (defined below).

The covenants contained herein are to be taken and construed as covenants running with the land and shall pass to and be binding upon the Grantee and its successors and assigns, heirs, grantees and lessees of the Property. Each and every contract, deed or other instrument covering or conveying the Property, or any portion thereof or interest therein, shall be conclusively held to have been executed, delivered and accepted subject to such covenants, regardless of whether such covenants are set forth in such contract, deed or other instruments.

NOW, THEREFORE, it is hereby covenanted, for the Regulatory Period (defined below), as follows:

. Definitions. Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the terms defined above shall have the meanings set forth above and the following terms shall have the respective meanings set forth below for the purposes hereof.

Closing Date means _____.

Dwelling Units means the dwelling units within the Project.

Occupancy Date means the first date on which at least 10% of the Dwelling Units in the Project are occupied.

Project means the [___]-unit residential rental project to be located on the Property.

Property means the real property legally described in Exhibit A hereto, which is incorporated herein by reference, as Exhibit A may be amended in accordance with Section 11.

Qualified Tenants means and includes individuals of low or moderate income at initial occupancy determined in a manner consistent with determinations of lower income individuals under Section 8 of the United States Housing Act of 1937, except that the percentage of area median gross income which qualifies as low or moderate income shall not exceed 60% and such calculation shall be adjusted for family size.

Regulatory Period means the period commencing on earlier to occur of [*insert target substantial completion date*] or the Occupancy Date and ending on the 55th anniversary of the Occupancy Date.

. Use of Facilities. The Grantor hereby agrees that the Project is to be managed and operated as follows throughout the Regulatory Period:

the Project will be comprised of not less than [] Dwelling Units, 100% of which shall be occupied by Qualified Tenants on a long-term basis, together with facilities functionally related and subordinate to those Dwelling Units, consisting of the following minimum bedroom counts:

	Unit Type					Total
	Studio	1 BR	2 BR	3 BR	4 BR	
Qualified Tenants						

Dwelling Units shall be occupied by Qualified Tenants on a long-term basis and made available at rents in an amount that does not exceed 30% of 60% of area median gross income, adjusted for household size. Notwithstanding the foregoing, if a Dwelling Unit is occupied by a Qualified Tenant whose income level has increased during such individual's or family's tenancy in such unit, the rent with respect to such unit may be increased to an amount that does not exceed 30% of such tenant's household income adjusted for household size.

For purposes of this subsection, "rents" shall refer to that portion of the monthly charges to tenants relating to their occupancy of a Dwelling Unit exclusive of charges for meals and other supportive services, if any;

each Dwelling Unit in the Project shall contain complete and separate facilities for living, sleeping, eating, cooking and sanitation for a single person or family;

[reserved];

[reserved];

none of the Dwelling Units in the Project shall be leased or rented for a period of less than six months;

once available for occupancy, each Dwelling Unit in the Project shall at all times be occupied by or available for residency on a continuous basis to Qualified Tenants (except as otherwise allowed under applicable fair housing laws);

if the Grantor is unable to rent or lease the minimum number of Dwelling Units in the Project designated in accordance with Section 2(a) for use by Qualified Tenants to such tenants, it will hold the unrented Dwelling Units vacant until Qualified Tenants are found to occupy those Dwelling Units, and it will offer the unrented Dwelling Units so designated for occupancy by Qualified Tenants;

at all times during the Regulatory Period, rents charged for Dwelling Units shall be affordable to the Qualified Tenants (for purposes of this paragraph, "rents" shall refer to that portion of the monthly charges to tenants relating to their occupancy of a Dwelling Unit exclusive of charges for meals and other supportive services, if any). Notwithstanding the foregoing, if, during the Regulatory Period, the Grantor determines that revenues produced by the Project at such restricted rents levels are, or are projected to be, insufficient to pay costs of operating the Project and paying required debt service for obligations incurred by the Grantor to finance costs of constructing the Project, the Grantor may request the Grantee's approval to temporarily increase rents charged for Dwelling Units; provided that (a) the Grantor shall continue to use its best efforts in good faith to maintain rents for Dwelling Units at rents affordable to the Qualified Tenants; and (b) any permitted increase in rents above the restricted level otherwise set forth in this Agreement will be limited to the minimum amount necessary to provide sufficient revenues to pay the such operating costs and required debt service;

the Grantor will (A) obtain at the time each Dwelling Unit is rented to a Qualified Tenant, and maintain on file thereafter, certifications or verifications of such Qualified Tenant's income, (B) submit to the Grantee, upon request, copies of such income certifications or verifications, and (C) submit to the Grantee, upon request, copies of the Project's annual rent roll and financial statement for the Project;

none of the Dwelling Units in the Project shall at any time be used on a transient basis (limited, occasional use of individual Dwelling Units by visiting family members shall not constitute use on a transient basis);

the Grantor will permit any duly authorized representative of the Grantee to inspect, during regular business hours and upon reasonable notice, the books and records of the Grantor pertaining to the incomes of the Qualified Tenants who are residing or have resided in the Project;

the Grantor will prepare and submit to the Grantee on or before June 30th of each year after the Occupancy Date, a certificate of the Grantor certifying that it has complied in all respects with the requirements of this Section 2, which shall be in a form approved by Grantee; and

For the purposes of this Agreement, a Dwelling Unit occupied by an individual or family who at the commencement of that occupancy is a Qualified Tenant shall be treated as occupied by a Qualified Tenant during such individual's or family's tenancy in such unit regardless of the future income levels of such individual or family; moreover, a unit shall be treated as occupied by a Qualified Tenant until occupied by another occupant, at which time the character of the Dwelling Unit shall be redetermined.

. Resident Selection.

Nondiscrimination; Selection Policies. Except as otherwise required or contemplated by this Agreement or allowed by applicable law for the purpose of providing low income housing, the Grantor will not discriminate in the provision of housing on the basis of race, creed, color, sex, national origin, religion, marital status, age, disability, the receipt of public assistance or housing assistance or any other characteristic protected from discrimination by applicable law. Grantor shall adopt and submit to Grantee for approval resident selection policies and criteria for the Dwelling Units that are consistent with the purpose of providing housing for Qualified Tenant and that further the goals and purposes set forth in this Agreement. Grantor may require that such resident selection policy include provision for (x) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable, and (y) the prompt written notification to any rejected applicant of the grounds for any rejection.

. Compliance with Laws. The Grantor will provide safe and sanitary housing and will comply at all times with all state and local housing codes, licensing requirements and other requirements regarding the condition of the structure and the operation of the Project in the jurisdiction in which the Project is located.

. Records and Reports. The Grantor will keep any records and make any reports relating to compliance with this Agreement that the Grantee may reasonably require.

. Default. If a violation of any of the covenants herein occurs, the Grantee may, after 90 days' notice to the Grantor, institute and prosecute any proceeding at law or equity to abate, prevent or enjoin any such violation or to compel specific performance by the Grantor of its obligations hereunder, provided that the Grantor shall not be required by any provision herein to evict a tenant unless required or permitted to do so under applicable law. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

. Covenants Run With the Land. The Grantor hereby declares its express intent that the covenants, restrictions, charges and easements set forth herein shall be deemed covenants running with the land throughout the Regulatory Period, and shall pass to and be binding upon the Grantor's successors in title including any purchaser, grantee or lessee of any portion of the Property and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee or lessee (other than a resident) of any portion of the Property and any other person or entity having any right, title or interest therein. Each and every contract, deed or other instrument (other than residential resident leases) hereafter executed conveying the Property or any portion thereof or interest therein shall contain an express provision making such conveyance subject to the covenants, restrictions, charges and easements contained herein; provided, however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants, regardless of whether or not such covenants are set forth or incorporated by reference in such contract, deed or other instrument.

. Termination. Upon the termination of the terms of this Agreement at the end of the Regulatory Period, the parties hereto agree to execute, deliver and record appropriate instruments of release and discharge of the terms hereof; provided, however, that the execution and delivery of such instruments shall not be necessary or a prerequisite to the termination of this Agreement in accordance with its terms. Provided further that Grantor hereby irrevocably appoints Grantee as its lawful attorney-in-fact to execute and deliver for, on behalf of and in the name of Grantor, any such instrument referred to in this Section 8 or otherwise, required to document and record the release of this Agreement at the end of the Regulatory Period and Grantor and Grantee agree that such power of attorney shall be a power coupled with an interest. Provided however, that the covenants contained in this Regulatory Agreement shall run with the Property during the Regulatory Period, that any successor-in-interest to Grantor during the Regulatory Period shall be bound by this Regulatory Agreement.

1. . Reference Date. This Agreement is dated for reference purposes only as of the _____, 20____, and will not be effective and binding upon the parties hereto until the Closing Date.

2. . Execution in Counterparts. This Agreement may be executed in counterparts.

3. . No Rights Created in Third Parties. The terms of this Agreement are not intended to establish or to create any rights in any persons other than the Grantee and Grantor and their respective successors and assigns of each.

4. . Ground Lease. The Grantee, as fee owner of the Property, acknowledges and consents to this Agreement, including, without limitation, the provisions of Section 7

requiring that the covenants contained herein run with the land throughout the Regulatory Period.

[Signatures on Following Page]

STATE OF WASHINGTON

} ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it as the _____ for _____ as approved by _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20__.

Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

CONVEYANCE AGREEMENT

This Conveyance Agreement for construction and delivery of that certain commercial unit (the “Unit Agreement”) is entered into between [____], an agency of the State of Washington (referred to in this agreement as “Purchaser”), and [____], a Washington limited liability limited partnership (referred to in this agreement as “Seller”). Seller and Purchaser enter into this Unit Agreement pursuant to that certain Ground Lease Agreement between Purchaser as landlord and Seller as tenant dated on or about the date hereof (the “Ground Lease”), pursuant to which Purchaser and Seller agreed to lease certain land located at [____], Seattle, Washington (the “Property”), a portion of which is the subject of this Unit Agreement. The “Effective Date” of this Unit Agreement is [____].

NOW, THEREFORE, Seller and Purchaser agree as follows:

I. COMMERCIAL UNIT

Subject to the terms and conditions of this Unit Agreement, Seller hereby agrees to construct and convey to Purchaser, and Purchaser hereby agrees to acquire an approximately [5,700 square foot] community center in shell condition, also known as Unit [] of [____], a Condominium (the “Commercial Unit”). The Commercial Unit consists of a portion of that real property located at [____], Seattle, Washington and legally described in **Exhibit A** attached hereto (the “Property”), together with an undivided interest in the Common Elements and any Limited Common Elements appurtenant to the Commercial Unit, constructed in accordance with the Plans and Specifications described in Section 3.1.1 and as set out and established in the Condominium Declaration for [____], a Condominium, to be recorded in King County, Washington, the form of which is attached hereto as **Exhibit D** (the “Declaration”). The parties expressly waive any right to assert or claim that this Unit Agreement is void or voidable for failure to initially set forth in it the full legal description of the real property to which it pertains. The parties agree that the title company’s attachment of a replacement exhibit to this Unit Agreement setting forth the complete legal description of the Commercial Unit is authorized and directed by Seller and Purchaser, and shall for all legal purposes relate back to the date of this Unit Agreement. The Commercial Unit is described in more detail in paragraph 3 below. No personal property is included in the sale of the Commercial Unit.

II. PURCHASE PRICE/CONSIDERATION

The Commercial Unit Price (defined below) is based on the actual cost to Seller to construct the Commercial Unit. Seller and Purchaser agree that the Commercial Unit Price is intended to include the total development costs of the Commercial Unit in shell condition, determined as set forth in the Budget (defined below), as such amount may be adjusted by Purchaser during construction,

which includes a pro rata allocation of the design and other soft costs, fees, loan fees and interest, construction costs and other typical hard costs associated with construction and completion of commercial improvements. As of the date of the Unit Agreement, the purchase price for the Commercial Unit is [\$ _____] (the “Commercial Unit Price”) and has been fully funded and deemed paid by Purchaser to Seller at execution of the Ground Lease Agreement. The Commercial Unit Price will be held in a segregated bank account, separate and apart from all other funds of Seller (the “CU Construction Account”). The funds in the CU Construction Account will be utilized by the Seller solely for the purpose of paying, as billed, the allocated hard and soft costs to design and construct the Commercial Unit. Except as otherwise provided in Section 3.1.6 herein, Purchaser shall not be required to pay any additional consideration for the Commercial Unit.

III. DESIGN AND CONSTRUCTION OF COMMERCIAL UNIT; TITLE; ESCROW

3.1 Seller’s Design and Construction

3.1.1 On or about the date hereof, Seller acquired a leasehold interest in the Property from Purchaser pursuant to the Ground Lease to construct on the Property improvements, including a building with approximately [200] low income apartment dwelling units together with associated spaces (the “Housing Unit”) and the Commercial Unit consisting of approximately 5,700 square feet of ground floor commercial space in shell condition (collectively, the “Improvements”), all as more particularly described in those plans and specifications prepared by [_____] (the “Project Architect”) as Job No. [_____] and dated [_____] and addendum dated [_____] (the “Plans and Specifications”). Seller shall, at Seller’s sole cost, design and construct the Improvements substantially in accordance with the Plans and Specifications, and on the Unit Closing (as defined below) convey to Purchaser the Commercial Unit in a shell condition as defined in **Exhibit B** attached hereto (the “Commercial Unit Improvements Shell Condition”), in accordance with Article VII. Seller may make changes to the Plans and Specifications in Seller’s reasonable discretion, including but not limited to changes due to regulatory requirements, code revisions, or as a result of the design build specification process for mechanical, electrical and plumbing; provided, however, Seller shall keep Purchaser apprised on a timely basis of all changes made to the Plans and Specifications that affect the Commercial Units and shall not make any changes that would have a material adverse effect on the design or construction of the Commercial Units without Purchaser’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Purchaser shall be responsible for the

design, permitting, financing and construction of the interior build-out of the Commercial Unit (the “Build Out”) at its sole cost and expense.

3.1.2 [Reserved]

3.1.3 Seller’s construction contract with the general contractor shall include warranties by the general contractor against defects in materials and workmanship for period of at least one (1) year from substantial completion, which warranties shall at a minimum provide that materials and equipment furnished under the construction contract will be of good quality and new unless the construction contract or associated contract documents require or permit otherwise and that the work under the construction contract will conform to the requirements of the construction contract or associated contract documents and will be free from defects, except for those inherent in the quality of the work the construction contract or associated contract documents require or permit. Seller shall use commercially reasonable efforts to cause its construction contract with its general contractor, and its contract with the Project Architect, to name Purchaser as a third party beneficiary of such warranties. If the Seller is not able to negotiate Purchaser’s right to be a third party beneficiary to the construction contract, then the Seller shall use commercially reasonable efforts to cause the general contractor to perform its post-substantial completion obligations under the construction contract (including but not limited to the construction warranty and obligation to correct defective work), and this obligation with respect to the general contractor’s obligation to correct defective work shall survive Closing for a period of one year, but such obligation shall survive for the duration of the general contractor’s responsibility to provide assistance in enforcement of any warranties from third parties.

3.1.4 Seller shall cause Purchaser to be added as an “additional insured” on (i) the general contractors general liability policy, (ii) the Owner’s commercial general liability policy, (iii) the “all risk” builder’s risk insurance policy, and (iv) any other policies of insurance required of the general contractor under construction contract. Prior to commencement of construction, Seller shall deliver to Purchaser proof of such insurance and that such Purchaser has been listed as an additional insured. The rights of Purchaser to any proceeds under such policies shall be subject to rights of Seller’s lenders and/or equity investor in such proceeds.

3.1.5 Throughout the period of time during which the Improvements are being constructed and until the Unit Closing under this Unit Agreement, Seller

shall arrange to have weekly meetings with the general contractor. Purchaser shall designate an individual to serve as Purchaser's construction representative ("Purchaser's Representative"). Purchaser's Representative shall be notified of the time, location and date of such meetings and shall have the right to attend and participate in all such meetings. Seller shall submit to Purchaser's representative a copy of the general contractor's monthly application for payment (the "Pay Application") at least five days prior to submission of the Pay Application to Seller's construction lender.

3.1.6 Purchaser and Seller each acknowledge that the Commercial Unit is being constructed pursuant to that development budget agreed to by both Purchaser and Seller attached hereto as **Exhibit G** (the "Budget"). The Purchaser shall work proactively and collaboratively with the Seller to keep the Commercial Unit's allocated share of hard and soft costs within the Budget for the Commercial Unit. Seller may revise the Budget if construction costs or each Commercial Unit's allocated share of hard and soft costs increase. Anything in this Unit Agreement notwithstanding, any Budget amendment is subject to the approval of each lender on the Improvements to the extent so provided in the loan agreement with such lender and the limited partner of the Seller to the extent required under the Seller's [Amended and Restated Limited Partnership Agreement]. If unanticipated cost increases occur, the Purchaser shall work collaboratively with the Seller to identify value engineering changes to keep construction costs within the Budget. If any change orders under the Seller's construction contract are related solely to changes requested and approved by the Purchaser ("Purchaser Initiated Changes"), the costs of such Purchaser Initiated Changes shall be borne solely by Purchaser and any Purchaser Initiated Changes shall be deemed approved by Purchaser.

3.1.7 The Parties expressly acknowledge and agree that this Unit Agreement is hereby made subordinate and subject to the rights and interests of [_____] Bank] (the "Seller's Construction Lender") under that certain [Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing] made by Seller for the benefit of Seller's Construction Lender, to be recorded in the land records of King County, Washington on the approximately even date herewith.

3.2 Condominium

3.2.1 Condominium Documents

A schematic showing the approximate horizontal dimensions of the

Commercial Unit is attached hereto as **Exhibit C** (the “Unit Schematic”). Upon completion of framing and installation of building systems, Seller shall subject the Property, including the Improvements, to a condominium regime (the “Condominium”). The form of Condominium declaration and association documents are attached hereto as **Exhibits D** and **E**. Purchaser shall have the right to approve any material changes to the Condominium declaration and association documents, which approval will not be unreasonably withheld or delayed. Upon sufficient completion of the Improvements, Seller will cause to be prepared a Condominium survey map (the “Survey Map”) consistent with the approved Declaration, the Unit Schematic and the Plans and Specification. Purchaser shall not withhold or delay approval of the Survey Map if such plans are substantially consistent with the terms of this Unit Agreement, including the exhibits hereto, the Plans and Specifications, and any change orders approved by Purchaser hereunder. If Purchaser does not respond with specific requested changes to the proposed Survey Map within fifteen (15) days of receipt, Purchaser shall be deemed to have approved the proposed Survey Map. All documents necessary to form and govern the Condominium, including but not limited to the declaration, the association document, and the Survey Map for the Condominium, shall be referred to herein as the “Condominium Documents”.

3.3 Title Matters

3.3.1 Within twenty (20) days of creation of the Condominium, Seller will order and have delivered to Purchaser a preliminary commitment for title insurance for the Commercial Unit issued by the Title Company, including complete and legible copies of all exceptions and encumbrances noted thereon (the “Unit Preliminary Commitment”). Purchaser shall have twenty-one (21) days after receipt of the Unit Preliminary Commitment to advise Seller in writing of any encumbrances, restrictions, easements or other matters in the Unit Preliminary Commitment (collectively “Unit Exceptions”) to which Purchaser objects (the “Disapproved Unit Exceptions”). Disapproved Unit Exceptions shall not include the Unit Permitted Exceptions (as defined below). All Unit Exceptions related to Seller’s financing of the Housing Unit and all monetary encumbrances other than non-delinquent ad valorem property taxes shall be deemed to be Disapproved Unit Exceptions and shall be removed by Seller at the Unit Closing. All Unit Exceptions to which Purchaser does not object in writing within the twenty-one (21) day period shall be deemed accepted by Purchaser. Purchaser acknowledges and agrees that Seller’s construction

on the Property with respect to the non-Commercial Unit improvements may be ongoing, retainage shall not have been paid to the general contractor and the owner's policy provided by the Title Company to Purchaser will be subject to a general exception for mechanic's liens and such exception shall be a "Unit Permitted Exception" hereunder. Any notices of claim of lien or filed liens shall be a Disapproved Unit Exception. At the Unit Closing Seller shall enter into an indemnity agreement with Purchaser, agreeing to indemnify and defend Purchaser against any and all such lien claims existing at the Unit Closing or to arising in connection with the construction of the Improvements by Seller after the Unit Closing.

- 3.3.2 Seller shall have ten (10) days after receipt of Purchaser's notice to notify Purchaser, in writing, of its agreement to cure or remove any of the Disapproved Unit Exceptions. Seller shall remove or cure before the Unit Closing the Disapproved Unit Exceptions.
- 3.3.3 At least thirty days prior to the Unit Closing, Seller will cause the escrow agent to deliver to Purchaser an updated commitment for title insurance and any new exception documents for the Commercial Unit ("Updated Commitment"). Seller shall remove or cure by the Unit Closing all exceptions identified in the Updated Commitment except the Permitted Exceptions. The foregoing notice and response procedures shall be repeated for any title exceptions first appearing after Purchaser's receipt of the initial Unit Preliminary Commitment, except that if the time period for delivery of any notice extends beyond the Unit Closing Date, such notice and all subsequent notices shall be delivered on or before the Unit Closing Date.
- 3.3.4 The term "Unit Permitted Exceptions" as used herein means: (a) the exceptions accepted or deemed accepted by Purchaser as provided above; (b) the lien of real estate taxes and assessments payable in the calendar year of closing which shall be prorated to the Unit Closing as provided in Section 9.5 of this Unit Agreement; (c) the exceptions contained in the title commitment attached hereto as **Exhibit H**; (d) the Purchaser-approved Declaration and bylaws of the Association and right to lien for assessments thereunder; (e) exceptions related to easements necessary for the construction of the Improvements and the delivery of utilities thereto and (f) a general exception for mechanic's liens (but not any specific mechanic's liens).
- 3.3.5 At Unit Closing, Purchaser shall be entitled, at Seller's sole cost and expense, to cause the Title Company to issue to Purchaser an ALTA

standard coverage owner's policy of title insurance (the "Unit Title Policy"), in the amount of \$[_____], insuring Purchaser against loss or damage arising from defects in title to the Commercial Unit other than the Unit Permitted Exceptions. Purchaser may cause the Title Company to issue an ALTA extended coverage owner's policy of title insurance if Purchaser pays the difference in the premium between standard and extended coverage. Purchaser shall be solely responsible for paying for the cost of an ALTA survey, if required by the Title Company, in connection with issuance of an extended owner's policy of title insurance. After retainage is released on the Seller's general construction contract and Seller's general contractor has provided final lien waivers, Seller shall cause the title to issue a "date down" to the Unit Title Policy, if available from the Title Company, removing the general exception for mechanic's liens.

3.4 Escrow Holder

First American Title Insurance Company ("Escrow Holder" in its capacity as escrow holder and "Title Company" in its capacity as title insurer) has been designated as Escrow Holder hereunder by mutual agreement of Seller and Purchaser. Within five (5) days of the Effective Date of this Unit Agreement, Escrow Holder shall open a closing escrow for the benefit of Purchaser and Seller in accordance with the terms of this Unit Agreement. The following individual shall serve as escrow officer for Escrow Holder:

Amanda Johnson
First American NCS
920 Fifth Avenue
Suite 1200
Seattle, WA 98104
(206) 615-3118
AJohnson@firstam.com

3.5 Entry onto the Property

Prior to the Unit Closing, Seller grants to Purchaser and Purchaser's contractors, employees, agents and consultants a non-exclusive license to enter upon the Commercial Unit and related portions of the Property and Improvements at reasonable hours for the purpose of inspecting, at Purchaser's expense, the construction of the Commercial Unit. Any such entry shall be subject to the job site safety rules of Seller's general contractor and subject to the general contractor's approval. Seller agrees to cooperate reasonably with Purchaser in its inspections, although with no out-of-pocket cost to Seller. Purchaser agrees to indemnify, defend and to hold Seller, Seller's agents, employees, members and partners, and the Property, harmless from any losses, costs, damages, claims, or liabilities, including but not limited to damage to property or person, mechanics' liens and attorneys' fees,

arising out of any negligent action or willful misconduct by Purchaser or its contractors or agents in connection with Purchaser's entry upon the Property. Purchaser shall promptly repair any damage to the Property caused by Purchaser's entry onto the Property and shall restore the Property and Improvements to its condition prior to entry. Purchaser's obligations under this subsection shall survive the termination or closing of this Unit Agreement.

3.6 Purchaser's Investigation of the Property

Prior to executing this Unit Agreement, Purchaser has reviewed and approved the Plans and Specifications. Any reports, surveys, plans, specifications, and other documentation concerning the Property delivered to Purchaser by Seller have been provided as a courtesy only. Except for documents prepared by Seller, Seller does not warrant that any information contained in such documentation is correct. Seller shall not be held liable for any inaccurate information therein. Purchaser acknowledges that, except as otherwise set forth in this Unit Agreement, Seller has not made any other representations or warranties of any kind upon which Purchaser is relying, and specifically disclaims any warranty, as to matters concerning the Property, including without limitation, the condition of the Property, except warranties contained (or by law included) in the deed; the condition of title to the Property; the existence of hazardous materials at the Property; the habitability, merchantability, fitness, suitability, value or adequacy of the Property for any particular purpose; current economic conditions, economic projections or market studies with respect to the Property; development rights; taxes; bonds; covenants, conditions and restrictions affecting the Property; drainage or soils conditions at the site; utility services; zoning, environmental and/or building laws or regulations affecting the Property; or compliance of the Property with any applicable codes, laws, ordinances and regulations, including without limitation the Americans With Disabilities Act. Purchaser agrees and acknowledges that, prior to executing this Unit Agreement and as of the Unit Closing, Purchaser shall have made such feasibility studies, investigations, title searches, environmental studies, engineering studies, inquires of governmental officials, and all other inquiries and investigations as Purchaser shall deem necessary to satisfy itself as to the condition and quality of the Property and, except as otherwise set forth in this Unit Agreement, Purchaser has solely relied upon such studies, investigations, searches and inquiries and not on any representations or warranties of Seller. To the extent that Seller has provided to Purchaser any information, prepared by any third party or parties that is untrue or which otherwise results in any damage(s) to Purchaser, Seller agrees to assign to Purchaser all rights and causes of action against such third party or parties, therefor, shall cooperate with Purchaser in enforcement of such rights and causes of action and nothing herein shall be deemed or construed to limit Purchaser's recourse or to release or waive any claim(s) against such persons. Notwithstanding the foregoing, such assignment shall not limit Seller's right to bring a cause of action against such third party or third parties and Seller expressly reserves

all rights respecting matters involving the Housing Unit.

After the Effective Date, if an updated notice, report or investigation identifies any new condition, arising during the construction of the Improvements that materially and adversely affects the marketability, condition or use of the Commercial Unit for its intended purpose (including its appurtenant interest in the limited common elements allocated to such unit and its undivided interest in the common elements of the Condominium) to which Purchaser objects; then Purchaser shall have ten (10) days from receipt of said update or notice to object to the impact of the new condition or matter on the Commercial Unit, and give Seller an opportunity to cure such objectionable item. In the event Seller cannot cure, or elects to not cure the matter, Purchaser may at its sole discretion, (i) terminate this Agreement based on such new information, or (ii) require Seller provide written indemnification with respect to the specific conditions.

3.7 Purchaser's Construction of Commercial Unit Build Out

3.7.1 Purchaser has retained [] (the "TI Architect") for design of the Build Out. Any plans and specifications prepared by the Purchaser's architect shall be referred to herein as the "Build Out Plans". Purchaser agrees to, and does hereby, assume full and complete responsibility to ensure that Purchaser's Build Out and the Build Out Plans are adequate to fully meet the permitting requirements of the City of Seattle and any other jurisdiction with regulatory authority over the Property, as well as the needs and requirements of Purchaser's intended operations of its business within the Commercial Unit.

3.7.2 Purchaser shall apply for all governmental approvals and building permits related to the Build Out Plans. Subject to satisfaction of all conditions precedent and subsequent to its obligations under this Subsection 3.7.2, Purchaser shall thereafter enter into a written agreement ("TI Construction Contract") with a licensed contractor ("TI Contractor") to construct and install the Build Out. Purchaser shall invite Seller to participate in the contractor selection, including review of proposals and interview participation. Purchaser shall retain final decision-making authority on selection of the TI Contractor. The TI Construction Contract shall require TI Contractor to name Seller as additional insured on insurance policies required under the TI Construction Contract. Purchaser shall deliver or cause to be delivered to Seller evidence of such insurance policies required under the TI Construction Contract prior to commencement of construction of the Build Out.

3.7.3 Purchaser agrees not to proceed to begin construction on the Build Out until Purchaser notifies Seller in writing of the date Purchaser desires to commence construction and Seller has approved such date in writing, which commencement shall not be prior to the issuance of a certificate of occupancy for the Improvements. Purchaser covenants to complete the Build-Out within twenty-four months.

IV. SELLER'S OBLIGATIONS

At all times from the date of this Unit Agreement to the Unit Closing, Seller shall:

- 4.1 Make all principal and interest payments due under, and comply with each and every covenant and obligation imposed upon the owner of the Property and Improvements by promissory notes, mortgages, deeds of trust or regulatory agreement secured by an interest in the Property, Improvements or any part thereof, and will take any and all action as may be necessary to avoid any default under such agreements;
- 4.2 Not negotiate, discuss, or enter into or cause to be entered into, any written or oral option, sale agreement, lease, service contract or other contracts or agreements regarding or pertaining to the Commercial Unit or any portion thereof;
- 4.3 Maintain, use and operate the Property and Improvements in compliance with applicable laws, regulations and ordinances with respect to the ownership, use and occupancy of the Project;
- 4.4 Diligently proceed with the construction of the Improvements in substantial conformance with the Plans and Specifications and comply with all land use approvals and construction permits for the Property and Improvements;
- 4.5 Pay for any materials, supplies or work provided or ordered related to construction of the Commercial Unit prior to the Unit Closing, or that might otherwise be the basis for the filing of a labor, materialman's or mechanic's lien or other claim against the Commercial Unit. Notwithstanding the foregoing, Purchaser acknowledges and agrees that construction with respect to the Housing Unit may be ongoing at the time of the Unit Closing and any exceptions to the Unit Title Policy related to mechanics liens attributable to the ongoing construction of the Housing Unit shall be automatically deemed Unit Permitted Exceptions pursuant to Section 3.3.4; and
- 4.6 At the Unit Closing, Seller shall deliver to Purchaser an assignment of warranties provided and under the Seller's construction contract and any other contracts related to the construction of the Commercial Unit, and a list of the inspections and tests that the Seller performed or had performed prior to, during, or upon completion of construction of the Commercial Unit. Upon request by Purchaser, Seller shall deliver, as a convenience to Purchaser and without warranty of any kind, testing results and reports of testing.

V. PURCHASER CONTINGENCIES

In addition to other terms and conditions in the Unit Agreement, Purchaser's obligations hereunder are further conditioned upon the following:

- 5.1 Completion of the Commercial Unit in Shell Condition in conformance with

the Plans and Specifications, as the same may be amended with the written approval of Purchaser;

5.2 Seller and its general contractor's compliance with all requirements of land use and construction permits issued for the Project;

5.3 Purchaser's approval of the (a) Survey Map and (b) any changes to the Condominium Documents pursuant to Section 3.2; and

5.4 Seller's recording of the Declaration and Survey Map.

VI. REPRESENTATIONS AND WARRANTIES

6.1 Seller's Representations and Warranties.

For the purposes of inducing Purchaser to consummate the transactions contemplated hereby, Seller represents and warrants to Purchaser, that except as set forth on the disclosure schedule attached hereto as **Exhibit F** as of the date hereof and, as of the Unit Closing Date, in addition to the warranties in the deed delivered to Purchaser, as follows:

6.1.1 Seller has full power, authority and legal right to execute, deliver and perform this Unit Agreement, and all other documents and certificates contemplated hereby; Seller has duly authorized the execution, delivery and performance thereof; and has authorized the person executing this Unit Agreement to do so;

6.1.2 In connection with the consummation of the transactions contemplated by this Unit Agreement, Seller has not entered into and does not expect to enter into any understanding or agreement that relates to the use, sale, or other disposition of the Commercial Unit other than those specifically contemplated in this Unit Agreement;

6.1.3 This Unit Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms;

6.1.4 The execution of this Unit Agreement and the closing of the conveyance hereunder will not violate any other agreement of Seller. Seller has not entered into any other contracts for the sale of the Commercial Unit to any other parties, nor do there exist any prior rights of first refusal or options to purchase the Commercial Unit;

6.1.5 Seller has performed each of its obligations set forth in this Unit Agreement;

6.1.6 Seller has not received any written notice of any attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending or threatened against Seller, and none is contemplated by Seller. Seller has not made a general assignment for the benefit of creditors, (b) filed any voluntary petition or suffered the filing of an involuntary petition by Seller's creditors, (c) suffered the appointment of a receiver to take all, or substantially all, of Seller's assets, (d) suffered the attachment or other

judicial seizure of all, or substantially all, of Seller's assets, or (e) admitted in writing its inability to pay its debts as they fall due, and no such action is threatened or contemplated. If any of such actions have been taken or brought against Seller, then prior to the date hereof the same have been fully disclosed and Seller discharged therefrom so that there are no prohibitions or conditions upon Seller's sale of the Commercial Unit;

6.1.7 Seller has not received any written notice of the existence of any current violation of any applicable covenant, condition or restriction or any applicable statute, ordinance, regulation, order, permit, rule or law, including, without limitation, any building, zoning or environmental restriction or requirement concerning filling, use, construction, maintenance, repair, replacement, operation or occupancy of the Property or Improvements.

6.1.8 Seller has received no written notice of any claims, actions, suits or governmental investigations or proceedings existing or threatened against or involving the Property or Improvements (including, without limitation any condemnation or eminent domain proceeding or matter related to the formation of or assessment by a local improvement district); and

6.2 Purchaser's Representations and Warranties.

For the purposes of inducing Seller to consummate the transactions contemplated hereby, Purchaser represents and warrants to Seller, as of the date hereof and, except as otherwise set forth herein, as of the Unit Closing Date:

6.2.1 Purchaser has full power, authority and legal right to execute, deliver and perform this Unit Agreement, and all other documents and certificates contemplated hereby; Purchaser has duly authorized the execution, delivery and performance thereof; and has authorized the person executing this Unit Agreement to do so;

6.2.2 This Unit Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms; and

6.2.3 There are no actions, suits, proceedings, orders or investigations pending or, to the best of Purchaser's knowledge, threatened against or affecting Purchaser which might adversely affect Purchaser's performance under this Unit Agreement or the consummation of the transactions contemplated hereby.

6.3 Survival of Representations and Warranties; Assignment of Warranties; Limitation of Warranties.

6.3.1 The representations and warranties in this Unit Agreement shall survive the Unit Closing and shall be fully effective thereafter. If Seller breaches any representation, warranty or other covenant, Purchaser shall have the rights and may exercise, at its option, any of the remedies provided under Section 10.2.2 of this Unit Agreement. If Purchaser breaches any representation,

warranty, or covenant, Seller shall have the rights and may exercise, at its option, any of the remedies provided under Section 10.1.1 of this Unit Agreement.

6.3.2 Upon Unit Closing, Seller will assign to Purchaser, to the extent assignable, any warranties obtained from the general contractor and Project Architect, to the extent they apply to the Commercial Unit or such unit's appurtenant interest in the common elements of the Condominium, including, but not limited to those warranties required by Section 3.1.3 of this Unit Agreement, and all warranties provided by the manufacturer or installer of mechanical, heating, electrical and other equipment and materials incorporated into, or which solely serve, the Commercial Unit. Seller makes no other warranties, express or implied, as to the real property underlying the Condominium, the Property or the construction of the improvements thereon, except as set forth elsewhere in this Unit Agreement. Seller makes no express warranties of quality, suitability, fitness or merchantability relating to the Property, the Commercial Unit Improvements Shell Condition or the construction of the Condominium. Seller excludes and disclaims any warranty of fitness or merchantability, and any warranty which might otherwise be implied by RCW 64.90.665 and 64.90.670 of the Washington Uniform Common Interest Ownership Act or other law.

VII. CLOSING

7.1 Closing.

“Unit Closing” means the delivery and recording of Unit Deed (defined below) from Seller to Purchaser. Unless otherwise agreed to in writing by Seller and Purchaser, the date of the Unit Closing (“Unit Closing Date”) will be thirty (30) days after the Project Architect and TI Architect certify that the Commercial Unit is substantially complete in Shell Condition (subject only to a minor punch list acceptable to Purchaser) (“Substantial Completion”). Seller and Purchaser acknowledge and agree that the Unit Closing may occur prior to completion of certain portions of the Improvements which are designed to serve the Commercial Unit. Each party hereto agrees to execute and deliver to the Title Company such closing escrow instructions as may be necessary to implement and coordinate the Unit Closing as set forth in this Unit Agreement.

7.2 Seller's Closing Obligations.

At the Unit Closing, Seller shall:

7.2.1. Deliver to Escrow Holder an executed and acknowledged (i) a bargain and sale deed to the Commercial Unit subject only to the Unit Permitted Exceptions (the “Unit Deed”); and (ii) such other agreements, documents and instruments as may be necessary to transfer, convey and assign the Commercial Unit to Purchaser;

7.2.2. Cause the Title Company to deliver the Unit Title Policy to Purchaser at Unit Closing or as soon thereafter as practicable;

7.2.3. Deliver to Escrow Holder, pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, a non-foreign affidavit, stating that Seller is not a foreign person and providing Seller's United States taxpayer identification number;

7.2.4 Deliver to Escrow Holder an executed assignment of the contractor's and Project Architect warranties required under Section 6.3.2, in a form reasonably satisfactory to Purchaser.

7.2.5. Deliver to Purchaser such other instruments or documents as may be required pursuant to the provisions hereof or as mutually agreed by counsel for Purchaser and Seller to be necessary to fully consummate the transaction contemplated hereby.

7.3 Purchaser's Closing Obligations.

At the Unit Closing, Purchaser shall:

7.3.1. Deliver to Seller such other instruments or documents as may be required pursuant to the terms hereof or mutually agreed by counsel for Purchaser and Seller to be necessary to fully consummate the transaction contemplated hereby.

7.4 Allocation of Closing Expenses.

The cost of closing the conveyance of the Commercial Unit shall be allocated between Purchaser and Seller as follows:

7.4.1 Seller shall pay:

(i) the real estate excise tax, if any, and any other taxes and charges with respect to the conveyance of the Commercial Unit from Seller to Purchaser;

(ii) one-half of the escrow fees of the Title Company;

(iii) the premium for a standard coverage title policy required by Section 3.5;

and

(iv) the cost of recording the Unit Deed.

7.4.2 Purchaser shall pay:

(i) one-half of the escrow fees of the Title Company;

(ii) the premium for any extended coverage title policy required by Section 3.3.5 and the cost of any endorsements requested by Purchaser; and

(iii) the cost of recording any documents that Purchaser may choose to record.

7.4.3 All other expenses incurred by Purchaser or Seller with respect to the Unit Closing, including but not limited to attorneys' fees, shall be borne and paid exclusively by the party incurring the same unless the parties hereto expressly agree in writing to the allocation of part or all of such expenses to one of the parties.

7.5 Prorations.

The following items shall be adjusted or prorated between Purchaser and Seller at the Unit Closing, as of the Unit Closing Date:

7.5.1. Ad valorem, property, leasehold excise tax and/or similar taxes (excluding assessments) for the then current tax year relating to the Commercial Unit shall be prorated; and

7.5.2. All unpaid assessments, if any, existing as of the Unit Closing Date, whether due and payable before or after such date, shall be paid by Seller in cash at the Unit Closing to the assessing entity.

7.6 Closing Statements.

The prorations shall be made on the basis of a written closing statement submitted by the Escrow Holder to Purchaser and Seller prior to the Unit Closing Date and approved by Purchaser and Seller, which approval shall not unreasonably be withheld. In the event any prorations or apportionments made hereunder shall prove to be incorrect for any reason, then either party shall be entitled to an adjustment to correct the same. Any item which cannot be prorated because of the unavailability of information shall be tentatively prorated on the basis of the best data then available and re-prorated between Purchaser and Seller when the information is available. Notwithstanding the foregoing, any adjustments or re-prorations shall be made, if at all, within ninety (90) days after the Unit Closing Date.

7.7 Right to Possession.

At the Unit Closing and as a condition thereto, subject to the terms of this Unit Agreement, Purchaser shall have full and unrestricted right to possession of the Commercial Unit.

7.8 Risk of Loss.

Risk of loss or damage to the Commercial Unit by condemnation, eminent domain, or similar proceedings (or deed in lieu thereof), or by fire or any other casualty, from the date hereof

through the time of the recording of the Unit Deed will be on Seller and thereafter will be on Purchaser. In the event of loss or damage to the Commercial Unit by condemnation, eminent domain, or similar proceedings, or by fire or any other casualty from the date of this Unit Agreement but prior to the Unit Closing, Seller shall immediately notify Purchaser in writing of such loss and provide details regarding Seller's intention to proceed with reconstruction of the Improvements, including the Commercial Unit, and of adjustment to schedule, if any; or (2) notify the Purchaser that Seller will not complete the Improvements. Within twenty (20) days of receiving such notice from Seller, Purchaser shall provide written notice to Seller of Purchaser's decision, in its sole discretion, (i) to proceed with purchase of the Commercial Unit, on the basis of the updated schedule or, (ii) to terminate this Unit Agreement, in which case the rights and obligations of the parties shall terminate. Subject to the rights of Seller's lenders and equity investor in any proceeds of condemnation or insurance proceeds, in the event the Unit Agreement is terminated, Purchaser shall be entitled to the share of the proceeds attributable to the Commercial Unit and the Commercial Unit Price paid by Purchaser. In the event Purchaser fails to provide such notice to Seller, this Unit Agreement shall be deemed null and void, and all further rights and obligation of the parties hereunder shall terminate.

VIII. RESERVED

IX. TERMINATION AND REMEDIES

9.1 Purchaser's Default.

9.1.1 Purchaser shall be deemed to be in default hereunder in the event Purchaser fails, for a reason other than Seller's default hereunder, to meet, comply with, or perform any covenant, agreement or obligation on its part required within the time limits and in the manner required in this Unit Agreement, or there shall have occurred a breach of any representation or warranty made by Purchaser.

9.1.2 If Purchaser fails, without legal excuse, to complete the acquisition of the Commercial Unit in accordance with the terms of this Unit Agreement or otherwise defaults hereunder for any reason, Seller may elect to pursue any remedy available at law or in equity, including but not limited to one or more of the following remedies: (a) terminate this Unit Agreement, (b) sue for actual damages; and (c) sue to specifically enforce this Unit Agreement and recover any incidental damages.

9.2 Seller's Default.

9.2.1 Seller shall be in default hereunder in the event Seller fails, for a reason other than Purchaser's default hereunder, to meet, comply with, or perform any covenant, agreement or obligation on its part required within the time limits and in the manner required in this Unit Agreement, or there shall have occurred a breach of any representation or warranty made by Seller.

9.2.2 If Seller fails, without legal excuse, to complete the conveyance of the Commercial Unit in accordance with the terms of this Unit Agreement, or otherwise defaults hereunder for any reason, Purchaser may elect to pursue any remedy available at law or in equity, including but not limited to one or more of the following remedies: (a) terminate this Unit Agreement, (b) sue for actual damages; and (c) sue to specifically enforce this Unit Agreement and recover any incidental damages.

Notwithstanding anything to the contrary herein, the investor member of the Seller shall have the right, but not the obligation, to cure any default by the Seller hereunder and Purchaser shall accept any such cure as if tendered directly by Seller.

9.3 Attorney's Fees.

Should either party bring an action to enforce or interpret any of the provisions of this Unit Agreement, sue for specific performance, rescission or to recover damages for the breach hereof, the prevailing party will be entitled to receive, in addition to any other relief granted, all reasonable attorneys' fees and costs expended in connection therewith.

X. MISCELLANEOUS

10.1 Entire Agreement; Modification.

This Unit Agreement, and the Land Sale Agreement, sets forth the entire understanding between the parties with respect to the transactions contemplated herein and supersedes all prior or contemporaneous agreements, oral or written. Neither this Unit Agreement nor any provision hereof may be waived or amended except by an instrument in writing signed by both parties.

10.2 Time of Essence.

Time is of the essence of this Unit Agreement.

10.3 Survival of Terms.

The terms and provisions hereof shall survive the Unit Closing and shall remain in full force and effect thereafter.

10.4 Notices.

All notices to either party must be in writing and either (i) delivered in person, (ii) by

United States certified mail, postage prepaid, (iii) by courier service, postage prepaid, or (iv) by facsimile transmission or electronic mail (email) with confirmed receipt or other evidence of transmission and sent to the address (or facsimile number) of such party as set forth below, or such other address (or facsimile number) as either party may from time to time designate by written notice to the other.

If to Seller:

[_____]

With Copy to:

Andrea Sato
Kantor Taylor PC
1200 Fifth Ave., #1910
Seattle, WA 98101
(206) 812-2505 (telephone)
(206) 206-625-9951 (facsimile)
asato@kantortaylor.com

and a copy Seller's Limited Partner:

[_____]

If to Purchaser:

[_____]

With Copy to:

[_____]

All notices shall be deemed given on the date such notice is delivered (or if refused, the date of such refusal) or transmitted by telephone facsimile or email, or on the third business day following the date such notice is mailed in accordance with this paragraph 9.4, whichever is applicable.

10.5 Interpretation.

Words of any gender used in this Unit Agreement shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

10.6 Captions.

The captions used in this Unit Agreement are for convenience only and shall not be deemed

to construe or to limit the meaning of the language of this Unit Agreement.

10.7 Binding Effect.

This Unit Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

10.8 Severability.

If one or more of the provisions of this Unit Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or any other application thereof shall in no way be affected or impaired.

10.9 Effective Date.

All references in this Unit Agreement to the “Effective Date,” the “date hereof,” “the date the Unit Agreement was executed,” or other phrases of similar import shall be deemed to refer to the date upon which the last of the parties hereto has executed this Unit Agreement.

10.10 Applicable Law.

This Unit Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue of any action hereunder shall be in King County, Washington.

10.11 Counterparts.

This Unit Agreement and the documents to be delivered hereunder may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.



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10.12 Exhibits.

The following exhibits are incorporated into and made a part of this Unit Agreement:

Exhibit A	Legal Description of Property
Exhibit B	Commercial Unit Minimum Design Elements
Exhibit C	Architect's Schematic of Commercial Unit
Exhibit D	Form of Declaration
Exhibit E	Form of Association Documents
Exhibit F	Seller Disclosure
Exhibit G	Budget
Exhibit H	Title Commitment

[Signatures on following page]



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Affirmative Marketing Plan

Affordable Housing – North Seattle College (NSC)

Bellwether / Chief Seattle Club is committed to collaborating with North Seattle College and the Seattle Office of Housing to affirmatively further fair housing to address past discriminatory policies and practices. Affirmatively furthering fair housing includes increasing affordable housing options, ending segregation and discrimination, and addressing displacement. NSC seeks to address all of these goals, and the building has been designed to specifically alleviate unintended disparate impacts. By not adequately funding family sized housing in Seattle, low-income families have struggled to find appropriate housing in the City. This has a disparate impact on persons of color, immigrant and refugee households who tend to reside as extended families often with three generations grandparents, parents and children. If our City is to be a welcoming place to all, we have to provide adequate housing for all types of households, including large families. Bellwether / Chief Seattle Club recognizes our role as a housing provider and developer in furthering equity throughout our City and providing equal opportunities for all to live in high quality affordable housing. As such we are committed to the following Affirmative Marketing Plan.

Targeted Outreach

The Aurora Licton Springs neighborhood is becoming more diverse - culturally, economically, and linguistically with an increase of over 15% from 1990 to 2012. Displacement in the neighborhood is raked at the same high level as the Rainier Valley.

The proposed project's housing will be specifically designed to serve King County's American Indians/Alaska Natives (AI/AN) population. In King County, AI/ANs have the most disproportionate rates of homelessness - 15% of the homeless community are AI/AN, even though we comprise less than 1% of the overall population. AI/ANs are also disproportionately represented among households experiencing housing insecurity, with 50% reporting spending more than 30% of their income on housing. This project will be the FIRST affordable housing project in the region targeting AI/AN families.

AI/AN's face low levels of higher education attainment and undergraduate enrollment of Native students has declined in recent years. Nineteen percent of 18–24-year-old AI/AN students are enrolled in college, compared to 41% of the overall U.S. population. AI/AN students are more likely to attend 2-year institutions, with 90% of all AI/AN students enrolled in a tribal college/university.

This project will create a model for integrating the State's multiple priorities of creating high-quality affordable housing that serves a broad range of needs, connecting residents to opportunity through access to mass transit, and building an innovative community college system that uses its resources and partnerships to serve a diverse range of student, faculty, and community needs, equitably and in a way that honors our State's Indigenous heritage.



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Co-location of housing on the college campus creates an opportunity to seek college staff and qualified students as another target population.

Since 2009 the student population at Seattle Public Schools has grown more diverse and now includes over 60% minority students from all over the world speaking over 32 languages including Spanish, Somali, Amharic/Tigrigna, Chinese, Vietnamese, Tagalog. The student population at Cascadia Elementry breaks down as follows; 54% White, 3% African American, 7% Hispanic, 18% Asian, 18% two or more races. 5% of the students are on the free lunch program. The student population at Robert Eagle Staff Middle School breaks down as follows; 57% White, 9% African American, 16% Hispanic, 7% Asian, 11% two or more races. 20% of the students are on the free lunch program.

Through Bellwether / Chief Seattle Club's community engagement efforts, we will identify other neighborhood populations which we will provide additional targeted outreach.

Leveraging partnerships with community-based organizations

The neighborhood has a small list of organized community groups that are currently active including Northgate Advisory Council for Seattle Parks, Revisioning Northgate, D5 Community Network, and Thornton Creek Alliance. We have mailed outreach to neighborhood blogs and sent Informational mailers to those with addresses and received limited response Bellwether / Chief Seattle Club has and will continue to work extensively with the Licton Springs Community Council and will continue outreach to other community-based organizations that serve the neighborhood. We did receive responses to our online survey which highlight the overall need for affordable family housing, neighborhood amenities, safety, and open space.

We hope to engage with community groups to raise awareness of our project and the opportunities for employment and housing it will provide. The community outreach efforts will focus on our affirmative marketing and employment opportunities through the responding organizations. Our proposed lease-up procedures, advertising and marketing plan for this building will be developed from their feedback.

Advertising and marketing

We will take a multipronged approach to advertising both in and around local establishments and through community-based organizations and their networks.

- We create informational flyers for our lease-up events that we can post at local gathering spaces, such as coffee shops, restaurants, and local stores. These flyers will also be shared with our partner community-based organizations to be posted at their locations and on their websites and Facebook pages. *(See sample attached)*
- We frequently place advertisements in targeted publications, such as the African American Papers, The Seattle Medium, the Asian American papers, the Northwest Asian



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Weekly, Seattle Chinese Post, and the International Examiner, which serve the African American and Asian American communities.

- We utilize various internet advertising sources such as Zillow, Facebook Marketplace, and various internet listing services.
- We target outreach to local employers, neighborhood associations to inform of new affordable housing opening in the area.
- Buildings are listed on local housing authority unit availability websites and aptfinder.org.

In continuation of our ongoing relationship with North Seattle College, communications will be sent through school administration to employees of the college regarding affordable housing at NSC.

Bellwether / Chief Seattle Club intend to take out advertisements in targeted tribal publications and have informational fliers at Native American events which serve the American Indian / Alaska Native communities.

Informational fliers will also be shared with our partner community-based organizations to be posted at their locations and on their website's and Facebook pages. All materials to be translated into Amharic, Simplified Chinese, Somali, Spanish, Vietnamese. Others may be appropriate for NSC location.

At all community meetings and engagement opportunities, Bellwether / Chief Seattle Club will have staff present who can answer and assist with any leasing questions. We will also always provide a list of current vacancies to assist anyone in need of immediate housing. Finally, we will bring a list of all current jobs available at Bellwether / Chief Seattle Club and information to assist anyone who is interested in applying.

All Communications include links to the Bellwether / Chief Seattle Club project website with unit plans, qualification incomes, date applications will be accepted, and trial application. The website reflects up to the minute availability at each property. Prospects can view unit availability across the portfolio by filtering results based on neighborhood and unit size desired.

Other strategies: Bellwether / Chief Seattle Club believes that to the extent the NSC development creates new job opportunities, it is valuable to Bellwether / Chief Seattle Club and the community to advertise locally for those positions in order to hire from the local community for any new positions created at NSC. We will also lean heavily on our General Contractor to hire and purchase supplies, products and other goods from businesses within the north Seattle community as much as possible.

Lease up procedures

We will begin pre-leasing activities four months prior to anticipated Certificate of Occupancy. Advertising and marketing efforts include all activities listed above, as well as the following additional activities:



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- a. Placement of banners and A-Boards on / near property
- b. Creating building page on Bellwether website targeted to marketing new units under construction. This includes 3D modeling of unit floor plans to inform what the units will look like once completed.

Chief Seattle Club, as a project sponsor partner, is well positioned to provide insight to our leasing and outreach efforts to the Urban American Indian / Alaska Native population. We will have a direct referral agreement with them and anticipate that they will assist in leasing and advertising all units through their community connections.

We also plan to engage North Seattle College who can assist with our target marketing efforts to staff and qualified students. The development team will work with NSC Staff to identify possible tenants prior to leasing and notify when applications are available. The college can host an open house for Bellwether / Chief Seattle Club to describe project, what it takes to qualify, and do a Q&A.

Bellwether / Chief Seattle Club plans to host local lease-up events at community spaces in the neighborhood at least once a week to accept applications for prospective residents. These events are advertised on our website, social media pages, and throughout outreach to our community and neighborhood partners. Advertisements are placed in the local newspapers and translated as appropriate.

These events can be located at various locations such as religious facilities, community centers, and other places where the community regularly gathers. The intention is to host the lease-up events where the community already meets. We believe community partners will play a big role in helping to identify and provide space for these leasing events. We will also host events during various times, including non-business hours and on weekends to ensure that individuals who work full time jobs are able to access the lease-up events without being required to miss work or take time off. Applications may also be accepted at the site management office between leasing events.

Bellwether / Chief Seattle Club leasing and compliance staff available throughout these events to assist applicants with the required documentation for their housing applications. In addition to our leasing and compliance staff, we will have our Resident Services Coordinators available throughout these events to assist applicants with completing the required documentation for their housing applications. Finally, we will have interpreter services available, either in-person or by phone for all leasing events.

All Bellwether managers and building staff are trained in the implementation of Bellwether's Reasonable Accommodation Policy. Additionally, staff who work directly with residents, both in the administrative office and in the buildings, are required to attend Fair Housing Training.

Our commitment is not to just provide affordable housing, but to truly be a part of the community in which our buildings are located. This includes partnering with other community groups to advertise, lease hire, and spend our development dollars within the community. We believe the community should benefit from this development and we are taking the necessary step to ensure this happens.



CHIEF SEATTLE CLUB



Arbora Court Apartments

4750 15th Ave NE, Seattle WA 98105 206.623.0506

Apartment 211

\$1,125
Per month

0
Beds

1
Baths

900
Sq. Ft.



About the unit and property

Opened in 2018, this new 7-story building offers inviting apartments for individuals and families near the UW, schools, the Ave, public transit, the library, and other community amenities. Modern, spacious homes include large windows, some with views of the city and Mt. Rainier, quartz countertops, wood trim, and lots of storage.

About the neighborhood

The neighborhood offers many amenities, including the University Public Library, Public Parks, the University Farmer's Market, multiple grocery stores, restaurants and shops all just a short walk away from Arbora Court. The building is also close to multiple community and recreation centers including the University Family YMCA, University Heights Center, and Ravenna Community Center. Nearby public schools include Laurelhurst Elementary, Bryant Elementary, Eckstein Middle School, and Roosevelt High School.

Eligibility and how to apply

To apply, you must be 18 or over with an annual income that is not more than 60% of the area's Annual Median Income (AMI), or \$250,000 as of January 2021. Additional rules for application must be met. Contact us for details.

Pets

Up to 2 pets per unit. Pet deposit required but no pet-rent charged.

Furnishings

No

Amenities

- Ongoing Social Events Include Potlucks
- Holiday Parties
- Computer Lab in the 4th Floor Community Room
- Fitness Center
- Underground Reserved Parking
- Courtyard and Garden Area
- Laundry Facilities
- Elevator Access
- Intercom-Controlled Access
- All Units are Handicapped Accessible.
- Living Room with Cable TV Provided
- Dishwasher



Sample of Informational Flyer

www.bellwetherhousing.org

MEMORANDUM

TO: Board of Trustees

FROM: Julienne DeGeyter

DATE: March 9, 2023

SUBJECT: TENDER OF GIFTS TO SEATTLE COLLEGES - Action

Background

Periodically gifts are contributed to Seattle Colleges to assist the District in achieving its educational goals and objectives. There are two major categories: (1) Cash Gifts and (2) In-Kind Gifts, such as equipment, supplies and materials.

On February 9, 2023 the Board of Trustees received this report, however it contained an error and has been amended to reflect the correct information. We respectfully request a motion to remove the previous action and to approve the new report presented today.

In the attached pages are summaries of the gifts received for Program Support, Scholarship Fund and Equity Can't Wait Impact Fund.

Recommendation

In accordance with established Board Policy No. 152, it is recommended that the Board of Trustees accept the gifts tendered to the Seattle Colleges as shown on the attached schedules.

Submitted by:



Julienne DeGeyter
Interim Vice Chancellor for Finance & Operations

Transmitted to the Board with a favorable recommendation



Dr. Rosie Rimando-Chareunsap
Interim Chancellor

**TENDER OF GIFTS TO SEATTLE COLLEGE DISTRICT
JULY 1, 2021 THROUGH DECEMBER 31, 2022
CASH**

Donor	Gift Date	Gift Amount	Gift Designation	NORTH	CENTRAL	SOUTH	SIEGAL	DISTRICTWIDE
Seattle Colleges Foundation	12/14/2021	\$1,000,000.00	BS in Computer Science	\$1,000,000.00				
Seattle Colleges Foundation	7/21/2021	\$314,316.07	BIPOC Student Advisors					\$314,316.07
Seattle Colleges Foundation	4/8/2022	\$325,549.80	BIPOC Student Advisors					\$325,549.80
Seattle Colleges Foundation	7/23/2021	\$630,000.00	Rolex Watch USA Grant 2021-2023	\$630,000.00				
Seattle Colleges Foundation	11/29/2021	\$455,673.00	Springboard8 Districtwide					\$455,673.00
Seattle Colleges Foundation	8/27/2021	\$500,000.00	Project Baldwin					\$500,000.00
Seattle Colleges Foundation	1/28/2022	\$500,000.00	Project Baldwin					\$500,000.00
Seattle Colleges Foundation	10/26/2021	\$785,000.00	Craig F. Eaton Endowed Scholarship Fund					\$785,000.00
Seattle Colleges Foundation	12/16/2021	\$250,000.00	Equity Can't Wait Impact Fund					\$250,000.00
Seattle Colleges Foundation	12/15/2021	\$300,000.00	Schultz Family Foundation Pre-Apprenticeship Program Grant			\$300,000.00		
Seattle Colleges Foundation	9/30/2022	\$1,500,000.00	BS in Computer Science	\$1,500,000.00				
Seattle Colleges Foundation	12/27/2022	\$375,000.00	Bainum Foundation ECE BAS Program Support Grant	\$375,000.00				
Seattle Colleges Foundation	12/16/2022	\$1,000,000.00	Matching Gift (Multiple Designations)					\$1,000,000.00
Seattle Colleges Foundation	12/8/2022	\$700,000.00	Temporary CU Designation (Districtwide)					\$700,000.00
Seattle Colleges Foundation	9/9/2022	\$300,000.00	Apparel Design & Development Program		\$300,000.00			
CAMPUS TOTALS				\$3,505,000.00	\$300,000.00	\$300,000.00	\$0.00	\$4,830,538.87

TOTAL CASH TO SEATTLE COLLEGES

\$8,935,538.87

MEMORANDUM

TO: Board of Trustees
FROM: Julienne DeGeyter
DATE: March 9, 2023
SUBJECT: Budget Status Report - Information only

Background

Seattle Colleges budgets and accounts for its funds in accordance with policies and procedures of the State of Washington Office of Financial Management (OFM) and the State Board for Community and Technical Colleges (SBCTC).

The attached Financial Summary provides summary data for all of the campuses and the District Office as of January 31, 2023.

Recommendation

It is recommended that this item be received as information only.

Submitted by:



Julienne DeGeyter
Interim Vice Chancellor of Finance & Operations

Transmitted to the Board with a favorable recommendation.



Dr. Rosie Rimando-Chareunsap
Interim Chancellor, Seattle Colleges

Seattle Colleges Budget Status Report
FY 22-23 - Central

Reporting Period: 07/01/2022 through 01/31/2023, 58% of FY

	Budget	Actuals	Difference from Budget	% Revenue Collected & Budget Spent
Summary				
Revenue	57,817,799	25,153,650	(32,664,149)	44%
Expenditures	61,197,895	24,063,083	37,134,812	39%
Net Gain (Loss)	(3,380,096)	1,090,567	4,470,663	

	Budget	Actuals	Difference from Budget	% Revenue Collected
Operating Revenue				
State Allocation	38,904,923	12,534,744	(26,370,179)	32%
Tuition	11,389,268	7,822,476	(3,566,792)	69%
International	3,947,466	3,990,957	43,491	101%
Running Start	3,576,142	805,473	(2,770,669)	23%
Total Revenue	57,817,799	25,153,650	(32,664,149)	44%

At 58% of Fiscal Year

Green: Revenue ahead of projection

Yellow: Revenue

	Budget	Actuals	Difference from Budget	% Budget Spent
Operating Expense by Category				
Wages & Benefits	46,332,347	19,952,393	26,379,954	43%
Grants & Scholarships	625,071	138,602	486,469	22%
F&A Offset (indirect)	-	(158,466)	158,466	0%
Goods & Services	907,539	440,301	467,238	49%
Capital Expenses	597,000	34,240	562,760	6%
Contracted Services	825,005	186,099	638,906	23%
Utilities	1,483,435	774,933	708,502	52%
Travel	25,500	29,270	(3,770)	115%
District Transfers	9,709,788	2,199,291	7,510,497	23%
International Transfer			-	0%
Running Start Transfer			-	0%
Other Expense	692,210	466,420	225,790	67%
Total Expenses	61,197,895	24,063,083	37,134,812	39%
Net Operating Gain (Loss)	(3,380,096)	1,090,567	4,470,663	

At 58% of Fiscal Year

Green: Budget is on track or below expected spending level

Yellow: Spending levels ahead of schedule

Red: Full allocation expended

	Budget	Actuals	Difference from Budget	% Budget Spent
Operating Expense by Program				
Instruction	28,512,543.36	11,880,931.86	16,631,612	42%
Instructional Support	6,177,544.70	2,542,395.56	3,635,149	41%
Library	1,306,871.07	496,523.95	810,347	38%
Student Services	7,187,954.00	2,889,525.63	4,298,428	40%
Institutional Support	11,109,299.90	2,996,641.36	8,112,659	27%
Facilities	6,903,682.00	3,257,065.99	3,646,616	47%
Total Expenses	61,197,895	24,063,084	37,134,811	39%
Net Operating Gain (Loss)	(3,380,096)	1,090,565	4,470,661	

Based on July 22-January 23

% Of Year

58%

Seattle Colleges Budget Status Report

FY 22-23 - North

Reporting Period: 07/01/2022 through 01/31/2023, 58% of FY

Summary	Budget	Actuals	Difference from Budget	% Revenue Collected & Budget Spent
Revenue	41,616,307	16,535,028	(25,081,279)	40%
Expenditures	40,894,445	16,185,582	24,708,863	40%
Net Gain (Loss)	721,862	349,446	(372,416)	

Operating Revenue	Budget	Actuals	Difference from Budget	% Revenue Collected
State Allocation	28,600,597	8,841,678	(19,758,919)	31%
Tuition	9,182,531	6,237,974	(2,944,557)	68%
International	1,295,648	881,165	(414,483)	68%
Running Start	2,537,531	574,211	(1,963,320)	23%
Total Revenue	41,616,307	16,535,028	(25,081,279)	40%

At 58% of Fiscal Year

Green: Revenue ahead of projection

Yellow: Revenue

Operating Expense by Category	Budget	Actuals	Difference from Budget	% Budget Spent
Wages & Benefits	28,732,148	13,263,178	15,468,970	46%
Grants & Scholarships	913,795	473,369	440,426	52%
F&A Offset (indirect)	-	(55,398)	55,398	0%
Goods & Services	1,709,769	170,706	1,539,063	10%
Capital Expenses	15,700	2,418	13,282	15%
Contracted Services	1,224,981	196,705	1,028,276	16%
Utilities	1,304,000	407,309	896,691	31%
Travel	107,426	23,196	84,230	22%
District Transfers	6,777,624	1,535,149	5,242,475	23%
International Transfer			-	0%
Running Start Transfer			-	0%
Other Expense	109,002	168,950	(59,948)	155%
Total Expenses	40,894,445	16,185,582	24,708,863	40%
Net Operating Gain (Loss)	721,862	349,446	(372,416)	

At 58% of Fiscal Year

Green: Budget is on track or below expected spending level

Yellow: Spending levels ahead of schedule

Red: Full allocation expended

Operating Expense by Program	Budget	Actuals	Difference from Budget	% Budget Spent
Instruction	17,245,111.00	7,481,383.15	9,763,728	43%
Instructional Support	5,451,302.00	2,281,081.15	3,170,221	42%
Library	1,085,384.00	455,922.96	629,461	42%
Student Services	4,549,473.00	1,519,378.86	3,030,094	33%
Institutional Support	8,008,577.00	2,485,325.63	5,523,251	31%
Facilities	4,554,598.00	1,962,489.00	2,592,109	43%
Total Expenses	40,894,445	16,185,581	24,708,864	40%
Net Operating Gain (Loss)	721,862	349,447	(372,415)	

Based on July 22-January 23

% Of Year

58%

Seattle Colleges Budget Status Report

FY 22-23 - South

Reporting Period: 07/01/2022 through 01/31/2023, 58% of FY

	Budget	Actuals	Difference from Budget	% Revenue Collected & Budget Spent
Summary				
Revenue	42,494,501	15,613,545	(26,880,956)	37%
Expenditures	42,200,162	15,007,505	27,192,657	36%
Net Gain (Loss)	294,339	606,041	311,702	

	Budget	Actuals	Difference from Budget	% Revenue Collected
Operating Revenue				
State Allocation	30,974,593	9,103,398	(21,871,195)	29%
Tuition	7,720,623	5,188,927	(2,531,696)	67%
International	1,299,280	628,006	(671,274)	48%
Running Start	2,500,005	693,214	(1,806,791)	28%
Total Revenue	42,494,501	15,613,545	(26,880,956)	37%

At 58% of Fiscal Year

Green: Revenue ahead of projection

Yellow: Revenue

	Budget	Actuals	Difference from Budget	% Budget Spent
Operating Expense by Category				
Wages & Benefits	24,555,563	11,681,324	12,874,239	48%
Grants & Scholarships	941,975		941,975	0%
F&A Offset (indirect)	-	(213,954)	213,954	0%
Goods & Services	1,774,230	456,196	1,318,034	26%
Capital Expenses	120,400	190	120,210	0%
Contracted Services	5,747,309	558,437	5,188,872	10%
Utilities	732,611	491,085	241,526	67%
Travel	55,000	14,396	40,604	26%
District Transfers	7,546,716	1,709,350	5,837,366	23%
International Transfer		-	-	0%
Running Start Transfer		-	-	0%
Other Expense	726,358	310,482	415,876	43%
Total Expenses	42,200,162	15,007,505	27,192,657	36%

At 58% of Fiscal Year

Green: Budget is on track or below expected spending level

Yellow: Spending levels ahead of schedule

Red: Full allocation expended

Net Operating Gain (Loss)	294,339	606,041	311,702
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	Budget	Actuals	Difference from Budget	% Budget Spent
Operating Expense by Program				
Instruction	17,322,870.00	6,519,487.37	10,803,383	38%
Instructional Support	3,174,188.00	1,102,046.34	2,072,142	35%
Library	586,421.00	256,932.01	329,489	44%
Student Services	5,437,799.00	1,851,489.99	3,586,309	34%
Institutional Support	10,227,986.00	2,828,349.71	7,399,636	28%
Facilities	5,450,898.00	2,449,199.13	3,001,699	45%
Total Expenses	42,200,162	15,007,505	27,192,657	36%

Net Operating Gain (Loss)	294,339	606,041	311,702
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Based on July 22-January 23

% Of Year

58%

Seattle Colleges Budget Status Report

FY 22-23 - District & District-wide

Reporting Period: 07/01/2022 through 01/31/2023, 58% of FY

Summary	Budget	Actuals	Difference from Budget	% Revenue Collected & Budget Spent
Revenue	728,739	417,081	(311,658)	57%
Expenditures	24,562,867	4,939,848	19,623,019	20%
Net Gain (Loss)	(23,834,128)	(4,522,767)	19,311,361	

Operating Revenue	Budget	Actuals	Difference from Budget	% Revenue Collected
State Allocation	738,513	276,374	(462,139)	37%
Tuition	-	-	-	0%
International	-	140,707	140,707	0%
Running Start	-	-	-	0%
Total Revenue	738,513	417,081	(321,432)	56%

Operating Expense by Category	Budget	Actuals	Difference from Budget	% Budget Spent
Wages & Benefits	19,129,685	8,437,239	10,692,446	44%
Grants & Scholarships	-	-	-	0%
F&A Offset (indirect)	(200,000)	(111,612)	(88,388)	56%
Goods & Services	2,063,837	664,110	1,399,727	32%
Capital Expenses	30,000	-	30,000	0%
Contracted Services	942,741	136,127	806,614	14%
Utilities	1,000	117	883	12%
Travel	79,390	18,413	60,977	23%
District Transfers	(24,034,128)	(5,443,790)	(18,590,338)	23%
International Transfer	-	-	-	0%
Running Start Transfer	-	-	-	0%
Other Expense	2,516,214	1,239,244	1,276,970	49%
Total Expenses	528,739	4,939,848	(4,411,109)	
Net Operating Gain (Loss)	209,774	(4,522,767)	(4,732,541)	

At 58% of Fiscal Year

Green: Budget is on track or below expected spending level

Yellow: Spending levels ahead of schedule

Red: Full allocation expended

Operating Expense by Program	Budget	Actuals	Difference from Budget	Remaining Budget %
Instruction	-	35,805	(35,805)	0%
Instructional Support	-	896,002	(896,002)	0%
Library	-	48,667	(48,667)	0%
Student Services	-	-	-	0%
Institutional Support	528,739	3,897,967	(3,369,228)	737%
Facilities	-	61,407	(61,407)	0%
Total Expenses	528,739	4,939,848	(4,411,109)	934%
Net Operating Gain (Loss)	209,774	(4,522,767)	(4,732,541)	

Based on July 22-January 23

% Of Year

58%

Seattle Colleges Budget Status Report

FY 22-23 - Summary

Reporting Period: 07/01/2022 through 01/31/2023, 58% of FY

Summary	Budget	Actuals	Difference from Budget	% Revenue Collected & Budget Spent
Revenue	142,667,120	57,719,304	(84,947,816)	40%
Expenditures	144,821,241	60,196,018	84,625,223	42%
Net Gain (Loss)	(2,154,121)	(2,476,713)	(322,592)	

Operating Revenue	Budget	Actuals	Difference from Budget	% Revenue Collected
State Allocation	99,218,626	30,756,194	(68,462,432)	31%
Tuition	28,292,422	19,249,378	(9,043,044)	68%
International	6,542,394	5,640,834	(901,560)	86%
Running Start	8,613,678	2,072,898	(6,540,780)	24%
Total Revenue	142,667,120	57,719,304	(84,947,816)	40%

At 58% of Fiscal Year

Green: Revenue ahead of projection

Yellow: Revenue

Operating Expense by Category	Budget	Actuals	Difference from Budget	% Budget Spent
Wages & Benefits	118,749,743	53,334,134	65,415,609	45%
Grants & Scholarships	2,480,841	611,971	1,868,870	25%
F&A Offset (indirect)	(200,000)	(539,430)	339,430	270%
Goods & Services	6,455,375	1,731,313	4,724,062	27%
Capital Expenses	763,100	36,848	726,252	5%
Contracted Services	8,740,036	1,077,368	7,662,668	12%
Utilities	3,521,046	1,673,444	1,847,602	48%
Travel	267,316	85,275	182,041	32%
District Transfers	-	-	-	0%
International Transfer	-	-	-	0%
Running Start Transfer	-	-	-	0%
Other Expense	4,043,784	2,185,096	1,858,688	54%
Total Expenses	144,821,241	60,196,018	84,625,223	42%

At 58% of Fiscal Year

Green: Budget is on track or below expected spending level

Yellow: Spending levels ahead of schedule

Red: Full allocation expended

Net Operating Gain (Loss)	(2,154,121)	(2,476,713)	(322,592)
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Operating Expense by Program	Budget	Actuals	Difference from Budget	% Budget Spent
Instruction	63,080,524	25,917,607	37,162,917	41%
Instructional Support	14,803,035	6,821,525	7,981,510	46%
Library	2,978,676	1,258,046	1,720,630	42%
Student Services	17,175,226	6,260,394	10,914,832	36%
Institutional Support	29,874,602	12,208,284	17,666,318	41%
Facilities	16,909,178	7,730,161	9,179,017	46%
Total Expenses	144,821,241	60,196,018	84,625,223	42%

Net Operating Gain (Loss)	(2,154,121)	(2,476,714)	(322,593)
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Based on July 22-January 23

% Of Year

58%

Seattle Colleges Board of Trustees FY2223 Budget Status Report, 7 Months Study Session Discussion

March 9, 2023 2:00 pm, Seattle Central College & Zoom

Presented by:

Dr. Rosie Rimando-Chareunsap, Interim Chancellor & South President

Julienne DeGeyter, Interim Vice Chancellor of Finance and Operations

Interim Path Towards Financial Stability

Actions the Seattle Colleges will take to **establish financial stability** and develop **trust and confidence** across our community.



Stabilize Budget & Finance Workforce

Laser focus on filling vacancies with strong talent. Followed up by consistent training and support.



Transparency Around Our Numbers

Revise or develop clear and regular reports for Board of Trustees, Cabinet teams, and general SC community



Budget Support for Managers

Regular budget training and support for managers, college-based support for district-wide systems and practices

Highlights from this Budget Status Report

- Represents 7 months of the fiscal year = 58%
- Tuition collection is ahead of target for this time this year
 - Enrollment is increasing year over year, but not to pre pandemic levels yet
- Expenditures are below target for this time this year

Color Coding on the BSR at 58% of the year

- **GREEN**

- **Good news:** revenues above target (>%58); expenditures below target (<%58)

- **YELLOW**

- **Keep an eye on these:** revenues below projection (<%58); expenditures exceed target (>%58 but <%100)

- **RED**

- **Concern:** expended full allocation or more than allocation (>/=%100)

MEMORANDUM

TO: Board of Trustees

FROM: Dr. Rosie Rimando-Chareunsap, Interim Chancellor
Chemene Crawford, President, North Seattle College

DATE: March 9, 2023

SUBJECT: North Seattle College Affordable Housing Project – SBCTC Conditions Met

Background

In September 2020 North Seattle College issued an RFI soliciting letters of interest from non-profit real estate developers to develop a parcel of land on the campus for affordable housing. In January 2021 the College requested Trustee approval to enter into an Exclusive Negotiating Agreement with Bellwether – Chief Seattle Club to develop the land. Pursuing the project required the approval of SBCTC, which authorized the college to negotiate lease terms in March 2021 subject to the conditions of Resolution 21-03-10; SBCTC was updated on the subsequent negotiations and passed Resolution 22-08-44 on August 23, 2022. This information item affirms that the conditions of Resolution 21-03-10 have been met and that the Board can therefore vote on entering into an *Option and Intent to Lease Agreement*.

SBCTC Resolution 21-03-10 Conditions and Status

Our research and discussions with the AAG, city and regional authorities, together with the provisions of the ground lease we have discussed with the developer meets the conditions of Resolution 22-08-44 as follows:

- The lease area will not exceed 2.3 acres- *the area to be leased is 98,505 square feet or 2.261 acres.*
- The lease term will not exceed eighty-seven years – *Section 2.3 of the ground lease specifies a lease term of 87 years.*
- The development will not require a revision to the college facility master plan recorded with the City of Seattle – *the affordable housing development is allowable based on the underlying zoning of the property; the City of Seattle will accordingly not require the college to revise its facility master plan (MIMP).*
- The college will be compensated so that it will not be a gift of public resources – RCW 39.33.015(1) *stipulates that leases may be made to a public, private, or nongovernmental body for a public benefit on any mutually agreeable terms and conditions and further stipulates that*

affordable housing constitutes a public benefit purpose. Thus, the consideration the College negotiates does not constitute a gift of public resources.

- *It will not be financing on behalf of the state – the Washington State Treasurer has reviewed the ground lease provisions and determined that the agreement does not constitute financing on behalf of the state.*
- *The developer will pay prevailing wages to construct the facility – Section 8.7 of the ground lease stipulates that the improvements to the property constructed by the tenant or its contractors shall be paid at the prevailing wage rate as published by the Washington State Department of Labor and Industries.*
- *Except for the tenant improvements undertaken by North Seattle College in the Intellectual House, the developer’s project will not be a public work – per RCW 39.04.010 “The term public work shall include all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein.” Since the project is not being executed at the cost of the state it is not a public work.*
- *The developer will be responsible for the construction, operation, and maintenance of the facility for the term of the lease – Section 31.11 of the ground lease stipulates the nature of the relationship between the parties and that “All obligations to . . . construct, operate, manage and maintain or repair the premises shall be the sole responsibility of the Tenant.” Section 8 describing the project and Section 9.1 pertaining to maintenance reiterate that the responsibility for construction, operation, and maintenance of the facility during the term of the lease is at the tenant’s sole cost and expense.*
- *Impacts to student parking will be mitigated by the developer – the developer has agreed to mitigate impacts to student parking by incorporating parking into the project. We have determined that providing parking spaces equivalent to 35% of the housing units will fully mitigate any impacts to student parking; the developer has agreed to incorporate such parking into the project.*
- *The final lease terms and conditions will be reviewed by an Assistant Attorney General, in consultation with a Special Assistant Attorney General – since the lease will not be finalized until financial closing the AAG has not reviewed the final lease terms. However, we have been consulting with the Attorney General’s Office throughout our negotiation with the developer and the AAG will review the final lease terms and conditions.*
- *The College Board of Trustees will approve the terms of the lease – by communicating to SBCTC that it supports the **Option and Intent to Lease Agreement** (which references the ground lease terms) the Board of Trustees will be approving the terms of the lease.*

Recommendation

It is recommended that this item be received as information only.



Dr. Chemene Crawford
President, North Seattle College

Transmitted to the Board with a favorable recommendation.



Dr. Rosie Rimando-Chareunsap
Interim Chancellor

MEMORANDUM

TO: Board of Trustees

FROM: Julienne DeGeyter

DATE: March 9, 2023

SUBJECT: Policy 621: First Reading - Information Only

Background

The attached Purchasing Policy, includes proposed updates to reflect the:

- increase of the direct buy limit for Institutions of Higher Education per the Department of Enterprise Services POL-DES-125-03.
- Proposed increase of delegated authority for Procurement Card users
- Also include updates to titles of responsible parties and grammatical corrections.

Recommendation

It is recommended that this item be received as information only.

Submitted by:



Julienne DeGeyter
Interim Vice Chancellor for Finance & Operations

Transmitted to the Board with a favorable recommendation



Dr. Rosie Rimando-Chareunsap
Interim Chancellor

Seattle College District Policy

NUMBER: 621

TITLE: PURCHASING

ADOPTED DATE: 5/5/1998 LAST REVISED: 2/13/2014

The Seattle College District (SCD), as an institution of higher education, has independent authority to purchase and dispose of all material, supplies, services, and equipment needed for the support, maintenance, and use of its operation in accordance with RCW 28B.10.029. The SCD Purchasing and contracting policies and procedures shall be consistent with RCW 28B.10.029, RCW 39.26, and ~~the policies of the~~ Department of Enterprise Services policies, inclusive of but not limited to POL-DES-125-03.

Board of Trustees - Revision & Adoption History

Adopted: 5/5/1998

Revised: 9/10/2009

Revised: 2/13/2014



MEMORANDUM

TO: Board of Trustees
FROM: Rosie Rimando-Chareunsap, Interim Chancellor
DATE: March 9, 2023
SUBJECT: Proposed Revisions to Policies 282, 283, 451, and 481 – First Reading

Background

We are proposing the updates to the below policies to comply with Washington State Laws, and federal regulations. In addition, we are proposing changes to policies to create a clearer reporting structure for members of our SDC to be able to report their experiences and have them meet the criteria of specific policy violations (Workplace Violence, Hostile Work Environment, Bullying, Title IX, Discrimination and Harassment of protected class).

We are making it clear that SDC employees qualify as Mandatory Reporters for Child Abuse and Neglect, and Vulnerable Adults per [RCW 9A.16.100](#); [Chapter 26.44 RCW](#); [RCW 28B.10.846](#); [RCW 74.34.020](#). Training for this will be handled in Get Inclusive, and questions can be answered on the website around this requirement (See Human Resources, Online Training).

We are now following federal regulations for the Title IX 2020 changes, and the WAC in terms of Title IX definitions and state regulations.

We are proposing to separate Workplace Violence and Hostile Work Environment PP to just Workplace violence for the following reasons. First, hostile work environments are addressed in the new 282 and 283 listed below. Second, by separating the two, we are encouraging and making it more comfortable for people who experience workplace violence separate from a hostile work environment safer to report as such. In the past, the policy made it appear that folks had to experience both workplace violence and a hostile environment in order to have it count as a violation of policy. We are trying to be more inclusive of the experiences SDC members may experience in our community, and providing a means to file a claim for a policy violation that meets those experiences.

In addition, we are creating a specific subsection for bullying in 282 to also be inclusive of folks experiencing what counts as bullying separate from being in a protected class. People who are not in a protected class may experience bullying, and folks of a protected class may experience bullying that constitutes discrimination and harassment. Again, trying to provide more means for people in our community to report experiences that specifically meet the standards of a policy violation.

The proposed detailed changes are listed below for each PP:

1. 282 – Discrimination and Harassment (+ Bullying)
 - a. The proposed changes to Policy and Procedure (PP) 282.1 Discrimination and Harassment and 282.2 Bullying Prevention are to first move this PP out of the Personnel 400's section and into the 200's to be applicable to students, staff, and visitors as this policy should include all Seattle Colleges Community Members. In addition, to move this policy into compliance with the state WAC 516-21-115.

The major changes are outlined below:

1. Update to include gender neutral language;
2. Update definitions in line with state definitions, and in line with the student conduct code, and make consistent across multiple policies that draw on the same terminology (PP 283);
 1. Remove reference to bullying as this will be defined and addressed in the new proposed PP
 2. 282.2 Bully Prevention;
 3. Make clear that previous PP 451 Hostile Work Environment, will be inclusive of PP 282.1 and
 4. 282.2. Discrimination and Harassment, as well as Bullying, may in some cases lead to what we have defined as a Hostile Work Environment. Separately, PP451 is now proposed Workplace Violence.
 5. Creation of sub–Policy Procedure 282.2 Bullying Prevention. This was done to allow bullying instances and reports to be brought forth to be no longer only applicable to protected class discrimination or harassment. However, this PP will sit under 282.1 Discrimination and Harassment as a sub-Policy and Procedure. It sits below 282.1 because bullying may be a part of protected class discrimination and harassment. More specifically, bullying under 282.2 will have to meet the definitions set forth in the procedure to meet criteria.
 6. Redact post disciplinary hearings as there is no law requiring a reconsideration for post investigation. The standards set forth in this section are for reconsideration of an APA ruling and are not appropriate for use here. However, this is now rewritten to the Post Investigative Findings Reconsideration Process and is clearly defined in procedure 282.1. In the past, the college has provided parties with the option of seeking reconsideration of the investigator's findings before the final report is issued and forwarded for disciplinary hearings. This is not in line with policy for APA ruling.

1. 283- Title IX
 - a. The proposed changes to the Title IX Policy and Procedure (PP) are to move this from the 400's personnel section into the 200's to be applicable to students, staff, and visitors. Currently the college does not have a Title IX Policy and Procedure as it stands

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for students, which is a requirement. In addition, this update aligns with additional current State and Federal Title IX Regulations. More specifically, it is proposed Policy 421 become Policy 283. **Policy 283 has been written to reflect Federal Title IX 2020 Policy requirements. In addition, this policy has major updates to the definitions to align with the WAC Student Conduct Code.** All of the definitions that appear in the PP 283 section should be identical to definitions that appear in both the Student Conduct Code Title IX Disciplinary Procedures and the Employee Title IX 421 Disciplinary Procedures. The employee Title IX Disciplinary Procedure will still be Procedure 421, as it applies to employees. The student disciplinary process will be addressed in the student conduct code WAC 132F-121-170 and Supplemental Title IX Student Conduct Code Policy 375 Procedures, WAC 132F-121-270 through WAC 132F-121-350.

2. 451- Workplace Violence
 - a. Language in this Policy is being updated to reflect solely a Workplace Violence policy. Hostile work environment will be addressed separately within PP 419 and 421, which are being changed to 282 and 283, attached in a different notice. The reasoning to separate the two terms is due to the difference in definition, as well as to encourage reporting of Workplace Violence, separate to a hostile work environment. In addition, a 451 procedure has been drafted to complete this Workplace Violence Prevention policy. The procedure was developed to create a reporting structure for all types of violent incidents.
 - b. This is in alignment with WAC 296-800-14005, which refers to the requirement of accident prevention, as well as the Department of Labor and Industries, Workplace Violence: Awareness and Prevention for Employers and Employees, F417-140-000.
3. 481- Mandatory Reporting
 - a. Reference: [RCW 9A.16.100](#); [Chapter 26.44 RCW](#); [RCW 28B.10.846](#); [RCW 74.34.020](#)
 - b. The creation of this policy is in alignment with Washington State Reporting Requirements, as we have Seattle Colleges Community Members that are required by law to be Mandatory Reporters of child abuse or neglect. As part of this proposed policy, the college will host Mandatory Reporting training for all required parties to report in the Spring 2023.
 - c. The drafted policy of Seattle District Colleges states that all District Employees shall report suspected abuse or neglect of a child (under the age of 18) or a vulnerable adult immediately and in no event later than 48 hours (about 2 days) after having reasonable cause to believe the child or vulnerable adult has suffered abuse or neglect. Employees shall follow the reporting process set forth in the procedures created to effectuate this policy.



Recommended Action

It is the recommendation of the administration that the Seattle Colleges Board of Trustees review the proposed changes as outlined in the attached polices.

Submitted by and transmitted BOT with a favorable recommendation,

A handwritten signature in black ink, appearing to read 'Rosie Rimando-Chareunsap'.

Dr. Rosie Rimando-Chareunsap Interim Chancellor

[Seattle District College Policy](#)

[Policy NUMBER: 419282.1](#)

TITLE: Discrimination and Harassment

The Seattle ~~College~~ District ~~College~~ recognizes its responsibility ~~for investigation, resolution, implementation of~~ ~~to investigate, resolve, implement~~ corrective measures, and ~~monitoring~~ ~~monitor~~ the educational environment and workplace to stop, remediate, and prevent ~~discrimination and harassment~~ on the basis of race ~~or ethnicity~~, color, ~~age~~, national origin, ~~age, perceived or actual physical or mental disability, religion, creed, marital status, sex, pregnancy, genetic information, sex, gender, gender identity, sexual orientation, gender identity, marital expression, status, creed, religion, as an~~ honorably discharged veteran or ~~disabled veteran or~~ military status, or use of a trained guide dog or service animal, ~~or presence of perceived or actual physical, sensory, or mental disability~~, as required by Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Sections 504 and 508 of the Rehabilitation Act of 1973, the Americans with Disabilities Act and ADA Amendment Act, the Age Discrimination Act of 1975, the Violence Against Women Reauthorization Act and Washington State's Law Against Discrimination, Chapter 49.60 RCW and their implementing regulations. To this end, the Seattle ~~College~~ District ~~has enacted policies prohibiting~~ ~~College prohibits~~ discrimination against ~~and/or~~ harassment of any student, employee, ~~applicant, or visitor, or any member of~~ ~~based on their membership in~~ a legally protected class. ~~Further, Employees and students found to be in violation of this policy may be subject to disciplinary action up to and including termination of employment or dismissal as a student from~~ the ~~College~~.

[Seattle College District is committed to ensure that College](#)

[Policy NUMBER: 282.2](#)

Title: Anti-Bullying

~~Seattle Colleges wants~~ all ~~members of the college community, including but not limited to~~ employees ~~and~~ students ~~work, applicants, and visitors to~~ learn ~~and work~~ in an environment that fosters mutual respect and professionalism, free from all forms of "bullying" ~~behaviors~~ ~~behavior~~, including "cyber bullying", as defined in Procedure ~~419282.2~~. All ~~employees and students~~ ~~members of the college community~~ are responsible for contributing to such an environment and are expected to treat ~~other employees, students, and visitors~~ ~~others~~ with courtesy and respect. ~~Bullying behavior by members of the college community is inconsistent with this goal and, therefore, prohibited.~~

~~Any individual found~~

~~This policy applies to be in violation of this policy will be subject to disciplinary action up to and including dismissal from the College or from employment, conduct that occurs on college property or during any District-sponsored program or activity, including student housing. This Policy is not intended to limit freedom of speech, the exercise of academic freedom, or other conduct that is otherwise protected by law. Any members of the college community~~

~~Any employee, student, applicant, or visitor who believes that he or she has they have~~ been the subject of ~~discrimination, harassment, or bullying, as that term is defined in Seattle Colleges Procedure 282.2,~~ should report the incident or incidents to ~~the College's, or District's Title IX / EEO Coordinator identified~~ ~~their College Human Resources Director or Student Conduct Officer~~ in Procedure 419, Discrimination and Harassment. If the complaint is against that Coordinator, the

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complainant should report the matter to the college president's or Chancellor's office for referral to an alternate designee a timely manner.

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The District will respond promptly to claims of bullying by members of the District community and will act to prevent, stop, remedy, and impose discipline for violations of this policy, up to and including termination of employment or dismissal from the District. Retaliation against an individual who has, in good faith, reported bullying and/or assisted in any process under this procedure, or attempted to do so, is prohibited.

Seattle District College

Procedure NUMBER: 419282.1 Discrimination and Harassment

TITLE: Seattle College District College Discrimination and Harassment Complaint Claim Procedure

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A. INTRODUCTION

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The Seattle College District College recognizes its responsibility, described in Policy 419, for investigation, resolution, implementation of 282, to investigate, resolve, implement corrective measures, and monitoring monitor the educational environment and workplace to stop, remediate, and prevent all manners of discrimination and harassment. To effectuate this end policy, the Seattle College District College has enacted Policy and Procedure 419, Discrimination the following procedure for handling allegations by members of the college community, including but not limited to employees, students, applicants, and Harassment, prohibiting visitors, that they have been subject to discrimination against and/or harassment of any employee, student, applicant or visitor, and based on their membership in a legally defined members of a protected class. Any individual found to be in violation of Policy 419 will be subject to disciplinary action up to and including dismissal from the College or from employment.

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Employees or students found to be in violation of Policy 282 are subject to disciplinary action up to and including termination of employment or dismissal as a student from the College. Student discipline for discrimination and harassment is addressed under the student conduct code, WAC 132F-121). Employee discipline for violation of Policy 282 is addressed through disciplinary procedures in applicable employment contracts, employee handbooks, and collective bargaining agreements (CBAs).

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Any Any employee, student, applicant, or visitor who believes that member of the college community who believes they have been the subject of discrimination or harassment should report the incident or incidents to the College's, or Colleges District's Compliance Officer or one of the Colleges' Title IX / EEO Coordinator Coordinators identified below. All District employees (faculty, staff, student employees and administrators) are designated as "responsible employees" and must report actual or suspected discrimination or harassment immediately, promptly to one of the District's Title IX/ EEO Coordinators subject to limited exceptions for employees, like college counselors, who are statutorily barred legally required to maintain client confidentiality and may not share client information without express consent from reporting. All details of the reports they receive must be shared promptly their client. If the complaint an allegation is against that Compliance Officer or Title IX / EEO Coordinator, the impacted party responsible employee should report the matter to the president's, President's, or Chancellor's office for referral to an alternate designee.

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District Compliance Officer and Title IX / EEO Coordinators

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Seattle District College District Office:
Chief Human Resources
Compliance Officer

Title IX / EEO Coordinator

TitleIX.District@seattlecolleges.edu

Contact info: (206) 934-4136;
1500 Harvard Avenue, Seattle, WA 98122 or

Compliance Officer
(206) 934-3873

1500 Harvard Avenue, Seattle, WA 98122

Seattle Central College:

Human Resources Director

Title IX / EEO Coordinator

TitleIX.District@seattlecolleges.edu

Contact info: (206) 934-4017
1701 Broadway, Seattle, WA 98122

North Seattle College:

Human Resources Director

Title IX / EEO Coordinator

TitleIX.District@seattlecolleges.edu

Contact info: (206) 934-7792/4710
9600 College Way North, Seattle, WA 98103

South Seattle College:

Human Resources Director

Title IX / EEO Coordinator

TitleIX.District@seattlecolleges.edu

Contact info: (206) 934-6415
6000 16th Avenue S.W., Seattle, WA 98106

The Title IX / EEO Coordinator or designee:

- Will accept all ~~complaints~~ **Claims** and referrals from College or District employees, applicants, students, and visitors.
- Will make determinations regarding how to handle requests by impacted ~~partys~~ **parties** for confidentiality.
- Will keep accurate records of all ~~complaints~~ **Claims** and referrals for the required time-~~period~~.
- May conduct investigations or delegate and oversee investigations conducted by a designee.
- May impose interim remedial measures to protect parties during investigations of discrimination or harassment.

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Acts of sexual harassment may also violate the District's Title IX policy and procedures. If you are reporting a Claim of sexual harassment or sexual violence, please read Policy and Procedure 283: Title IX, and the definitions below.

o Sexual Harassment: a form of discrimination consisting of unwelcome, gender-based verbal, written, electronic and/or physical conduct. Sexual harassment does not have to be of a sexual nature, however, and can include offensive remarks about a person's gender, gender identity, sexual orientation, or sexual expression. There are two types of sexual harassment.

• Hostile Environment Sexual Harassment occurs when the conduct is sufficiently severe and/or pervasive and so objectively offensive and sufficiently severe, persistent, or pervasive that it has the effect of altering the terms or conditions of employment or substantially limiting the ability of a student to participate in or benefit from the College's/Colleges' educational and/or social programs, and/or student housing.

• Quid Pro Quo Sexual Harassment occurs when an individual in who holds a position of real or perceived authority, conditions the receipt/provision of a aid, benefit upon granting of, or services on an individual's participation in unwelcome sexual favors/conduct.

Examples of conduct that may qualify as sexual harassment include:

- Persistent Unwelcome and persistent comments or questions of a sexual nature.
- A supervisor who gives an employee a raise in exchange for submitting to sexual advances.
- An instructor who promises a student a better grade in exchange for sexual favors.
- Sexually Unwelcome sexually explicit statements, questions, jokes, or anecdotes.
- Unwelcome touching, patting, hugging, kissing, or brushing against an individual's individual's body.
- Remarks Unwelcome remarks of a sexual nature about an individual's individual's clothing, body, or speculations about previous sexual experiences.
- Persistent, unwanted attempts to change a professional relationship to an amorous relationship.
- Direct Unwelcomed direct or indirect propositions for sexual activity.
- Unwelcome letters, emails, texts, telephone calls, or other communications referring to or depicting sexual activities.

o Sexual Violence: is a type of sexual discrimination and harassment. Non-consensual that includes:

10. Nonconsensual sexual intercourse, non-consensual sexual contact, domestic violence, dating violence, and stalking are all types of sexual violence.

• Non-consensual sexual intercourse is any Any actual or attempted sexual intercourse (anal, oral, or vaginal), however slight, with any object or body part, by a

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

- ~~Non-consensual~~ Nonconsensual sexual contact ~~is any intentional. Any actual or attempted~~ sexual touching, however slight, with any body part or object, by a person upon another person that is without ~~eonsent~~ Consent and/or by force. Sexual touching includes any bodily contact with the breasts, groin, mouth, or other bodily orifice of another individual, or any other bodily contact in a sexual manner.

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

- Statutory Rape. Consensual intercourse between a person who is eighteen (18) years of age or older, and a person who is under the age of sixteen (16).

- ~~Domestic violence includes asserted violent misdemeanor and felony offenses. Physical violence, bodily injury, assault, the infliction of fear of imminent physical harm, sexual assault, or stalking committed by the victim's current or former a~~ person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, current or former cohabitant, by a person similarly situated to a spouse of the victim under the domestic or family violence law, or anyone else laws of State of Washington, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence law laws of the State of Washington, RCW 26.50.010.

- Stalking. Engaging in a course of conduct directed at a specific person that would cause a reasonable person to (i) fear for their safety or the safety of others; or (ii) suffer substantial emotional distress.

- Dating violence means. Physical violence, bodily injury, assault, the infliction of fear of imminent physical harm, sexual assault, or stalking committed by a person (i) who is or has been in a social relationship of a romantic or intimate relationship nature with the victim. Whether there was, and (ii) where the existence of such a relationship will be gauged by its shall be determined based on a consideration of the following factors:

(i) The length of the relationship;

(ii) The type of relationship; and

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

- ~~Stalking means intentional and repeated harassment or following of another person, which places that person in reasonable fear that the perpetrator intends to injure, intimidate, or harass that person. Stalking also includes instances where the perpetrator knows or reasonably should know that the person is frightened, intimidated, or harassed, even if the perpetrator lacks such intent.~~

11. **“Bullying”:** Workplace and/or Classroom bullying is defined as persistent, unwelcome, severe, and pervasive mistreatment that harms, intimidates, offends, degrades or humiliates an employee

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or student, whether verbal, physical or otherwise, including “cyber” bullying, in the course of employment, or pursuit of education. Any employee found in violation of this District policy, will be disciplined, up to and including immediate termination. Any student found in violation of the District’s Code of Student Conduct, as it relates to this policy, will be disciplined, up to and including, immediate expulsion from the college. Examples of bullying behavior include, but are not limited to:

- Being held to a different standard than the rest of an employee’s work group;
- Consistent ignoring or interrupting of an employee in front of co-workers;
- Personal attacks (angry outbursts, excessive profanity, or name-calling);
- Encouragement of others to turn against, marginalize, or ostracize the targeted employee;

Use of email, internet, or other “cyber” venues to denigrate the targeted employee.

D. The Seattle College District encourages all employees to report any instance of bullying behavior they have experienced or witnessed to their supervisor or the college HR Director.

C. WHO MAY FILE A COMPLAINT

Any employee, applicant, student or visitor of the Seattle College District may file a complaint. Complaints may be submitted in writing or verbally. The Seattle College District encourages the timely reporting of any incidents of discrimination or harassment. For impacted parties who wish to submit a written complaint, a formal complaint form is available online at seattlecolleges.edu/reporting-forms. Hard copies of the complaint form are available at the locations listed above in Section A. Any person submitting a discrimination complaint shall be provided with a written copy of the College’s anti-discrimination policies and procedures.

D. CONFIDENTIALITY AND RIGHT TO PRIVACY

The Seattle College District College will seek to protect the privacy of the impacted party to the full extent possible, consistent with the its legal obligation to investigate, take appropriate remedial and/or disciplinary action, and comply with the federal and state law, as well as District policies and procedures. Although Seattle College District College will attempt to honor impacted party’s requests for confidentiality, it cannot guarantee complete confidentiality. Determinations regarding how to handle requests for confidentiality will be made by the Title IX / EEO Coordinator.

Confidentiality Requests and Sexual Violence Complaints/Claims. The Title IX / EEO Coordinator will inform and obtain consent from the impacted party before commencing an investigation into a sexual violence complaint/Claim. If an impacted party making allegations of sexual violence impacted party asks that his or her their name not be revealed to the responding party or that the College/District not investigate the allegation, the Title IX / EEO Coordinator will inform the impacted party that maintaining confidentiality may limit the District’s or college’s Colleges’ ability to fully respond to the allegations and that retaliation by the responding party and/or others is prohibited. If the impacted party still insists that his or her their name not be disclosed or that the College/District not investigate, the Title IX /EEO Coordinator will determine whether the College/District can honor the request and at the same time maintain a safe and non-discriminatory environment for all members of the District’s community, including the impacted party.

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Factors to be weighed during this determination may include, but are not limited to:

- the seriousness of the alleged sexual violence;
- the age of the impacted party;
- whether the sexual violence was perpetrated with a weapon;
- whether the responding party has a history of committing acts of sexual violence or has been the subject of other sexual violence ~~complaints~~ claims;
- whether the responding party threatened to commit additional acts of sexual violence against the impacted party or others; and
- whether relevant evidence can be obtained through other means (e.g., security cameras, other witnesses, physical evidence).

If the College/District is unable to honor ~~an~~ impacted party's request for confidentiality, the Title IX / EEO Coordinator will notify the impacted party of the decision and ensure that impacted party's identity is disclosed only to the extent reasonably necessary to effectively conduct and complete the investigation.

If the College/District decides not to ~~conduct an investigation~~ investigate or not to take disciplinary action because of a request for confidentiality, the Title IX / EEO Coordinator will evaluate whether other measures are available to limit the effects of the harassment and prevent its recurrence and implement such measures if reasonably feasible.

E- INVESTIGATION PROCEDURE

Upon receiving a discrimination ~~complaint~~ Claim, the College/District shall commence an impartial investigation. The Title IX / EEO Coordinator shall be responsible for overseeing all investigations. Investigations may be conducted by the Title IX / EEO Coordinator or ~~his or her~~ their designee. If the investigation is assigned to someone other than the Title IX / EEO Coordinator, the Title IX / EEO Coordinator shall inform the impacted party and responding party(s) of the appointment of an investigator.

Interim Measures. The Title IX / EEO Coordinator may impose interim measures to protect the impacted party and/or responding party pending the conclusion of the investigation. Interim measures may include, but are not limited to, imposition of no contact orders, rescheduling classes, temporary work reassignments, referrals for counseling or medical assistance, and imposition of a summary discipline ~~suspension~~ on the responding party consistent with the District's/College's ~~Colleges'~~ student conduct code or the District's/College's ~~Colleges'~~ employment policies and collective bargaining agreements.

Informal Dispute Resolution. Informal dispute resolution processes, like mediation, may be used to resolve Claims, when appropriate. Informal dispute resolution shall not be used without written permission from both the impacted party and the responding party. If the parties elect to mediate a dispute, either party shall be free to discontinue mediation at any time. In no event shall mediation be used to resolve Claims involving allegations of sexual violence.

Investigation. Complaints ~~Claims~~ shall be thoroughly and impartially investigated. The investigation shall include, but is not limited to, interviewing the impacted party and the responding party, relevant witnesses, and reviewing relevant documents. The investigation shall be concluded within a reasonable time, ~~normally sixty days barring exigent circumstances. At the conclusion of the investigation the~~

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investigator shall set forth their findings and recommendations in writing. If the investigator is a designee, the investigator shall send a copy of the findings and recommendations to the Title IX / EEO Coordinator. The Title IX / EEO Coordinator shall consider the findings and recommendations and determine, based on a preponderance of the evidence, whether a violation of the discrimination and harassment policy occurred, and if so, what steps will be taken to resolve the complaint, remedy the effects on any victim(s), and prevent its recurrence. Possible remedial steps may include, but are not limited to, referral for voluntary training/counseling, development of a remediation plan, limited contact orders, and referral and recommendation for formal disciplinary action. Referrals for disciplinary action will be consistent with the student conduct code or college employment policies and collective bargaining agreements, which normally will be within sixty days. If the investigation will take longer than 60 days to complete, the Title IX / EEO Coordinator will notify the parties, describe the reasons for the delay, and provide an estimated time for completing the investigation.

Written Notice of Decision-

At the conclusion of the investigation, the investigator shall set forth their findings in writing. If the investigator is someone other than the Title IX / EEO Coordinator, the investigator shall send a copy of the findings to the Title IX / EEO Coordinator.

The Title IX / EEO Coordinator will provide each party with written notice of the investigative findings and of actions taken or recommended to resolve the complaint, subject to the following limitations: The impacted party shall be informed in writing of the findings and of actions taken or recommended to resolve the complaint, if any, only to the extent that such findings, actions or recommendations directly relate to the impacted party, such as a finding that the complaint is or is not meritorious or a recommendation that the accused not contact the impacted party. party's allegations. The impacted party may be notified generally that the matter has been referred for disciplinary action. The responding party shall be informed in writing of the findings and of actions taken or recommended to resolve the complaint and shall be notified of referrals for disciplinary action. Both the impacted party and the The responding party are is entitled to review any final findings, conclusions, and recommendations, the investigative report, subject to any FERPA and/or other confidentiality requirements. The impacted party is entitled to review the investigative report only to the extent that such findings directly relate to the impacted party's allegations of Discrimination or Harassment and subject to any FERPA and/or other confidentiality requirements.

~~Informal Dispute Resolution. Informal dispute resolution processes, like mediation, may be used to resolve complaints, when appropriate. Informal dispute resolution shall not be used to resolve sexual discrimination complaints without written permission from both the impacted party and the responding party. If the parties elect to mediate a dispute, either party shall be free to discontinue mediation at any time. In no event shall mediation be used to resolve complaints involving allegations of sexual violence.~~

Final Decision/Appeals-

Post Investigative Findings Reconsideration Process:

Either the impacted party Complainant or the responding party may seek review of the decision by the Title IX / EEO Coordinator. Appeals shall be submitted in writing to the Chief Human Resources Officer for employee complaints or the VP of Student Services for student complaints Respondent may request reconsideration of the investigative findings within ten (10) calendar days of receiving the decision. The administrator will designate an individual to handle the appeal. Appeals are limited to the following grounds:

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~~0. A procedural error or omission occurred that significantly impacted the an outcome of the hearing (e.g., substantiated bias, material deviation from established procedures):~~

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~~1. To consider new evidence, unknown or unavailable during the original letter. Requests for reconsideration should be in writing and provide specific information on what findings of fact in the final investigation, that could substantially impact the original finding or sanction. A summary of the new evidence report the party believes to be erroneous and its potential impact must be included in the submitted appeal request.~~

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~~2. The sanctions imposed fall outside the range of sanctions generally designated for this offense,~~

~~if no appeal is received within ten (10) calendar days, the decision becomes final. If an appeal is received, the individual handling the appeal shall respond within 21 calendar days. Both parties will be informed if an appeal has been filed. The why. The reconsideration request shall either be denied or, if found to have merit, an amended decision can be issued. Any amended decision is should be submitted to the appropriate Title IX/ EEO Coordinator. A copy of the final and no further appeal is investigation report will be made available upon request. The Title IX/ EEO Coordinator will respond to the request for reconsideration within thirty (30) calendar days of notice.~~

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~~If a party fails to submit a written request for reconsideration complying with the procedure set forth above within ten (10) days, the party will be deemed to have waived their right for reconsideration, and the report will be finalized.~~

~~F. F. PUBLICATION OF ANTI-DISCRIMINATION POLICIES AND PROCEDURES~~

~~The policies and procedures regarding complaints Claims of discrimination and harassment shall be published and distributed ~~as determined by the Chancellor/President or designee~~ on an annual basis to all current and prospective students and employees. Any person who believes they have been subjected to discrimination Discrimination or Harassment in violation of District/College policy will be provided a copy of these policies and procedures~~

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~~G. LIMITS TO AUTHORITY~~

~~Nothing in this procedure shall prevent the District Chancellor or College President or designee from taking immediate disciplinary action in accordance with Seattle College District policies and procedures, and federal, state, and municipal rules and regulations.~~

~~G. EMERGENCY REMOVAL~~

~~Student respondents may be summarily suspended from the District pending final resolution of the allegation pursuant to WAC 132F-121-250. To impose a summary suspension, the District must have probable cause to believe that the student violated the student conduct code, and that the student poses an immediate threat to the health and safety of the College Community or an immediate threat of significant disruption to College operations. Nothing in this procedure prohibits the College from placing non-student employees on administrative leave pending final resolution of the allegations.~~

~~H. NON-RETALIATION, INTIMIDATION AND COERCION~~

~~Retaliation by, for or against any participant (including impacted party, responding party, witness, Title IX / EEO Coordinator, or investigator) is expressly prohibited. Retaliatory action of any kind taken against~~

individuals as a result of seeking redress under the applicable procedures or serving as a witness in a subsequent investigation or any resulting disciplinary proceedings is prohibited and is conduct subject to discipline. Any person who thinks they have been the victim of retaliation should contact the Title IX / EEO Coordinator immediately subject up to and including dismissal from the College or termination of employment.

Any person who believes they have been subject to retaliation for filing a discrimination of harassment Claim or for participating in investigatory or disciplinary proceedings pursuant to this procedure should contact the Title IX / EEO Coordinator promptly.

I. CRIMINAL COMPLAINTS CLAIMS

Discriminatory or harassing conduct may also be, or occur in conjunction with, criminal conduct. Criminal complaints Claims may be filed with the applicable law enforcement authorities.

[Call 911 in case of emergency.](#)

Campus Security Offices

[North Seattle College: CC 1252, 206.934.3636](#)

[Seattle Central College: BE 1108, 206.934.5442](#)

[Seigal Center: BE 1108, 206.934.5442](#)

[Wood Technology Center: 206.934.5442](#)

[Health Education Center: 206-255-3974 / 206.934.5442. Security officers usually sit at a table just inside the main entrance on the south side of the Pacific Tower Building.](#)

[Seattle Maritime Academy: 206.934.5442](#)

[South Seattle College: RSB62A, 206.934.5157](#)

[Georgetown Apprenticeship and Education Center: C102, 206.354.6185](#)

The College will reserves the right to proceed with an investigation of harassment and discrimination complaints Claims regardless of whether the underlying conduct is subject to civil or criminal prosecution.

J. OTHER DISCRIMINATION COMPLAINT CLAIM OPTIONS

Discrimination complaints Claims may also be filed with the following federal and state agencies:

[Washington State Human Rights Commission, www.hum.wa.gov](#)

[US Dept of Education Office for Civil Rights, www2.ed.gov/about/offices/list/ocr/](#)

[Equal Employment Opportunity Commission, www.eeoc.gov](#)

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[Seattle District College](#)

[Procedure NUMBER: 282.2](#)

[Title: Seattle Colleges Procedure for Reporting Bullying](#)

A. INTRODUCTION

[The following procedure implements SDC Policy 282.2 Anti-Bullying, which prohibits bullying behavior by members of the college community, including employees, students, applicants, and visitors, on District property and during District-sponsored programs and activities, including student housing. This procedure defines "bullying," and outlines the process for receiving, responding to, and resolving claims by members of the college community alleging violations of SDC Policy 282.2.](#)

B. REPORTING A CLAIM OF BULLYING

[All claims of bullying should be reported to their college Human Resources Director, or Student Conduct Officer. The Seattle District College encourages reporting incidents of bullying in a timely manner. Individuals with concerns about their immediate safety or who believe they are the victim of a crime should call 911 and then contact their campus Safety and Security office.](#)

[Claims may also be submitted in writing through Seattle Colleges' internal reporting system, Maxient.](#)

[For reporting parties who wish to submit a written Claim, a formal Claim form is available online: <https://www.seattlecolleges.edu/administration/human-resources/discrimination-and-harassment-statement/reportingclaim-forms>.](#)

[Hardcopies of the Claim form also are available at the following locations on campus or the District office:](#)

- [o Seattle District College Office](#)
[1500 Harvard Avenue, Seattle, WA 98122;](#)
[2nd Floor Reception Desk](#)
[\(206\) 934-3873](#)
- [o Seattle Central College](#)
[1701 Broadway, Seattle, WA 98122](#)
[Student Services Office: Room BE4180](#)
[HR \(Human Resources\) Office: BE4180](#)
[206\) 934-4017](#)
- [o North Seattle College](#)
[9600 College Way North, Seattle, WA 98103](#)
[Student Services Office: 3NC2449A](#)
[HR Office: 3NC2261G](#)
[\(206\) 934-4710](#)
- [o South Seattle College](#)
[6000 16th Avenue S.W., Seattle, WA 98106](#)
[Student Services Office: Room CC2354](#)
[HR Office: Room CC2160A](#)
[\(206\) 934-6415](#)

[o Georgetown Apprenticeship and Education Center](#)
[Main Office: 4GT100](#)
[\(206\) 934-6415](#)

College Campus Security Offices

[Central/Siegal Center: 206.934.5442 | North: 206.934.3636 | South: 206.934.5157](#)

[All correspondence related to a claim and any resulting investigation will be sent to the employee's or student's Seattle Colleges email account. Correspondence may also be delivered by letter sent to an individual's last known address, or by hand delivering a hard copy, as appropriate.](#)

WHO MAY FILE A CLAIM

[Any member of the Seattle District Colleges community who believes they have been subjected to bullying behavior that violates the District's anti-bullying policy may file a Claim of Bullying. Claims may be submitted in writing or verbally.](#)

[Alleged abusive behavior that is directed at an individual or group based on their membership in a protected class may qualify as discriminatory harassment and be subject to action under the College's Discrimination and Harassment Grievance Procedures \(SDC PP 282.1\). Alleged abusive behavior that involves physical contact or verbal, or physical threats of violence may be subject to action under the College's Workplace Violence Prevention Policy \(SDC PP 451\). Claims of Hostile Work Environment based on membership in a protected class, Quid Pro Quo Harassment, or Sexual Violence, will be investigated pursuant to the District's policy and procedure prohibiting Discrimination and Harassment \(PP 282.1\) or the District's Title IX policy and procedure \(PP283\).](#)

C. DEFINITIONS

- **Bullying:** [Bullying is unwelcome conduct, whether verbal, physical or otherwise, including "cyber" bullying, that is objectively offensive and sufficiently severe, persistent, and/or pervasive, as to alter the terms or conditions of employment or substantially limit the ability of a student to participate in or benefit from the Colleges' educational and/or social programs, including student housing. Bullying may be top-down, perpetuated by someone with greater positional power towards another with lesser positional power; bottom-up, perpetuated by someone with lesser positional power towards someone with greater positional power; or peer-to-peer. This policy is not intended to restrict constitutionally protected expressive activity, the exercise of academic freedom, or other conduct otherwise protected by law. Petty slights, annoyances, offensive utterances, and isolated incidents \(unless extremely serious\) typically do not qualify as bullying.](#)
- **Reporting Party:** [A member of the District Community, including employees, students, applicants, or visitors, who claims they have been subjected to bullying as defined in this procedure.](#)

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- **Claim:** An allegation(s) by a reporting party that they have been subject to conduct that violates the District’s prohibition against bullying.
- **Protected Class:** Persons who are protected under state or federal civil rights laws, including laws that prohibit discrimination on the basis race or ethnicity, color, age, national origin, religion, creed, marital status, sex, pregnancy, gender, gender identity, sexual orientation, gender expression, status as an honorably discharged veteran or disabled veteran or military status, or use of a trained guide dog or service animal, or presence of perceived or actual physical, sensory, or mental disability.
- **Resolution:** The means by which a Claim is finally resolved. This may be accomplished through informal or formal processes, including counseling, mediation, or the formal imposition of disciplinary sanctions.
- **Respondent:** A District employee, student, volunteer, or visitor who is alleged to have bullied another person or persons.

E. CONFIDENTIALITY

The Seattle District College will seek to protect the privacy of the reporting party to the full extent possible, consistent with the legal obligation to investigate, take appropriate remedial and/or disciplinary action, and comply with the federal and state law, as well as District policies and procedures. Although the Seattle District College will attempt to honor reporting party’s requests for confidentiality, it cannot guarantee complete confidentiality. Determinations regarding how to handle requests for confidentiality will be made by the Investigator.

F. INVESTIGATION PROCEDURE

Upon receiving a Bullying Claim, the College/District shall commence an impartial investigation consistent with the collective bargaining agreement(s) (as applicable) and District Policies governing student and employee discipline.

G. NON-RETALIATION, INTIMIDATION AND COERCION

Retaliation of any kind by, for, or against any participant in an investigation or disciplinary proceeding (including, but not limited to, the reporting party, responding party, witness, investigator, or hearings officer) is expressly prohibited, and subject to discipline, up to and including dismissal from the college or termination of employment.

Any person who thinks they have been the victim of retaliation should contact their college Human Resources Director or Student Conduct Officer Services college security officer immediately.

H. CRIMINAL CLAIMS

Conduct that constitutes Bullying may also be, or occur in conjunction with, criminal conduct. Criminal Claims may be filed with the applicable law enforcement authorities.

The College reserves the right to proceed with resolution of Bullying Claims regardless of whether the underlying conduct is subject to civil or criminal prosecution.

Call 911 in the case of emergency, or the campus security office.

Campus Security Offices

North Seattle College: CC 1252, 206.934.3636

Seattle Central College: BE 1108, 206.934.5442

Seigal Center: BE 1108, 206.934.5442

Wood Technology Center: 206.934.5442

Health Education Center: 206-255-3974 / 206.934.5442. Security officers usually sit at a table just inside the main entrance on the south side of the Pacific Tower Building.

Seattle Maritime Academy: 206.934.5442

South Seattle College: RSB62A, 206.934.5157

Georgetown Apprenticeship and Education Center: C102, 206.354.6185

I. CORRECTIVE ACTION/ DISCIPLINE

Employees or students found responsible for Bullying or Retaliation may be subject to disciplinary action up to and including termination of employment or dismissal from the District.

Student discipline for bullying is addressed under the student conduct code and associated student conduct procedures PP 375 (WAC 132F-121).

Employee discipline for violation of Policy 282.2 is addressed through procedures in employment contracts, employee handbooks, and applicable collective bargaining agreements (CBA).

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[Seattle District College Policy](#)

Policy NUMBER: 421283

TITLE: ~~TITLE~~ Title IX Sexual Harassment Policy

[Seattle Colleges recognizes its responsibility to investigate, resolve, implement of corrective measures, and monitor the educational environment and workplace to stop, remediate, and prevent sexual harassment as required by Title IX of the Educational Amendments of 1972, the Violence Against Women Reauthorization Act, and Washington State’s Law Against Discrimination, Chapter 49.60 RCW, and their implementing regulations.](#)

[Title IX requires institutions to protect all students, faculty, and staff from sex-based discrimination, a term that includes both sexual harassment and sexual violence. This Policy applies to all students and employees of Seattle Colleges.](#)

[Consistent with the U.S. Department of Education’s regulations under Title IX of the Education Amendments of 1972 \(“Title IX”\) \(see 34 C.F.R. § 106 et seq.\), the Seattle Colleges prohibits Sexual Harassment that occurs within its education programs and activities. For purposes of this policy, Sexual Harassment includes Quid Pro Quo Sexual Harassment, Hostile Environment Sexual Harassment, Sexual Assault, Sexual Violence, Domestic Violence, Dating Violence, and Stalking as defined in 34 C.F.R. § 106.30](#)

To ~~TITLE IX GRIEVANCE PROCEDURES~~

[this end, Seattle Colleges prohibits sexual harassment occurring within its education programs and activities and has adopted grievance and disciplinary procedures for investigating claims of sexual harassment and sexual violence and disciplining students and employees found responsible for violating this policy.](#)

[Any individual found to be in violation of this policy will be subject to disciplinary action up to and including dismissal from the College or from employment. Further, the Seattle District College is committed to ensuring that all employees and students work and learn in an environment that fosters mutual respect and professionalism. Student discipline for violation of Title IX Policy 283 is addressed under WAC 132F-121-270 through WAC 132F-121-350. Employee discipline for violation of Title IX Policy 283 is addressed by Procedure 421.](#)

[This policy applies only to Sexual Harassment that is actionable under federal rules adopted to implement Title IX and are subject to the jurisdictional limits and definitions of the College’s Procedure 283 - Title IX Grievance Procedures. Other forms of sexual harassment that are not covered by Title IX are addressed by the Seattle Colleges PP Discrimination and Harassment Policy 282.](#)

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[Seattle District College Procedure](#)
[TITLE: 283 Title IX Grievance Procedure](#)

A. Purpose **INTRODUCTION**

Seattle Colleges recognizes its responsibility to investigate, resolve, implement corrective measures, and monitor the educational environment and workplace to stop, remediate, and prevent discrimination on the basis of sex, as required by Title IX of the Educational Amendments of 1972, Title VII of the Civil Rights Act of 1964, the Violence Against Women Reauthorization Act, and Washington State's Law Against Discrimination, and their implementing regulations. To this end, Seattle Colleges has enacted Policy 421.283 and adopted the following Title IX Grievance Procedure for receiving and investigating Sexual Harassment allegations/claims arising during education programs and activities. Any individual found responsible for violating Seattle Colleges' Title IX policy is subject to disciplinary action up to and including dismissal from the *District's* educational programs and activities and/or termination of employment.

Application of this Title IX Grievance Procedure is restricted to allegations/claims of "Sexual Harassment," as that term is defined in 34 C.F.R. §106.30. Nothing in this procedure limits or otherwise restricts the *District's* ability to investigate and pursue discipline based on alleged violations of other federal, state, and local laws, their implementing regulations, and other college policies prohibiting gender discrimination through processes set forth in the *District's* code of student conduct, employment contracts, employee handbooks, and collective bargaining agreements.

B. Definitions **DEFINITIONS**

For purposes of this Title IX Grievance Procedure, the following terms are defined as follows:

1. **"Consent"** means knowing, voluntary, and clear permission by word or action, to engage in mutually agreed upon sexual activity. Each party has the responsibility to make certain that the other has consented before engaging in the activity. For consent to be valid, there must be at the time of the act of sexual intercourse or sexual contact actual words or conduct indicating freely given agreement to have sexual intercourse or sexual contact.

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

Intoxication is not a defense against allegations/claims that an individual has engaged in nonconsensual sexual conduct.

2. **"Claimant"** means an Complainant: An individual who is alleged to be the victim of conduct that could constitute Sexual Harassment prohibited under Title IX.

3. **"Respondent"** means an Responding Party: An individual who has been reported to be the perpetrator of conduct that could constitute Sexual Harassment prohibited under Title IX.

4. **"Formal Claim"** means a Complaint: A writing submitted by the Claimant/Complainant or signed by the Title IX coordinator alleging Sexual Harassment against a Respondent and requesting that the Seattle Colleges District conduct an investigation.

5. **"Education Program or Activity"** includes locations, events, or circumstances over which the Seattle Colleges exercised/exercises substantial control over both the Respondent and the context in which the alleged Sexual Harassment occurred. It also includes any building owned or controlled by a student organization officially recognized by the Seattle Colleges.

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finger, or object, or oral copulation by mouth to genital contact or genital to mouth contact.

~~2.~~ Nonconsensual sexual contact. Any actual or attempted sexual touching, however slight, with any body part or object, by a person upon another person that is without Consent and/or by force. Sexual touching includes any bodily contact with the breasts, groin, mouth, or other bodily orifice of another individual, or any other bodily contact in a sexual manner.

~~3.~~ Incest. Sexual intercourse or sexual contact with a person known to be related to them, either legitimately or illegitimately, as an ancestor, descendant, brother, or sister of either wholly or half related. Descendant includes stepchildren, and adopted children under the age of eighteen (18).

~~4.~~ **Statutory rape.** Consensual intercourse between a person who is eighteen (18) years of age or older, and a person who is under the age of sixteen (16).

~~5.~~ **Domestic violence.** Physical violence, bodily injury, assault, the infliction of fear of imminent physical harm, sexual assault, or stalking committed by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the State of Washington, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the State of Washington, RCW 26.50.010.

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

~~The length of the relationship;~~

~~The type of relationship; and~~

~~The frequency of interaction between the persons involved in the relationship.~~

~~6.~~ **Stalking.** Engaging in a course of conduct directed at a specific person that would cause a reasonable person to ~~Dating violence,~~ Physical violence, bodily injury, assault, the infliction of fear of imminent physical harm, sexual assault, or stalking committed by a person (i) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (ii) where the existence of such a relationship shall be determined based on a consideration of the following factors:

~~1.~~ The length of the relationship;

~~2.~~ The type of relationship; and

~~3.~~ The frequency of interaction between the persons involved in the relationship.

~~7.~~ **Stalking.** Engaging in a course of conduct directed at a specific person that would cause a reasonable person to (i) fear for their safety or the safety of others; or (ii) suffer substantial emotional distress,

~~“(i) fear for their safety or the safety of others; or (ii) suffer substantial emotional distress.~~

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~~10.~~ **Title IX Administrators** are the Title IX Coordinator, Title IX investigators, the Student Conduct Officer, Student Conduct Committee members, a supervisor with authority under the generally applicable collective bargaining agreement or policy with disciplinary authority for an employee as pertaining to Title IX disciplinary proceedings only, and Seattle Colleges provided advisors assigned to the parties by the Seattle Colleges during Title IX disciplinary proceedings.

~~11.~~ **Title IX Coordinator** is responsible for processing Title IX claims and conducting and/or overseeing formal investigations and informal resolution processes under this Grievance Procedure. Among other things, the Title IX Coordinator is responsible for:

- ~~1.~~ Accepting and processing all Title IX reports, referrals, and Formal Claims.
- ~~2.~~ Executing and submitting a Formal Claim when appropriate and necessary.
- ~~3.~~ Handling requests for confidentiality.
- ~~4.~~ Determining during the Grievance Procedure (i) whether a Formal Claim should be dismissed either in whole or in part, and if so, (ii) providing notice to both parties about why dismissal was necessary or desirable, and (iii) referring the claim to the appropriate disciplinary authority for proceedings outside the jurisdiction of Title IX.
- ~~5.~~ Maintaining accurate records of all claims, reports, and referrals, and retaining investigation files, claims, reports, and referrals in compliance with the applicable records retention schedules or federal or state law, whichever is longer.
- ~~6.~~ Conducting investigations or assigning and overseeing investigations.
- ~~7.~~ Engaging in an interactive process with both parties to identify and provide supportive measures that ensure during the investigation and disciplinary processes that the parties have equitable access to education programs and activities and are protected from further discrimination or retaliation.
- ~~8.~~ Upon completion of an investigation, issuing or overseeing the issuance of a final investigation report to the parties and the appropriate disciplinary authority in compliance with this Grievance Procedure.
- ~~9.~~ Recommending non-disciplinary corrective measures to stop, remediate, and/or prevent recurrence of discriminatory conduct to disciplinary authorities and other Seattle Colleges administrators.

~~12.~~ **Advisors** can accompany parties at any time during the grievance process, at the party's discretion. They can be any individual chosen by the party including, but not limited to, a family member, teacher, friend, or attorney. Their role during the grievance process is limited to providing support, taking notes, and/or caucusing with the party if needed. During the Grievance Procedure, the advisor may be a union representative if the party is a represented member. ~~Note: advisors take on a larger role during a disciplinary hearing. Union representatives may not serve as advisors in this capacity; however, they may be present at any time during the disciplinary process.~~

C. Principles for Title IX Grievance Procedure

1. Respondent shall be presumed not responsible for the alleged conduct unless or until a determination of responsibility is reached after completion of the grievance investigation and disciplinary processes.
2. Before imposing discipline, the Seattle Colleges is responsible for gathering and presenting evidence to a neutral and unbiased decision maker establishing responsibility for a Title IX violation by a preponderance of the evidence.

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3. The Seattle Colleges shall treat both the ~~Claimant~~Complainant and Respondent equitably by providing ~~Claimant~~Complainant with remedies against Respondent who has been found responsible for Sexual Harassment through application of the institution's Title IX grievance and applicable Title IX disciplinary procedures and by providing Respondent with Title IX procedural safeguards contained in this Title IX Grievance Procedures and in the applicable Title IX disciplinary procedures.

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4. The investigator shall base investigation results on all relevant evidence, including both exculpatory and inculpatory evidence.

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5. Formal and informal resolutions will be pursued within reasonably prompt timeframes (usually within 90 days) with allowances for temporary delays and extensions for good cause shown. Grounds for temporary delay include, but are not limited to, campus closures, extraordinary disruptions to normal operations, and school breaks. Good cause supporting a request for an extension includes, but is not limited to, a party, a party's advisor, or a witness being unavailable, concurrent law enforcement activity, and the need for language assistance or accommodation of disabilities. Both parties will receive written notice of any temporary delay or extension for good cause with an explanation of why the action was necessary.

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6. A ~~Respondent~~student found responsible for engaging in Sexual Harassment may receive discipline up to and including dismissal from the Seattle Colleges. A description of other possible disciplinary sanctions and conditions that may be imposed against students can be found in WAC 132F-121-160.

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An employee found responsible for Sexual Harassment may receive discipline up to and including dismissal from employment. A description of possible disciplinary sanctions and conditions that may be imposed against employees can be found

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at: <http://resources.seattlecolleges.edu/intranet/getdocument.aspx?siteID=170&docID=1079&doctype=1079>.

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7. In proceedings against a student Respondent, the parties may appeal the Student Conduct Committee's ruling to the President pursuant to WAC 132F-121-170 and Supplemental Title IX Student Conduct Code Policy 375 Procedures, WAC 132F-121-270 through WAC 132F-121-350.

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In proceedings against an employee Respondent, the parties may appeal the Employee Disciplinary Decision to the Vice Chancellor for Human Resources pursuant to Procedure 421.

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8. Title IX Administrators may not require, allow, rely upon, or otherwise use questions or evidence that seeks disclosure of privileged communications, unless the privilege has been effectively waived by the holder. This provision applies, but is not limited to information subject to the following:

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~~1-0~~ Spousal/domestic partner privilege;

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~~2-1~~ Attorney-Client and attorney work product privileges;

~~3-2~~ Privileges applicable to members of the clergy and priests;

~~4-3~~ Privileges applicable to medical providers, mental health therapists, and counsellors;

~~5-4~~ Privileges applicable to sexual assault and domestic violence advocates; and

~~6-5~~ Other legal privileges identified in RCW 5.60.060.

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~~D. Title IX Administrators – Free from bias – Training requirements~~

D. TITLE IX ADMINISTRATORS – FREE FROM BIAS – TRAINING REQUIREMENTS

1. Title IX Administrators shall perform their duties free from bias or conflicts.

2. Title IX Administrators shall undergo training on the following topics:

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~~1-0~~ The definition of Sexual Harassment under these procedures,

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- 2-1. The scope of the Seattle Colleges' educational programs and activities,
 - 3-2. How to conduct an investigation,
 - 4-3. How to serve impartially without prejudgment of facts, conflicts of interest, or bias,
 - 5-4. Use of technology used during an investigation or hearing,
 - 6-5. The relevance of evidence and questions, and
 - 7-6. Effective report writing.
3. All Title IX Administrator training materials shall be available on the *Seattle Colleges'* Title IX webpage.

E. Filing a Claim FILING A CLAIM

Any employee, student, applicant, or visitor who believes that they have been the subject of Sexual Harassment should report the incident or incidents to the Seattle Colleges' Title IX Coordinators identified below for each campus. If the claim is against the Title IX Coordinator, the Claimant/Complainant should report the matter to the President's office for referral to an alternate designee.

Seattle College District College Office:

Associate Director, Human Resources
 Compliance Officer
 Title IX / EEO Coordinator
 Contact info: (206) 934-5428;
 1500 Harvard Avenue, Seattle, WA 98122, or
 Director, Legal Compliance
 Title IX / EEO Coordinator TitleIX.District@seattlecolleges.edu

Contact info: (206) 934-3873
 1500 Harvard Avenue, Seattle, WA 98122

Seattle Central College:

Human Resources Director
 Title IX / EEO Coordinator
TitleIX.District@seattlecolleges.edu

Contact info: (206) 934-4017
 1701 Broadway, Seattle, WA 98122

North Seattle College:

Human Resources Director
 Title IX / EEO Coordinator
TitleIX.District@seattlecolleges.edu

Contact info: (206) 934-4710
 9600 College Way North, Seattle, WA 98103

South Seattle College:

Human Resources Director
 Title IX / EEO Coordinator
TitleIX.District@seattlecolleges.edu

Contact info: (206) 934-6415
 6000 16th Avenue S.W., Seattle, WA 98106

Claims may be submitted in writing through Seattle Colleges' internal reporting system, Maxient, or orally. For impacted parties who wish to submit a written Claim, a formal Claim form is available online at <http://seattlecolleges.edu/HR/Claim>.

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Hardcopies of the Claim form are available at the following locations on campus or the District office:

- o Seattle District College Office
1500 Harvard Avenue, Seattle, WA 98122;
2nd Floor Reception Desk
- o Seattle Central College
1701 Broadway, Seattle, WA 98122
Student Services Office: Room BE4180
HR Office: BE4180
- o North Seattle College
9600 College Way North, Seattle, WA 98103
Student Services Office: 3NC2449A
HR Office: 3NC2261G
- o South Seattle College
6000 16th Avenue S.W., Seattle, WA 98106
Student Services Office: Room CC2354
HR Office: Room CC2160A
- o Georgetown Apprenticeship and Education Center
Main Office: 4GT100

All correspondence related to an investigation will be made first through the employees' or students' Seattle Colleges email account. Communications may also be made through hard copy as appropriate (visitors, applicants, etc.).

F. Confidentiality ~~CONFIDENTIALITY~~

1. The Seattle Colleges will seek to protect the privacy of the ~~Claimant~~ Complainant to the fullest extent possible, consistent with the legal obligation to investigate, take appropriate remedial and/or disciplinary action, and comply with the federal and state law, as well as *Seattle Colleges* policies and procedures. Although the *Seattle Colleges* will attempt to honor ~~Claimants' Complainant's'~~ requests for confidentiality, it cannot guarantee complete confidentiality. Determinations regarding how to handle requests for confidentiality will be made by the Title IX Coordinator.
2. The Title IX Coordinator will inform and attempt to obtain consent from the ~~Claimant~~ Complainant before commencing an investigation of alleged Sexual Harassment. If a ~~Claimant~~ Complainant asks that their name not be revealed to the Respondent or that the Seattle Colleges not investigate the allegation, the Title IX Coordinator will inform the ~~Claimant~~ Complainant that maintaining confidentiality may limit the *Seattle Colleges'* ability to fully respond to the ~~allegations~~ claims and that retaliation by the Respondent and/or others is prohibited. If the ~~Claimant~~ Complainant still insists that their name not be disclosed or that the *Seattle Colleges* not investigate, the Title IX Coordinator will determine whether the *Seattle Colleges* can honor the request and at the same time maintain a safe and nondiscriminatory environment for all members of the *Seattle Colleges* community, including the ~~Claimant~~ Complainant. Factors to be weighed during this determination may include, but are not limited to:
 1. The seriousness of the alleged Sexual Harassment;

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- 2-1 The age of the **Claimant/Complainant**;
- 3-2 Whether the Sexual Harassment was perpetrated with a weapon;
- 4-3 Whether the Respondent has a history of committing acts of Sexual Harassment or violence or has been the subject of other Sexual Harassment or violence claims or findings;
- 5-4 Whether the Respondent threatened to commit additional acts of Sexual Harassment or violence against the **Claimant/Complainant** or others; and
- 6-5 Whether relevant evidence about the alleged incident can be obtained through other means (e.g., security cameras, other witnesses, physical evidence).
- 3-2 If the Seattle Colleges is unable to honor a **Claimant's/Complainant's** request for confidentiality, the Title IX Coordinator will notify the **Claimant/Complainant** of the decision and **ensure that Claimant's/only disclose the Complainant's** identity **is disclosed only**, to the extent reasonably necessary to effectively conduct and complete the investigation in compliance with this Grievance Procedure.
- 4-3 If the Seattle Colleges decides not to conduct an investigation or take disciplinary action because of a request for confidentiality, the Title IX Coordinator will evaluate whether other measures are available to address the circumstances giving rise to the **claim/complaint** and prevent their recurrence, and implement such measures if reasonably feasible.

G. Claim Resolution/COMPLAINT RESOLUTION

The Title IX resolution processes are initiated when the Title IX Coordinator's Office receives a **claim/formal complaint** alleging that a Respondent(s) sexually harassed a **Claimant/Complainant** and requesting that the Seattle Colleges initiate an investigation (a Formal Claim). A Formal **Claim/Complaint** must be either submitted by the **Claimant/Complainant** or signed by the Title IX Coordinator on behalf of the **Claimant/Complainant** on a form designated by the District. At the Seattle Colleges, formal claims are submitted via an online platform (seattlecolleges.edu/reporting-forms). Formal **claims/complaints** submitted to the Title IX Coordinator may be resolved through either informal or formal resolution processes. The Seattle Colleges will not proceed with either resolution process without a Formal **Claim/Complaint**.

For purposes of this Title IX Grievance Procedure, the **Claimant/Complainant** must be participating in or attempting to participate in a Seattle Colleges education program or activity at the time the Formal **Claim/Complaint** is filed.

1. Informal Resolution:

Under appropriate circumstances and if the impacted and responding parties agree, they may voluntarily pursue informal resolution during the investigation of a concern. Informal resolution is not appropriate when the **allegations/claims** involve a mandatory reporting situation, an immediate threat to the health, safety, or welfare of a member of the Seattle Colleges community, or in cases where an employee is alleged to have sexually harassed a student.

If an informal resolution is appropriate, the **impacted party/Complainant** and the **responding party/Respondent** may explore remedies or resolution through:

- o Guided conversations or communications conducted by the Title IX coordinator / HRO representative or a mutually agreed upon third party;
- o Structured resolution process conducted by a trained mediator; or
- o Voluntarily agreed on alterations to either or both **of the parties'** work or class schedules or student housing arrangements.

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If the parties agree to an informal resolution process, the Seattle Colleges will commence the process within 10 days after the parties agree to this option and conclude within 30 days of beginning that process; subject to reasonable delays and extensions for good cause shown. The informal process is voluntary. Either the impacted Complainant or responding party Respondent may withdraw from the informal resolution process at any time, at which point the formal investigation process will resume.

If the impacted Complainant and responding party Respondent voluntarily resolve a report, the Seattle Colleges will record the terms of the resolution in a written agreement signed by both parties and provide written notice to both parties that the report has been closed.

2. Formal Resolution

Formal resolution means that the Claimant's allegations Complainant's claims of Sexual Harassment will be subjected to a formal investigation by an impartial and unbiased investigator. The investigator will issue a report of the investigation findings. Upon completion of the investigation, the investigator will submit the final investigation report to the appropriate disciplinary authority to determine whether disciplinary proceedings are warranted.

H. Emergency Removal EMERGENCY REMOVAL

If a student Respondent poses an immediate threat to the health and safety of the College Community or an immediate threat of significant disruption to Seattle Colleges operations, the Seattle Colleges' student conduct officer may summarily suspend a Respondent pursuant to WAC 132F-121-250, pending final resolution of the allegations claims. Nothing in this Grievance Procedure prohibits the Seattle Colleges from placing non-student nonstudent employees on administrative leave pending final resolution of the allegations claims.

I. Investigation Notices INVESTIGATION NOTICES

Upon receiving a Formal Claim Complaint and determining that allegations complaint comport with Title IX claims, the Seattle Colleges will provide the parties with the following notices containing the following information:

1. Notice of formal and informal resolution processes. A description of the Seattle Colleges' grievance resolution procedures, including the informal resolution procedure.
2. The investigator will serve the Respondent and the Claimant Complainant with a Notice of Investigation in advance of the initial interview with the Respondent to allow the Respondent sufficient time to prepare a response to the allegations claims and to inform the Claimant Complainant that the Seattle Colleges has commenced an investigation. The investigation notice will:
 - 1-a. Include the identities of the parties (if known), a description of the conduct alleged constituting Title IX Sexual Harassment, and the time and location of the incident (if known).
 - 2-b. Confirm that the Respondent is presumed not responsible for the alleged conduct and that the Seattle Colleges will not make a final determination of responsibility until after the grievance and disciplinary processes have been completed.
 - 3-c. Inform parties that they are both entitled to have an advisor of their own choosing, who may be an attorney.
 - 4-d. Inform parties they have a right to review and inspect evidence.

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5-c. Inform parties about student conduct code provisions and employment policies that prohibit students and employees from knowingly submitting false information during the grievance and disciplinary processes.

3. Amended investigation notice. If during the course of the investigation, the Seattle Colleges decides to investigate Title IX Sexual Harassment allegations/claims about the Claimant/Complainant or Respondent that are not included in the investigation notice, the *Seattle Colleges* will issue an amended notice of investigation to both parties that includes this additional information.
4. Interview and meeting notices. Before any interviewing or meeting with a party about Title IX allegations/claims, the *Seattle Colleges* shall provide the party at least 48 hours in advance with a written notice identifying the date, time, location, participants, and purpose of the interview or meeting with sufficient time for the party to prepare for the interview or meeting.

J. Investigation Process – Dismissal

J. INVESTIGATION PROCESS - DISMISSAL

1. Mandatory dismissal. The Title IX Coordinator will dismiss the Title IX allegations/claims, if during the course of a formal investigation under the Title IX Grievance Process, the investigator determines that the alleged misconduct in the Formal Claim:
 - 1-a. Does not meet the definition of Sexual Harassment under Title IX, even if proved; or
 - 2-b. Did not occur in the context of a College Education Program or Activity; or
 - 3-c. Occurred outside the United States.
2. Discretionary dismissal. The *Seattle Colleges* Title IX Coordinator may dismiss a Title IX claim in whole or in part, if:
 - 1-a. The Claimant/Complainant notifies the Title IX Coordinator in writing that they would like to withdraw the Formal Claim in whole or in part;
 - 2-b. Respondent is no longer enrolled with or employed by the *Seattle Colleges*; or
 - 3-c. Specific circumstances prevent the *Seattle Colleges* from gathering evidence sufficient to complete the investigation of the Title IX allegations/claims in whole or in part.
3. The Title IX Coordinator will provide both parties written notice if Title IX allegations are dismissed with an explanation for the dismissal/claims are dismissed with an explanation for the dismissal. Either party may appeal the dismissal of a formal complaint to pursuant either the disciplinary appeal processes applicable to employee respondents in Seattle Colleges Procedure 421 or the disciplinary appeal procedure applicable to student respondents in the Seattle College Student Conduct Code, WAC 132F-121-350.
4. Mandatory or discretionary dismissal of a Title IX claim does not preclude the *Seattle Colleges* from investigating and pursuing discipline based on allegations/claims that a Respondent violated other federal or state laws and regulations, *Seattle Colleges* conduct policies, and/or other codes and contractual provisions governing student and employee conduct.

K. Investigation Process – Consolidation of Formal Claims

K. INVESTIGATION PROCESS – CONSOLIDATION OF FORMAL CLAIMS

When multiple Sexual Harassment allegations by or against different parties arise out of the same facts or circumstances, the *Seattle Colleges* may consolidate the investigation of Formal Claims, provided

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consolidation can be accomplished in compliance with confidentiality protections imposed by the Family Educational Records and Privacy Act (FERPA). This includes instances in which Claimant/Complainant and Respondent have lodged Formal Claims against one another or when allegations/claims of sexual assault are lodged by a single Claimant/Complainant against multiple Respondents, or when multiple Claimants/Complainants lodge sexual assault claims against single or multiple Respondents.

L. Investigation Process – Required Procedures

L. INVESTIGATION PROCESS – REQUIRED PROCEDURES

During the investigation, the Investigator:

1. Will provide the parties with equal opportunity to present relevant statements, and other evidence in the form of fact or expert witnesses and inculpatory or exculpatory evidence.
2. Will not restrict the ability of either party to discuss the allegations under investigation or gather and present relevant evidence, except when a no contact order has been imposed based on an individualized and fact specific determination that a party poses a threat to the health, safety, or welfare of another party and/or witnesses or when contact with a party and/or witness is prohibited by court order. A Seattle Colleges-imposed no contact shall be no broader than is necessary to protect the threatened party or witness and must provide the impacted party or their advisor with alternative means of gathering and presenting relevant evidence from the protected witness and/or party.
3. Will allow each party to be accompanied by an advisor of their choosing, who may be an attorney, to any grievance related meeting or interview. Advisors' roles during the investigation meetings or interviews will be limited to providing support and advice to the party. Advisors will not represent or otherwise advocate on behalf of the parties during the investigation process. An attorney representing a party must enter a notice of appearance with the Title IX Coordinator and the Investigator at least five (5) days before the initial interview or meeting they plan to attend, so that the Seattle Colleges can secure its own legal representation, if necessary.
4. The investigator will provide both parties and their respective advisors with an equal opportunity to review the draft investigation report and to inspect and review any evidence obtained during the investigation that is directly related to the allegations/claims raised in the Formal Claim, including inculpatory or exculpatory evidence, regardless of its source, as well as evidence upon which the investigator does not intend to rely in the final investigation report. After disclosure, each party will receive ten (10) days in which to submit a written response, which the investigator will consider prior to completion of the investigation report. If a party fails to submit a written response within ten (10) days, the party will be deemed to have waived their right to submit comments and the investigator will finalize the report without this information.
5. The investigator will forward the final report to the Title IX Coordinator, who will distribute the report and evidence to the parties, as well as the disciplinary authority responsible for determining whether pursuing disciplinary action is warranted.

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~~TITLE IX EMPLOYEE DISCIPLINARY HEARING PROCEDURE~~

~~1. Order of Precedence~~

ORDER OF PRECEDENCE

This supplemental employee discipline procedure applies to ~~allegations~~ claims of Sexual Harassment subject to Title IX jurisdiction pursuant to regulations promulgated by the United States Department of Education. See 34 C.F.R. § 106. Disciplinary proceedings against an employee respondent alleged to have engaged in sexual harassment in violation of Title IX shall be governed by District Policy ~~421~~ 283, and this supplemental hearing procedure. To the extent ~~the~~ this supplemental hearing procedure conflicts with provisions set forth in applicable employment contracts, collective bargaining agreements, employee handbooks, and other *Seattle Colleges* employment policies and procedures, this supplemental hearing procedure will take precedence.

Notwithstanding the foregoing, if Respondent is a tenured or probationary faculty member and the Title IX Coordinator determines that the ~~allegations~~ claims in the investigation, if true, would warrant Respondent's dismissal from the College, the Title IX Coordinator will refer the matter to the Tenure Dismissal Committee for a hearing pursuant to RCW 28B.50.863 and applicable procedures set forth in the faculty union Collective Bargaining Agreement (CBA). To the extent the Tenure Dismissal Committee procedures are inconsistent or in conflict with Sections II through VII of this Supplemental Procedure, those Supplemental Procedure sections will prevail. At the end of the hearing, the Tenure Dismissal Committee will issue a Recommendation consistent with the provisions set forth in Section VIII. ~~Claimant~~ The Complainant shall have the same right to appear and participate in the proceedings as the Respondent, including the right to present their position on the Recommendation to the Title IX Coordinator before final action is taken.

~~2.1 Prohibited Conduct Under Title IX~~

Pursuant to Title IX of the Education Act Amendments of 1972, 20 U.S.C. §1681, the *Seattle Colleges* may impose disciplinary sanctions against an employee who commits, attempts to commit, or aids, abets, incites, encourages, or assists another person to commit, an act(s) of "sexual harassment."

For purposes of ~~this supplemental procedure~~, "these Title IX Grievance Procedures, Sexual Harassment" ~~encompasses~~ occurs when a Respondent engages in the following discriminatory conduct on the basis of sex:

- ~~1. Quid pro quo harassment. A~~ Pro Quo Harassment occurs when a ~~Seattle Colleges- employee~~ conditioning or student employee in a position of real or perceived authority conditions the provision of an aid, benefit, or service of the ~~Seattle Colleges-~~ on an individual's participation in unwelcome sexual conduct.
- ~~2. Hostile environment. Unwelcome~~ Environment occurs when a respondent's conduct ~~that a reasonable person would find to be so severe, pervasive, and is~~ objectively offensive and sufficiently severe, persistent, and/or pervasive that it ~~effectively denies a person equal access to the Seattle Colleges-~~ has the effect of altering the terms or

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conditions of employment or substantially limiting the ability of a student to participate in or benefit from the College's educational and/or social programs or activities, or employment, and/or student housing.

3. Sexual Violence is a type of sexual discrimination and harassment, which includes nonconsensual sexual intercourse, non-consensual sexual contact, domestic violence, dating violence, and stalking are all types of sexual violence.

See below:

3-a. Sexual assault. Sexual assault includes the following conduct:

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

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

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

4-iv. Statutory rape. Consensual ~~sexual~~ intercourse between ~~someone~~ person who is eighteen (18) years of age or older, and ~~someone~~ person who is under the age of sixteen (16).

4-v. Domestic violence. Physical violence, bodily injury, assault, the infliction of fear of imminent physical harm, sexual assault, or stalking committed by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the State of Washington, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the State of Washington, RCW 26.50.010.

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

- 1. The length of the relationship;**
- 2. The type of relationship; and**
- 3. The frequency of interaction between the persons involved in the relationship.**

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vii. Stalking. Engaging in a course of conduct directed at a specific person that would cause a reasonable person to (i) fear for their safety or the safety of others; or (ii) suffer substantial emotional distress.

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

1. The length of the relationship;
2. The type of relationship; and
3. The frequency of interaction between the persons involved in the relationship.

6. Stalking. Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others, or suffer substantial emotional distress.

3.2 Title IX Jurisdiction

1.0. This supplemental procedure applies only if the alleged misconduct:

- 1.0. Occurred in the United States;
- 2.1. Occurred during a *Seattle Colleges* educational program or activity; and
- 3.2. Meets the definition of Sexual Harassment as that term is defined in this supplemental procedure.

2.1. For purposes of this supplemental procedure, an “educational program or activity” is defined as locations, events, or circumstances over which the *Seattle Colleges* exercised substantial control over both the Respondent and the context in which the alleged Sexual Harassment occurred. This definition includes any building owned or controlled by a student organization that is officially recognized by the *Seattle Colleges*.

3.2. Proceedings under this supplemental procedure must be dismissed if the Title IX Coordinator determines that one or all of the requirements of Section A (1)-(3) have not been met. Dismissal under this supplemental procedure does not prohibit the *Seattle Colleges* from pursuing disciplinary action against a Respondent based on allegationsclaims that the Respondent engaged in other misconduct prohibited by federal or state law, employment contracts or handbooks, or other *Seattle Colleges* policies.

4.3. If the Title IX CoordinatorDisciplinary Officer determines the facts in the investigation report are not sufficient to support Title IX jurisdiction and/or pursuit of a Title IX violation, the Title IX Coordinator will issue a notice of dismissal in whole or part to both parties explaining why some or all of the Title IX claims have been dismissed.

4.3 Initiation of Discipline

1. Upon receiving the Title IX investigation report from the Title IX Investigator, the Title IX CoordinatorDisciplinary Officer, appointed by the Chancellor or designee will independently review the report to determine whether there are sufficient grounds to pursue a disciplinary action against the Respondent for engaging in prohibited conduct under Title IX.
2. If the Title IX CoordinatorDisciplinary Officer determines that there are sufficient grounds to proceed under these supplemental procedures, the Title IX Coordinator will initiate a Title IX disciplinary proceeding by filing a written disciplinary notice with

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the ~~hearing panel and~~ Hearing Officer, by serving the notice on the Respondent and the Claimant/Complainant, and their respective advisors. The notice must:

- 1-0 Set forth the basis for Title IX jurisdiction;
- 2-1 Identify the alleged Title IX violation(s);
- 3-2 Set forth the facts underlying the allegation claim(s);
- 4-3 Identify the range of possible sanctions that may be imposed if the Respondent is found responsible for the alleged violation(s);
- 5-4 Explain that each Party is entitled to be accompanied by an Advisor of their own choosing during the hearing and that:
 - 1-0 Advisors will be responsible for questioning all witnesses on the Party's behalf;
 - 2-1 An Advisor may be an attorney or any non-union person of the party's choice. Any member represented by a union may request union representation at the hearing in accordance with section VI.d.;
 - 3-2 The Seattle Colleges Title IX Investigator will appoint the Party an Advisor of the Seattle Colleges' choosing at no cost to the Party, if the Party fails to choose an Advisor; and
 - 6-5 Explain that if a Party fails to appear at the hearing, a decision of responsibility may be made in the Party's absence.

3. The hearing will be conducted by an Administrative Law Judge appointed by the Office of Administrative Hearings or someone with similar credentials and expertise.

3-0 Service of the disciplinary notice or any other document required to be served under this supplemental procedure may be done personally or by first class, registered, or certified mail, or by electronic mail to the Party's Seattle Colleges email address.

5-4 Pre-Hearing Procedure

1-0 Upon receiving the disciplinary notice, the ~~hearing panel~~ Hearing Officer will send a hearing notice to all parties in compliance with WAC 10-08-040. Pursuant to Policy 421.283, the hearing date may not be scheduled less than ten (10) days after the Title IX Coordinator provided the Final Investigation Report to the Parties. Seattle Colleges may, at its discretion, contract with an Administrative Law Judge or someone with similar credentials and expertise to conduct the hearing on behalf of or in lieu of the Hearing Officer.

2-1 A Party is entitled to be accompanied by an Advisor of their choice during the disciplinary process at the party's own expense. The Advisor may be an attorney. At any time during the disciplinary process, if the party is a represented employee, the party may have a union representative present.

1-0 If the Advisor is an attorney, the Advisor must file a notice of appearance with the ~~hearing panel~~ Hearing Officer with copies to all parties and the Title IX Coordinator at least five (5) days before the hearing. If a notice of appearance is not filed within this timeframe, the Party will be deemed to have waived their right to have an attorney as an Advisor.

3-2 In preparation for the hearing, the Parties will have equal access to all evidence gathered by the investigator during the investigation, regardless of whether the Seattle Colleges intends to offer the evidence at the hearing.

6-5 Rights of Parties

1-0 The provisions of this supplemental procedure shall apply equally to both/all parties.

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~~2-1~~ The *Seattle Colleges* bears the burden of offering and presenting sufficient testimony and evidence to establish that the Respondent is responsible for a Title IX violation by a preponderance of the evidence.

~~3-2~~ The Respondent will be presumed not responsible until such time as the disciplinary process has been finally resolved.

~~4-3~~ During the hearing, ~~each Party~~ *the Complainant and Responding party* shall ~~each~~ be represented by ~~an~~ *their own* Advisor. The ~~Parties~~ *Complainant and Responding party* are entitled to an Advisor of their own choosing and the Advisor may be an attorney. If a party does not choose an Advisor, then the Title IX Coordinator will appoint an Advisor of the *Seattle Colleges'* choosing on the Party's behalf at no expense to the Party. *The advisor may be a union representative.* A party may choose to have ~~both~~ an Advisor and a union representative present at the ~~hearing~~ *hearing, but in such a case, the union representative role will be limited to being an observer.*

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~~7-6~~ Evidence

The introduction and consideration of evidence during the hearing is subject to the following procedures and restrictions:

~~1-0~~ Relevance: The Committee Chair shall review all questions for relevance and shall explain on the record their reasons for excluding any question based on lack of relevance.

~~2-1~~ Relevance means that information elicited by the question makes a fact is dispute more or less likely to be true.

~~3-2~~ Questions or evidence about a ~~Claimant's~~ *Complainant's* sexual predisposition or prior sexual behavior are not relevant and must be excluded, unless such question or evidence:

~~1-0~~ Is asked or offered to prove someone other than the Respondent committed the alleged misconduct; or

~~2-1~~ Concerns specific incidents of prior sexual behavior between the ~~Claimant~~ *Complainant* and the Respondent, which are asked or offered on the issue of consent.

~~4- Cross-examination required: If a Party or witness does not submit to cross-examination during the live hearing, the hearing panel must not rely on any statement by that Party or witness in reaching a determination of responsibility.~~

~~5-3~~ No negative inference: The ~~hearing panel~~ *Hearing Officer* may not make an inference regarding responsibility solely on a witness's or party's absence from the hearing or refusal to answer questions.

~~6-4~~ Privileged evidence: The ~~hearing panel~~ *Hearing Officer* shall not consider legally privileged information unless the holder has effectively waived the privilege. Privileged information includes, but is not limited to, information protected by the following:

~~1-0~~ Spousal/domestic partner privilege;

~~2-1~~ Attorney-Client and attorney work product privileges;

~~3-2~~ Privileges applicable to members of the clergy and priests;

~~4-3~~ Privileges applicable to medical providers, mental health therapists, and counsellors;

~~5-4~~ Privileges applicable to sexual assault and domestic violence advocates; and

6-5. Other legal privileges identified in RCW 5.60.060.

8-7. Initial Order

1-0. The hearing panel/Hearing Officer will be responsible for drafting an Initial Order that:

- 1-0. Identifies the allegations/claims of sexual harassment;
- 2-1. Describes the grievance and disciplinary procedures, starting with filing of the formal claim through the determination of responsibility, including notices to parties, interviews with witnesses and parties, site visits, methods used to gather evidence, and hearings held;
- 3-2. Makes findings of fact supporting the determination of responsibility;
- 4-3. Reaches conclusions as to whether the facts establish whether the Respondent is responsible for engaging in Sexual Harassment in violation of Title IX;
- 5-4. Contains a statement of, and rationale for, the Committee's determination of responsibility for each allegation/claim;
- 6-5. Describes any disciplinary sanction or conditions imposed against the Respondent, if any;
- 7-6. Describes to what extent, if any, Claimant/Complainant is entitled to remedies designed to restore or preserve Claimant's/Complainant's equal access to the Seattle Colleges' education programs or activities; and
- 8-7. Describes the process for appealing the Initial Order to the Seattle Colleges President.

2-1. The hearing panel will serve the Initial Order will be served on the Parties simultaneously.

9-8. Post Hearing Appeals

1. The A. All Parties, including the Disciplinary Officer in their capacity as a representative of the District, have the right to appeal from the determination of responsibility and/or from a Title IX dismissal, in whole or part, of a formal claim, as set forth in the Initial Order. Appeals shall be submitted in writing to the Vice Chancellor for Human Resources or the Vice Chancellor's delegate within ten (10) calendar days of receiving the decision. Appeals are limited to the following grounds:

- 1. A procedural error or omission occurred that significantly impacted the outcome of the hearing (e.g., substantiated bias, material deviation from established procedures)-Title IX.
- 2. To consider new evidence, unknown or unavailable during the original investigation, that could substantially impact the original finding or sanction. A summary of the new evidence and its potential impact or disciplinary hearing. Appeals must be included in writing and filed with the Appeals Officer within twenty-one (21) calendar days of service of the initial order or notice of dismissal. Appeals must identify the specific findings of fact and/or conclusions of law in the submitted initial order or dismissal being challenged and must contain argument as to why the appeal request.
- 3. Title IX personnel had a conflict of interest or bias that affected the outcome of the matter.

2. If no should be granted. Failure to file a timely appeal is received within ten (10) calendar days, the decision becomes constitutes a waiver of the right to appeal and the initial order or dismissal shall be deemed final. If an appeal is received, the individual

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handling the appeal shall respond within 21 calendar days. Both parties will be informed if an appeal has been filed. The request shall either be denied or, if found to have merit, an amended decision can be issued.

The Vice Chancellor's Office B. A Vice Chancellor will serve as the Appeals Officer. Upon receiving a timely appeal, the Appeal Officer will serve a copy of the appeal to all non-appealing parties, who will have ten (10) days from the date of service to submit written responses to the Appeals Office addressing issues raised in the appeal. Failure to file a timely response constitutes a waiver of the right to participate in the appeal. Upon receipt of written responses, if any, the Appeals Officer shall serve copies of the responses to the appealing party.

C. The appealing party shall have five (5) days from the date of service to submit a written reply addressing issues raised in the responses to the Appeals Officer.

D. The Appeal Officer, based on their review of the parties' submissions and the hearing or investigative record, will determine whether the grounds for appeal have merit, provide the rationale for this conclusion, and state whether a dismissal is affirmed or reversed, or if the disciplinary sanctions and conditions imposed in the Initial Order should be affirmed, vacated, or amended, and, if amended, set forth the new disciplinary sanctions and conditions.

3. E. The Appeals Officer shall serve the Final Decision on the parties simultaneously.

4. F. All decisions reached through this process are final and ~~no further appeal is available~~ may be judicially appealed pursuant to applicable provisions of RCW 34.05, including, but not limited to, the timelines set forth in RCW 34.05.542. No decisions or recommendations arising from this disciplinary procedure will be subject to grievance pursuant to any Collective Bargaining Agreement.

⁴ If a represented party chooses to have a union representative and an Advisor present at the hearing, only the Advisor may participate in the hearing.

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[Seattle District College Policy](#)

Policy NUMBER: 451

TITLE: Workplace Violence / ~~Hostile Work Environment~~

The Seattle ~~College~~ District ~~College~~ is committed to its ~~employee's~~ ~~employees'~~ safety and health. As such, workplace violence ~~or a hostile work environment, which includes threatening behavior, and verbal and physical assaults,~~ will not be tolerated at the District.

~~The institution defines workplace violence to include verbal threats, threatening behavior or physical assaults occurring in the workplace by a stranger, customer, client or co-worker.~~

~~The institution defines hostile work environment to include behavior that is:~~

- ~~Sexual in nature or occurs because of the person's gender; and~~
- ~~Offensive to a reasonable individual; and~~
- ~~Severe or pervasive enough to adversely affect the person's work environment.~~

Seattle ~~College~~ District ~~College~~ will make reasonable efforts to see that all ~~members of the college community, including but not limited to~~ employees, ~~visitors, or guests to the college~~ adhere to practices ~~that are~~ designed to make the workplace safe and secure.

~~Employees~~ ~~Members of the college community~~ are encouraged to ~~come forward with their~~ ~~report~~ concerns ~~or complaints~~ about workplace violence ~~or a hostile work environment~~ ~~to the Administration, as well as appropriate law enforcement agencies~~. Immediate and appropriate action, as described in the ~~complaint~~ ~~accompanying~~ procedure, will be taken to ~~investigate and~~ resolve ~~complaints~~ ~~workplace violence concerns~~. Retaliation against any individual for making a ~~complaint~~ ~~claim~~ or cooperating in ~~an~~ ~~workplace~~ investigation ~~involving allegations of workplace violence is prohibited~~. ~~Employees found responsible for engaging in workplace violence or retaliation in violation of this policy, shall be subject to discipline up to and including termination of employment.~~

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Seattle District College Procedure

Procedure NUMBER: 451

TITLE: Seattle District College Workplace Violence Claim Procedure

A. Introduction:

This procedure implements Seattle District College Policy 451, which prohibits workplace violence. Members of the college community who believe they have been subject to or are at risk from workplace violence should report their concerns directly to Human Resources or the Director of Campus Security. Individuals with any concerns about their immediate safety should call 911 and then call the campus safety office. Police officers can ensure your immediate safety and help to gather and preserve evidence for a criminal case.

Claims may be submitted in writing through Seattle Colleges' internal reporting system Maxient, or orally. For parties who wish to submit a written claim, a claim form is available online: <https://www.seattlecolleges.edu/administration/human-resources/discrimination-and-harassment-statement/reportingclaim-forms>.

Hardcopies of the claim form are available at the following locations on campus or the District office:

- o Seattle District College Office
1500 Harvard Avenue, Seattle, WA 98122;
2nd Floor Reception Desk
(206) 934-3873

- o Seattle Central College
1701 Broadway, Seattle, WA 98122
Student Services Office: Room BE4180
HR Office: BE4180
206) 934-4017

- o North Seattle College
9600 College Way North, Seattle, WA 98103
Student Services Office: 3NC2449A
HR Office: 3NC2261G
(206) 934-4710

- o South Seattle College
6000 16th Avenue S.W., Seattle, WA 98106
Student Services Office: Room CC2354
HR Office: Room CC2160A
(206) 934-6415

- o [Georgetown Apprenticeship and Education Center](#)
[Main Office: 4GT100](#)
[\(206\) 934-6415](#)

B. Definitions:

Workplace Violence: Any verbal assault, threatening behavior, or physical assault occurring in or arising from the worksite, as cited in the Washington State Department of Labor & Industries Division of Occupational Safety and Health.

The definition of workplace violence includes the following conduct:

- A. Threatening behavior – any display of force that the perpetrator knows or reasonably should have known would cause a reasonable person to fear or expect physical injury.
- B. Verbal or written threat – any expression not otherwise protected by law that expresses an intent to inflict physical injury or harm to another or the property of another.
- C. Physical assault – hitting, shoving, pushing, kicking, throwing objects or other unwanted physical contact that the perpetrator knows or reasonably should have known would intimidate or cause physical injury or harm to another.

C. WHO MAY FILE A CLAIM ABOUT Workplace Violence:

Any member of the Seattle District College may file a claim of workplace violence. Claims may be submitted in writing or verbally. The Seattle District College encourages the timely reporting of any incidents of workplace violence.

D. CRIMINAL CLAIMS

Conduct that constitutes workplace violence may also be, or occur in conjunction with, criminal conduct. Criminal claims may be filed with the applicable law enforcement authorities.

The College will ~~not be tolerated~~ proceed with an investigation of workplace violence claims regardless of whether the underlying conduct is subject to civil or criminal prosecution.

Call 911 in case of emergency.

Campus Security Offices

North Seattle College: CC 1252, 206.934.3636

Seattle Central College: BE 1108, 206.934.5442

Seigal Center: BE 1108, 206.934.5442

Wood Technology Center: 206.934.5442

Health Education Center: 206-255-3974 / 206.934.5442. Security officers usually sit at a table just inside the main entrance on the south side of the Pacific Tower Building.

Seattle Maritime Academy: 206.934.5442

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[South Seattle College: RSB62A, 206.934.5157](#)
[Georgetown Apprenticeship and Education Center: C102, 206.354.6185](#)

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Seattle District College Policy

Policy NUMBER: 481

TITLE: Mandatory Reporting of Child and Vulnerable Adult Abuse and Neglect

I. Policy

It is the policy of Seattle District Colleges that all District Employees shall report suspected abuse or neglect of a child (under the age of 18) or a vulnerable adult immediately and in no event later than 48 hours (about 2 days) after having reasonable cause to believe the child or vulnerable adult has suffered abuse or neglect. Employees shall follow the reporting process set forth in the procedures created to effectuate this policy.

Procedure NUMBER: 481

TITLE: Procedure for Mandatory Reporting of Child and Vulnerable Adult Abuse and Neglect

I. Purpose

This procedure implements District’s Mandatory Reporting Policy for Abuse and Neglect of Children and Vulnerable Adults, which protects the safety of all minor children and vulnerable adults participating in District programs and activities and is in accordance with [Chapter 26.44 RCW](#), Abuse of Children Law; [RCW 26B.10.846](#), Report of Child Abuse or Neglect – Reporting Responsibilities; [RCW 9A.16.100](#), Use of Force on Children – Policy – Actions Presumed Unreasonable; and RCW 74.34 Abuse of Vulnerable Adults.

I. Child Abuse and Neglect Reporting Process

A. Where to Direct a Report

All District employees who have reasonable cause to believe that a child (under the age of 18) or vulnerable adult has been subject to abuse or neglect must report the abuse or neglect immediately, and in no event later than 48 hours (2 days), to the appropriate Human Resources Director for your campus below. The report can be made in person, or by reporting to Maxient (<https://www.seattlecolleges.edu/administration/human-resources/discrimination-and-harassment-statement/reportingclaim-forms>). The Human Resources Director will immediately report the incident to the proper law enforcement agency or the [Department of Children, Youth & Families](#). After-hours reports should be submitted to Maxient and/or to the appropriate Campus Security Office listed below.

Call 911 in case of emergency.

Campus Security Offices

North Seattle College: CC 1252, 206.934.3636

Seattle Central College: BE 1108, 206.934.5442

Seigal Center: BE 1108, 206.934.5442

Wood Technology Center: 206.934.5442

Health Education Center: 206-255-3974 / 206.934.5442. Security officers usually sit at a table just inside the main entrance on the south side of the Pacific Tower Building.

Seattle Maritime Academy: 206.934.5442

South Seattle College: RSB62A, 206.934.5157

Georgetown Apprenticeship and Education Center: C102, 206.354.6185

B. What to Include in a Report

The report to your campus Human Resources should include as much detail as possible, such as:

1. The child’s or vulnerable adult’s age, name, address, and other contact information;
2. The name, address and other contact information of the child’s or vulnerable adult’s parents, guardians, or other persons who have custody of the individual.
3. The nature and extent of the alleged:
 - a. Injury or injuries,
 - b. Neglect, or
 - c. Abuse;

4. Any evidence of previous injuries, including their nature and extent;
5. Any other information that may help to establish the cause of the individual's injury or injuries; and
6. The identity of and contact information for the alleged perpetrator(s).

The reporting requirement does not apply to the discovery of abuse or neglect that occurred during childhood if it is discovered after the child becomes an adult. However, if there is reasonable cause to believe other children are or may be at risk of abuse or neglect by the alleged perpetrator, the reporting requirement does apply, and the employee must make a report.

C. Policy Communication

Seattle District Colleges will communicate this policy to all employees on an annual basis to ensure they have knowledge of their reporting responsibilities. Notice of these requirements will be posted in conspicuous locations where similar workplace notices are customarily posted.

D. Immunity from Liability

Any person who takes part in reporting alleged child or vulnerable adult abuse or neglect in good faith will be immune from legal liability that arises from such reporting. A person who, in good faith, cooperates in an investigation of a report of child or vulnerable adult abuse or neglect, shall not be subject to civil liability that arises from their cooperation.

However, a person who, intentionally and in bad faith, knowingly makes a false report of alleged abuse or neglect or fails to report the alleged abuse or neglect may be guilty of a misdemeanor and may be subject to disciplinary action up to and including dismissal from the District.

E. Reporting Guidance

The College's Human Resource Directors (North, Central, South, District) have been designated to receive reports and provide guidance on employees' reporting obligations. The Human Resources Director of each campus may designate another Human Resource Services employee to perform this role in the event of the Director's absence. For assistance, contact [Seattle District Colleges Human Resources](#). See [RCW 26.44.030](#) for more information.

Individuals with any concerns about immediate safety should call 911 and then call the campus safety office. If a crime may have occurred, report that crime to the police. Police officers can ensure immediate safety and to locate and preserve evidence.

IV. Definitions and Limitations

The following definitions apply to the terms used in this policy:

Abuse or neglect

Sexual abuse, sexual exploitation, or injury of a child by anyone under circumstances that cause harm to the child's health, welfare, or safety, excluding conduct permitted under [RCW 9A.16.100](#); or the negligent treatment or maltreatment of a child by a person responsible for or who provides care to the child.

Child

An individual under the age 18.

Vulnerable Adult

A person 60 years of age or older with functional, physical, or mental inability to care for self; or

- An adult 18 years of age or older who: Has a developmental disability; or
- Has a guardian as per [RCW 11.88](#); or
- Lives in a nursing facility, boarding home, adult family home, or soldier's home, residential habilitation center, or any facility licensed or required to be licensed by the Department of Social and Health Services (DSHS); or
- Receives in-home services through a licensed health care agency, hospice, or an individual provider; or
- Self-directs his/her own care
(See [RCW 74.39.050](#)).

Law enforcement agency

The police department, the prosecuting attorney, the State Patrol, or the office of the sheriff.

Reasonable cause

Knowledge based on having witnessed or received a credible written or oral report alleging abuse, including sexual contact, or neglect of a child or vulnerable adult.

Responsible Employee: All District employees (faculty, staff, student employees and administrators) are designated as "responsible employees."



SEATTLE CENTRAL COLLEGE

Associated Student Council

MEMORANDUM

TO: Board of Trustees, Seattle Colleges

FROM: Associated Student Council (ASC), Seattle Central College

DATE: March 9, 2023

SUBJECT: March Report to the Board of Trustees

S&A Budget Hearings Concluded – ASC S&A Committee

The Student and Activities (S&A) Fee Committee, chaired by the ASC Executive of Finance, has concluded budget hearings for the budget-year 2023-24. The budget allocations will be presented to the Associated Student Council board meeting on March 6th and will undergo rigorous questioning by the council members and satellite campus representatives.

Some On Campus Programming Returns:

Opening Reception: Black Storytelling in Graphic Novels

To celebrate Black History Month, the M. Rosetta Hunter Art Gallery hosted a storytelling event on February 9th, from 4:00pm to 6:00pm in the Art Gallery. The Seattle Central College community honored Black History Month with Black Storytelling in Graphic Novels, including the work of James Spooner, the creator of *The High Desert: Black. Punk. Nowhere.* & Director of the iconic documentary *Afro-Punk.* Students and faculty were excited to hear James's insightful stories, which helped them gain a deeper understanding of Black history. The event was a resounding success and marked an excellent start of Black History Month. There is also an exhibit which runs from February 1st to March 1st.

Day of Remembrance: Japanese American Incarceration

Student Leadership organized a hybrid event to remember the history of Japanese American Incarceration on February 17th, from 12pm to 1:30 pm. Author Ken Mochizuki and illustrator Kiku Hughes joined us with their book “Those Who Helped Us” to share the stories of the communities that helped Japanese American in their time of need. Around 80 people attended, and everyone was thrilled to share solidarity across communities in the past, present and future.

Women’s History Month

Throughout the month of March, the Office of Equity, Diversity, and Inclusion will partner with Student Leadership to facilitate multiple events to honor all the great women who have made contributions to gender equality. Several events including International Woman’s Day event will be hosted to celebrate the social, economic, cultural, and political achievements of women.

Yoga at the MAC

The Mitchell Activity Center is organizing an in-person Beginning Power Yoga class for students, faculty and staff. It is completely free to MAC members, and it happens every Mondays and Wednesdays, from 12pm-1pm. Students can relax themselves from schoolwork during Yoga and make some new friends during the class.

MEMORANDUM

TO: Board of Trustees
Seattle Colleges

FROM: **Ana Chamale**
President, United Student Association
South Seattle College

DATE: March 9, 2023

SUBJECT: United Student Association (USA) Report – INFORMATION ONLY

STATE-WIDE LEGISLATIVE ADVOCACY DAYS FEBRUARY 2 & 8 , 2023

Officer Ahmed Gumale organized two Zoom meetings for South students to discuss current issues with Senator Joe Nguyen and Representative Joe Fitzgibbons. We discussed a variety of issues including textbook affordability, campus mental health resources, financial assistance for CTC students, and childcare assistance. We obtained support and felt heard from Senator Joe Nguyen's assistant. We discussed specific bills numbers which we plan to follow. We hope to attend and create more events such as this where the student perspective can be heard and taken into consideration. A few faculty asked that the meetings be recorded so they can share with their students at a later date.

USA MEETS WITH PRESIDENT'S CABINET - FEBRUARY 14, 2023

President Hernandez coordinated our visit to meet all Cabinet members and an opportunity for us to share student concerns. Some specific action items included establishing a Transportation committee to address metro bus routes and a more affordable ORCA card, Online Educational Resources to address textbook expenses, and more mental health resources.

VALENTINE'S DAY PARTY FEBRUARY 14, 2023

In order to unite students and to further our student engagement, USA officers Hannah Mae Cox and Ashwak Samatar organized a Valentine's event for students to relax and socialize in the JMB Student Center game room. Students created cards, played games, ate pizza and got to meet USA officers. It was a success with over 80 students in attendance!. We intend to create more events such as this to further our mission of restoring student life, engagement, and activities at South since the pandemic.

STUDENT MEET-UP FEBRUARY 27

Our winter quarter student meet-up was a guided history tour of Chinatown in collaboration with the Wing Luke Museum. After the tour, we were treated to a traditional Chinese American lunch. These experiential field trips provide opportunities for us to get to know one another while learning more about our diverse communities.

ANNUAL SUSTAINABILITY CONFERENCE MARCH 6-8, 2023

Five South students have been selected to attend the annual Washington Oregon Cascadia Higher Education Sustainability Conference at Oregon State University in Corvallis. The conference is an opportunity for our students to learn more about climate change solutions, facilitating action, and promoting collaboration related to sustainability and social justice.

RUNNING START MENTORS

USA is currently working on creating a committee that focuses on helping Running Start students transition into college life more smoothly. We hope to provide support so younger students such as sophomores or juniors in high school feel more comfortable asking questions and more comfortable asking a current Running Start student how the program influences and affects one's social and academic life. We have currently created a committee and have assigned each student leader to a specific area in which we can each specialize. We are excited to be connecting with Upward Bound and Trio teachers and collaborating with Running Start Program Specialist Lynn Christiansen in helping the next generation begin a new chapter in their lives through the Running Start program at South.

STUDENT SURVEY

USA is distributing a survey to students to get feedback on their school experience. An email was sent describing the purpose of the survey along with prizes. We hope to share results by the end of the quarter.

CHANCELLOR SEARCH COMMITTEE

South Student Charles Askew will be serving on the Chancellor hiring committee. Charles is a BAS student in the Sustainability program.



To: Board of Trustees, Seattle Colleges District
From: Annette Stofer, AFT Seattle Local 1789 President
Re: Report for March 2023 BOT meeting

With the Washington State Legislature in session, there is a great deal of activity happening as we vie for attention to ensure that our CTCs receive the investments needed to fulfill our mission. AFT Seattle participated in our statewide lobby day on Monday, February 20. Our members showed up to meet with legislators, deliver a message to the governor, and write postcards seeking support for adjunct faculty pay parity. We were a presence in the Senate Ways and Means public hearings, attracting notice with our blue t-shirts and caps. We filled one side of the rotunda in the capitol building and got into a bit of trouble because there were too many of us. We are happy to call that a win.

This is the time of year for Emeritus Faculty nominations. AFT Seattle's Executive Board has completed our part of the process by gathering the nomination letters and recommending emeritus status for all of the nominees. The letters have been forwarded to Chancellor Rimando-Chareunsap for consideration. I personally enjoy this process each year, learning about the great contributions of faculty and the strong relationships they have built with their colleagues and students. It's essential that we honor one another with recognition such as Emeritus Status.

As the search for a new chancellor begins, I want to acknowledge the invitations issued to the employee unions in our district, including a second invitation to AFT Seattle 1789. In my years serving as the president of the faculty union, I have seen an increase in the number of times we have been invited to have a representative on search committees for a range of upper administrative positions. Inclusion of stake holders is vital, and it lends a good deal of transparency to the way we conduct our business. While it is the case that our executive board has turned down the opportunity to have a faculty representative on the committee and expressed the reasons why, I trust you are committed to the practice of inviting participants from all groups.

At the February BOT meeting, it was good to hear that the annual winter closure is being reviewed after classified staff raised issues of harm they experience. We asked

faculty to share the impacts of the closure as well and passed their comments on to the chancellor. Our executive board stands in support of our WFSE colleagues in their call for change.

Also at the February BOT meeting, you passed a motion to suspend discussion of One Accreditation for our district until there is a permanent chancellor in place. Given the enormity of the potential change, this decision is appreciated. We welcome reports on any progress being made on changes to the student experience, such as a single enrollment process for all three colleges.

Respectfully submitted on February 22, 2023



MEMORANDUM

To: Board of Trustees
From: Rosie Rimando-Chareunsap, Interim Chancellor
Date: March 9, 2023
Subject: Chancellor's Written Report – March Board Meeting

ORGANIZATIONAL EXCELLENCE: IMPROVEMENTS IN FINANCE

When I was appointed to the Acting Chancellor role in July, and then selected for the Interim Chancellor role in October, among my most pressing assignments was to address our financial stability. I have remained focused on three areas that comprise our “Interim Path Towards Financial Stability”:

1. Stabilize budget and finance workforce
2. Transparency around our numbers
3. Budget support for managers

One key focus has been the stabilization of our finance workforce. We saw many departures over the last two years, and the Finance area has been a particularly difficult area to hire for. Together with the three college presidents, Interim Vice Chancellor of Finance, Julienne DeGeyter and her team have hired four new Directors of Budget, one for each of the colleges and one for the district office/district-wide operations. These four new staff members are currently being onboarded and trained as a cohort. They will be focusing on aligned practices and methods, and will be supporting the district, the colleges and their leadership teams as a unified team moving forward.

Please join me in welcoming **Julie Larmore** (Central), **Lorine Hill** (North), **Lolita Khachaturova** (South interim, and a Seattle Colleges employee for 20+ years), and **Deidre Howard** (Siegal Center and districtwide budgets). We know that cohort-based learning leads to great student success outcomes, it is our hope and expectation that this cadre of budget leaders learning and leading together will also result in great successes for the Seattle Colleges!

PARTNERSHIPS: LEGISLATIVE STRATEGY WELL UNDERWAY

Following the retirement of our former Director of Government Relations, Steve Leahy in December, we quickly moved to contract with Insight Strategic Partners, a government relations firm, to support our ongoing advocacy in Olympia during this critical legislative session. Thanks to their counsel and support, the work of my office, and the college presidents, we have had a strong presence in Olympia around the SBCTC system asks and our local needs on a regular basis. In January and February, Dr. Crawford, Dr. Hernandez, Dr. Lane, and I met with **12 senators and representatives** in our districts who are working on issues that impact the Seattle Colleges. Along with Trustee Louise Chernin, we also meet weekly with legislators via



Zoom on issues and bills that would affect us. Our constant and consistent message is that we need FULL support for adequate compensation for our employees (in support of the SBCTC \$144M request) and that our workforce programs need improved funding to continue to support economic recovery and community and industry training needs (SBCTC \$77M request).

We will continue to meet weekly via Zoom with senators and representatives and plan to visit monthly in Olympia through the remainder of the legislative session.

PRIDE POINTS: EXCITING TENURE COHORT

Over the past few weeks, I have been reviewing tenure recommendation packages and meeting individually with the nine tenure candidates you will be considering in today's BOT meeting. This cohort of faculty was hired just before the pandemic hit, and then experienced their tenure process throughout the COVID pandemic and the continued racial justice movement that have defined our world since 2020. "Impressed" would be an understatement for how I felt after meeting with these amazing colleagues. They each reflected with me on the positive experience they had with their tenure process and on the external factors in our society as drivers for the teaching excellence they strive for on behalf of our students.

As the Seattle Colleges strive to be more reflective of our students and community, and as we continue to aim for excellence in all academic areas, our nine tenure candidates give me immense hope that we are on the right track together. I look forward to our presidents introducing **Bill Barry** (North), **Deepa Bhandaru** (North), **Charlotte Brun** (South), **Sean Cargill** (South), **Denise Grollmus** (South), **Angel Kim** (North), **Amiko Matsuo** (South), **Desiree Simons** (Central) **Jimmy Truong** (Central) for your tenure consideration.

Currently, we are recruiting for our next hiring class of tenure-track faculty, and we are seeking to fill 35 positions across the district. As I consider the rare opportunity this year to hire so many new full-time faculty across the colleges, I can't help but consider the broad and deep change and impact these faculty will have on our organization in support of our goals in the near future!

Sincerely,

Rosie Rimando-Chareunsap, Ed.D.
Interim Chancellor, Seattle Colleges

MEMORANDUM

TO: Board of Trustees
FROM: Jean Hernandez, Interim President
DATE: March 9, 2023
SUBJECT: Report to the Board of Trustees

I. Student Success

- **Financial Workshops Support Students:** South held three financial workshops for students in February and March to help students explore their different funding options to pay for college and provide support in filling out FAFSA and WASFA applications.

II. Institutional Excellence

- **Winter Quarter Budget Forum Held:** A hybrid winter quarter budget forum was held by Dr. Jean Hernandez and cabinet on January 31, with a focus on the current state of the college budget, including a recap of last year's budget and forecasting this year, the general health of our budget and what that means for staffing, and how the overall district budget and forecasting relates to South's situation. Questions from the staff and faculty were submitted in advance and answered live during the forum, with support from College Council.
- **Interim President's Open Forum Held:** On February 28, Interim President Dr. Jean Hernandez held an Open Forum to provide an update on the four legislative asks supported by our 34 community and technical colleges, recent Board of Trustees and Chancellor's Executive Cabinet decisions, and respond to questions that the College Council helped collect from the campus community.
- **Black History Month Presentation:** As part of South's Black History Month event schedule, Student Services Dean Dr. Dan Johnson gave a presentation on "*Teaching Race Critically: The Case for Teaching About Race in the Classroom*" to students, faculty and staff on February 7 to learn and discuss what it means to reach race critically.

III. Guided Pathways

- **Faculty Development Day Focuses on Student Mindset:** South's Faculty Professional Development Committee (comprised of members of our Guided Pathways Classroom Environment & Course Design workgroup) hosted a hybrid professional development day on February 9. The morning sessions (including yoga, art therapy and Korean dumpling-making) were focused on wellness and community-building; the afternoon was focused on student learning and shifting from a deficit-mindset focus to a growth-mindset focus.



MEMORANDUM

TO: Board of Trustees
FROM: Dr. Chemene Crawford, President – North Seattle College
DATE: Feb. 16, 2023
SUBJECT: Report to the Board of Trustees

I. Institutional Excellence

- **Sustainability Effort to Save Thousands of Gallons of Water Each Month**
Plans are underway for McKinstry to install a new water filtration system with a UV light to kill bacteria in the Health Science and Student Resources building. The new system will allow restoring the original water reclamation system that supplies water to all restroom toilets and urinals in the building. Water is collected from roof drains and stored in three 5,000-gallon cisterns in the garage. The water is pumped through large filters, then past a UV light to sterilize the water. This system will save thousands of gallons of water each month. Seattle Public Utilities is studying the system to see if it can offer a rebate for up to 50% of the installation cost, which has never been offered to anyone in Washington.

II. External Affairs

- **Ballard Rotary Donates Produce to Harvest Against Hunger on NSC's Behalf**
The Rotary Club of Ballard recently made a donation equal to 300 pounds of produce on North's behalf to Harvest Against Hunger. The donation was a gesture of gratitude in response to NSC President, Dr. Chemene Crawford appearing at a recent Rotary program, in which she updated the organization on the current happenings and events at NSC.

III. Pride Points

- **NSC Faculty Counselor Provides Public Testimony in Support of SB 5513**
On Jan. 25, NSC faculty member, Dr. Jenny Mao provided live testimony in support of Senate Bill 5513, expanding the Mental Health Pilot grant to an additional 12 colleges, and increasing pilot programs to 16 colleges. Dr. Mao shared with legislators how one additional counselor increased students served by 100%, and students of color were using services by a ratio of 2:1. Around 80% of students served re-enrolled the next quarter and students accessing services had above-average GPAs. She emphasized how the bill is about retention, equity, access, opportunity, and responsibility to care for our most vulnerable students.
- **NSC Staff and Faculty Present at CCBA Conference**
Dr. Melana Yanos, Pete Lortz, Michelle Melero, and Eric Lloyd presented at the Community College Baccalaureate Association conference on Feb. 15-17 in Palm Springs, CA. The presentation was on the Bachelor of Science in Computer Science degree, titled "Creating and implementing a roadmap for a Bachelor of Science in Computer Science degree with an Equitable Mindset".

MEMORANDUM

TO: Board of Trustees
FROM: Bradley Lane, Ph.D., Interim President
DATE: February 23, 2023
SUBJECT: Seattle Central College monthly report

INSTITUTIONAL EXCELLENCE

Outstanding Leadership Award: The Education 2.0 Conference awarded Dr. Marlene Palazzo with the Outstanding Leadership Award, which recognizes professional experience, decisive leadership, achievements, creative thinking and reputation in 21st century education.

Professional Development Day: This month, Seattle Central held its quarterly Development Day, which provided staff and faculty an opportunity to reflect on their professional development and build community through workshops, lectures, and divisional meeting time. Topics included Guided Pathways, and workshops on campus climate, bringing community back to the classroom, promoting inclusive classroom dynamics and more.

Fostering Post Traumatic Growth: As part of the National Endowment for the Humanities grant, Developing Curriculum to Bring Together the Humanities, Veterans, and the Health and Human Services Division, Central welcomed Timm Lovitt to speak on his journey from military service to Vice President at Everett Community College.

PRIDE POINTS

Four Seattle Culinary Academy alumni are nominated for prestigious **James Beard Awards** recognizing exceptional talent and achievement in culinary arts, hospitality, and media, as well as a demonstrated commitment to racial and gender equity, community and sustainability.

The following alumni chefs are semi-finalists and will advance to the national finals held in June 2023:

Shaun McCrain, nominated for Outstanding Restaurant
Aaron Verzosa, nominated for Best Chef: Northwest and Pacific
Kevin Smith, nominated for Best Emerging Chef
Earl James Reynolds, nominated for Best Chef in the Mountain Region

On February 15, the **Seattle Culinary Academy** hosted a panel of Black chefs and industry professionals in celebration of Black History Month. Moderated by Farestart's Executive Corporate Chef Wayne Johnson, eight local chefs shared their wisdom, challenges, and successes in the industry.

On February 17, Seattle Central held a **Day of Remembrance for Japanese American Incarceration**, marking the 81st anniversary of President Franklin D. Roosevelt's Executive Order 9066, which forced the removal and incarceration of over 120,000 Japanese Americans in WWII. Author Ken Mochizuki and illustrator Kiki Hughes discussed their book, "Those Who Helped Us," which tells the stories of the communities that helped Japanese Americans during forced incarceration.

On February 22, the Office of Equity, Diversity, Inclusion, and Community held the facilitated conversation "**Pancakes and Podcast: Reparations for Aunt Jemima,**" covering being canceled, Black



**SEATTLE CENTRAL
COLLEGE**

PRESIDENT'S OFFICE

1701 Broadway, Seattle, WA 98122
Main 206.934.5417 ○ Fax 206.934.4390
seattlecentral.edu

history, and symbolism. The event featured the podcast “Still Processing,” followed by dialogue, discussion and a pancake breakfast.