

# Board of Trustees – October 12, 2022 - 8:00 a.m.



The SLCC Board of Trustees will convene for a Board of Trustees meeting on October 12, 2022 at 8:00 a.m. at 4600 S. Redwood Road, Taylorsville, Utah in AAB 428

Meeting to be conducted by Brady Southwick, Chair

Executive Session is not anticipated in connection with this meeting

I.	<p><b>BOARD BUSINESS:</b> <b>Brady Southwick, Chair</b></p> <p>A. Oath of Office for New Trustee Tashelle Wright</p> <p>B. Honorary Doctorate Committee Appointments/Report</p> <p>C. <b>Comprehensive Campaign Update &amp; Report on Progress</b> - Trustee Coralie Alder, VP Alison McFarlane, and Nancy Michalko</p> <p>D. <b>Audit Committee Report</b> – Trustees Kim Wilson (Chair), Brady Southwick, Lori Chillingworth, VP Chris Martin</p> <p>E. <b>Employer Engagement Committee Report</b> - Trustees Jim Wall, Coralie Alder, Nate Boyer, Sunny Washington, Provost Clifton Sanders</p> <p>F. <b>Mission Fulfillment Committee Report</b> – Trustees Brady Southwick, Lori Chillingworth, Silvia Castro, Lindsay Simons, VP Jeff Aird</p> <p>1. <b>ACTION:</b> Review and approve Performance Goal Metrics</p> <p>G. <b>Other Committee Reports:</b></p>	<span style="color: blue;">TAB A</span>
II.	<b>CONSENT CALENDAR:</b> It is the recommendation of the Chair that the Board approve the following items on the Consent Calendar:	
	A. <b>Executive Session:</b> Approval to hold an Executive Session or Sessions in connection with the meeting of the SLCC Board of Trustees to be held November 9, 2022 to consider matters permitted by the Utah Open and Public Meetings Act.	
	B. <b>Investment Report for July &amp; August, 2022</b>	<span style="color: blue;">TAB B</span>
	C. <b>Minutes of Previous Meeting, August 10, 2022</b>	<span style="color: blue;">TAB C</span>
	D. <b>Personnel Report for August, 2022</b>	<span style="color: blue;">TAB D</span>
	E. <b>Government Funding Report—Major Grants Requested/Received</b>	<span style="color: blue;">TAB E</span>
	F. <b>Cash Flow Report</b>	<span style="color: blue;">TAB F</span>
	G. <b>Federal COVID Stimulus Funds Report</b>	<span style="color: blue;">TAB G</span>
III.	<b>PRESIDENT'S REPORT:</b> <b>Dr. Deneece Huftalin, President</b>	
	A. <b>Student Life &amp; Leadership Report</b> – Trustee Simons	
	B. <b>Government and Community Relations Report</b> – VP Tim Sheehan	
	1. <b>INFORMATION:</b> Open and Public Meetings Act Training with General Counsel Chris Lacombe	
	C. <b>Finance &amp; Administration Report</b> – VP Chris Martin	
	1. <b>INFORMATION:</b> Campus Safety / Clery Act Report (GUEST: Shane Crabtree)	<span style="color: blue;">TAB H</span>
	2. <b>INFORMATION:</b> Annual Bad Debt Report	<span style="color: blue;">TAB I</span>
	3. <b>INFORMATION:</b> Annual Leased Space Report	<span style="color: blue;">TAB J</span>
	4. <b>ACTION:</b> Request for Approval of Amended Resolution for Student Housing Project	<span style="color: blue;">TAB K</span>
	5. <b>ACTION:</b> Request for Approval to seek Dedicated Funds for Business Remodel and Expansion Project	<span style="color: blue;">TAB L</span>
	6. <b>ACTION:</b> Request for Authorization to use Institutional Funds for Programming and Design of Business Building	<span style="color: blue;">TAB L</span>
	D. <b>Institutional Advancement Report</b> – VP Alison McFarlane	
	1. <b>INFORMATION:</b> BOT Scholarship Report	<span style="color: blue;">TAB M</span>
	2. <b>INFORMATION:</b> 75 <sup>th</sup> Anniversary Celebrations Update	<span style="color: blue;">TAB M</span>
	E. <b>Institutional Equity, Inclusion and Transformation Report</b> – VP Juone Kadiri	
	1. <b>INFORMATION:</b> HSI/HACU Update	

	F. <b>Campus-based Constituent Reports:</b> 1. <b>INFORMATION:</b> Staff Association Report – Gina Alfred, President	
V.	<b>MEETING ADJOURNMENT:</b>	
<p>► <i>Trustee, Executive Cabinet and Constituent Group Leaders -- Equity, Diversity, and Inclusivity Training with NLA (10:30 a.m. – 12:30)</i></p> <p>► <i>Grab N' Go Lunch available</i></p>		

### **Calendar of Important Events:**

Tanner Forum on Social Ethics w/Pete Sousa, Presentation and Book Signing	Tuesday, October 25, 2022	7-9:00 p.m.	South City Campus Grand Theatre, Alumni Room
Presidents Art Show Reception (Invitation only)	Thursday, November 3, 2022	6-7:30 p.m.	South City Campus, Multipurpose Room
President's Art Show	Friday, November 4-Friday, November 18, 2022	10 a.m. – 7 p.m. (M-Th) and 10 a.m. – 3 p.m. (Friday)	South City Campus Multipurpose Room
Holiday Social (Invitation only)	Wednesday, December 7, 2022	6-9 p.m.	Orangerie at Red Butte Gardens

*In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the ADA Coordinator, at 801-957-4041, at least three working days prior to the meeting.*

## **TAB A**

SALT LAKE COMMUNITY COLLEGE

*Office of Strategic Analysis & Accreditation*

*Institutional Effectiveness*

# USHE Performance Funding Metrics **2023 Goal Proposal**

Jessie Winitzky-Stephens, Ph.D. & Jeff Aird

October 2022

# What is Performance Funding?

# Metric 1 Access

Three-year college-going rate of  
Utah high school graduates

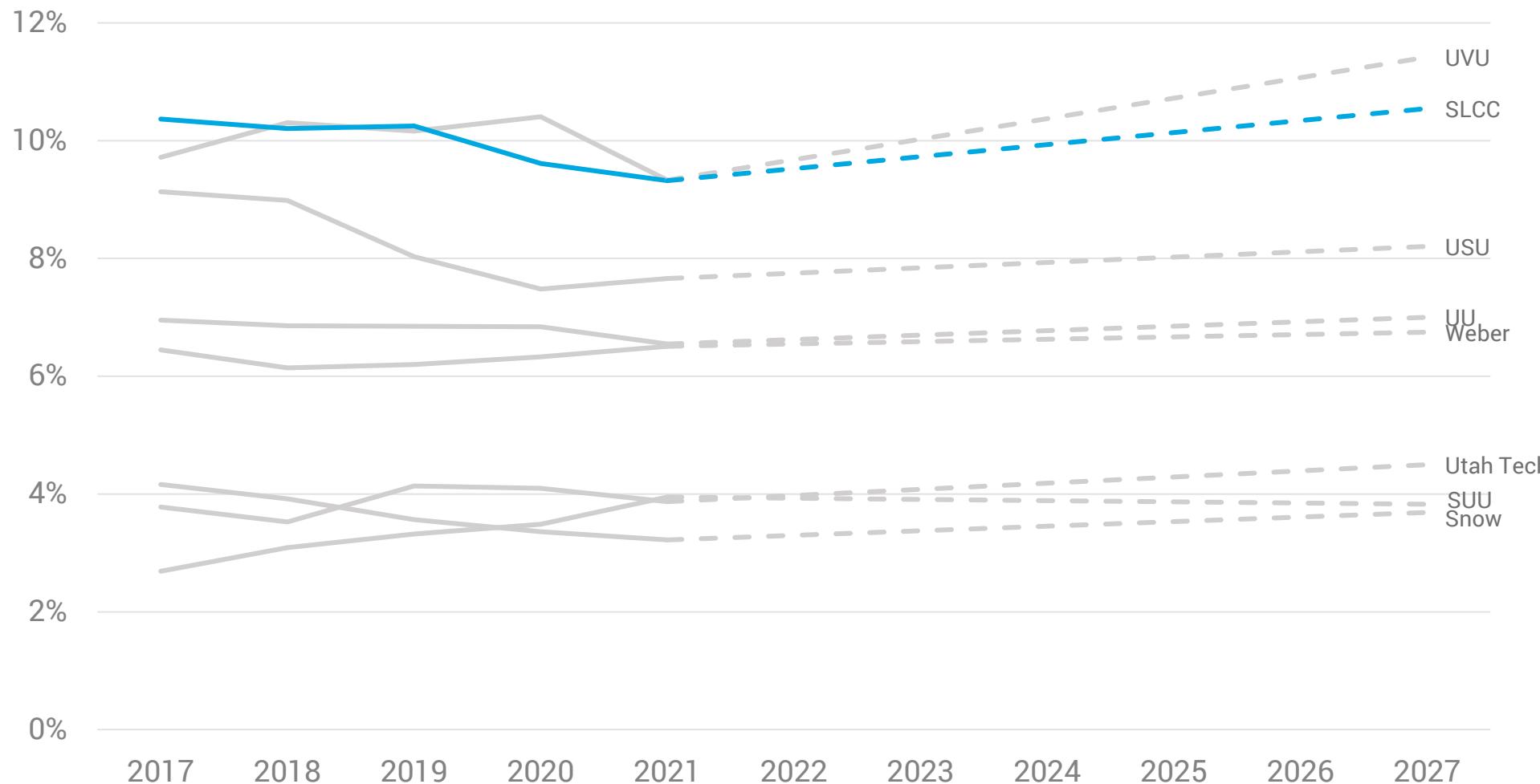
## Technical definition

Graduates from USBE high school graduation cohort from three years' previous to the metric year;

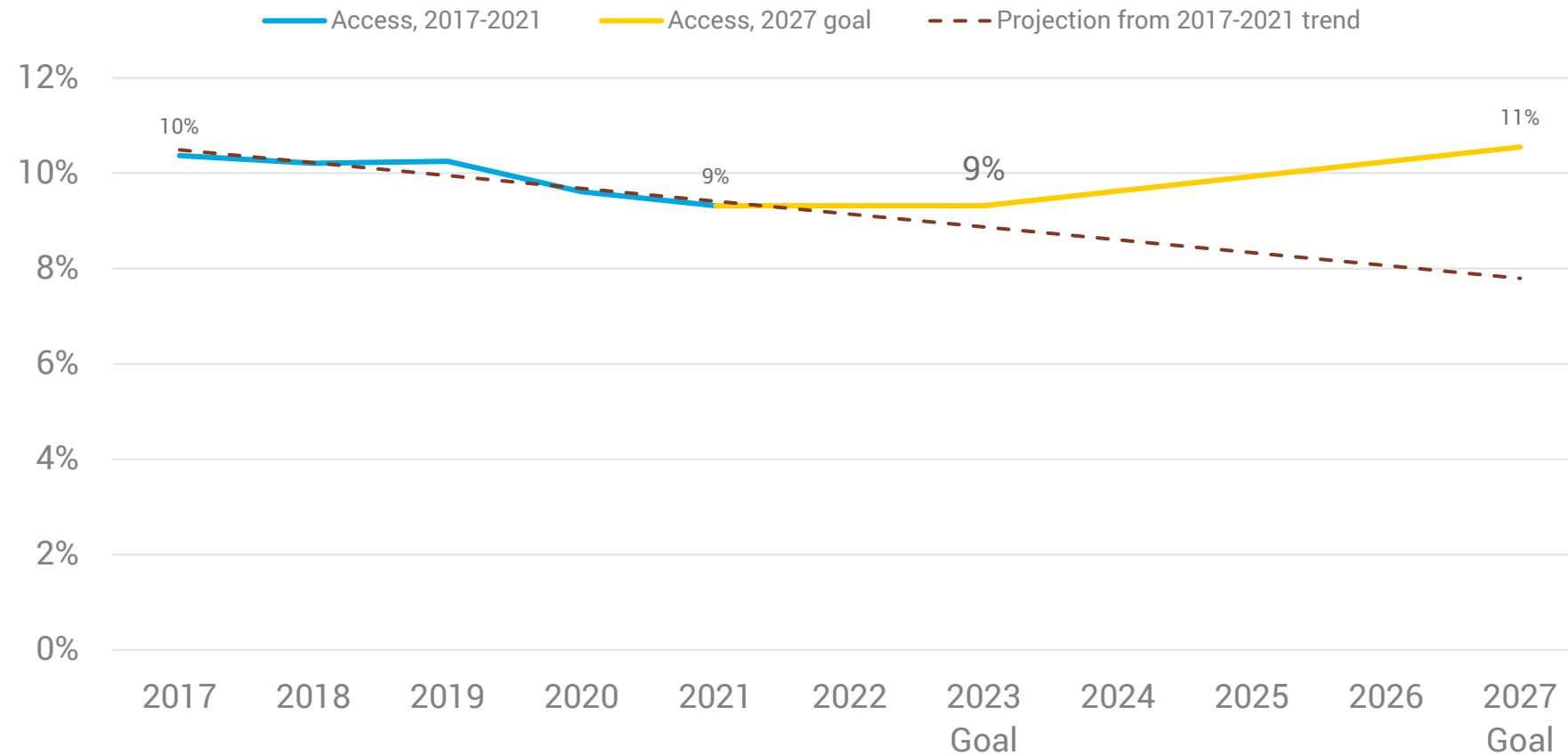
Underrepresented graduates are those who are low-income OR Hispanic, Pacific Islander, Multiracial, American Indian/Alaska Native, or Black/African American

# 2027 Access Goal for USHE institutions

Percent change indicates difference between 2017 and 2021 figures



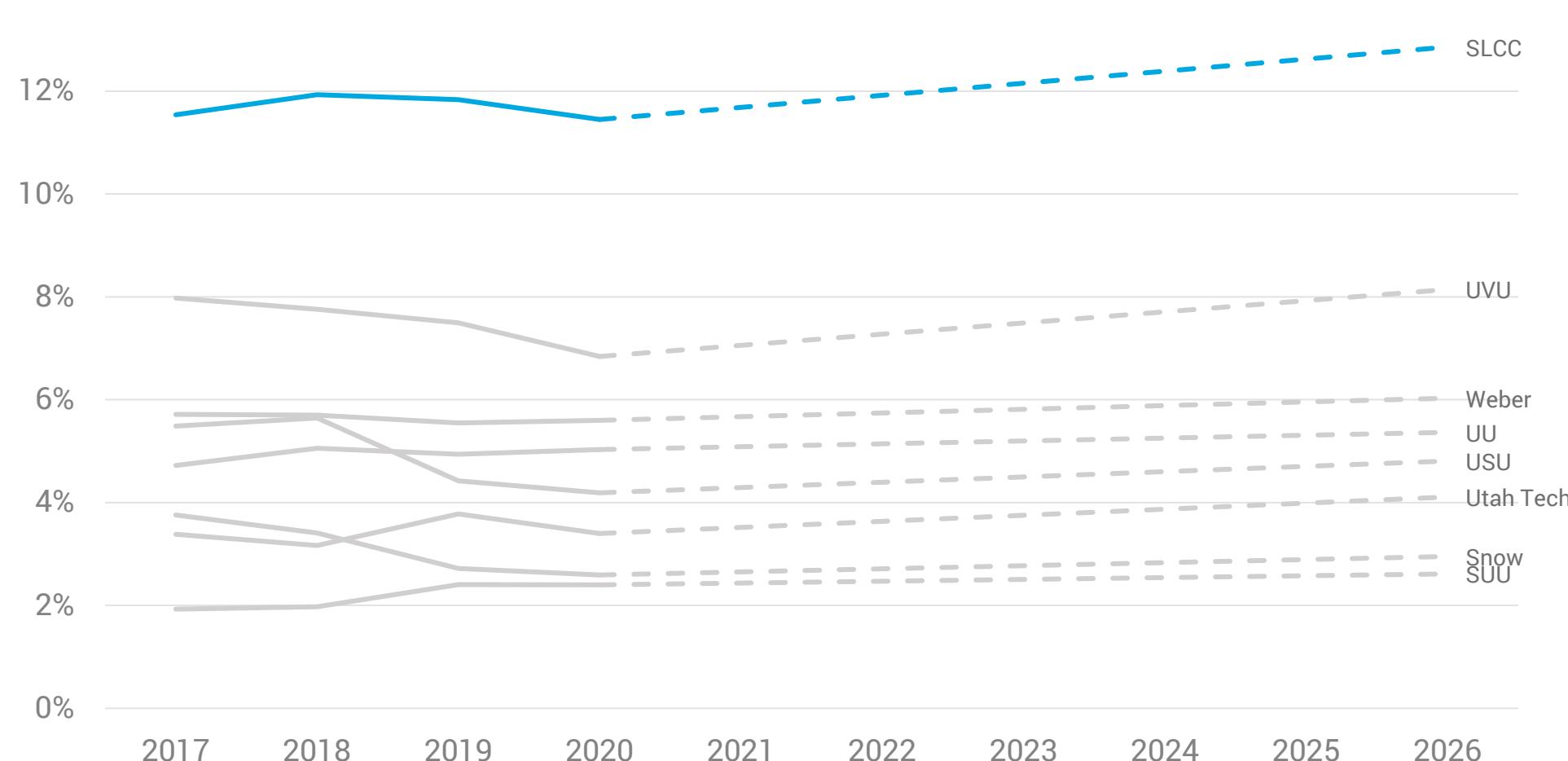
# Proposed 2023 Access Goal



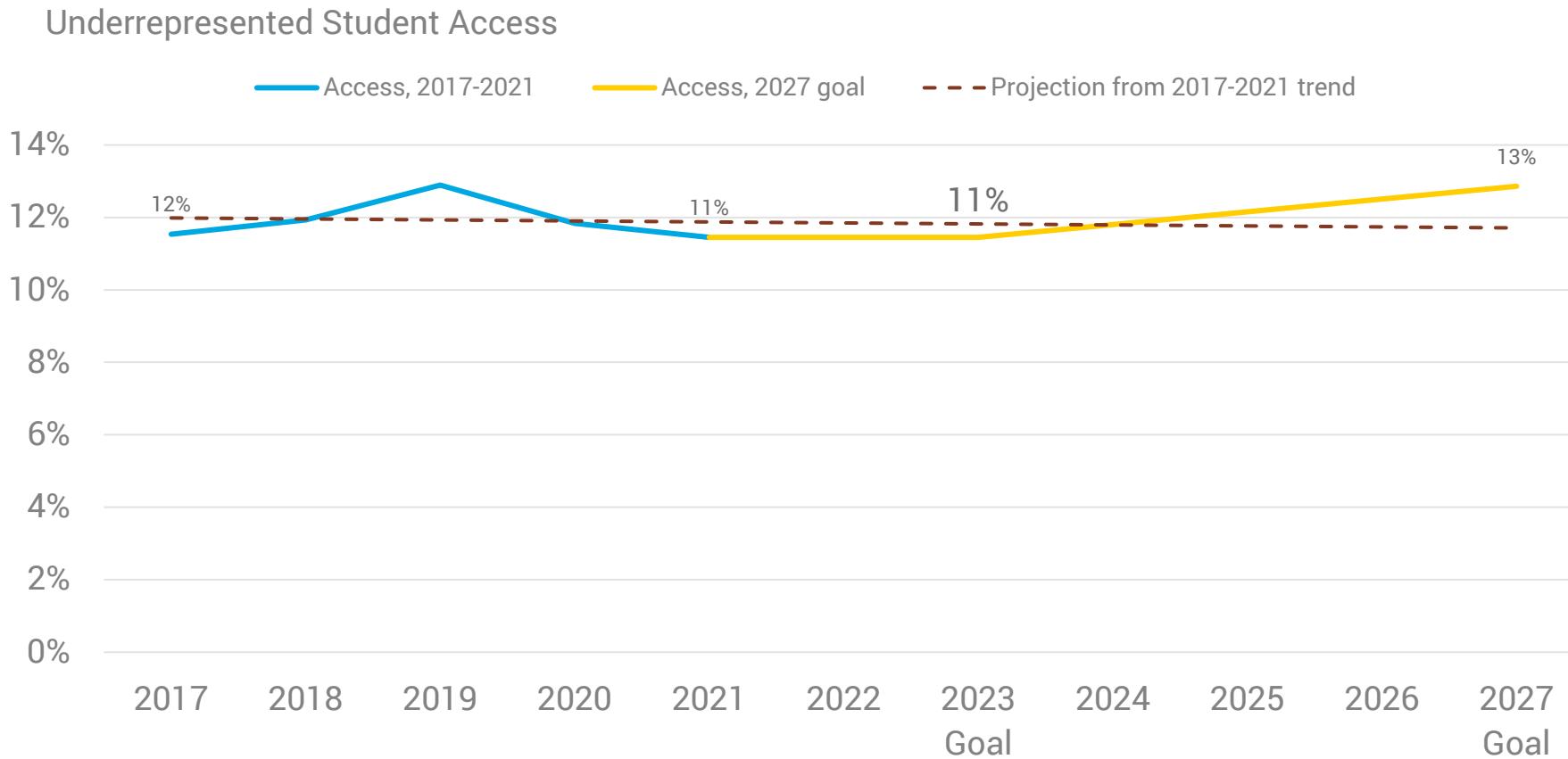
# Proposed 2024 Underrepresented Access Goal for

Percent change indicates difference between 2017 and 2021 figures

USHE  
14%



# Proposed 2023 Underrepresented Access Goal



## Metric 2

# Timely Completion

Proportion of students who complete a credential within 150% of length of degree (typically 3 years for SLCC)

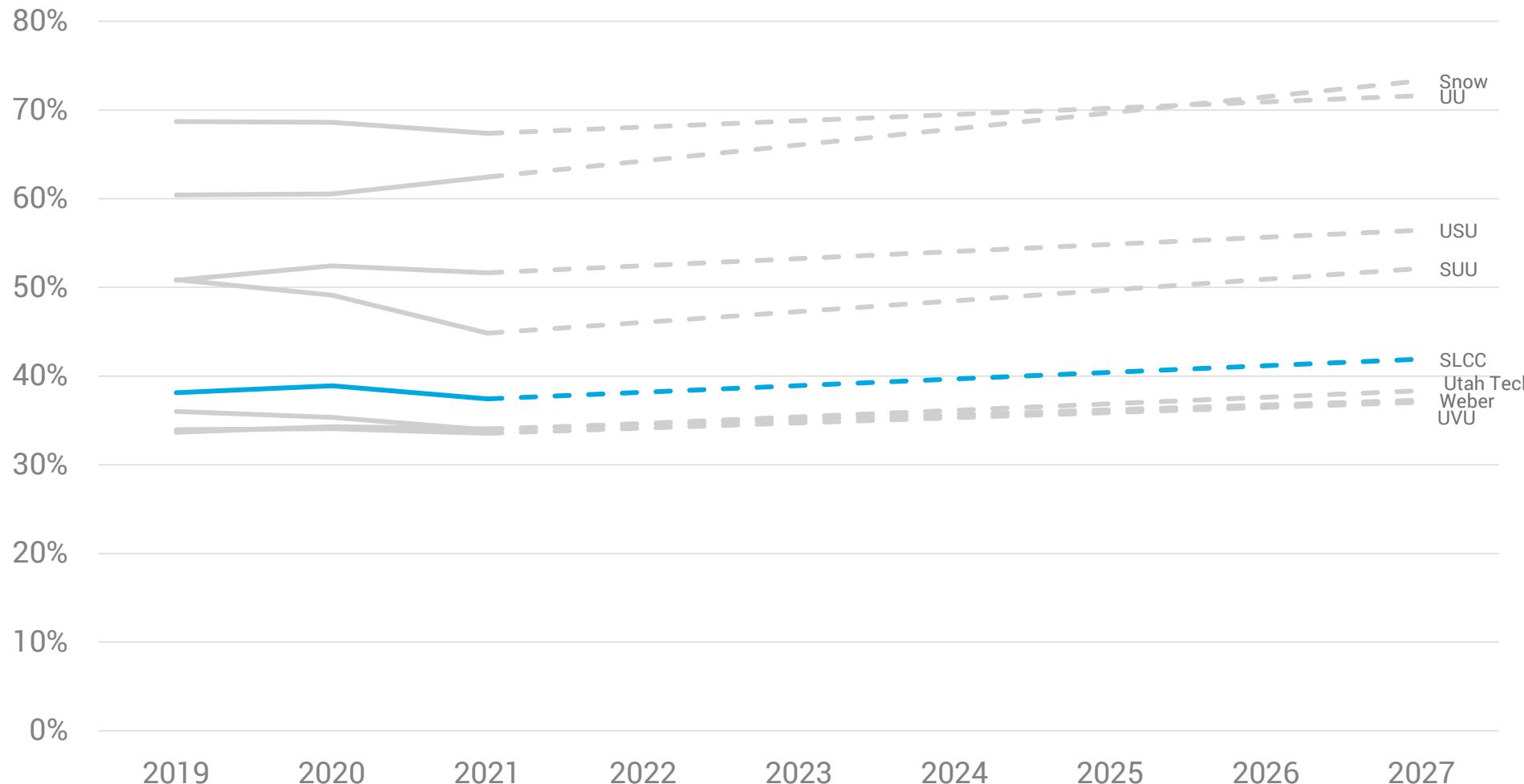
## Technical definition

Proportion of degree-seeking students who complete a credential or transfer within 150% of entering SLCC (3 years for 1-2 year degrees; 2 years for <1 year degrees);

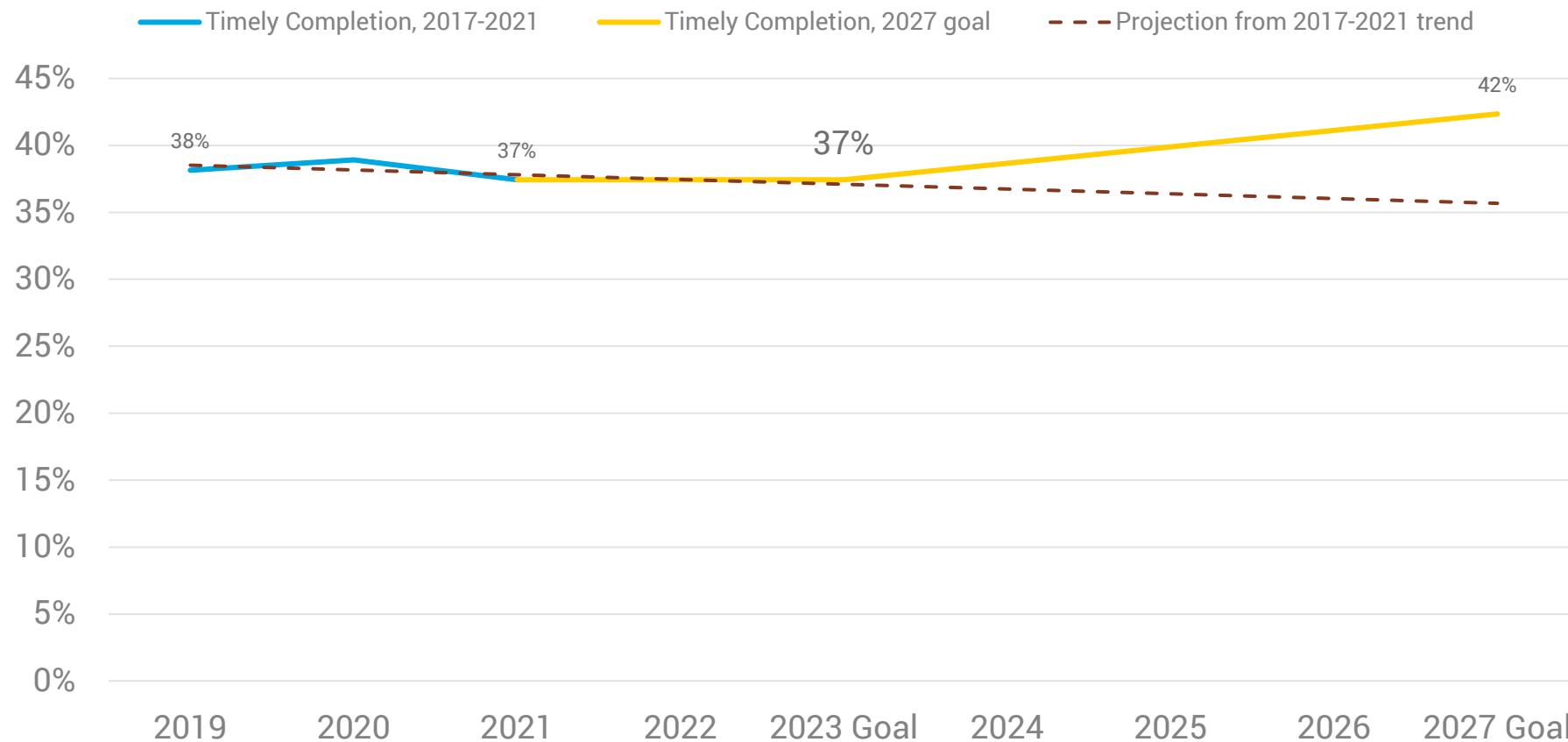
Underrepresented graduates are those who are Hispanic, Pacific Islander, Multiracial, American Indian/Alaska Native, or Black/African American

# 2027 Timely Completion Goal for USHE institutions

Percent change indicates difference between 2019 and 2021 figures



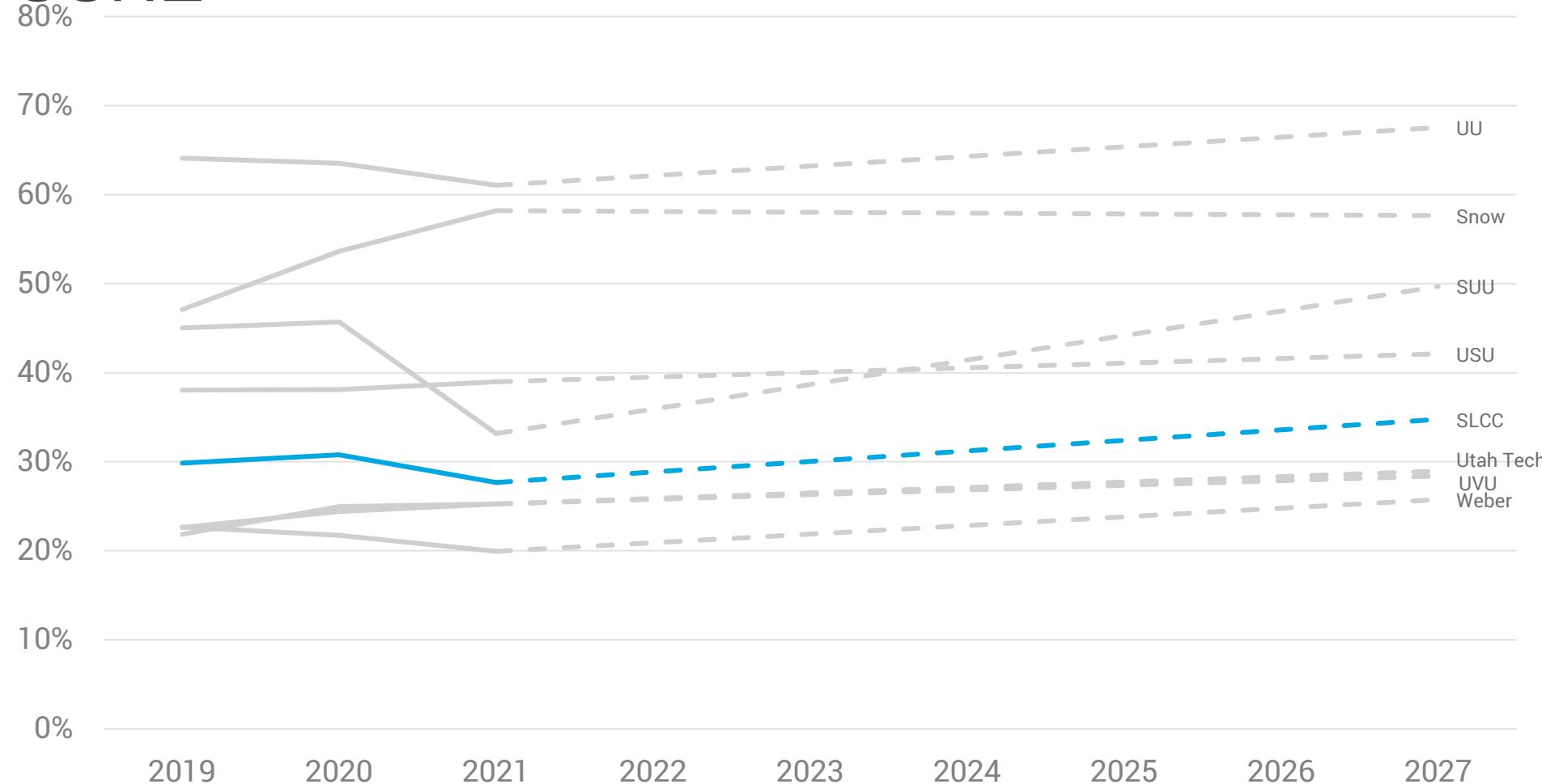
# Proposed 2023 Timely Completion Goal



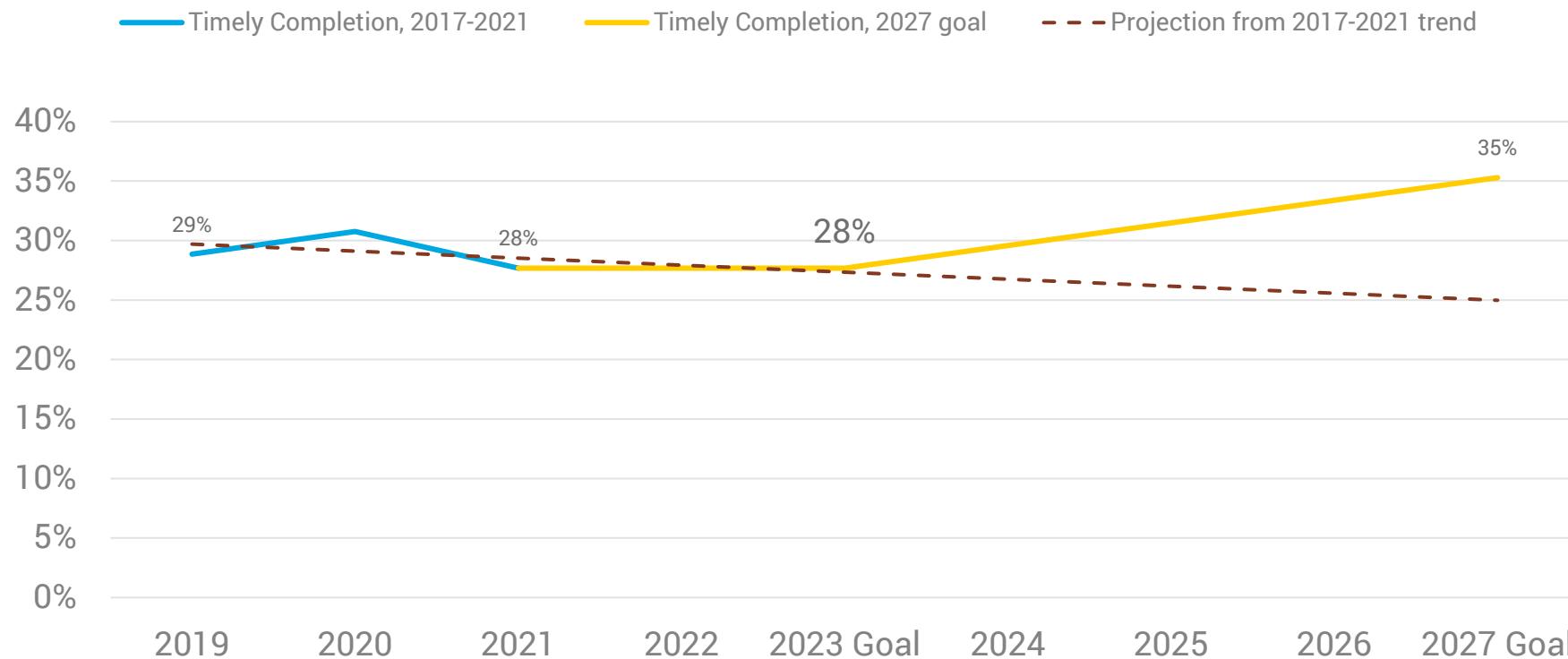
# 2027 Underrepresented Timely Completion Goal for

USHE

Percent change indicates difference between 2019 and 2021 figures



# Proposed 2023 Underrepresented Timely Completion Goal



## Metric 3

# High-Yield Graduates

Proportion of graduates who complete a credential associated with high-wage, high-demand career fields

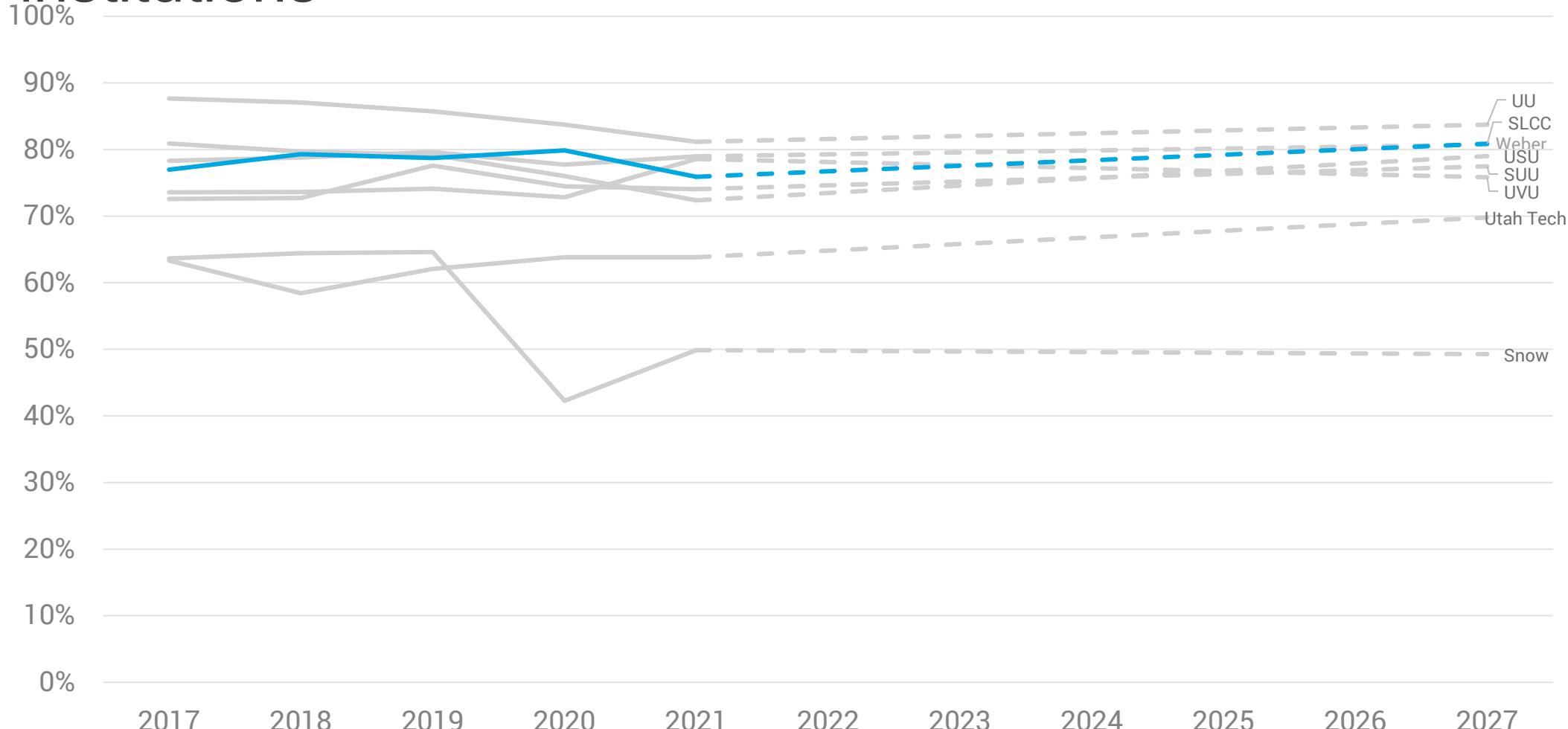
## Technical definition

DWS 4/5-star jobs crosswalked to CIP codes associated with them;

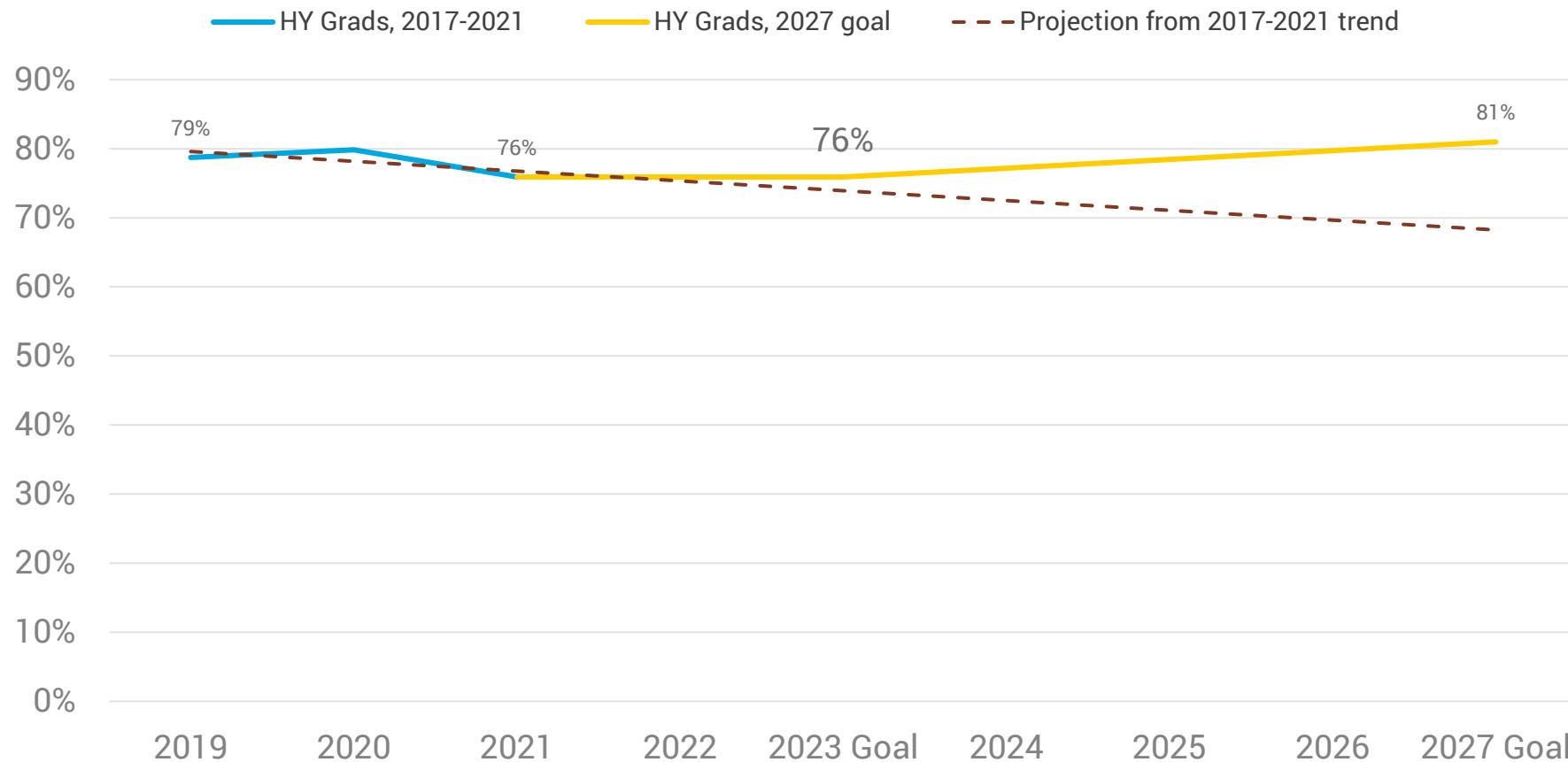
Underrepresented graduates are those who are female OR Hispanic, Pacific Islander, Multiracial, American Indian/Alaska Native, or Black/African American

# 2027 High Yield Graduates Goal for USHE Institutions

Percent change indicates difference between 2017 and 2021 figures

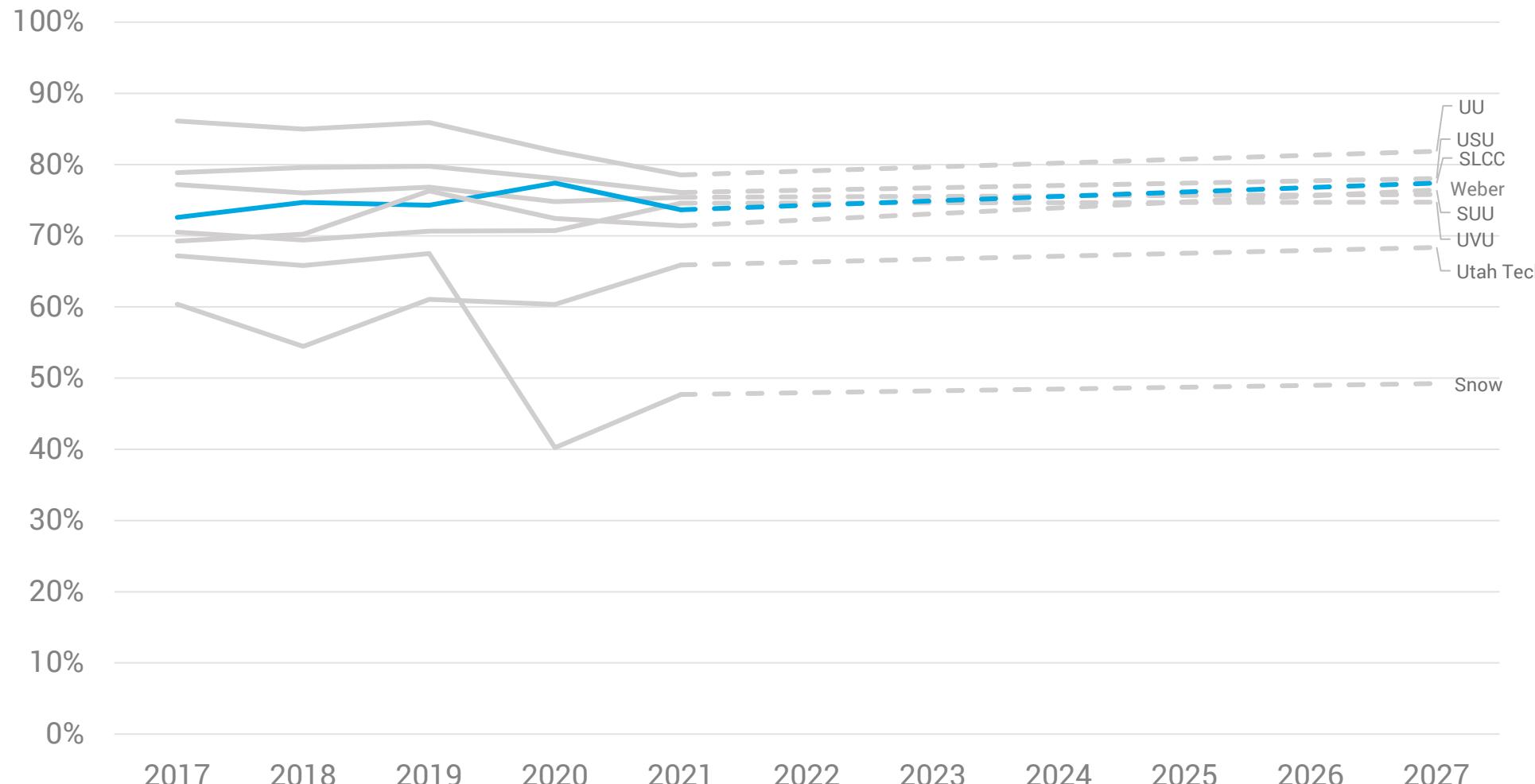


# Proposed 2023 High Yield Graduates Goal

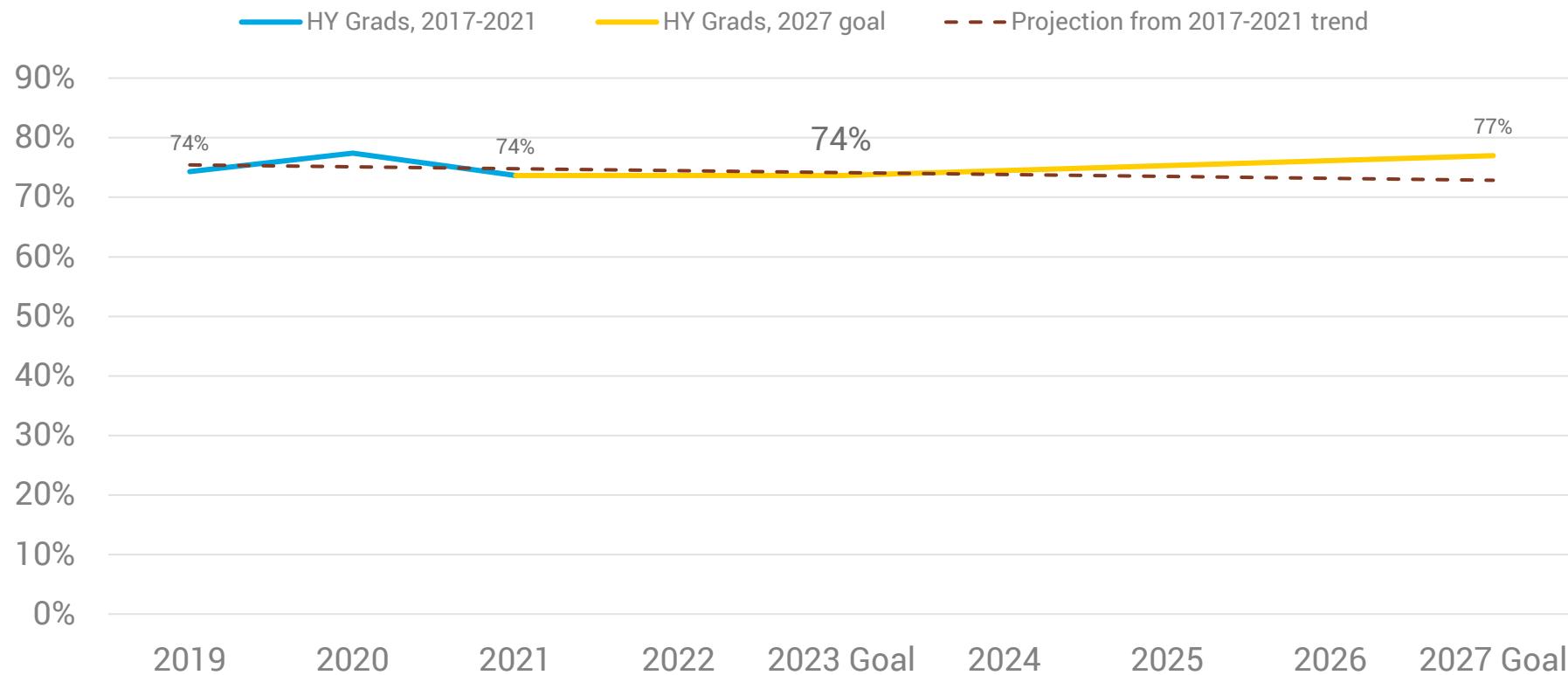


# 2027 Underrepresented High Yield Graduates for USHE

Percent change indicates difference between 2017 and 2021 figures



# Proposed 2023 Underrepresented High Yield Graduates Goal



# Motion

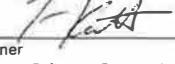
"I move to set the 2022-2023 annual performance funding goal for Salt Lake Community College as presented."

Measure	Definition	2019-20 Baseline	2026-27 Goal	Current Status	2022-23 Goal
ACCESS	Share of high school graduates attending institution	9.61%	10.55%	9.32%	9.32%
TIMELY COMPLETION	Share of awards made within one-and-a-half time	38.91%	41.91%	37.43%	37.43%
HIGH-YIELD AWARDS	Share of awards aligned with high-wage, high-demand occupations	80.00%	81.00%	75.90%	75.90%

# TAB B

TO: BRADY SOUTHWICK, CHAIR OF THE BOARD OF TRUSTEES

To the best of my knowledge, the investment reports presented to you accurately reflect the investment activity, the cost, and market value of all investments at month end, and all investments conform with College and Board of Regents' policies, and with the State Money Management Act and the rules of the State Money Management Council.

  
Travis Kartchner  
Public Treasurer, Salt Lake Community College

**SALT LAKE COMMUNITY COLLEGE  
MONEY MANAGEMENT INVESTMENTS  
INVESTMENT PORTFOLIO AT 7-30-2022**

	Rate of Return	Settlement Date	Maturity Date	Cost	Market Value
<b><u>US Treasury Obligations and Agency Bonds</u></b>					
United States Treasury	1.05% 1.64% 2.33% 2.58% 1.17%	04/26/22 04/22/22 04/22/22 04/22/22 01/31/22	08/23/22 01/15/23 08/15/23 12/31/23 01/31/24	8,000,000.01 9,994,277.76 8,013,020.00 10,006,400.00 2,987,852.39	7,989,864.00 9,938,280.00 7,961,560.00 9,955,470.00 2,908,359.00
Federal Farm Credit Bank	1.67%	03/08/22	03/08/24	2,000,000.00	1,959,960.10
Federal Home Loan Bank	2.88% 2.00% 1.25% 4.05% 4.05% 0.88% 1.13% 1.10% 1.00% 1.00% 1.25% 1.38% 1.50% 1.63%	06/14/22 02/28/22 12/30/21 07/28/22 07/28/22 03/23/21 07/29/21 08/30/21 08/25/21 10/14/21 10/28/21 11/16/21 11/23/21 12/30/21	06/14/24 02/27/25 06/30/25 07/28/25 07/28/25 03/23/26 07/29/26 08/24/26 08/25/26 10/14/26 10/28/26 11/16/26 11/23/26 12/30/26	2,000,000.00 2,000,000.00 2,000,000.00 2,000,000.00 2,000,000.00 1,000,000.00 2,000,000.00 2,000,000.00 2,000,000.00 2,000,000.00 2,000,000.00 2,000,000.00 2,000,000.00 2,000,000.00 2,000,000.00	1,986,748.68 1,939,108.88 1,918,488.30 2,004,772.98 2,005,336.38 922,123.63 1,880,397.98 1,880,883.66 1,873,331.68 1,832,625.46 1,883,953.08 1,895,657.54 1,897,697.52 1,904,494.30
Federal Home Loan Mortgage Corporation	3.00% 2.65% 3.00% 3.10% 3.40%	06/23/22 04/18/22 04/29/22 04/25/22 05/27/22	09/23/24 10/08/24 10/29/24 04/25/25 05/23/25	2,000,000.00 2,233,050.04 2,000,000.00 2,000,000.00 2,000,000.00	1,992,219.00 2,212,421.01 1,991,410.74 1,994,563.74 1,994,957.22
<b><u>Medium Term Floating Rate Bonds</u></b>					
Athene Global Funding	0.90% 0.75%	05/28/21 09/09/21	05/24/24 05/24/24	2,003,850.05 2,008,938.07	1,953,753.26 1,953,753.26
Bank of America	3.22%	03/09/22	07/23/24	2,011,943.55	1,988,956.42
Citigroup Inc	1.98%	09/16/20	09/01/23	1,007,406.44	999,619.74
Goldman Sachs GP Inc	1.89% 1.93% 0.68%	09/08/20 04/30/21 08/12/21	02/23/23 11/29/23 08/12/24	2,003,600.00 1,996,793.34 1,000,000.00	1,997,259.54 1,975,118.98 978,924.33
Morgan Stanley	3.23% 3.20% 2.15%	10/26/20 03/30/22 05/17/22	10/24/23 10/24/23 05/08/24	1,007,470.58 2,008,444.20 2,008,749.99	1,001,015.26 2,002,030.52 2,000,580.38
US Bank	2.03%	12/10/19	12/09/22	2,000,431.04	1,997,988.88

	<u>Rate of Return</u>	<u>Settlement Date</u>	<u>Maturity Date</u>	<u>Cost</u>	<u>Market Value</u>
<b><u>Medium Term Fixed Rate Bonds</u></b>					
Bank of America	2.50%	04/25/22	07/24/23	2,028,600.00	2,012,661.18
Canadian Imperial Bank	2.20%	03/23/22	06/23/23	1,336,194.00	1,321,384.23
JP Morgan	3.35%	06/23/22	08/23/23	1,993,142.86	2,000,006.02
Toronto-Dominion Bank	2.13%	03/18/22	06/12/23	1,977,706.65	1,956,693.42
Walmart	2.25%	05/05/22	06/26/23	2,732,892.76	2,714,732.33

**Mutual Funds, PTIF, Sweep Account**

Mutual Funds - Bruin Club						
Fidelity Janus Strategic Value Fund	58.77%	Various	Open	35,000.00	134,599.61	
Janus Forty Fund	114.97%	Various	Open	41,250.00	157,198.56	
The Vanguard 500 Index Fund	110.60%	Various	Open	43,750.00	205,820.38	
Mutual Funds - Alumni Office						
Janus Research Fund	144.68%	Various	Open	26,500.00	70,766.24	
Janus Enterprise Fund	110.02%	Various	Open	31,500.00	96,804.34	
The Vanguard 500 Index Fund	110.60%	Various	Open	27,000.00	122,458.02	
Grand Theatre						
Vanguard LifeStrategy Conservative Growth Fund	52.57%	12/26/06	Open	95,717.01	173,764.99	
Utah State Treasurer						
Public Treasurers' Investment Fund	1.62%	07/31/22	Open	67,529,585.80	67,529,585.80	
Zions First National Bank						
Sweep Account	0.32%	07/31/22	Open	3,561,800.61	3,561,800.61	
Total Investment Portfolio				<u>178,752,867.15</u>	<u>177,631,961.20</u>	

**2018 Revenue Bond Holdings**

Utah State Treasurer					
Public Treasurers' Investment Fund	1.62%	07/31/22	Open	1,508,850.67	1,508,850.67

**SALT LAKE COMMUNITY COLLEGE  
INVESTMENT TRANSACTIONS  
July 2022**

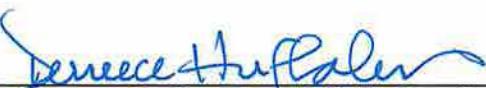
Description	Interest	Settlement Date	Maturity Date	Call Date	Cost
<b>Investments - June 30, 2022</b>					184,175,641.37
<b><u>PURCHASES</u></b>					
<b>FHLB</b>					
US Agency	4.05%	07/28/22	07/28/25	10/28/22	2,000,000.00
<b>FHLB</b>					
US Agency	4.05%	07/28/22	07/28/25	10/28/22	2,000,000.00
<b>Utah State Treasurer</b>					
Public Treasurers' Investment Fund	1.62%	Various	Various	None	11,012,237.90
<b>Zions First National Bank</b>					
Sweep Account	0.32%	Various	Various	None	<u>4,118,488.38</u>
Total Purchases					19,130,726.28
<b><u>SALES / MATURITIES / CALLS</u></b>					
Net Premium/Discount Amortization					(662.99)
<b>Utah State Treasurer</b>					
Public Treasurers' Investment Fund	1.62%	Various	Various	None	20,700,000.00
<b>Zions First National Bank</b>					
Sweep Account	0.32%	Various	Various	None	<u>3,854,163.49</u>
Total Sales					24,553,500.50
<b>Investments - July 31, 2022</b>					<u>178,752,867.15</u>

**MONEY MANAGEMENT INVESTMENTS**  
**SUMMARY OF INVESTMENT TRANSACTIONS**  
**FOR THE YEAR ENDING JUNE 30, 2023**

Month	Beginning Balance	Purchases	Sales	Ending Balance	Weighted Average Balance	Interest and Dividends**	Interest Rate**
July 2022	184,175,641.37	19,130,726.28	24,553,500.50	178,752,867.15	180,051,439.33	346,320.96	2.23%
August 2022							
September 2022							
October 2022							
November 2022							
December 2022							
January 2023							
February 2023							
March 2023							
April 2023							
May 2023							
June 2023							
	<b>19,130,726.28</b>	<b>24,553,500.50</b>		<b>180,051,439.33</b>	<b>*</b>	<b>346,320.96</b>	<b>2.23% *</b>

\* Based on average of months shown

\*\* Includes unrealized gains/losses on mutual fund holdings

  
 Dr. Deneece Huftalin, President

TO: BRADY SOUTHWICK, CHAIR OF THE BOARD OF TRUSTEES

To the best of my knowledge, the investment reports presented to you accurately reflect the investment activity, the cost, and market value of all investments at month end, and all investments conform with College and Board of Regents policies, and with the State Money Management Act and the rules of the State Money Management Council.

  
Travis Karchner  
Public Treasurer, Salt Lake Community College

SALT LAKE COMMUNITY COLLEGE  
MONEY MANAGEMENT INVESTMENTS  
INVESTMENT PORTFOLIO AT 8-31-2022

	Rate of Return	Settlement Date	Maturity Date	Cost	Market Value
<b><u>US Treasury Obligations and Agency Bonds</u></b>					
United States Treasury	1.64% 2.33% 2.58% 1.17% 3.13%	04/22/22 04/22/22 04/22/22 01/31/22 08/04/22	01/15/23 08/15/23 12/31/23 01/31/24 08/15/24	9,995,422.20 8,011,935.00 10,006,000.00 2,988,566.95 7,886,916.67	9,942,190.00 7,926,872.00 9,896,090.00 2,892,891.00 7,838,752.00
Federal Farm Credit Bank	1.67%	03/08/22	03/08/24	2,000,000.00	1,938,785.04
Federal Home Loan Bank	2.88% 2.00% 1.25% 4.05% 4.05% 0.88% 1.13% 1.10% 1.00% 1.00% 1.25% 1.38% 1.50% 1.63%	06/14/22 02/28/22 12/30/21 07/28/22 07/28/22 03/23/21 07/29/21 08/30/21 08/25/21 10/14/21 10/28/21 11/16/21 11/23/21 12/30/21	06/14/24 02/27/25 06/30/25 07/28/25 07/28/25 03/23/26 07/29/26 08/24/26 08/25/26 10/14/26 10/28/26 11/16/26 11/23/26 12/30/26	2,000,000.00 2,000,000.00 2,000,000.00 2,000,000.00 2,000,000.00 1,000,000.00 2,000,000.00 2,000,000.00 2,000,000.00 2,000,000.00 2,000,000.00 2,000,000.00 2,000,000.00 2,000,000.00	1,966,314.80 1,914,500.00 1,864,838.86 1,981,721.42 1,981,721.42 904,996.96 1,811,887.76 1,807,181.92 1,800,097.00 1,794,342.88 1,810,900.60 1,817,941.16 1,826,184.38 1,831,961.16
Federal Home Loan Mortgage Corporation	3.00% 2.65% 3.00% 4.10% 3.10% 3.40%	06/23/22 04/18/22 04/29/22 08/19/22 04/25/22 05/27/22	09/23/24 10/08/24 10/29/24 02/19/25 04/25/25 05/23/25	2,000,000.00 2,233,317.35 2,000,000.00 2,000,000.00 2,000,000.00 2,000,000.00	1,979,390.00 2,181,814.45 1,978,110.16 2,001,656.40 1,980,832.44 1,980,220.94
Federal National Mortgage Association	4.13%	08/30/22	08/28/25	2,000,000.00	1,998,069.76
<b><u>Medium Term Floating Rate Bonds</u></b>					
Athene Global Funding	2.90% 2.75%	05/28/21 09/09/21	05/24/24 05/24/24	2,003,666.72 2,008,512.44	1,959,895.50 1,959,895.50
Bank of America	3.22%	03/09/22	07/23/24	2,011,424.26	2,000,002.26
Citigroup Inc	1.98% 3.70%	09/16/20 08/12/22	09/01/23 08/12/25	1,006,836.72 2,000,000.00	1,000,000.00 1,985,053.88
Goldman Sachs GP Inc	3.36% 3.40% 2.78%	09/08/20 04/30/21 08/12/21	02/23/23 11/29/23 08/12/24	2,003,000.00 1,994,740.46 1,000,000.00	2,000,636.00 1,982,384.60 982,577.28
Morgan Stanley	3.23% 3.20% 3.92%	10/26/20 03/30/22 05/17/22	10/24/23 10/24/23 05/08/24	1,006,936.97 2,007,841.04 2,008,333.32	1,000,919.50 2,001,839.00 2,003,327.20
Royal Bank of Canada	3.40%	08/04/22	08/04/25	2,000,000.00	1,993,576.68
US Bank	2.03%	12/10/19	12/09/22	2,000,323.26	1,999,726.80

	<u>Rate of Return</u>	<u>Settlement Date</u>	<u>Maturity Date</u>	<u>Cost</u>	<u>Market Value</u>
<b><u>Medium Term Fixed Rate Bonds</u></b>					
Bank of America	2.50%	04/25/22	07/24/23	2,026,000.00	2,003,820.56
Canadian Imperial Bank	2.20%	03/23/22	06/23/23	1,337,574.60	1,318,551.76
JP Morgan	3.35%	06/23/22	08/23/23	1,993,714.29	1,982,209.38
Toronto-Dominion Bank	2.13%	03/18/22	06/12/23	1,979,935.98	1,954,505.88
Walmart	2.25%	05/05/22	06/26/23	2,730,403.48	2,715,334.59

#### **Mutual Funds, PTIF, Sweep Account**

Mutual Funds - Bruin Club					
Fidelity Janus Strategic Value Fund	8.79%	Various	Open	35,000.00	130,194.48
Janus Forty Fund	34.46%	Various	Open	41,250.00	151,692.41
The Vanguard 500 Index Fund	28.56%	Various	Open	43,750.00	197,421.86
Mutual Funds - Alumni Office					
Janus Research Fund	39.53%	Various	Open	26,500.00	67,312.61
Janus Enterprise Fund	32.01%	Various	Open	31,500.00	93,404.61
The Vanguard 500 Index Fund	28.56%	Various	Open	27,000.00	117,461.11
Grand Theatre					
Vanguard LifeStrategy Conservative Growth Fund	5.20%	12/26/06	Open	95,717.01	167,913.46
Utah State Treasurer					
Public Treasurers' Investment Fund	2.18%	08/31/22	Open	65,552,988.09	65,552,988.09
Zions First National Bank					
Sweep Account	0.32%	08/31/22	Open	2,420,846.12	2,420,846.12
Total Investment Portfolio				<b><u>183,515,952.93</u></b>	<b><u>181,393,755.63</u></b>

#### **2018 Revenue Bond Holdings**

Utah State Treasurer				
Public Treasurers' Investment Fund	2.18%	08/31/22	Open	1,508,102.58

**SALT LAKE COMMUNITY COLLEGE  
INVESTMENT TRANSACTIONS  
August 2022**

Description	Interest	Settlement Date	Maturity Date	Call Date	Cost
<b>Investments - July 31, 2022</b>					178,752,867.15
<b><u>PURCHASES</u></b>					
United States Treasury U.S. Treasury Note	3.13%	08/04/22	08/15/22	None	7,882,000.00
Royal Bank of Canada Medium Term Note Floater	3.40%	08/04/22	08/04/25	None	2,000,000.00
Citigroup Medium Term Note Floater	3.70%	08/12/22	08/12/25	None	2,000,000.00
FHLMC US Agency	4.10%	08/19/22	02/19/25	09/19/22	2,000,000.00
FNMA US Agency	4.125%	08/30/22	08/28/25	11/28/22	2,000,000.00
Utah State Treasurer Public Treasurers' Investment Fund	2.18%	Various	Various	None	29,207,653.61
Zions First National Bank Sweep Account	0.32%	Various	Various	None	<u>21,252,964.82</u>
Total Purchases					66,342,618.43
<b><u>SALES / MATURITIES / CALLS</u></b>					
Net Premium/Discount Amortization					1,362.02
United States Treasury U.S. Treasury Bill	1.05%	04/26/22	08/23/22	None	8,000,000.00
Utah State Treasurer Public Treasurers' Investment Fund	2.18%	Various	Various	None	31,184,251.32
Zions First National Bank Sweep Account	0.32%	Various	Various	None	<u>22,393,919.31</u>
Total Sales					61,579,532.65
<b>Investments - August 31, 2022</b>					<u>183,515,952.93</u>

**MONEY MANAGEMENT INVESTMENTS**  
**SUMMARY OF INVESTMENT TRANSACTIONS**  
**FOR THE YEAR ENDING JUNE 30, 2023**

Month	Beginning Balance	Purchases	Sales	Ending Balance	Weighted Average Balance	Interest and Dividends**	Interest Rate**
July 2022	184,175,641.37	19,130,726.28	24,553,500.50	178,752,867.15	180,051,439.33	346,320.96	2.23%
August 2022	178,752,867.15	66,342,618.43	61,579,532.65	183,515,952.93	182,835,466.00	303,687.04	1.96%
September 2022							
October 2022							
November 2022							
December 2022							
January 2023							
February 2023							
March 2023							
April 2023							
May 2023							
June 2023							
	<b>85,473,344.71</b>	<b>86,133,033.15</b>		<b>181,443,452.67</b>	<b>*</b>	<b>650,008.00</b>	<b>2.09%</b>

\* Based on average of months shown

\*\* Includes unrealized gains/losses on mutual fund holdings



Dr. Deneece Huftalin, President

**Board of Trustees Meeting MINUTES**

August 10 2022	Taylorsville/Redwood Campus	8:00 a.m.
<b>Attendance:</b> Trustees: Chair Brady Southwick, Coralie Alder, Nate Boyer, Silvia Castro, Lori Chillingworth, Lindsay Simons, Jim Wall, Sunny Washington, Kim Wilson, and President Deneece Huftalin		
Guests: USHE Commissioner David Woolstenhulme  Executive Cabinet Members: Clifton Sanders-Provost, Chuck Lepper-VP for Student Affairs and Enrollment Management, Chris Martin-VP for Finance and Administration/CFO, Alison McFarlane-VP for Institutional Advancement, Jeff Aird-VP for Institutional Effectiveness, Tim Sheehan-VP Government and Community Relations, Juone Kadiri-VP for Institutional Equity, Inclusion and Transformation  SLCC Representatives: Adam Dastrup-Faculty Senate President, Shirene McKay-Faculty Association President, Gina Alfred-Staff Association President, Nancy Michalko-Executive Director of Development & Foundation, Chris Lacombe-Legal Counsel, Michael Navarre-Asst. VP for Institutional Marketing and Communications, Dr. Jennifer Saunders-Dean of the School of Applied Technology and Technical Specialties, Dr. Darren Marshall-Asst. VP for Budget Services and Financial Planning, Sandra Lehman-Executive Assistant to President Huftalin and secretary to the Board of Trustees, Guy Douros and Laif Erickson -Technical Support		

	<b>Agenda</b>	<b>Discussion Summary and Action</b>
I.	<b>BOARD BUSINESS: Brady Southwick, Chair</b>	Chair Southwick opened the meeting and thanked everyone for attending. He welcomed USHE Commissioner Dave Woolstenhulme and announced that Trustee Kim Wilson will be the new Audit Committee Chair and Executive Committee member. He also shared that President Huftalin had a recent comprehensive evaluation through USHE and the Board of Higher Education which was shared with the trustees and cabinet members. He and Vice Chair Chillingworth had a conference with the Commissioner, Board of Higher Ed Chair Church and Vice Chair Anderson to provide feedback about the evaluation. He praised President Huftalin for her determination to be transparent and commended her for the wonderful job she's doing.
	<b>A. Comprehensive Campaign Update &amp; Report on Progress + Trustee Scholarship Report - Trustee Coralie</b>	Nancy Michalko shared a presentation that reviewed the total campaign donations raised to date which are \$33.7 million - toward the \$40 million

	Alder, VP Alison McFarlane, and Nancy Michalko	goal. She also reviewed recent gifts made to the college including from the band Metallica, U First Credit Union, Bank of America, Dominion Energy and Skywest Airlines which donated an airplane for the Aviation Maintenance program. She reminded board members about the Gail Miller Utah Leadership Cup Golf Tournament scheduled for Monday, September 12 and that the public phase of the campaign is scheduled for October 2022 through October 2023. VP McFarlane reviewed an enrollment video and materials Michael Navarre and the Marketing Department produced. Trustee Alder thanked them both for the presentations which are always positive and encouraging but reminded trustees that the campaign work is not over yet.
	B. <b>Audit Committee Report</b> – Trustee Kim Wilson, Trustee Nate Boyer	Vice Chair Chillingworth said there was nothing new to report from the Audit Committee.
	C. <b>Review of Committee Assignments</b>	Chair Southwick asked board members to review the committee assignments list and let him know of any changes or other assignments they are interested in.
II.	<b>CONSENT CALENDAR:</b> It is the recommendation of the Chair that the Board approve the following items on the Consent Calendar:	
	A. Investment Report for May & June, 2022	Trustee Wilson moved to accept the Consent Calendar items as presented. Trustee Alder seconded the motion that carried unanimously.
	B. Minutes of Previous Meeting, June 8, 2022	
	C. Executive Session: Approval to hold an Executive Session or Sessions in connection with the meeting of the SLCC Board of Trustees to be held October 12, 2022 to consider matters permitted by the Utah Open and Public Meetings Act.	
	D. Personnel Report for June, July, 2022	
	E. Government Funding Report—Major Grants Requested/Received	
	F. Cash Flow Report	
	G. Federal COVID Stimulus Funds Report	
III.	<b>PRESIDENT'S REPORT: Dr. Deneece Huftalin, President</b>	
	A. <b>President Huftalin</b>	President Huftalin started her report with the Policy Development Policy which trustees have for a 2 <sup>nd</sup> reading and possible approval. She reminded them
	1. <b>ACTION:</b> Policy Development Policy (2 <sup>nd</sup> Read)	

<ol style="list-style-type: none"> <li>2. <b>INFORMATION:</b> Faculty Tenure Awards</li> <li>3. <b>INFORMATION:</b> Cultural Assessment Update</li> </ol>	<p>that the changes to the policy are to add language for exceptions to college policies. <b>Trustee Alder moved to approve the policy as presented. The motion was seconded by Trustee Boyer and carried unanimously.</b> The annual Faculty Tenure Awards list was provided to trustees as an information item; no action was taken. President Huftalin reported that in lieu of a campus climate survey that has traditionally happened, this year, the decision was made to contract with a 3<sup>rd</sup> party to conduct a Cultural Work Environment Assessment after concerns were raised during the NWCCU accreditation visit. She acknowledged the RFP committee members and thanked them for their ongoing work. The results of the report will be shared with trustees at their retreat in September and a forum is scheduled for all employees to join and ask questions, also in September.</p>
<p><b>B. Student Life &amp; Leadership Report – Trustee Lindsay Simons</b></p>	<p>Trustee Simons reported that 100 hours of training for SLCCSA has been completed. They also had an opportunity to go to a summer leadership conference for student leaders across the state. They are gearing up for the Bruin Bash (Student Convocation event) and another dance in September. She said that she wants to move away from being an event focused group to more advocacy-based activities and initiatives and be more intentional with events. She is excited to serve another year. She provided more detail in what the training consisted of and student advocacy issues they are considering. She has also been named the Executive VP of a statewide student leader group.</p>
<p><b>C. Academic Affairs Report – Provost Clifton Sanders</b></p> <ol style="list-style-type: none"> <li>1. <b>ACTION:</b> Credit for Prior Learning Policy (2<sup>nd</sup> Read)</li> <li>2. <b>INFORMATION:</b> SLTech Update (GUEST: Dean Jennifer Saunders)</li> </ol>	<p>Provost Sanders first reviewed the Credit for Prior Learning Policy which trustees have for a second reading. <b>Trustee Boyer moved to approve the Credit for Prior Learning Policy as presented. Trustee Washington seconded the motion. The motion carried unanimously.</b></p> <p>Provost Sanders provided a brief history that caused the merger of tech colleges with credit institutions and explained that it is a massive process of alignment that is ongoing. Part of the alignment is rebranding which consists of more than just name changes but also affects operations, curriculum, as well as other things. He introduced Dr. Jennifer Saunders, the Dean of the School of Applied Technology and Technical Specialties who</p>

	<p>has been instrumental in the transition. Dean Saunders circulated a handout that provided more detail; she explained the changes. She also highlighted key milestones that have been achieved so far. She answered questions and the group discussed industry and employer outreach, career services opportunities, and SLTC being affordable and a faster way for students to move into workforce. They also discussed tailoring ESL programs for specific employers and moving ESL from clock to credit hours that could possibly create barriers for some students. Dean Saunders explained that they are aware of the concern and are planning ways to lessen any barriers created. Commissioner Woolstenhulme commented on the rationale behind the merger. President Huftalin acknowledged and commended faculty who have been working hard on the transition. Dean Saunders will meet with Trustee Castro to determine how the Suazo Center can help facilitate ESL training for industry and to provide SLCC and SLTC marketing materials to interested businesses.</p>
<p><b>D. Finance &amp; Administration Report –</b>  <b>VP Chris Martin</b></p> <ol style="list-style-type: none"> <li>1. <b>ACTION:</b> Workplace Bullying Policy (2<sup>nd</sup> Read)</li> <li>2. <b>ACTION:</b> Annual Budget Review</li> <li>3. <b>INFORMATION:</b> Capital Improvements Projects in excess of \$100,000 report</li> </ol>	<p>VP Martin explained that trustees have the Workplace Bullying Policy for a second reading and offered to answer questions. <b>Trustee Alder moved to accept the Workplace Bullying Policy as presented. Trustee Castro seconded the motion that carried unanimously.</b> VP Martin introduced Dr. Darren Marshall, the Assistant VP of Budget Services and Financial Planning to give the annual budget review. He shared a presentation and walked through the report for the Operations, Triple I and Auxiliary Budgets. <b>Trustee Wall moved to approve the Operations, Triple I and Auxiliary Budgets as presented; Trustee Chillingworth seconded the motion. The motion carried unanimously.</b> VP Martin thanked Dr. Marshall for his great work. Last, as an information item, VP Martin provided the Capital Improvements Projects in excess of \$100,000 report and highlighted projects that help reduce water usage.</p>
<p><b>E. Institutional Effectiveness Report –</b>  <b>VP Jeff Aird</b></p> <ol style="list-style-type: none"> <li>1. <b>ACTION:</b> Data Governance Policy (2<sup>nd</sup> Read)</li> <li>2. <b>INFORMATION:</b> Enrollment Report</li> </ol>	<p>VP Aird's first item is the second reading of the Data Governance Policy. He explained the purpose of the policy and called for questions. <b>Trustee Wilson moved and Trustee Washington seconded the motion to approve the Data Governance Policy as presented.</b> Next, VP Aird explained the handout in the meeting packet with enrollment data for end of term, Spring 2022.</p>

	<p><b>F. Campus-based &amp; Constituents Report:</b></p> <ol style="list-style-type: none"> <li>1. <b>INFORMATION:</b> Faculty Association/Faculty Senate Report – Shirene McKay and Adam Dastrup</li> </ol>	Faculty Association President Shirene McKay provided the Faculty Association report to trustees.
	<b>BOARD BUSINESS (continued): Brady Southwick, Chair</b>	
	<p>A. <b>ACTION:</b> Enter <b>EXECUTIVE SESSION</b> to discuss the sale, purchase, exchange, or lease of real property as permitted by Utah Code §52-5-205; Reconvene in <b>REGULAR SESSION</b> to take action</p>	<p><b>Trustee Wall moved to go into Closed Session to discuss the sale, purchase, exchange, or lease of real property as permitted by statute; the motion was seconded by Trustee Alder and carried unanimously. Everyone except the President, Trustees, Executive Cabinet, and secretary vacated the room.</b></p> <p>The board reconvened in Regular Session at 9:37 a.m.</p> <p><b>Trustee Alder moved to approve the Student Housing Project as discussed in Closed Session. Trustee Wall seconded the motion that carried unanimously.</b></p>
	B. Other:	<p>Trustee Wilson reported that the ad hoc nominating and HD committees met to review upcoming board vacancies and consider nominations. Trustee Alder will head the blended committees moving forward. He asked trustees to please send them names of people to consider for replacing vacancies on the board in 2023 and for Honorary Doctorate nominations so that they can bring those to the board in January.</p> <p>President Huftalin thanked Trustee Wilson and said that a standing Committee Report item can be added to the agenda for future reports.</p>
V.	Adjournment	<b>Trustee Wilson made a motion to adjourn the meeting at 9:45 a.m. Trustee Washington seconded the motion. The motion carried unanimously.</b>

*Approved at the October 12, 2022 SLCC Board of Trustee Meeting.*

*date*

*Sandra Lehman, Executive Assistant to  
President Deneece G. Huftalin*

SALT LAKE COMMUNITY COLLEGE  
PERSONNEL HIRING REPORT

**TAB D**

August 1-31 2022

Name	Title	Department	Date
<b>ADMINISTRATION</b>			
Stephanie Richardson	Assoc Dean, Nursing (Temporary)	Nursing Division	August 1, 2022
Jody Katz	Director, Disability Resources Center	Disability Resource Center	August 16, 2022
Vilma Velazquez	Director, Employee Relations	People & Workplace Culture	August 16, 2022
<b>FACULTY</b>			
Joanne Stosich	Instructor	Biology	August 16, 2022
Nathaniel Ferrara	Associate Professor	Aviation & Related Tech	August 16, 2022
Michael Worthington	Assistant Professor	Nursing	August 16, 2022
Robert Bennett	Assistant Professor	Aviation & Related Tech	August 16, 2022
Laura Chapman	Assistant Professor	Nursing	August 16, 2022
Duncan Hutchings	Instructor	Nursing	August 16, 2022
Benjamin McLain	Instructor	Nursing	August 16, 2022
Daniel Line	Instructor	Exercise Science	August 16, 2022
<b>STAFF--EXEMPT</b>			
Stephanie Richardson	Interim Associate Dean for Nursing	Nursing	August 1, 2022
Jessica Doyle	Coordinator 2, Human Resources, Benefits	Human Resources-Benefits	August 8, 2022
Selina Arenas	Custodian	Facilities- Custodial	August 16, 2022
Rebecca Harrington	Advisor 1, Pathways	Academic Advising	August 16, 2022
Malcolm Tasker	Manager 2, Facilities	Facilities Office	August 16, 2022
Andres Orozco	Manager 2, SLTC & Technical Specialties, Marketing & Outreach	School of Applied Tech & Technical Specialties	August 16, 2022

**SALT LAKE COMMUNITY COLLEGE  
PERSONNEL HIRING REPORT**

August 1-31 2022

**STAFF--NON-EXEMPT**

Rand Abbas	Specialist 1, Transfer Evaluation	Office of Registrar & Academic Affairs	August 1, 2022
Heather Andrus	Accounting Technician 2, Accounts Receivable	Collections (Student Loans & Rec)	August 1, 2022
Jessica Korogi	System Administrator 1	Information Technology	August 1, 2022
Shawna Grundtvig	Lead Custodian	Facilities Custodial	August 1, 2022
Andriana Guzman-Sierra	Specialist 2, Child Care Provider, Director Designee	Child Care (Student Affairs)	August 1, 2022
Winter Rae Murdock	Specialist 1, Child Care Provider (South City Campus)	Child Care (Student Affairs)	August 1, 2022

**SALT LAKE COMMUNITY COLLEGE****PERSONNEL HIRING REPORT**

September 1-30, 2022

<b>Name</b>	<b>Title</b>	<b>Department</b>	<b>Date</b>
<b>ADMINISTRATION</b>			
--None			
<b>FACULTY</b>			
--None			
<b>STAFF--EXEMPT</b>			
Kathleen Beecher	Advisor 1, Financial Aid	Financial Aid	September 1, 2022
Leslie Langi	Advisor 3, Admissions Recruitment	Admissions Office	September 1, 2022
James Moyer	Specialist 3, Advancement Services	Development Office	September 1, 2022
Amila Kovacic	Development Officer 1, Gift Processing & Data	Development Office	September 1, 2022
Ruston Jones	Coordinator 2, Instructional Media Designer	elearning	September 16 ,2022
Halimat Ipesa-Balogun	Instructional Designer 2	Workfroce & Econ Development	September 16, 2022
Bernice Ova	Coordinator 2, Multicultural Student Success	Admissions Office	September 16, 2022
Charlotte Smith	Coordinator 2, Online Student Success	Contact Center	September 16, 2022
Becky Guertler	Program Manager 2, Veteran Business Resource Center	Business Development Resources	September 16 ,2022
Peggy Fischer	Family Nurse Practitioner 2	Center for Health and Counseling	September 19, 2022
<b>STAFF--NON-EXEMPT</b>			
Sage Snarr	Custodian	Facilities, Custodial	September 1, 2022
Shanese Valdez	Custodian	Facilities, Custodial	September 1, 2022
Layla Drozd	Administrative Assistant II, General Counsel	General Counsel, Government Relations	September 1, 2022
Kira Jensen	Custodian	Facilities, Custodial	September 1, 2022
Shanese Valdez	Custodian	Facilities, Custodial	September 1, 2022
Adrianna Richards	Specialist 2, Eccles Lab School (Child Care Lead Teacher)	Eccles Lab School	September 1, 2022

## TAB E

**Vice President of Government and Community Relations  
Office of Sponsored Projects: Government Funding Report  
Board of Trustees Meeting: October 2022**

<b>NEW FUNDING ACTION</b>							
<b>Funding Agency: Project Name</b>	<b>Date Submitted</b>	<b>Amount Requested</b>	<b>Receipt of Award</b>	<b>Status</b>	<b>Amount Funded</b>	<b>Period of Performance</b>	<b>Program Administration</b>
HRSA (UofU, Lead): AHEC 2022	04/01/22	\$739,289	09/14/22	Awarded	\$540,940	9/1/22-8/31/27	School of Health Sciences
ED: Legislative Internship Program (Earmark)	06/29/22	\$500,000	09/29/22	Awarded	\$500,000	9/1/22-8/31/25	Student Affairs
Dept. of Commerce: Utah MBDA Business Center	05/31/22	\$1,465,267	09/20/22	Awarded	\$1,498,147	9/1/22-6/30/26	Workforce and Economic Development
ED: Child Care Access Means Parents in School (CCAMPIS)	07/11/22	\$637,612	09/22/22	Awarded	\$637,612	10/1/22-9/30/26	Student Affairs
Salt Lake County ZAP FY23	04/29/22	\$85,000	09/02/22	Awarded	\$82,000	7/1/22-6/30/23	School of Arts, Communication and Media
SLCAC: Grand Youth Afterschool Theatre Program	06/29/22	\$7,000	09/07/22	Awarded	\$4,000	9/1/22-8/31/23	School of Arts, Communication and Media
<b>ON-GOING FUNDING ACTIVITY</b>							
<b>Funding Agency: Project Name</b>	<b>Date Submitted</b>	<b>Amount Requested</b>	<b>Receipt of Award</b>	<b>Status</b>	<b>Amount Funded</b>	<b>Period of Performance</b>	<b>Program Administration</b>
SBA: Service-Disabled Veteran Entrepreneurship Training	08/18/22	\$543,044		Under Consideration		9/30/22-9/29/2026	Business Development Resources
SBDC (USU, lead): Salt Lake Regional Center 2023	08/31/22	\$260,000		Under Consideration		1/1/23-12/31/23	Business Development Resources
HRSA (UofU, lead): AHEC Community Health Worker Upskilling	06/09/22	\$73,495		Under Consideration		9/15/22-9/14/25	School of Health Sciences
NSF: Enhancing Student Success in Biology	05/02/22	\$714,457		Under Consideration		11/15/22-11/14/25	School of Science, Math and Engineering
Carl Perkins 23		\$861,027		Awarded	\$861,027	7/1/22-6/30/23	School of Applied Technology and Technical Specialties

Utah Higher Ed AmeriCorps Network: Education Award Slots Dental Hygiene	03/10/22	47 slots	07/27/22	Awarded	47 slots	8/15/22-8/14/23	School of Health Sciences
FEMA: Public Assistance Grant	05/26/22	\$24,922	07/26/22	Awarded	\$38,757	7/1/21-11/9/22	Finance and Administration
UDPS: EMPG	05/03/22	\$20,000	07/26/22	Awarded	\$20,000	11/1/22-10/31/26	Finance and Administration
SLCO: Workforce Inclusion & Successful Employment (WISE)	06/30/22	\$2,039,910	07/15/22	Awarded	\$2,000,000	9/1/22-12/31/26	Student Affairs
USHE: Learn & Work FY23	06/17/22	\$1,958,206	07/11/22	Awarded	\$1,208,992	7/1/22-6/30/23	Workforce and Economic Development
USHE: Educational Reengagement	06/15/22	\$750,000	06/30/22	Awarded	\$715,000	7/1/22-6/30/23	Student Affairs
Consulate of Mexico: IME Becas	05/05/22	\$17,000	06/01/22	Awarded	\$3,000	7/1/22-6/30/23	Student Affairs
USHE: CNA Program Expansion	04/15/22	\$387,500	05/23/22	Awarded	\$361,000	7/1/22-6/30/23	School of Applied Technology and Technical Specialties
Great SL Audubon: Ecology of Birds Breeding Across an Urban Gradient in Utah		\$1,000	04/07/22	Awarded	\$1,000	4/7/22-4/6/23	School of Science, Math and Engineering
Utah Higher Ed AmeriCorps Network: Education Award Slots Thayne Center	03/14/22	10 slots	07/27/22	Awarded	10 slots	8/15/22-8/14/23	Student Affairs
FEMA, Building Resilient Infrastructure and Communities: South City Campus Scoping Project	09/30/21	\$92,867	05/25/22	Awarded	\$92,867	9/1/22-8/31/24	Finance and Administration
SBDC (USU, lead): Salt Lake Regional Center 2022	09/14/21	\$260,000	04/27/22	Awarded	\$260,000	1/1/22-12/31/22	Business Development Resources
Utah Dept. of Health: Lactation Accommodation Mini-Grant	03/01/22	\$2,500	04/18/22	Awarded	\$2,500	4/4/22-12/31/22	Finance and Administration
DWS: Child Care Stabilization Grant	12/17/21	\$150,000	02/16/22	Awarded	\$180,000	1/1/22-12/31/22	School of Humanities and Social Science
DWS: Technology Training for Refugees	01/19/22	\$572,096	02/01/22	Awarded	\$397,457	1/1/22-6/30/23	Workforce and Economic Development
GOED: Talent Ready Connections - SATTS Apprenticeship; WED Stadler Rail & Merit Medical	07/30/21	\$832,728	09/27/21	Awarded	\$587,370	9/1/21-6/30/23	School of Applied Technology and Technical Specialties
GOED: Utah Works 2021-23	07/08/21	\$974,974	08/23/21	Awarded	\$1,108,234	7/1/21-6/30/23	Workforce and Economic Development
ED: Talent Search, Salt Lake School District	02/25/21	\$1,422,940	08/05/21	Awarded	\$1,422,940	9/1/21-8/31/26	Student Affairs

DWS: Business Training & Coaching for Child Care Providers	06/10/21	\$169,593	06/24/21	Awarded	\$330,652	7/1/21-6/30/23	Workforce and Economic Development
NSF: Increasing STEM Success through Scholarships and Support Services	03/25/20	\$999,964	12/15/20	Awarded	\$999,964	12/15/20-11/30/25	School of Science, Math and Engineering
UDVMA: Veteran Support Center Grant 2021	08/06/20	\$17,492	09/30/20	Awarded	\$17,492	9/1/20-6/30/23	Student Affairs
ED: Student Support Services	01/27/20	\$1,834,520	08/12/20	Awarded	\$1,898,730	9/1/20-8/31/25	Student Affairs
ED: Student Support Services, STEM	01/27/20	\$1,265,260	08/12/20	Awarded	\$1,309,545	9/1/20-8/31/25	Student Affairs
ACF-ORR (DWS): Short-term Occupational Training for Refugees		\$272,899		Awarded	\$581,368	5/1/18-9/30/23	Workforce and Economic Development
NSF (Middlebury College, Lead): Critical Zone Collaborative	12/02/19	\$423,436	07/28/20	Awarded	\$401,139	9/1/20-8/31/25	School of Science, Math and Engineering
NSF: Expanding Technical Career Pathways in Manufacturing for High School Students	10/03/19	\$599,777	07/22/20	Awarded	\$584,942	7/1/20-6/30/23	School of Science, Math and Engineering
NASA (UofU, Lead): Aeronautics Education	09/30/19	\$40,000	07/14/20	Awarded	\$43,485	5/18/20-5/17/24	School of Science, Math and Engineering
NSF (Penn State, lead): Nanotechnology Center Grant	10/01/19	\$60,000	06/22/20	Awarded	\$52,567	9/1/20-8/31/23	School of Science, Math and Engineering
ED: Experimental Sites Initiative, Fed. Work-Study	09/23/19	\$0	02/19/20	Awarded	Financial Aid Waiver	TBD	Student Affairs
UDVMA: Veteran Center Support Grant	05/24/19	\$24,808	08/15/19	Awarded	\$23,463	7/1/19-6/30/23	Student Affairs
UDVMA: Veteran Center Support Grant	06/15/18	\$32,085	07/03/18	Awarded	\$16,938	2019-2022	Student Affairs
SLCO: Mill CO-OP Business Services	04/14/22	\$24,633	05/05/22	Awarded	\$40,000	5/1/22-12/31/22	Business Development Resources
UAM: Utah Original Writing Competition	09/06/19	\$30,000	11/27/19	Awarded	\$90,000	1/1/20-12/31/22	School of Humanities and Social Science
Jordan Valley Water Conservancy: Landscape Leadership Grant	10/15/21	\$33,603	11/15/21	Awarded	\$33,603	11/1/21-10/31/22	Finance and Administration
ED: Experimental Sites Initiative, Pell for Incarcerated Persons	09/18/19	\$0	04/24/20	Awarded	Financial Aid Waiver	6/23/20-10/31/22	School of Humanities and Social Science
ED: Strengthening Institutions Grant	06/08/15	\$2,236,497	09/06/16	Awarded	\$2,236,497	10/1/16-9/30/22	School of Science, Math and Engineering
ED: Child Care Access Means Parents in School (CCAMPIS)	07/23/18	\$1,068,472	09/28/18	Awarded	\$1,082,848	10/1/18-9/30/22	Student Affairs

ED: ARP, Strengthening Institutions			08/06/21	Awarded	\$1,866,052	8/13/21-6/30/23	Finance and Administration
ED, ARP: Institutional Funds			05/13/21	Awarded	\$20,873,927	5/13/20-6/30/23	Finance and Administration
ED, ARP: Student Aid Funds			05/13/21	Awarded	\$21,598,914	4/22/20-6/30/23	Finance and Administration
ED: CRRSAA, Strengthening Institutions			03/06/21	Awarded	\$1,022,514	12/27/20-6/30/23	Finance and Administration
ED: CRRSAA, Institutional Funds			02/16/21	Awarded	\$18,806,832	12/27/20-6/30/23	Finance and Administration
ED: CRRSAA, Student Aid Funds			02/16/21	Awarded	\$5,323,937	12/27/20-6/30/23	Finance and Administration
<b>Total funding requests under consideration:</b>		<b>\$1,590,996</b>					
<b>Total funding for active awards:</b>				<b>\$91,758,252</b>			

# TAB F

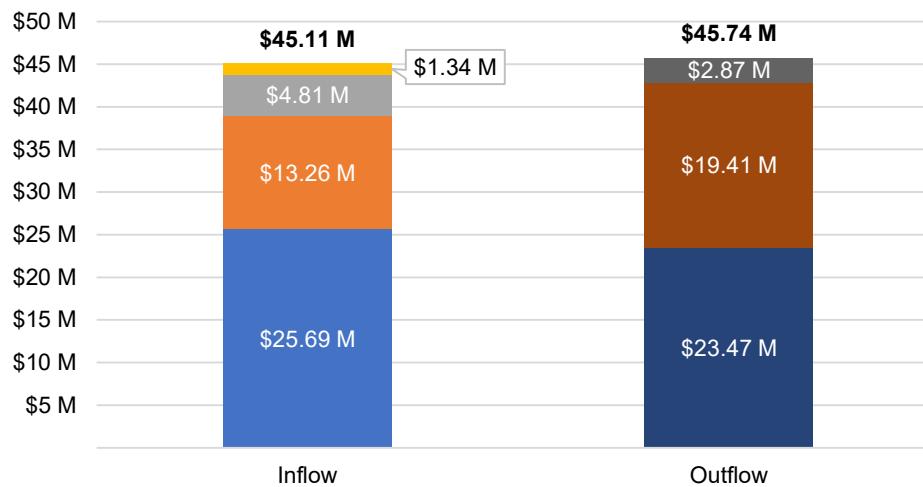
## Salt Lake Community College Cash Activity Month Ended 8/31/2022

	August 2022	FY2023 YTD	FY2022 YTD
State Appropriation	\$ 15,487,425	\$ 25,694,405	\$ 23,051,758
Tuition, Fees, & Charges for Services	9,268,141	13,261,424	10,793,899
U.S. Dept of Education Draws	4,810,946	4,810,946	12,374,637
Other	511,490	1,338,640	753,711
<b>Total Inflows</b>	<b>30,078,002</b>	<b>45,105,415</b>	<b>46,974,005</b>
Payroll	(11,746,933)	(23,468,500)	(22,804,580)
Payments to Suppliers	(9,700,992)	(16,394,014)	(15,239,517)
Payments for Debt Service	-	(184,251)	(204,523)
New Building Construction	(1,326,843)	(2,828,524)	(37,051)
Other	(2,493,567)	(2,865,556)	(3,345,051)
<b>Total Outflows</b>	<b>(25,268,335)</b>	<b>(45,740,845)</b>	<b>(41,630,722)</b>
<b>Cash Increase/(Decrease)</b>	<b>\$ 4,809,667</b>	<b>\$ (635,430)</b>	<b>\$ 5,343,283</b>

August 2022



FY 2023 YTD



FY 2022 YTD



# **TAB G**



Controller's Office  
SALT LAKE COMMUNITY COLLEGE

SLCC ARP COVID19 Actual Expenditure Report  
March 2021-September 2022

Student ARP AWARDS												
Item Name	Account	Budget	Q1 FY22	Q2 FY22	Q3 FY22	Q4 FY22	July-22	August-22	September-22	Total \$ Amount	Remaining	Description
Student Financial Aid		\$ 21,598,914	\$ 2,484,500	\$ 35,500	\$ 9,863,505	\$ 5,175,000	\$ 2,750	\$ 3,500	\$ -	\$ 17,564,755	\$ 4,034,159	Student Block Grants & Scholarships
										<b>Sum Total</b>	<b>\$ 17,564,755</b>	
										<b>Budgeted</b>	<b>\$ 21,598,914</b>	
										<b>Remaining</b>	<b>\$ 4,034,159</b>	
										<b>Burn Rate</b>	<b>81%</b>	
INSTITUTIONAL ARP												
Item Name	Account	Budget	Q1 FY22	Q2 FY22	Q3 FY22	Q4 FY22	July-22	August-22	September-22	Total \$ Amount	Remaining	Description
Budget-Salaries	60000	\$ 310,000.00		\$ 2,381	\$ 186,058	\$ 23,904	\$ 33,287	\$ 18,183	\$ 263,811	\$ 46,189		
Budget-Hourly-Teaching	61000	\$ 40,000.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000	
Budget-Hourly-Non-Teaching	62000	\$ 40,000.00		\$ 1,221	\$ 47,694	\$ 3,201	\$ 3,592	\$ 1,099	\$ 56,808	\$ (16,808)		
Budget-Salaried Benefits	65000	\$ 100,000.00		\$ 679	\$ 71,955	\$ 15,680	\$ 14,316	\$ 7,615	\$ 110,245	\$ (10,245)		
Budget-Benefits Other	66000	\$ 10,000.00		\$ 370	\$ 3,822	\$ 245	\$ 250	\$ 84	\$ 4,772	\$ 5,228		
Current Expense Budget	70000	\$ 1,200,000.00		\$ 58,387	\$ 200	\$ 5,975	\$ -	\$ -	\$ 64,562	\$ 1,135,438		
Tuition Shortfall FY 22		\$ 7,000,000.00							\$ -	\$ -	\$ 7,000,000	
Student Debt Write-off		\$ 1,000,000.00							\$ -	\$ -	\$ 1,000,000	
Student Fee Shortfall FY 22		\$ 500,000.00							\$ -	\$ -	\$ 500,000	
Tuition Shortfall FY 23		\$ 2,671,376.78							\$ -	\$ -	\$ 2,671,377	
Childcare in lieu of raising fees		\$ 200,000.00							\$ -	\$ -	\$ 200,000	
Childcare losses		\$ 300,000.00							\$ -	\$ -	\$ 300,000	
Parking Service Lost Revenue				\$ 413,973					\$ -	\$ 413,973		
Bursar Lost Revenue				\$ 411,350					\$ -	\$ 411,350		
Bookstore Lost Follett Commission				\$ 275,371					\$ -	\$ 275,371		
ALLOC FY22 HEERF STD FEE LOST REV				\$ 1,500,874					\$ -	\$ 1,500,874		
SLTC FY22 Lost Tuition Revenue				\$ 456,484					\$ -	\$ 456,484		
202120 Spr Debt Forgiveness				\$ 1,254,568					\$ -	\$ 1,254,568		
E&G Fall FY22 Lost Tuition Revenue				\$ 2,500,000					\$ -	\$ 2,500,000		
E&G Spring FY22 Lost Tuition Rev				\$ 4,500,000					\$ -	\$ 4,500,000		
Student Financial Aid Scholarships		\$ 1,344,741.75		\$ 360,203	\$ 169,079	\$ 16,803	\$ 351	\$ (708)	\$ 545,729	\$ 799,013		
Indirect Cost Budget*	99000	\$ 6,157,808.47			\$ 3,213,426					\$ 3,213,426	\$ 2,944,382	
		\$ 20,873,927.00							<b>Sum Total</b>	<b>\$ 15,571,972</b>		
									<b>Budgeted</b>	<b>\$ 20,873,927</b>		
									<b>Remaining</b>	<b>\$ 5,301,955</b>		
									<b>Burn Rate</b>	<b>75%</b>		

\* Indirect Cost Budget is based on Modified Direct Total Cost (MTDC) some costs are excluded from this such as food over \$25,000, equipment over \$25,000, software contracts greater than \$25,000

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## **TAB H**



# **CRIME AWARENESS AND ANNUAL SECURITY REPORT**

## **POLICE**

A Report to Students, Faculty and Staff from  
Salt Lake Community College  
Department of Public Safety

**Through 2021**



To the Salt Lake Community College Community:

On behalf of the Salt Lake Community College Department of Public Safety, I am pleased to welcome you to our community. It is our goal to do everything possible to maintain an environment where everyone can feel safe to visit, learn, and work. One way to create such an environment is to inform you about issues, interests, and policies regarding your safety and security and the services that we provide. I hope this report will be helpful in this regard.

The second way is to form a partnership between you and the officers and employees who serve you. To achieve this objective, the campus community must become involved in fighting crime. Working together we can create the type of community we can all feel good about. We urge you to promptly report any criminal or suspicious activity observed on any Salt Lake Community College Campus. Contact numbers are provided in this report.

The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, commonly referred to as the Clery Act, requires higher education institutions to collect, report and disseminate crime data to the campus community and U.S. Department of Education; to provide timely warnings of reported crimes that represent a threat to the safety of students or employees; and to make public their campus security policies. In compliance with this legislation, SLCC's Department of Public Safety works closely with the College administration to disseminate public safety alerts to faculty, staff and students, produces an annual security report, and maintains a log of reported criminal incidents.

In compliance with Utah law (53B-28-301 – Campus Safety Amendments), the SLCC Annual Security Report provides information on current crime statistics, campus safety plan, campus safety curriculum, and other public safety related information. Please take a moment to review the rest of this report for information on some of the safety programs offered by the College and tips on staying safe.

Please enjoy your campus experience and call on us if we may be of service. Please don't hesitate to contact me, or any of the law enforcement officials serving Salt Lake Community College.

Sincerely,  
Shane Crabtree  
801-957-4571  
Executive Director of Public Safety  
Salt Lake Community College

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### Policy of Preparing the Annual Security Report and Disclosure of Crime Statistics

The safety and well-being of students, visitors and employees is a high priority at Salt Lake Community College (SLCC). While the campuses and centers of the College are relatively safe places, they are subject to many of the same problems experienced in the communities where they are located. The full support and cooperation of the entire college community is required to ensure the continued ability to work and pursue knowledge in a safe and secure environment. We encourage you to carefully read and use the following campus safety and security information to help make the campus a safe place for you and others.

This annual security report is designed to comply with the Campus Security Act of 1990 as implemented under regulations found in 34 CFR 668.46. It will be updated annually to ensure accurate and current information is provided to all students, employees and applicants for enrollment or employment at Salt Lake Community College. This report includes information about campus law enforcement, reporting of criminal activity, crime awareness and prevention, and campus crime statistics.

### Notification of Annual Security Report

Each year, an e-mail notification is sent to all current SLCC students, faculty, and staff providing the website to access this report. Upon request, prospective students and employees may obtain a written paper copy of the report at the SLCC Department of Public Safety located on the Taylorsville Redwood Campus, Gundersen Services Building, 4365 South 2200 West, Salt Lake City, UT 84130; or by calling (801) 957-3800; or on the web: <http://www.slcc.edu/police/clery.aspx>

### SLCC Campus Law Enforcement Overview

Salt Lake Community College provides important public safety services to a large and diverse campus community consisting of approximately 48,000 students and approximately 4000 supporting faculty/staff. This is accomplished through 24-hour a day, 7 days a week police protection.

In May 2003, the College Board of Trustees and College President elected to contract with the Utah State Department of Public Safety (DPS) for law enforcement services on the Taylorsville Redwood, Jordan and South City Campuses of the College. The effective date of this contract was July 1, 2003. Police services to the other campuses and centers are provided by the police departments of the cities in which they are located. The campuses, centers, and their respective departments contact numbers are provided in this report.

Utah DPS is a full-service agency of the state of Utah and provides police services on a statewide basis. DPS provides 24/7 coverage on Taylorsville Redwood, South City, and Jordan Campuses utilizing uniformed State Troopers and investigators. They maintain offices on each campus. You will find DPS police officers on these campuses, in automobiles, on bicycles, and walking on patrol 24 hours a day, 7 days a week.

The Miller, Library Square, West Valley, West Pointe, and Airport Campus have contracted with Sandy City, West Valley City and Salt Lake City Police Departments respectively to provide officers on site during specific hours. Officers from the various Departments serving the College will frequently be seen on the campuses and centers.

The police officers serving the Salt Lake Community College campuses receive their police authority via the provisions of Utah Code, Title 53, Chapter 13, Section 103.

## CRIME AWARENESS AND ANNUAL SECURITY REPORT 2021

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Any person who is a victim of a crime is encouraged to immediately notify the police. If a person is the victim of a crime or is aware of a crime and does not wish to contact the police, the person may report the incident to one or all of the following agencies:

Dean of Students	801-957-4776
Vice President for Student Affairs & Enrollment Management	801-957-4284
Risk Administration	801-957-4041
Title IX Coordinator	801-957-4561
Equal Employment Opportunity (EEO)	801-957-4561
Rape Recovery Center (not affiliated with SLCC)	801-467-7273

If the victim of a misdemeanor crime does not want police action taken, the crime is generally not prosecuted. The information will be given to the police for statistical purposes only. *Felony offenses must be reported for investigation.*

### **SafeUT App**

The [SafeUT](#) app is a crisis chat and tip line that provides real-time crisis intervention for students through live chat and a confidential tip line. This allows the SLCC community to submit tips of alleged crimes from their smartphones.

### **Campus Safety Officers**

The College utilizes Campus Safety Officers (CSOs) to patrol the campuses of Taylorsville Redwood, South City, Jordan, Miller, Library Square, and West Valley between the hours of 5:00 p.m. and 2:00 a.m. The officers assure the security of buildings, equipment, and mitigation of physical hazards. CSOs are uniformed, but are not sworn peace officers. Their presence greatly enhances the safety of the college community on these campuses.

### **Reporting a Crime**

Students and others who become aware of criminal actions or other emergencies anywhere on campus should report these to the Salt Lake Community College Department of Public Safety **by dialing 911**. Individuals may also use any emergency phone, located in main thoroughfares of all campus buildings. However, if you are a victim of a crime that occurs off-campus and need help identifying the appropriate law enforcement agency for your jurisdiction, please contact 801-957-3800.

Incidents reported to SLCC Department of Public Safety, to UHP or to the local municipalities in which the campus is located will be investigated for the purpose of reducing crime, improving safety, making disciplinary referrals, and imposing criminal sanctions as appropriate. We cannot overemphasize the importance of prompt and accurate reporting of crime. If a crime is not reported promptly, evidence can be destroyed or the potential to apprehend a suspect is lost. If you witness a crime or emergency, promptly report it to the SLCC DPS and be prepared to answer questions as accurately as you can. The subsequent investigation can only be as thorough as the information received. If you are the victim of a crime, or you have seen or received information of criminal activity or other emergency, please contact the appropriate authority immediately.

Additionally, incidents reported to the SLCC Department of Public Safety or to the local municipalities on other campuses, will be included in the statistical report contained in the Annual Security Report (ASR, Clery Report) prepared annually by the college.

## CRIME AWARENESS AND ANNUAL SECURITY REPORT 2021

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Under very limited circumstances, the SLCC Department of Public Safety or contracted law enforcement agencies may remove reports of crimes that have been deemed “unfounded” (determined by a sworn or commissioned law enforcement officer to be false or baseless). SLCC will still report and disclose all crimes that are “unfounded” in the Annual Security Report.

The following is a list of all emergency and non-emergency contact information for SLCC Department of Public Safety and other contracted law enforcement agencies:

CAMPUS/CENTER	POLICE DEPARTMENT	CONTACT NUMBERS	
Redwood Campus South City Campus Jordan Campus	Utah DPS (Highway Patrol) 4501 South 2700 West Salt Lake City, Utah 84119	Emergency Calls Non-Emergency Administrative Calls Campus Office Animal Control (RWD) Animal Control (South) Animal Control (Jordan)	911 801-957-3800 801-965-4461 801-957-4270 801-269-7499 801-264-2243 801-840-4000
Miller Campus	Sandy City Police Department 10000 South Centennial Parkway Sandy, Utah 84070	Emergency Calls Non-emergency Calls Administrative Calls Investigation Follow-up Animal Control Calls	911 801-799-3000 801-568-7200 801-568-7200 801-352-4450
Library Square	Salt Lake City Police Department 475 South 300 East Salt Lake City, Utah 84111	Emergency Calls Non-emergency Calls Administrative Calls Investigation Follow-up Animal Control Calls	911 801-799-3000 801-799-3800 801-799-3720 801-264-2243
Airport Center	Salt Lake City Police Department 475 South 300 East Salt Lake City, Utah 84111	Emergency Calls Non-emergency Calls Administrative Calls Investigation Follow-up Animal Control Calls	911 801-799-3000 801-799-3800 801-799-3720 801-264-2243
Westpointe	Salt Lake City Police Department 475 South 300 East Salt Lake City, Utah 84111	Emergency Calls Non-emergency Calls Administrative Calls Investigation Follow-up Animal Control Calls	911 801-799-3000 801-799-3800 801-799-3720 801-264-2243
West Valley	West Valley City Police Department 3575 South Market Street West Valley City, Utah 84119	Emergency Calls Non-emergency Calls Investigation Follow-up Animal Control Calls	911 801-840-4000 801-963-3300 801-963-5800

### Daily Crime Log

The SLCC Department of Public Safety compiles a Daily Crime Log that is available to the media, the public, and various campus offices upon request. This summary identifies the date the crime was reported, the date and time the crime occurred, the nature of the crime, the general location of the crime, and the disposition of the complaint, if known. If you would like to obtain a copy of the Crime Log, please contact the SLCC DPS by calling, 801-957-3800.

### Online Reporting Form

The online reporting form was created for individuals who may not want to file a complaint or report an incident to campus law enforcement. This form is to be used to report sexual harassment, attempted or completed sexual violence, stalking, intimate partner or dating violence, or discrimination based on sex in a college program or activity. If you or someone you know has been the victim of any of these, you are encouraged to bring it to the attention of the Title IX Coordinator and/or other college officials.

If an individual chooses to use the online reporting form, it is recommended to fill out as much information as possible based on their knowledge of the situation. Anonymous reports may be submitted; however, without the contact information of the Complainant and the ability to investigate further, the college may be limited in how it can respond.

*See, Appendix A, Online Reporting Form.*

### Timely Warning Policy and Procedure

#### Issue Timely Warnings:

The College must provide timely warnings about Clery Act crimes which pose a serious or ongoing threat to the campus community. This is determined by one (or more) College official(s) who have been pre-identified in the College's ASR. Because the nature of criminal threats is often not limited to a single location, timely warnings must be issued in a manner likely to reach the entire campus community. Timely warnings may be issued for Clery crimes occurring in Clery reportable locations.

*Exception: Crimes that would otherwise be reportable but are reported to a licensed mental health counselor in the context of a privileged (confidential) communication, are not subject to the timely warning requirement.*

#### Criteria for Issuing a Timely Warning:

The College will issue a Timely Warning whenever the following criteria are met: 1) a Clery Act crime is reported; 2) the crime occurred in a Clery Reportable Location; 3) the perpetrator has not been apprehended; and 4) there is a serious or ongoing threat to the campus community because of this crime. The decision to issue a Timely Warning shall be made on a case-by-case basis using the following criteria:

- The nature of the crime
- The continuing danger to the campus community
- The possible risk of compromising law enforcement efforts

In order to make a Timely Warning consideration, all Campus Security Authorities (CSAs) and local law enforcement agencies are directed to immediately report Clery Crimes to the SLCC Department of Public Safety.

If the Timely Warning criteria are met, a notice will be drafted using crime-specific templates and issued by the Director of Public Safety (or designee) as soon as pertinent information is available. Timely Warnings are generally issued via email, but may also be distributed through press releases, text messages, posters, desktop alerts and with messages on SLCC's website when appropriate. The College may not use all distribution methods for every incident.

### **Content of a Timely Warning:**

The following information is typically included in a Timely Warning, if available:

- A statement of the incident, including the nature and severity of the threat and the persons or locations that might be affected;
- Any connection to a previous incident(s);
- Physical description and/or composite drawing of the suspect;
- Date and time warning was released;
- Other relevant and important information (e.g., gender of the victim, student/non-student, etc.);
- Appropriate safety tips.

## **Emergency Notification and Evacuation**

The College is required to inform the campus community about a significant emergency event or dangerous situation involving an immediate threat to the health or safety of College faculty, staff, employees, students, and visitors occurring on or near College grounds. An emergency notification expands the definition of timely warning as it includes both Clery Act crimes and other types of emergencies (e.g., fire, infectious disease outbreak, etc.). Emergency events may be localized; therefore, notifications may be tailored exclusively to the segment of the campus community at risk.

The College also must have emergency response and evacuation procedures in place specific to its on campus facilities. A summary of these procedures must be disclosed in the ASR. Additionally, the emergency response procedures must be tested at least once, annually.

*Exception: Emergencies where issuing a notification would compromise efforts to assist a victim, contain the emergency, respond to the emergency or mitigate the emergency are not subject to the emergency notification requirement.*

### **Campus Alert System**

SLCC maintains a notification system, known as the “Emergency Alert System (EAS).” In the event of an emergency, the EAS sends out a notification to all students and employees. Students have the option of removing their information from the EAS service. The notification is sent out via mobile and landline telephones, SMS, and e-mail. For more information regarding the EAS go to <https://i.slcc.edu/emergency-prepare/emergency-alert-notification-instructions.aspx>.

Students and employees may also add additional personal contact information to the EAS (by clicking the link above) so they will have the opportunity to receive the emergency information by way of all their contact devices. In the event of a significant emergency or dangerous situation on campus involving an immediate threat to the health or safety of students or employees, the Director of Public Safety will confirm the existence of the emergency or situation. The Director of Public Safety will determine the appropriate segment or

segments of the campus community to receive a notification and will determine the content of the notification. The Director of Public Safety, or designee, will initiate the Campus Alert system.

The Campus Alert system at SLCC is a third-party hosted email and text messaging system for emergency communications. The College conducts two annual Campus Alert system tests. The April test is in conjunction with ShakeOut— the annual statewide earthquake exercise.

### **Emergency Response and Evacuation Policy and Procedures**

The Salt Lake Community College (SLCC) has an Emergency Management Team that consists of the Director of Public Safety, campus law enforcement, emergency management, and the President or Acting President). The members of this team have authority to grant activation of emergency response procedures, the Emergency Notification and Messaging System (Timely Warnings or Emergency Notifications) and the Emergency Coordination Center as needed. The actions of this team will be consistent with those included in the Salt Lake Community College Emergency Operations Plan as well as the Emergency Response Procedures. Based on the type of emergency and response that ensues, Public Relations will be notified to assist with the dissemination of public information accordingly.

The Emergency Operations Plan and its Annexes and Appendices are reviewed and updated by the Emergency Advisory Council on an annual basis. The Emergency Procedures are reviewed and updated annually as well and are printed in a flipchart format, published and distributed throughout the campuses as well as published on the SLCC Emergency Preparedness website, <http://i.slcc.edu/emergency-prepare/index.aspx>. This flipchart gives clear direction and instruction for student and staff response according to the type of emergency with instructions on how to report the emergency. Instructions on how to report a crime are also included in the Emergency Response Procedures. Campus closures are also included. Student and staff orientation includes training on emergency procedures as well as ongoing required staff training. Emergency Procedures may also be accessed on the Crisis Manager App, with instructions on how to download it at <http://i.slcc.edu/emergency-prepare/docs/crisis-manager-download-instructions.pdf>.

### **Testing of Emergency Plans and Procedures**

The Emergency Management office is responsible, in conjunction with the SLCC Emergency Advisory Council, SLCC Fire Marshal, the SLCC Environmental Health and Safety department and the SLCC Public Safety Department, to conduct emergency response exercises at least annually and include community response partners. These exercises are objective drive to test emergency plans and procedures. A Multi-year Training and Exercise Plan has been developed and includes a comprehensive designation of groups that are included in the exercises and the objectives that are being tested. Exercises may be announced or unannounced and will be in the form of a Table Top, Functional or Full Scale exercise and Master Exercise Plans are developed. After the exercise has been done, an After Action Report is written to address issues and improvement plans and distributed to all participating agencies. The College participates in the Great Utah Shakeout annually and publicizes the exercise activities and the mass notification that will take place in the College Globe Newspaper and in social media messages sent out by Public Relations. Information on this exercise may also be found on the Emergency Preparedness website.

### **How will you know if you need to Evacuation, Shelter in Place or Secure in Place?**

If an incident occurs, a notification may come from several sources, an emergency message via the Emergency Mass Notification System, campus safety officer, Building Marshal, CERT member, employees of the SLCC Public Safety Department, Emergency Management, police or fire personnel, or other emergency services personnel.

### Evacuation

Evacuation procedures are included in the Emergency Procedures flip chart. Staff and Students should take the initiative to identify the location of emergency exits and the stairwells in the areas they frequent and be familiar with posted evacuation floor maps.

The building must be evacuated if the fire alarm sounds or if you are instructed to evacuate by Law Enforcement, Fire personnel, facility personnel, administrative representative, or building marshal. The fire alarm is the fastest way to signal a full building evacuation and should be used in the event of fire, hazardous materials spill, or other emergency. **Never ignore the fire alarm. If, however, you are the one that discovers a fire, follow evacuation procedures and call 911 and 801-957-3800 as soon as you are safe to do so.**

**(The Fire Alarm should NOT be used in the event of an Active Shooter situation.)**

### When Instructed to Evacuate the Building

- Always **leave the building immediately**. Turn off equipment and lights and close the door behind you. (A closed door will limit the spread of heat and smoke and will also act as a fire barrier, and can serve as a theft deterrent in case of other evacuations.) Do not take personal belongings.
- Use stairways to exit. Never use an elevator as an emergency exit. Leave the building through the nearest and safest exit.
- As you evacuate the building:
  - Please be aware of individuals with disabilities who are also trying to leave the building and offer assistance where you can. The College has placed devices called Evacu-Trac in many buildings to assist in the evacuation of individuals who use wheelchairs or have mobility challenges. For assistance in evacuating an individual with a disability, contact your Building Marshal, or the Department of Public Safety. Know where the nearest Evacu-Trac Device is located and learn how to use it.
  - If you encounter individuals who are ignoring the fire alarm or the request to evacuate, instruct them to leave the building immediately. If they do not respond, report their location to building marshal, police, or fire fighters after you have safely evacuated.
- Once outside, move to your assigned Emergency Assembly Point (EAP) and take account of all individuals. For a map of EAPs visit <http://i.slcc.edu/emergency-prepare/building-evacuation.aspx>.
- Keep streets and walkways clear for emergency vehicles and personnel.
- Supervisors need to account for all employees under their supervision.
- Do not reenter the building until it is determined that is safe to do so as by Fire personnel or the Fire Marshal.

If Shelter in Place or Secure in Place is appropriate, the following apply:

### Shelter-in-Place Procedures

Shelter-In-Place may be recommended during several different types of events. (I.e. hazardous weather, hazardous material, or others).

In general, when you receive instructions to shelter-in-place and you are outside, immediately move inside the nearest building and remain there until you receive further instructions.

- If possible, warn anyone outside to get inside immediately.
- Seek shelter in interior rooms with as few doors and windows as possible
- Close the door

- Stay away from windows
- Follow instructions contained in emergency notifications.

Note: Every Employee should have access to an Emergency 72 hour Kit. Each department is responsible for providing and maintaining these kits.

### **Atmospheric Contamination**

There may be circumstances when staying put and creating a barrier between yourself and potentially contaminated air outside, a process known as "sealing the room," is a matter of survival. Use common sense and available information to assess the situation and determine if there is immediate danger. If you see large amounts of debris in the air, or if local authorities say the air is badly contaminated, you may want to take this kind of action. The process used to seal the room is considered a temporary protective measure to create a barrier between you and potentially contaminated air outside. It is a type of sheltering in place that requires preplanning.

- Lock doors, close windows, air vents.
- Turn off fans, air conditioning and forced air heating systems.
- Take your emergency supply kit unless you have reason to believe it has been contaminated.
- Go into an interior room with few windows, if possible.
- If possible, seal all windows, doors and air vents with 2-4 mil thick plastic sheeting and duct tape. Consider measuring and cutting the sheeting in advance of an emergency to save time.
- Cut the plastic sheeting several inches wider than the openings and label each sheet.
- Duct tape plastic at corners first and then tape down all edges.
- Be prepared to improvise and use what you have on hand to seal gaps so that you create a barrier between yourself and any contamination.

### **Secure-In-Place**

Secure-In-Place is recommended when a known threat of violence exists or there is an actively violent situation and it is unsafe or impractical to evacuate the area. If you are in an area that cannot be secured, proceed immediately to an area that is away from the incident site and that can be secured. Lock doors separating classrooms or offices from the hallway or internal foyers. If the door does not lock, barricade the door with desks, chairs, bookcases, doorstops, or any other available furniture that would prevent someone from entering the room. Turn off the lights. Cover windows or openings that would allow an individual to see into the room. Keep everyone calm and quiet; turn off audio equipment and set cell phones to "silent." The goal is to make the room appear unoccupied. Remain in place until emergency responders indicate that it is safe to leave.

### **Active Shooter / Violent Intruder**

The College's goal is to maintain a teaching and learning environment that is safe for students, employees, and visitors at our College sites. The information presented below is intended to serve as a guide and is based on recommendations from law enforcement experts.

#### **Active Shooter Protocol**

##### **Run!**

## CRIME AWARENESS AND ANNUAL SECURITY REPORT 2021

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Exit the area immediately if possible. Try to take others with you but do not stay if they refuse to go. Leave your belongings behind. Do not run in a straight line; take cover behind any available objects as you run. Once you are out of the area, prevent others from going in. Call 911 as soon as it is safe to do so. If you encounter law enforcement, put your hands up immediately and follow their directions.

### **Hide!**

If running is impossible or unsafe, you may decide to hide / **Secure-In-Place**. Act quickly and quietly. Your hiding place should be out of the view of the shooter. If inside lock and barricade the doors by any means possible. Turn off the lights and stay quiet. **SILENCE YOUR CELL PHONE, including the vibration mode.** Look around for items you can use as a weapon against the shooter should you end up having to fight. Avoid huddling together as much as possible as that gives the shooter a larger target to shoot at. Remember to stay put until law enforcement comes to get you out. It may take several hours for them to clear the area, keep your phone on silent and be patient.

### **Fight!**

If your life is at stake, you may have to make the decision to fight back. If with a group, work together on how you will attack the shooter. Look for any items that can be used as a weapon, chairs, fire extinguisher, belts, drawers, scissors, pens or pencils, anything that can cause harm. Act with fearless aggression, you may be fighting for your life. You must absolutely commit to taking the shooter down.

### **DO NOT Pull the Fire Alarm in the event of an Active Shooter**

**Note: When you see responding Law Enforcement officers, follow their instructions exactly and as quickly as possible.** Police may detain you, ask you to get on the ground, put your hands behind your head, etc. Once it is determined that you are not a threat, they will give you directions on moving to another location.

For more information, review the Active Shooter Response Training Video at  
<https://www.slcc.edu/police/active-shooter-training.aspx>

Take FEMA Training IS-907 Active Shooter: What You Can Do  
<https://training.fema.gov/is/courseoverview.aspx?code=IS-907>

## **Campus Facilities Security and Access**

The Physical Facilities and Maintenance Department maintains College buildings and grounds with a concern for safety and security. They inspect these facilities regularly and promptly make repairs. Students and employees are encouraged to call Public Safety at **801-957-3800** or Facilities at **801-957-4276** to report any hazard. The police and facilities department staffs routinely inspect the entire campus to review lighting and environmental safety concerns. A work request order may be submitted at  
<http://i.slcc.edu/facilities/request.aspx>

Most campus facilities are open to the public during the day and evening hours when classes are in session. The Facilities Department regularly locks campus buildings at 10:00 p.m. each evening. Faculty and staff on site secure satellite buildings. Buildings are opened each morning beginning at 6:00 a.m. During times that the campus is officially closed, buildings are generally locked and accessible only to employees with keys.

Salt Lake Community College has established a well-defined key issuance and control policy. Only selected administrators are authorized to approve the issuance of keys to individuals within their assigned areas.

Periodic surveys and audits of campus departments are conducted to determine the status of keys issued to department personnel. It is against SLCC policy to duplicate any SLCC key.

### **Additional Crime Prevention and Safety Awareness Measures**

Workshops are available to inform students and employees about crime prevention, crime awareness and personal safety issues. We welcome information/feedback from those individuals who see a situation on campus that could be a safety hazard or security risk. Please contact Risk Management at **801-957-4041**, The Department of Public Safety at **801-957-3800**, or the designated police department to find out more information.

#### **Emergency Phones**

Emergency Phones (Blue-Phone) are strategically placed on main thoroughfares on every building. These phones provide direct emergency access to police dispatchers to report an emergency or to get immediate help. The Police maintain a 24-hour communications center, and anyone on campus may summon assistance by dialing 911 (9-911 from a campus phone).

#### **Dealing with Disruptive People/Workplace Violence Presentations**

This presentation is prepared and presented by the Department of Public Safety. This presentation focuses on identifying disruptive, threatening, or violent behaviors and taking appropriate actions when encountering individuals with these behaviors. The information is presented to the Academic Deans, the Associate Deans, and Division meetings and upon request to individual departments or campus associations.

Further, presentations on topics such as specific crime-related issues to safety tips, crime prevention, safety awareness, Behavioral Intervention Team, Title IX training and sexual assault prevention are provided at each of the four main campuses throughout the school year.

#### **Equipment Identification**

All items purchased by departments at SLCC should be identified by serial number, brand and model. Departments are responsible for maintaining an accurate list of equipment in their department including serial numbers. Items over \$5000 must be registered with the Property Control Department and receive an assigned SLCC asset number and sticker. Computers that are over \$1000 must also receive an SLCC asset number for tracking purposes. Missing items should be reported to the designated police agency immediately. Contact the inventory manager at **801-957-4010** for information on inventory control.

#### **Lost and Found**

Items that are lost or found may be turned in at the Public Safety Office in the GFSB, **801-957-4270**, the Markosian Library, Student Center courtesy desk, the recreation check-in desk in the Lifetime Activities Center, Jordan Campus HTC 004, and at South City Campus in the ID Center 1-061. Items collected at these locations will be held for 72 hours. Thereafter they will be sent to the Office of the Surplus Manager, **801-957-4553**. Unclaimed items left over 90 days are donated to charity.

#### **Robbery Prevention Seminar**

An annual seminar is held for those who handle cash on campuses. They are invited to training conducted by various law enforcement agencies. The training includes recognizing forged and counterfeit bills, what to do in case of a robbery, how to identify suspects and how to preserve evidence. Contact the Revenue Manager at **801-957-4906** regarding the training.

#### **Bicycles, Hoverboards, Skates and Skateboards**

Bicycle racks are provided for the securing of bikes. Bikes are not to be chained to handrails, meters, trees, fences, etc. For safety reasons, hoverboards, skates and skateboards are not allowed on campus.

### **Lost Keys**

Lost college keys should be turned in to the Key Office at the Taylorsville Redwood Campus, GFSB 105. At the South City Campus, keys are initially turned into South City Annex 103 but are sent to the Taylorsville Redwood Campus Key Office. If College keys are lost or stolen, report it immediately to the Key Office at **801-957-4102**.

### **Books and Backpacks**

Do not leave books or backpacks unattended in classrooms, restrooms, the cafeteria or other places on campus. Mark your books with your name and student number. The College Bookstore requires that students leave book bags and backpacks outside while shopping in the Bookstore. Please secure backpacks and other valuable items. Report all thefts to the police.

### **Parking Lot Escort Services**

SLCC's Department of Public Safety offers a parking lot safety escort service between 6:00 and 10:00 pm, Monday through Friday. Request the service by calling 801-957-3800 from any campus. The nearest Campus Safety Officer (CSO) or Utah Highway Patrol Officer will be dispatched to escort you to your car. Always use the buddy system and walk with a friend after dark.

### **Utah Sex Offender Registration Act**

The "Campus Sex Crimes Prevention Act" (amends 42 United States Code 14071), and the Utah Sex Offender Registration Act (77-27-21.5, U.C.A.) require notice be given to institutions of higher education of persons required by the act to register and who are affiliated with the institution. The Utah Department of Corrections, Sex Offender Registration Program Office, will inform the SLCC Department of Public Safety of registered sex offenders who are affiliated with SLCC. This information will be available from the Campus Police located in Room 101 of the GFSB at the Taylorsville Redwood Campus.

To learn more about registered sex offenders, please go to the Utah Department of Corrections Sex Offender Registry website at: [http://www.communitynotification.com/cap\\_office\\_disclaimer.php?office=54438](http://www.communitynotification.com/cap_office_disclaimer.php?office=54438)

### **General Safety Information**

- If you sense a potential threat to yourself, attract attention to yourself by screaming, yelling "HELP!" or creating a commotion.
- If confronted by an armed person who demands you give them your property, give it up. Loss of property is not worth endangering your life.
- Avoid walking alone at night; walk with a friend or use the buddy system. Walk with a purpose; project an assertive, alert image. Have keys ready so you can quickly enter your car.
- Avoid walking alone. Let someone know where you are going and when to expect you.
- Always secure your valuables in your trunk and lock your car.
- When parking your vehicle, if you anticipate returning to it after dark, try to park in a well-lighted area.
- Look into your vehicle before you get in to be certain no one is hiding inside. Lock all doors and windows after entering your vehicle.
- Whenever you leave your office, classroom or home, lock all doors and windows.
- Report any suspicious activity or people, safety hazards, unsafe lighting, defective equipment or any other concern to SLCC Public Safety.
- Be aware of your surroundings, know where you are and know where you are going.
- Plan your walking trips. Choose a well-lighted, populated route.
- If you are uncomfortable after dark walking alone, walk with a friend or call for an after dark escort from college Public Safety.
- Keep money, stamps and other valuables locked away.
- Keep personal belongings in sight or take them with you as you move around a building.
- Never prop doors open, even for a short time.

- Be cautious of removing jewelry to wash hands. These items are easily lost or stolen.
- Avoid keeping money in your office or car.
- Keep ATM, debit and credit cards in a safe place. Never reveal a PIN number to anyone.
- Never loan your ATM card to anyone, no matter who they are.
- When possible, use ATM cards in daylight. If that is not possible, use an indoor ATM or one in an otherwise well-lit area.

If an incident does happen, be observant. You will want to give accurate suspect and vehicle descriptions. Report every incident to the police as soon as possible.

### **Behavioral Intervention Team (BIT)**

The BIT is designed to assist faculty, staff and students in dealing effectively with situations involving student behaviors of concern. These situations may involve students struggling with various forms of individual distress, engaging in behaviors disruptive to the educational environment, or even posing a potential threat of harm to themselves or others.

The main purpose of the BIT is to educate members of the College community to identify and respond to students of concern with a focus on caring, prevention and early intervention. A related aim is to foster interdepartmental communication about struggling students while providing information coordination, consultation and feedback, assessment of needs and at-risk behaviors, and intervention and support strategies as warranted.

If the BIT determines that a student's conduct poses a life, personal safety or property threat to the college or those in the college community, the Chair of the BIT will notify the Director of Public Safety for consideration of a Timely Warning or Emergency Notification alert, in compliance with the Clery Act.

### **Alcohol, Tobacco and Illegal Drugs**

Salt Lake Community College has a stringent policy governing the use of alcohol and other drugs. The purchase, possession, use, consumption, sale, distribution or storage of any alcoholic beverage, controlled substance or illegal drug is prohibited on any campus or training site, and at all College activities. In accordance with the Indoor Clean Air Act, all buildings on all campuses and centers are smoke-free, including any use of e-cigarettes.

SLCC is committed to facilitating a drug-free classroom environment and utilizes the Center for Health and Counseling to increase campus awareness regarding alcohol and other drugs. The Center for Health and Counseling has locations at the Taylorsville Redwood, South City and Jordan campuses, and provide the following services:

- Educational information on substance abuse
- 12-step schedules
- Community referrals
- Classroom presentations
- Workshops on varied health issues
- Library of resource information
- Participate in national campaigns

Anyone found in violation of regulations prohibiting possession, using or selling hallucinatory, narcotic or other controlled substances, possession, consuming or selling alcoholic beverages on campus (including athletic events), is subject to arrest. Additionally, according to the Anti-Drug Abuse Act of 1988 (Section

5301) students who receive Federal Financial Aid and are convicted of drug possession or distribution may become ineligible for Title IV financial aid.

### **Sexual Assault, Dating/Domestic Violence, and Stalking**

In accordance with federal law, SLCC does not discriminate on the basis of sex in educational programs and prohibits sexual assault, dating violence, domestic violence, and stalking. Sexual assault is a concern on college and university campuses nationwide. We are fortunate at SLCC to have a relatively low rate of sexual assault. However, one is too many, and it is understood that many sexual assaults go unreported.

### **Procedures for Reporting Sexual Assault, Dating Violence, Domestic Violence and Stalking**

Any incidents of sexual assault, dating violence, domestic violence, or stalking should be reported directly to the SLCC Department of Public Safety, contracted law enforcement agency, or with the agency where the incident occurred. Filing a police report will not obligate the victim to pursue a complaint through the criminal process, nor will it subject the victim to scrutiny or judgmental opinions from officers. The SLCC Department of Public Safety and the SLCC Title IX administration strongly encourage victims to report incidents of sexual assault in a timely manner. Time is a critical factor for evidence collection and preservation.

Filing a police report will:

- Ensure that a victim of sexual assault receives the necessary medical treatment and tests, at no expense to the victim;
- Provide the opportunity for collection of evidence helpful in prosecution, which cannot be obtained later; and
- Make the victim aware of resources available for confidential counseling from counselors specifically trained in the area of sexual assault crisis intervention.

When a victim of sexual assault, dating violence, domestic violence, or stalking contacts the SLCC Department of Public Safety or any law enforcement agency contracted by SLCC, the Title IX Coordinator, EEO/Risk Administration, and Dean of Students will be notified. The victim may choose for an investigation to be pursued either through the criminal justice system and/or through the college investigatory findings process, (when an alleged perpetrator is a student, faculty or staff), or through both processes.

Victims may choose not to proceed as a Complainant in a criminal process. The Title IX Coordinator will guide the victim through the available options and consider the input of the victim in determining proceeding with an investigation. If a victim is reluctant, does not wish to provide information or participate in a college investigation, that decision may hinder the college's ability to investigate and eliminate the threat posed by a perpetrator.

Individuals who witness, are subjected to, or are informed about incidents of sexual assault, dating violence, domestic violence, stalking, or any form of sexual harassment may file a complaint with a designated SLCC employee, including:

David Jensen  
*Director, EEO & Title IX*  
*Title IX Coordinator*  
Taylorsville Redwood –TB 201  
801-957-4561  
[David.Jensen@slcc.edu](mailto:David.Jensen@slcc.edu)

The Title IX Coordinator will inform individuals of their rights to file criminal charges as well as the availability of counseling, health, mental health, victim advocacy, legal assistance, visa and immigration assistance, and other services on and/or off campus. The Title IX Coordinator will assess the immediate safety needs of the victim, provide the victim with access to medical care, and assist the victim in notifying/contacting the SLCC Department of Public Safety or appropriate law enforcement agency if the victim so chooses. The Title IX Coordinator will take steps to address the conduct, protect and assist the victim, remediate effects, and assign an investigative authority to review the complaint. The investigation process allows for resolution of the conduct to include rendering a final decision regarding the complaint and taking action to prevent the recurrence of the conduct.

### **Guidelines or Suggestions to Follow After a Sexual Assault, Dating Violence, Domestic Violence or Stalking (as applicable to the specific incident)**

- Go to a safe place as soon as you can.
- Call 911 in the event of an emergency (9-911 using an on-campus phone).
- Get medical attention as soon as possible to make sure you are physically well and to collect important evidence in the event you may later wish to take legal action.
- Try to preserve all physical evidence. Do not wash, use the toilet, or change clothing if you can avoid it. If you do change clothes, put all clothing you were wearing at the time of the attack in a paper, not plastic, bag.
- In cases of sexual assault, domestic violence, dating violence, and stalking, preserve evidence by saving text messages, instant messages, social networking pages, communications, pictures, or other documents, if any, that would be useful to police or investigators.
- Talk with SLCC personnel to help explain your options, give you information, and provide emotional support.

### **Procedures for Investigating Sexual Assault, Dating Violence, Domestic Violence, and Stalking**

The following specifies the procedures that SLCC will follow once an incident of sexual assault, domestic violence, dating violence, sexual assault, or stalking has been reported.

Upon notice of a sexual assault, dating violence, domestic violence, or stalking complaint, SLCC will make every effort to ensure a prompt, fair, and impartial investigation and resolution transparent to the Respondent and Complainant. An investigation involves analysis of the initial report, and upon that analysis providing a basis to move the investigation forward, interviews with the Complainant, the Respondent, witnesses, collection of relevant data and documents, possible inspection of the location of the alleged offense, and other investigative actions necessary to collect and analyze evidence and determine findings will occur. If a report involves both a student and employee, the Dean of Students and EEO/Risk Administration coordinates the investigation together. When determined as appropriate, the college reserves the right to report the allegations to the relevant geographic law enforcement agency.

In order to provide students and/or employees with a fair, prompt, and impartial investigative process for allegations of sexual assault, dating violence, domestic violence, or stalking, SLCC provides:

- Investigations will be conducted by officials who, at a minimum, receive annual training on the issues related to dating violence, domestic violence, sexual assault, and stalking and on how to conduct an investigation that protects the safety of victims and promotes accountability.
- Investigations will be conducted by officials who do not have a conflict of interest or bias for or against either party.
- The Complainant and Respondent have equal opportunities to have others present during investigative proceedings, including an advisor of their choice.

- SLCC will not limit the choice of advisor or presence for either party in any meeting or institutional disciplinary proceeding; however, the institution may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.
- The parties will receive simultaneous notification, in writing, of the result of the investigation and any appeal procedures.
- The investigation will typically be completed in a reasonably prompt time frame (60 days).
- The Complainant and Respondent are given timely notice of meetings at which one or the other or both may be present.

**Advisor** means any individual who provides the Complainant or Respondent support, guidance, or advice.

**Proceeding** means all activities related to a non-criminal resolution of an institutional disciplinary complaint, including, but not limited to, fact-finding investigations, formal or informal meetings, and hearings.

**Proceeding** does not include communications and meetings between officials and victims concerning accommodations or protective measures to be provided to a victim.

**Result** means any initial, interim, and final decision by any official or entity authorized to resolve disciplinary matters within the institution. The result must include any sanctions imposed by the institution.

Notwithstanding section 444 of the General Education Provisions Act (20 U.S.C. 1232g), commonly referred to as the Family Educational Rights and Privacy Act (FERPA), the result must also include the rationale for the result and the sanctions.

### Standard of Evidence

Investigations conducted by SLCC use a preponderance of the evidence standard, i.e., *more likely than not* that sexual harassment or violence occurred, and allows for both the accuser and accused to have others present during proceedings. Individuals conducting investigations receive training at least annually which covers investigation and grievance models to address sexual assault, dating violence, domestic violence, and stalking.

### Issuance of Findings and Appeal of Findings of an Investigation

The goal is to resolve investigations/complaints within 60 days, however, unusual circumstances requiring additional time may necessitate an extension. A summary report of investigative findings will be issued to both the Complainant and the Respondent simultaneously, in writing, along with other relevant personnel, such as a supervisor if a party to the report is an employee. Either party may request an appeal/grievance hearing through the respective policies, either SLCC policy Chapter 2, Section 3.06, *Employee Grievance Procedure* for employees or for students, through the *Student Standards Committee* in accordance with procedures outlined in the Student Code of Conduct, SLCC Policy Chapter 3, Section 2.01.

### Sanctions/Discipline For Students

Depending on the severity of the sexual assault, dating violence, domestic violence, stalking and/or any other complaint, including use of weapons, threats and/or patterns of conduct and/or predation, the sanctions that may be imposed on students for findings of misconduct are:

**Reprimand and Warning:** A student may be given a reprimand accompanied by a written warning that the student may receive additional sanctions if the student engages in the same misconduct again or commits any other violation of this Code. A reprimand and warning will remain a part of a student's disciplinary record at least until he/she graduates.

**Reflective Activity:** A student may be required to complete a reflective activity, such as writing a letter of apology or other written activity, which demonstrates the student's learning and increased understanding of the College's expectations regarding behavior.

*Administrative Withdrawal:* A student may be administratively withdrawn from any or all courses during the semester in which the violation of College policy occurred. An administrative withdrawal will remain a part of a student's disciplinary record at least until he/she graduates.

*Disciplinary Probation:* A student may be placed on disciplinary probation for a specified period of time under conditions specified in writing with a warning that any violation of the conditions or any further acts of misconduct may result in additional disciplinary sanctions, including suspension or expulsion from the College. As a condition of probation, the student may be required to participate in a specific program, such as a counseling program or an alcohol education program, or to provide a specific service, such as the repair or restoration of any property damaged or taken by the student. A record of any disciplinary probation will remain a part of a student's disciplinary record for five years after a student graduates.

*Restitution:* A student may be required to pay the cost for the replacement or repair of any property damaged by the student. If the student fails to pay the cost or make repairs, the student may be subjected to additional sanctions, including suspension or expulsion. A record of any restitution that a student is required to pay will remain a part of a student's disciplinary record until he/she graduates.

*Participation in a specific program:* A student may be required to participate in a specific program, such as a counseling program, a program designed to stimulate good citizenship within the College community, an alcohol education program, anger management or any other activity which would foster civic engagement. If the student fails to participate in the program as directed, the student may be subjected to additional sanctions, including suspension or expulsion. The student must provide the College with verification of program completion and evidence of personal well-being. Verification of program completion must be from a certified agency or appropriately certified health care provider or mental health counselor. A record of participation in any specific program that a student is required to complete will remain a part of a student's disciplinary record until he/she graduates.

*Provision of a specific service:* A student may be required to provide a specific service, such as the repair or restoration of any property damaged or taken by the student. If the student fails to provide the service as directed, the student may be subjected to additional sanctions, including suspension or expulsion. Completion of a specific service will remain a part of a student's disciplinary record until he/she graduates.

*Suspension:* A student may be prohibited from participating in all aspects of College life for a specified period of time (some portion of which may be deferred at the direction of the Dean of Students). When a student is suspended from the College, the suspension applies to all campuses of the College. The Dean of Students is required to notify the Office of the Registrar and Academic Records to indicate the suspension on all copies of the student's academic transcript. When the term of the suspension has ended, the Registrar will remove the notation from the student's transcript. A record of the term of suspension will remain a permanent part of the student's disciplinary record.

*Expulsion:* A student may be dismissed from the College permanently. When a student is expelled from the College, the expulsion applies to all campuses of the College. The Dean of Students is required to notify the Office of the Registrar and Academic Records to indicate the expulsion on all copies of the student's academic transcript. Furthermore, the student may not thereafter petition for readmission to the College. A record of expulsion will remain a permanent part of the student's disciplinary record.

*Deferred sanction:* Sanctions of expulsion from and/or suspension from Salt Lake Community College may be deferred for a period of time not to exceed one year, with the provision that lesser sanction/s be completed and/or no further violations are committed within that period of time. If the student does not consent to the determination of responsibility or the sanction imposed, the student may request a hearing before the Student Standards Committee, depending on the level at which the deferred and lesser sanctions were imposed. If the deferred sanction is imposed, the following apply:

- If the lesser sanction(s) is/are completed in the time period assigned, the deferred sanction will not be implemented.

- If the lesser sanction(s) is/are completed in the time period assigned due to medical, academic, or personal reasons, the student may apply, in writing, to the Dean of Students for an extension of that time period. The written request must be submitted at least three (3) calendar days prior to the end of the time period. With their application for an extension, students must present documentation of the personal, academic, or medical reasons they were unable to meet the deadlines, and they must show that they have completed a significant portion of their lesser sanction(s). The Dean of Students will deliver a decision about the extension to the student within fourteen (14) calendar days after receipt of the request.
- If the lesser sanctions are not completed in the time period assigned and no extension to the time period is requested or granted, or the student is found responsible for a new violation, the deferred sanction will automatically go into effect, and the student will have no further opportunity to appeal the deferred sanction.
- Deferred suspensions that are put into effect will begin in the semester in which the lesser sanction deadline was not met, or in which a new violation occurred. If the suspension is to include more than one semester, it will include the semester in which the lesser sanction deadline was not met or the new violation occurred, plus the subsequent semester/s.
- A student who is suspended risks losing all fees and grades for the semester in which the suspension is implemented.
- A record of a deferred sanction will remain part of a student's disciplinary record for five years after the student graduates (or permanently if the suspension has been implemented).

### **Corrective Action For Employees**

Depending on the severity of the sexual assault, dating violence, domestic violence, stalking and/or any other complaint, including use of weapons, threats and/or patterns of conduct and/or predation, corrective actions that may be imposed on employees for findings of sexual misconduct are:

*Verbal Warnings  
Written Warnings  
Probation  
Termination of employment*

### **Prohibition on Retaliation**

Salt Lake Community College has a strong prohibition on retaliation. Retaliation exists when an individual harasses, intimidates, or takes other adverse actions against a person because of that person's participation in an investigation of discrimination or sexual misconduct or their support of someone involved in an investigation of discrimination or sexual misconduct.

Retaliatory actions include, but are not limited to, threats or actual violence against the person or that person's property, adverse educational or employment consequences, ridicule, intimidation, bullying, or ostracism. Salt Lake Community College will impose sanctions on any faculty, student, or staff member found to be engaging in retaliation, or individuals who encourage third parties to retaliate on their behalf.

Instances of retaliation are prohibited, will be investigated, and may result in further conduct charges or disciplinary actions.

### **The Code of Student Rights and Responsibilities**

The Code of Student Rights and Responsibilities provides governing regulations for the behavior of our student body. The Code states the specific authority and responsibilities of the College in maintaining social discipline, outlines the process for legitimate grievances and establishes the proper procedures to be followed to ensure "due process" to protect students from unfair processes, and/or unfair imposition of penalties and sanctions. The primary objective for the administration of discipline under the Student Code of Conduct is to foster ethically responsible behavior and protect the campus community.

[https://www.slcc.edu/policies/policies/student\\_affairs/8.1.050.aspx](https://www.slcc.edu/policies/policies/student_affairs/8.1.050.aspx)

### **Employee Policies/Procedures regarding Professional Conduct**

*Title IX Sexual Harassment Policy*, SLCC office responsible for Title IX oversight, covers sexual harassment, details processes, rights and responsibilities

*Anti-Discrimination and Harassment*, covers all discrimination prohibition, details processes, rights and responsibilities

*Employee Conduct*, details professional conduct standards, references summarize other relevant laws/policies

### **Support Measures for Victims of Sexual Assault, Dating Violence, Domestic Violence, and Stalking**

Complainants who have experienced sexual assault, harassment, discrimination, dating/domestic violence, stalking and related retaliation are afforded additional protections and options (support measures) beyond those provided by the typical student conduct process, such as:

- Notice of the Complainant's options to avoid contact with the alleged perpetrator
- Allow the Complainant to change academic (course scheduling, extension on assignments, or moving testing date/location) and extracurricular activities or his or her transportation, dining, and working situation as appropriate.
- Ensure that the Complainant is aware of his or her Title IX rights and any available resources, such as victim advocacy, academic support, counseling, disability services, health and mental health services, legal assistance, and the right to report a crime to campus or local law enforcement.

When determining what support measures to take, SLCC will consider the specific need expressed by the Complainant; the age of the students involved; the severity or pervasiveness of the allegations; any continuing effects on the Complainant; whether the Complainant and alleged perpetrator share the same residence, class, transportation, or job location; and whether other judicial measures have been taken to protect the Complainant (e.g., civil protective orders).

### **On-Campus and Community Resources for Victims**

#### **Counseling Services**

The SLCC Centers for Health and Counseling are available to students, faculty and staff of the college. Counseling sessions are reasonably priced and the first session is free to students. Counseling services can assist individuals with career planning, study skills, anxiety or depression, relationship issues, family issues, test anxiety, relaxation, stress management skills and any other personal concerns. The Centers have established annual and ongoing programs to assist students in a variety of areas and all services are confidential.

#### **Locations:**

Taylorsville Redwood Campus – STC 035  
4600 South Redwood Road  
Taylorsville, Utah 84123  
801-957-4268

Jordan Campus - JSTC, Room 160  
3491 W 9000 S

West Jordan, UT 84088  
801-957-6290

[South City Campus](#) - 1-143  
1575 South State Street  
Salt Lake City, Utah 84115  
801-957-3323

### Employee Assistance Program

Reliant Behavioral Health (RBH), our EAP (Employee Assistance Program), provider can help you to privately resolve problems that may interfere with work, family, and life in general. Your EAP is provided for FREE to you and dependents, living at or away from home, as well as household members, related or not. EAP services are always confidential.

- **24-hour Crisis Help:** 1-866-750-1327
- In-person Counseling – up to four (4) face to face counseling sessions for each issue.
- Online consultations and resources [www.MyRBH.com](http://www.MyRBH.com) (access code: salt lake community college).

### Salt Lake Rape Recovery Center

Empowering those victimized by sexual violence through advocacy, crisis intervention, and therapy and to educate the community about the cause, impact, and prevention of sexual violence.

- **Location:**  
2035 South 1300 East  
Salt Lake City, UT 84105  
Office: 801-467-7282  
Fax: 801-467-7280
- **Office hours:**  
Monday - Thursday: 9 a.m. – 5 p.m.
- **24-Hour Crisis Line:** 801-467-7273

### University Neuropsychiatric Institute (UNI) CrisisLine

The UNI CrisisLine provides 24 hour, 7 days-a-week phone crisis service and is staffed by mental health professionals providing emotional support, assistance, crisis intervention, and suicide prevention to individuals experiencing emotional distress or psychiatric crisis.

- Email: [uni.crisis@hsc.utah.edu](mailto:uni.crisis@hsc.utah.edu)
- **24-Hour Crisis Line:** 801-587-3000
- [SafeUT app](#)
- Help is available, text 988. Suicide and Crisis Lifeline.

### National Sexual Assault Telephone Hotline (RAINN)

- **24-Hour Crisis Line:** 800-656-HOPE (4673)

## Definitions of Clery Act Locations

**Campus** is defined as any building or property owned or controlled by an institution of higher education within the same reasonably contiguous geographic area of the institution and used by the institution in direct support of, or in a manner related to, the institution's educational purposes, including residence halls; and **Property** within the same reasonably contiguous geographic area of the institution that is owned by the institution but controlled by another person, is frequently used by students, and supports institutional purposes (such as a food or other retail vendor).

**Non-Campus** is defined as any building or property owned or controlled by a student organization recognized by the institution; or any building or property (other than a branch campus) owned or controlled by an institution of higher education that is used in direct support of, or in relation to, the institution's educational purposes, is frequently used by students, and is not within the same reasonably contiguous geographic area of the institution.

**Public Property** means all public property, including thoroughfares, streets, sidewalks, and parking facilities, that are within the campus, or immediately adjacent to and accessible from the campus.

### Definitions of Clery Act Offenses

*The following definitions are taken from the Uniform Crime Reporting Handbook.*

**Murder:** The willful (non-negligent) killing of one human being by another.

**Manslaughter by Negligence:** The killing of another person through gross negligence.

**Robbery:** The taking, or attempting to take, anything of value from the care, custody or control of a person by force, or threat of force or violence and/or by putting the victim in fear of immediate harm.

**Burglary:** The unlawful entry into a building or other structure with the intent to commit a felony or a theft.

**Aggravated Assault:** An unlawful attack by one person upon another for the purpose of inflicting severe or aggravated bodily injury.

**Arson:** The willful or malicious burning or attempt to burn with or without intent to defraud a dwelling house, public building, motor vehicle or aircraft, personal property of another, etc.

**Larceny Theft:** The unlawful taking of property from the possession of another.

**Motor Vehicle Theft:** The theft or attempted theft of a motor vehicle (includes joyriding).

**Liquor Law Violations:** The violation of state or local laws or ordinances prohibiting the manufacture, sale, purchase, transportation, possession, or use of alcohol. (Does not include DUI.)

**Drug Abuse Violations:** The violation of state and local laws prohibiting the production, distribution, possession and/or use of certain controlled substances and the equipment or devices utilized in their preparation and/or use.

**Weapon Law Violations:** The unlawful possession of deadly weapons -- concealed or openly carried.

**Hate Crime:** Any of the aforementioned offenses (except for negligent manslaughter), and any other crime involving bodily injury, reported to local police agencies or to a campus security authority that manifests evidence that the victim was intentionally selected because of the perpetrator's bias.

**Race:** A preformed negative attitude toward a group of persons who possess common physical characteristics.

**Gender:** A preformed negative opinion or attitude toward a group of persons because those persons are male or female.

**Religion:** A preformed negative opinion or attitude toward a group of persons who share the same religious beliefs regarding the origin and purpose of the universe and the existence or nonexistence of

a supreme being.

**Sexual Orientation:** A preformed negative opinion or attitude toward a group of persons based on their sexual attraction toward, and responsiveness to, members of their own sex or members of the opposite sex.

**Gender Identity:** A preformed negative opinion or attitude toward a person (or group of persons) because the person's internal sense of being male, female, or a combination of both may be different from the gender assigned at birth, e.g. bias against transgender or gender nonconforming individuals.

**Ethnicity:** A preformed negative opinion or attitude toward a group of people whose members identify with each other, through a common heritage, often consisting of a common language, common culture (often including a shared religion) and/or ideology that stresses common ancestry. The concept of ethnicity differs from the closely related term race in that "race" refers to grouping based mostly upon biological criteria, while "ethnicity" also encompasses additional cultural factors.

**National Origin:** A preformed negative opinion or attitude toward a group of persons of the same race or national origin who share common or similar traits, languages, customs and/or traditions.

**Disability:** A preformed negative opinion or attitude toward a group of persons based on their physical or mental impairments/challenges, whether such disability is temporary or permanent, congenital or acquired by heredity, accident, injury, advanced aged or illness.

*The following definitions are taken from the National Incident-Based Reporting System of the UCR program.*

***Sex Offense:*** Any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent.

***Rape:*** The penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without consent of the victim.

***Fondling:*** The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because his/her temporary or permanent mental incapacity.

***Incest:*** Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.

***Statutory Rape:*** Sexual intercourse with a person who is under the statutory age of consent.

*The Higher Education Act (HEA) defines the new crime categories of domestic violence, dating violence, and stalking in accordance with section 40002(a) of the Violence against Women Act of 1994 as follows:*

***Domestic Violence:*** A felony or misdemeanor crime of violence committed by

- A current or former spouse or intimate partner of the victim,
- A person with whom the victim shares a child in common,
- A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
- A person similarly situated to a spouse of the victim under the domestic or family violence laws or the jurisdiction receiving grant monies [under VAWA], or
- 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 jurisdiction.

**Dating Violence:** Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim.

- The existence of such a relationship shall be determined based on a consideration of the following factors:
  - Length of the relationship;
  - The type of relationship; and
  - The frequency of interaction between the persons involved in the relationship.
- For the purpose of this definition, dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse.
- Dating violence does not include acts covered under the definition of domestic violence.

**Stalking:** Engaging in a course of conduct directed at a specific person that would cause a reasonable person to

- Fear for his or her safety or the safety of others; or
- Suffer substantial emotional distress.

For the purposes of this definition:

- *Course of conduct* means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property.
- *Reasonable person* means a reasonable person under similar circumstances and with similar identities to the victim.
- *Substantial emotional distress* means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

**Consent:** Consent is an informed decision, freely given, made through mutually understandable words or actions that indicate a willingness to participate in mutually agreed upon sexual activity.

Consent cannot be given by an individual who is:

- Asleep
- Unconscious
- Mentally or physically incapacitated, either through the effect of drugs or alcohol or for any other reason
- Under duress, threat, coercion, or force

Past consent does not imply future consent. Silence or an absence of resistance does not imply consent. Consent can be withdrawn at any time.

SLCC uses the “affirmative consent” standard, known colloquially as “yes means yes.” The burden rests on the person initiating sex to obtain a “yes,” rather than on the intended partner to convey a “no.” Failure to obtain affirmative consent in the course of sexual activity may result in findings of merit to a complaint of sexual assault/rape.

## Education and Prevention Programming

SLCC engages in comprehensive educational programming to prevent domestic violence, dating violence, sexual assault and stalking. Educational programming consists of primary prevention and awareness programs for all incoming students and new employees and ongoing awareness and prevention campaigns for students, faculty and staff that:

- Identifies domestic violence, dating violence, sexual assault and stalking as prohibited conduct.
- Defines what behavior constitutes domestic violence, dating violence, sexual assault, and stalking.
- Defines what behavior and actions constitute consent to sexual activity in the State of Utah.
- Provides safe and positive options for bystander intervention that may be carried out by an individual to prevent harm or intervene when there is a risk of domestic violence, dating violence, sexual assault, or stalking against a person other than the bystander.
- Provides information on risk reduction so that students may recognize warning signs of abusive behavior and how to avoid potential attacks.
- Provides an overview of information contained in the Annual Security Report (ASR) in compliance with the Clery Act

**Haven Online Prevention Program** was implemented at SLCC in Fall 2015. Haven is EverFi's premier online learning platform addressing the critical issues of sexual assault, relationship violence, and stalking. Haven is an interactive module designed to engage and empower students to create safe, healthy campus environments.

Haven uses a population-level approach to educate all students on the issues associated with sexual assault and relationship violence, taking into account their unique perspectives and experiences.

**A Focus on Relationships:** In Haven, students are encouraged to reflect on their personal values and expectations in relationships as a foundation for personal engagement. The program's primary focus is to promote healthy relationships based on positive communication and respect. Haven demonstrates for students the warning signs of abuse, and situations that may be challenging or confusing regarding consent in their own relationships and those of others.

**Personal Connections:** Haven uses language and scenarios that are inclusive and sensitive of diverse identities and experiences to provide a relevant and engaging learning environment for students. By offering a range of perspectives and encouraging personal reflection, and drawing upon individual values and strengths to guide student engagement, Haven creates a powerful connection to these issues among students.

**Real-Life Scenarios:** Throughout Haven, rich and in-depth scenarios serve to model healthy behaviors, increase awareness of opportunities to intervene, and provide a range of strategies for taking action. Additional scenarios encourage students to challenge sexist language and attitudes and provide guidance for supporting a friend who may be a victim of sexual assault or relationship violence. (See Haven Sexual Assault Overview.)

**Campus Connect Orientations** are in-person, new student orientations held prior to the start of each semester at SLCC. SLCC has incorporated Title IX training into the orientation materials and provides new students with information on dating violence, domestic violence, sexual assault, stalking, and consent. The training utilizes relevant videos and interactive discussion to engage the students.

**Awareness Programs** are community-wide or audience-specific programming, initiatives, and strategies that increase audience knowledge and share information and resources to prevent violence, promote safety, and reduce perpetration.

**Bystander intervention** means safe and positive options that may be carried out by an individual or individuals to prevent harm or intervene when there is a risk of dating violence, domestic violence, sexual assault, or stalking. Bystander intervention includes recognizing situations of potential harm, understanding institutional

## CRIME AWARENESS AND ANNUAL SECURITY REPORT 2021

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structures and cultural conditions that facilitate violence, overcoming barriers to intervening, identifying safe and effective intervention options, and taking action to intervene.

**Ongoing prevention and awareness campaigns** means programming, initiatives, and strategies that are sustained over time and focus on increasing understanding of topics relevant to and skills for addressing dating violence, domestic violence, sexual assault, and stalking, using a range of strategies with audiences throughout the institution.

**Primary prevention programs** means programming, initiatives, and strategies informed by research or assessed for value, effectiveness, or outcome that are intended to stop dating violence, domestic violence, sexual assault, and stalking before they occur through the promotion of positive and healthy behaviors that foster healthy, mutually respectful relationships and sexuality, encourage safe bystander intervention, and seek to change behavior and social norms in healthy and safe directions.

**Risk reduction** means options designed to decrease perpetration and bystander inaction, and to increase empowerment for victims in order to promote safety and to help individuals and communities address conditions that facilitate violence.

SLCC offered the following primary prevention and awareness programs in 2021:

Name of Program	Date Held	Location	Which Prohibited Behavior Covered?
Faculty Association Training	August 23, 2021	Taylorsville Redwood Campus	DoV, DaV, SA, S
Staff Development Title IX Training	Sept 17, 2021	Taylorsville Redwood Campus	DoV, DaV, SA, S
Utah Highway Patrol Title IX Training	May 13, 2021	Taylorsville Redwood Campus	DoV, DaV, SA, S
Title IX Regulations Training	Oct 11, 2021	Virtual	DoV, DaV, SA, S
Supervisor Summit Title IX Training	Oct, 2021-Feb, 2022 Nine training dates	Taylorsville Redwood Campus	DoV, DaV, SA, S
Supervisor Summit for Senior Leadership	Sept17, Sept 30& Oct 11, 2021	Taylorsville Redwood Campus	DoV, DaV, SA, S
Summit for Faculty Program Chair and Deans	Oct 20, 2021	Taylorsville Redwood Campus	DoV, DaV, SA, S

## CRIME STATISTICS

The following charts reflect the number of reported crimes on campus, listed separately for the Taylorsville Redwood, South City, Jordan, Miller, West Valley Center and other sites, for the most recent three calendar years. Arrests occurred on campus or in the immediate surrounding area (Clery Geography).

Taylorsville Redwood Campus												
Clery Offenses	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Murder	0	0	0	0	0	0	0	0	0	0	0	0
Manslaughter by Negligence	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	0	0	0	0	0	0	0
Fondling	1	0	1	0	0	0	0	0	0	0	0	0
Incest	0	0	0	0	0	0	0	0	0	0	0	0
Statutory Rape	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	1	1	0	0	0	0	0	0	0	0	0	0
Aggravated Assault	1	1	0	0	0	0	0	0	0	0	0	0
Burglary	1	0	0	0	0	0	0	0	0	0	0	0
Motor Vehicle Theft	0	0	0	0	0	0	0	0	0	0	0	0
Arson	0	0	0	0	0	0	0	0	0	0	0	0
Larceny Theft	22	23	19	0	0	0	0	0	0	0	0	0
Hate Crimes	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Race	0	0	1	0	0	0	0	0	0	0	0	0
Gender	0	0	0	0	0	0	0	0	0	0	0	0
Gender Identity	0	0	0	0	0	0	0	0	0	0	0	0
Religion	0	0	0	0	0	0	0	0	0	0	0	0
Sexual Orientation	0	0	0	0	0	0	0	0	0	0	0	0
Ethnicity	0	0	0	0	0	0	0	0	0	0	0	0
National Origin	0	0	0	0	0	0	0	0	0	0	0	0
Disability	0	0	0	0	0	0	0	0	0	0	0	0

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VAWA Offenses	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Domestic Violence	1	1	0	0	0	0	0	0	0	0	0	0
Dating Violence	0	0	0	0	0	0	0	0	0	0	0	0
Stalking	0	1	0	0	0	0	0	0	0	0	0	0

Arrests	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Drug Law Violations	2	1	2	0	0	0	0	0	2	0	0	0
Weapons Law Violations	0	0	0	0	0	0	0	0	0	0	0	0

Referrals for Disciplinary Action	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Drug Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Weapons Law Violations	0	0	0	0	0	0	0	0	0	0	0	0

## SLCC Taylorsville Campus Clery Map



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### South City Campus

Clergy Offenses	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Murder	0	0	0	0	0	0	0	0	0	0	0	0
Manslaughter by Negligence	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	0	0	0	0	0	0	0
Fondling	0	0	0	0	0	0	0	0	0	0	0	0
Incest	0	0	0	0	0	0	0	0	0	0	0	0
Statutory Rape	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	0	0	0	0
Aggravated Assault	0	1	0	0	0	0	0	0	0	0	0	0
Burglary	0	0	0	0	0	0	0	0	0	0	0	0
Motor Vehicle Theft	1	0	0	0	0	0	0	0	0	0	0	1
Arson	0	0	0	0	0	0	0	0	0	0	0	0
Larceny Theft	16	9	8	0	0	0	0	0	0	1	0	0

Hate Crimes	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Race	0	0	0	0	0	0	0	0	0	0	0	0
Gender	0	0	0	0	0	0	0	0	0	0	0	0
Gender Identity	0	0	1	0	0	0	0	0	0	0	0	0
Religion	0	0	0	0	0	0	0	0	0	0	0	0
Sexual Orientation	0	0	1	0	0	0	0	0	0	0	0	0
Ethnicity	0	0	0	0	0	0	0	0	0	0	0	0
National Origin	0	0	0	0	0	0	0	0	0	0	0	0
Disability	0	0	0	0	0	0	0	0	0	0	0	0

VAWA Offenses	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Domestic Violence	0	0	0	0	0	0	0	0	0	0	0	0
Dating Violence	0	1	0	0	0	0	0	0	0	0	0	0
Stalking	1	0	1	0	0	0	0	0	0	0	0	0

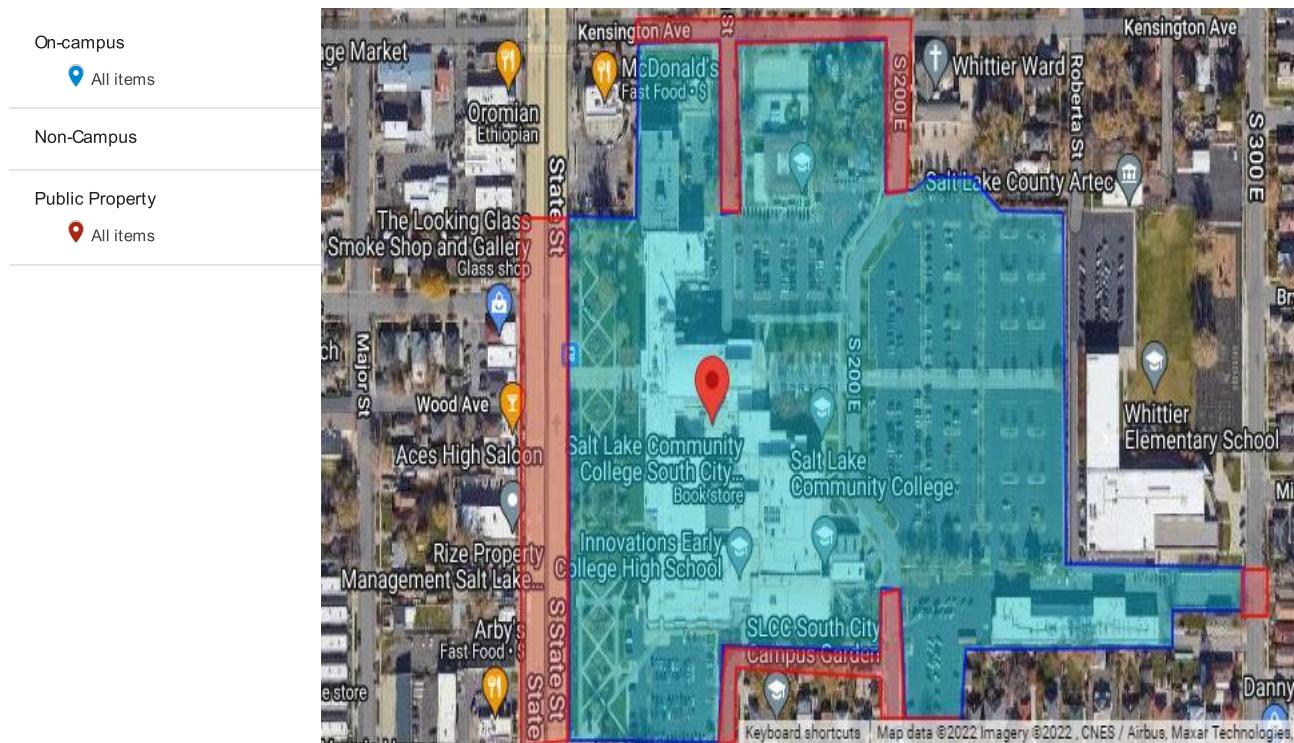
## CRIME AWARENESS AND ANNUAL SECURITY REPORT 2021

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Arrests	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Liquor Law Violations	2	0	1	0	0	0	0	0	0	0	0	0
Drug Law Violations	3	1	5	0	0	0	0	0	0	0	0	0
Weapons Law Violations	0	0	0	0	0	0	0	0	0	0	0	0

Referrals for Disciplinary Action	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Drug Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Weapons Law Violations	0	0	0	0	0	0	0	0	0	0	0	0

## SLCC SCC Clery Map



Jordan Campus												
Clery Offenses	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Murder	0	0	0	0	0	0	0	0	0	0	0	0
Manslaughter by Negligence	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	0	0	0	0	0	0	0
Fondling	0	0	0	0	0	0	0	0	0	0	0	0
Incest	0	0	0	0	0	0	0	0	0	0	0	0
Statutory Rape	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	0	0	0	0
Aggravated Assault	0	0	0	0	0	0	0	0	0	0	0	0
Burglary	0	0	0	0	0	0	0	0	0	0	0	0
Motor Vehicle Theft	0	0	0	0	0	0	0	0	0	0	0	0
Arson	0	0	0	0	0	0	0	0	0	0	0	0
Larceny Theft	2	0	3	0	0	0	0	0	0	0	0	0

Hate Crimes	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Race	0	0	0	0	0	0	0	0	0	0	0	0
Gender	0	0	0	0	0	0	0	0	0	0	0	0
Gender Identity	0	0	0	0	0	0	0	0	0	0	0	0
Religion	0	0	0	0	0	0	0	0	0	0	0	0
Sexual Orientation	0	0	0	0	0	0	0	0	0	0	0	0
Ethnicity	0	0	0	0	0	0	0	0	0	0	0	0
National Origin	0	0	0	0	0	0	0	0	0	0	0	0
Disability	0	0	0	0	0	0	0	0	0	0	0	0

## Jordan Campus

VAWA Offenses	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Domestic Violence	0	0	1	0	0	0	0	0	0	0	0	0
Dating Violence	0	0	0	0	0	0	0	0	0	0	0	0
Stalking	1	0	1	0	0	0	0	0	0	0	0	0

Arrests	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Drug Law Violations	0	0	1	0	0	0	0	0	0	0	0	0
Weapons Law Violations	0	0	0	0	0	0	0	0	0	0	0	0

Referrals for Disciplinary Action	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Drug Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Weapons Law Violations	0	0	0	0	0	0	0	0	0	0	0	0

# SLCC Jordan Campus Clery Map

On Campus



Non-Campus

Public Property



## Miller Campus

Clergy Offenses	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Murder	0	0	0	0	0	0	0	0	0	0	0	0
Manslaughter by Negligence	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	0	0	0	0	0	0	0
Fondling	0	0	1	0	0	0	0	0	0	0	0	0
Incest	0	0	0	0	0	0	0	0	0	0	0	0
Statutory Rape	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	0	0	0	0
Aggravated Assault	0	0	0	0	0	0	0	0	0	0	0	0
Burglary	0	0	0	0	0	0	0	0	0	0	0	0
Motor Vehicle Theft	0	0	0	0	0	0	0	0	0	0	0	0
Arson	0	0	0	0	0	0	0	0	0	0	0	0
Larceny Theft	2	0	0	0	0	0	0	0	0	0	0	0

Hate Crimes	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Race	0	0	0	0	0	0	0	0	0	0	0	0
Gender	0	0	0	0	0	0	0	0	0	0	0	0
Gender Identity	0	0	0	0	0	0	0	0	0	0	0	0
Religion	0	0	0	0	0	0	0	0	0	0	0	0
Sexual Orientation	0	0	0	0	0	0	0	0	0	0	0	0
Ethnicity	0	0	0	0	0	0	0	0	0	0	0	0
National Origin	0	0	0	0	0	0	0	0	0	0	0	0
Disability	0	0	0	0	0	0	0	0	0	0	0	0

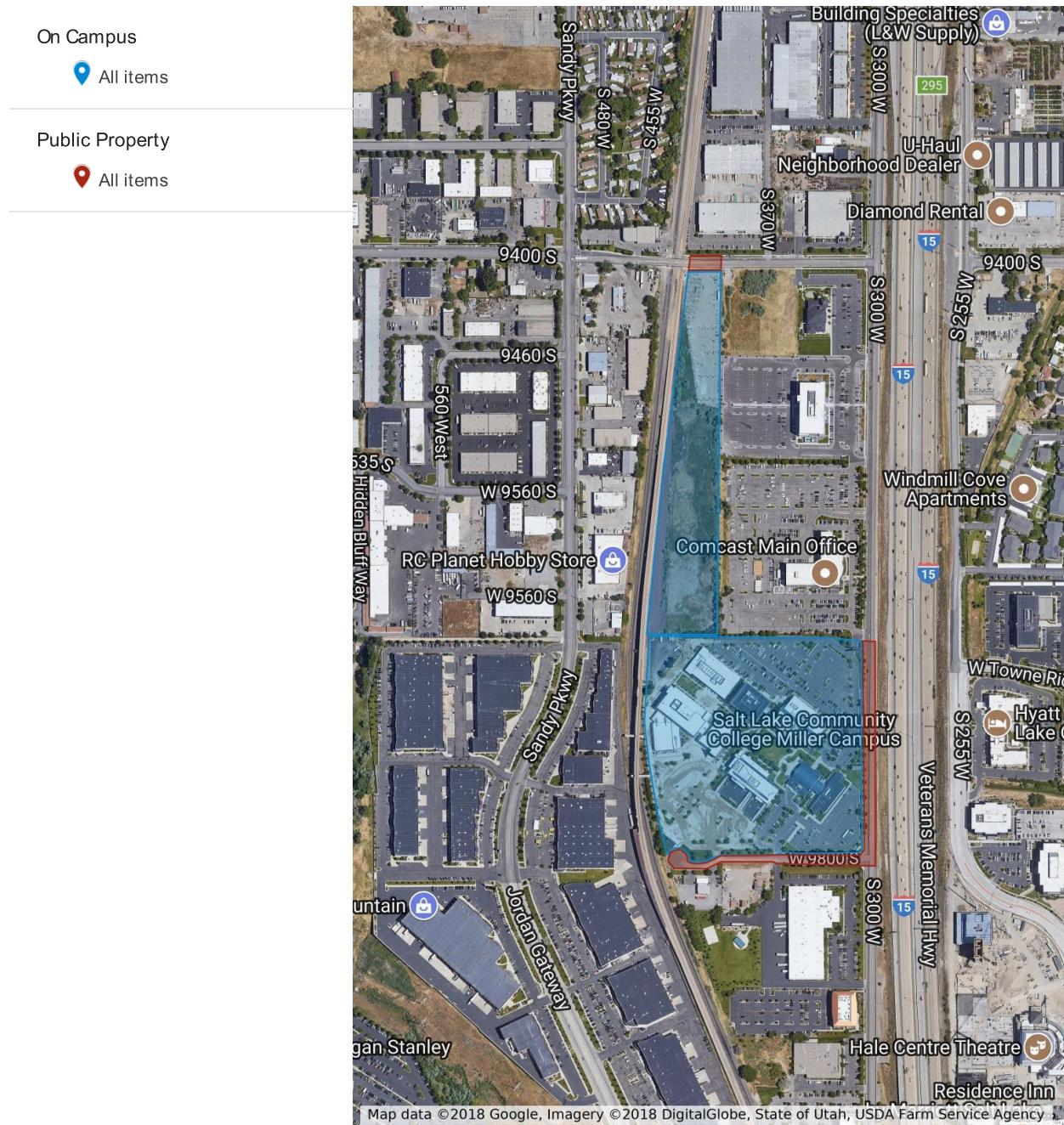
## CRIME AWARENESS AND ANNUAL SECURITY REPORT 2021

VAWA Offenses	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Domestic Violence	0	0	0	0	0	0	0	0	0	0	0	0
Dating Violence	0	0	0	0	0	0	0	0	0	0	0	0
Stalking	0	0	0	0	0	0	0	0	0	0	0	0

Arrests	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Drug Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Weapons Law Violations	0	0	0	0	0	0	0	0	0	0	0	0

Referrals for Disciplinary Action	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Drug Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Weapons Law Violations	0	0	0	0	0	0	0	0	0	0	0	0

# SLCC Miller Campus Clery Map



## Library Square Campus

Clergy Offenses	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Murder	0	0	0	0	0	0	0	0	0	0	0	0
Manslaughter by Negligence	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	0	0	0	0	0	0	0
Fondling	0	0	0	0	0	0	0	0	0	0	0	0
Incest	0	0	0	0	0	0	0	0	0	0	0	0
Statutory Rape	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	0	0	0	0
Aggravated Assault	0	0	0	0	0	0	0	0	0	0	0	0
Burglary	0	0	0	0	0	2	0	0	0	0	0	0
Motor Vehicle Theft	0	0	0	0	0	0	0	0	0	0	0	0
Arson	0	0	0	0	0	0	0	0	0	0	0	0
Larceny Theft	2	0	1	0	0	0	0	3	0	0	0	0

Hate Crimes	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Race	0	0	0	0	0	0	0	0	0	0	0	0
Gender	0	0	0	0	0	0	0	0	0	0	0	0
Gender Identity	0	0	0	0	0	0	0	0	0	0	0	0
Religion	0	0	0	0	0	0	0	0	0	0	0	0
Sexual Orientation	0	0	0	0	0	0	0	0	0	0	0	0
Ethnicity	0	0	0	0	0	0	0	0	0	0	0	0
National Origin	0	0	0	0	0	0	0	0	0	0	0	0
Disability	0	0	0	0	0	0	0	0	0	0	0	0

## CRIME AWARENESS AND ANNUAL SECURITY REPORT 2021

VAWA Offenses	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Domestic Violence	0	0	0	0	0	0	0	0	0	0	0	0
Dating Violence	0	0	0	0	0	0	0	0	0	0	0	0
Stalking	0	0	0	0	0	0	0	0	0	0	0	0

Arrests	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Liquor Law Violations	0	0	0	0	0	0	1	0	0	0	0	0
Drug Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Weapons Law Violations	0	0	0	0	0	0	0	0	0	0	0	0

Referrals for Disciplinary Action	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Drug Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Weapons Law Violations	0	0	0	0	0	0	0	0	0	0	0	0

# SLCC Library Square Clery Map

On Campus

 All items

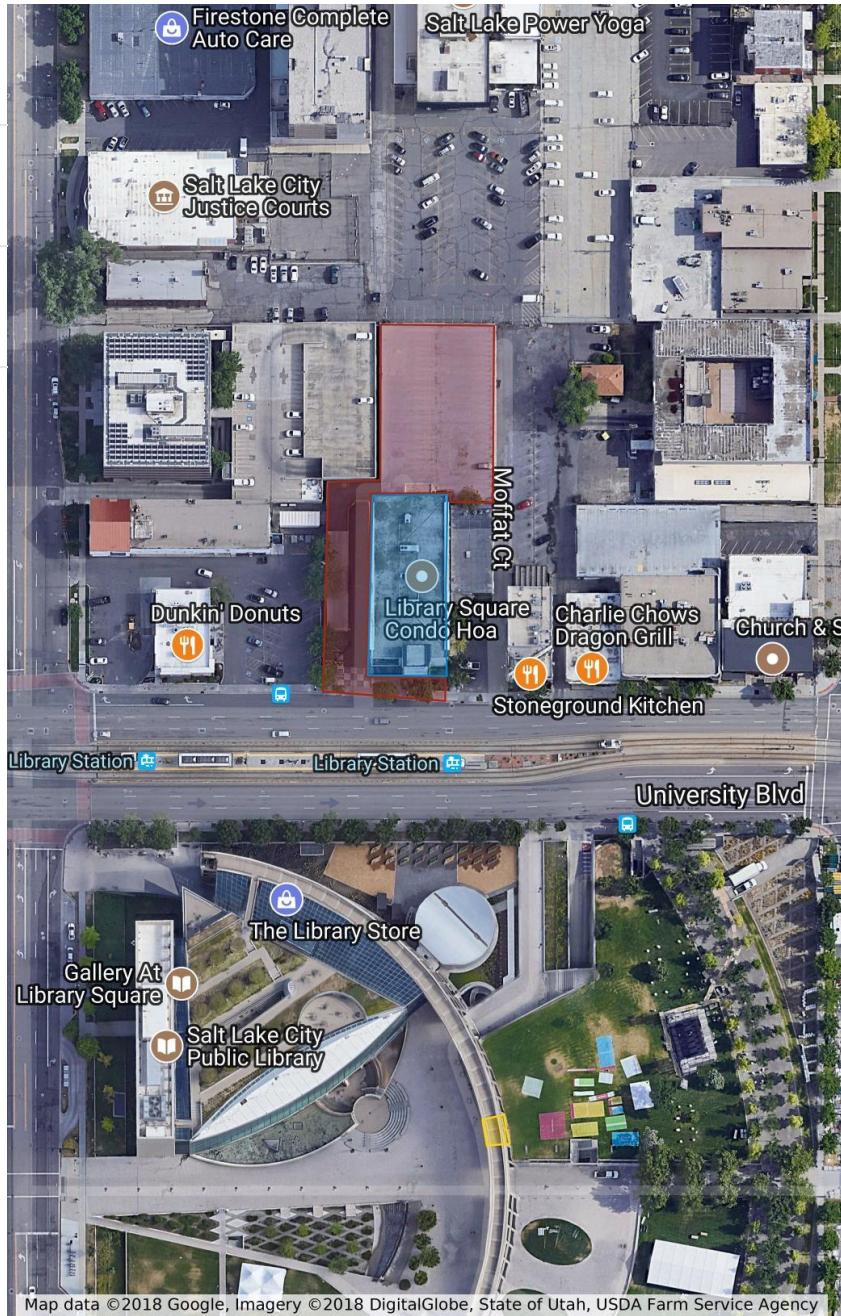
Public Parking

 All items

Non-Campus

 Community Writing Center

SLCC leases the first and fourth floor of the Library Square building. The stairwells, elevators, and other access points to these floors are considered On Campus.



## Westpointe Center/ Aviation Center

Clergy Offenses	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Murder	0	0	0	0	0	0	0	0	0	0	0	0
Manslaughter by Negligence	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	0	0	0	0	0	0	0
Fondling	0	0	0	0	0	0	0	0	0	0	0	0
Incest	0	0	0	0	0	0	0	0	0	0	0	0
Statutory Rape	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	0	0	0	0
Aggravated Assault	0	0	0	0	0	0	0	0	0	0	0	0
Burglary	0	0	0	0	0	0	0	0	0	0	0	0
Motor Vehicle Theft	0	0	0	0	0	0	0	0	0	0	0	0
Arson	0	0	0	0	0	0	0	0	0	0	0	0
Larceny Theft	0	0	0	2	0	0	0	0	0	0	0	0

Hate Crimes	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Race	0	0	0	0	0	0	0	0	0	0	0	0
Gender	0	0	0	0	0	0	0	0	0	0	0	0
Gender Identity	0	0	0	0	0	0	0	0	0	0	0	0
Religion	0	0	0	0	0	0	0	0	0	0	0	0
Sexual Orientation	0	0	0	0	0	0	0	0	0	0	0	0
Ethnicity	0	0	0	0	0	0	0	0	0	0	0	0
National Origin	0	0	0	0	0	0	0	0	0	0	0	0
Disability	0	0	0	0	0	0	0	0	0	0	0	0

## CRIME AWARENESS AND ANNUAL SECURITY REPORT 2021

VAWA Offenses	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Domestic Violence	0	0	0	0	0	0	0	0	0	0	0	0
Dating Violence	0	0	0	0	0	0	0	0	0	0	0	0
Stalking	0	0	0	0	0	0	0	0	0	0	0	0

Arrests	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Drug Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Weapons Law Violations	0	0	0	0	0	0	0	0	0	0	0	0

Referrals for Disciplinary Action	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Drug Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Weapons Law Violations	0	0	0	0	0	0	0	0	0	0	0	0

## SLCC Westpointe Center Clery Map and Aviation Center

On Campus

 All items

Public Property

 All items



**CRIME AWARENESS AND ANNUAL SECURITY REPORT 2021**

**West Valley Center**

Clergy Offenses	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Murder	0	0	0	0	0	0	0	0	0	0	0	0
Manslaughter by Negligence	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	0	0	0	0	0	0	0
Fondling	0	0	0	0	0	0	0	0	0	0	0	0
Incest	0	0	0	0	0	0	0	0	0	0	0	0
Statutory Rape	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	0	0	0	0
Aggravated Assault	0	0	0	0	0	0	0	0	0	0	0	0
Burglary	0	0	0	0	0	0	0	0	0	0	0	0
Motor Vehicle Theft	1	0	0	0	0	0	0	0	0	0	0	0
Arson	0	0	0	0	0	0	0	0	0	0	0	0
Larceny Theft	0	0	0	0	0	0	0	0	0	0	0	0

Hate Crimes	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Race	0	0	0	0	0	0	0	0	0	0	0	0
Gender	0	0	0	0	0	0	0	0	0	0	0	0
Gender Identity	0	0	0	0	0	0	0	0	0	0	0	0
Religion	0	0	0	0	0	0	0	0	0	0	0	0
Sexual Orientation	0	0	0	0	0	0	0	0	0	0	0	0
Ethnicity	0	0	0	0	0	0	0	0	0	0	0	0
National Origin	0	0	0	0	0	0	0	0	0	0	0	0
Disability	0	0	0	0	0	0	0	0	0	0	0	0

VAWA Offenses	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Domestic Violence	0	0	0	0	0	0	0	0	0	0	0	0
Dating Violence	0	0	0	0	0	0	0	0	0	0	0	0
Stalking	0	0	0	0	0	0	0	0	0	0	0	0

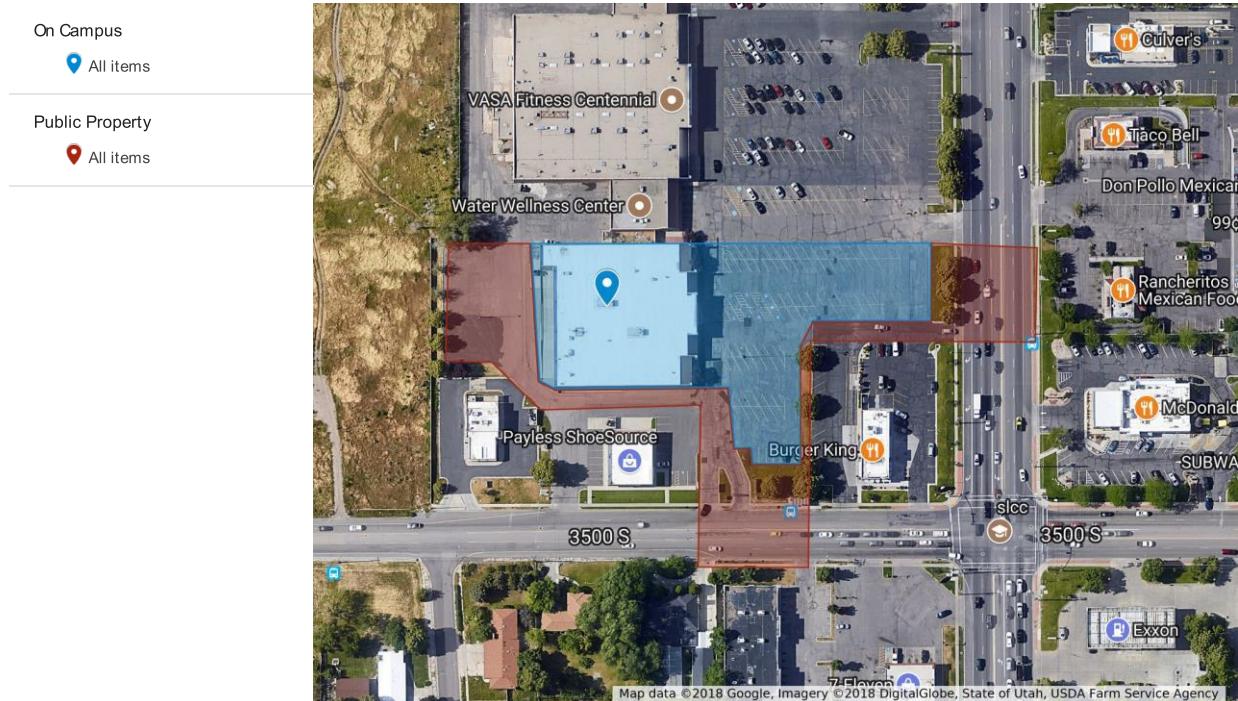
## CRIME AWARENESS AND ANNUAL SECURITY REPORT 2021

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Arrests	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Liquor Law Violations	0	0	0	0	0	0	0	1	0	0	0	0
Drug Law Violations	0	0	0	0	0	0	0	1	0	0	0	0
Weapons Law Violations	0	0	0	0	0	0	0	0	0	0	0	0

Referrals for Disciplinary Action	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Drug Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Weapons Law Violations	0	0	0	0	0	0	0	0	0	0	0	0

## SLCC WVC Clery Map



## Herriman Annex

Clergy Offenses	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Murder	0	0	0	0	0	0	0	0	0	0	0	0
Manslaughter by Negligence	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	0	0	0	0	0	0	0
Fondling	0	0	0	0	0	0	0	0	0	0	0	0
Incest	0	0	0	0	0	0	0	0	0	0	0	0
Statutory Rape	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	0	0	0	0
Aggravated Assault	0	0	0	0	0	0	0	0	0	0	0	0
Burglary	0	0	0	0	0	0	0	0	0	0	0	0
Motor Vehicle Theft	0	0	0	0	0	0	0	0	0	0	0	0
Arson	0	0	0	0	0	0	0	0	0	0	0	0
Larceny Theft	0	0	0	0	0	0	0	0	0	0	0	0

Hate Crimes	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Race	0	0	0	0	0	0	0	0	0	0	0	0
Gender	0	0	0	0	0	0	0	0	0	0	0	0
Gender Identity	0	0	0	0	0	0	0	0	0	0	0	0
Religion	0	0	0	0	0	0	0	0	0	0	0	0
Sexual Orientation	0	0	0	0	0	0	0	0	0	0	0	0
Ethnicity	0	0	0	0	0	0	0	0	0	0	0	0
National Origin	0	0	0	0	0	0	0	0	0	0	0	0
Disability	0	0	0	0	0	0	0	0	0	0	0	0

VAWA Offenses	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Domestic Violence	0	0	0	0	0	0	0	0	0	0	0	0
Dating Violence	0	0	0	0	0	0	0	0	0	0	0	0
Stalking	0	0	0	0	0	0	0	0	0	0	0	0

## CRIME AWARENESS AND ANNUAL SECURITY REPORT 2021

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Arrests	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Drug Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Weapons Law Violations	0	0	0	0	0	0	0	0	0	0	0	0

Referrals for Disciplinary Action	On-Campus (Includes Residence Halls)			Non-Campus			Public Property			Unfounded Crimes		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Drug Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Weapons Law Violations	0	0	0	0	0	0	0	0	0	0	0	0

### SLCC HERRIMAN CLERY MAP

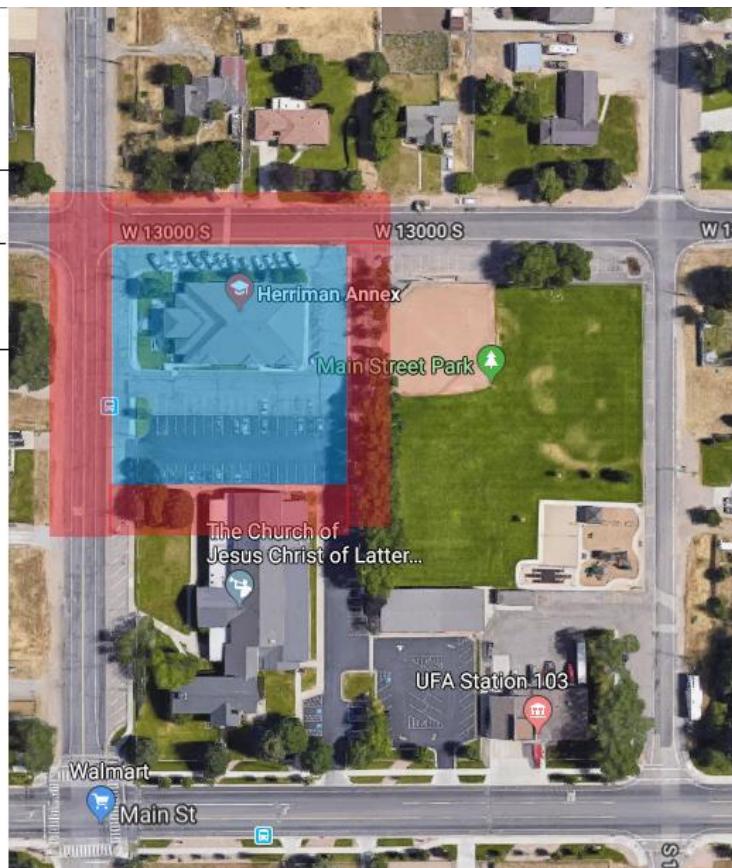
On-Campus

 All items

Non-Campus

Public Property

 All Items



## ON-CAMPUS SERVICES RELATING TO SECURITY AND SAFETY

Numerous services are available to inform students and employees about campus and personal security procedures. The departments to contact for these programs are included below:

SERVICE	TELEPHONE	LOCATION	DEPARTMENT
Emergencies Police	911	Refer to Contact Information	Refer to Contact Information
Parking Permits	801-957-4011	GFSB (RWD)	Parking Services
Safety Hazards	801-957-4033 801-957-3200	GFSB Annex 103	Facilities - Redwood Facilities - South City
Lost College Keys	801-957-4102 801-957-3200	GFSB (RWD) Annex 103 (SCC)	Key Office Facilities
Risk Management	801-957-4041	AAB 211	Risk Management
South Campus Information, Parking Permits	801-957-3407	1-061	Student Center Courtesy Desk
Health and Counseling Alcohol/Drug Prevention	801-957-4268	STC 035 (RWD) JSTC 160 (JC) 1-143 (SCC)	Student Affairs
Nurse Practitioner	801-957-4268 801-957-3323 801-957-6290	STC090 (RWD) 1-143 (SCC) JSTC 160 (JC)	Center for Health and Counseling
Life Threatening Emergencies	911 (all campus lines)	Refer to Contact Information	Refer to Contact Information

## APPENDIX A: ONLINE REPORTING FORM



### Sexual Misconduct Reporting Form

You do not have to use this form to make a complaint, report wrongdoing, or receive assistance. You may contact the SLCC Public Safety Department, Dean of Students, Office of Human Resources, or the Title IX Coordinator directly.

This form is to be used to report sexual misconduct, including, sexual harassment, attempted or completed sexual violence, stalking, intimate partner or dating violence, or discrimination based on sex in a college program or activity. If you or someone you know has been the victim of any of these, you are encouraged to bring it to the attention of the Title IX Coordinator and/or other college officials.

The Title IX Coordinator is available to answer your questions about your options, processes and resources, ensure an appropriate investigation is made as well as to provide guidance and referrals. The Title IX Coordinator may contact you in response to your submission of the report.

Please fill out as much information as possible based on your knowledge of the situation. You may submit an anonymous report; however, without the contact information of the complainant and the ability to investigate further, the college may be limited in how it can respond.

#### Your Information

Your name:

Your affiliation with SLCC:

Your phone number:

Your email address:

Date of incident (Required):

Time of incident:

Location of incident (Required):

Specific location:

#### Involved Persons

Name or Organization	Select Gender	Select Role	Student ID (S Number)
<input type="text"/>	<input type="text"/> Please choose...	<input type="text"/> Please choose...	<input type="text"/>
Phone number	Email address	Address	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

# CRIME AWARENESS AND ANNUAL SECURITY REPORT 2021

[Add another](#)

## Narrative of Incident

Please provide a narrative description of the information that you seek to report. You may provide as much or as little information as you choose. (Required)

Indicate which (if any) of the following agencies have been contacted in support of those involved in this incident(s).

- Campus Safety
- Local Law Enforcement
- Human Resources
- Faculty Member
- Office/Department
- Dean of Students
- Center for Health and Counseling
- Athletics
- Student Life and Leadership
- Local Hospital
- Community Advocacy Group

## Supporting Documentation

Photos, video, email, and other supporting documents may be attached below. 1GB maximum total size.

**Attachments require time to upload, so please be patient after submitting this form.**

Choose files to upload

[Choose Files](#)

## One last step ...

**Help us prevent spam reports by completing this captcha.**

**NOTE:** If you do not see a gray box with a checkbox that says "I'm not a robot", please try a different web browser.

I'm not a robot

reCAPTCHA  
Privacy - Terms

- Email me a copy of this report

[Submit report](#)



Salt Lake Community College  
 Student A/R Write Off Report: FY 2016-2021  
 As of June 30, 2021

# TAB I

	FY16 Sum 2015	FY16 Fall 2015	FY16 Spr 2016	FY17 Sum 2016	FY17 Fall 2016	FY17 Spr 2017	FY18 Sum 2017	FY18 Fall 2017	FY18 Spr 2018
<b>Total Revenue</b>	\$ 11,051,665	\$ 33,952,533	\$ 30,957,210	\$ 11,419,159	\$ 33,907,292	\$ 31,320,777	\$ 11,356,944	\$ 34,210,083	\$ 31,379,574
<b>Total Written Off</b>	\$ 180,835	\$ 726,103	\$ 525,497	\$ 185,456	\$ 752,819	\$ 671,061	\$ 170,908	\$ 738,284	\$ 618,863
<b>% Written Off</b>	1.64%	2.14%	1.70%	1.62%	2.22%	2.14%	1.50%	2.16%	1.97%
	FY19 Sum 2018	FY19 Fall 2018	FY19 Spr 2019	FY20 Sum 2019	FY20 Fall 2019	FY20 Spr 2020	FY21 Sum 2020*	FY21 Fall 2020*	FY21 Spr 2021*
<b>Total Revenue</b>	\$ 11,379,405	\$ 34,119,362	\$ 30,246,274	\$ 14,348,844	\$ 34,458,931	\$ 31,426,767	\$ 11,998,396	\$ 32,062,557	\$ 28,814,576
<b>Total Written Off</b>	\$ 236,831	\$ 1,113,333	\$ 615,383	\$ 216,983	\$ 925,203	\$ 1,013,382	\$ 11,538	\$ 16,642	\$ -
<b>% Written Off</b>	2.08%	3.26%	2.03%	1.51%	2.68%	3.22%	0.10%	0.05%	0.00%

### Summary of Write Off Procedures

Students have one year after the end of a term to make an appeal to the College to drop registered classes. Therefore, writing off of old student accounts receivable (uncollectable/bad debt) is not initiated until one year after the end of the term. In addition, collection activities continue after the write off and the above percentages are net of subsequent collections. Thus, write off percentages in the older terms are normally lower than percentages in more recent terms. The percentages in these recent terms will continue to decrease with the receipt of subsequent collections for those terms. Note that once a student balance is written off, a registration hold is placed on the student's account prohibiting the student from registering for another term until the debt from a prior term is paid off.

**\*Note 1: Normal write off procedures are not initiated until one year after the end of the term and are reflected in the write off percentages applicable to these terms.**

### Discharge of Student Debt or Unpaid Balances for COVID Impacted Terms

As part of the Federal Higher Education Emergency Relief Fund (HEERF), the College has flexibility in the discharge of student debt for COVID impacted terms. Current write off procedures are still initiated after one year to allow for the registration appeal process, but ongoing collection activities are discontinued and debt or unpaid balances are completely discharged. The College then has the flexibility to reimburse itself for this lost revenue through utilization of the HEERF institutional grants. To date, the College has written off and been subsequently reimbursed for the Spring 2020 term and will be continuing in the same manner for both Summer 2020 and Fall 2020 terms to the benefit of students.

**Prepared by: Debra Glenn, AVP/Controller, SLCC**

# TAB J

## Utah System of Higher Education

FORM L-1: LEASED SPACE

Institution: Salt Lake Community College

**FY 2022**      **Current**

Prepared by: Tyson Gregory

**FY 2023**      **Projected**

Due Date: August 29, 2022

Submission Date: August 23, 2022

### Summary by Type

Type of Space Leased	Current FY 2022 Total Square Feet	Current FY 2022 Annual Rent	Projected FY 2023 Total Square Feet	Projected FY 2023 Annual Rent
Classroom	-	\$0		
Classroom/Office	60,415	\$748,988	60,415	\$772,000
Classroom/Other	-	\$0		
Clinic	-	\$0		
Day Care	-	\$0		
Ground	-	\$0		
Hangar	2,760	\$10,764	2,760	\$11,340
Laboratory	-	\$0		
Machine Shop	-	\$0		
Medical/Research	-	\$0		
Non-assignable		\$0		
Office	-	\$0		
Office/Other	9,112	\$92,220	9,112	\$92,220
Parking	-	\$0		
Research	-	\$0		
Residential	-	\$0		
Storage	25,200	\$127,246	25,200	\$128,000
Student Center	-	\$0		
<b>TOTAL</b>	<b>97,487</b>	<b>\$979,218</b>	<b>97,487</b>	<b>\$1,003,560</b>

### Notes:

Non-assignable space was remodeled and moved to Office/Other


# **TAB K**

To: Deneece G. Huftalin, President

From: Chris A. Martin, Vice President for Finance & Administration

**Subject: Board of Trustees Resolution Approving the Revised Student Housing Ground Lease and Cooperation Agreement**

Date: September 30, 2022

## **A. Introduction**

This memorandum provides a summary of the historical background and significant revisions to the proposed student housing Ground Lease and Cooperation Agreement. It is requested that this memorandum and attached draft resolution be forwarded to the Board of Trustees for their October 12, 2022, meeting so the resolution can be adopted for this somewhat complicated transaction.

## **B. Brief History of Project**

On January 12, 2022, the Board of Trustees adopted a resolution approving a proposed Ground Lease and Cooperation with NCCD-Taylorsville, Properties, LLC. At that time, SLCC anticipated completing this real estate transaction in late February 2022 and construction would begin on the proposed student housing project on March 1, 2022.

The financing of this approximately \$45 million building comprised of 430-beds, would be financed by the sale of private bonds. In mid-February 2022, there was a significant downturn in financial markets. As a result, Raymond James and Co., the project's underwriter at that time, was unable to secure purchasers for the bonds that would finance the project. Consequently, this project did not close in late February and was put on "hold" until market conditions approved.

In mid-August 2022, as market conditions began to improve, negotiation resumed to complete this transaction. During these resumed negotiations, Citi Group replaced Raymond James as the new underwriter. Given the continued volatility in financial markets, Citi Group requested certain modification in the financial structuring of this 40-year ground lease to make it more attractive to potential investors.

## **C. Revisions to Proposed Project Between January 2022 and October 2022.**

At the inception of this project in early 2021, Salt Lake Community College was informed that this student housing project would be a minimal cost to the college. However, as the project evolved during Fall 2021 and Winter 2022 negotiations, the college was informed that it must provide financial support for this project to make it attractive to investors. At that time, the college agreed to provide financial support to this project. During the current, resumed negotiations this financial support has changed or increased in some respects which are as follows:

Type of Expense	January 2022 Cost	October 2022 Cost	Source of Funds	Applicable Contract Provision
<b>Subsidy</b>	\$100,000 annual payment for duration of 40-year lease.	One-time up-front payment of \$2.5 million. No annual payment will be required.	The \$2.5 million will be net income funds.	Ground Lease Section 4(b)-p. 10.
<b>Security Costs for UHP Services</b>	SLCC responsible for two-thirds of \$400,000 cost for UHP officers necessary to staff student housing for entire term of lease. (~ \$270,000 annually)	SLCC responsible for 100% of estimated \$400,000 cost for UHP officers to staff student housing for up to 20-years of the lease. (~\$400,000 annually)	This amount will be paid from legislative appropriations.	Cooperation Agreement Section 7(a)-p. 7

**D. Need for Board of Trustees Resolution, Utah Board of Higher Education approval, and Attorney General Approval.**

At the Trustees' August 10, 2022, meeting, the Trustees approved in an open, public vote, proceeding with the "Student Housing Project as discussed in Closed Session." While Trustees approved moving forward at that time, the parties involved in this transaction have requested that the Board adopt the attached written resolution.

In addition, on January 15, 2021, the Utah Board of Higher Education ("UBHE") adopted the Commissioner and Finance and Facilities Committees' recommendation to *"authorize Salt Lake Community College to partner with a selected private developer to develop and operate student housing as presented, contingent on continued communication and review by the Attorney General's Office."* In September 2021, as this project evolved, USHE informed SLCC that it was not necessary for the college to obtain further approval from the UBHE, however, Utah law required that the agreements relating to *Non-Traditional Arrangements for Development of Facilities on Campuses* be approved by the Attorney General as to *"form and legal authority."* R712-6. At that time, Attorney General's approval was obtained.

In August 2022, when this project was resurrected, these revised agreements required AG's approval. During this review, USHE, due to the proposed material changes to the agreements, required that the project, as revised, needed to be presented, *at a minimum*, to the USBE Executive Committee which meets on October 5, 2022. By October 12, 2022, it is hoped that USHE Executive Committee will have approved these revised agreements so that this transaction can be closed by October 31, 2022.

It is requested that the Board of Trustees adopt this resolution at its October 12, 2022, meeting after further update on this matter from both you and me.

## **RESOLUTION**

### **A RESOLUTION OF THE BOARD OF TRUSTEES OF SALT LAKE COMMUNITY COLLEGE APPROVING THE EXECUTION AND DELIVERY OF A GROUND LEASE AGREEMENT AND COOPERATION AGREEMENT AND AUTHORIZING ALL OTHER ACTION RELATED THERETO.**

**WHEREAS**, Salt Lake Community College (the "College") is a community college, duly organized and existing under the laws of the State of Utah; and

**WHEREAS**, the College intends to enter into a ground lease agreement (the "Ground Lease Agreement") with NCCD-Taylorsville Properties, LLC (the "Lessee") for the development and construction of a student housing facility for the College (the "Housing Facility") on certain property located on the campus of the College in the City of Taylorsville, State of Utah; and

**WHEREAS**, the Lessee desires to finance the development and construction of the Project through the issuance of revenue bonds by the Public Finance Authority, a public instrumentality of the State of Wisconsin created pursuant to the provisions of Chapter 66 (including Sections 66.0301, 66.0303 and 66.0304); and

**WHEREAS**, the College and the Lessee will enter into a cooperation agreement (the "Cooperation Agreement") setting forth certain rights, duties, and obligations of the parties with respect to the Housing Facility; and

**WHEREAS**, there has been presented to this meeting proposed forms of the following documents (collectively, the "Documents"):

1. Ground Lease Agreement; and
2. Cooperation Agreement.

### **NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF TRUSTEES OF SALT LAKE COMMUNITY COLLEGE AS FOLLOWS:**

**Section 1.** The Board hereby specifically finds and declares that the actions authorized hereby constitute and are affairs of the College, and that the statements, findings, and determinations of the Board set forth in the preamble above are true and correct.

**Section 2.** The form of Ground Lease Agreement presented at this meeting is hereby approved and the College President, Vice President for Finance & Administration or a designee of either thereof (each an "Authorized Officer"), is hereby authorized and directed, for and in the name of and on behalf of the College, to execute and deliver the Ground Lease Agreement in substantially the form presented at this meeting with such changes therein as the Authorized Officer executing the same may approve, and such approval to be conclusively evidenced by the execution and delivery thereof.

**Section 3.** The form of Cooperation Agreement presented at this meeting is hereby approved and any one of the Authorized Officers is hereby authorized and directed, for and in the name of and on behalf of the College, to execute and deliver the Cooperation Agreement in substantially the form presented at this meeting with such changes therein as the Authorized Officer executing the same may approve, and such approval to be conclusively evidenced by the execution and delivery thereof.

**Section 4.** The Authorized Officers and other officers and officials of the College are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents, agreements or certificates which they may deem necessary or advisable in order to consummate, carry out, give effect to, and comply with the terms and intent of this resolution. All such actions heretofore taken by such officers and officials are hereby confirmed, ratified, and approved.

**Section 5.** This resolution shall take effect immediately upon its passage.

PASSED, ADOPTED AND APPROVED of \_\_\_\_\_ day of October 2022, by the following vote:

AYES: MEMBERS \_\_\_\_\_

NOES: MEMBERS \_\_\_\_\_

ABSTAIN: MEMBERS \_\_\_\_\_

ABSENT: MEMBERS \_\_\_\_\_

---

Chair, Board of Trustees  
Salt Lake Community College

Attest:

---

Secretary to the Board of Trustees  
Salt Lake Community College

## SECRETARY'S CERTIFICATE

I, Sandra Lehman, Secretary to the Board of Trustees of Salt Lake Community College (the "College"), hereby certify that the attached Resolution entitled "A Resolution of the Board of Trustees of the Salt Lake Community College, Approving the Execution and Delivery of a Ground Lease Agreement and a Cooperation Agreement,; and Authorizing All Other Action Related Thereto" and minutes to be a full, true and correct copy of the resolution and minutes made and entered by the Board of Trustees of the College on October 12, 2022 as the same appear of record and on file in my office and that, as of the date hereof, such resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date hereof.

Dated: \_\_\_\_\_, 2022

SALT LAKE COMMUNITY  
COLLEGE

By:

---

Sandra Lehman  
Secretary to the Board of Trustees  
Salt Lake Community College

**GROUND LEASE AGREEMENT**

by and between

**SALT LAKE COMMUNITY COLLEGE,**  
as Lessor

and

**NCCD – TAYLORSVILLE PROPERTIES LLC,**  
as Lessee

Dated as of [MONTH] 1, 2022

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EXHIBIT A	LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B	ACCESS EASEMENT AREAS
EXHIBIT C	UTILITY CONNECTION EASEMENT AREAS
EXHIBIT D	CONSTRUCTION EASEMENT AREAS

## **GROUND LEASE AGREEMENT**

**THIS GROUND LEASE AGREEMENT** (as the same may be amended and/or supplemented from time to time in accordance with the provisions hereof, this "Ground Lease"), made and entered into as of [Month] 1, 2022, is between **SALT LAKE COMMUNITY COLLEGE**, an entity of the State of Utah (the "Lessor"), and **NCCD – TAYLORSVILLE PROPERTIES LLC** (the "Lessee"), a single member limited liability company organized and existing under the laws of the State of Utah (the "State").

### **W I T N E S S E T H :**

WHEREAS, the Lessor is the owner of certain property (the "Property") located on the campus of the Lessor as more particularly described in Exhibit A attached hereto, incorporated in and by reference made a part hereof; and

WHEREAS, the Lessor and the Lessee (each a "Party" and, together, the "Parties") desire for the Lessee to develop and construct an approximately [430]-bed student housing facility (together with associated site development and various related amenities and improvements, the "Project") on the Property; and

WHEREAS, the Public Finance Authority (the "Authority") has determined to issue its Student Housing Revenue Bonds (collectively, the "Bonds") under and pursuant to the terms of a Trust Indenture of even date herewith between the Authority and Zions Bancorporation, National Association d/b/a Zions Bank, as Trustee and to lend the proceeds of the Bonds to the Lessee for the purpose, *inter alia*, of paying the costs of acquiring, constructing, furnishing, and equipping the Project under and pursuant to the terms of a Loan Agreement of even date herewith between the Authority and the Lessee,

NOW, THEREFORE, in consideration of the premises, the rental to be paid hereunder, the mutual covenants and agreements herein set forth by each Party to be kept and performed, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged by each Party, the Parties do hereby mutually covenant and agree as follows:

The Lessor does hereby let the Property unto the Lessee, subject only to Permitted Encumbrances (as defined herein), and the Lessee does hereby take and hire the Property from the Lessor, subject to Permitted Encumbrances.

TOGETHER WITH all appurtenances, rights, privileges, and easements benefiting, belonging, or pertaining thereto, and together with the buildings, structures, and improvements erected or to be erected thereon.

TO HAVE AND TO HOLD the Property for a term of years set forth herein unless this Ground Lease shall be sooner terminated as hereinafter provided.

This Ground Lease and all rights of the Parties hereunder are expressly subject to the provisions as hereinafter set forth, all of which the Parties respectively agree to keep, abide by, and perform during the Term.

**Section 1. Definitions.** The following terms as used in this Ground Lease, shall have the following meanings, unless the context indicates otherwise:

“*Additional Bonds*” means any additional bonds, or other instruments issued and secured under the Indenture, other than the Series 2022A Bonds, the Series 2022B Bonds and the Series 2022C Bonds.

“*Annual Period*” means the 12-month period commencing on July 1 of each calendar year and ending on June 30 of the immediately succeeding calendar year.

“*Architect*” means FFKR Architects/Planners II, a corporation organized and existing under the laws of the State, and its successors and assigns.

“*Architect’s Agreement*” means that certain Agreement for Design Services of even date herewith between the Developer and the Architect pursuant to which the Architect has agreed to provide certain architectural and engineering services in connection with the construction of the Project, and any amendments thereof and/or supplements thereto.

“*Assigned Agreements*” means, collectively, the Construction Documents and the Management Agreement.

“*Assignment of Contracts and Agreements*” means the Assignment of Contracts and Agreements of even date herewith by the Lessee in favor of the Trustee, as the same may be amended and/or supplemented from time to time as permitted by the Indenture.

“*Authority*” means the Public Finance Authority, and its successors and assigns.

“*Bond*” or “*Bonds*” means any or all of the Series 2022A Bonds, the Series 2022B Bonds, the Series 2022C Bonds and any Additional Bonds, to the extent the same are issued and Outstanding.

“*Bond Documents*” means, collectively, the Indenture, the Loan Agreement, the Trustee Mortgage, the Assignment of Contracts and Agreements, and all other instruments or agreements executed by the Authority and/or the Lessee in connection with the issuance and delivery of the Bonds (each, a “*Bond Document*”).

“*Business Day*” means any day other than a Saturday, a Sunday, or a day on which banking institutions in the State are authorized or obligated by law to close.

“*Campus*” means the campus of the Lessor in the City and the County.

“*City*” means the City of Taylorsville, Utah.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Commencement Date*” means [Closing Date], 2022.

“*Construction Contracts*” means that certain [Construction Contract] of even date herewith between the Developer and the General Contractor pursuant to which the General Contractor has agreed to construct the Project, and any amendments thereof and/or supplements thereto.

“*Construction Documents*” means, collectively, the Development Agreement, the Construction Contract, the Architect’s Agreement, and all those other contracts and/or agreements between the Lessee, the Developer, or the General Contractor and any person or firm rendering services or supplying material in connection with the design, acquisition, construction, furnishing, equipping, and operation of the Project (each, a “Construction Document”).

“*Consumer Price Index*” means the Consumer Price Index for the County published by the Bureau of Labor Statistics of the U.S. Department of Labor.

“*Cooperation Agreement*” means the Cooperation Agreement of even date herewith by the Lessor and the Lessee, as the same may be amended and/or supplemented from time to time in accordance with the provisions thereof and of the Indenture.

“*Corporation*” means National Campus and Community Development Corporation, a non-profit corporation duly organized and existing under the laws of the State of Texas, and its successors and assigns.

“*County*” means Salt Lake County, Utah.

“*Debt Service Coverage Ratio*” shall have the meaning ascribed to such term in Section 101 of the Indenture.

“*Developer*” means Servitas, LLC, a limited liability company organized and licensed under the laws of the State of Texas and authorized to do business in the State, and its successors and assigns.

“*Development Agreement*” means the Development Agreement of even date herewith by and between the Lessee and Developer.

“*Electronic Means*” means facsimile transmission, e-mail transmission, or other similar electronic means of communication providing evidence of transmission, including a telephonic communication confirmed by any other method set forth in this definition.

“*Eligible Institutions*” means institutions of higher learning in the State with which the Lessor or the Lessee has established an affiliation or other cooperative or coordination agreement or arrangement that (a) is and, and for so long as its students reside in the Project, remains an organization that is described in § 511(a)(2)(B) or §§ 501(c)(3) and 170(b)(1)(A)(ii) of the Code; (b) is not a private foundation within the meaning of § 509 of the Code; and (c) becomes a member of the Corporation and remains such a member for so long as its students reside in the Project (each, an “Eligible Institution”).

“*Eligible Residents*” means, in the order of acceptance priority set forth in the Cooperation Agreement, (a) students registered in an academic program of the Lessor with nine or more credits in the current academic term; (b) students registered in an academic program of the Lessor with

six or more credits in the current academic term; (c) regular full time faculty, visiting faculty, and staff of the Lessor who are pre-approved by the Lessor in writing; (d) students registered in an academic program of any other Eligible Institution who are pre-approved by the Lessor in writing; (e) groups participating in any activity, conference, or other program sponsored by the Lessor or who are pre-approved by the Lessor in writing; (f) any member of the household that is a spouse or dependent of any of the foregoing; and (g) any other person pre-approved by the Lessor and the Lessee in writing (each, an "Eligible Resident").

*"Event of Default"* means each of the events specified in Section 24 hereof.

*"Expenses"* shall have the meaning ascribed to such term in Section 101 of the Indenture.

*"Final Completion"* means and shall be deemed to occur when:

(a) the Improvements shall have been completed in all respects in a good and workmanlike manner and in accordance with the Plans and Specifications, including all punchlist items;

(b) all building equipment and services, including utilities, heating and air conditioning systems, voice systems, data systems and video systems have been completed, are operating properly and are available for use by the Lessee and the residents of the Project;

(c) a certificate of occupancy or temporary certificate of occupancy has been issued permitting legal occupancy of the Project by the residents;

(d) all necessary approvals by Governmental Authorities have been given;

(e) all furnishings and fixtures of the Improvements have been obtained and installed (or in the event not all furnishings have been obtained, reasonably equivalent temporary furnishings have been provided by the Lessee and all steps have been taken by the Lessee to obtain the agreed upon furnishings); and

(f) the Lessee may enjoy beneficial use or occupancy of the Improvements and may legally use, operate, and maintain the Improvements in all respects, for their intended purpose, including use by the Eligible Residents in accordance with the terms of the Occupancy Agreements.

*"GAAP"* means (a) with respect to the Lessee, those principles of accounting set forth in pronouncements of the Financial Accounting Standards Board and its predecessors or pronouncements of the American Institute of Certified Public Accountants; (b) with respect to the Lessor, those principles of accounting set forth in pronouncements of the Governmental Accounting Standards Board and its predecessors; or (c) those principles of accounting that have other substantial authoritative support and are applicable in the circumstances as of the date of application, as such principles are from time to time supplemented and amended.

*"General Contractor"* means Jacobsen Construction Company, Inc., a corporation organized, existing, and licensed in the State, and its successors and assigns.

*“Governmental Authorities”* means, collectively, all political subdivisions of the State; all State, County, City, and federal officers and officials; all State, County, City, and federal agencies, authorities, boards, bureaus, commissions, departments, and instrumentalities, and all State, County, City, and federal courts, tribunals, and arbitrators having jurisdiction over the Property or the design, acquisition, construction, furnishing, equipping, and/or operation of the Project (each, a “Governmental Authority”).

*“Ground Lease”* means this Ground Lease Agreement, as the same may be amended and/or supplemented from time to time in accordance with the provisions hereof and of the Indenture.

*“Improvements”* means all improvements on the Property to be constructed under the terms of this Ground Lease and any replacements, reconstruction, or restorations thereof during the Term.

*“Indenture”* means the Trust Indenture of even date herewith between the Authority and the Trustee, as the same may be amended and/or supplemented from time to time in accordance with the provisions thereof.

*“Independent Counsel”* means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state of the United States and not in full-time employment of the Lessee, the Lessor, or the Transferee.

*“Leasehold Estate”* shall have the meaning ascribed to such term in Section 2(a) hereof.

*“Leasehold Mortgage”* means, collectively, the Trustee Mortgage, any Refinanced Trustee Mortgage, and any other encumbrance of the Lessee’s interest in this Ground Lease, subject to approval of the Lessor, as security for any indebtedness of the Lessee or the Lessee’s successors and assigns may incur, whether by deed to secure debt, mortgage, deed of trust, or other security instrument.

*“Leasehold Mortgagee”* means the holder of the indebtedness secured by any Leasehold Mortgage or any agent or fiduciary therefor and any designee thereof for the purpose of taking title to the Lessee’s interests in this Ground Lease or entering into a Mortgagee Lease.

*“Lease Year”* means each 12-month period commencing on the first day of July of a calendar year and ending on the last day of June of the immediately succeeding calendar year; provided the first Lease Year shall commence on the Commencement Date and end on **June 30, [2024]**.

*“Lessee”* means NCCD – Taylorsville Properties LLC, a single member limited liability company organized under the laws of the State whose sole member is the Corporation, and its successors and assigns.

*“Lessee Documents”* means, collectively, the Loan Agreement, the Leasehold Mortgage, the Assignment of Contracts and Agreements, and any other instruments or agreements executed by the Lessee in connection with the issuance and delivery of the Bonds (each, a “Lessee Document”).

“*Lessor*” means Salt Lake Community College, an entity of the State.

“*Lessor Contribution*” shall have the meaning ascribed to such term in Section 4(b) hereof.

“*Lessor Representative*” means the Person or Persons designated by the Lessor to serve as the Lessor’s representatives in connection with the design, acquisition, construction, furnishing, equipping, and operation of the Project.

“*Loan Agreement*” means the Loan Agreement of even date herewith between the Authority and the Lessee, as the same may be amended and/or supplemented from time to time in accordance with the provisions of the Indenture.

“*Management Agreement*” means, collectively, (a) the Property Management Agreement of even date herewith by and between the Lessee and the Manager, as the same may be amended and/or supplemented from time to time in accordance with the provisions of the Indenture; and (b) any management or similar agreement between the Lessee and any successor Manager relating to the management of the Property, as the same may be amended and/or supplemented from time to time in accordance with the provisions thereof and of the Indenture.

“*Manager*” means initially, Servitas Management Group, LLC, a limited liability company organized and licensed under the laws of the State of Texas and authorized to do business in the State, and its successors and assigns, and thereafter, any other management company employed by the Lessee to manage the Project.

“*Maximum Annual Debt Service*” shall have the meaning ascribed thereto in Section 101 of the Indenture.

“*Mortgagee Lease*” means a lease of the Premises entered into between a Permitted Leasehold Mortgagee, as lessee, and the Lessor, as lessor, as a result of a termination hereof by reason of any Event of Default for the remainder of the Term effective as of the date of termination hereof, at the same Rent and upon the same terms, provisions, covenants, and agreements as contained in this Ground Lease and subject to no additional exceptions or encumbrances other than Permitted Encumbrances and to the rights, if any, of the parties then in possession (actual or constructive) of any part of the Premises.

“*Net Available Cash Flow*,” with respect to each Lease Year, means the amount available to be distributed to the Lessor with respect to such Lease Year in accordance with the provisions of Section 512(b) and (c) of the Indenture.

“*Occupancy Agreements*” means, collectively, the leases, rental agreements, license agreements, or other similar agreements of no more than 12months in duration with residents of the Project (each, an “*Occupancy Agreement*”).

“*Operating Account*” shall have the meaning ascribed thereto in Section 101 of the Indenture.

*“Opinion of Counsel”* means an opinion in writing of Independent Counsel who or that is reasonably acceptable to all recipients thereof and who or that may be counsel to the Lessee, the Lessor, or the Transferee.

*“Outstanding”* shall have the meaning ascribed thereto in Section 101 the Indenture.

*“Permitted Encumbrances”* shall have the meaning ascribed to such term in Section 101 of the Indenture.

*“Permitted Leasehold Mortgagees”* means, collectively, the holders of the indebtedness secured by the Permitted Leasehold Mortgages or any agent or fiduciary therefor and any designee thereof for the purpose of taking title to the Lessee’s interests in this Ground Lease or entering into a Mortgagee Lease (each, a “Permitted Leasehold Mortgagee”).

*“Permitted Leasehold Mortgages”* means, collectively, the Trustee Mortgage, any Refinanced Trustee Mortgages, and all other encumbrances on the Lessee’s interest in this Ground Lease approved by the Lessor permitted by the provisions of Section 26 hereof executed and delivered as security for any indebtedness that the Lessee may incur, whether by deed to secure debt, mortgage, deed of trust, or other security instrument (each, a “Permitted Leasehold Mortgage”).

*“Personalty”* means all machinery, equipment, fixtures, appliances, furniture, and any other personal property of any kind or description owned by the Lessee and used in connection with the Project.

*“Plans and Specifications”* means the detailed plans and specifications for the construction thereof fully identifying and describing all mechanical, electrical, and plumbing systems, materials, signage, design, colors of exterior paints, and other finishes prepared by the Architect or by architects and engineers acceptable to the Architect, as approved or deemed approved by the Lessor in accordance with the provisions of Section 10(e) hereof and as amended from time to time by the Lessee with the consent of the Lessor, a copy of which is or will be on file with the Lessor.

*“Premises”* means the Project and the Property.

*“Project”* means, collectively, the approximately [430]-bed student housing facility comprised of a single building (together with all Personalty and all associated site development and various related amenities and Improvements to be acquired, constructed, and installed with the proceeds of the Bonds).

*“Property”* means the land located on the Campus as more particularly described in Exhibit A attached hereto, incorporated in and by reference made a part hereof.

*“Refinanced Trustee Mortgage”* means any encumbrance of the Lessee’s interest in this Ground Lease resulting from the refinancing of the Bonds.

*“Rent”* means the rental payable by the Lessee to the Lessor in accordance with Section 3 hereof.

*“Repair and Replacement Fund”* shall have the meaning ascribed thereto in Section 101 of the Indenture.

*“Revenues”* shall have the meaning ascribed to such term in Section 101 of the Indenture.

*“Schedule of Performance”* means the construction schedule set forth in the Construction Contract.

*“Series 2022A Bond”* or *“Series 2022A Bonds”* means any or all of the \$[Amount of A Bonds] Public Finance Authority Student Housing Revenue Bonds (NCCD – Taylorsville Properties LLC - Salt Lake Community College Project) Series 2022A issued under the Indenture.

*“Series 2022B Bond”* or *“Series 2022B Bonds”* means any or all of the \$[Amount of B Bonds] Public Finance Authority Taxable Student Housing Revenue Bonds (NCCD – Taylorsville Properties LLC – Salt Lake Community College Project) Series 2022B issued under the Indenture.

*“Series 2022C Bond”* or *“Series 2022C Bonds”* means any or all of the \$[Amount of C Bonds] Public Finance Authority Subordinate Student Housing Revenue Bonds (NCCD – Taylorsville Properties LLC – Salt Lake Community College Project) Series 2022C issued under the Indenture.

*“State”* means the State of Utah.

*“Substantial Completion,”* with respect to the Project, means:

(a) the Improvements constituting the same, including all life safety systems, shall have been substantially completed in accordance with the Plans and Specifications therefor and applicable laws and as required by the Construction Contracts; and

(b) all required occupancy permits therefor shall have been issued and the same shall be reasonably capable of being occupied for its intended purposes; and

(c) a punch list of any unfinished items relating thereto shall have been prepared by the Developer, Architect and/or the General Contractor and shall have been provided to the Lessee and the Lessor; and

(d) all Governmental Authorities shall have given any necessary approval to occupancy thereof on a temporary basis pending the occurrence of final completion thereof.

*“Substantial Completion Date”* shall have the meaning ascribed to such term in Section 10(q) hereof.

*“Surplus Fund”* means the fund of that name created in accordance with the provisions of the Indenture.

*“Term”* shall have the meaning ascribed to such term in Section 2(a) hereof.

*“Termination Date”* means the date on which the Term ends by termination or expiration hereof.

*“Transferee”* shall have the meaning ascribed to such term in Section 32(a) hereof.

*“Trustee”* means Zions Bancorporation, National Association d/b/a Zions Bank, as Trustee under the Indenture, and its successors and assigns in such capacity.

*“Trustee Mortgage”* means the Leasehold Deed of Trust and Assignment of Rents and Subleases of even date herewith by the Lessee in favor of the deed of trust trustee for the benefit of the Trustee, as the same may be amended and/or supplemented from time to time in accordance with the provisions of the Indenture.

*“Trustee Security Interests”* shall have the meaning ascribed to such term in Section 12(a) hereof.

## **Section 2. Term.**

(a) The term (as the same may be adjusted from time to time in accordance with the provisions hereof, the “Term”) of the leasehold estate of the Lessee in the Property created hereunder (the “Leasehold Estate”) shall commence on the Commencement Date and shall expire at 12:00 midnight on the earlier of (i) the date that is the last day of the full month following the fortieth year anniversary of the Commencement Date; or (ii) the date on which the Bonds shall have been paid in full and the Indenture shall no longer be in effect, unless sooner terminated in accordance with the provisions hereof or by operation of law.

(b) The Lessor and the Lessee, within 30 days after request of the other, shall confirm the then current Termination Date in writing, and if so requested, by an instrument in recordable form.

(c) Except as otherwise provided in this Ground Lease, on the Termination Date, the Lessee shall be released from, and relieved of, all of its obligations hereunder and under any other agreements relating to the Project to which the Lessor and the Lessee are then a party without any further action on the part of the Lessor or the Lessee.

## **Section 3. Rent.**

(a) The Lessee covenants and agrees to pay to the Lessor throughout the Term as Rent on each date on which amounts become available to be distributed to the Lessor with respect to such Lease Year in accordance with the provisions of Section 512(b) and (c) of the Indenture, an amount equal to the Net Available Cash Flow.

(b) The Rent shall be payable in respect of each Lease Year within 30 days of receipt by the Lessee and the Trustee of the annual financial statements and audit report for the corresponding Annual Period of the Lessee provided to the Trustee in accordance with the provisions of the Loan Agreement and the satisfaction of any additional conditions

precedent to the distribution of the Net Available Cash Flow as provided in Section 512(b) and (c) of the Indenture.

(c) If the Net Available Cash Flow for a Lease Year shall be zero or a negative amount, no Rent shall be paid to the Lessor hereunder for such Lease Year, and it is understood that the Lessor is under no obligation, express or implied, to contribute or to pay the Lessee for any such deficit in Net Available Cash Flow.

(d) For purposes hereof, the Lessor agrees that the Lessee may, in each Lease Year, charge Rent for the units comprising the Project sufficient to comply with all of the covenants and agreements of the Lessee contained in the Bond Documents.

(e) Payment of all Rent and all other sums due to the Lessor under this Ground Lease shall be made payable to the Lessor and delivered to the Lessor at the address shown in Section 28 hereof or at such other place as the Lessor may notify the Lessee in writing from time to time.

(f) In no event may the rental paid to the Lessor be less than the fair rental value of the Property pursuant to Utah Code Section 53B-21-108(14). The Parties acknowledge and agree that the expected Rent (over the entire Term), together with other non-monetary benefits, including, but not limited to, improved educational opportunities and an enhanced campus environment will sufficiently constitute fair rental value of the Property.

#### **Section 4. Financing of the Project.**

(a) The Lessee shall, at its own cost and expense except as provided in Section 4(b) below, obtain all financing required for the design, acquisition, construction, furnishing, equipping, and operation of the Project, including the issuance of the Bonds. The term of the Indenture may not exceed the final date of the Term. The Lessee agrees to provide the Lessor with copies of all material information and documentation relating to any form of proposed financing. The Lessee agrees that except for the financing contemplated by the Bond Documents, all financing relating to the design, acquisition, construction, furnishing, equipping, and operation of the Project, or any amendment, renewal, refinancing, or refunding of same during the Term shall be subject to the prior approval of the Lessor, which approval shall not be unreasonably withheld.

(b) On the Commencement Date, Lessor shall deposit with Trustee the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) ("Lessor Contribution"), to be held and disbursed in accordance with the Indenture to pay certain costs of the Project as provided therein. It is agreed that the costs of the Project, the Lessor Contribution and any other amounts that may be required to be paid by the Lessor under this Ground Lease shall not be obligations of the State, and the College shall pay or discharge such costs or obligations from all funds legally available to the College which shall not include either ad valorem tax receipts or State appropriations. The College anticipates that over the Term, amounts received by it as Rent hereunder will be sufficient to satisfy all of its payment obligations hereunder.

## **Section 5. Taxes and Assessments.**

(a) It is hereby determined and declared by the Lessor and the Lessee that nothing contained in this Ground Lease is intended to change the degree to which the interest or estate of the Lessee created by this Ground Lease is subject to ad valorem property taxes; however, to the extent assessed, the Lessee shall bear and pay to the public officer charged with the collection thereof, before the same shall become delinquent, and shall indemnify, save, and hold harmless the Lessor from the payment of, any and all taxes, assessments, license fees, excises, imposts, fees, and charges of every sort, nature and kind (collectively, "Taxes" and each, a "Tax") that during the Term are or might be levied, assessed, charged, or imposed upon or against the Premises or the interest or estate of the Lessee or the Lessor in and to the Property. If the transfer of fee simple title to the Premises alone results in the levy, assessment, charge, or imposition of ad valorem taxes against the Premises or causes the Property to become subject to such levy, assessment, charge, or imposition, the successor Lessor shall be responsible for the payment of such Taxes, and the Lessee shall have no liability therefor. The Lessor agrees, upon Lessee's written request, to use its best efforts to assist the Lessee in attempting to secure an exemption from ad valorem property taxation with respect to the Premises.

(b) If the imposition of any Tax shall be deemed by the Lessee or the Lessor to be improper, illegal, or excessive, the Lessee may, in its own name, dispute and contest the same and, in such event and to the extent permitted by law, any such Tax need not be paid until adjudged to be valid; provided, however, the Lessee shall first notify the Lessor in writing of such dispute and contest and shall comply with the requirements of the Bond Documents or any other Permitted Leasehold Mortgage and related documents concerning the contest of Taxes. Unless so contested, any Tax shall be paid by the Lessee within the time provided by law, and if contested, any such Tax shall be paid before the imposition of a lien on the Premises with respect thereto.

**Section 6. Utility Services.** The Lessee shall make application, obtain and pay, and be solely responsible, for all utilities required, used, or consumed on the Premises, including, but not limited to gas, water (including water for domestic uses and for fire protection), telephone, electricity, cable TV, internet, sewer service, garbage collection services, or any similar service (collectively, the "Utility Services" and each, a "Utility Service"). In the event that any charge for any Utility Service supplied to the Premises shall not be paid by the Lessee to the applicable Utility Service supplier when due, then the Lessor shall be permitted, 10 days after written notice to the Lessee, but shall not be required to, pay such charge for and on behalf of the Lessee, with any such amount paid by the Lessor being repaid by the Lessee to the Lessor within 35 days after demand therefor by the Lessor.

**Section 7. Payments for the Lessee by the Lessor.** If the Lessee shall fail to procure the insurance required to be procured by the Lessee under this Ground Lease or shall fail to pay any premium of insurance, Tax, or any other sum in this Ground Lease required to be paid by the Lessee (other than Rent), the Lessor may, after expiration of the applicable cure period and after notifying the Lessee and the Trustee, at the Lessor's option, elect to follow one of the options provided in Section 24(b) hereof or may, without declaring an Event of Default, procure on behalf of the Lessee any such insurance, and pay on behalf of the Lessee any such payment or payments

as may be necessary. Any sum(s) so paid or expended by the Lessor on behalf of the Lessee shall immediately be reimbursed and paid by the Lessee to the Lessor within 35 days after demand therefor by the Lessor.

**Section 8. Compliance by the Lessee with Laws and Ordinances.** At all times during the Term, the Lessee shall conform to, obey, and comply in all material respects with all present and future laws, ordinances, and regulations of all legally constituted Governmental Authorities existing at the commencement of the Term or at any time during the continuance of the Term that in any way are applicable to this Ground Lease or the use of the Premises or any repair, replacement, demolition, renovation, construction, restoration, or excavation being done on or to the Premises. The Lessee, in its own name and at its sole cost and expense, shall have the right to contest the validity of any law, ordinance, rule, regulation, or requirement contemplated under this Section. The Lessee shall use its best efforts not to use the Premises or any part thereof, or to suffer or to permit the Premises or any part thereof to be used, in any manner that would constitute a legal nuisance or an unreasonable annoyance to any student, employee, or visitor to the Campus or for any hazardous purpose. In the event, at any time during the Term, or thereafter, as the result of the Lessee's acts or omissions to act during the Term, any addition, alteration, change, or repair or other work of any nature, structural or otherwise, shall be lawfully required or ordered by an applicable Governmental Authority or become necessary on account of any law, ordinance, or regulation of any Governmental Authority then in effect, or on account of any other reason with respect to the Premises, the entire expense thereof, regardless of when the same shall be incurred or become due, shall be paid by the Lessee and, in no event, shall the Lessor be called upon to contribute thereto or do or pay for any work of any nature whatsoever on or relating to the Premises.

**Section 9. Quiet Enjoyment.** The Lessor represents and warrants that it owns fee simple, marketable title to the Property subject to no restrictions, liens, or other encumbrances other than Permitted Encumbrances. The Lessor further covenants and agrees that, throughout the Term, the Lessee may peaceably and quietly enjoy the Property subject, however, to zoning and land use restrictions, Permitted Encumbrances, and the Lessee's fulfillment of the covenants and agreements contained herein.

#### **Section 10. Construction of Improvements.**

(a) ***Obligation To Construct Improvements.*** The Lessee shall, at its sole cost and expense, design and construct, or cause to be designed and constructed, the Improvements upon the Property in accordance with the Schedule of Performance. The Lessee shall enter into the Development Agreement which shall contemplate the Developer's entering into the Construction Contract and the Architect's Agreement. The Lessor hereby approves the Construction Documents and acknowledges receipt of copies of the final forms thereof for the Lessor's approval.

(b) ***Lessee's Security for Performance.*** As security for the Lessee's performance hereunder as it relates to the design and construction of the Project, the Lessee grants to the Lessor a security interest in the Construction Documents as provided in, and subject to the provisions of, Section 12(a) hereof.

(c) ***Default in Construction.*** In the event the Developer, the General Contractor, or the Architect, if any, shall fail to perform in accordance with the provisions of any of the Construction Documents to which it is a party in connection with the design, acquisition, construction, furnishing, and/or equipping of the Project, the Lessee shall exercise all of the rights and remedies available to the Lessee in each such Construction Document(s) in consultation with the Lessor. If an Event of Default shall occur and be continuing or if the Lessee shall default under, the Development Agreement beyond applicable notice and cure periods, the Lessor may, subject to the rights of the Trustee, assert the rights of the Lessee under the terms of the Development Agreement, the Construction Contract, and the Architect's Agreement, if any.

(d) ***Commencement of Construction.*** The Lessee shall commence and pursue to completion the design, acquisition, construction, furnishing, and equipping of the Project on the Property and associated site development on the Campus outside the boundaries of the Property, in accordance with the Construction Documents and in accordance with the Schedule of Performance.

(e) ***Construction Approvals by the Lessor.*** Prior to commencing any excavation, construction, paving, or any other work associated with the Property or the Project, the Lessee shall deliver to the Lessor for its approval three sets of the proposed Plans and Specifications. The right of approval of the Lessor with respect to the Plans and Specifications shall include, but not be limited to, the compatibility of the exterior appearance of any Improvement with the public activities of the Lessor on adjacent portions of the Campus. The Lessor shall have a period of 15 Business Days after receipt to approve or reject such proposed Plans and Specifications, with any rejection being accompanied with a description of measures to be taken by the Lessee that will result in approval upon resubmission (or why resubmission of any similar proposal would be rejected). Failure to approve or reject any proposed Plans and Specifications within such 15-day period shall be deemed approved by the Lessor. The Lessor agrees not to withhold unreasonably the approval required by this subsection. Approval of submissions or resubmissions by the Lessor shall not relieve the Lessee from the obligation to obtain all other necessary approvals and permits required by all Governmental Authorities or from complying in all material respects with the Plans and Specifications, the Construction Documents, and all applicable building codes and ordinances. The Lessee expressly agrees that the Lessor shall not be liable or bound in any matter by any oral or written statements, representations, or information pertaining to the Premises furnished by any person, unless the same are expressly and specifically set forth in this Ground Lease. The Lessor shall not be responsible to the Lessee for unknown surface and subsurface conditions in or on the Property.

(f) ***Change Orders.*** Once the Plans and Specifications shall have been submitted to and approved by the Lessor or the proposed Plans and Specifications shall have been deemed approved in accordance with Section 10(e) hereof, the Lessee may, with the written consent or approval of the Lessor and subject to the further provisions of this subsection, order, authorize, or perform any change or substitute work or materials in prosecuting the construction of the Improvements (a "Change Order"). The Lessor agrees not to withhold unreasonably its consent or approval to a Change Order. The Lessor shall

have a period of five Business Days after receipt to approve or reject any such Change Order. Any such Change Order that is not approved or rejected within such five Business Day period shall be deemed to be approved by the Lessor. Notwithstanding the foregoing, the Lessee shall not be obligated to obtain the Lessor's consent or approval of a Change Order if such Change Order shall relate to minor, non-structural, non-elevation changes to the Project so long as such Change Order (each, a "Minor Change Order") shall not delay the Substantial Completion Date or increase the cost of construction of the Project (as evidenced by the content of such Minor Change Order). The Lessor shall be provided notice of any Minor Change Order by submission of a copy of the same to the Lessor Representative within five Business Days of its execution.

(g) ***Construction According to Approved Plans.*** To the extent reasonably possible, the acquisition, construction, furnishing, and equipping of the Project shall be done so as to minimize disruption of the Lessor's operations. All construction activities must be coordinated with the appropriate departments of the Lessor. A mandatory pre-construction meeting shall be conducted by the Lessee prior to the start of any construction activities for the purpose of reviewing security procedures, utility coordination, access to the Property, and construction coordination issues. The meeting shall be attended, at a minimum, by the Lessor Representative, the Lessee, the Developer, and the General Contractor's project manager and superintendent. All building materials for the Project must be new and of good quality in accordance with the Construction Documents and the Plans and Specifications. The Lessor reserves the right, at the Lessor's sole cost and expense, to monitor the Lessee's construction of the Project from its inception to its completion, including participation in all construction meetings contemplated by the Construction Documents; provided that the failure of the Lessor Representative to attend any such construction meeting of which he or she shall have been notified shall not cause a delay in the holding thereof on the scheduled date thereof. At a minimum, the following restrictions must be placed upon construction activities, and the Lessee shall provide for the incorporation of these restrictions in the Construction Documents:

- (i) access to the construction site shall be limited to those involved with the work;
- (ii) for construction activities requiring access to the Lessor's drives and parking areas, access shall be restricted to those times approved by the Lessor, which approval will not be unreasonably withheld;
- (iii) construction activities shall not unreasonably interfere with entry or exit to the Campus, Campus parking or drives, or pedestrian circulation paths or walks without prior written consent from the Lessor;
- (iv) the Lessee shall notify the Lessor in writing at least 72 hours in advance when coordination meetings requiring the Lessor's participation shall be required;

(v) the Lessee shall provide an eight-foot-high chain link security fence (which may not contain razor or barbed wire) with lockable gates at the perimeter of the construction site and staging area;

(vi) the Lessee, throughout the construction period, shall be responsible for the enforcement of discipline and good order among the workers on the site;

(vii) Campus toilet facilities, parking areas, and student dining facilities shall not be used by construction personnel;

(viii) signage, which shall be subject to the Lessor's prior approval, shall be provided and maintained at all entrances to the Campus to direct deliveries, construction personnel, etc. to the construction site; and

(ix) the Lessee and the Lessee's contractors shall not bury or burn or otherwise dispose of construction debris on the Property, in any of Lessor's trash dumpsters or bins, or on any other portion of the Campus.

(h) ***Non-Exclusive Easements.***

(i) the Lessor agrees and does hereby grant to the Lessee and its successors, assigns, successors-in-title, invitees, employees, and sublessees, a non-exclusive easement on, over, across, and through the portion of the Campus, as depicted on Exhibit B attached hereto and made a part hereof by this reference, for all forms of pedestrian and vehicular ingress, egress, and access between the Property and the public streets and roadways abutting the Campus in accordance with a traffic control plan approved by the Lessor. Such non-exclusive easement herein granted shall expire automatically on the Termination Date.

(ii) the Lessor agrees and does hereby grant to the Lessee and its employees and contractors a non-exclusive, temporary easement on, over, across, and through the portion of the Campus, as depicted on Exhibit C, for the construction of connections to all necessary utilities<sup>1</sup>. Such construction easements shall expire automatically upon the earlier to occur of (A) the Termination Date, or (B) the Final Completion of the Project.

(iii) the Lessor agrees and does hereby grant to the Lessee and its employees and contractors a non-exclusive, temporary easement on, over, across, and through the portion of the Campus, as depicted on Exhibit D, for vehicular ingress and egress for construction activities in connection with the Project. Such construction easements shall expire automatically upon the earlier to occur of (A) the Termination Date, or (B) the Final Completion of the Project.

(i) ***Payment of Bills for Construction.*** The Lessee covenants and agrees to pay or cause to be paid, currently as they become due and payable in accordance with the terms of the Construction Documents and the Bond Documents, all bills for labor,

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<sup>1</sup> The Utility Connection Easement was deleted in the 1/13/22 draft. College evaluating whether it should be removed.

materials, insurance, and bonds, and all fees of architects, engineers, contractors, and subcontractors and all other costs and expenses incident to any construction in or on the Premises; provided, however, that the Lessee may, in good faith, in its own name, dispute and contest any such bill, fee, cost, or expense, and in such event, any such item need not be paid until adjudged to be valid. Unless so contested by the Lessee, all such items shall be paid by the Lessee within the time provided by law, and if contested, any such item shall be paid before the issuance of an execution on a final judgment with respect thereto. If requested by the Lessor, the Lessee shall provide the Lessor with copies of each Application for Payment submitted by the General Contractor, each Certificate of Payment issued by the Architect prior to payment thereof, and evidence of payment of each such Application for Payment.

(j) ***All Liens and Rights Are Subordinate to the Lessor.*** Except for the rights of the Trustee and/or another Permitted Leasehold Mortgagee, including, without limitation, their respective rights referenced in Sections 10(b), 12(a), 26, and 34(i) hereof, the Lessee's rights, as well as the rights of anyone else, including, but not limited to, any mortgagee, architect, independent contractor, assignee, sublessee, subcontractor, prime or general contractor, mechanic, laborer, materialman, or other lien or claim holder, shall always be and remain subordinate, inferior, and junior to the Lessor's title, interest, and estate in the Property. The Lessee shall not create or permit to be created or to remain, and shall discharge, any lien, encumbrance, or charge levied on account of any mechanic's, laborer's, or materialman's lien, or any security agreement, conditional bill of sale, title retention agreement, chattel mortgage, or otherwise (a "Lien") that might or does constitute a lien, encumbrance, or charge upon the Premises, or any part thereof, or the income therefrom, having a priority or preference over or ranking on a parity with the estate, rights, or interest of the Lessor in the Premises or any part thereof, or the income therefrom. Nothing in this Ground Lease shall be deemed or construed in any way as constituting the consent or request of the Lessor, express or implied, by inference or otherwise, to the filing of any Lien against the Premises by any contractor, subcontractor, laborer, materialman, architect, engineer, or other Person for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises or any part thereof.

(k) ***Completion of Construction by the Lessor.*** The Lessor acknowledges that the Lessee shall assign to the Trustee all of the Lessee's right, title, interest, and remedies in and to the Construction Documents pursuant to an Assignment of Contracts and Agreements. The Lessee covenants and agrees that in the event (i) the Lessee shall abandon or fail to complete the construction of Improvements undertaken by the Lessee in accordance with all material requirements hereof; (ii) such failure shall not be solely the result of the occurrence of an Event of Default; and (iii) the Trustee shall not elect to complete construction of such Improvements pursuant to the terms of the Assignment of Contracts and Agreements, the Lessor may, at its option (but without any obligation so to do and without prejudice to any other rights the Lessor may have under this Ground Lease) complete the acquisition, construction, furnishing, and equipping of the Project as an expense of the Project and, as nearly as practicable and proper, according to the Plans and Specifications previously approved by the Lessor.

(l) ***Title to the Improvements.*** The title to all Improvements now or hereafter located on the Property including those to be constructed in accordance with the Plans and Specifications and the Construction Documents shall be vested in the Lessee until the Termination Date, at which time all title to and ownership of said Improvements shall automatically and immediately vest (without the necessity of any further action being taken by the Lessee or the Lessor or any instrument being executed and delivered by the Lessee to the Lessor) in the Lessor.

(m) ***Architects, Engineers, Contractors, Specialists and Consultants.*** The Lessee shall require, or cause the Developer or the General Contractor to require, all architects, engineers, contractors, subcontractors, specialists, and consultants engaged in connection with the design, acquisition, construction, furnishing, and equipping of the Project to perform their respective obligations under the terms of the Construction Documents to be licensed in accordance with Utah law and to obtain and maintain for a period of six years after the Substantial Completion of the Project errors and omissions insurance pursuant to Section 17(g) hereof and payment and performance bonds pursuant to Section 10(p) hereof.

(n) ***Permits, Laws and Ordinances.*** The Lessee shall as a construction expense, comply and cause its contractors and subcontractors to comply in all material respects with all building codes, ordinances, rules, regulations, orders, directives, and statutes of all Governmental Authorities that may now or hereafter, from time to time, be established and that are or shall be applicable to the Lessee as they relate to the Project, including without limitation, the Americans With Disabilities Act of 1990, and shall take, as otherwise provided herein, all action necessary to cause the Project to comply in all material respects with all provisions of the Construction Documents, the Loan Agreement, and this Ground Lease applicable to the Lessee.

(o) ***Construction Site.*** The Lessee shall confine its operations to the Property and shall not store any material or equipment on property of the Lessor outside the boundaries of the Property, except as approved in writing and subject to such conditions as may be specified and approved by the Lessor. The Lessee shall protect all work and shall at all times keep and cause its contractors to keep the construction site reasonably clean and free from waste materials and rubbish.

(p) ***Payment and Performance Bonds.*** The Lessee shall provide or cause to be provided to the Lessor payment and performance bonds for the Project in a form and from a surety approved by the Lessor, in accordance with the Construction Documents, to include requiring the contractor and appropriate subcontractors to provide payment and performance bonds. The bonds shall be dual obligee surety bonds payable in favor of the Trustee, as primary obligee, and in favor of the Lessee and the Lessor as additional obligees.

(q) ***Reports and Information.*** The Lessee shall provide the Lessor with copies of all material documents and correspondence provided to or generated by the Lessee in connection with the performance of the Construction Documents including those related to the satisfaction of the items in the Schedule of Performance and shall provide the Lessor

with monthly progress reports in a form reasonably satisfactory to the Lessor demonstrating compliance with the construction requirements of the Plans and Specifications and the Construction Documents and this Ground Lease for the previous month. In addition, the Schedule of Performance must be updated at least monthly to assure the Lessor that construction of the Project will be complete in sufficient time to allow for occupancy thereof on or before [August 1, 2023] (the "Substantial Completion Date"). The Lessee shall deliver or cause to be delivered to the Lessor copies of all soil reports, surveys, hazardous wastes or toxic materials reports, feasibility studies, and other similar written materials prepared for the Lessee pursuant to the Construction Documents or the Bond Documents with respect to the Property or the Project within 10 days after receipt by the Lessee.

(r) ***Substantial Completion of Improvements.*** The Lessee agrees that Substantial Completion of the Improvements, in accordance with the Plans and Specifications, for occupancy by Eligible Residents shall occur on or before the Substantial Completion Date, and thereafter the Lessee shall promptly and with diligence complete any remaining construction and furnishing of the Improvements in accordance with all provisions of the Plans and Specifications and this Ground Lease.

(s) ***Final Completion of Improvements.*** The Lessee shall, to the extent such work is not already completed, promptly and with diligence (and in any event not later than 60 days following Substantial Completion) complete the remaining grading, landscaping, debris removal, and removal of surplus building material from the Premises. All rubbish shall be removed within 30 days. The Lessee shall also promptly and with diligence (and in any event not later than 60 days following Substantial Completion) achieve Final Completion. During such 60-day period, the Lessee shall perform all work in a manner that does not interfere with or disturb the residents occupying the Project. The Lessee shall keep the Lessor regularly informed and updated (but in no event less frequently than on a weekly basis) regarding the status of all work, and shall coordinate with the Lessor in connection with the Final Completion thereof. As soon as practicable (however, in no event to exceed four calendar months) after the Substantial Completion of the Project, the Lessee shall furnish to the Lessor:

(i) one complete set of final "as-built" plans and specifications of the completed Improvements in auto-CAD format;

(ii) a current, accurate, properly labeled, and certified (by the hereafter stated surveyor or engineer), "as built" plat of survey prepared by a Utah registered land surveyor or professional engineer depicting to scale the location of the completed Improvements, as the same have been constructed; and

(iii) one complete set of operations and maintenance manuals for all systems, equipment, furniture, and fixtures.

(t) ***Failure To Provide Project on Schedule.*** If the Lessee shall not deliver the number of student rooms contemplated in the Construction Documents for the Project in accordance with the Schedule of Performance, the Lessee shall be responsible for

procuring, coordinating, managing and paying the incremental costs of providing housing for students who shall have executed Occupancy Agreements to occupy residential units within the Project, but who shall not be permitted to occupy such units on or before the Substantial Completion Date (collectively, the "Affected Residents" and each, an "Affected Resident"). Incremental costs means the sum of:

- (i) the cost of alternative housing for each Affected Student within a radius of no greater than 10 miles from the Campus of the quality at least equivalent to a limited service hotel, with comparable kitchen facilities;
- (ii) the cost of reasonable transportation for each Affected Student between the alternative housing and the Campus;
- (iii) the cost of any necessary and reasonable storage facilities for possessions of each Affected Resident;
- (iv) any necessary and reasonable moving services for each Affected Resident from such housing to the Campus; and
- (v) to the extent that Affected Residents shall not have purchased or procured any meal plan from the Lessor and the temporary housing shall not contain reasonably equivalent kitchen facilities to those to be contained in their respective units, a reasonable meal allowance for such Affected Residents not to exceed \$50 per day, which amount shall be paid to the Affected Residents on a monthly basis; or
- (vi) as an alternative to (i) through (iv), and at the election of the Affected Students, a daily amount equal to their daily rent under their respective lease, sublease, license, rental, or other similar agreement, which amount shall be paid to the Affected Residents on a monthly basis.

In the event that student rooms shall not be delivered for occupancy on time as described above, the Lessor and the Lessee shall nevertheless proceed with the execution of Occupancy Agreements with the intent that revenues therefrom will be paid by Affected Students and then paid to the Trustee for the Bonds under the provisions of the Loan Agreement as if the Project had been completed on time and with the Lessee providing payment of the actual costs of alternative housing and transportation as described above.

(u) ***Construction Meetings and Reporting.*** The Lessor's Representative shall be included on all distributed communications relating to the construction of the Project and Substantial Completion thereof, including without limitation, a monthly update regarding any changes in costs, changes in Plans and Specifications, requests, Change Orders, submittals, and the punch list. The Lessee shall conduct construction meetings no less frequently than weekly (and shall provide the Lessor's Representative with reasonable opportunity to attend and participate in such meetings) and shall hold additional construction meetings if reasonably requested by the Lessor, and shall provide frequent and regular updates (but in no event less frequently than monthly) to the Lessor regarding the status of construction milestones, anticipated date of Substantial Completion, any

anticipated delays in timely achieving Substantial Completion, and any efforts being implemented by the Lessee to avoid or mitigate any such delays. The Lessor shall have the opportunity to attend the punch list walk. The Lessee's onsite construction professionals and the Lessee's representatives shall work cooperatively to ensure that the Lessor is kept apprised of the progress of construction of the Project.

## **Section 11. Operation of the Project.**

(a) ***Lessee's Obligation To Operate.*** Upon completion of construction of the Project, the Lessee shall operate the same as a student housing facility to serve Eligible Residents and shall enter into the Management Agreement.

(b) ***Management of Improvements.*** The Lessee shall not amend, modify, cancel, or renew the Management Agreement or enter into any other management agreement relating to the Project without the Lessor's consent, which consent shall not be unreasonably withheld.

(c) ***Lessor's Commitment.*** It is the intention of the Parties that if the Lessor sponsors or builds additional student housing projects, those projects will be treated at all times as part of the Lessor's student housing program on an equal basis with the Project, whether or not the Project or any part thereof shall be owned and/or operated by the Lessor.

## **Section 12. Security Interest.**

(a) ***Pledge, Assignment, and Grant of Security.*** As security for the Lessee's performance of its obligations hereunder and subject to the rights of the Trustee, the Lessee hereby assigns and pledges to the Lessor, and hereby grants to the Lessor a security interest in, all of the Lessee's right, title, and interest in and to the Assigned Agreements, including, without limitation: (i) all rights of the Lessee to receive moneys due and to become due under or pursuant to the Assigned Agreements; (ii) all rights of the Lessee to receive proceeds of any insurance, indemnity, warranty, or guaranty with respect to the Assigned Agreements; (iii) claims of the Lessee for damages arising out of or for breach of or default under the Assigned Agreements; and (iv) the right of the Lessee to terminate the Assigned Agreements, to perform thereunder, and to compel performance and otherwise exercise all remedies thereunder. The Lessor acknowledges that, pursuant to the Assignment of Contracts and Agreements, the Lessee will grant to the Trustee security interests in various items of collateral including, but not limited to, the Assigned Agreements and certain rights and remedies with respect thereto (collectively, the "Trustee Security Interests"). Any and all security interests granted to the Lessor by the Lessee pursuant to this Ground Lease (including, but not limited to, the security interest granted in this Section) shall be subject to the provisions of Section 35(i) hereof and subordinate in all respects to the Trustee Security Interests and the interest of any Permitted Leasehold Mortgagee including, without limitation, the Trustee.

(b) ***Further Action and Documents.*** The Lessee agrees that from time to time, at the expense of the Lessee, the Lessee will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable,

or that the Lessor may reasonably request, in order to perfect and protect any pledge, assignment, or security interest granted or purported to be granted hereby or to enable the Lessor to exercise and enforce its rights and remedies hereunder with respect to any Assigned Agreements.

(c) ***Financing Statements.*** The Lessee hereby authorizes the Lessor to file one or more financing and/or continuation statements, and amendments thereto, relating to all or any part of the Assigned Agreements without the signature of the Lessee where permitted by law. A photocopy or other reproduction of any financing statement covering the Assigned Agreements or any part thereof shall be sufficient as a financing statement where permitted by law.

(d) ***Lessor Appointed Attorney-in-Fact.*** The Lessee hereby irrevocably appoints the Lessor the Lessee's attorney in fact, with full authority in the place and stead of the Lessee and in the name of the Lessee or otherwise, if an Event of Default shall have occurred and be continuing, to take any action and to execute any instrument that the Lessor may deem necessary or advisable to accomplish the purposes of this Agreement, subject in all cases to the rights of the Trustee, including, without limitation:

(i) to obtain insurance required to be paid to the Lessor pursuant to Section 17 hereof in the event the Lessee shall fail to obtain such insurance;

(ii) to ask, demand, collect, sue for, recover, compromise, receive, and give acquittance and receipts for moneys due and to become due under or in connection with the Assigned Agreements; and

(iii) to file any claims or take any action or institute any proceedings that the Lessor may deem necessary or desirable to enforce compliance with the terms and conditions of any Assigned Agreement or the rights of the Lessor with respect to any of the Assigned Agreements.

(e) ***Lessor May Perform.*** If the Lessee shall fail to perform any agreement contained herein, the Lessor may itself perform, or cause performance of, such agreement, and the reasonable expenses of the Lessor incurred in connection therewith shall be payable by the Lessee to the Lessor within 35 days after demand therefor by the Lessor.

(f) ***Lessor's Duties.*** The powers conferred on the Lessor hereunder are solely to protect its interest in the Assigned Agreements and shall not impose any duty upon it to exercise any such powers. The Lessor shall have no duty to take any necessary steps to preserve rights against prior parties or any other rights pertaining to any Assigned Agreements.

### **Section 13. Assignment of Lease.**

(a) ***Written Consent.*** Except as otherwise provided in this Ground Lease (including, without limitation, Section 26 hereof), the Lessee, and its successors and assigns, shall not have the right to assign or transfer this Ground Lease or any interest herein or any right or privilege appurtenant hereto or to sublease the Premises or any

portion thereof, unless the written consent of the Lessor shall first be had and obtained, which consent shall not be unreasonably withheld. Any assignment or transfer for which consent is required but which is nevertheless made without such written consent shall be void ab initio.

(b) ***Occupancy Agreements.*** Any other provisions hereof to the contrary notwithstanding, the Lessee, and its successors and assigns, shall, without the consent or approval of the Lessor, have the right, in the ordinary course of business, to enter into Occupancy Agreements in a form approved by the Lessor in accordance with the criteria set forth in the Management Agreement.

(c) ***Assignment to Permitted Leasehold Mortgagee.*** Any other provisions hereof to the contrary notwithstanding, the Lessee, and its successors and assigns, shall have the right without the consent or approval of the Lessor to assign or transfer its leasehold estate created by this Ground Lease or any interest herein or any right or privilege appurtenant hereto that the Lessee desires to assign or transfer to a Permitted Leasehold Mortgagee. The Lessor agrees to recognize any assignee or transferee of an assignment or transfer for which the Lessor's consent shall not be required as lessee for the performance of all duties and obligations arising by reason of the interest hereof being so assigned or transferred; provided, however, it is hereby agreed and acknowledged by the Lessor and the Lessee that the Lessee, its successors and assigns, shall not be relieved of its liability for the performance of such duties or obligations by any such assignment or transfer.

**Section 14. Maintenance of Property.** The Lessee shall, at all times during the Term, at the Lessee's sole cost and expense, keep and maintain the Premises and all adjoining areas out to the perimeter pavement, and appurtenances and every part thereof, and any and all buildings, other structures or Improvements that may exist on, in, or be made a part of the Premises, in good order and condition, ordinary wear and tear excepted, and make all necessary repairs thereto, interior and exterior, structural and nonstructural, ordinary and extraordinary, and foreseen and unforeseen. In the event the Lessee shall fail to perform any of its obligations as required hereunder, after notice and right to cure pursuant to the terms and provisions of Section 24(a) hereof, the Lessor may (but shall not be required to) perform and satisfy same, and the Lessee hereby agrees to reimburse the Lessor for the reasonable cost thereof promptly upon demand. The Parties agree that it shall be the Lessee's sole responsibility at all times during the Term to maintain the Premises consistent with the maintenance standards for the other premises located on the Campus. All required maintenance and repair during the Term shall be complete when the Premises shall be surrendered to the Lessor.

### **Section 15. [Reserved].**

**Section 16. Indemnification Agreement.** The Lessee hereby releases and agrees to indemnify and hold harmless the Lessor and all of its trustees, officers, employees, directors, agents, and consultants (hereinafter collectively referred to as the "Indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and reasonable attorneys' fees to the extent due to any negligent act or omission on the part of the Lessee, its agents, employees, or others (other than the agents and employees of the Lessor, if any) working

at the direction of the Lessee or on its behalf, or due to the application of any pertinent federal, State, or local law, rule, or regulation or the violation of by the Lessee, its agents, employees, or others (other than the agents and employees of the Lessor, if any) working at the direction of the Lessee of any such federal, State, or local law, rule, or regulation. This indemnification extends to the successors and assigns of the Lessee, and this indemnification survives the expiration or termination of this Ground Lease and the dissolution or, to the extent allowed by law, the bankruptcy of the Lessee. This indemnification does not extend beyond the scope of this Ground Lease and the Construction Documents and the work undertaken thereunder.

**Section 17. Insurance.** [Under review by the Insurance Consultant.]

(a) **General.** It is the intent of the Parties that all risk of loss relating to the Project be shifted to insurance to the maximum extent practicable. Accordingly, unless the Lessor shall otherwise agree in its sole discretion, the Lessee shall maintain, or cause to be maintained, insurance covering the risks enumerated below subject to the additional requirements set forth in the Bond Documents which, if such requirements include additional insurance coverage, shall govern any inconsistency herewith. Such insurance shall be written on an occurrence basis unless the Lessor shall otherwise consent in writing, which consent shall not be unreasonably withheld or delayed, but for errors and omissions insurance issued on a claims-made basis, the Lessor may condition such consent on the purchase of a five-year tail policy with such limits as the Lessor may reasonably determine appropriate. The policy shall provide that such insurance shall be primary coverage without reduction or right of offset or contribution on account of any insurance provided by the Lessor to itself or its officers, officials, or employees, that such insurance shall not be altered or cancelled without 30 days' written notice to the Lessor and that, with respect to the insurance described in Sections 17(a), (c), (e), (f) and (h), such insurance shall contain an endorsement that names the Lessor as an additional insured. The insurance policies purchased by the Lessee must be issued by a company authorized to conduct business in the State or by a company acceptable to the Lessor and that has a Best Policyholders Rating of "A-" or better and with a financial size rating of Class VIII or larger. Notwithstanding anything else herein contained, the rights of the Lessor to any insurance policies covering the Premises or the Project (or any portion thereof) and any and all proceeds paid or payable thereunder shall be in all respects junior and subordinate to the rights of the Trustee under the Bond Documents and any other Permitted Leasehold Mortgage.

(b) **Workers' Compensation, Employer's Liability.** Commencing on the date the first employee of the Lessee is hired, workers' compensation coverage or other similar coverage covering all of the Lessee's employees on the Premises, as required by the laws of the State, including, with respect to workers' compensation insurance, Coverage B-Employer's liability limits of: bodily injury by accident - \$500,000 each accident; and bodily injury by disease - \$500,000 each employee (and, in this regard, the Lessee shall require all subcontractors performing work on the Project to provide an insurance certificate showing proof of workers' compensation insurance).

(c) ***Property/Business Interruption.*** The Lessee shall maintain, or cause its contractors to maintain:

(i) during the construction period for the Project, All Risk and Builder's Risk - Completed Value Form Property Insurance insuring all buildings, structures, boilers, equipment, facilities, fixtures, supplies, and other property constituting the Project on an "all risk of loss or damage basis," currently referred to as "special form," including coverage for soft costs (in an amount equal to or greater than the anticipated excess debt coverage anticipated for the first full year of operations) and lost rents (in an amount equal to or greater than the anticipated net rental revenue for the first full year of operations) due to damage and destruction prior to completion, including perils of theft, vandalism, malicious mischief, transit, materials stored off site, collapse, falsework, temporary buildings, debris removal, testing, and damage resulting from defective design, workmanship or material, fire, lightning, earth movement, (including, but not limited to, earthquake, landslide, subsidence, and volcanic eruption), flood, windstorm (including tornados), hail, collapse, boiler and machinery accidents, strikes, riot, civil commotion, sabotage, and all other risks covered by the extended coverage endorsement then in use in the State to the full replacement cost of the Project with a deductible provision not to exceed \$25,000 per occurrence, except in the event of a named windstorm, earthquake, or flood in which case the deductible shall not exceed 3% of the value at risk, but shall in any case be a minimum of \$100,000; and

(ii) from and after Substantial Completion of the Project, insurance upon the repair or replacement basis in an amount of not less than 100% of the then actual cost of replacement (excluding costs of replacing excavations and foundations, but without deduction for depreciation) thereof (with deductible provisions not to exceed \$25,000 per occurrence, except in the event of a named windstorm or flood in which case the deductible shall not exceed 3% of the value at risk, but shall in any case be a minimum of \$100,000) against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, and smoke and such other risks as are now or hereafter included in the uniform standard extended coverage endorsement in common use for similar structures (including vandalism and malicious mischief); and

(iii) from and after Substantial Completion of the Project, business interruption insurance (also referred to as "business income" or "loss of rents" insurance) covering loss of revenues and other income by the Lessee by reason of total or partial suspension of, or interruption in, the operation thereof caused by covered damage to or destruction of the Project in an amount not less than the Maximum Annual Debt Service on the Bonds plus 12 months' budgeted operating expenses minus those operating expenses avoided as a result of and during the period of interruption.

(d) ***Fidelity Bonds.*** From and after Substantial Completion of the Project, the Lessee shall maintain fidelity bonds or employee dishonesty insurance in the amount of

\$100,000 for all officers, agents, and employees of the Lessee with the responsibility of handling any revenues generated from the operation thereof.

(e) ***Public Liability.*** The Lessee shall maintain, or cause to be maintained comprehensive general liability insurance providing insurance (with deductible provisions not to exceed \$25,000 per occurrence) covering all claims for bodily injury and property damage, including not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, to include personal and advertising injury, general aggregate, products and completed operations aggregate insurance beginning at the completion of any discrete portion of the Project. Coverage shall be specific for this Project or, upon approval of the Lessor, covered under umbrella or pooled policies. The policy or policies must be on an “occurrence” basis unless waived by the Lessor and shall include contractual liability coverage

(f) ***Automobile.*** Commencing on the date any vehicle is acquired or hired by the Lessee for use with respect to the Project, automobile liability insurance providing insurance (with deductible provisions not to exceed \$25,000 per occurrence) to the extent of not less than a combined single limit of \$1,000,000 per accident covering liability arising out of the use of any Lessee-owned vehicle or such vehicles used in conjunction with the Project, whether owned, non-owned, or hired, and including personal injury protection and uninsured motorist protection in the minimum statutory limits where required by law.

(g) ***Errors and Omissions.*** The Lessee shall cause to be obtained and maintained Professional Errors and Omissions Insurance covering all architects, engineers, specialists, and consultants in an amount and with coverage subject to the reasonable approval of the Lessor. Coverages shall be specific for this project and not aggregated with insurance for other undertakings of the insureds.

(h) ***Umbrella.*** The Lessee shall obtain and maintain an additional umbrella or excess liability coverage in an amount of \$10,000,000 in the aggregate, which shall include all insured coverages required by Sections 17(b), (e) and (f).

(i) ***Loss Payable Clauses.*** The contracts of insurance required by this Section shall contain standard loss payable clauses in favor of any Permitted Leasehold Mortgagee, the Lessor, and the Lessee as their respective interests may appear.

(j) ***Delivery of Insurance Certificates.*** Upon the commencement hereof and at each policy renewal date, the Lessee shall furnish to the Lessor at the address set forth in Section 28 hereof an insurance certificate or renewal certificate evidencing all insurance required to be carried by the Lessee in accordance with this Ground Lease, listing the Lessor as the certificate holder and as an additional insured. The insurance certificate must document that the liability insurance coverage purchased by the Lessee includes contractual liability coverage to insure the indemnity agreement as stated.

(k) ***Evidence of Payment of Premiums.*** The Lessee shall, within 20 days of payment, furnish to the Lessor duplicate receipts or satisfactory evidence of the payment

of all premiums on any and all insurance required to be carried by the Lessee in accordance with this Ground Lease.

(l) ***Retail Space.*** The Project includes an approximately [900] square foot retail area (the "Retail Space") that is to be dedicated to the College, for which the College shall pay rent equal to the amount agreed to in the Annual Budget. The Retail Space shall be constructed as part of the initial construction of the Project and, with the exception of any equipment or machinery installed in the area, shall be maintained as a common area of the Project. The College shall require that any vendor or operator that is used for the Retail Space provide adequate insurance, as required by this Ground Lease.

**Section 18. Police Services.** The Premises shall be subject, at all times during the Term, to the jurisdiction of the Lessor's Campus security force, the cost of which will be paid in accordance with the Cooperation Agreement.

### **Section 19. Damage and Destruction.**

(a) ***Repair of Damaged Improvements.*** Should any building or other structures or Improvements constructed and located by the Lessee on or within the Property be damaged or destroyed by fire or any other casualty whatsoever during the Term, the Lessee, except as hereafter provided in this subsection, shall, within 180 days from the date of such damage or destruction, commence the work of repair, reconstruction, restoration, or replacement and shall prosecute the same with all reasonable dispatch, such buildings, other structures, or Improvements shall have been repaired, reconstructed, or restored as nearly as practicable to the same condition as prior to such damage or destruction. Anything in this Ground Lease to the contrary notwithstanding, the period of time within which the Lessee shall be hereinabove obligated to complete the repair, reconstruction, restoration, or replacement of any buildings or other structures or Improvements so damaged or destroyed shall be extended for the period of any delay in said completion not within the reasonable control of the Lessee. The Lessor and the Lessee specifically agree that, except as otherwise provided in this Ground Lease, damage to or destruction of any building or other structures or Improvements on or within the Property at any time during the Term, by fire or any other casualty whatsoever, shall not work a termination hereof or authorize the Lessee or those claiming by, through or under the Lessee to quit or surrender possession of the Property or any part thereof, and shall not release the Lessee in any way from its liability to pay the Lessor the Rent herein provided for, or from any of the provisions hereof. However, if any building or other structures or Improvements constructed and located by the Lessee on or within the Property shall be damaged or destroyed at any time after payment in full of any debt secured by the Lessee's interest under this Ground Lease, the Lessee shall be relieved of any obligation to repair, reconstruct, restore, or replace the said damaged or destroyed buildings, other structures or Improvements upon payment by the Lessee to the Lessor, in a single total payment, of the net proceeds received by the Lessee from the insurance company or companies insuring the same. The Lessee shall also be relieved of any such obligation in the event a Permitted Leasehold Mortgagee shall elect to apply insurance proceeds to the reduction of the Lessee's outstanding indebtedness as permitted pursuant to Section 19(c). The release of the Lessee from the Lessee's obligation to repair, reconstruct, restore, or replace the said

damaged or destroyed building or other structures or Improvements shall be conditioned, in addition to the payment by the Lessee of the sums herein enumerated, upon delivery by the Lessee to the Lessor of an instrument releasing, demising, conveying, and transferring to the Lessor all of the Lessee's rights, title, and interest in and to the Premises. Notwithstanding the above, the Parties recognize that the Loan Agreement contains provisions governing the actions of the Lessee upon damage or destruction of all or part of the Premises and agree that so long as the Loan Agreement shall be in effect, (i) the compliance by the Lessee with the provisions thereof regarding damage or destruction shall constitute compliance by the Lessee hereunder; and (ii) this Ground Lease shall be interpreted in a manner consistent with the provisions of the Loan Agreement.

(b) ***Damages for Failure To Comply with Repair Obligation.*** Subject and subordinate to the rights of the Permitted Leasehold Mortgagees, if the repair, reconstruction, restoration, or replacement of damaged or destroyed buildings, other structures or Improvements is not substantially completed in accordance with paragraph (a) hereof within a reasonable time after the date of such damage or destruction (if such completion date is prior to the end of the Term and if the Lessee is under the affirmative requirement of such paragraph (a) to commence the repair, reconstruction, restoration, or replacement), the Lessor may terminate this Ground Lease immediately upon written notice thereof to the Lessee and, in such event, the Lessor shall receive the proceeds of all insurance obtained in accordance with Section 17 hereof to the extent such proceeds shall not have been expended on or committed to such repairs.

(c) ***Use of Proceeds of Insurance.*** Except as otherwise provided herein or in the Bond Documents, the proceeds of all insurance obtained in accordance with Section 17 hereof shall be used for the repair, reconstruction, restoration, or replacement of any building or other structure or Improvement located on or within the Property unless the Lessee shall be relieved of the Lessee's obligation to so repair, reconstruct, restore, or replace such damaged or destroyed building or other structure or Improvement pursuant to Section 19(a). Except as set forth in the Loan Agreement, the proceeds of such insurance shall be deposited in an account held by the Trustee under the Indenture. Notwithstanding anything to the contrary contained herein, a Permitted Leasehold Mortgagee shall have the right to apply insurance proceeds to any outstanding indebtedness owed to it by the Lessee and secured by a Permitted Leasehold Mortgage if there shall exist any default by the Lessee in the performance of any of the terms or provisions of such Permitted Leasehold Mortgage on the Lessee's part to be performed.

(d) ***Termination Prior to Completion of Repair.*** Subject and subordinate to the rights of the Permitted Leasehold Mortgagees, in the event of the termination hereof before the expenditure of the full amount of such insurance proceeds in the repair, reconstruction, restoration, or replacement of such damaged or destroyed buildings, other structures or Improvements, any unexpended balance thereof, including any interest previously earned by such balance, shall inure to and become the sole property of the Lessor.

(e) ***Subordination to Bond Documents.*** Notwithstanding anything else herein contained, the provisions of the Bond Documents shall control in all respects the receipt,

handling, and application of any and all insurance proceeds, it being acknowledged and agreed that the Trustee and any other Permitted Leasehold Mortgagee, as their respective interests may appear, shall have a first and prior security interest therein.

## **Section 20. Condemnation.**

(a) ***General.*** The term "condemnation" as used in this Ground Lease means the taking or appropriation of property, or any interest therein, in exercise of the power or right of eminent domain or such taking for public or quasi-public use or any state of facts relating to the taking or appropriation of property that, without an actual taking or appropriation, shall result in direct or consequential damages to the Project or to the Property or the leasehold interest therein. Such term shall also be deemed to include to the extent not otherwise defined in this paragraph, a temporary taking of the Property and/or the Project or any part thereof or the Improvements thereon for a period of one year or more, and the taking of the leasehold interest created therein.

(b) ***Total Condemnation.*** If all of the Project and the Property (or such substantial portion thereof as shall, in the Lessor's sole discretion, make it economically unfeasible to continue to operate the remaining portion for the purpose herein) on which the Project is located shall be condemned, this Ground Lease shall terminate with respect to the Project on the date title to such Property shall vest in the condemnor; provided, however, that such termination shall be without prejudice to the rights of the Lessor to recover just and adequate compensation from any such condemnor. If this Ground Lease shall be terminated as provided in this subsection, the Lessee shall pay the Rent for the year in which such Property shall have been taken, up to the date of such termination. The Rent shall be payable within 60 days after the date this Ground Lease shall be terminated.

(c) ***Division of Award - Total Condemnation.*** Subject to the controlling provisions of the Bond Documents, if all of the Project and the Property on which the Project is located shall be condemned as provided in paragraph (b) above, the condemnation proceeds shall be paid as follows:

(i) the Lessee first shall be entitled to receive such portion of the condemnation proceeds as shall equal the principal balance of all indebtedness relating thereto secured by any Permitted Leasehold Mortgage then in effect, plus any premium payable upon the prepayment or redemption of such indebtedness, plus all interest accrued or to accrue on such sums through the date of payment or redemption of such indebtedness, plus any other expenses incurred by the Lessee in connection with the condemnation not paid from the Operating Account which shall be directly paid to the such Permitted Leasehold Mortgagee; and

(ii) the Lessor shall then be entitled to receive the balance of the condemnation proceeds.

(d) ***Partial Condemnation.*** In the event of a taking of less than all of the Project and the Property on which the Project is located as provided in paragraph (b) above, this Ground Lease shall terminate as to the condemned portion of the Property on the date title

to the condemned portion of the Property shall vest in the condemnor; provided, however, that such termination shall be without prejudice to the rights of the Lessor to recover just and adequate compensation from any such condemnor. The provisions hereof shall remain in full force and effect as to the portion of the Property not condemned.

(e) ***Division of Award - Partial Condemnation.*** Subject to the controlling provisions of the Bond Documents, if less than all of the Project and the Property on which the Project is located shall be condemned as provided in paragraph (d) above, the condemnation proceeds shall be paid as follows:

- (i) the Lessee first shall be entitled to receive such portion of the condemnation proceeds as shall equal the principal balance of all indebtedness relating to the Project and secured by any Permitted Leasehold Mortgage then in effect, plus any premium payable upon the prepayment or redemption of such indebtedness, plus all interest accrued or to accrue on such sums through the date of payment or redemption of such indebtedness, plus any other expenses incurred by the Lessee in connection with the condemnation not paid from the Operating Account which shall be directly paid to such Permitted Leasehold Mortgagee; and
- (ii) the Lessor shall then be entitled to receive the balance of the Condemnation Proceeds.

## **Section 21. Estopel Certificates.**

(a) The Lessor and the Lessee shall execute, acknowledge, and deliver to the other promptly upon request, in a form reasonably satisfactory to the requesting party, a certificate certifying as to the following:

- (i) Validity of Lease: that this Ground Lease is unmodified and in full force and effect (or, if there have been modifications, that this Ground Lease is in full force and effect, as modified, and stating the modifications);
- (ii) Payment of Rent: the dates through which the Rent under this Ground Lease shall have been paid;
- (iii) Amount of Rent Due: the amount of any Rent then payable; and
- (iv) Defaults by the Lessee: that no notice has been given by the Lessor to the Lessee of any failure to comply under this Ground Lease that has not been cured and to the best of its knowledge and belief no Event of Default exists (or, if there has been any notice given or an Event of Default exists, describing the same).

(b) Certificates from the Lessor and the Lessee pertaining to the same matters may be relied upon by any prospective Permitted Leasehold Mortgagee or by any prospective assignee of an interest under this Ground Lease or by any prospective sublessee as to all or any portion of the Property.

**Section 22. Access to Premises.** The Lessor and its authorized representatives, agents, employees, and attorneys may, but shall be under no duty to, enter the Premises at reasonable times and hours, subject to the rights of tenants in possession, if any, to inspect the Property in order to determine whether the Lessee is complying with its undertakings, duties, and obligations under this Ground Lease, to make such necessary repairs, additions, improvements, changes, or alterations to the Premises as the Lessor may elect to make in accordance with the terms and provisions hereof (the Lessor agreeing to provide five Business Days' prior written notice of its intent to make such necessary repairs, additions, improvements, changes, or alterations to the Premises, except in the case of an emergency where no such prior notice shall be required), and to exhibit the same to prospective purchasers, operators, mortgagees, or tenants of the Premises. Such entry, inspection and repairs, additions, improvements, changes, or alterations as the Lessor may make of the Premises shall not constitute an eviction of the Lessee in whole or in part, and the Rent shall in no way abate by reason of loss or interruption of the business of the Lessee or otherwise while such work is being done. The Lessor agrees to employ its reasonable efforts to minimize any interruption to the business operations of the Lessee resulting from the Lessor's (or its designated representatives') work in or on the Premises. Nothing herein contained, however, shall be deemed or construed to impose upon the Lessor any obligation or liability whatsoever for care, supervision, repair, improvement, additions, change, or alteration to the Premises other than as herein expressly provided. Further, nothing in this Section shall be construed to permit the Lessor to make any material changes, improvements, and/or alterations to the Premises, including, without limitation, any demolition or removal thereof if such action would violate any restrictions imposed upon the Lessee with respect to the same under any Bond Document.

**Section 23. Property Subject to Zoning.** The Lessee takes the Property subject to all zoning regulations and ordinances now or hereafter in force including, but not limited to, those as to building line and setback.

**Section 24. Events of Default and Remedies.**

(a) ***Events of Default Defined.*** The following shall be "Events of Default" under this Ground Lease, and the term "Event of Default" means, whenever it is used herein, any one or more of the following events:

(i) The Lessee shall fail to pay the Rent at the times specified herein.

(ii) The Lessee shall fail to perform or cause to be performed any other term, covenant, condition, or provision hereof, other than as referred to in paragraph (i) above and to correct such failure within 30 days after written notice specifying such shall have been given to the Lessee by the Lessor. In the case of any such failure that cannot with due diligence be corrected within such 30-day period, but can be wholly corrected within a period of time not materially detrimental to the rights of the Lessor, it shall not constitute an Event of Default if corrective action shall be instituted by the Lessee within the applicable period and diligently pursued until the failure shall be corrected in accordance with and subject to any reasonable directions or limitations of time established in writing by the Lessor.

(iii) The Lessee shall be adjudicated a bankrupt.

(iv) A permanent receiver shall be appointed for the Lessee's interest in the Premises and such receiver shall not be removed within 90 days after notice from the Lessor to the Lessee to obtain such removal.

(v) The Lessee shall voluntarily take advantage of any debtor relief proceedings under any present or future law whereby the Rent or any part thereof shall be reduced or payment thereof deferred or shall become subject to any such involuntary proceedings and said involuntary proceedings shall not be dismissed within 90 days after notice from the Lessor to the Lessee to obtain such dismissal.

(vi) The Lessee shall make a general assignment for benefit of creditors.

(vii) Any of the Lessee's interest in the Premises under this Ground Lease shall be levied upon or attached under process against the Lessee, and the same shall not be satisfied or dissolved within 90 days after notice from the Lessor to the Lessee to obtain satisfaction or dissolution thereof.

(b) **Remedies.** Subject to the provisions of Section 26 and 34(i) hereof, upon the occurrence of an Event of Default, the Lessor may pursue one of the following remedies:

(i) terminate this Ground Lease immediately upon written notice thereof to the Lessee, and thereafter, without legal process, enter upon and take possession and control of the Premises to the complete exclusion of the Lessee. The Lessor may also demand, collect, and retain all rents due from tenants occupying the Premises, and the Lessor may otherwise treat and occupy the Premises as if this Ground Lease had expired of its own limitation. The failure of the Lessor to exercise such rights after one or more Events of Default shall not be a waiver of the rights of the Lessor upon the occurrence of any subsequent Event of Default; or

(ii) as the Lessee's legal representative, without terminating this Ground Lease, relet the Premises upon obtaining the written consent of each Permitted Leasehold Mortgagee. Such re letting may be accomplished without advertisement and by private negotiations for such term or terms and at such rental or rentals as the Lessor in its sole discretion may deem proper and advisable, with the right to make alterations and repairs to the Premises. Upon each such reletting:

(A) the Lessee shall be immediately liable to pay to the Lessor, in addition to any sums due hereunder, the reasonable cost and expenses of such reletting and of such alterations and repairs incurred by the Lessor; and

(B) subject to applicable law, rents received by the Lessor from such reletting shall be deposited, while the Bonds are outstanding, in the Revenue Fund held under the Indenture or, if the Bonds have been paid in full, applied: First, to the payment of any costs and expenses of such re-

letting and of such alteration and repair; Second, to the payment of Rent due and unpaid under this Ground Lease; and Third, the residue, if any, shall be held by the Lessor, in escrow, and (1) applied to the payment of the Rent as the same shall become due under this Ground Lease; and (2) if any balance shall then remain, paid to the Lessee at the termination hereof. The Lessor shall in no event be liable to the Lessee for any interest on said residue.

## **Section 25. Expiration or Termination.**

(a) ***Extinguishment of the Lessee's Rights.*** Upon the termination or expiration hereof from any cause, all rights and interests of the Lessee, and all persons whomsoever claiming by, through or under the Lessee (with the exception of the rights of Permitted Leasehold Mortgagees and residents under Occupancy Agreements), shall immediately cease and terminate, and the Premises, including all buildings, Improvements, engines, machinery, dynamos, generators, boilers, furnaces, elevators, fire escapes, and all lifting, lighting, heating, cooling, refrigerating, air conditioning, ventilating, gas, electric and plumbing apparatus, appliances and fixtures, as well as other fixtures attached to or within the Premises, and all personal property (other than that which is owned by tenants of the Project) located thereon, shall thence forward constitute and belong to and be the absolute property of the Lessor or the Lessor's successors and assigns, without further act or conveyance, and without liability to make such compensation to the Lessee or to anyone whomsoever, and free and discharged from all and every lien, encumbrance, claim, and charge of any character created or attempted to be created by the Lessee at any time. The Lessee agrees, at the expiration or termination hereof, to surrender unto the Lessor, all and singular the Premises with then existing buildings, other structures and Improvements constructed and located thereon and therein, in the same condition as when the construction of such buildings, other structures, and Improvements was completed, only natural and normal wear and tear excepted, unless the Lessee shall be relieved of the Lessee's obligation to repair, reconstruct, restore, or replace damaged or destroyed buildings, other structures or Improvements pursuant to Section 19(a) hereof.

(b) ***Prepaid Items Assigned.*** Upon the expiration of the Term, or upon the prior termination hereof from any cause, all expense items prepaid by the Lessee with respect to constructing, operating, maintaining, and protecting the Premises, including, but not limited to, prepaid insurance premiums, any tax and utility deposits, shall inure to the benefit of and become the property of the Lessor and to this extent the Lessee does hereby transfer, assign, and convey any such prepaid expense items to the Lessor.

(c) ***Amounts Remaining in Funds and Accounts.*** Upon the expiration of the Term, or upon the prior termination hereof from any cause, and subject, in the event of termination before the end of the Term, to the rights and interest of the Trustee and/or any Permitted Leasehold Mortgagee, any amounts remaining in any fund, account, or reserve created in connection with the maintenance of the Property, or the management of the Project shall inure to the benefit of and become the property of the Lessor, and to this extent, the Lessee does hereby transfer, assign, and convey any such funds to the Lessor.

**Section 26. Mortgaging of the Leasehold.** The Lessee, and every successor and assign of the Lessee, shall have the right in addition to any other rights granted in this Ground Lease to encumber its interest in this Ground Lease with the Lessor's consent, which consent shall not be unreasonably withheld, under any one or more Permitted Leasehold Mortgages, upon the condition that all rights acquired under any such Permitted Leasehold Mortgage shall be subject to each of the provisions set forth in this Ground Lease and to all rights and interests of the Lessor therein. In accordance with the foregoing, the Lessor hereby consents to the Lessee's encumbrance of its interest in this Ground Lease pursuant to the Trustee Mortgage which shall secure the Bonds. The Lessor further consents to any Refinanced Trustee Mortgage. If, from time to time, the Lessee or the Lessee's successors and assigns shall encumber this Ground Lease with a Permitted Leasehold Mortgage, and if the holder thereof shall deliver to the Lessor an executed counterpart of such Permitted Leasehold Mortgage, together with each assignment thereof certified by such holder to be true together with written notice specifying the name and address of such holder and the pertinent recording data with respect to such Permitted Leasehold Mortgage, the Lessor agrees that, anything in this Ground Lease to the contrary notwithstanding, from and after the date of receipt by the Lessor of such notice and for the term (duration) of such Permitted Leasehold Mortgage, the following provisions shall apply:

(a) ***Consent to Amendment.*** There shall be no cancellation, surrender, or modification hereof by the Lessor or the Lessee without the prior written consent of any Permitted Leasehold Mortgagee. Notwithstanding the foregoing (but, in any event, subject to each Permitted Leasehold Mortgagee's curative rights set forth in Sections 26(c) and (d) hereof), nothing herein shall be deemed to prohibit the Lessor from terminating this Ground Lease in accordance with its terms or exercising its option to purchase as provided for in this Ground Lease. Except for a refinancing pursuant to this Section or in connection with the Trustee Mortgage, there shall be no material modification of any Permitted Leasehold Mortgage or related documentation without the Lessor's prior written consent.

(b) ***Notices to Permitted Leasehold Mortgagees.*** The Lessor, upon serving the Lessee with any notice of an Event of Default, failure to comply, or termination, shall simultaneously serve a copy of such notice on all Permitted Leasehold Mortgagees. In the event the Lessor shall serve the Lessee with a notice of a failure to comply with any term, covenant, condition, or provision hereof, each Permitted Leasehold Mortgagee shall then have the same period after service of the notice on it as is given to the Lessee hereunder to remedy or cause to be remedied such failure, and the Lessor shall accept performances by or at the instigation of any Permitted Leasehold Mortgagee as if it had been done by the Lessee. Any notice required to be given to any Permitted Leasehold Mortgagee shall be posted in the United States mail, postage prepaid, certified, return receipt requested (and transmitted by Electronic Means) and addressed to the Permitted Leasehold Mortgagee at the address and to the attention of the person designated to the Lessor by such Permitted Leasehold Mortgagee to receive copies of such notices and shall be deemed to have been served as of the date the said notice is received or refused by such Permitted Leasehold Mortgagee.

(c) ***Curative Rights of Permitted Leasehold Mortgagees.*** In addition to the rights granted to any Permitted Leasehold Mortgagee under Section 26(b), a Permitted Leasehold Mortgagee shall have an additional period of 120 days to remedy or cause to be

remedied any Event of Default of which it shall have received notice; provided, however, in no event shall the Trustee, its successors, assigns, nominee, or any purchaser be required to cure the following Events of Default: (a) any bankruptcy of Lessee; (b) Lessee's insolvency; and (c) the failure of Lessee to provide financial statements or perform other financial covenants contained in this Ground Lease that are personal to Lessee.

(d) ***Limitation Upon Termination Rights of the Lessor.*** If the Lessor shall elect to terminate this Ground Lease upon the occurrence of an Event of Default, each Permitted Leasehold Mortgagee shall also have the right to postpone and extend the Termination Date as fixed by the provisions hereof for a period of not more than six months from the expiration of the 120-day period specified in Section 26(c) hereof; provided that such Permitted Leasehold Mortgagee shall pay the Rent and other charges required to be paid under this Ground Lease during such period; and provided further, that such Permitted Leasehold Mortgagee shall forthwith take steps necessary to acquire the Lessee's interest and estate in this Ground Lease by foreclosure of its Permitted Leasehold Mortgage, or otherwise, and shall prosecute such action to completion with due diligence. If at the end of the six-month period, such Permitted Leasehold Mortgagee shall be taking steps to acquire or sell the Lessee's interest in this Ground Lease, the time for such Permitted Leasehold Mortgagee to comply with the provisions of this subsection shall be extended for such period as shall be reasonably necessary to complete these steps with reasonable diligence and continuity.

(e) ***Assignment.*** The Lessor agrees that in the event of any foreclosure under any Permitted Leasehold Mortgage, either by judicial proceedings or under power of sale contained therein all right, title, and interest encumbered by such Permitted Leasehold Mortgage may, without the consent of the Lessor, be assigned to and vested in the purchaser at such foreclosure sale subject and subordinate, however, to the rights, title, and interests of the Lessor; and, notwithstanding that the Lessor's consent to said assignment shall not have been obtained, any such assignee shall be vested by virtue of such assignment with any and all rights of the party whose estate was encumbered by such Permitted Leasehold Mortgage as though the Lessor had consented thereto.

(f) ***Mortgagee Leases.*** The Lessor agrees that in the event of a termination hereof by reason of the occurrence of any Event of Default, and subject to the rights herein granted to the Permitted Leasehold Mortgagees, a Permitted Leasehold Mortgagee shall have the option, but not the obligation, to enter into a Mortgagee Lease; provided:

(i) Such Permitted Leasehold Mortgagee shall enter into a Mortgagee Lease within the six (6)-month period specified in Section 26(d), or such longer period of time as is necessary for the Leasehold Mortgagee to acquire the Lessee's interest and estate in this Ground Lease by foreclosure of its Leasehold Mortgage, or otherwise.

(ii) Such Permitted Leasehold Mortgagee shall perform and observe all covenants contained in the Mortgagee Lease on the Lessee's part to be performed during such period of time commencing with the date of the execution of the Mortgagee Lease and terminating upon the abandonment or surrender of possession

of the Premises under the said Mortgagee Lease; provided, however, that if an Event of Default occurs that gives the Lessor the right to terminate the Mortgagee Lease, as a condition to the exercise of such right of termination, the Lessor shall either (A) pay to such Permitted Leasehold Mortgagee the outstanding amount payable by the Lessee under the Bond Documents that shall in any event be sufficient to pay the Bonds in full in accordance with the provisions of the Indenture; or (B) assume in writing the Lessee's obligations under the Bond Documents and grant to such Permitted Leasehold Mortgagee a perfected, first priority security interest in the gross revenues generated by the operation of the Project for the purpose of securing such obligations.

(iii) Such Permitted Leasehold Mortgagee, as lessee under the applicable Mortgagee Lease shall have the same right, title and interest in and to the Premises and the right to use the buildings and Improvements thereon as the Lessee had under this Ground Lease.

Notwithstanding anything else contained herein, if (x) an Event of Default occurs that gives the Lessor the right to terminate this Ground Lease; and (y) the Leasehold Mortgagee shall not elect to enter into a Mortgagee Lease, then, as a condition to the Lessor's right to terminate this Ground Lease, the Lessor shall either (1) pay to the Leasehold Mortgagee the outstanding amount payable by the Lessee under the Bond Documents that shall in any event be sufficient to pay the Bonds in full in accordance with the provisions of the Indenture; or (2) assume in writing the Lessee's obligations under the Bond Documents and grant to the Leasehold Mortgagee a perfected, first priority security interest in the gross revenues generated by the operation of the Project for the purpose of securing such obligations.

(g) ***Agreement Between the Lessor and the Permitted Leasehold Mortgagees.*** The Lessor, upon request, shall execute, acknowledge, and deliver to each Permitted Leasehold Mortgagee an agreement, in form reasonably satisfactory to such Permitted Leasehold Mortgagee and the Lessor, by and among the Lessor, the Lessee, and such Permitted Leasehold Mortgagee (provided the same has been previously executed by the Lessee and such Permitted Leasehold Mortgagee) agreeing to all of the provisions of this Section.

(h) ***Limitation on Liability of the Permitted Leasehold Mortgagees.*** Notwithstanding any other provision hereof, the Lessor agrees that any Permitted Leasehold Mortgagee permitted under this Ground Lease shall in no manner or respect whatsoever be (i) liable or responsible for any of the Lessee's obligations or covenants under this Ground Lease (nor shall any rights of such Permitted Leasehold Mortgagee be contingent on the satisfaction of such obligations or covenants); or (ii) required to cure any Event of Default, provided; however, that if such Permitted Leasehold Mortgagee shall become the owner of the Leasehold Estate or shall become the lessee under a Mortgagee Lease, then such Permitted Leasehold Mortgagee shall be responsible and liable for all obligations and covenants accruing during such Permitted Leasehold Mortgagee's tenure as owner of the Leasehold Estate or as lessee under a Mortgagee Lease. Notwithstanding the foregoing, the liability of a Permitted Leasehold Mortgagee with respect to its

obligations under this Ground Lease or any Mortgagee Lease shall be “non-recourse” and, accordingly, the Lessor’s source of satisfaction of such obligations shall be limited to the Net Available Cash Flow and to the Lessee’s interest in the Project, and the Lessor shall not seek to obtain payment through any judicial process or otherwise from any person or entity comprising such Permitted Leasehold Mortgagee or from any assets of such Permitted Leasehold Mortgagee other than the Net Available Cash Flow and the Lessee’s interest in the Project.

(i) **Right to Appear and Participate.** Any Permitted Leasehold Mortgagee shall be given no less than sixty (60) days’ prior written notice of any appraisal, litigation, arbitration, or other dispute resolution proceeding affecting this Ground Lease. Each Permitted Leasehold Mortgagee shall have the right to participate in such proceedings on Lessee’s behalf or exercise any or all of Lessee’s rights in such proceedings. Any settlement shall not be effective without the prior written consent of the Leasehold Mortgagee.

(j) **Bankruptcy.** If either Lessee or Lessor files for bankruptcy protection:

(i) If this Ground Lease is rejected by Lessee or Lessee’s trustee in a bankruptcy proceeding, as between Lessor and any Permitted Leasehold Mortgagee (in order of priority, if there is more than one Permitted Leasehold Mortgagee), such rejection shall be deemed an assignment of the Ground Lease to such Permitted Leasehold Mortgagee unless the Permitted Leasehold Mortgagee shall reject such deemed assignment in a notice sent to Lessor within thirty (30) days after the later to occur of: (i) the rejection or deemed rejection of the Ground Lease by Lessee or Lessee’s trustee; and (ii) the approval of such rejection by the bankruptcy court.

(ii) If this Ground Lease is rejected by Lessor or Lessor’s trustee in a bankruptcy proceeding, this Ground Lease shall not be terminated without the written consent of the Permitted Leasehold Mortgagee. If Lessor or Lessor’s trustee proposes to sell the Property free and clear of the interest of Lessee under this Ground Lease, Lessee and the Permitted Leasehold Mortgagee shall be entitled to notice of any such sale of the Property by Lessor or Lessor’s trustee. Lessee and the Permitted Leasehold Mortgagee shall also have the right to contest such sale and to sue for adequate protection of its respective interests hereunder.

**Section 27. Option To Purchase.** Throughout the Term, the Lessor shall have the right and option to purchase the Lessee’s right, title, and interest in and to the Project, this Ground Lease, and the Occupancy Agreements (collectively, the “Optioned Property”).

(a) **Exercise Notice.** The Lessor may exercise such option to purchase the Lessee’s right, title and interest in and to the Optioned Property by delivering written notice (the “Exercise Notice”) of such exercise to the Lessee.

(b) **Purchase Price.** If the option to purchase shall be exercised, the purchase price (the “Option Price”) of the Lessee’s right, title, and interest in and to the Optioned

Property shall be equal to (i) the principal balance of all indebtedness relating to the Project secured by any Permitted Leasehold Mortgage then in effect; plus (ii) any premium payable upon the prepayment or redemption of such indebtedness; plus (iii) all interest accrued or to accrue on such sums through the date of payment or redemption of such indebtedness; plus (iv) all recording fees for satisfaction of the Lessee's loans relating to the Project; plus (v) all transfer taxes in connection with the sale of the Optioned Property and all recording fees in connection with recording of any deed and assignment; plus (vi) any unpaid fees and/or other compensation due to the Lessee hereunder; plus (vii) all other expenses incurred by the Lessee in connection with the Closing (as defined herein), including without limitation, reasonable attorneys' fees, not paid from the Operating Account; plus (viii) any costs of defeasing the Bonds, if applicable; less (ix) amounts then on deposit with the Trustee under the Indenture that are available for prepayment or redemption of the Bonds. Alternatively, the Lessor may exercise its right to purchase by assuming in writing the Lessee's obligations under the Bond Documents and granting to the Leasehold Mortgagee a perfected, first-priority security interest in the gross revenues generated by the operation of the Project for the purpose of securing such obligations. This provision for the Lessor's option shall not be in derogation of the Lessor's power of eminent domain.

(c) ***Closing.*** The closing of the transfer of the Lessee's right, title and interest in and to the Optioned Property (the "Closing") shall be held on or before the date that is 90 days after the date of the Exercise Notice, on such date and at such time and place as the Lessor and the Lessee shall agree. At Closing, upon payment of the Option Price, title to the Project shall be conveyed by a limited warranty deed in recordable form executed by the Lessee, title to the Personality shall be conveyed by a bill of sale containing limited warranties of title, this Ground Lease shall terminate as to the Optioned Property, and the Lessee's interest in the Occupancy Agreements shall be conveyed by an assignment thereof containing limited warranties of title. If the Optioned Property shall be less than the entire Premises, then the Lessor and the Lessee shall execute an amendment to this Ground Lease at such closing amending the definition of the Premises.

(d) ***Title.*** The Optioned Property shall be conveyed free and clear of all loans, and shall be subject only to the Occupancy Agreements, to Permitted Encumbrances, and to all matters occurring subsequent to the date hereof that would be disclosed by an accurate survey, title search, and inspection of the Premises.

(e) ***Release of Lessee.*** Upon the transfer of all of the Lessee's interest in the Optioned Property pursuant to this Section, the Lessee shall be released from, and relieved of, all of its obligations hereunder without any further action on the part of the Lessor or the Lessee.

## **Section 28. Notices.**

(a) All notices, certificates, demands, requests, or other communications hereunder shall be sufficiently given and shall be deemed given when delivered personally or when mailed by certified mail, postage prepaid, return receipt requested, or dispatched by Electronic Means or by guaranteed overnight air courier addressed as follows:

to the Lessee: NCCD – Taylorsville Properties LLC  
Suite 213  
2630 Exposition Boulevard  
Austin, TX 78703  
Attention: President  
Telephone: (512) 322-9650  
E-Mail: [geden@nccdevelopment.org](mailto:geden@nccdevelopment.org)

to the Lessor: Salt Lake Community College  
4600 South Redwood Road  
Salt Lake City, UT 84123  
Attention: Vice President for Finance and Administration  
Telephone: (801) 957-4219  
E-Mail: [Chris.Martin@slcc.edu](mailto:Chris.Martin@slcc.edu)

to the Trustee: Zions Bank  
12th Floor  
One South Main Street  
Salt Lake City, UT 84133  
Attention: Corporate Trust  
Telephone: (801) 844-7517  
Facsimile: (855) 547-5637  
E-Mail: [carrie.sandoval@zionsbank.com](mailto:carrie.sandoval@zionsbank.com)

(b) Receipt of notices, certificates, or other communications hereunder shall occur upon actual delivery (whether by mail, Electronic Means, messenger, courier service, or otherwise) to any Person at any location where such Person may be found, or to an officer, agent, or employee of such Person at the address of such Person set forth above, subject to change as provided hereinabove. An attempted delivery in accordance with the foregoing, acceptance of which shall be refused or rejected, shall be deemed to be and shall constitute receipt; and an attempted delivery in accordance with the foregoing by mail, Electronic Means, messenger, or courier service (whichever shall be chosen by the sender) that is not completed because of changed address of which no notice shall have been received by the sender in accordance with this provision prior to the sending of the notice, certificate, or other communication shall also be deemed to be and constitute receipt. Any Person named in this Section may, by notice given to each of the others, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent.

**Section 29. Submission of Matters to the Lessor for Approval.** Except to the extent provided for herein to the contrary, any matter that is required to be submitted to and/or consented to or approved in writing by the Lessor or any matter that is required to be submitted to the Lessor that may become effective if not denied, rejected, or disapproved by the Lessor, as required under this Ground Lease, shall be submitted to the Lessor by hand or mailed by United States certified or registered mail return receipt requested, or sent by nationally-recognized overnight courier to the address of the Lessor designated for the giving of notice to the Lessor under Section 28 hereof and shall either be accepted, affirmed, or approved or denied, rejected, or disapproved by the

Lessor within 60 days after receipt unless a shorter period of time is expressly stated elsewhere herein. If the Lessor shall fail so to accept, affirm, or approve or deny, reject, or disapprove within such 60-day or other such shorter period as provided for herein, the Lessor's approval shall be assumed to have been unconditionally granted and the Lessee shall have the right to proceed on such matter so submitted. The Lessor shall inform the Lessee in writing of its acceptance, affirmation, or approval or denial, rejection, or disapproval of such submitted matter by United States certified or registered mail, return receipt requested, or sent by nationally-recognized overnight courier to the address of the Lessee designated for the giving of notice to the Lessee in Section 28 hereof. Any review by the Lessor of any matter submitted to the Lessor is for the Lessor's own convenience and purpose only. By undertaking such review, the Lessor shall not have any liability to the Lessee or any other person, including, without limitation, the insurers and lenders of the Lessee.

**Section 30. Holding Over by the Lessee.** The Lessee shall not use or remain in possession of the Premises after the termination hereof. Any holding over, or continued use or occupancy by the Lessee after the termination hereof, without the written consent of the Lessor, shall not constitute a tenant at will interest in behalf of the Lessee, but the Lessee shall become a tenant at sufferance and liable for Rent and all other expenses, obligations, and payments in effect for the immediately preceding year of the Term. There shall be no renewal whatsoever hereof by operation of law.

**Section 31. Membership Fees; Corporation Not Liable.**

(a) In recognition of the assistance to be provided by the Lessee and the Corporation to the Lessor to provide needed housing for the Eligible Residents and to otherwise assist the Lessor in furthering its educational mission, the Lessor acknowledges and agrees that upon the execution hereof, the Lessor shall become a member of the Corporation and that it shall remain such a member until the termination hereof or the transfer of the Project in accordance with Section 32 hereof.

(b) The Lessor warrants, represents, and agrees that (i) it has the power and authority to execute and deliver this Ground Lease and to carry out the terms hereof; (ii) this Ground Lease has been duly authorized by the appropriate governing body of the Lessor; (iii) this Ground Lease is a valid and binding obligation of the Lessor specifically including Section 31(a); and (iv) at all times during the Term, that it shall be and remain an organization that is described in either § 511(a)(2)(B) of the Code or § 501(c)(3) and § 170(b)(1)(A)(ii) of the Code and that is not a "private foundation," within the meaning of § 509 of the Code.

(c) In consideration for entering into this Ground Lease and the Lessor's membership in the Corporation, the Lessor agrees to cause the Corporation to be paid the following amounts:

(i) an acquisition fee (the "Corporation Acquisition Fee") in the amount of \$\_\_\_\_\_, which will be payable out of the proceeds of the Series 2022B Bonds; and

(ii) an annual membership fee (the “Corporation Membership Fee”) initially equal to \$\_\_\_\_\_ and increasing by 2% annually, which shall be paid in 12 monthly installments commencing on \_\_\_\_\_ 1, 2022, with installments, if any, paid during the construction period to be paid out of the proceeds of the Series 2022B Bonds and, after the construction period, out of the Revenues.

(d) Notwithstanding anything herein or in the Corporation’s bylaws to the contrary, the Lessor shall not in any event be liable for the obligations of the Corporation or have any other obligations as a result of the Lessor’s being a member of the Corporation other than those explicitly imposed by this Section or the Corporation’s bylaws.

### **Section 32. Required Transfer of the Project.**

(a) Subject to the provisions of Section 32(c), on or after the fifth anniversary of the date of Substantial Completion of the Project, the Lessor may, after giving notice to, and obtaining the written approval of a Majority of the Bondholders, require the Lessee to sell or transfer to an entity designated in writing by the Lessor (the “Transferee”) all of the Lessee’s right, title, and interest in and to the following (collectively, the “Transferred Assets”): (i) the Project; (ii) all other property or assets pledged or assigned to the Trustee or in which the Trustee shall have been granted a security interest pursuant to any of the other Bond Documents; and (iii) without duplication, any and all amounts on deposit (A) in the Operating Account on the date of such sale or transfer; and (B) in all funds and accounts created under, or in accordance with, Article V of the Indenture on the date of such sale or transfer. If so directed in writing by the Lessor, the Lessee shall after giving notice to, and obtaining the written approval of a Majority of the Bondholders, exercise the option contained in Section 8.03(c) (or any successor provision) of the Loan Agreement to so sell or transfer the Transferred Assets and agrees that the total consideration to be paid to the Lessee with respect to such sale or transfer shall be the assumption by the Transferee of all of the prior, existing, outstanding, contingent, and/or future obligations of the Lessee under the Lessee Documents and all of the Expenses that the Lessee is obligated to pay, notwithstanding whether incurred prior to or after the date of the sale or transfer of the Transferred Assets and the release of the Lessee from all of its obligations hereunder and the other Lessee Documents. If the Lessor shall direct the Lessee to sell or transfer the Transferred Assets, the Lessee shall also assign its interest in the Occupancy Agreements to the Transferee by an assignment containing limited warranties of title.

(b) Subject to the provisions of Section 32(c) hereof, if (i) the Lessor shall direct the Lessee to sell or transfer the Transferred Assets in accordance with Section 32(a); (ii) the Transferee shall comply with the requirements of Section 8.03(c)(ii) (or any successor provision) of the Loan Agreement; and (iii) the Transferee shall assume in writing all of the obligations of the Lessee hereunder and under the other Lessee Documents, then from and after the date of such sale or transfer, the Lessee shall be released from, and relieved of, all of its obligations hereunder without any further action on the part of the Lessor or the Lessee, and the Transferee shall become the Lessee hereunder without any further action on the part of the Lessor, the Lessee, or the Transferee.

(c) If the Lessee shall provide the Lessor with an Opinion of Counsel addressed to the Lessor and the Transferee to the effect that the transfer of the Transferred Assets by the Lessee to the Transferee would jeopardize or adversely impact the Corporation's exemption from United States federal income taxation under § 501(a) of the Code, as more particularly described in § 501(c)(3) of the Code, the Lessee shall not be required to transfer the Transferred Assets to the Transferee.

(d) The Lessor or the Transferee shall pay all recording fees for satisfaction of the Lessee's loans, all transfer taxes in connection with the sale or transfer of the Transferred Assets, all recording fees in connection with recording of any deed and assignment and all other expenses incurred by Lessee in connection with sale or transfer of the Transferred Assets, including, without limitation, reasonable attorneys' fees, as well as any fees or other sums due and owing to Lessee hereunder, including but not limited to those specified in Section 31(c) hereof. Any amounts payable to the Lessee under this subsection shall be paid to the Lessee or to such party as directed by the Lessee in immediately available funds at such time as the transfer of the Transferred Assets shall be effectuated.

**Section 33. Property Condition.** EXCEPT AS MAY BE SET FORTH OR PROVIDED FOR IN THIS GROUND LEASE, THE LESSOR AND THE LESSEE ACKNOWLEDGE AND AGREE THAT, EXCEPT AS CONTAINED IN SECTION 10 HEREOF, NEITHER THE LESSOR NOR ANY OF ITS TRUSTEES, OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES MAKES OR HAS MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF, THE PROPERTY'S PHYSICAL CONDITION, INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED WITH RESPECT TO THE PROPERTY, THE PROPERTY'S FITNESS OR SUITABILITY FOR ANY PARTICULAR USE, OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE SAME, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES, OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE PROPERTY OR ANY PORTION THEREOF, EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS GROUND LEASE, AND THE AT THE LESSEE HAS INSPECTED THE PROPERTY AND LEASES THE PROPERTY "AS IS. WHERE IS."

**Section 34. Addition of Additional Parcels; Release of Portions of the Property.**

(a) The Parties agree that all or any of the [Additional Parcels – not defined?] may, from time to time, be made subject to the terms of this Ground Lease with necessary and appropriate adjustments (i) to the amount of Rent (as defined herein) to be payable by the Lessee hereunder; (ii) to the length of the Term; (iii) to the required delivery date; and/or (iv) to the other representations, warranties, covenants, and agreements of the Parties contained herein and that this Ground Lease may be amended, modified, supplemented, and or restated in whole or in part to reflect the foregoing without the approval of any agency, authority, board, bureau, commission, department, instrumentality, or regulatory body of the State.

(b) The Parties also agree that any portion of the Property may, from time to time, upon the written agreement of the Parties, be released from the terms of this Ground Lease without the approval of any agency, authority, board, bureau, commission, department, instrumentality, or regulatory body of the State, but only to the extent that all indebtedness issued to pay the costs of acquiring, constructing, furnishing, and equipping such portion of the Property shall no longer be deemed to be Outstanding.

### **Section 35. Miscellaneous.**

(a) ***No Waiver of Rights by the Lessor.*** No failure of the Lessor to exercise any power given the Lessor hereunder or to insist upon strict compliance by the Lessee with its undertakings, duties and obligations hereunder, and no custom or practice of the Parties at variance with the provisions hereof shall constitute a waiver of the Lessor's right to demand exact compliance with the provisions contained in this Ground Lease.

(b) ***Rights Are Cumulative.*** All rights, powers, and privileges conferred herein upon both Parties shall be cumulative.

(c) ***Provisions Are Binding Upon Assigns and Are Real Covenants.*** It is mutually covenanted, understood and agreed by and between the Parties, that each of the provisions hereof shall apply to, extend to, be binding upon and inure to the benefit or detriment of not only the Parties, but also the respective legal representatives, successors and assigns of the Parties, and shall be deemed and treated as real covenants running with the Property during the Term. The Parties further acknowledge and agree that the Trustee and all Permitted Leasehold Mortgagees and their respective successors and assigns shall be deemed third party beneficiaries hereunder. Whenever a reference to either of the Parties is made, such reference shall be deemed to include the legal representatives, successors and assigns of said Party, the same as if in each case expressed.

(d) ***Applicable Law; Venue.*** This Ground Lease has been prepared and entered into by the Parties with the intention that the law of the State, exclusive of such state's rules governing choice of law, shall govern its construction. By executing and delivering this Ground Lease, each Party irrevocably: (i) accepts generally and unconditionally the exclusive jurisdiction and venue of any state or federal court of competent jurisdiction located in the County; (ii) waives any defense of *forum non conveniens*; and (iii) agrees not to seek removal of such proceedings to any court or forum other than as specified above. The foregoing shall not be deemed or construed to constitute a waiver by the Lessor of any prior notice or procedural requirements applicable to actions or claims against or involving political subdivisions of the State that may exist at the time of and in connection with such matter.

(e) ***All Genders and Numbers Included.*** Whenever the singular or plural number, or masculine, feminine, or neuter gender is used in this Ground Lease, it shall equally apply to, extend to, and include the other.

(f) ***Invalidity of Provision or Part Thereof.*** In the event any provision, or any portion of any provision hereof shall be held invalid, the other provisions hereof and the

remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

(g) ***Time Is of the Essence.*** All time limits stated in this Ground Lease are of the essence hereof.

(h) ***Section Captions Are To Be Disregarded.*** The captions of the numbered sections hereof are for purposes of identification and convenience only and are to be completely disregarded in construing this Ground Lease.

(i) ***Subordination.*** Notwithstanding anything else contained herein, the Lessor agrees that the financing of the design, acquisition, construction, furnishing, and equipping of the Project will directly benefit the Lessor's operations and the Lessor agrees that its interest in and to the rents, revenues, issues and profits relating to the operation of the Project, including, without limitation, all insurance proceeds, reserve funds and gross revenues, as well as any and all rights to any and all contracts, agreements and other instruments in connection with the design, acquisition, construction, equipping, installation, and operation of the Project, including, without limitation, all Assigned Agreements shall be junior and subordinate to the interest of the Trustee and/or any other Permitted Leasehold Mortgagee in any such Assigned Agreements as granted or provided in any of the Bond Documents (collectively, the "Bond Collateral"). So long as any of the indebtedness created, evidenced, or secured by any of the Bond Documents shall remain outstanding and unpaid, the Lessor shall not exercise any rights or remedies with respect to the Bond Collateral without obtaining in each instance the prior written consent of the Trustee and any other Permitted Leasehold Mortgagees. Notwithstanding the foregoing, the Lessor reserves its right to terminate this Ground Lease or exercise other remedies available to the Lessor under this Ground Lease other than foreclosure on the Project, upon the occurrence of an Event of Default, subject, however, to the limitations set forth herein, including particularly, Sections 26 hereof.

(j) ***Entire Agreement Contained Herein.*** The making, execution and delivery hereof by the Lessee has not been induced by any representations, statements, covenants or warranties by the Lessor except for those contained in this Ground Lease. This Ground Lease constitutes the full, complete and entire agreement between the Parties; no agent, employee, officer, representative or attorney of the Parties has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith modifying, adding to or changing the provisions hereof. No amendment hereof shall be binding unless such amendment shall be in writing, signed by both Parties and approved by all Permitted Leasehold Mortgagees and attached to, incorporated in and by reference made a part hereof.

(k) ***No Partnership or Agency.*** Nothing in this Ground Lease is intended, or shall in any way be construed, so as to create any form of partnership or agency relationship between the Parties. The Parties hereby expressly disclaim any intention of any kind to create any partnership or agency relationship between themselves. Nothing in this Ground Lease shall be construed to make either Party liable for any of the indebtedness of the other, except as specifically provided herein.

(l) ***Limitation of Liability.*** Notwithstanding anything herein to the contrary, the liability of the Lessee hereunder (including, but not limited to its indemnity obligations) shall be limited to the Lessee's interest in the Property, the Project, the rents, issues and surplus related thereto, any insurance proceeds arising therefrom; and, with respect to its obligations under Section 10(t) hereof, from amounts received by the Lessee as liquidated damages under and pursuant to a Construction Document, and, accordingly, the Lessor's sole source of satisfaction of such obligations shall be limited to such assets, and the Lessor shall not seek to obtain payment from any person or entity comprising the Lessee or from any assets of the Lessee other than those described herein, notwithstanding the survival of any obligation of the Lessee beyond the Term.

(m) ***Recordation of Memorandum of Lease.*** The Lessor and the Lessee agree that the Parties shall execute, seal, acknowledge, and deliver simultaneously with the execution hereof, in recordable form, a memorandum of lease setting forth the basic terms hereof.

(n) ***Counterparts.*** This Ground Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed original and all of which, when taken together, shall constitute one in the same document. The signature of any Party to any counterpart shall be deemed a signature too, and may be appended to, any other counterpart.

(o) ***Preservation of Tax Exemption.*** The Lessor shall not take any action with respect to the Project that would adversely affect the exemption, if any, of interest on any Bonds from gross income for federal income tax purposes or would otherwise result in a breach of any representations, conditions, or covenants of the Lessee as set forth in the Bond Documents.

(p) ***Language Construction.*** The language in all parts hereof shall be construed, in all cases, according to its fair meaning, and not for or against either Party. The Parties acknowledge that each Party and its counsel have reviewed and revised this Ground Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation hereof.

(q) ***Independent Legal Counsel.*** The Parties mutually acknowledge that they each have had the opportunity to be represented by independent legal counsel in negotiations leading up to and in executing this Ground Lease.

(r) ***Electronic Signatures.*** The Parties agree that the electronic signature of a Party hereto shall be as valid as an original signature of such Party and shall be effective to bind such Party. The Parties further agree that any electronically signed document (including this Ground Lease) shall be deemed (i) to be "written" or "in writing"; (ii) to have been signed; and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation, or administrative proceeding, shall be admissible as between the Parties to the same extent

and under the same conditions as other original business records created and maintained in documentary form. Neither Party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e mail message; and "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

(s) ***Lessor's Failure To Perform.*** If the Lessor shall fail to perform, or cause to be performed, any term, covenant, condition, or provision imposed upon it hereunder, and to correct such failure within 10 days after written notice specifying such is given to the Lessor by the Lessee or any Permitted Leasehold Mortgagee, the Lessee and any Permitted Leasehold Mortgagee shall have the right to perform such term, covenant, condition, or provision on behalf of the Lessor.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this GROUND LEASE AGREEMENT to be duly executed in duplicate counterparts each of which shall be deemed to be an original, the day and year first above written.

**LESSOR:**

[SEAL]

**SALT LAKE COMMUNITY COLLEGE**

By \_\_\_\_\_  
Deneece G. Huftalin, PhD, President

and By \_\_\_\_\_  
Christopher A. Martin, Vice President for  
Finance & Administration/Chief Financial Officer

**APPROVED AS TO FORM AND LEGALITY:**

By \_\_\_\_\_  
Kevin V. Olsen, Assistant Attorney General

[SEAL]

LESSEE:

NCCD – TAYLORSVILLE PROPERTIES  
LLC

By \_\_\_\_\_  
Charles G. Eden, President

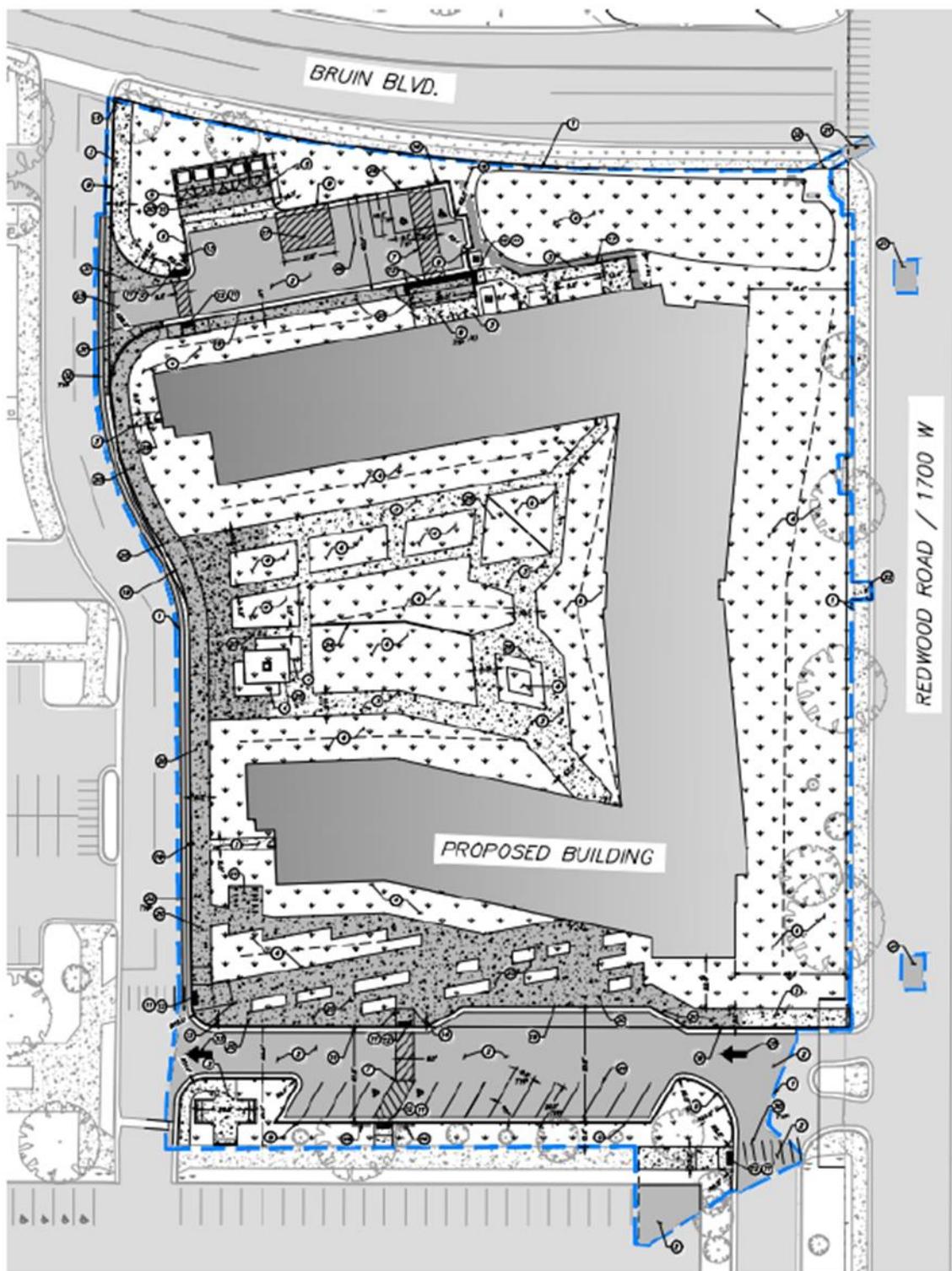
**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

THE BASIS OF BEARING FOR THIS DESCRIPTION IS SOUTH 00°11'38" WEST 2639.60 FEET MEASURED BETWEEN THE CENTER CORNER OF SECTION 3 AND THE SOUTH QUARTER CORNER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD, SAID POINT BEING S00°11'38"W 447.60 FEET AND N89°48'22"W 53.00 FEET FROM THE FOUND CENTER CORNER OF SECTION 3 TO THE POINT OF BEGINNING; THENCE S00°11'38"W ALONG SAID WESTERLY RIGHT OF WAY LINE OF 365.00 FEET; THENCE N89°48'22"W 12.00 FEET; THENCE S00°11'38"W 12.48 FEET; THENCE N89°52'19"W 265.80 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 89°29'02" (CHORD BEARING AND DISTANCE OF N45°07'48"W FOR 14.08 FEET) FOR AN ARC LENGTH OF 15.62 FEET; THENCE N 00°23'16"W 161.89 FEET; THENCE N02°38'29"W 11.41 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 28°11'32" (CHROD BEARING AND DISTANCE OF N16°44'15"W FOR 9.74 FEET) FOR AN ARC LENGTH OF 9.84 FEET; THENCE N30°50'01"W 30.85 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 12°21'34" (CHORD BEARING AND DISTANCE OF N24°39'14"W FOR 10.76 FEET) FOR AN ARC LENGTH OF 10.79 FEET; THENCE N 18°28'27"W 20.83 FEET; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 18°47'22"W (CHORD BEARING AND DISTANCE OF N09°04'46"W FOR 32.65 FEET) FOR AN ARC LENGTH OF 32.79 FEET; THENCE N00°18'55"E 62.16 FEET; THENCE N01°21'36"E 55.50 FEET; THENCE N03°15'43"E 9.98 FEET; THENCE S75°57'30"E 16.60 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 900.00 FEET, THROUGHT A CENTRAL ANGLE OF 13°37'56" (CHORD BEARING AND DISTANCE OF S82°46'28"E FOR 213.63FEET) FOR AN ARC LENGTH OF 214.14 FEET; THENCE S89°35'26"E 95.28 FEET TO THE POINT OF BEGINNING CONTAINING 117,039 SQUARE FEET OR 2.69 ACRES

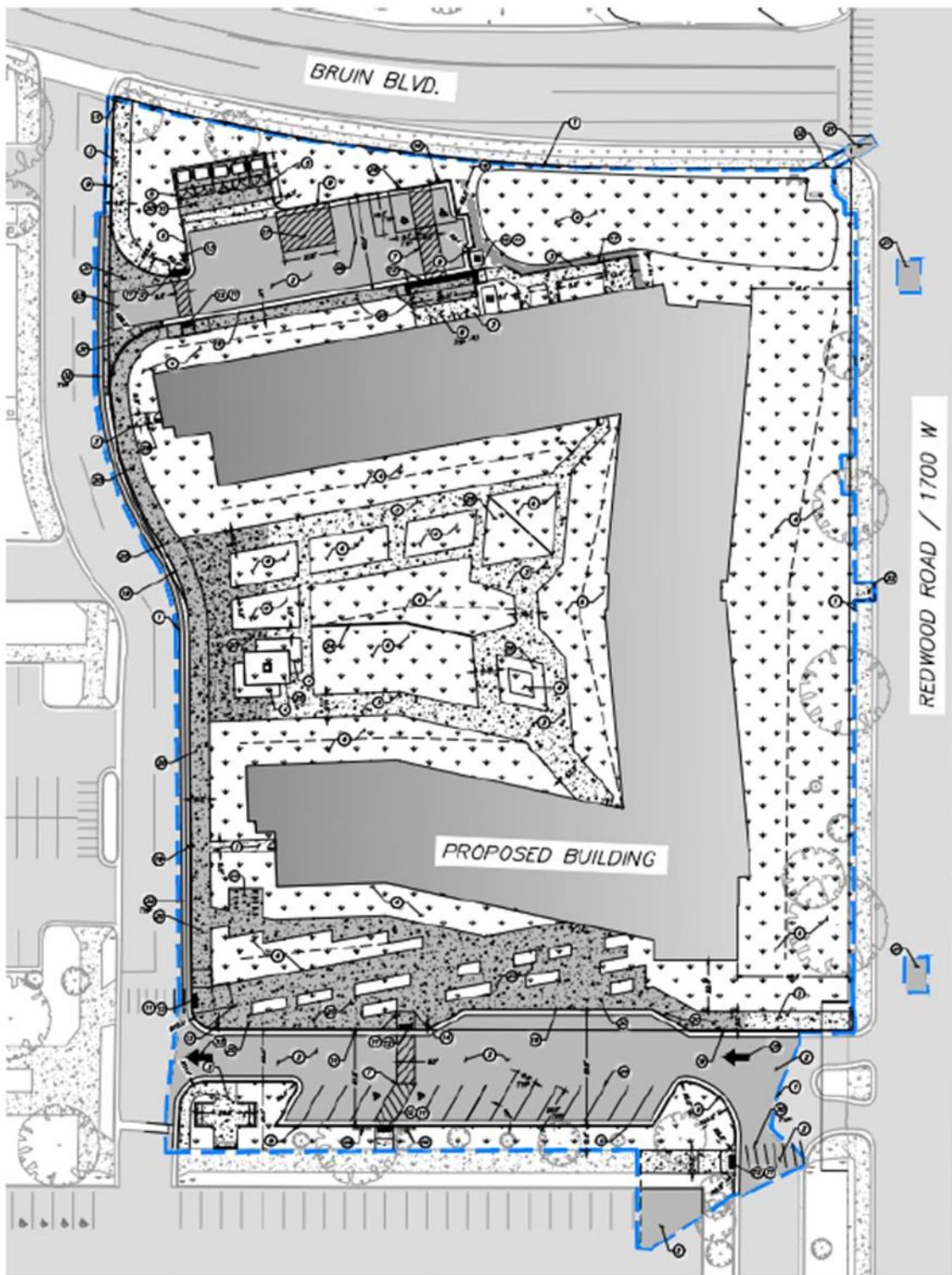
**EXHIBIT B**  
**ACCESS EASEMENT AREAS**



**EXHIBIT C**

**UTILITY CONNECTION EASEMENT AREAS**

EXHIBIT D  
CONSTRUCTION EASEMENT AREAS



**COOPERATION AGREEMENT**

by and between

**SALT LAKE COMMUNITY COLLEGE**

and

**NCCD – TAYLORSVILLE PROPERTIES LLC**

Dated as of [MONTH] 1, 2022

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## EXHIBIT A      DESCRIPTION OF THE LAND

## COOPERATION AGREEMENT

**THIS COOPERATION AGREEMENT** (as the same may be amended and/or supplemented from time to time in accordance with the provisions hereof, this “Cooperation Agreement”), made and entered into as of [Month] 1, 2022, is by and between **SALT LAKE COMMUNITY COLLEGE** (the “College”), an entity of the State of Utah (the “State”), and located in the City of Taylorsville, Utah and in Salt Lake County, Utah, and **NCCD – TAYLORSVILLE PROPERTIES LLC** (together with its successors and assigns, the “Borrower”), a single member limited liability company organized and existing under the laws of the State whose sole member is National Campus and Community Development Corporation (the “Corporation”), a non-profit corporation organized and existing under the laws of the State of Texas.

### WITNESSETH:

WHEREAS, the College has determined that it is in the best interests of the College to cooperate with and support the Borrower’s providing a purpose-built student housing facility containing approximately [430] beds (including the buildings, furniture, fixtures, and equipment therefor and together with associated site development and various related amenities and improvements, the “Series 2022 Project”) on its campus (the “Campus”); and

WHEREAS, the Public Finance Authority (together with its successors and assigns, the “Authority”), a joint powers commission and a unit of government and body corporate and politic created under the laws of the State of Wisconsin, has issued (a) its Public Finance Authority Student Housing Revenue Bonds (NCCD – Taylorsville Properties LLC – Salt Lake Community College Project) Series 2022A in the principal amount of \$[Amount of A Bonds] (the “Series 2022A Bonds”) and its Public Finance Authority Subordinate Student Housing Revenue Bonds (NCCD – Taylorsville Properties LLC – Salt Lake Community College Project) Series 2022C in the principal amount of \$[Amount of C Bonds] (the “Series 2022C Bonds” and, together with the Series 2022A Bonds, the “Tax-Exempt Bonds”) for the purpose, *inter alia*, of providing funds to pay [a major portion/substantially all] of the costs of acquisition, construction, furnishing, and equipping of the Series 2022 Project; and (b) its Public Finance Authority Taxable Student Housing Revenue Bonds (NCCD – Taylorsville Properties LLC – Salt Lake Community College Project) Series 2022B in the principal amount of \$[Amount of B Bonds] (the “Series 2022B Bonds” and, together with the Tax-Exempt Bonds, the “Series 2022 Bonds”) for the purpose, *inter alia*, of providing funds to pay a [minor/nominal] portion of the costs of acquisition, construction, furnishing, and equipping of the Series 2022 Project and to pay certain costs incurred in connection with the issuance of the Series 2022 Bonds; and

WHEREAS, the Series 2022 Bonds are being issued under and are secured by a Trust Indenture (as now or hereafter, amended, supplemented, modified, and/or restated, the “Indenture”) of even date herewith by and between the Authority and Zions Bancorporation, National Association d/b/a Zions Bank, as Trustee (the “Trustee”), and the proceeds of the Series 2022 Bonds are being lent to the Borrower by the Authority pursuant to a Loan Agreement (as now or hereafter, amended, supplemented, modified, and/or restated, the “Loan Agreement”) of even date herewith by and between the Authority and the Borrower; and

WHEREAS, the land on which the Series 2022 Project will be constructed and which is described in Exhibit A attached hereto and made a part hereof (the “Land”) is being leased to the Borrower pursuant to a Ground Lease Agreement (the “Ground Lease”) of even date herewith between the College, as ground lessor, and the Borrower, as ground lessee; and

WHEREAS, the Authority has sold the Series 2022 Bonds to Citigroup Global Markets Inc. (the “Underwriter”) pursuant to the terms of a Bond Purchase Agreement (the “Bond Purchase Agreement”) dated [Date of BPA], 2022, by and among the Authority, the Borrower and the Corporation, and the Underwriter; and

WHEREAS, under the Bond Purchase Agreement, the execution and delivery of this Cooperation Agreement by the College is a condition precedent to the obligation of the Underwriter to buy the Series 2022 Bonds from the Authority; and

WHEREAS, the Borrower has entered into a Development Agreement (the “Development Agreement”) of even date herewith with Servitas, LLC (the “Developer”) for the development of the Series 2022 Project under which the Developer is obligated to complete the Series 2022 Project in accordance with plans and specifications therefor; and

WHEREAS, the Borrower has entered into a Property Management Agreement (the “Management Agreement”) with Servitas Management Group, LLC (the “Manager”) to manage the operations of the Series 2022 Project;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the College (each a “Party” and collectively, the “Parties”) hereby agree as follows:

### **Section 1. Development of the Series 2022 Project.**

(a) The Borrower agrees to cause the Series 2022 Project to be designed, acquired, constructed, furnished, and equipped to serve primarily as residential housing for “Eligible Residents” which, for purposes of this Cooperation Agreement, shall mean, in order of acceptance priority, (i) students registered in an academic program of the College with nine or more credits in the current academic term; (ii) students registered in an academic program of the College with six or more credits in the current academic term; (iii) regular full time faculty, visiting faculty, and staff of the College who are pre-approved by the College in writing; (iv) students registered in an academic program of any other Eligible Institution; (v) groups participating in any activity, conference, or other program sponsored by the College who are pre-approved by the College in writing; (vi) any member of the household that is a spouse or dependent of any of the foregoing; and (vii) any other person pre-approved by the College and the Borrower in writing.

(b) For purposes of this Cooperation Agreement, the term “Eligible Institutions” means institutions of higher learning in the State with which the College or the Borrower has established an affiliation or other cooperative or coordination agreement or arrangement that (i) is and, and for so long as its students reside in the Series 2022 Project, remains an organization that is described in § 511(a)(2)(B) or §§ 501(c)(3) and

170(b)(1)(A)(ii) of the Internal Revenue Code of 1986, as amended (the “Code”); (ii) is not a private foundation within the meaning of § 509 of the Code; and (iii) becomes a member of the Corporation and remains such a member for so long as its students reside in the Series 2022 Project (each, an “Eligible Institution”).

(c) The Series 2022 Project shall be designed, acquired, constructed, furnished, and equipped consistent with the Plans and Specifications identified in the Development Agreement.

## **Section 2. Operation of the Series 2022 Project.**

(a) The Borrower agrees to cause the Series 2022 Project to be operated and maintained in a manner consistent with the goals of the College’s Residence Life Program, as adopted by the College from time-to-time. The Borrower will require the Manager to adhere strictly to all policies, procedures, and regulations of the College while on the site of the Series 2022 Project, including, but not limited to, parking, smoking, security, and drug and alcohol policies. The College acknowledges that it is familiar with the terms and provisions of the Management Agreement and with the rights granted to it and the duties and obligations imposed upon it thereby and thereunder and agrees to perform the duties described in the Management Agreement to be performed by it thereunder with respect to the Series 2022 Project in a timely fashion.

(b) The College acknowledges that under the Loan Agreement, the Borrower has agreed: (i) to exercise skill and diligence in the operation of the Series 2022 Project such that the Debt Service Coverage Ratio in each “Annual Period,” as defined in the Loan Agreement, will be not less than (x) 1.20 for the Senior Bonds (covering only Debt Service Payments for Senior Bonds) and 1.05 (covering Debt Service Payments for both Senior Bonds and Subordinate Bonds) and (y) 1.05 for the Subordinate Bonds (covering Debt Service Payments for both Senior Bonds and Subordinate Bonds); and (ii) that in the event that for any Annual Period the “Debt Service Coverage Ratios,” as defined in the Loan Agreement are less than 1.20 and 1.05, as applicable, the Borrower will engage a “Financial Consultant,” as defined in the Loan Agreement, to review the operations of the Series 2022 Project and make recommendations concerning changes that will enable the Borrower to achieve Debt Service Coverage Ratios of 1.20 and 1.05, as applicable.

(c) The College agrees that it will take no action, and will not assist others in taking any action on its behalf, that materially adversely affects the marketability of the Series 2022 Project or the Series 2022 Project’s ability to maintain a Debt Service Coverage Ratio of at least (x) 1.20 for the Senior Bonds (covering only Debt Service Payments for Senior Bonds) and 1.05 (covering Debt Service Payments for both Senior Bonds and Subordinate Bonds) and (y) 1.05 for the Subordinate Bonds (covering Debt Service Payments for both Senior Bonds and Subordinate Bonds). This covenant shall not be construed to prohibit the College from constructing or acquiring, or causing others to construct or acquire on its behalf, additional new student housing facilities serving students at the Campus, subject to the conditions in Section 11 of this Cooperation Agreement.

(d) Without limiting the generality of the provisions of Section 2(c), the College agrees that, until the Series 2022 Bonds shall no longer be “Outstanding,” as defined in the Indenture and the Loan Agreement, it will not give, grant, or permit any preference or priority to be given to any student housing facility that is owned, operated, managed, or leased by or to the College (or any affiliated entity) or that is owned, operated, managed, or leased by or to any third party with whom the College (or any affiliated entity) shall have entered into any lease or any affiliation, support, resident assignment, marketing, cooperation or other similar agreement over the Series 2022 Project with respect to the assignment of, or direction to, students or persons attending meetings, conferences, and/or other similar events at the College. The provisions of this paragraph (d) shall not apply with respect to any students who, in accordance with the College’s written rules, policies, and or procedures, shall not be permitted to reside in the Series 2022 Project.

(e) Operational details consistent with this Cooperation Agreement are set forth in the responsibility matrix contained in Exhibit \_\_\_\_ attached to the Management Agreement and incorporated by reference herein.

(f) Prior to delivery of the Series 2022 Project and on a rolling basis afterward and throughout the term of this Cooperation Agreement, the Borrower and the College may enter into agreements to provide services to one another. Either party may terminate these agreements to provide services at its discretion and in accordance with the rights and conditions contained in the agreements.

**Section 3. Staffing of the Series 2022 Project.** The Borrower shall, or shall cause the Manager to, employ staff at the Series 2022 Project as described below. All matters pertaining to the employment, supervision, promotion, and discharge of employees of the Borrower or the Manager shall be the responsibility of the Borrower or the Manager, as applicable.

(a) ***Assistant Community Manager; Community Manager.*** The Borrower will cause the Manager to retain and assign to the Series 2022 Project an assistant community manager (the “Assistant Community Manager”). The Assistant Community Manager will be selected by the Manager and must be approved by the College. The Borrower, at the Borrower’s expense, shall also engage a community manager who shall be responsible for coordinating with the Borrower and the Manager with respect to the Series 2022 Project hereunder.

(b) ***On-Site Housing of Residence Life Staff.*** The Borrower shall provide up to two dwelling units (the “College Employee Units”) at the Series 2022 Project at the expense of the College for occupancy by employees of the College. In addition, the Borrower shall provide a single, two-bedroom unit for the Assistant Community Manager or other live-on housing staff member at no cost to the College. Each of the College Employee Units and the Assistant Community Manager unit shall be furnished and include a kitchen. No dwelling unit or bed within a dwelling unit, other than those specifically identified in this Cooperation Agreement, will be furnished without charge to any other person.

#### **Section 4. Marketing; Use of Name.**

(a) The College shall promote the Series 2022 Project and support the marketing efforts of the Borrower and/or the Manager in connection therewith and agrees, without limitation, (i) to include the Series 2022 Project in all information and marketing materials regarding student housing that it provides to its current and prospective students, including, but not limited to, incorporating the Series 2022 Project in any prospective student campus tours and including Series 2022 Project information in student acceptance/orientation packages or its equivalent; (ii) to include a prominent and permanent link on the College's web site to the Series 2022 Project's website; (iii) to include references and/or links to the Series 2022 Project's website in any housing related communications to students, whether current or prospective; (iv) to distribute marketing materials prepared by or on behalf of the Borrower and approved by the College at events for current or prospective students; (v) to cooperate with the Manager to identify the College's student recruitment events and facilitate marketing and promotion of the Series 2022 Project as student housing; (vi) to permit the Borrower and/or the Manager to advertise the availability of the Series 2022 Project on the College's campus and to post advertising literature on bulletin boards that are available for public announcements in the College's facilities; (vii) to the extent possible, to provide to students residing at the Series 2022 Project the same services and access it provides to its other students, including, without limitation, access to the College's computer network; and (viii) implement procedures to assist students in applying for residence at the Series 2022 Project.

(b) The Borrower shall provide information regarding the Series 2022 Project appropriate to assist the College in carrying out its undertakings pursuant to this Section and shall require the Manager to implement appropriate procedures to facilitate the College's undertakings pursuant to this Section.

(c) In connection with, among other things, the naming of the Series 2022 Project and the dissemination by the Borrower of any and all marketing or promotional materials to residents or prospective residents thereof, the College hereby grants to the Borrower an unlimited, non-exclusive, royalty-free, worldwide, and perpetual right to use the name of the College or a portion thereof in all fields of use in connection with, or arising out of, the use, promotion, or operation of the Series 2022 Project.

#### **Section 5. Occupancy Agreements.**

(a) ***Contract Process.*** The Borrower shall have full responsibility for leasing or licensing the residential units in the Series 2022 Project. Each Eligible Resident occupying the Series 2022 Project shall enter into a lease, residence, license agreement, or similar agreement (an "Occupancy Agreement") in the name of the Borrower and in a form mutually acceptable to the Borrower and the College. On a monthly basis, the Borrower shall provide the College a written report identifying the Eligible Residents residing in the Series 2022 Project.

(b) ***Collection of Rents; Collection Assistance.*** The Borrower shall make provisions for an agent (the "Agent") (who may be the Manager) to collect all rent,

additional rent, and any and all fees and payments receivable in connection with the occupancy of the Series 2022 Project (collectively, “Housing Charges”). The College shall coordinate and assist in the billing and collection of Housing Charges and facilitate the use of financial aid provided to students to pay eligible Housing Charges. To the extent that the College, itself or through agents of the College, shall collect any Housing Charges receivable on the Borrower’s behalf in connection with the occupancy of the Series 2022 Project, the College shall deposit such amounts in the Rental Revenue Account (as defined below) in the form of a single payment by wire transfer in an amount equal to such receipts collected on the Borrower’s behalf. The Rental Revenue Account (the “Rental Revenue Account”) shall be an account established by the Borrower as a custodial account at the same bank or trust company that is serving as Trustee for the Series 2022 Bonds. The custodial agreement between the Borrower and the Trustee with respect to the Rental Revenue Account shall provide that (a) the Trustee shall have the sole power of withdrawal over the Rental Revenue Account, and (b) the Trustee shall transfer all funds in the Rental Revenue Account not less frequently than weekly to the Revenue Fund created under the Indenture in the custody of the Trustee to enable the Borrower to comply with its covenant under Section 5.03 of the Loan Agreement. In the event that a resident of the Series 2022 Project shall fail to pay any such Housing Charges, the College shall, subject to the laws of the State, take one or more of the following actions in accordance with the College’s written policies and procedures: withhold the release of a transcript, not permit the student to register for any further course work, and not permit the student to graduate. The College agrees to hold all amounts attributable to any Eligible Resident’s Housing Charges receivable by the Borrower, whether delivered by residents of the Series 2022 Project or by third-party providers of loans or other financial assistance to residents of the Series 2022 Project in escrow pending disbursement to the Borrower under each applicable Occupancy Agreement and, with respect to Housing Charges delivered by third-party providers of loans or other financial assistance to residents of the Series 2022 Project, to pay all amounts due under the applicable Occupancy Agreement upon presentation to the College by the Borrower of an appropriate invoice. THE COLLEGE AGREES THAT ANY PORTION OF THE HOUSING CHARGES THAT MAY COLLECTED BY THE COLLEGE FROM RESIDENTS OF THE SERIES 2022 PROJECT SHALL, PENDING TRANSFER TO THE BORROWER OR TO THE TRUSTEE ON BEHALF OF THE BORROWER, BE HELD BY THE COLLEGE IN TRUST FOR, AND AS AGENT OF, THE BORROWER AND SHALL NOT CONSTITUTE PROPERTY OF THE COLLEGE.

(c) ***Termination.*** The College may, by delivering written notice to the Borrower, direct the Borrower to terminate any Occupancy Agreement when, in its judgment, sufficient cause exists (including, but not limited to, failure to maintain status as an Eligible Resident). Attorneys’ fees and other reasonable, customary and necessary costs incurred in connection with enforcement actions shall be paid out of the “Operating Account,” as defined in the Indenture, as an Operating Expense of the Series 2022 Project.

(d) ***Periodic Information.*** To enable the Borrower to comply with its continuing disclosure obligations with respect to the Series 2022 Bonds, the College agrees to provide to the Borrower within 75 days after the first day of each enrollment period until the Series 2022 Bonds shall have been paid in full a comparison of the College’s then current years’ full time, part time and total enrollment, respectively, as compared to the

previous year, and shall also provide any other information about the College or its students that may reasonably be requested by the Borrower, provided that the information (i) does not breach any privacy policies to which the College is subject, or has adopted; (ii) does not amount to proprietary trade or business information; and (iii) is of a type and nature that is not inconsistent with industry custom for disclosure requests, as determined by the Borrower.

**Section 6. Maintenance and Repair.** The Borrower shall use, or cause the Manager to use, commercially reasonable efforts to maintain the Series 2022 Project in good order, condition, and repair, including, but not limited to, cleaning, painting, decorating, plumbing, carpentry, and such other maintenance and repair work as may be necessary in order to maintain the Series 2022 Project properly. The Borrower shall cause the Manager's on-site maintenance employees to respond in a timely manner to any complaint made by an Eligible Resident with respect to any facility problem. Provision is to be made in the Annual Budget (as defined below) for repairs of, and capital improvements to, the Series 2022 Project. The Borrower shall provide, or cause the Manager to provide, advance written notification to the College of any proposed capital improvements at or to the Series 2022 Project as far in advance of the work as possible, and the Borrower will coordinate, or cause the Manager to coordinate, with the College to assure the minimum disruption to the College and its employees and students. The written notification shall consist of a general description of the work, when it will occur, and its location by building. The Borrower shall cooperate with College personnel to provide any other pertinent information they may request with regard to the work.

## **Section 7. Security.**

(a) The College currently engages Utah Highway Patrol to provide certain security services to the Campus, but reserves the right to change security providers at any time. The College shall engage Utah Highway Patrol or such other security provider to provide security to the Series 2022 Project to the same extent and in the same manner security is provided to portions of the Campus. Notwithstanding the foregoing, the College will not be responsible for matters occurring at the Series 2022 Project that elevate to those involving law enforcement or those involving the adjudication of local governmental law. Until the twelfth (12<sup>th</sup>) anniversary of the date hereof, the College shall pay the annual cost of providing such security to the Series 2022 Project. After the twelfth (12<sup>th</sup>) anniversary of the date hereof, the Borrower shall pay, as an Expense of the Series 2022 Project, the annual cost of providing such security to the Series 2022 Project. The Manager, on behalf of the Borrower, shall also be responsible for the administration of unit access, front desk operations, and mail and package delivery at the Series 2022 Project. Enforcement of the College's Code of Student Rights and Responsibilities at the Series 2022 Project shall be under the control of the College.

(b) The Manager, as the agent of the Borrower, shall (i) have final authority over control and accountability of all keys and electronic passes for the Series 2022 Project; (ii) maintain the key control responsibility for all resident room spaces and any common areas agreed to, such as the community kitchen, TV room, fitness room, and study room; (iii) control all keys for access doors and the mechanical and electrical rooms; and (iv) issue the keys for the management office and any associated living space and any retail

space and related office and storage area to the appropriate person supervising those areas. Key control will include the logging of all keys and issuance and retrieval from the issued user.

(c) The Borrower shall provide, or cause the Manager to provide, information sufficient for the College to meet its obligations with respect to reporting on security, including, but not limited to, reporting required under The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act at 20 U.S.C. §1092(f).

## **Section 8. Annual Budget.**

(a) The Borrower shall develop in good faith, in its discretion and after consultation with the College or a designated representative of the College, a cash basis line-item operating and capital budget for the Project for each Annual Period (collectively, the “Annual Budgets” and each, an “Annual Budget”) and for each month within such Annual Period. The Annual Budget shall set forth among other matters, those items usually contained in budgets of similar nature:

(i) the categories of anticipated “Revenues,” as defined in the Indenture, relating to the Series 2022 Project and the projected amounts of each category of such Revenues;

(ii) the amounts to be deposited to the Repair and Replacement Fund (as defined in the Indenture) and any other reserve fund established under the Indenture during such Annual Period and the amounts contained therein as of the first day of such Annual Period;

(iii) all anticipated capital expenditures;

(iv) projected amounts of all “Expenses,” as defined in the Indenture;

(v) sufficient information to explain the basis for the budgeted Revenues, capital expenditures, and Expenses; and

(vi) the amount of projected Revenues sufficient to comply with any applicable covenants contained in the Bond Documents.

(b) The Annual Budget shall reflect all anticipated Expenses paid, incurred, or accrued or to be paid, incurred, or accrued by the Borrower or on behalf of the Borrower by another Person, such as (by way of example) the Manager under the Management Agreement. The Borrower shall manage anticipated Expenses in order for the projected Debt Service Coverage Ratio to be at least (x) 1.20 for the Senior Bonds (covering only Debt Service Payments for Senior Bonds) and 1.05 (covering Debt Service Payments for both Senior Bonds and Subordinate Bonds) and (y) 1.05 for the Subordinate Bonds (covering Debt Service Payments for both Senior and Subordinate Bonds) for such Annual Period.

(c) The Borrower shall submit to the College for its approval a proposed Annual Budget not later than 90 days prior to the commencement of each Annual Period. The College shall give the Borrower notice of its approval of the Annual Budget as submitted or of its disapproval of one or more of the matters contained therein not later than 60 days prior to the commencement of such Annual Period. If the College shall fail to give notice of approval or disapproval in a timely manner, then the Annual Budget as submitted shall be deemed approved by the College. In the event that the College shall give notice of its disapproval, the Borrower and the College promptly, in good faith, shall develop an Annual Budget on which they both may agree. In the event that the Borrower and the College shall fail to reach agreement not later than 30 days prior to the commencement of an Annual Period, the Annual Budget for the prior Annual Period shall be carried forward to the current Annual Period with the Expenses (other than salaries and payroll expenses which shall not be permitted to be increased) being permitted to be increased by the lesser of (i) the increase, if any, in the Consumer Price Index for the County; or (ii) 3%.

(d) From time to time during or in respect of an Annual Period, the Borrower shall have the right to amend the Annual Budget, which amendment shall be subject to the College's consent unless: (i) the amendment shall be to reflect additional Revenues or the receipt of insurance or condemnation proceeds; (ii) the amendment shall modify two or more line items of the Annual Budget in a fashion that, when combined, do not increase the original amount of total Expenses approved by the College; or (iii) the amendment shall be necessary to preserve life or property. Notwithstanding the foregoing, any amendment that has the effect of increasing the amount of the Corporation Membership Fee over the amount set forth in the Ground Lease shall be effective only upon the execution or approval of such amendment in writing by the College and the provision of such amendment or approval to the Trustee by the Borrower. An Annual Budget for an Annual Period, as so amended, shall, after such amendment, be the Annual Budget for such Annual Period.

(e) The Borrower shall provide a copy of each Annual Budget to the Trustee in accordance with the provisions of the Loan Agreement and shall operate the Project and make expenditures in connection with the Project in accordance with such Annual Budget.

(f) For each month within an Annual Period, the Borrower shall submit to the College not later than 15 days after the end of such month, a Budget Reconciliation Statement.

(g) The College acknowledges that there may be certain periods (e.g., the summer months) when the Revenues may be inadequate to pay all of the Expenses (collectively, the "Shortfall Periods" and each, a "Shortfall Period") and agrees that provision should be made for the funding of any such liquidity shortfalls (collectively, the "Shortfalls" and each, a "Shortfall") from revenues received during the periods when the Revenues are more than adequate to pay all of the Expenses (collectively, the "Surplus Periods" and each, a "Surplus Period"). The College therefore authorizes the Borrower to make provision for such Shortfalls by arranging to have amounts deposited in the Operating Account (as defined in the Indenture) during Surplus Periods to be in excess of that which is required to pay Expenses during such Surplus Periods with such excesses to be in the

amounts of the anticipated Shortfalls. The College also acknowledges that the funding for a Shortfall Period in one Annual Period may be made during a Surplus Period occurring in the immediately preceding Annual Period. The Borrower agrees that any such funding for a Shortfall Period shall be clearly and completely identified in the Annual Budget submitted to and approved by the College. For the avoidance of doubt, under no circumstances shall the College be responsible for the funding of any Shortfall.

## **Section 9. Financial Reporting.**

(a) The Borrower shall keep, or cause the Manager to keep, accurate books and records of the Series 2022 Project in accordance with generally accepted accounting principles consistently applied (“GAAP”).

(b) Within 30 days after the end of each calendar month, the Borrower shall provide, or shall cause the Manager to provide, to the College and the Trustee unaudited, cash basis financial reports for the Series 2022 Project for such month. Such monthly financial reports shall include or be accompanied by (i) an income and loss statement, and a statement of cash flows, all in sufficient detail to indicate the financial condition of the Series 2022 Project; (ii) monthly marketing and leasing reports; (iii) budget comparison and variance analysis reports; (iv) a rent roll report; (v) an accounts receivable and aging schedule; (vi) an accounts payable schedule; (vii) a bank reconciliation report; (viii) a security deposit audit report; and (ix) a voucher distribution register.

(c) Within 90 days of the end of each Annual Period commencing with the Annual Period ending June 30, [2024], the Borrower shall provide, or shall cause the Manager to provide, to the College draft, unaudited cash basis financial statements (balance sheet, income and loss statement, statement of cash flows, and footnotes). In addition, within 180 days of the end of each Annual Period, commencing with the Annual Period ending June 30, [2024], the Borrower shall provide, or shall cause the Manager to provide, to the College, an audited annual financial report for the Series 2022 Project containing a balance sheet, an income statement, and statement of cash flows prepared in accordance with generally accepted accounting principles consistently applied (“GAAP”).

(d) The College shall cooperate with and will supply to the Borrower and its auditors, any required information to enable the Borrower, or its auditors, to prepare the year-end financial statements and the audit report related thereto, all as required by the Loan Agreement. Compensation for the preparer’s services will be paid out of the Operating Account as an Operating Expense of the Series 2022 Project.

**Section 10. Insurance.** The Borrower shall maintain or cause to be maintained insurance for the Series 2022 Project in accordance with Sections 4.01 and 6.04 of the Loan Agreement and Section 17 of the Ground Lease. The premiums and deductibles associated with the provision of insurance shall be an Operating Expense of the Series 2022 Project.

**Section 11. Additional Student Housing.** In the event the College shall determine to construct, acquire, operate, or lease, or to permit or enter into agreements with (whether acting for itself or through an agency or entity affiliated with or hired by the College) a third party relating

to the construction, acquisition, marketing, support, operation, or leasing of additional new student housing facilities that increase the bed capacity of housing facilities serving students at the Campus (including off-campus facilities) (“Additional New Beds”) and the Borrower is then operating the Series 2022 Project in accordance with the provisions, if any, of the Ground Lease and has remaining obligations under the Loan Agreement with respect to the payment of the debt service on the Series 2022 Bonds, the College agrees that such Additional New Beds shall be undertaken only if (a) there shall be prepared and filed with the Trustee (i) the certificates or schedules regarding the Debt Service Coverage Ratio required by the Loan Agreement evidencing that for each of the two Annual Periods immediately preceding the construction or acquisition of the proposed Additional New Beds, the Debt Service Coverage Ratio was greater than or equal to (x) 1.25 for the Senior Bonds (covering only Debt Service Payments for Senior Bonds) and 1.10 (covering Debt Service Payments for both Senior Bonds and Subordinate Bonds) and (y) 1.10 for the Subordinate Bonds (covering Debt Service Payments for both Senior and Subordinate Bonds); and (ii) a written report of a Consultant showing that (after giving effect to the construction or acquisition of such Additional New Beds) the expected Debt Service Coverage Ratio for each of the three Annual Periods immediately following the Annual Period in which such Additional New Beds are expected to be placed in operation is not less than (x) 1.25 for the Senior Bonds (covering only Debt Service Payments for Senior Bonds) and 1.10 (covering Debt Service Payments for both Senior Bonds and Subordinate Bonds) and (y) 1.10 for the Subordinate Bonds (covering Debt Service Payments for both Senior and Subordinate Bonds); or (b) the College shall agree to take off-line from existing student residence halls or student housing facilities on or adjacent to the Campus (other than the Series 2022 Project) on or before the date such Additional New Beds are made available to students a number of beds at least equal to the Additional New Beds.

**Section 12. Addresses for Notices, etc.** Any notice, report, demand, or other instrument authorized or required to be given or furnished under this Cooperation Agreement to the Borrower or to the College shall be deemed given or furnished when mailed by certified mail, postage prepaid, return receipt requested, when transmitted electronically, or when personally delivered as follows:

to the Borrower:	NCCD - Taylorsville Properties LLC c/o National Campus and Community Development Corporation Suite 213 2630 Exposition Boulevard Austin, TX 78703 Attention: President Telephone: (512) 322-9650 E-Mail: <a href="mailto:geden@nccdevelopment.org">geden@nccdevelopment.org</a>
to the College:	Salt Lake Community College 4600 South Redwood Road Salt Lake City, UT 84123 Attention: Vice President for Finance and Administration Telephone: (801) 957-4219 E-Mail: <a href="mailto:Chris.Martin@slcc.edu">Chris.Martin@slcc.edu</a>

Receipt of notices, certificates, or other communications hereunder shall occur upon actual delivery (whether by mail, facsimile transmission, messenger, courier service, or otherwise) to any person who is an officer of the Borrower or the College at any location where such person may be found, or to an officer, agent or employee of the Borrower, the College, or other party, if any, at the address of any such party set forth above, subject to change as provided hereinabove. An attempted delivery in accordance with the foregoing, acceptance of which is refused or rejected, shall be deemed to be and shall constitute receipt; and an attempted delivery in accordance with the foregoing by mail, messenger, or courier service (whichever is chosen by the sender) which is not completed because of changed address of which no notice was received by the sender in accordance with this provision prior to the sending of the notice, certificate, or other communication shall also be deemed to be and constitute receipt. A duplicate copy of each notice, certificate, or other communication given hereunder shall also be given to the Trustee at the address specified in Section 1404 of the Indenture. Any party named in this Section may, by notice given to each of the others, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent.

**Section 13. Borrower's Liability.** Notwithstanding anything to the contrary herein contained, any claim based on or in respect of any liability of the Borrower for (a) any payment hereunder; or (b) the performance of any other covenant, agreement, term or condition contained herein shall be paid solely out of, and enforced only against, the Revenues, if any, to the extent available to the Borrower pursuant to the Indenture and, in either case, not from or against any other assets, properties, or funds of the Borrower or against any assets, properties, or funds of any member, director, official, officer, employee, successor, assign or agent of the Borrower. The College agrees not to seek to obtain a money judgment against the Borrower or against any officer, member, official, director, employee or agent of the Borrower or against any of their respective heirs, administrators, executors, personal representatives, successors or assigns. No obligation or agreement of the Borrower hereunder shall be construed to constitute an obligation of the State or any political subdivision or public body thereof or a debt of the State or any political subdivision or public body thereof, or as a pledge of the general credit, full faith or taxing power of the State or any political subdivision or public body thereof. The provisions hereof shall be a limitation on all of the Borrower's payment and performance obligations set forth herein and shall be deemed incorporated into each section of this Cooperation Agreement that provides for the Borrower to make a payment of any type whatsoever or carry out or perform any obligations or to cause any third party to carry out or perform any obligations and shall supersede any provision to the contrary set forth herein.

**Section 14. Preservation of Tax Exemption.** The Borrower and the College shall not take any action with respect to the Series 2022 Project, and this Cooperation Agreement shall not be amended, in either case in a manner that would adversely affect the tax-exempt status of the Corporation or the Tax-Exempt Bonds or that would otherwise result in a breach of any representation, condition, or covenant of the Borrower as set forth in the Bond Documents. In the event that any of the terms hereof would violate Rev. Proc. 2017-13 and/or any subsequent guidance from the Internal Revenue Service or would otherwise adversely affect the tax-exempt status of the Tax-Exempt Bonds, the parties hereto shall amend this Cooperation Agreement in such manner as is necessary to avoid such inconsistency or such adverse impact.

**Section 15. Third-Party Beneficiary.** The Trustee shall be and is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any right, remedy, or claim conferred, given, or granted hereunder to the Borrower.

**Section 16. Assignment.** The Borrower has, contemporaneously herewith, assigned its rights under this Cooperation Agreement to the Trustee as security for the Series 2022 Bonds. Otherwise, neither Party shall assign or transfer this Cooperation Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

**Section 17. Partial Invalidity/Severability.** If any term, provision, covenant, or condition of this Cooperation Agreement shall be deemed invalid or unenforceable in any jurisdiction, the remainder of this Cooperation Agreement shall not be affected thereby, and each remaining term, provision, covenant, or condition shall, as to such jurisdiction, be valid and enforced to the fullest extent permitted by law.

**Section 18. Execution of Counterparts.** This Cooperation Agreement may be executed in several counterparts, each of which shall be an original and all of which, when taken together, shall constitute but one and the same instrument.

**Section 19. Disputes; Law Governing Construction of this Cooperation Agreement.** If a dispute arises out of or relates to this Cooperation Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by non-binding mediation administered by the American Arbitration Association under its then existing Commercial Mediation Rules before resorting to litigation. This Cooperation Agreement has been prepared and entered into by the Parties with the intention that the law of the State, exclusive of such state's rules governing choice of law, shall govern its construction.

**Section 20. Language Construction.** The language in all parts of this Cooperation Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either Party. The Parties acknowledge that each Party and its counsel have reviewed and revised this Cooperation Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Cooperation Agreement.

**Section 21. Independent Legal Counsel.** The Parties mutually acknowledge that they each have had the opportunity to be represented by independent legal counsel in negotiations leading up to and in executing this Cooperation Agreement.

**Section 22. Table of Contents; Headings.** The table of contents and the headings of the sections of this Cooperation Agreement are solely for convenience of reference, are not a part of this Cooperation Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

**Section 23. Successors and Assigns.** All covenants, promises, and agreements contained in this Cooperation Agreement by or on behalf of or for the benefit of the Borrower or the College shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

**Section 24. Relationship of the Parties.** Nothing contained in this Cooperation Agreement shall be construed to place the Parties in the relationship of partners, principal and agent, employer and employee, or joint venturers.

**Section 25. Entire Agreement.** This Cooperation Agreement and the documents expressly referred to herein embody the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersede and cancel all prior negotiations, arrangements, agreements, and understandings, if any, with respect to the subject matter hereof, and none thereof shall be used to interpret or construe this Cooperation Agreement. All negotiations and oral agreements acceptable to both Parties with respect to the subject matter hereof have been merged into and are included herein, and there are no other representations or warranties between the Parties and all reliance with respect to representations or warranties is solely upon the representations, warranties, and agreements contained herein.

**Section 26. Amendments, Change, Modifications, etc.** This Cooperation Agreement may be amended, changed, or modified only in accordance with the provisions of Article XIII of the Indenture. Neither this Cooperation Agreement nor any term hereof may be amended, changed, modified, waived, discharged, or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the Party against which enforcement of the amendment, change, modification, waiver, discharge, or termination shall be sought.

**Section 27. Subordination to Indenture and Loan Agreement.** To the extent that any term or provision contained herein shall conflict with any term or provision contained in the Indenture and/or the Loan Agreement, the term or provision contained in the Indenture and/or the Loan Agreement shall control.

**Section 28. College's Obligations Are Not Obligations of the State.**

(a) The College's obligations under this Cooperation Agreement are not obligations of the State, and the College shall pay or discharge the amounts that are required to be paid under this Cooperation Agreement from all funds legally available to the College which shall not include either ad valorem tax receipts or State appropriations. The College anticipates that over the term of the Ground Lease, amounts received by it as rent thereunder will be sufficient to satisfy all of its payment obligations hereunder.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this COOPERATION AGREEMENT to be executed in their names and on their behalves by their duly authorized officers as of the day and year first above written.

[SEAL]

SALT LAKE COMMUNITY COLLEGE

By \_\_\_\_\_  
Deneece G. Huftalin, PhD, President

and By \_\_\_\_\_  
Christopher A. Martin, Vice President for Finance  
& Administration/ Chief Financial Officer

**APPROVED AS TO FORM AND LEGALITY:**

By \_\_\_\_\_  
Kevin V. Olsen, Assistant Attorney General

NCCD – TAYLORSVILLE PROPERTIES  
LLC

By \_\_\_\_\_  
Charles G. Eden, President

**EXHIBIT A**  
**DESCRIPTION OF THE LAND**

STATE OF UTAH  
OFFICE OF THE ATTORNEY GENERAL



SEAN D. REYES  
ATTORNEY GENERAL

Spencer E. Austin  
Chief Criminal Deputy

Daniel Burton  
General Counsel

Ric Cantrell  
Chief of Staff

Melissa A. Holyoak  
Solicitor General

Brian L. Tarbet  
Chief Civil Deputy

September 29, 2022

Commissioner Woolstenhulme  
Via email at [dwoolstenhulme@ushe.edu](mailto:dwoolstenhulme@ushe.edu)

RE: SLCC Student Housing Project

Dear Commissioner Woolstenhulme:

This letter is in response to a request from your office and Salt Lake Community College (“SLCC”) to provide advice, as required by the Board’s Policy R712-4, that the above referenced project “is within the Board’s authority to approve under current statute.” Since SLCC hasn’t yet finalized its proposal, I am not able to give that advice. However, I am able to provide the guidance you desire on a specific question that has arisen.

As you may recall, the project had previously been approved by the Board with my approval that it was within the Board’s authority. The parties, however, decided to not close the transaction due to the subsequent downturn in the economy. SLCC now desires to complete the project by providing incentives that will be attractive to investors. One incentive is for SLCC to pay \$2,500,000 towards the project costs either for the closing costs, the debt service reserve fund, the construction fund, or the improvements made to the common areas. Another incentive being considered is for SLCC to increase its law enforcement obligation.

The question that has come up is whether these incentives would violate Subsection 53B-21-108(8), which states as follows:

It shall be specifically provided in the agreement that the board is not obligated to pay the rental installments or amortization of the acquisition cost of the project, and interest on the unpaid part of the acquisition cost, from any source other than the revenues, fees, and charges arising from the ownership and operation of the project, including student building fees levied for the use and availability of the facilities of the project.

This section requires that the “rental installments or amortization of the acquisition cost of the project” be paid only from the revenues arising from the project and no other source. Notably, this section does not prohibit the payment of money to reduce the amount of debt that will be amortized. As a result, this section does not prohibit SLCC from making an upfront payment that reduces the amortized debt that must be paid from the revenues of the project as the only source of funds. The upfront payment, however, must be of money that SLCC can lawfully use for this purpose and cannot be from ad valorem taxes or appropriations from the state, which is prohibited by Section 53B-21-108(9).

I have consulted separately with SLCC’s outside counsel, Frederic H. Marienthal of Kutak Rock LLP, and former bond counsel, Randall Larsen of Gilmore & Bell, and both concur with this interpretation of the statute. In addition, it was pointed out that of the four scenarios being considered by SLCC, paying either the closing costs or the construction fund is the best way to comply with Subsection 53B-21-108(8) since the money would clearly not be used as payment towards the debt being serviced.

The payment for increased law enforcement is not part of the debt to be serviced and therefore is not an acquisition cost of the project that is restricted to project revenues as the source of funds. Subsection 53B-21-108(7) allows SLCC to “covenant as to the operation, maintenance, and supervision of the project.”

Hopefully the Board finds this letter helpful as it considers SLCC’s request. I will provide the advice required by Policy R712-4 after I am able to understand the final structure of the transaction and the final documents.

Please let me know if you have a question.

Very truly yours,



---

KEVIN V. OLSEN  
Assistant Attorney General

cc: Alison Adams, USHE General Counsel, via [alison.adams@ushe.edu](mailto:alison.adams@ushe.edu)  
Chris Lacombe, SLCC General Counsel, via [chris.lacombe@slcc.edu](mailto:chris.lacombe@slcc.edu)

# TAB L



September 29, 2022

RE: Request for Board Authorization to seek Dedicated Funds for the Remodel and Expansion of the Business Building and Request for Board Authorization to Use Institutional Funds for Programming and Design of the Business Building

Request:

- 1) In accordance with USHE Policy R701-5, the College is seeking Board Approval to submit funding requests for dedicated funds in the amount of \$18,063,400 in support of the remodel and expansion of the Taylorsville Redwood Business Building.
- 2) In accordance with USHE Policy 701-8, the College is requesting authorization to work with DFCM to issue an RFP for Architectural and Design Services and use institutional plant funds to begin the initial architectural programming of the Business Building Remodel and Expansion project, prior to the Legislative approval and appropriation of State dedicated funds for this project.

Background:

The College has plans to remodel and expand the existing Business Building on the Taylorsville Redwood Campus. The existing structure was built in 1984 and has spaces that are no longer conducive to the collaboration required to effectively deliver relevant education to meet the needs of today's students. The addition and remodel provide a teaching and learning environment that models the realities of modern business: one emphasizing collaboration and enables the convergence of disciplines including marketing and finance and achieves the imperative of seamlessly integrating technology inside the classroom and out. The initial planning for the facility includes the addition of approximately 34,000 sq ft and the remodel of approximately 55,000 square feet. The College has set aside \$5,000,000 in institutional plant funds in support of this project. The current project estimate for Architectural and Engineering Fees is \$1,396,452.

The College is requesting to use institutional plant fund of up to \$1,000,000 for initial planning and design of the Business Building Remodel and Expansion. By allowing the College to begin initial programming, the project can move directly into design following the Legislative approval and appropriation in Spring 2023.

Respectfully Submitted,

Chris A. Martin  
Vice President for Finance and Administration, CFO

# **TAB M**



## **SLCC Board of Trustees Scholarship**

### **2021-2022 Academic Year:**

Number of applicants for your scholarship: 566 applicants

Number of scholarship awards: 1 scholarship

Trustees Donations collected: \$4,320.00

<b>First Name</b>	<b>Last Name</b>	<b>Fall 2021</b>	<b>Spring 2022</b>	<b>Total Award</b>
Kamron	Languido	\$1,500.00	\$1,500.00	\$3,000.00

Scholarship Fund balance as of 6/30/2022: \$5,860.54

### **2022-2023 Academic Year:**

Number of applicants for your scholarship: 1040 applicants

## THANK YOU LETTER

09/23/2021

Dear *SLCC Board of Trustees*,

Thank you so much for the SLCC Board of Trustees scholarship. Receiving this scholarship will truly make achieving my academic dreams much easier. Tuition can become very expensive and coming up with funds on your own is difficult. This scholarship allows me to save money in my second year of school and will set me up to have money for furthering my education!

I am currently working on my General Education Degree here at SLCC and will be transferring to the University of Utah next year and applying for business school. My goal is to graduate with a bachelor's degree in Supply Chain Management.

Thank you again for this scholarship, it means so much to me and my future!

Sincerely,

Kamron Languido