Addendum 1
Terms of Agreement and Operating Guidelines
Between
Central Washington University and Edmonds Community College

The following Terms of Agreement and Operating Guidelines are in support of Central Washington University ("CWU") and Edmonds Community College ("EdCC") collocating on the Edmonds Community College campus. This agreement establishes a full partnership for joint occupancy of the building by the two institutions. It addresses building operation, space sharing and program articulation.

An inter-institutional operations committee shall be appointed and charged with implementation of the programmatic and student support services decisions of the institutions for this higher education facility.

I. Physical Facilities

A. Building Occupancy by CWU and EdCC
   1. Central Washington University and Edmonds Community College shall have access to both its dedicated spaces and shared spaces in perpetuity. Edmonds Community College shall provide the land for the joint use building and shall include the building in its space inventory.

B. Building Maintenance
   1. Edmonds Community College will include maintenance costs for the entire building in the building maintenance section of its operating budget for the campus. As Edmonds Community College expects funding for building maintenance in accordance with formulas developed by OFM, CWU will not be obligated to pay additional amounts for such maintenance unless the State Legislature changes the methods of allocating maintenance funds. Any future reductions in service as a result of required budget cuts will be proportionate to service reductions to all EdCC buildings.

   2. Edmonds Community College maintenance obligations for the entire building shall include: mechanical; electrical; interior lighting (including replacement of ballasts, starters, and fluorescent tubes as required); door locks and keys; plumbing; heating, ventilating and air conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; inside and outside walls (including windows); all structural portions of the building (including roof and the watertight integrity of same); porches; stairways; elevator; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office building in the area (example: fire, building, energy codes and requirements to provide an architecturally barrier-free premise for handicapped people, etc.)
3. Edmonds Community College shall provide custodial services to all space and common areas to the current standards of EdCC.

4. Edmonds Community College shall provide building security according to their existing security services for the rest of the campus.

C. Furniture

1. Edmonds Community College and Central Washington University will work together on the identification of furniture (desks, chairs, file cabinets, tables, panels, etc) for all areas of the Snoqualmie Building, including offices, classrooms and public areas. Because of the full partnership for joint occupancy by both institutions, and the unique nature of this first of its kind project, both institutions have realized the need for standardization on furniture for the entire building. EdCC and CWU agree to use the CWU existing furniture standard for classroom and office furnishings. They will work together on establishing the furniture standard for the common public areas of the building. The paint and fabric colors will be determined jointly for all areas of the building. CWU will purchase all of the furniture (desks, chairs, file cabinets, tables, panels, etc.) for the entire building.

2. The furniture in the EdCC dedicated space and the shared space will become the property of EdCC upon the completion of the building project. Central Washington University will provide documentation of all equipment purchased and will detail which items will remain in CWU’s possession. Edmonds Community College will be responsible for providing equipment tags as per EdCC policy on all EdCC equipment. Central Washington University will maintain ownership of all furniture in the CWU dedicated space. Central Washington University will be responsible for maintenance of the furniture in the CWU dedicated space.

3. In the event that CWU would vacate the dedicated space at some future date, CWU agrees to offer all furnishings to EdCC first before they vacate the space. Fair market value of the furnishings would be determined at the time the space is vacated. If EdCC declines the furnishings, CWU will remove all furniture within 30 days of ceasing operations in the building.

D. Vehicle Parking

1. Central Washington University staff and students will follow the same parking facilities rules, regulations and costs as their counterparts at EdCC. Edmonds Community College will maintain the parking facilities. As the administrative services building for CWU, faculty and staff parking will be designated in similar proportion to faculty and staff parking in the vicinity of EdCC Administrative building(s).

2. Students that have paid appropriate registration fees will be provided with a CWU-Lynnwood connection card, which will provide for a bus transit sticker to
ride Snohomish County local community transit buses. In addition, CWU students will also be able to receive carpool passes, if they meet the EdCC requirements.

E. **Equipment Maintenance**
   1. Edmonds Community College will be responsible for maintenance of equipment in dedicated EdCC spaces. Likewise, CWU will be responsible for maintenance of equipment in the dedicated CWU spaces.
   2. Edmonds Community College will be the lead agency on acquiring the service needed for any equipment maintenance in shared space.

F. **Food Service**
   1. Central Washington University agrees to use the EdCC food service management company when the service is available, but reserves the right to bring in food and/or food service from off-campus should the occasion arise. The EdCC Student Life Department (responsible for catering service on campus) will bill CWU at the same rate on a per event basis that an EdCC department would be billed.

G. **Vending Machines**
   1. Edmonds Community College agrees to provide the identical vending machines as provided elsewhere on campus for the building as per the current EdCC contract.

H. **Insurance**
   1. Edmonds Community College is responsible for carrying commercial property insurance for the building. EdCC will pay the Electronic Data Processing (EDP) coverage (part of the commercial property insurance) on all data processing equipment in the EdCC space and shared space.
   2. Central Washington University will pay for the EDP coverage in the CWU dedicated space. Central Washington University agrees to reimburse EdCC for the shared space coverage of the EDP costs up to the total percentage of time that CWU uses the shared space.

I. **Support Systems** (e.g. technical support systems, computer networks and multimedia)
   1. Central Washington University and Edmonds Community College will jointly discuss their respective operational requirements and together develop plans for meeting those requirements with maximum sharing of resources. Direct costs associated with sharing will be identified and either billed monthly to the respective party or identified as payment-in-kind for services rendered. A review of the costs incurred and the method of payment will be conducted annually.
   2. Central Washington University and Edmonds Community College will routinely review their respective operational requirements and share resources whenever possible. Computer networks in the shared spaces will be on the EdCC system
while the dedicated CWU faculty and staff space shall be on the CWU network system.

3. The DE Operator, while employed by CWU, may assist with duties as time permits between institutions for services required for distance education delivery or multi-media support.

4. Central Washington University and Edmonds Community College will have separate ownership of all related equipment within their identified dedicated spaces. Equipment within all shared and joint-use spaces will be owned, inventoried and maintained by EdCC.

J. Telephone Service
   1. Telephone charges for CWU will be linked to Ellensburg with their four-digit dialing service. Internal and local telephone services will be coordinated between EdCC and CWU telephone systems. Central Washington University shall pay all fees associated with dial tone access and direct costs of long distance calls in the same manner as the Ellensburg campus. In no case shall administrative fees be assessed unless such fees are likewise assessed to EdCC departments.

   2. Central Washington University and Edmonds Community College will have separate ownership of all related equipment within their identified dedicated spaces. Equipment within all shared and joint-use spaces will be owned, inventoried and maintained by EdCC.

K. Facility Remodeling/Modification
   1. Remodeling of spaces originally programmed for and occupied by CWU or EdCC shall be the funding responsibility of the respective party. Central Washington University will consult with EdCC during project conceptualization and planning to investigate if space/operational needs can be met without modifications through the use of space within other campus buildings and to insure conformance with campus design standards. Performance of facility modifications shall generally be by EdCC. Central Washington University will have the option to secure such projects through public works if that will either be less costly and/or on a more responsive schedule.

L. Assigning
   1. This facility will be operated as an exclusive partnership between CWU and EdCC to provide expanded program opportunities for students enrolled in both institutions. Each institution agrees to not assign any portion of the building to outside parties without first obtaining the written consent of the other institution.
II. Academic Programs

A. Operations Committee
   1. The inter-institutional operations committee shall be appointed to oversee the
      programmatic and student support services decisions for both institutions of this
      higher education facility.

B. Course and Degree Offerings
   1. Central Washington University will have first priority for offering upper division
      and graduate courses. In the event that CWU is not able to offer certain upper
      division programs and courses, EdCC may work in concert with other four-year
      institutions to provide such programs and courses.

III. Student Programs

A. Student Services
   1. Each institution will provide enrollment, financial aid and student program
      services per their established guidelines. Specific agreements between the
      departments (i.e. international programs, financial aid, admissions) will be
      developed separately from the operating guidelines that further define how
      services between those divisions will be shared. Examples of services that will be
      reviewed annually include: admission for regular, joint and/or international
      students; orientation; advising; assessment; registration; tuition services; testing
      center; and student disability support services. Financial aid may include
      concurrent enrollment, work study and student employment services.

   2. Recognizing the unique nature of this first of its kind project and the full
      partnership for joint occupancy, both institutions acknowledge that costs
      associated with providing student services cannot be identified accurately without
      adequate assessment. Therefore, each institution agrees to meet annually to
      review the services provided and costs incurred. A subsequent cost-sharing
      agreement for services rendered either directly or through in-kind support, staff
      and materials will be established that supplements EdCC operations.

   3. Central Washington University students will be able to participate in approved
      EdCC Associated Student sponsored activities or programs provided that CWU’s
      Services and Activities committee appropriate funds for EdCC student services.
      Activities include but are not limited to: clubs; trips; events; lectures; game
      room/student lounge; performing arts; intramurals; student publications; learning
      resource center; weight room; gym; bookstore; vending; shuttle service and
      community transit system access.
      a. The EdCC Child Care Center will accommodate the children of CWU
         students, staff or faculty as space permits and fees will be paid directly to
         EdCC by the applicant.
      b. CWU students will not be eligible to participate in EdCC intercollegiate
         athletics per NWAACC regulations.
Lynnwood connection card.

d. A CWU student representative will be appointed as liaison to EdCC student government.

B. **Student Fees**

   a. **Technology Fee** – Central Washington University students pay a mandatory per credit hour (10 hr. max.) technology fee when they pay tuition. Central Washington University will reimburse EdCC at $2.00 per credit hour to a maximum of 10 credit hours on a quarterly basis for students enrolled through the Lynnwood Center. Central Washington University technology fees are intended to support computer lab assistants, supplies for the computer labs, maintenance and replacement dollars for computer technology.

   b. **Student Services Activities Fee** – Central Washington University S&A Committee has approved up to $30,000 a year for the next three years to EdCC S&A Fund based on an established formula between the institutions. These funds will provide access to current programs and services from either institutions for CWU and EdCC students and offer CWU students the same S&A subsidized access to programs and services as EdCC students. In addition, these funds will provide CWU-Lynnwood student connection cards required for participation in EdCC services and activities. EdCC will bill the Vice President for Student Affairs and Enrollment Management at the CWU annually.

### IV. Other Support Services

A. **Library**

   1. To insure adequate research and instructional materials are readily accessible to CWU University Center students and faculty, the CWU Library provides remote checkout services and local support for a variety of online and print resources from the main and SeaTac campuses. EdCC faculty and students shall have access through the EdCC library to the core collection of print resources located at the CWU main campus library. Periodic assessments of CWU and EdCC library use by students and faculty of both institutions will be undertaken jointly to determine the impact on personnel and services.

B. **Shared Use of Scheduled Space**

   1. General use classrooms within the facility will be scheduled by EdCC with primary and secondary access to designated rooms by each institution as defined in the pre-design program analysis of joint, shared and dedicated space. With the intent of maximizing space, selection of rooms for primary and secondary scheduling will be by joint agreement. Central Washington University may schedule instruction in spaces within other campus buildings at no cost.
2. Central Washington University will follow the same guidelines that EdCC departments follow for use of non-instructional space on the EdCC campus.

C. Central Support
1. Central Washington University agrees to reimburse EdCC at the prevailing rates for all postage, reproduction, printing and supplies that are provided by EdCC. Edmonds Community College will bill CWU on a quarterly basis for services at the same rate that an EdCC department would be billed. Central Washington University agrees to use the EdCC printing services first, but reserves the right to use off-campus printing services at its discretion. EdCC will provide to CWU separate itemized billings for postage, reproduction, printing, and supplies not more than 30 days following the end of each academic quarter.

2. Central Washington University will provide, at no cost, card stock to EdCC for preparation of the CWU-Lynnwood connection card.

D. Bookstore
1. Edmonds Community College bookstore will retail instructional materials and general merchandise unique to the requirements of CWU’s academic program and students’ interests.

2. Central Washington University students will also have access to the CWU University Store on-line sales program for retail instructional materials and general merchandise directly from the Ellensburg campus.

V. Miscellaneous

A. Matters Impacting Both Institutions
1. A variety of unanticipated facility/collection issues outside of the foregoing categories may surface during the collocation. The senior academic and business officers of each institution or their designee will meet quarterly, or as needed, to address and/or resolve such issues.

DATED this _____ day of __________, 2003

Central Washington University

Edmonds Community College

Jerilyn S. McIntyre, President

Jack Oharah, President