Addendum 2
Terms of Agreement and Operating Guidelines
Between
Central Washington University and Edmonds Community College
Effective September 1, 2005

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 for the period beginning on September 1, 2005. This agreement continues the 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, including replacement and acquisition of furnishings for the building. 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. CWU students will 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**
Central Washington University agrees to use the EdCC Culinary Arts 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 Culinary Arts will bill CWU at the same rate on a per event basis that an EdCC department would be billed.

G. **Vending Machines**
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
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 Vice President for Finance and Operations or designee 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
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

Course and Degree Offerings
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 Services

A. Student Services
   1. Each institution will provide enrollment, financial aid, career planning 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.

   2. As a full partnership for joint occupancy, both institutions acknowledge that costs associated with providing student services cannot be identified accurately without adequate assessment. Therefore, CWU will hire a Director of Student Affairs-Westside to work directly with their community college colleagues and the University Centers to assess CWU-Westside student services that are currently provided and examine opportunities for joint collaboration for additional services. The assessment shall cover a two year period. Each institution agrees to meet quarterly to review the services provided and costs incurred. Costs to EdCC associated with providing services either directly or through in-kind support for staff and materials will be reimbursed to EdCC if the student services allocation (see Student Fees) is not adequate.

   3. Central Washington University students will be able to participate in approved EdCC Associated Student sponsored activities or programs provided that CWU’s student services allocation supports said activities. Such activities include but are not limited to: clubs; trips; events; lectures; game room/student lounge; performing arts; student publications; learning resource center; weight room; gym; and shuttle service.

B. Student Fees
   1. In general, CWU students will have the same access to all facilities (including labs) and services as EdCC students, provided CWU or CWU students have paid any fees associated with those services. Current fees include:
      a. **CWU Technology Fee** – Central Washington University students pay a mandatory per credit hour technology fee when they pay tuition at the biennium rate agreed upon by CWU and EdCC. EdCC Academic Computer Services will propose CWU technology fee during the end of each biennium for approval. Central Washington University will reimburse EdCC the technology fee collected for students enrolled through the Lynnwood Center on a quarterly basis. 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** – During this two-year assessment period CWU will allocate $25,000/year for student service costs. These funds will provide access to current programs and services as defined above..
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 Des Moines campuses and CWU Lynnwood Resource Center located at Snoqualmie Hall.
2. To better coordinate support for instructional materials and Library services, a subcommittee chartered by the Operations Committee would be established. The subcommittee would provide periodic assessments of CWU and EdCC library use by students and faculty of both institutions and determine coordinating processes and procedures that would effectively serve CWU University Center students.
3. Through the subcommittee, each institution agrees to meet annually to review the services provided and plans for future services.

B. Shared Use of Scheduled Space
1. General use classrooms within the facility will be scheduled by EdCC and CWU with primary and secondary access to designated rooms by each institution as defined by joint agreement. This scheduling agreement will be reviewed periodically by both parties. 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
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.

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/collocation 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 ____________, 2005

Central Washington University

[Signature]
Jerilyn S. McIntyre, President

Edmonds Community College

[Signature]
Jack Oharah, President