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") collocation on the Edmonds Community College ("College"). This agreement establishes a full partnership for joint occupancy of the Snoqualmie Hall 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 the College
   1. CWU and the College shall have access to both its dedicated, joint and shared spaces in perpetuity.
   2. Dedicated designation refers to space assigned exclusively to the identified institution.
   3. Joint designation refers to priority space assigned to an institution, though it does not preclude the other institution from using the space when it is available.
   4. Shared designation refers to space that is available uniformly to all users on a first-come, first-serve basis.

B. Building site, design and construction
   Any future building(s) constructed for CWU and the College shall be on a site agreed to by the College and State Board for Community and Technical Colleges (SBCTC). Exterior design of the building shall comply with the College’s campus master plan. Design and construction shall be coordinated by CWU and the College.

C. Building Maintenance
   1. The College will include maintenance and operating costs for the entire building in the building maintenance section of its operating budget for the campus. As the College is expected to be funded for building maintenance in accordance with formulas developed by Office of Financial Management ("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 the College buildings.
2. The 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.

a. The College shall provide custodial services to all space and common areas to the current standards of the College.

b. The College shall provide building security according to their existing security services for the rest of the campus.

c. The College shall provide building and ground utilities including electricity, water, sewer, gas and ground water disposal.

D. Facility Remodeling/Modification

1. CWU and the College will jointly develop guidelines for those services that would be considered programmatic needs or building improvements.

2. Costs for modifications or remodels in shared spaces that benefit both institutions shall be shared between the institutions. Costs associated with programmatic changes that benefit one requesting party shall be the responsibility of that party, including remodeling of spaces originally programmed for and occupied by CWU, or the College.

3. CWU will consult with the College 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 the College. CWU will have the option to secure such projects through public works if such projects will either be less costly and/or on a more responsive schedule.
E. Furniture

1. The College will maintain ownership of all furniture in the College's dedicated space and the shared space. CWU will maintain ownership of all furniture in the CWU dedicated space. CWU will be responsible for maintenance of the furniture in the CWU dedicated space.

2. In the event that CWU would vacate the dedicated space, CWU agrees to offer all furnishings to the College at fair market value to be determined at the time the space is vacated. If the College declines the furnishings, CWU will remove all furniture within 30 days of ceasing operations in the building.

F. Vehicle Parking

1. CWU staff and students will follow the same parking facilities rules, regulations and costs as their counterparts at the College. The College will maintain the parking facilities.

2. The amount of dedicated adjacent parking for CWU faculty and staff will be determined jointly based on demand. 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 the College Administrative building(s).

3. Students that have paid appropriate registration fees will be provided with a CWU-Lynnwood connection card that enables them to receive carpool passes from the College, if they meet the College requirements.

G. Equipment

1. For the purposes of this section, the term equipment refers to portable equipment, (e.g., computers, fax machines, and copiers); support system equipment, (e.g., computer network equipment, technical support systems and classroom fixed multi-media) and program specific equipment.

2. The College will be responsible for maintenance of equipment in their dedicated spaces. Likewise, CWU will be responsible for maintenance of equipment in the dedicated CWU spaces. Equipment within all shared and joint-used spaces, with the exception of the distance education equipment tagged for CWU, will be owned, inventoried, and maintained by the College.

3. Replacement of original equipment located in shared spaces will be handled by the College; however the costs of replacing such equipment will be shared by the CWU pursuant to the following guidelines: where costs are capable of being apportioned based upon
amount of use, each institution shall pay its pro-rata share of the cost based upon such use. Replacement of equipment located in dedicated spaces will be the responsibility of each institution.

4. CWU will provide documentation of all equipment purchased and will detail which items will remain in CWU’s possession. The College will be responsible for providing equipment tags as per College policy on all the College equipment.

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

H. Food Service
CWU agrees to use the College Culinary Arts when the service is available, but reserves the right to bring in food and/or food services from off-campus should the occasion arise. The College Culinary Arts will bill CWU at the same rate on a per event basis that a College department would be billed.

I. Vending Machines
The College agrees to provide the identical vending machines as provided elsewhere on campus for the building as per the current College contract.

J. Insurance
1. The College is responsible for carrying commercial property insurance for the building. The College will pay the Electronic Data Processing (EDP) coverage (part of the commercial property insurance) on all data processing equipment in the college space and shared space.

2. CWU will pay for the EDP coverage in the CWU dedicated space. CWU agrees to reimburse the College for the shared space coverage of the EDP costs up to the total percentage of time that CWU uses the shared space.

K. Technology Support Systems (e.g. technical support systems, computer networks and multi-media)
1. CWU and the College will jointly discuss their respective operational requirements annually 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. CWU and the College will routinely review their respective operational requirements and share resources whenever possible. The computer networks in the CWU dedicated and joint-use spaces (two computer labs) will be on the CWU network; all other shared or joint-use spaces will be on the College network system.

3. The distance education 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. Costs incurred to provide this support will be reimbursed to CWU by the College.

4. The CWU distance education classrooms and related equipment may be used by outside agencies if there is available capacity. Costs for distance education services will be billed by CWU to the agency receiving the services.

5. CWU and the 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 the College, with the exception of the two joint-use computer labs.

6. The College Information Technology Services will propose a shared instructional technology support fee during the end of each biennium for approval. CWU will reimburse their portion to the College on a quarterly basis. Said fees are intended to support mediated classroom support services provided by the College, including maintenance and replacement dollars for classroom and mediation technology.

7. CWU students will have the same access to all computer lab facilities and services as the College students.

L. 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 the College and CWU telephone systems. CWU 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 the College departments.
2. CWU and the 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 the College.

M. Information Kiosk
1. CWU and EdCC will jointly manage and operate the Information Kiosk at Snoqualmie Hall. This includes staffing, supplies, publications and marketing materials.
2. Cost Associated with the Kiosk will be shared equally by CWU and the College.

N. Assigning
This facility will be operated as an exclusive partnership between CWU and the College 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. Course and Degree Offerings
CWU 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, the College may work in concert with other four-year institutions to provide such programs and courses.

B. Shared Faculty and Staff
CWU and the College will work together to maximize resources and program delivery by sharing faculty and/or staff and will develop guidelines based on program specific needs.

C. 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.

2. CWU students will be able to participate in approved College 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.

3. As a full partnership for joint occupancy, both institutions acknowledge that costs associated with providing student services cannot be identified accurately without adequate assessment. CWU will work directly with the College to assess student services that are currently provided and examine opportunities for joint collaboration for additional services. Each institution agrees to meet quarterly to review the services provided and the costs incurred. Costs agreed to between the institutions associated with providing services either directly or through in-kind support for staff and/or materials by the College will be reimbursed to the College from CWU Student Affairs.

D. Other Support Services

1. Library
   a. To ensure 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.
   
   b. 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 the College library use by students and faculty of both institutions and determine coordinating processes and procedures that would effectively serve CWU University Center students.
   
   c. Through the subcommittee, each institution agrees to meet annually to review the services provided and plans for the future.

2. Shared Use of Scheduled Space
   a. General use classrooms within the facility will be scheduled by the College 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. This scheduling agreement will be reviewed periodically by both parties. CWU may schedule instruction in spaces within other campus buildings at no cost.
b. CWU will follow the same guidelines that the College departments follow for use of non-instructional space on the College campus.

3. Central Support
   a. CWU agrees to reimburse the College at the prevailing rates for all postage, reproduction, printing and supplies that are provided by the College. The College will bill CWU on a quarterly basis for services at the same rate that a College department would be billed. CWU agrees to use the College printing services first, but reserves the right to use off-campus printing services at its discretion. The College 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.

4. Bookstore
   a. The College bookstore will retail instructional materials and general merchandise unique to the requirements of CWU’s academic program and students’ interests.
   b. 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.

III. MISCELLANEOUS

A. Matters Impacting Both Institutions
A variety of unanticipated facility/collaboration 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.

B. Termination of Entire Agreement
This Agreement may be terminated by mutual agreement of all the Institutions, or by withdrawal of CWU. If this Agreement is so terminated, each Institution shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. If this Agreement is terminated, furniture and equipment shall be distributed as set forth in this Agreement.

C. Dispute Resolution
The Institutions shall work cooperatively together to resolve any disputes arising under this agreement or their joint occupancy of the HEC. Any disputes shall be submitted for resolution to the Operations Committee. If the Operations Committee is not able to resolve the dispute, it shall be submitted to the appropriate administrator from each Institution.
D. Disclaimer of Other Relationships
This Agreement does not create a relationship of agency, partnership, joint
venture or license between the parties.

E. Governing Law
This Agreement shall be governed by and construed in accordance with the
laws of the state of Washington.

F. Non – Assignment
Neither Institution may assign its rights under this Agreement without the
written permission of the other Institutions.

G. Integration and Modification
This Agreement contains all terms and conditions agreed to by the
Institutions. No other Agreement, oral or otherwise, regarding the subject
matter of this Agreement shall be deemed to exist or to bind any of the
Institutions party hereto. This Agreement may be amended by mutual
agreement of the Institutions. Such amendment shall not be binding unless
they are in writing and signed by personnel authorized to bind each
Institution.

H. Records Maintenance
1. The Institutions shall each maintain books, records, documents and
other evidence which sufficiently and properly reflect all direct and
indirect costs expended by either Institution in the performance of the
services described herein. These records shall be subject to
inspection, review or audit by personnel of all Institutions, other
personnel duly authorized by either party, Washington State’s Office
of the State Auditor, and federal officials so authorized by law. All
books, records, documents, and other material relevant to this
Agreement will be retained for six years after expiration and
Washington State’s Office of the State Auditor, federal auditors, and
any persons duly authorized by the Institutions shall have full access
and the right to examine any of these materials during this period.

2. Records and other documents, in any medium, furnished by one
Institution to this agreement to another Institution, will remain the
property of the furnishing party, unless otherwise agreed. The receiving
Institution will not disclose or make available this material to any third
parties without first giving notice to the furnishing Institution and giving it
a reasonable opportunity to respond. Each Institution will utilize
reasonable security procedures and protections to assure that records and
documents provided by the other party are not erroneously disclosed to third parties. Each Institution will be responsible for its own records management pursuant to the specifications cited and is responsible for the storage and disposal of their own records.

I. Notices

All notices, demands, requests of other communications required to be given or sent to the Institutions under this Agreement will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand-delivery or facsimile to each of the institutions.

IN WITNESS WHEREOF, the undersigned parties to this Agreement affirm that they have been granted the authority to sign this document on behalf of their respective Institutions.

DATED this 10th day of October, 2008.

Central Washington University

Dr. Jerilyn S. McIntyre
President

Edmonds Community College

Dr. Jack Oharah
President

Attorney General