DECCIO HIGHER EDUCATION CENTER
TERMS OF AGREEMENT AND OPERATING GUIDELINES
for
Central Washington University
Washington State University and
Yakima Valley Community College

The following Terms of Agreement and Operating Guidelines are in support of Central Washington University ("CWU"), Washington State University ("WSU"), and Yakima Valley Community College ("YVCC") hereinafter individually referred to as "Institution" and collectively referred to as the "Institutions" collocating on the YVCC campus. This agreement: 1) establishes the terms of the collocation/joint occupancy of the Deccio Higher Education Center building by the three Institutions, 2) supports the goal of the Deccio Higher Education Center of providing upper division undergraduate programs through which time- and place-bound students can complete their education, and 3) addresses building operation, appropriate use of space, space sharing, program articulation, and student services.

Term of the Agreement
Pursuant to the 2001 Legislative mandate appropriating funds to construct, equip, and operate the Deccio Higher Education Center ("DHEC") on the YVCC campus, the term of this agreement shall be continuous, except that any or all Institutions may elect to terminate participation in this agreement as set forth in Section VI A and VI B herein.

SECTION I: OPERATIONS OVERVIEW

This agreement will be adjusted periodically to ensure that CWU, WSU, and YVCC students, faculty, and staff are treated equitably.

A. Matters Impacting All Institutions

A variety of unanticipated facility/collocation issues may surface during the collocation. The senior academic or business administrator of each Institution or their designate will meet quarterly, or as needed, to address and/or resolve such issues.

B. Coordinating Council

An inter-institutional Coordinating Council shall be appointed and charged with implementation of the programmatic and student support services decisions for the Institutions in this higher education facility.

1. The Coordinating Council will represent the Institutions and oversee the operation of the Deccio Higher Education Center and the coordination of
academic programs, courses, support services, policies and procedures.

2. The president of each Institution will appoint two members to serve on the Coordinating Council. A chair will be elected from within the membership with rotation every two years. As the need arises, the Coordinating Council may invite other non-voting institutional representatives to participate in the meetings. Decisions will be based on a majority vote of the Coordinating Council. Each Institution will have one vote.

3. The Coordinating Council may appoint subcommittees, standing or ad hoc committees as needed, including but not limited to the following standing subcommittees: Facilities; Technical Services; Equipment; Fiscal Planning; Student Affairs; Library and Media; Scheduling; and Academic Support.

4. The Coordinating Council will meet at least quarterly. Formal minutes will be taken and distributed in a timely manner.

5. Every two years, the Coordinating Council will conduct a formal assessment of services and academic programs, which may include facilities, technical services, equipment, fiscal planning, student affairs, library/media, and academic support. The results of the assessment will be shared with the senior administrative officer of each Institution.

SECTION II: ACADEMIC PROGRAMS

A. Course and Degree Offerings

1. The Institutions will cooperate to develop and deliver baccalaureate and graduate level programs and degrees that meet the needs of Yakima and the surrounding region.

2. The Institutions recognize and agree that academic programs need to achieve the goals established for the Deccio Higher Education Center. In order to meet these goals, it may be necessary to contract out particular educational offerings to other institutions, individuals or agencies. Proposals for course, program, or degree offerings in the Deccio Higher Education Center by institutions other than CWU, WSU, or YVCC will be submitted to the Coordinating Council. The Coordinating Council will forward the proposal and its recommendation to the appropriate academic administrators from each Institution. The alignment of the proposed programs with the current and planned offerings of each Institution will be considered to avoid duplication and competition among programs.

B. Program Articulation

When possible, CWU and WSU will enter into articulation agreements with YVCC for programs offered through the Deccio Higher Education Center,
subject to limitations imposed by accreditation standards or other limitations outside the control of participating disciplines or programs.

SECTION 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 comparable departments at each Institution (e.g. international programs, financial aid, admissions) will be developed separately to further define how services between those divisions will be shared. The Coordinating Council will review, approve, and share such agreements with the appropriate administrators from each Institution before their implementation. 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; student disability support services; and financial aid for such services as concurrent enrollment, work study and student employment.

2. The Student Affairs Subcommittee will meet quarterly (and more if needed) to review the services provided and costs incurred by YVCC for student services. A subsequent cost-sharing agreement for services rendered will be negotiated by the coordinating committee.

3. The YVCC Child Care Center will accommodate the children of CWU and WSU students, staff or faculty as space permits and fees will be paid directly to YVCC by the applicant.

4. CWU and WSU students will not be eligible to participate in YVCC intercollegiate athletics per NWAACC regulations.

B. Student Fees

CWU and WSU students will have the same access to all open computer labs and services as YVCC students.

1. Technology Fees - CWU and WSU will pay YVCC an amount that is equivalent to YVCC's existing technology fee, utilizing YVCC's technology fee schedule and CWU and WSU enrollment at the DHEC. YVCC agrees that such amount will be used only to maintain and support student computer resources in the DHEC.

2. CWU and WSU students will have the option of choosing whether to participate in other student services that include but are not limited to the writing center, tutoring services, and math lab. YVCC will establish the cost of these services and notify the appropriate administrators at CWU and WSU.
of those costs prior to imposing any charges upon CWU and WSU students.

SECTION IV: FACILITIES

A. Definition of Terms

Throughout this document the terms joint, shared, and dedicated are used to describe the utilization of space in the Decoio Higher Education Center. Definitions for these terms as identified in Attachment A follow:

Joint refers to space used by both primary and secondary users. Primary users have the first right of refusal.

Shared refers to space that is available uniformly to all users.

Dedicated refers to space assigned to a primary user (CWU, WSU, or YVCC).

B. Building Occupancy by CWU, WSU and YVCC

CWU, WSU, and YVCC shall have access to their dedicated, shared, and joint spaces for the term of this agreement. The YVCC scheduler and the Coordinating Council will be notified when dedicated space will not be used. Institutions will report any unused space to the Coordinating Council.

C. Scheduling of Space

1. The YVCC scheduler will be responsible for scheduling all classes in the DHEC. CWU and WSU agree to provide scheduling information to reserve space based on anticipated classes according to YVCC's scheduling deadlines.

2. Each Institution will schedule its own video-conference and other non-DE joint and dedicated space. CWU and WSU agree to provide scheduling information in alignment with YVCC scheduling.

3. Upper-division and graduate programs for academic credit are the highest priority and should have priority over non-credit programs in scheduling.

4. The YVCC scheduler will review each term's schedule with the Scheduling Subcommittee before releasing it to assure that program needs have been satisfied and that space has been effectively utilized.

5. Each Institution will have right of first refusal in scheduling the number of DE classrooms that have been allocated to it and a third of the remaining, non-allocated DE classrooms.
6. In the event YVCC, CWU and/or WSU requires different space than the joint or shared space being utilized by the Institutions in DHEC, YVCC agrees that space may be exchanged temporarily.

D. Furniture

1. Recognizing the unique nature of this project and joint occupancy of a single building by the three Institutions, standardization on furniture for the building is deemed desirable and necessary. Therefore, the Institutions will work together, in identifying furniture needs for the DHEC, including classrooms and public areas. The Institutions, through the Coordinating Council, will jointly determine the paint and fabric colors for all areas of the building.

2. The furniture in the YVCC, CWU, and WSU dedicated space, joint and shared spaces at the time of DHEC occupancy will become the property of YVCC. All Institutions will have control over the use and placement of furniture in their respective dedicated spaces. All Institutions agree that no furniture will be removed from CWU and WSU dedicated areas without agreement from those Institutions.

3. All furniture in common areas and common offices purchased with DHEC funds will remain the property of YVCC at no cost. If an Institution terminates its participation in the agreement and leaves the campus, furniture in an Institution's dedicated spaces will remain the property of YVCC. Furniture brought into the building after the initial occupancy that has the Institution's inventory tag will be allowed to be taken by the departing Institution.

E. 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 (e.g., medical clinic).

2. YVCC will be responsible for maintenance of equipment in dedicated YVCC spaces and shared spaces. CWU will utilize CWU's network and be responsible for maintenance of equipment in the dedicated CWU office spaces. WSU will utilize YVCC's network, and accordingly, YVCC is responsible for network maintenance. WSU will contract with YVCC for maintenance of equipment in dedicated WSU office spaces. YVCC will not be responsible for maintaining program-specific equipment for any of the Institutions.

3. The Institutions will have separate ownership of all equipment within their identified dedicated spaces. Equipment within all shared and joint-use spaces
will be owned, inventoried, and maintained by YVCC.

4. If an Institution terminates its participation in the agreement and leaves the campus, equipment brought into the building after the opening with the Institution's inventory tag will be allowed to be taken by the departing Institution. All equipment purchased with DHEC funds will remain.

5. Original equipment will be purchased as part of the building project funds and most of this equipment will be covered by a limited warranty.

   a. Repair of original equipment during the warranty period will be covered by the manufacturer or vendor. Beyond the original warranty period, repairs for equipment originally purchased with building project funds will be addressed by the Coordinating Council.

   b. Replacement of original equipment located in shared spaces will be handled by YVCC; however, the costs of replacing such equipment will be shared by the Institutions pursuant to the following guidelines: where costs are capable of being apportioned based upon amount of use, each member institution shall pay its pro-rata share of the cost based upon such use. Costs that are not so tracked shall be shared equally by member Institutions. Replacement of equipment located in dedicated spaces will be the responsibility of each Institution.

6. The Coordinating Council must approve major equipment purchases that impact the operations of the DHEC.

F. Facility Remodeling/Modification

Remodeling of spaces originally programmed for and occupied by the Institutions shall be the funding responsibility of the respective Institution. The Institutions will consult 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 ensure conformance with campus design standards. YVCC shall manage all facility modifications.

G. Space Utilization

1. This facility will be jointly operated by the Institutions to provide expanded baccalaureate and graduate educational opportunities in the Yakima area. CWU and WSU agree to comply with YVCC Facilities Use Policies and Procedures when arranging the use of any portion of the building to parties not affiliated with the Institutions.

2. The DHEC has been designed and furnished with state-of-the-art technology and equipment that supports the delivery of instruction via distance education and computer classrooms. The Institutions agree that in order to preserve the
integrity of the equipment and furnishings of this facility, no classroom activities will be conducted that involve the use of food, drink, or materials that would jeopardize the condition of the equipment and furnishings (e.g., food demonstrations or art classes using paint or clay).

H. Vehicle Parking

1. CWU and WSU staff, faculty, and students will follow the same parking rules, regulations and costs as their counterparts at YVCC. YVCC will maintain the parking facilities. CWU and WSU will have right of access to at least 10 parking spaces at the beginning of each academic year in the “F Lot” parking area. Spaces not purchased by the Institutions will be released annually for other institutions’ use. The Coordinating Council will review the parking needs of the Institutions as part of their annual assessment.

2. CWU and WSU staff and faculty may purchase parking permits for spaces in the paid parking lots. All permits may be purchased at the YVCC established dates and times as prescribed in the YVCC Policies and Procedures manual.

3. CWU and WSU students wishing to use the YVCC student parking lot will be charged an amount each quarter based on the current established YVCC student rates.

SECTION V: SUPPORT SERVICES

A. Technical Support Services

1. The Institutions, via the Coordinating Council, will jointly discuss their respective operational requirements and together develop plans for meeting those requirements with maximum sharing of resources. Direct costs associated with the operation of these systems which have been paid by YVCC will be identified and billed yearly to the respective party or identified as payment-in-kind for services rendered. A review of the costs incurred and the methods of payment will be conducted with quarterly reports to the appropriate Institution representative.

2. The Institutions will routinely review their respective operational requirements and shared resources.

3. YVCC Technology Services and Distance Learning Division will assure that the appropriate level of computer lab and distance learning classroom support is provided to meet the expectations and standards of each Institution.

4. Each Institution is allocated two DE classrooms. All other DE classrooms will be shared equally among the Institutions.

B. Telephone Service
1. CWU will extend their phone system to the YVCC campus and be responsible for their own phone and data services. WSU will contract with YVCC for phone services and equipment. YVCC will provide WSU with annual billings at the current established rates.

2. The Institutions 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 YVCC.

C. Computer Network Service

1. For WSU spaces (both dedicated and shared) in the building, WSU will contract with YVCC to have computer network services installed and maintained by YVCC. YVCC will make provision for WSU’s use of WSU’s computer data network, both within the building and through YVCC’s connection to the Internet. YVCC will provide IP numbers and name registration for those machines.

2. CWU will contract with YVCC for computer lab services.

3. WSU space (dedicated, shared, classroom, and computer lab) and CWU space (shared, classroom, and computer lab) will fall under the YVCC Electronic Communication Policy 2.12, General Computer Lab and Library Computers Use Policy, and Software Protection Policy 2.10.

4. YVCC will install software on computers located in WSU dedicated spaces. CWU will be responsible for installing software on computers located in CWU dedicated spaces. YVCC will install software on computers located in shared lab spaces. This software may be free to specific applications or may be security software and include applications determined to be necessary for access to WSU services at other WSU campuses, such as VPN (Virtual Private Networking). WSU and CWU will provide appropriate software licensing information to YVCC.

D. Central Support—Postage and Printing

1. CWU and WSU agree to reimburse YVCC at the established rates for all postage, reproduction, printing and supplies. The YVCC Technology Services Division will provide unique copier access codes to each CWU and WSU employee using YVCC copy machines in order to determine usage for billing purposes. YVCC will provide to CWU and WSU itemized billings on a quarterly basis for the costs associated with the use of YVCC copy machines.

2. The Institutions will share the proportionate purchasing and technical support costs for any new copiers or facsimile machines that are required based on
percentage of usage in the DHEC.

E. Insurance

1. As a state agency, YVCC is self-insured and does not maintain insurance coverage on its buildings.

2. The Coordinating Council will discuss collaboratively purchasing insurance on the electronic data processing equipment. Any decision to make such purchase must be pre-approved by the appropriate administrators at each Institution.

3. If any losses occur, the Technical Subcommittee will analyze the loss and make a recommendation to the Coordinating Council.

F. Library and Media Services

1. The Institutions will provide research and instructional materials to their faculty and students.

2. Inter-library loans will be processed by individual students through their Institution's library.

3. The Library Subcommittee will collaborate with the Institutions to determine library and media services needs, the impact on personnel, and assessment of costs, if applicable. The Library Subcommittee will submit their recommendations and proposed changes to the Coordinating Council for appropriate action.

G. Bookstore

The YVCC bookstore will retail by request instructional materials and general merchandise unique to the requirements of CWU and WSU academic programs.

H. Food Service

CWU and WSU agree to use the YVCC food service company when the service is available and follow YVCC established procedures for using off-campus food services. The food service company will bill CWU and WSU on a per event basis at the same rate charged to YVCC departments.

I. Vending Machines

YVCC does not place vending machines in any instructional buildings (Administrative Procedure 1.39, Vending Machines). Vending machines are available in the student union, the gymnasium and the Student Residence Center.
J. Maintenance, Custodial, and Security Services

1. Hours of operation of the building shall be determined by the combined operating schedule and needs of YVCC, CWU and WSU, taking into account differing evening and weekend hour needs and different academic schedules. The hours of operations will be assessed and reviewed quarterly by the Scheduling Subcommittee.

2. All levels of maintenance, custodial, and security services provided by YVCC will be in accordance with established standards and as prescribed by YVCC’s policies and procedures. Any services requested beyond established service levels will be billed to the Institution at the appropriate reimbursement rate for the service provided. “Attachment B” lists the current level of services provided by YVCC custodial and maintenance staff.

3. YVCC shall include the building in its space inventory and maintenance costs for the entire building and grounds in the building maintenance section of its operating budget for the campus. As YVCC anticipates funding for building maintenance in accordance with formulas developed by OFM, neither CWU nor WSU will 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 YVCC buildings.

Section VI: Miscellaneous

A. Withdrawal from Agreement.

Either WSU or CWU may terminate/withdraw their participation in this Agreement by providing to the remaining parties 90 days prior written notification of intent to withdraw. If either Institution does so terminate/withdraw, it 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/withdrawal. The Agreement shall remain effective as to the remaining Institutions. If an institution terminates, furniture and equipment shall be distributed as set forth in Article IV C and IV D of this Agreement.

B. Termination of Entire Agreement.

This Agreement may be terminated by mutual agreement of all the Institutions, or by withdrawal of both CWU and WSU. 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 Article IV C and IV D of 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 DHEC. Any disputes shall
be submitted for resolution to the Coordinating Council. If the Coordinating Council 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.
The Institutions shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by any 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.

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.

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.

Central Washington University  
Jehlyn S. McIntyre, President  
David Soltz, Provost

Washington State University  
V. Lane Rawlins, President  
David Lemak, Interim Chancellor  
WSU Tri-Cities

Yakima Valley Community College  
Linda Kaminski, President