HIGHER EDUCATION CENTER

TERMS OF AGREEMENT AND OPERATING GUIDELINES

for

Central Washington University and Highline Community College

The following Terms of Agreement and Operating Guidelines are in support of Central Washington University ("CWU"), and Highline Community College ("HCC") hereinafter individually referred to as "Institution" and collectively referred to as the "Institutions" collocating on the HCC campus. This agreement: 1) establishes the terms of the collocation/joint occupancy of the Higher Education Center building by the two Institutions, 2) supports the goal of the Higher Education Center of providing upper division undergraduate and graduate 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 Higher Education Center ("HEC") on the HCC campus, the term of this agreement shall be continuous, except that either Institution 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 and HCC students, faculty, and staff are provided for 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 designee will meet quarterly, or as needed, to address and/or resolve such issues.

B. Operations Committee

An inter-institutional Operations Committee 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 Operations Committee will represent the Institutions and oversee the operation of the Higher Education Center and the coordination of academic programs, courses, support services, policies and procedures.

2. The president of each Institution will appoint three members to serve on the Operations Committee. A chair will be elected from within the membership with rotation every two years. As the need arises, the Operations Committee may invite other non-voting institutional representatives to participate in the meetings. Decisions will be based on a majority vote of the Operations Committee.
3. The Operations Committee may appoint subcommittees, standing or ad hoc committees or responsible person as needed. These committees may include but are not limited to the following subcommittees: facilities; technical Services; equipment; fiscal planning; student affairs; library; and scheduling.

4. The Operations Committee will meet as needed at least two times a year. Formal minutes will be taken and distributed in a timely manner.

5. Every two years, the Operations Committee will conduct a formal assessment of services and academic programs, which may include facilities, technical services, equipment, fiscal planning, student affairs, library, 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 the region.

2. The Institutions recognize and agree that academic programs need to achieve the goals established for the Higher Education Center of providing upper-division undergraduate and graduate programs. CWU will have first priority for offering these programs on the HCC campus. In the event that CWU is not able to offer certain upper-division programs and courses, HCC may work in concert with other four-year institutions to provide such programs and courses in HCC buildings other than the HEC. Proposals for course, program, or degree offerings from other institutions will be submitted to the Operations Committee. The Operations Committee 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 will enter into articulation agreements with HCC for programs offered through the Higher Education Center, subject to limitations imposed by accreditation standards or other limitations outside the control of participating disciplines or programs.

C. Library

1. CWU Library provides remote checkout services and local support for a variety of online and print resources from the main and CWU-Des Moines Resource Center located in the HEC.

2. To better coordinate support for Library services, a subcommittee or responsible party chartered by the Operations Committee may be established. The subcommittee would provide periodic assessments of CWU and HCC 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. A subsequent cost-sharing agreement for services rendered either directly or through in-kind support, staff and materials may be established that supplements HCC operations.

SECTION III: STUDENT PROGRAMS

A. Student Services

1. Each Institution will provide enrollment, financial aid and student program services per their established guidelines.

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. The assessment shall cover a two year period. Each institution agrees to meet quarterly to review the services provided and costs incurred.

3. CWU students will have access to approved HCC student sponsored activities and services provided that CWU’s student services allocation supports said activities. Such activities and services include general campus events, lectures, performing arts, campus standard gym use, Highline Student Union (HSU) conference room use without facilities use fee/s, HSU games room and student lounge, the “Stu2” weekly events electronic newsletter, and counseling services. Access to counseling services will include a one-time referral based consultation; for additional appointments CWU students will be charged the current HCC rate. CWU student will also have access to HCC Childcare at non-HCC community member rates, but with higher admissions priority than other non-HCC community members.

B. Student Fees

CWU students will have access to all facilities (including labs) and services that CWU students have paid for with any fees associated with those services. Current fees include:

1. 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 in Section III.A.3.

2. Technology Fees - CWU will reimburse HCC per FTE (FTE=10 credit hours) at the current HCC computer fee rate on a quarterly basis for students enrolled through CWU-Des Moines and taking classes on the CWU-Des Moines campus. The technology fees are intended to support computer lab assistants, supplies for the computer lab, and maintenance. In the event the technology fee revenues exceed the actual support costs, the excess funds will be dedicated to replacing computer lab equipment.

3. CWU students will have the option of choosing whether to participate in other student services that may include, but are not limited to, tutoring services and math lab. HCC will establish the cost of these services and notify the appropriate administrators at CWU of those costs prior to imposing any charges upon CWU students.
SECTION IV: FACILITIES USE
HCC has provided the land for the HEC building and HCC shall include the building in its space inventory and the space usage as part of its reports. HEC space will not be available for use by any non-HCC or non-CWU activities unless agreed to by the Institutions.

A. Definition of Terms
Throughout this document the terms joint, shared, and dedicated are used to describe the utilization of space in the Higher Education Center. Attachment 1 provides a list of all rooms located in HEC and the assigned use and ownership. Definitions for these terms follow:

1. **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 (i.e., Joint-CWU means both HCC and CWU can use it; CWU gets first priority).

2. **Shared** designation refers to space that is available uniformly to all users on a first-come, first-served basis.

3. **Dedicated** designation refers to space assigned exclusively to the identified Institution (i.e. Dedicated-HCC means only HCC can use the space).

B. Space Utilization
HCC and CWU will collaborate in scheduling classes to maximize use of space within the HEC. Classrooms identified as “joint” will have priority scheduling by that institution (i.e., science or distance education classrooms). All other room reservations, schedules, changes and setups will be managed by HCC through the HCC Classroom Scheduling and/or Conference Services with the same priority as requests made by HCC departments. CWU will have access to other HCC buildings and classrooms on a reservation, space available basis consistent with all HCC departments and HCC practices. Scheduling procedures include:

1. The HCC scheduler will be responsible for scheduling all classrooms and labs in the HEC. CWU agrees to provide scheduling information to reserve classroom space based on anticipated classes according to HCC’s scheduling deadlines.

2. Courses and programs for academic credit are the highest priority and should have priority over non-credit programs in scheduling.

3. The schedulers at each Institution will review each quarter’s schedule before releasing it to assure that program needs have been satisfied and that space has been effectively utilized.

4. In the event HCC or CWU require space other than the joint or shared space being utilized by the Institutions in the HEC, HCC agrees that space in another building may be substituted temporarily at no cost to any party.

D. Furniture
1. The furniture in the HCC and CWU dedicated space at the time of HEC occupancy will remain the property of that Institution. Each Institution will have control over the use and placement of furniture in their respective dedicated spaces.

2. All furniture in common areas purchased with HEC funds will remain the property of HCC at no cost. If CWU terminates its participation in the agreement and leaves the campus, CWU agrees to offer all furnishings to HCC first before they vacate the space. Fair market value of the furnishings would be determined at the time the space is vacated. If HCC declines the furnishings, CWU will remove all furniture within 30 days of ceasing operations in the building.

E. Equipment – Inventory, Ownership, Maintenance and Repair

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.

1. HCC will be responsible for maintenance of equipment in dedicated HCC spaces and shared spaces. CWU will utilize CWU’s network and be responsible for maintenance of equipment in the dedicated CWU office spaces. HCC will not be responsible for maintaining program-specific equipment.

2. The Institutions will have separate ownership of all equipment within their identified dedicated 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 HCC.

3. Original equipment purchased as part of the building project funds will be covered by a limited warranty.

4. Replacement of original equipment located in shared spaces will be handled by HCC; 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 institution shall pay its pro-rata share of the cost based upon such use. The Institutions shall share costs that are not tracked equally. Replacement of equipment located in dedicated spaces will be the responsibility of each Institution.

5. If CWU terminates its participation in the agreement and leaves the campus, equipment with the Institution's inventory tag will be allowed to be taken by CWU.

F. Facility Remodeling/Modification

HCC shall be responsible for and manage all facility remodeling modifications or permanent attachments in the HEC. Requests for any such changes will be forwarded through the Operations Committee to the HCC Director of Facilities. The requesting party will pay for any changes that are made unless the changes benefit both schools; in which case, costs will be shared.

G. Vehicle Parking

1. CWU staff, faculty, and students will follow the same published parking rules, regulations and costs as their counterparts at HCC, which includes rules established
for carpool parking.

2. The CWU designated parking area will provide for parking needs of faculty and staff. Spaces identified as CWU Faculty/Staff will be at the regular rate established for staff parking not designated as reserved. The number of spaces required by CWU will be reviewed annually and any modification of the space shall be agreed upon before changes are made.

3. Subsidized bus passes will be available for all CWU students, staff and faculty at the same rates and under the same conditions offered to HCC students, staff and faculty. CWU will reimburse HCC for the subsidized costs incurred by CWU student, staff and faculty for bus passes purchased. CWU student, staff and faculty will be required to show their current CWU ID card in order to qualify for the subsidized bus pass. This offer will continue for as long as HCC offers the passes to their students, staff and faculty.

SECTION V: SUPPORT SERVICES

A. Technical and Computer Support Services

1. The Institutions, via the Operations Committee, will jointly discuss their respective operational requirements for technical and computer support services and together develop plans for meeting those requirements with maximum sharing of resources.

2. Highline Community College will be responsible through Instructional Computing for providing primary technical support for any computing or multi-media system in instructional areas which includes classrooms and open labs.

3. Funding will be provided to HCC through technical fees collected as defined in Section III, B, 1 for part-time computer lab support employees to cover hours of operation that meet CWU open-hour needs. These employees will be hired and managed by HCC Instructional Computing.

4. CWU faculty and staff technology will reside on the dedicated CWU network and will be supported by CWU instructional technology staff.

5. CWU will be responsible for installing software on computers located in CWU dedicated spaces. HCC will install software on computers located in shared lab spaces. CWU will provide appropriate software licensing information to HCC.

6. CWU will provide HCC with software licensing information for software used in CWU classes. CWU will be responsible for the purchase and upgrade of the software. HCC Instructional Computing will be responsible for installation and support of the software in the computer labs and classrooms. All software requests must follow Instructional Computing procedures and timelines for software installation.

7. CWU will provide primary technical support for equipment in distance education classrooms.

8. HCC will provide media services as needed in addition to what is in the HEC classrooms.
B. Telephone Service

1. 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 HCC.

2. CWU will extend their phone system to dedicated CWU space in the HEC and be responsible for their own phone and data services. They will also manage their own telephone switch, assign their own telephone numbers, perform the moves, electronics and physical patches.

3. HCC will run cables for telephone additions and/or changes. The requesting institution will be responsible for any costs incurred.

C. Computer Network Service

1. Data/Network Adds – (i.e. data jacks) HCC will be responsible for adding infrastructure and will provide network support for the physical infrastructure (from the data jack to the switch) including testing. HCC will coordinate any efforts and work with the vendor. CWU and HCC will coordinate hardware installation and cross connects to visi patch to connect to switch. HCC and CWU each have their own racks and UPS equipment and will not be used or moved by the other institution without permission. Requesting institution will be responsible for costs incurred.

2. Administrative Network Support – HCC supports the network infrastructure including everything located behind the walls, Internet connections (T-1), K-20, and cabling. CWU has three T-1 connections, which are used by the CWU telephone and Internet lines. CWU T-1 connects directly to Ellensburg and is supported by them. HCC supports the CWU T-1 Internet connection.

D. Central Support—Postage, Printing, Publications and Mail Service

1. CWU agrees to reimburse HCC at the established rates for all postage, reproduction, printing and supplies provided by HCC. HCC will provide to CWU itemized billings on a quarterly basis for costs incurred.

2. The HCC print shop, a student-run facility, will provide printing services at the same rates for CWU printing as would be charged to HCC departments. Printing priorities are on a first-come, first-served basis regardless of Institution.

3. Materials developed jointly by HCC Communications and Marketing and CWU will be identified by including logos from both colleges. Collaboration on content and cost will be worked out at the outset of each publication project.

4. HCC will provide mail delivery services to CWU. For mailing purposes, CWU will be treated as one mailstop on campus. Mail will be delivered and picked up at the CWU mailstop twice per day – once in the morning and once in the afternoon. There may be dates periodically when only one mail delivery/pickup will be made. HCC will notify in advance of single service days. HCC mail services will pick up CWU mail from the US Postal Service, as long as CWU maintains a post office box at the same location as HCC’s. HCC will monitor the amount of CWU’s mail and add postage for off-campus mail. CWU will be charged a per-piece handling fee for one year. After one year of monitoring, HCC may charge a flat rate if it is
more cost effective to do so. Any future reductions in mail service as a result of required budget cuts will be proportionate to mail service reduction to all HCC buildings.

E. Insurance

1. Each school will be responsible for insurance coverage, if they so choose, for equipment on their own inventories in HEC either by the State’s self-insurance program or by commercial insurance coverage. Lack of insurance will not remove each school’s replacement or repair responsibility in case of loss.

2. If any losses occur, the Operations Committee will analyze the loss and make recommendations for mitigation.

F. Bookstore

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

2. The HCC bookstore will carry one-half of the number of books that CWU faculty members have ordered for their classes. The other half will be carried on the CWU campus and CWU web site. HCC will also carry one-half of the orders for over enrollments for each class.

3. CWU courses will have their own book area in HCC Bookstore and will be listed on the HCC Bookstore website. CWU may purchase books in the store or on the website.

4. CWU staff and faculty receive the same discount on Bookstore merchandise as Highline staff and faculty. CWU employees must present CWU ID at time of purchase to receive discount.

5. CWU students who purchase books using financial aid funds will order them from the CWU bookstore.

H. Food Service

1. CWU agree to use the HCC contracted food service, Heavenly Cappuccino, when the service is available for all on campus meetings, events, conferences, etc. and follow HCC established procedures for using off-campus food services. Heavenly Cappuccino will bill CWU on a per event basis at the same rate charged to HCC departments. Food Services will be available to all CWU faculty, staff, and students at the same rates as HCC.

I. Vending Machines

1. Beverage vending is provided by a campus-wide exclusive contract with Pepsi Cola Corporation, and all beverage vending must contain Pepsi Cola products as per the HCC/Pepsi contract. Food and/or snack vending machines located in the HEC will be contracted by the HCC. All proceeds from any vending machines located in the HEC will go to HCC.

J. Maintenance, Custodial, and Security Services
1. HCC will include maintenance costs for the entire building in the building maintenance section of its operating budget for the campus. As HCC 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 HCC buildings.

2. HCC 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 buildings in the area (example: fire, building, energy codes and requirements to provide an architecturally barrier-free premise for handicapped people, etc.). Any future reductions in service as a result of required budget cuts will be proportionate to service reductions to all HCC buildings.

3. Hours of operation of the building shall be determined by the combined operating schedule and needs of HCC and CWU taking into account differing evening and weekend hour needs and different academic schedules.

4. All levels of maintenance, custodial, and security services provided by HCC will be in accordance with established standards and as prescribed by HCC'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. All routine service requests must be routed through HCC Facilities department and will be put on a work order list, which is operated on a first-come, first-served basis. CWU office and/or department moves that are determined by HCC to be too large to be accomplished by HACC staff will be the responsibility of CWU to schedule and at their own expense. Any future reductions in service as a result of required budget cuts will be proportionate to service reductions to all HCC buildings.

5. HCC 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 HCC anticipates 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.

6. Permanent attachments and/or remodeling of the building in any way must go through the HCC Director of Facilities.

7. Authorization of keys will be by the CWU site administrator, who will provide HCC Public Safety office with key requests as needed. Keys will be issued by HCC Public Safety Office. Return of keys is the responsibility of the key holder at
the end of their assignment. A confirmation of issued keys for CWU staff and faculty will be provided upon request to the site administrator to ensure accuracy.

8. HCC shall provide custodial services to all space and common areas to the current standards of HCC, and will take into consideration the class schedule of CWU in determining classroom cleaning schedule for the HEC.

9. CWU is an integrated member of the overall emergency and safety plan at HCC and will be treated as any other member of the campus. Any time HCC is closed due to emergency situations, CWU will also close. HCC will provide closure information to CWU on the HCC website, in radio and television announcements, and on the schoolreport.org website. The CWU site administrator is included in the campus emergency communication system. CWU will designate a representative to serve on the HCC Safety Committee.

10. All HCC policies will be adhered to by CWU. These include but are not limited to: alcohol usage, smoking policy, emergency management, etc. HCC will provide CWU with campus policies and will keep CWU informed at the advent of new policies.

Section VI: Miscellaneous

A. 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 Article IV C and IV D of this Agreement.

B. 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.

C. Disclaimer of Other Relationships.
   This Agreement does not create a relationship of agency, partnership, joint venture or license between the parties.

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

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

F. 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.

G. 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 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.

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.

H. 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

[Signature]

Jenilyn S. McIntyre, President

Reviewed and Approved as to Form

AG’S SIGNATURE ON FILE

Kim Loranz, Assistant Attorney General

Highline Community College

[Signature]

Priscilla Bell, President
<table>
<thead>
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<th>Room #, Title</th>
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<tr>
<td>103 - DE Control Room</td>
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<td>104 - DE Classroom (Active)</td>
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<td>109 - DE Classroom (Active)</td>
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