Terms of Agreement and Operating Guidelines
Between
Big Bend Community College and Central Washington University

The following Terms of Agreement and Operating Guidelines are in support of Central Washington University ("CWU") and Big Bend Community College ("BBCC") hereinafter individually referred to as "Institution" and collectively referred to as the "Institutions" collocating on the Big Bend Community College Campus. This agreement establishes a partnership for joint occupancy in the Grant County Advanced Technologies Education Center (GCATEC) for CWU-Moses Lake operations in the Paul Lauzier University Center. It addresses building operation, appropriate use of space, space sharing, program articulation and student services.

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.

SECTION I: MUTUAL BENEFITS

The underlying principles of this agreement emphasize the mutual benefits to be realized for students and staff of the two institutions. Among these shared benefits are the following:

• To expand and coordinate the delivery of undergraduate and graduate level programs and degrees to students in the Big Bend Community College service district
• Interaction among "BBCC" and "CWU" faculty regarding research, educational program design, industry trends, and other matters of mutual interest.
• Enhanced student recruitment, focusing on educational opportunities offered through the collaboration.
• Shared resource acquisition, where possible.
• Shared faculty recruitment pools.
• Support (library, student services, computing services) for CWU offerings; improved utilization of BBCC facilities and services, particularly in evening hours.

SECTION II: BUILDING OCCUPANCY

Central Washington University and Big Bend Community College shall have access to both their dedicated, joint and shared spaces in perpetuity. BBCC agrees to provide, at no cost, certain facilities and services as outlined in section VII – Facilities, subsection G – Space Utilization and seeks to obtain reimbursement of its direct, added costs.

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SECTION III: PROJECT COORDINATION

Both parties recognize the importance of consistent coordination in managing the inter-institutional partnership proposed here. To that end, the parties agree specifically to the following:

- **Single point of contact**
  Though open and continuous communication among all CWU and BBCC staff is encouraged, both institutions agree to name a single point of contact to provide a clearinghouse function for information-sharing, clarification, and inquiries regarding issues and/or services related to this collaborative partnership.
- For BBCC, the contact will be the Vice President for Administrative Services.
- For CWU, the contact will be the Assistant to the Provost for University Centers and Community College Relations.
- The parties will perform a yearly review of services by the 1st of June and make appropriate changes to this agreement in writing. A report of the yearly review will be provided to the President of both institutions by the inter-institutional operations committee.

SECTION IV: ACADEMIC PROGRAMS

A. **Course and Degree Offerings**

BBCC and CWU will work in concert with other four-year institutions to provide upper division and graduate courses, programs and degrees in the Paul Lauzier University Center of the GCATEC building and in other facilities owned or controlled by BBCC in the BBCC service district.

SECTION V: STUDENT PROGRAMS

In general, CWU students will have the same access to all facilities (including labs) and services as BBCC students, provided CWU students have paid any fees associated with those services. Current fee includes:

A. **Technology Fees**

CWU will reimburse BBCC on a quarterly basis for students enrolled through CWU-Moses Lake according to the negotiated technology fee set for BBCC students. Technology fees are intended to provide such things as supplies for the computer labs and replacement dollars for computer technology. BBCC will provide billing for technology fee due not more than 30 days following the end of each academic quarter.

SECTION VI: SUPPORT SERVICES

A. **Instructional Computing Access**

BBCC Instructional Technology will provide the same drop-in services to CWU faculty, staff, and students as are provided to BBCC faculty, staff and students. BBCC will honor CWU's ID staff and faculty cards for use in BBCC facilities. The technology fee identified in section V: A. will entitle students access to instructional computer labs.
B. Telephone
CWU will be responsible for all telephone charges related to its own activities.

C. Central Support
CWU agrees to reimburse BBCC at the prevailing rates for all postage, reproduction, printing and supplies that are provided by BBCC. BBCC will bill CWU on a quarterly basis for services at the same rate that BBCC departments are billed. BBCC will provide an itemized billing for postage, reproduction, printing and supplies not more than 30 days following the end of each academic quarter.

D. Library
To insure adequate research and instructional materials are readily accessible to CWU-Moses Lake students and faculty, the CWU Library provides remote checkout services and local support for a variety of online and print resources from the main campus. BBCC faculty and students shall have access through Interlibrary Loan through the BBCC library to the CWU core collection of print resources located on the CWU main campus library.

E. Bookstore
CWU students will primarily access the CWU University Store on-line sales program for retail instructional materials and general merchandise directly from the Ellensburg campus. The BBCC bookstore will retail by request instructional materials and general merchandise unique to the requirements of CWU academic programs.

F. Food Service
CWU agrees to use the BBCC food service company exclusively for on-campus activities. The food service company will bill CWU on a per event basis at the same rate charged to BBCC departments.

SECTION VII: FACILITIES

A. Building Maintenance
1. BBCC maintenance obligations for the entire CWU space shall include: mechanical; electrical; interior lighting (including replacement of ballast’s, 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).

2. BBCC shall provide building security to their established level of security services for the rest of the campus as defined in the BBCC Policies and Procedures manual.

3. BBCC shall, unless herein specified to the contrary, maintain the premises in good repair and tenantable conditions during the continuance of this agreement, except in case of damage arising from the negligence of CWU’s clients, agents or employees. For the
purpose of maintaining the premises, BBCC reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building.

4. As part of this agreement, BBCC shall furnish the following: real estate taxes, all property assessments, water, sewer, garbage collection together with all utilities and services as normally required in the operation of an office building and including, but not limited to adequate heat, light, electricity, air-conditioning, restroom facilities, and janitor service.

B. Furniture
1. The furniture in the BBCC dedicated space and the shared space will become the property of BBCC upon the completion of the building project. BBCC will be responsible for providing equipment tags as per BBCC policy on all BBCC equipment. 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 at some future date, CWU agrees to offer all furnishings to BBCC first before they vacate the space. Fair market value of the furnishings would be determined at the time the space is vacated. If BBCC declines the furnishings, CWU will remove all furniture within 30 days of ceasing operations in the building.

D. Fixtures
CWU shall have the right during the existence of this agreement with the written permission of BBCC (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises. Such alterations, fixtures, additions, structures and signs shall be authorized by CWU. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions or structures placed in or upon or attached to the said premises shall be and remain the property of CWU and may be removed there from by CWU upon the termination of this agreement. Any damage caused by the removal of any of the above items shall be repaired by CWU.

E. Alterations/Improvements
In the event CWU requires alterations/improvements which have been approved by BBCC during the term of this agreement, BBCC shall have the right to provide such services. If CWU considers BBCC’s alterations/improvements cost as excessive, CWU shall have the right, but not the obligation to request and receive at least two (2) independent bids; and the alternative contractor whom BBCC shall employ and allow to provide such services for CWU shall be in compliance with BBCC’s building standards and operations procedures. This paragraph shall not be construed as precluding BBCC from receiving reimbursement from CWU for alterations/improvements required by CWU.

F. Reimbursement for Damage to Premises
CWU hereby agrees to reimburse BBCC for damages caused by the acts or negligence of its employees, clients and agents, but in no event shall this paragraph be construed as diminishing BBCC’s duty to make repairs as set forth in preceding paragraphs of this agreement, or as making CWU responsible for the repair of normal wear and tear.
G. Space Utilization

Definitions of Space Utilization – Throughout this document the terms joint, shared and dedicated are used to describe the utilization of space in the University Center of the GCATEC. The terms are defined as follows:

a) Joint – refers to space used by both primary and secondary users. Primary users have the first right of refusal (e.g. joint-CWU, joint-BBCC).

b) Shared – refers to space that is available uniformly to all users.

c) Dedicated – refers to space assigned to a primary user (CWU, BBCC).

1. Classrooms and Laboratory

BBCC will provide classroom and laboratory spaces, storage as needed, and media equipment, subject to availability. BBCC staff agree to identify and schedule appropriate classroom and lab spaces, ensure that storage is available as needed, schedule media equipment and ensure that CWU faculty have needed keys. CWU will have priority scheduling in those classrooms identified as joint-CWU space in the GCATEC.

CWU will provide all laboratory and classroom materials. When such materials are most easily obtained from BBCC, CWU will provide replacement supplies or direct reimbursement. CWU will provide a list of all faculty and staff who require keys.

2. Office Spaces

Office space for CWU faculty and staff includes dedicated space in rooms 1843, 1845, 1847, 1848 and shared space in room 1846. These offices will include standard IP telephones (with BBCC extension numbers and access to the BBCC switchboard) and data networking to be on the CWU network unless space is temporarily assigned to another institution and their network.

3. Instructional Computing Classrooms and Labs

BBCC will provide access to existing computer labs, subject to availability, for scheduled classes and/or open labs. BBCC staff will identify available computer lab spaces with appropriate hardware as determined by software specifications provided by CWU. CWU will provide appropriate licensing information to BBCC. As needed and within existing BBCC Information Technology policies and procedures, BBCC technical support staff will provide consultation and support for needed modifications and software/hardware installations. CWU agrees to provide any specialized computer equipment or software needed to support its program. CWU will support BBCC’s need for computer lab assistants in their open labs as CWU student use increases. CWU will address BBCC’s requirements for computer lab assistants at that time of need.

4. Interactive Television

CWU and BBCC will share access to interactive television (ITV) equipment while recognizing CWU will have priority scheduling of ITV in classrooms 1854 and 1856 which are identified as joint-CWU space and 1855A will be shared space for both institutions. BBCC will have priority scheduling in classroom 1855B which is identified as joint-BBCC space. Accommodations for computer access in these rooms (on the CWU network) will be made by CWU for other institutions’ use.
CWU will provide technical support for the ITV classrooms used by CWU. BBCC will reimburse for CWU operator costs incurred when using CWU ITV classrooms.

5. **Scheduling of Space**

The BBCC classroom scheduler will be responsible for scheduling all classes in the GCTAC. CWU and BBCC agree to provide scheduling information to reserve space based on anticipated classes according to BBCC’s scheduling deadlines.

**H. Parking**

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

2. Two parking spaces will be provided for CWU staff/faculty at the GCATEC.

**I. 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, classroom fixed multi-media, ITV control rooms, classroom devices and program specific equipment.

2. CWU agrees to provide all office equipment and office computers in CWU dedicated space and be responsible for maintenance of equipment in the dedicated CWU office spaces. BBCC will be responsible for maintenance of equipment in dedicated BBCC spaces and shared spaces.

3. CWU will utilize CWU’s network and maintain CWU T-1 connections. BBCC will provide and install any other necessary network connections and provide service related to those network connections.

4. 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 CWU and BBCC.
   b. Replacement of original equipment located in shared spaces will be handled by BBCC; however the costs of replacing such equipment will be shared 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. 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.

**J. Media Equipment and Materials Requests**

BBCC will provide media equipment to classrooms utilized by CWU if not already incorporated into the assigned classrooms. All requests for this media equipment will be processed through the BBCC Media Productions in accordance with BBCC campus
I. Captions  
The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be seemed to limit or expand the meaning of any paragraph.

J. Partial Invalidity  
Any provision of this Agreement that shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.

K. Entire Agreement  
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

L. Dispute Resolution  
Disputes will be resolved via the institutions’ designated contacts. If the contacts are unable to resolve a conflict, the matter will be referred to the Presidents of each institutions or their designee, whose decision will be final.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names this ______ day of 2005.

CENTRAL WASHINGTON UNIVERSITY  
Lynne McCreary  
President

BIG BEND COMMUNITY COLLEGE  
William C. Bokaudi  
President

APPROVED AS TO FORM:

By: [AG'S SIGNATURE ON FILE]  
Assistant Attorney General