Terms of Agreement and Operating Guidelines
Between
Wenatchee Valley College and Central Washington University

The following Terms of Agreement and Operating Guidelines are in support of Central Washington University ("CWU") and Wenatchee Valley College ("WVC") hereinafter individually referred to as "Institution" and collectively referred to as the "Institutions" collocating on the Wenatchee Valley College Campus. This agreement supports the goal of the CWU-Wenatchee Higher Education Center (HEC) of providing upper division undergraduate programs through which time- and place-bound students can complete their education. It also addresses building operations, 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 WVC service district
- Interaction among WVC 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 WVC facilities and services, particularly in evening hours.

SECTION II: BUILDING OCCUPANCY

Central Washington University shall have access to their dedicated and joint spaces in perpetuity. WVC 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.

The facility shall be owned by the Washington State Board for Community and Technical Colleges (SBCTC) and managed by WVC through its president and/or his/her designees. SBCTC shall assign any rights to Maintenance and Operating funds as allocated for the building by the Washington State Legislature to WVC.
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 WVC 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 WVC, 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’s of both institutions by the inter-institutional operations committee.

SECTION IV: ACADEMIC PROGRAMS

A. **Course and Degree Offerings**

The Institutions will cooperate to develop and deliver baccalaureate and graduate level programs and degrees that meet the needs of Wenatchee and the North Central Washington region.

SECTION V: STUDENT PROGRAMS

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

A. **Student Services**

Each institution will provide enrollment, financial aid and student program services per their established guidelines. Specific agreements between comparable departments at each institution may be developed separately to further define opportunities for collaboration.

B. **Technology Fees**

CWU will reimburse WVC on a quarterly basis for students enrolled through CWU-Wenatchee at the CWU current technology fee rate. Technology fees are intended to provide such things as supplies for the computer labs and replacement dollars for computer technology. WVC 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
WVC Instructional Technology will provide the same drop-in services in the instructional computing areas to CWU faculty, staff, and students as are provided to WVC faculty, staff and students. WVC will honor CWU’s ID staff and faculty cards for use in WVC facilities. The technology fee identified in section V:B. will entitle students access to instructional computer labs.

B. Telephone
CWU will extend their phone system to dedicated and joint CWU space in the Higher Education Center 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 for electronics and physical patches. CWU will be responsible for all telephone charges related to its own activities.

C. Central Services Support
CWU agrees to reimburse WVC at the prevailing rates for all postage, reproduction, printing and supplies that are provided by WVC. WVC will bill CWU on a quarterly basis for services at the same rate that WVC departments are billed. WVC 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-Wenatchee 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. WVC faculty and students shall have access through Interlibrary Loan through the WVC 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 WVC bookstore may retail by request instructional materials and general merchandise unique to the requirements of CWU academic programs.

F. Food Services
CWU agrees to use the WVC 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 WVC departments.

SECTION VII: FACILITIES

A. Building Maintenance
1. WVC 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

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

3. WVC 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, WVC 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, WVC 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. CWU will maintain ownership and be responsible for maintenance for all furniture in the dedicated and joint CWU space.

2. In the event that CWU would vacate their dedicated or joint space at some future date, CWU agrees to offer all furnishings to WVC first before they vacate the space. Fair market value of the furnishings would be determined at the time the space is vacated. If WVC 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 WVC (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 WVC during the term of this agreement, WVC shall have the right to provide such services. If CWU considers WVC’s alterations/improvements costs 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 WVC shall employ and allow to provide such services for CWU shall be in compliance with WVC’s building standards and operations procedures. This paragraph shall not be construed as precluding WVC from receiving reimbursement from CWU for alterations/improvements required by CWU.
F. Reimbursement for Damage to Premises
CWU hereby agrees to reimburse WVC 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 WVC’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 and dedicated are used to describe the utilization of space in the HEC. The terms are defined as follows:
   a) Joint – refers to space that may be used by both primary and secondary users. Classroom space in the building is identified as joint CWU space; however WVC, as secondary user, will have access to the classroom space when not being used by CWU.
   b) Dedicated – refers to space assigned to the primary user of this facility.

1. Classrooms and Laboratory
CWU will have priority scheduling in those classrooms identified as joint-CWU space in the HEC. CWU will provide scheduling information to WVC for inclusion in their campus scheduling plan. WVC will provide classroom and laboratory space and media equipment, subject to availability, for other areas on the campus.

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

2. Office Space
Office space for CWU faculty and staff includes dedicated space in rooms 5501 A-H. These offices will include standard telephones with on the CWU phone switch with CWU extension numbers. There will also be access to the WVC switchboard. Data networking will be on the CWU network.

3. Instructional Computing Classrooms and Labs
WVC will provide access to existing computer labs, subject to availability, for scheduled classes and/or open labs. WVC 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 WVC. As needed and within existing WVC Information Technology policies and procedures, WVC 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.

4. Interactive Television
CWU will have priority scheduling of interactive television (ITV) classrooms in rooms 5510 and 5507 in the HEC and in 9106 in Brown Library. 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. CWU and WVC will work collaboratively to maximize resources by sharing operator costs when ITV classrooms are used by the other institution.

5. **Scheduling of Space**

CWU will be responsible for scheduling all classes in the HEC and provide the scheduling information to WVC for inclusion in their campus scheduling plan. Provision of such schedules shall be provided on the basis of timelines that allow WVC to reasonably use joint space in the creation of its class schedule.

H. **Parking**

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

I. **Equipment**

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.

1. CWU agrees to provide all office equipment and office computers in CWU dedicated and joint space and be responsible for maintenance of equipment in the dedicated and joint CWU spaces.

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

3. 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 WVC.

b. Replacement of equipment located in dedicated and joint spaces in the HEC will be the responsibility of CWU.

J. **Media Equipment and Materials Requests**

WVC will provide media equipment to classrooms outside of the HEC based on availability. All requests for this media equipment will be processed through the WVC Media Services in accordance with WVC campus practices.

**SECTION VIII: MISCELLANEOUS**

A. **Hold Harmless**

Both parties agree that CWU shall be responsible for the consequences of any act or failure to act on the part of itself, its employees, and agents, and WVC shall be responsible for the
consequences of any act or failure to act on the part of itself, its employees and agents. Accordingly, each party shall be held responsible for its own negligence, and each party shall indemnify and hold the other party harmless for any loss, which results therefrom. Neither party shall assume any responsibility to the other party for the consequences of any act or failure to act of any person, firm or corporation not a part to this agreement.

B. Security
CWU will adhere to WVC security procedures and policies. Keys for building access will be coordinated with WVC Facilities Department.

C. Disaster
In the event the premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, or WVC neglects and/or refuses to restore said premises to their former condition, then CWU may terminate this agreement and shall be reimbursed for any unearned fees that have been paid.

D. No Guarantees
It is understood that no guarantees, expressed or implied representations, promises or statements have been made by CWU or WVC unless endorsed hereon in writing. And it is further understood that this agreement shall not be valid and binding upon the State of Washington unless same has been approved by Central Washington University, WVC District and approved as to form by the Office of the Attorney General.

E. Compliance with the Laws
During the course of this agreement, both parties shall comply with all Federal, State and local laws.

F. ADA Compliance
Both parties certify that they will comply with the Americans with Disabilities Act of 1990, as amended, with regard to programs, services, activities and employment practices.

G. Time
Time is of the essence in this Agreement, each, and all of its provisions in which performance is a factor.

H. Inability to Perform
This Agreement and the obligations of either party hereunder shall not be affected or impaired because the other party is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by strike, labor troubles, acts of God, or any other cause beyond the reasonable control of either party.

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 institution or their designee, whose decision will be final.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names this _____ day of 2006.

CENTRAL WASHINGTON UNIVERSITY

[Signature]
Jelalyn S. McIntyre
President

WENATCHEE VALLEY COLLEGE

[Signature]
Jim Richardson
President

APPROVED AS TO FORM:
AG'S SIGNATURE ON FILE

By: __________________________
Assistant Attorney General