among EVERETT COMMUNITY COLLEGE, SKAGIT VALLEY COLLEGE, and CENTRAL WASHINGTON UNIVERSITY is amended as follows:

Section C is hereby revised:

C. PAYMENT

Compensation for the work provided in accordance with the Terms of Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed the following at the specified enrollment levels:

- FY 2009: $133,875 for a target of 25 annual FTE, including Fall, Winter, Spring quarters.
- FY 2010: $176,400 for a target of 35 annual FTE, including Fall, Winter, Spring quarters.
- FY 2011: $176,400 $208,845 for a target of 35 39 annual FTE, including Fall, Winter, Spring quarters.

However, payment for satisfactory performance of the work may exceed this amount upon mutual agreement of the institutions.

Classes directly related to the BS in Interdisciplinary Studies – Social Sciences and offered by CWU for the purpose of enabling students in the degree program to continue their progress toward the degree may be offered in the summer quarter in the facilities of EvCC and SVC at no additional charge, notwithstanding charges billed to CWU as described in this section and other service usage charges as described in other extant operating agreements between institutions.

Effective November 15, 2008, July 1, 2010 annual payment for FTE shall be paid to CWU by EvCC in the following manner:

1. Half of the annual payments shall be made by November 15 and May 15 of each fiscal year.

2. EvCC will utilize the remaining percentage of the FTE funds to offset overhead, use of facilities, services to faculty, staff and students, and other expenses.
3. At the point that the annual average FTE exceeds any of the targets identified, EvCC will remit 93% of $6300 per FTE for each annual FTE over the targets identified up to 5 FTE over the target for each year, provided that funds are made available by the legislature. Increments above that will be negotiated by the parties.

FTE enrollment will be comprised of students enrolled in program classes located in or through the facilities of Everett Community College and Skagit Valley College.

All other terms and conditions of Contract No. 0708-0341A previously executed shall remain in full force and effect except to the extent inconsistent with this Amendment.

The effective date of this amendment is June 1, 2010, or upon execution, whichever is later.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the COLLEGE and the CONTRACTORS have signed this amendment.

Central Washington University:

James Gaudino, President

Date

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David Beyer, President

Everett Community College:

Date

Skagit Valley Community College:

Gary Tollefson, President

Date