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OFFICE OF THE PROVOST

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
OLYMPIC COLLEGE
WSU Contract #18680**

THIS INTERAGENCY AGREEMENT (the "Agreement") is by and between **Washington State University**, an institution of higher education and agency of the state of Washington (hereafter referred to as "WSU"), and **Olympic College**, a community college located in Bremerton, Washington (hereafter referred to as "OC").

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which WSU and OC will cooperate to offer the third and fourth year of WSU's Bachelor of Science in Mechanical Engineering (BSME) at OC in Bremerton.

NOW, THEREFORE, the parties agree as follows:

I. STATEMENT OF WORK

Each party shall do all things necessary for and incidental to the performance of the duties set forth below.

A. Duties of WSU:

1. Cooperate with OC commencing on the effective date of this Agreement through the first year of the biennium to plan, make arrangements, and recruit students in preparation for offering years three and four of WSU's Bachelor of Science in Mechanical Engineering (BSME) at OC in Bremerton beginning fall semester 2010.
2. Students will register for all WSU classes through Distance Degree Programs (DDP), must meet all WSU admission requirements, and will receive a WSU degree at the conclusion of the program. There will be no student enrollments (0 AAFTE) during the first year, 2009-10, of the BSME Program at OC.
3. During the second year, 2010-11, WSU will offer non-laboratory courses at OC typically taken by third-year BSME students. An enrollment of at least 15 AAFTE is expected.
4. During the third year, 2011-12, WSU will offer at OC non-laboratory classes typically taken by fourth-year BSME students. WSU will offer third-year BSME courses in 2011-12 if there is sufficient demonstrated enrollment potential, a favorable review of the program in May 2011, and adequate funding. With a new group of students beginning third-year courses in fall 2011, expected total enrollment would grow to at least 30 AAFTE (15 in the third-year and 15 in the fourth-year)..
5. WSU will offer at OC (during the academic year) the non-laboratory Mechanical Engineering (ME) courses in the third and fourth year of the BSME schedule of studies if a new group of students began third-year courses in fall 2011. The total number of non-lab ME courses in the junior and senior year of the ME curriculum is seven (7) and five (5) respectively.
6. ME 216 would be taught by WSU. Laboratory courses will be offered in concentrated form during the summer in Pullman and made available to OC students. These include ME 220

- (normally taught in the second year of the ME curriculum), ME 305, ME 310, ME 401 and ME 406.
7. The School of Mechanical and Materials Engineering at WSU will coordinate with the WSU math department and OC to arrange for an adjunct faculty member (could be an OC faculty member) to teach Math/Stat 370.
 8. WSU will deliver to OC approximately three (3) courses during 2010-11 taught by mechanical engineering faculty in Pullman. This will be increased to approximately six (6) courses in 2011-12 if there is sufficient enrollment, a favorable review of the program in May 2011, and adequate funding.
 9. WSU will provide BSME OC students seats in three (3) on-line courses available through WSU Distance Education Programs that satisfy general education requirements (GER), including a Tier III Humanities or Social Sciences course, as well as ENGL 402.
 10. WSU faculty will teach approximately four (4) upper division ME courses on-site at OC in 2010-11. This will be increased to approximately six (6) in 2011-12 if there is sufficient enrollment, a favorable review of the program in May 2011, and adequate funding.
 11. WSU will offer, at least once during the Term of this Agreement, all on-site, non-laboratory classes needed to graduate in two years.
 12. WSU will locate one full-time, one or more part-time faculty, and a half-time coordinator/advisor at OC to support the program.
 13. WSU will reimburse OC for IT, phone, copying, and ITV technical support.
 14. WSU will provide OC \$25,000 per year for program coordination.
 15. WSU students will pay equivalent student fees for security, parking and technology that OC students pay. OC will establish a procedure for collecting these fees directly from WSU students.

B. Duties of OC:

1. Cooperate with WSU commencing on the effective date of this Agreement through the first year of the biennium to plan, make arrangements, and recruit students in preparation for offering years three and four of WSU's Bachelor of Science in Mechanical Engineering (BSME) at OC in Bremerton beginning fall semester 2010.
2. Continue to teach ME 301 (presently offered by OC) as part of the Associate of Science for Transfer (AST) program.
3. Include the course equivalent to WSU course EE 304 (electrical circuits) in the AST.
4. Provide office space with IT/phone access for one full-time WSU faculty member, one or more part-time WSU faculty member(s), and program coordinator.
5. Provide approximately 2 hours per day, 3-days per week of access to an ITV classroom for 15 or more students from late August to mid-May during 2010-11 and approximately 4 hours per day, 3-days per week during 2011-12.
6. Provide approximately 2 hours per day, 3-days per week of access to a conventional classroom for 15 or more students from late August to mid-May during 2010-11 and approximately 3 hours per day, 3-days per week during 2011-12.
7. Pay WSU \$160,650 for 2009-10, \$160,650 in 2010-11, and \$160,650 in 2011-12 in compliance with Section III herein.
8. OC will hire and supervise the program coordinator.
9. OC will provide WSU students access to appropriate facilities including computer labs and the OC library.

C. Joint Duties of WSU and OC:

1. WSU and OC will jointly recruit 15 or more full-time equivalent students to begin the program each fall semester beginning in 2010.
2. WSU and OC will develop a co-admission program for potential BSME students during 2010-11. Students could begin applying through this program in 2011.
3. WSU and OC will prepare a joint legislative request to secure full-funding for the BSME degree for 2012-13 and beyond. This request may include funds to extend the ME and other engineering programs to additional sites across the State.

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date that the Higher Education Coordinating Board approves WSU's request to extend the BSME to OC at Bremerton (expected May 13, 2010), the "Effective Date", and be completed on May 31, 2012, the "Term", unless terminated sooner as provided herein. The Agreement may be renewed for additional two (2) year periods upon the mutual written consent of the parties and upon such terms and conditions as may be mutually agreeable to the parties.

III. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the annual cost of WSU accomplishing the work will not exceed \$160,650. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation to WSU for services shall be paid by OC in accordance with the following schedule:

- A) \$160,650 on the Effective Date of this Agreement (for 2009-10 year);
- B) \$160,650 by June 30, 2011 (for 2010-11 year); and
- C) \$160,650 by June, 2012 (for 2011-12 year).

IV. BILLING PROCEDURES

WSU shall submit invoices to OC on an annual basis. OC shall pay WSU for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing. Penalties for late payments (defined as those paid beyond thirty (30) days after receipt of invoice) shall be assessed at one percent (1%) per month.

Invoices shall be submitted to:

Olympic College
Attn: Barbara Martin, Administrative Services
MS CSC2
1600 Chester Avenue
Bremerton, WA 98337-1699

V. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the 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 the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties 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 party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party 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.

VI. RIGHTS IN DATA

Unless otherwise provided, any data that originates from this Agreement shall be owned by the party creating such data. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

VII. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party, unless expressly outlined otherwise in a written contract for an individual. Any such contract shall have the written consent and agreement of both parties to this Agreement.

VIII. MODIFICATION

This Agreement may be modified or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days.

If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

If the Agreement is so terminated, the parties will cooperate to allow any cohort admitted and on track to graduate at the time of such termination to complete the program.

X. DISPUTES

In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. There shall be no charge to the parties for these services of the Dispute Panel.

As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

XI. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order.

- A. applicable state and federal statutes and rules;
- B. statement of work; and
- C. any other provisions of the Agreement, including materials incorporated by reference.

XII. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XIII. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XIV. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

XV. 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.

XVI. CONTRACT ADMINISTRATION

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Administrator for WSU is:

Name: Larry James, Associate Executive Vice President
College or Department: Washington State University
Address: PO Box 641046, Pullman, WA 99164-1046
Telephone: _____
Fax Number: _____

The Contract Administrator for OC is:

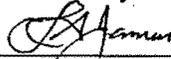
Name: Judi Brown, Dean of MESH
College or Department: Olympic College
Address: 1600 Chester Ave., Bremerton, WA 98337
Telephone: 360-475-7701
Fax Number: 360-475-7705

XVII. SIGNATURES

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

WASHINGTON STATE UNIVERSITY
("WSU")

Recommended by:

By: 

Name: _____ Office of the Provost
Washington State University

Title: _____

Date: 6-9-10

OLYMPIC COLLEGE
("OC")

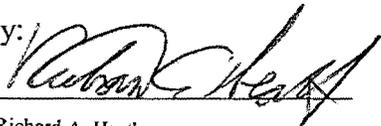
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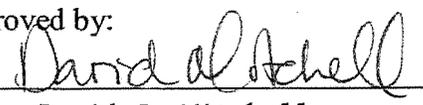
By: _____

Name: _____

Title: _____

Date: _____

Approved by: 
By: _____
Name: Richard A. Heath
 Sr. Associate Vice President
 Washington State University
Title: _____
Date: 6/9/10

Approved by: _____
By:  *BMM*
Name: David C. Mitchell
Title: President
Date: 6/16/10

**ADDENDUM NO. 1 TO
INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
OLYMPIC COLLEGE
WSU Contract #18680**

THIS ADDENDUM NO. 1 (the "Addendum") to that certain Interagency Agreement dated June 16, 2010 (the "Agreement") is made by and between **Washington State University**, an institution of higher education and agency of the state of Washington (hereafter referred to as "WSU"), and **Olympic College**, a community college located in Bremerton, Washington (hereafter referred to as "OC").

IT IS THE PURPOSE OF THIS ADDENDUM to supplement the terms and conditions of the Agreement under which WSU and OC offer Mechanical Engineering (ME) courses and receive reimbursement for that instruction.

NOW, THEREFORE, the parties agree as follows:

I. STATEMENT OF WORK

The Statement of Work shall be supplemented as follows:

A. Duties of WSU:

16. Work with OC to determine if OC tenured faculty are qualified to teach specific ME classes for the BSME program at OC.
17. Pay OC the salary of an OC adjunct faculty member, plus benefits, if any, who teach the course(s) offered by OC that would have been taught by the OC tenured faculty member.

B. Duties of OC:

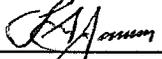
10. Allow the OC tenured faculty to teach no more than two ME classes as part of their regular annual load; e.g., one ME class each semester.
11. Hire qualified adjunct faculty members acceptable to WSU to teach OC classes not taught by the full-time tenured faculty member.

II. OTHER TERMS AND CONDITIONS

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

WASHINGTON STATE UNIVERSITY
("WSU")

Recommended by:

By: 

Name: Larry G. James

Title: Associate Executive Vice President

Date: 9-15-10

OLYMPIC COLLEGE
("OC")

Recommended by:

By: 

Name: Barbara M. Martin

Title: VICE PRESIDENT FOR
ADMINISTRATIVE SERVICES

Date: 9-20-2010

Approved by:

By: 

Name: Richard A. Heath

Title: Sr. Associate Vice President

Date: Sept. 16, 2010

Approved by:

By: 

Name: Mary J. Garguile

Title: Vice President for Instruction

Date: 9/20/10