

**INTERAGENCY AGREEMENT
BETWEEN
WESTERN WASHINGTON UNIVERSITY
AND
WASHINGTON STATE UNIVERSITY**

I. PURPOSE

This Agreement is entered into by and between Western Washington University (“WWU”) and Washington State University (“WSU”).

The purpose of this Agreement is to define the terms of the relationship between WWU and WSU in providing the necessary personnel, equipment, material and/or services for named on-site program delivery and administrative activities at the University Center of North Puget Sound (“UC”).

WSU will manage the activities and logistics of operating the UC, including the services provided for herein, and WWU will provide instruction in the UC facilities for the degrees of:

1. Bachelor of Arts in Human Services
2. Bachelor of Arts in Education in Elementary Education and Post-Baccalaureate Teacher Certification with Elementary Education Endorsement
3. Bachelor of Arts Environmental Policy
4. Bachelor of Science in Environmental Science
5. Master in Teaching (MIT)
6. Master of Arts in Rehabilitation Counseling
7. Master in Business Administration

This agreement represents the continuation of these programs and supersedes the following contracts:

1011-0253IA
1213-0005IA
1011-0424IA
1011-0347IA
121302401A

II. BACKGROUND

The University Center of North Puget Sound is a consortium of higher education institutions, including WWU, WSU, and other higher education institutions in the state of Washington. The consortium institutions provide Bachelor’s degrees, Master’s degrees, and some certificated programs to the residents of north Snohomish, Island, and Skagit counties. The UC is located in Gray Wolf Hall on the Everett Community College (EvCC) campus. WSU provides management and leadership of the UC and contracts with EvCC to provide support services to the consortium institutions. It is acknowledged within this Agreement that the University Center of North Puget Sound, or UC, when mentioned, acts on behalf of Washington State University to provide or facilitate the services described in this Agreement, including all its attachments, as contracted with EvCC for the provision of said services.

III. MUTUAL BENEFITS

Given the mutual benefits to be realized for UC consortium and EvCC faculty, staff, and students, the underlying principles of this Agreement emphasize collaboration among all the institutions. Among these shared benefits are the following:

- To expand and coordinate the delivery of undergraduate and graduate level programs to students in the north Snohomish, Island, and Skagit counties and surrounding region.
- Interaction among EvCC, WWU, WSU, and all consortium institution faculty regarding research, educational program design, and other matters of mutual interest.
- Potential for added coursework and degree programs for students.
- Enhanced student recruitment, focusing on educational opportunities offered through the collaboration.
- Shared resource acquisition, where possible and if applicable.

IV. CONTRACT AND OPERATIONS MANAGEMENT

The parties recognize the importance of consistent coordination in managing the inter-institutional relationship proposed hereto.

Though open and continuous communication between WWU and WSU staff is encouraged, both institutions agree to name a point of contact for the contracted academic programs as well as for the operation and services provisions within this Agreement to provide a clearinghouse function for information-sharing, clarification, and inquiries regarding issues and/or services related to this collaborative Agreement.

Primary point of contact:

- WSU: Paul Pitre, Academic Dean, Washington State University North Puget Sound at Everett
- WWU: Earl Gibbons, Vice Provost, Extended Education, Western Washington University

Additional contacts will be developed by WSU and WWU to support communication.

V. TERMS

A. Duration of Agreement

1. Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2014, and be completed on June 30, 2016, unless terminated sooner or extended, as provided herein.
2. Both institutions agree to review these terms and conditions, including FTE enrollment targets, by October 15 of each year during the duration of this Agreement.

B. Payment

1. Compensation paid to WWU by WSU for the work provided in accordance with the following has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will be:
 - a. **Human Services:**
 - i) Academic Year 2014-15: \$274,050 for a target of 50 annual FTE; 1/2 due on or before November 15, 2014 and balance due before May 15, 2015.
 - ii) Academic Year 2015-16: \$274,050 for a target of 50 annual FTE, made in two equal installments on or before November 15, 2015 and May 15, 2016.
 - b. **Elementary Education and post-baccalaureate program:**
 - i) Academic Year 2014-15: \$498,771 for a target of 91 annual FTE; 1/2 due on or before November 15, 2014 and balance due before May 15, 2015 (
 - ii) Academic Year 2015-16: \$498,771 for a target of 91 annual FTE; made in two equal installments on or before November 15, 2015 and May 15, 2016.
 - c. **Environmental Policy & Science:**
 - i) Academic Year 2014-15: \$107,100 for a target of 20 annual FTE; 1/2 due on or before November 15, 2014 and balance due before May 15, 2015 (
 - ii) Academic Year 2015-16: \$107,100 for a target of 20 annual FTE; made in two equal installments on or before November 15, 2015 and May 15, 2016.
 - d. **Master in Teaching:**
 - i) Academic Year 2014-15: \$84,105 for a target of 15 annual FTE; 1/2 due on or before November 15, 2014 and balance due before May 15, 2015.
 - ii) Academic Year 2015-16: \$81,405 for a target of 15 annual FTE; made in two equal installments on or before November 15, 2015 and May 15, 2016.
 - e. **Master of Arts in Rehabilitation Counseling:**
 - i) Academic Year 2014-15: \$170,100 for a target of 30 annual FTE; 1/2 due on or before November 15, 2014 and balance due before May 15, 2015 (
 - ii) Academic Year 2015-16: \$170,100 for a target of 30 annual FTE; made in two equal installments on or before November 15, 2015 and May 15, 2016.
2. Compensation paid to WSU by WWU for the work provided in accordance with the following has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will be:

a. Master in Business Administration:

- i) Academic Year 2014-15: \$10,840; made in two equal installments on or before November 14, 2015 and May 15, 2015.
 - ii) Academic Year 2015-16: \$10,840; made in two equal installments on or before November 15, 2015 and May 15, 2016.
- 3. FTE is calculated based on the enrollment during all of the identified quarters, using the formula for annualized FTE for each program.
 - 4. WSU will utilize the remaining percentage of FTE funds to offset its overhead, use of facilities, services to faculty, staff and students, and other expenses.
 - 5. During Fall, Winter and Spring, WWU will charge students in state supported programs the regular academic year state tuition and fees.
 - 6. WWU will pay to WSU \$9 per headcount reported in each quarter between and including Summer, up to and including Spring 2016, for technology support services; excluding self-support certificate programs. A quarterly invoice will be prepared by WSU upon receiving quarterly enrollment information from WWU.
 - 7. Charges made for WSU services used by WWU are specified in sections of this Agreement and are summarized in Addendum H.

C. Reporting Requirements

WWU shall provide reports requested by the Office of Financial Management regarding this Agreement as part of their higher education reporting system.

WWU shall provide enrollment reports to WSU as outlined in Addendum A.

D. 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. Unless otherwise required by law, 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.

E. Termination

Rights of termination shall be:

1. Mutual termination under this provision may be immediate or on a date certain if the parties agree. Nothing in this Agreement shall be construed to prohibit the parties to sign a new and superseding agreement, as changed conditions shall warrant.
2. 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 90 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 party.
3. The parties agree that if the Agreement is terminated, provisions will be made for students in the program at the time of termination to complete the program in a reasonable time period.

VI. ACADEMIC PROGRAMS

WWU and WSU have identified the below degrees/programs to be offered by WWU and FTE target enrollments, where applicable. WWU agrees to continue to meet all Northwest Commission of Colleges and Universities accreditation standards related to its instruction.

1. Bachelor of Arts in Human Services (50 annual FTE)
2. Bachelor of Arts in Education in Elementary Education and Post-Baccalaureate Teacher Certification with Elementary Education Endorsement (91 annual FTE) Bachelor of Arts in Environmental Policy and Bachelor of Science in Environmental Science (20 annual FTE)
3. Educational Administration Certificate Program
4. Master in Teaching (15 annual FTE)
5. Master of Arts in Rehabilitation Counseling (30 annual FTE)
6. Master in Business Administration

FTE enrollment will be comprised of students enrolled in program classes located in or through the UC facilities.

VII. ADMINISTRATIVE SUPPORT SERVICES

WSU agrees to provide office space, as well as facilitate and/or provide administrative support as follows:

1. Office space for WWU staff and faculty in a combination of private/shared offices: private offices or cubicles (coordinators/directors), shared offices or cubicles (faculty/staff), and general office support space.

2. Access to private rooms for advising conversations, meetings, etc. are available and can be scheduled with WSU staff.
3. Conference rooms and special facilities made available for occasional degree program-related use in the same manner as those provided to other UC offices. WWU will not be charged a rental fee, but may be charged for custodial, security or other services, provided the charge is applied in the same method as to other UC offices. Non-program-related use will be charged in the same way as other users of UC facilities.
4. Utilities including heat, lights and custodial services provided at the same level and frequency as other UC offices and classrooms.
5. Access to printing and copy-duplicating services provided on the same basis and cost as for other UC offices.
6. Mail Services (outgoing and incoming) provided at the same level of service as for other UC offices. WWU will reimburse WSU for postage at cost, if any is incurred.
7. Parking services for WWU faculty, staff, students and visitors provided at the same level and rates as those of all UC personnel. Persons utilizing these services will be individually responsible to EvCC for fees associated with this use. WWU personnel shall be eligible for participation in EvCC's local Commute Trip Reduction-type programs and for any benefits to be derived therefrom.
8. All WWU students, faculty and staff who are associated with WWU programs located at the UC are required to adhere to the Parking and Security Policies of EvCC. In cases where a conflict between policies may arise, the EvCC policy shall prevail.
9. Use of EvCC's cafeteria/food services/catering by WWU staff, faculty, students and visitors offered at the same level and rates as those enjoyed by UC personnel.
10. Technology Support Services as described in Addendum B.
11. Health, Safety, and Security Services as described in Addendum C.
12. Promotion and Marketing Services as described in Addendum D.

VIII. STUDENT SUPPORT

WSU agrees to collaborate with WWU to facilitate and/or provide support services for WWU's students as follows:

1. Classrooms, including appropriate audio-visual equipment, for instructional purposes on a pre-scheduled basis. Notice of class cancellations and quarterly room needs must be provided to WSU based on an agreed upon schedule.
2. WWU students accorded access to Gray Wolf Hall lounges, study areas, and other student-oriented facilities in the same manner as other UC students.
3. Bookstore services provided, if requested, to include sale of textbooks and other materials required in support of WWU programs at the EvCC campus bookstore.

4. Disabled Student Services as described in Addendum E.
5. Student Support Services as described in Addendum F.
6. Library Services as described in Addendum G.

IX. FACILITIES

WSU has contracted with EVCC who shall be responsible for all building facility expenses and maintenance, the provision of an adequate water supply, connection to sewer, and 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.

A. Building Maintenance:

1. WSU has contracted with EVCC who has maintenance obligations for space utilized by WWU. This agreement shall include: mechanical; electrical; interior lighting; door locks and keys; plumbing; heating, ventilating and air conditioning systems; 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 premises for people with disabilities, etc).
2. WSU has contracted with EvCC who shall provide building security to their established level of security services for the rest of the campus as defined in the EvCC Policies and Procedures manual.
3. WSU has contracted with EvCC who, 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 WWU's clients, agents or employees. For the purpose of maintaining the premises, WSU and EvCC shall have the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building.
4. Requests for changes or improvements in facilities, equipment, or furniture will be mutually discussed and must receive the approval of the WSU Academic Dean before any implementation.

B. Reimbursement for Damage to Premises:

WWU hereby agrees to reimburse WSU or EvCC for damages to premises caused by the negligent acts or omissions of WWU employees and agents, but in no event shall this paragraph be construed as diminishing WSU's duty to ensure that repairs are made as

set forth in preceding paragraphs of this Agreement, or as making WWU responsible for the repair of normal wear and tear.

X. MISCELLANEOUS

A. Hold Harmless

Each party is an institution of higher education of the State of Washington and insured under the State Self-Insurance Liability Program. Both parties agree that WWU shall be responsible for the consequences of any act or failure to act on the part of itself, its employees, and agents, and WSU 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. Neither party shall assume any responsibility to the other party for the consequences of any act or failure to act of any person or organization not a party to this Agreement.

B. Disaster

In the event the premises are partially or totally destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for use or occupancy, or EvCC and WSU neglect and/or refuse to restore said premises to their former condition or relocate staff and services of WWU to equivalent space, then WWU may terminate this Agreement as outlined in Section III.E. However, the parties agree to work together to find a reasonable solution that will allow the academic programs to continue. If the parties cannot reach mutual agreement, then WWU may terminate this Agreement as mentioned above.

C. No Guarantees

It is understood that no guarantees, expressed or implied representations, promises or statements have been made by WWU unless endorsed hereon in writing. And it is further understood that this Agreement shall not be valid and binding unless same has been approved by WWU and WSU and approved as to form by the Office of the Attorney General.

D. 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:

1. Applicable state and federal statutes and rules;
2. Terms and Conditions as contained in this basic contract instrument;
3. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

E. Assignment

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

F. 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.

G. Health, Safety and Security

EvCC and WSU shall immediately notify WWU Police in the event of any emergency or other incident involving WWU personnel, of which they have actual knowledge. Described in Addendum C.

H. 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.

I. Time

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

J. 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.

K. Captions

The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

L. 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, impair, or invalidate any 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.

M. 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.

N. Dispute Resolution

In the event that a dispute arises under this Agreement, resolution shall be determined by the Coordinating and Planning Council established pursuant to RCW 28B.30.515. In the event that a conflict cannot be resolved through the Coordinating Council, the Washington Student Achievement Council resolution process will be employed. The determination of the Student Achievement Council shall be final and binding on both parties.

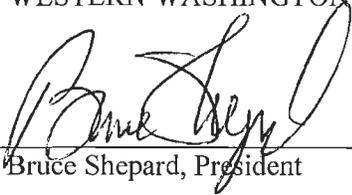
O. Agreement Changes, Modifications and Amendments

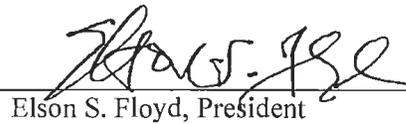
This Agreement may be changed, modified, or amended by written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WESTERN WASHINGTON UNIVERSITY

WASHINGTON STATE UNIVERSITY


Bruce Shepard, President
5/27/14
Date


Elson S. Floyd, President
5-16-14
Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:


Assistant Attorney General
5-21-14
Date


Assistant Attorney General
5-9-14
Date

ADDENDUM A

DATA ELEMENTS FOR ENROLLMENT REPORTS

- A. For the purpose of enabling WWU students enrolled in the program identified in this Agreement to have access to computer, library, and parking services through EvCC and WSU, WWU will report to the WSU Academic Dean the following data no later than five days before each quarter, or earlier:
- 1) Student name
 - 2) Student address
 - 3) Student date of birth
- B. For the purpose of enabling WWU staff and faculty assigned to the program identified in this Agreement to have access to computer and parking services through EvCC and UC, WWU will report to the WSU Academic Dean the following data no later than five days before each quarter, or earlier:
- 1) Faculty/staff name
 - 2) Faculty/staff address
 - 3) Faculty/staff date of birth
- C. The following reports must be submitted to WSU, to the attention of the Principal Assistant to the WSU Academic Dean. WSU will utilize this data for the purpose of billing WWU for student technology fees at the rate of \$9 per student per quarter.
- 1) The method of reporting enrollment is by a comma delimited unit record or Excel spreadsheet of each enrolled student counted by the 10th day with the specified data elements, per student, below. Report Dates are: August 1 if there is summer enrollment, November 1, February 15, May 1.
 - a) Student name
 - b) Current Academic Year
 - c) Current Academic Quarter
 - d) WWU University ID (school code)
 - e) Year Quarter Started
 - f) Pell grant recipient during the quarter of the report (Yes or No)
 - g) Student Major
 - h) Race/ethnicity (using codes below)
 - i) Date of Birth (MM/DD/YYYY)
 - j) Gender (M/F or blank if unknown)
 - k) Home ZIP Code (local)
 - 2) See table A below for codes.
- D. Each October, the WSU will request WWU to provide a list (C1) that denotes program graduates with date of graduation and name of degree.
- E. The parties agree to comply with the regulations of the Family Education Rights and Privacy Act to protect student record confidentiality.

Table A

File Layout for Four Year Institutions (Excel files are preferred)

	Field Name	Description	Data Type	Length
1	Student name	Last Name, First Name, Middle Initial	Character	60
2	CURRENT YEAR	Academic Year (use 3-character format below) XXX Example: <u>Year</u> <u>Definition</u> B01 2010-11 B12 2011-12 B23 2012-13 B34 2013-14	Character	3
3	CURRENT QUARTER	Academic Quarter (use 1-character format below) <u>Quarter</u> <u>Definition</u> 1 Summer 2 Fall 3 Winter 4 Spring	Character	1
4	UNIVERSITY_ID	IPEDS Unit ID	Character	6
5	YRQ_STARTED	First Year Quarter enrolled at the university in this particular contracted degree program (use 4-character format below) XXXX Example: <u>YRQ</u> <u>Year</u> <u>Year</u> <u>Quarter</u> <u>Definition</u> A781 A78 = 2007-08 1 Summer Quarter 2007 A782 A78 = 2007-08 2 Fall Quarter 2007 A783 A78 = 2007-08 3 Winter Quarter 2008 A784 A78 = 2007-08 4 Spring Quarter 2008 A891 A89 = 2008-09 1 Summer Quarter 2008 A892 A89 = 2008-09 2 Fall Quarter 2008 A893 A89 = 2008-09 3 Winter	Character	4

	Field Name	Description	Data Type	Length
		Quarter 2009 A894 A89 = 2008-09 4 Spring Quarter 2009 A901 A90 = 2009-10 1 Summer Quarter 2009 A902 A90 = 2009-10 2 Fall Quarter 2009 A903 A90 = 2009-10 3 Winter Quarter 2010 A904 A90 = 2009-10 4 Spring Quarter 2010 B011 B01 = 2010-11 1 Summer Quarter 2010 B012 B01 = 2010-11 2 Fall Quarter 2010 B013 B01 = 2010-11 3 Winter Quarter 2011 B014 B01 = 2010-11 4 Spring Quarter 2011 B121 B12 = 2011-12 1 Summer Quarter 2011 B122 B12 = 2011-12 2 Fall Quarter 2011 B123 B12 = 2011-12 3 Winter Quarter 2012 B124 B12 = 2011-12 4 Spring Quarter 2012 B231 B23 = 2012-13 1 Summer Quarter 2012 B232 B23 = 2012-13 2 Fall Quarter 2012 B233 B23 = 2012-13 3 Winter Quarter 2013 B234 B23 = 2012-13 4 Spring Quarter 2013 B341 B33 = 2013-14 1 Summer Quarter 2013 B342 B34 = 2013-14 2 Fall Quarter 2013 B343 B34 = 2013-14 3 Winter Quarter 2014 B344 B34 = 2013-14 4 Spring Quarter 2014		
6	PELL_RECIPIENT	Y = Yes N = No	Character	1
7	MAJOR_TITLE	Please use careful input on how the major is spelled out so that it is the same every quarter.	Character	60
8	RACE_CODE	1 Asian 2 African American	Character	1

	Field Name	Description	Data Type	Length
		3 American Indian 4 Hispanic 5 Pacific Islander 6 White 7 Native Hawaiian or Other Pacific Islander 8 Alaska Native 9 Multi-Racial 0 Other Race Blank Not Reported		
9	DOB	Date of Birth (MMDDYYYY) Example: 05011990 represents May 01, 1990	Character	8
10	GENDER	F = Female M = Male Blank if Unknown	Character	1
11	ZIP	Zip code	Character	10

ADDENDUM B

TECHNOLOGY SUPPORT SERVICES

WWU and WSU shall provide students, faculty and staff with technology services in support of WWU classes, workshops, events and conferences.

WSU will provide WWU and UC member institutions wired and wireless network access and voice services. Desktop computer (including limited print and file services), classroom technology (limited to the classrooms managed and designated by WSU), instructional video conferencing and computer lab services will also be provided by WSU.

ADDENDUM C

HEALTH, SAFETY, AND SECURITY SERVICES

WWU and WSU shall collaborate with EvCC to provide a safe, healthful and secure academic environment at the UC and EvCC for the benefit of the students, faculty, and staff of all the institutions.

A. Role and Responsibilities: WWU

1. Designate a specific WWU contact person who will coordinate with WSU staff to facilitate compliance with policies and procedures affecting WWU personnel at the UC.
2. All WWU students, faculty and staff who are associated with WWU degree programs located at the UC and the EvCC campus are required to adhere to the Health, Safety, and Security Policies of all three institutions. In cases where a conflict between policies may arise, the policies of EvCC shall prevail.
3. WWU shall immediately report to EvCC any health, safety or security incident involving WWU personnel that occurs at the UC or on the EvCC campus of which it has actual knowledge.
4. WWU judicial affairs staff and/or Security personnel will notify WSU and EvCC's chief judicial officer and/or Security director in a timely manner regarding any disciplinary action taken that affects a WWU student's presence at the UC.

B. Role and Responsibilities: WSU

1. Designate a specific WSU contact person who will coordinate with WWU staff to facilitate compliance with policies and procedures affecting WWU personnel at the UC.
2. Notify the WWU Police Department, at 360-680-3555 (available 24-hours), in the event of any emergency or other incident involving or affecting WWU personnel, of which it has actual knowledge.
 - a. In the case of disorderly or threatening conduct occurring at the UC by a WWU student, the WSU Academic Dean or chief judicial officer of EvCC may require the student to leave the campus immediately. The WSU Dean and the EvCC chief judicial officer will confer with WWU officials to determine any conditions or further disciplinary action to be imposed prior to the student's return to the UC and EvCC campus.

C. Roles and responsibilities related to Registered Sex Offenders: Both Parties

1. WWU will notify both WSU and EvCC directly of any student attending at the UC and on the EvCC campus who is an identified level one, two, or three sex offender, of which it has actual knowledge.
2. EvCC and WSU will notify WWU of any student attending at the UC or EvCC who is an identified level one, two, or three sex offender, of which they have actual knowledge.

ADDENDUM D

PROMOTION AND MARKETING

WWU and WSU shall work together to promote the educational programs offered by WWU at the UC.

A. Role and Responsibilities: WWU

1. Designate a specific, WWU contact person who will work with WSU staff to discuss mutually beneficial marketing opportunities.
2. Coordinate annually marketing plans for the promotion and marketing of WWU programs in each other's marketing material and efforts.

B. Role and Responsibilities: WSU

1. Designate a specific, WSU contact person who will work with WWU staff to discuss mutually beneficial marketing opportunities.
2. Coordinate annually marketing plans for the promotion and marketing of WWU programs in each other's marketing material and efforts.

ADDENDUM E

SERVICES FOR STUDENTS WITH DISABILITIES

WWU, through its Office of Student Life/DisAbility Resources for Students (OSL/DRS), and WSU shall provide qualified students with disabilities an equal opportunity to access classes, workshops, events and conferences. Equal access to WWU services and programs is in compliance with WWU Reasonable Accommodation Policy and applicable state and federal laws.

A. Role and Responsibilities: WWU OSL/DRS

1. Comply with the WWU OSL/DRS Policy for Providing Reasonable Accommodation for Students With Disabilities, applicable procedures and definitions. This includes, but is not limited to, the determination of "qualified student with a disability" and "reasonable accommodation."
2. Provide and coordinate personnel or contractual based services which include but are not limited to sign language interpreters, notetakers, taped text readers, real-time captioners and Brailleists.
3. Directly pay for or arrange for payment for reasonable accommodations for WWU students with disabilities while they are participating in the WWU programs at the UC.
4. Designate a specific WWU Disability Services contact person for all WWU OSL/DRS correspondence.

B. Role and Responsibilities: WSU

1. Ensure campus facilities, infrastructure, and general communications and services made available to WWU qualified students with disabilities are in compliance with applicable state and federal disability laws.
2. Coordinate on-site placement of accessible furnishings in WWU designated facilities for qualified students with disabilities when requested from the WWU OSL/DRS staff or a WWU student in a timely manner (4 to 6 weeks prior to the beginning of the quarter). Accessible furnishings include but are not limited to desks, tables, and chairs. Provision of existing UC accessible furnishings for qualified WWU students will be accommodated whenever possible. WWU will be contacted in the event that the needs of WWU students exceed the UC's existing supply of accessible furnishings. EvCC students have priority use of UC accessible furnishings. WWU will be responsible for funding and/or supplying any additional accessible furnishing. WSU, through EvCC, will coordinate on-site placement. EvCC will be reimbursed for the cost of destruction or loss of furnishings or assistive listening equipment by WWU students.
3. Provide, when requested by WWU qualified students with disabilities, referral information for local support services such as public transportation, durable medical equipment repairs, community mental health care services and state and federal social service organizations.
4. Provide WWU OSL/DRS referral information to members of the WWU staff upon request.
5. Designate a specific WSU Disability Services contact person for all WWU OSL/DRS correspondence.

ADDENDUM F

STUDENT SUPPORT SERVICES

WWU and WSU shall provide students with support services in support of WWU classes, workshops, events and conferences.

A. Role and Responsibilities: WWU Office of Student Life

1. All WWU students must adhere to the Academic Integrity Policy and Procedures, and the Student Rights and Responsibility Code as published in the WWU Bulletin. For more information, University Judicial Affairs staff may be contacted at 360-650-3383.
2. WWU students may use the Student Academic Grievance Policy and Procedures as published in the WWU Bulletin. For more information, the Office of Student Life may be contacted at 360-650-3844.
3. Students who need to withdraw from a class or for the quarter, because of an unanticipated incapacitating injury and/or illness requiring extensive recuperation or a significant personal emergency such as a death in the immediate family, will need to contact the Office of Student Life at 360-650-3844. A Hardship Withdrawal must be requested prior to taking the final exam.

B. Role and Responsibilities: WSU

1. Designate a specific WSU contact person for all WWU student support service correspondence.
2. In emergency situations, when time is of the essence, refer students to EvCC for initial counseling support for WWU students, if EvCC staff are available.
3. Refer students with support issues to the WWU Office of Student Life at 360-650-3844.

ADDENDUM G

LIBRARY SERVICES

WWU and WSU shall provide students with library services in support of WWU classes, workshops, events and conferences. When borrowing from the EvCC Library Media Center, WWU faculty, staff, and students will be governed by all EvCC Library policies established for community users (circulation policies, overdue fines, etc.).

A. Role and Responsibilities: WWU

1. Library instruction and reference assistance (on-site and electronic, as applicable) to WWU students
2. Interlibrary loan (ILL) for books, media and articles as provided by WWU Libraries ILL. This is direct-to-user loaning, i.e. not involving host site ILL.
3. Databases needed for the programs.
4. Various forms of electronic reference services.
5. Electronic reserves.
6. Assistance in recovering overdue or lost EvCC materials checked out by WWU students including holding student grades and transcripts until resolved. Compensation to EvCC for cost of any materials loaned to WWU students and not returned after a period of twelve months.
7. Develop a procedure for management of physical reserve materials requested for WWU courses.
8. Designate a specific WWU contact person for all correspondence with EvCC library.

B. Role and Responsibilities: WSU

The following notes do not indicate a promise on the part of WSU or the EvCC Library and Media Services to provide standards of service or scope of service that address the needs of students and faculty engaged in upper division or graduate level programs.

1. WWU student, faculty, and staff access to on-site collection of library materials..
2. On-site reference service to WWU students, when requested.
3. Checkout privileges to WWU students, in accordance with EvCC policies and procedures.
4. Access to study rooms.
5. EVCC will annually bill WWU for any materials or equipment that have not been returned after a period of twelve months.
6. Designate a specific WSU contact person to coordinate with the library for all correspondence with WWU library.
7. Provide a system for management of WWU owned print and media reserve materials and limited space for reserved items as identified on a quarterly basis by library staff.

ADDENDUM H

REIMBURSEMENT RATES SUMMARY

The parties agree to the below rates of reimbursement for services in support of WWU programs. In the event that WWU incurs charges other than those described below or provided herein, WSU will invoice WWU in a timely manner.

1. Classrooms, meeting rooms and office space related to degree programs sufficient to support programs	Included in Section VII.
2. Office Technology Support	Included in Section VII. Support for up to fourteen assigned or shared desktops. Support for more desktops is contingent on availability.
3. Phone	Phones are provided on the assigned and shared desks. WWU will cover the costs of long-distance costs through its own SCAN service.
4. Conference Rooms & Special Facilities	Conference rooms and special facilities made available for occasional non-program-related use will be charged in the same way as other users of EvCC facilities.
5. Printing and copying services	Provided on the same basis as for UC offices. If used within the UC, WWU will reimburse WSU for charges. Current costs per print: B&W: 5 cents Color: 12 cents Costs are subject to change.
6. Mail Services	Mail Services (outgoing and incoming) provided at the same level as for UC offices. If used, WWU will reimburse UC or EvCC for postage at cost.
7. Transportation (parking services for faculty, staff and students)	At same rates charged to all UC faculty, staff and students; paid by individuals receiving services.
8. Computer lab access for WWU/Everett students to designated open student labs (student drop-in at EvCC and University Center).	\$9 per head quarterly, billed to WWU quarterly. (List of students provided by WWU personnel no later than the fifth day prior to each quarter.)
9. Computer classroom lab for instructional purposes on EvCC campus and at University Center	If WWU classes are scheduled in a computer lab for which there is a fee charged to WSU students, then that same fee will be charged per student in the WWU class, and charged to WWU.
10. Science lab for instructional purposes on EvCC campus.	If WWU classes are scheduled in a science lab in which supplies and equipment will be used, then a fee in advance will be arranged and charged to WWU.
11. Access to fitness and recreation facilities	Not included in this Agreement.
12. IVC/videoconferencing services	IVC use for classes and meetings other than IVC-based programs, will be charged at the following rates: For ITV use that exceeds the regularly scheduled classroom use and occasional faculty or staff meeting, the fee is \$30 per hour, 2 hour minimum, for use of large IVC rooms; \$15 per hour, 2 hour minimum for use of small IVC rooms or portable IVC units. Note: routine audio-visual support (known as a "teaching station") in the classroom provided at no cost.