

**AMENDMENT NO. 1
TO THE
INTERAGENCY AGREEMENT BETWEEN
THE EVERGREEN STATE COLLEGE
AND
WASHINGTON STATE UNIVERSITY**

THIS AMENDMENT NO. 1 (the "Amendment") is made and entered into by and between The Evergreen State College ("TESC") and Washington State University ("WSU").

RECITALS

WHEREAS, TESC and WSU previously entered into an Agreement dated May 19, 2014 (the "Agreement"), which defines the parties' relationship in providing baccalaureate degree opportunities at the WSU North Puget Sound at Everett; and

WHEREAS, TESC agreed that it would offer a Bachelor of Arts in Liberal Arts degree at that location in the Fall, Winter, and Spring of 2014-15 and Fall, Winter, and Spring of 2015-16, and WSU agreed to compensate TESC pursuant to offering this educational opportunity; and

WHEREAS, the parties desire to modify the terms of the Agreement to reflect that TESC does not have a cohort of students for the 2014 portion of its academic year (Fall 2014), and to allow TESC to determine whether it will be able to begin a cohort for the Winter or Spring 2015 terms.

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendments.

- a. The third paragraph under "PURPOSE" on Page 1 is hereby amended as follows (deletions are in ~~strike~~through, additions are underlined):

WSU will manage the activities and logistics of operating the UC, including the services provided for herein, and TESC agrees to provide instruction for 13 annual FTE ~~in Fall, Winter and Spring, 2014-15, and for the below-listed degree beginning with Winter and Spring quarters of 2015, providing that it is able to recruit new students to begin a cohort for the Winter or Spring 2015 terms. Otherwise, TESC will begin providing 13 annual FTE in Fall, Winter and Spring 2015-16 in the UC facilities for the following degree: Bachelor of Arts in Liberal Arts, with an emphasis on reservation-based, community-determined issues.~~

- b. Section V.B.1. and V.B.1.a are hereby deleted and replaced in their entirety with the following:

1. Compensation paid to TESC 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 the following:

- a. **Bachelor of Arts in Liberal Arts degree, emphasis in reservation-based, community-determined issues¹**

Winter 2015, \$24,570 for a target of 13 annual FTE
Spring 2015, \$24,570 for a target of 13 annual FTE

Fall 2015, \$24,570 for a target of 13 annual FTE
Winter 2016, \$24,570 for a target of 13 annual FTE
Spring 2016, \$24,570 for a target of 13 annual FTE

- c. Section V.B. is hereby modified to include the following additional provision:

8. If TESC is unable to recruit a cohort to begin in either Winter or Spring 2015, no compensation will be paid to TESC by WSU for the period(s) in which it does not offer the above-referenced degree.

- d. Section VI. is hereby amended as follows (additions are underlined):

TESC and WSU have identified the below baccalaureate degree program to be offered by TESC and the FTE target enrollment. TESC agrees to continue to meet all Northwest Commission of Colleges and Universities (NWCCU) accreditation standards related to its instruction.

- **Bachelor of Arts degree in Liberal Arts with an emphasis in reservation-based issues. Target enrollment: 13 annual FTE in each year of 2014-15 and 2015-16, except as otherwise provided herein.**

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

2. Other Terms and Conditions Unchanged. Apart from the previous modifications to the Agreement, the Agreement remains unchanged and in full force and effect. This Amendment shall be effective on the last date signed below and shall be attached to the Agreement.

[Signatures follow on next page.]

¹ Each quarter listed herein is calculated as follows (13 FTE x \$6,300) x 90% ÷ 3

THE EVERGREEN STATE COLLEGE

APPROVED BY:

Signature: 

Name: John A. Hurley

Title: V.P. for Finance & Admin

Date: JAN 13, 2015

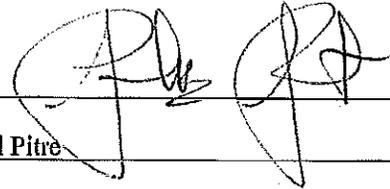
WASHINGTON STATE UNIVERSITY

Signature: 

Name: Christine R. Hoyt

Title: Contracts Manager

Date: 11-21-14

Signature: 

Name: Paul Pitre

Title: Dean, North Puget Sound at Everett

Date: 11-24-2014

**INTERAGENCY AGREEMENT
BETWEEN
THE EVERGREEN STATE COLLEGE
AND
WASHINGTON STATE UNIVERSITY**

I. PURPOSE

This Agreement is entered into by and between The Evergreen State College ("TESC"), and Washington State University ("WSU"), pursuant to the authority granted by Chapter 39.34 RCW (Interlocal Cooperation Act).

The purpose of this Agreement is to define the terms of the relationship between TESC 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 TESC agrees to provide instruction for 13 annual FTE in Fall, Winter and Spring, 2014-15, and 13 annual FTE in Fall, Winter and Spring 2015-16 in the UC facilities for the following degree: **Bachelor of Arts in Liberal Arts, with an emphasis on reservation-based, community-determined issues.**

II. BACKGROUND

The University Center of North Puget Sound is a consortium of higher education institutions, including TESC, 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 students, faculty, and staff the underlying principles of this Agreement emphasize collaboration among all the institutions. Among these shared benefits are the following:

- Expansion and coordination of the delivery of undergraduate and graduate level programs to students in the north Snohomish, Island and Skagit Counties region.
- Interaction among EvCC, TESC, WSU, and all consortium institution faculty regarding research, educational program design, and other matters of mutual interest.
- Enhanced student recruitment, focusing on educational opportunities offered through the collaboration.
- Potential for added coursework and degree programs for students.
- 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 TESC and WSU staff is encouraged, both institutions agree to name a point of contact for the contracted academic program 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
- TESC: Walter Niemiec, Associate Vice President, The Evergreen State College

Additional contacts will be developed by WSU and TESC to support communication, as appropriate.

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 TESC 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 the following:
 - a. **Bachelor of Arts in Liberal Arts degree, emphasis in reservation-based, community-determined issues**

Fall, Winter, Spring 2014-15: \$73,710 for a target of 13 annual FTE¹
Fall, Winter, Spring 2015-16: \$73,710 for a target of 13 annual FTE²
2. Enrollment FTE above this will be negotiated by both parties.
3. FTE is calculated based on the enrollment during all of the identified quarters, where 45 reportable credits are equivalent to one FTE.

¹ Calculated at (13 FTE X \$6300) X 90%

² Calculated at (13 FTE X \$6300) X 90%

4. Payments for each academic year shall be made in three equal installments on or before November 15, February 15, and May 15 of each year.
5. WSU will utilize the remaining percentage or 10% of the FTE funds to offset its overhead, use of facilities, services to faculty, staff and students, marketing, and other expenses.
6. During Fall, Winter and Spring, TESC will charge students the regular academic year state tuition and fees.
7. Other charges that may accrue from services provided by WSU will be billed quarterly to TESC by WSU.

C. Reporting Requirements

TESC will provide to WSU such student enrollment data and reports as outlined in Addendum A. TESC shall provide the full PCHEES reports required by the Office of Financial Management regarding this Agreement as part of their higher education reporting system.

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. 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

TESC and WSU have identified the below baccalaureate degree program to be offered by TESC and the FTE target enrollment. TESC agrees to continue to meet all Northwest Commission of Colleges and Universities (NWCCU) accreditation standards related to its instruction.

- Bachelor of Arts degree in Liberal Arts with an emphasis in reservation-based issues. Target enrollment: 13 annual FTE in each year of 2014-15 and 2015-16.

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

VII. ADMINISTRATIVE SUPPORT SERVICES

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

1. Classroom space for scheduled seminars, expected to be two evenings per week during each quarter. Classroom space will typically be located on the Tulalip Tribes' reservation and must be mutually acceptable to TESC and WSU.
 - a. Notice of quarterly room needs and class cancellations at any location reserved by WSU on behalf of TESC must be provided to WSU on a schedule agreed to between the TESC representative and WSU.
 - b. TESC is responsible for providing audio-visual equipment utilized by students and instructors in the classroom. To the extent possible within its resources, WSU will assist in providing technical assistance for classroom audio-visual needs.
2. One private office space and meeting room at UC for TESC faculty and staff to use on a pre-scheduled basis for such purposes as student meetings, planning meetings, class preparation, etc., as appropriate.
3. Use of UC staff and faculty lounges by TESC staff/faculty, as appropriate, offered at the same level as that enjoyed by other UC offices.

4. WSU and TESC will discuss marketing and recruitment strategies aimed at those populations associated with regional tribes and appropriate current community college students and shall work together to promote the educational programs offered by TESC at the UC.
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. If this service is used, TESC will reimburse WSU or EvCC for postage at cost.
7. Parking services at EvCC campus for TESC 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. TESC personnel shall be eligible for participation in EvCC's local Commute Trip Reduction-type programs and for any benefits to be derived therefrom.
8. When at UC, all TESC students, faculty and staff 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 TESC staff, faculty, students and visitors offered at the same level and rates as those enjoyed by UC personnel.

VII. STUDENT SUPPORT

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

1. TESC students have access to Gray Wolf Hall lounges, study areas and other student-oriented facilities of the UC during regular hours.
2. TESC may make arrangements with EvCC campus bookstore to provide textbooks and other materials required in support of TESC programs. In addition, the sale of other merchandise, such as TESC-branded merchandise, may be handled under terms to be negotiated between the bookstore managers of TESC and EvCC.
3. WSU staff will provide general assistance to TESC in identifying local resources that may support accommodation of students with disabilities. TESC has the full responsibility for meeting the physical and service accommodations of such students.
4. Library Services as described in Addendum B.
5. WSU will provide TESC 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..

VIII. 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. The parties agree that TESC 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 operated by EvCC 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 or WSU neglect and/or refuse to restore said premises to their former condition or relocate staff and services of TESC to equivalent space, then TESC may terminate this Agreement as outlined in Section V-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 TESC 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 TESC 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 TESC 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 thereunder, 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 TESC in the event of any emergency or other incident involving TESC personnel, of which they have actual knowledge. Further, the parties will adhere to the following notification provisions related to Registered Sex Offenders:

1. TESC will notify both WSU and the EvCC Department of Campus Safety 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.

H. ADA Compliance

The 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

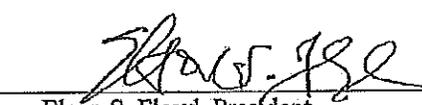
This Agreement may be changed, modified, or amended by written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

THE EVERGREEN STATE COLLEGE

WASHINGTON STATE UNIVERSITY

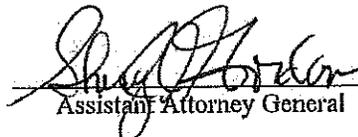

Les Purce, President
5-19-14
Date


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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Assistant Attorney General


Assistant Attorney General
5-9-14

ADDENDUM B
DATA ELEMENTS FOR ENROLLMENT REPORTS

- A. For the purpose of enabling TESC students enrolled in the program identified in this Agreement to have access to computer and parking services through as provided to WSU through an Agreement with EvCC, TESC 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 TESC staff and faculty assigned to the program identified in this Agreement to have access to computer, library and parking services through EvCC, TESC 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 the Principal Assistant at the UC, or otherwise made available to WSU.
- 1) The method of reporting enrollment is by using the PCHEES system or 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) TESC University ID (school code)
 - e) Year Quarter Started
 - f) Pell grant recipient during the quarter of the report (Yes or No) (Optional)
 - 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) (Optional)See Table A below for codes.
- D. Each October, WSU will return a list of enrolled students to TESC, based on the lists provided in C (1) above with a request that program graduates be noted, 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.

**ADDENDUM B
LIBRARY SERVICES**

TESC and WSU shall provide students with library services in support of TESC classes, workshops, events and conferences. When borrowing from the EvCC Library Media Center, TESC 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: TESC

1. Library instruction and reference assistance (on-site and electronic, as applicable) to TESC students
2. Interlibrary loan (ILL) for books, media and articles as provided by TESC 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 TESC students including holding student grades and transcripts until resolved. Compensation to EvCC for cost of any materials loaned to TESC students and not returned after a period of twelve months.
7. Develop a procedure for management of physical reserve materials requested for TESC courses.
8. Designate a specific TESC 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. TESC student, faculty, and staff access to on-site collection of library materials..
2. On-site reference service to TESC students, when requested.
3. Checkout privileges to TESC students, in accordance with EvCC policies and procedures.
4. Access to study rooms.
5. EVCC will annually bill TESC 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 TESC library.
7. Provide a system for management of TESC owned print and media reserve materials and limited space for reserved items as identified on a quarterly basis by library staff.