

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

**THIS AMENDMENT NO. 1** (the “Amendment”) is made and entered into by and between Central Washington University (“CWU”) and Washington State University (“WSU”).

**RECITALS**

**WHEREAS**, CWU and WSU previously entered into an Agreement dated June 2, 2014 (the “Agreement”), which defines the parties’ relationship in providing baccalaureate degree opportunities at WSU North Puget Sound at Everett; and

**WHEREAS**, CWU agreed that it would offer a 1) **Bachelor of Applied Science in Information Technology and Administrative Management** degree and a 2) **Bachelor of Science in Interdisciplinary Studies – Social Science** degree at that location in the Fall, Winter, and Spring of 2014-2015 and Fall, Winter, and Spring of 2015-16, and WSU agreed to compensate CWU pursuant to offering this educational opportunity; and

**WHEREAS**, the parties desire to modify the terms of the Agreement to reflect that CWU did not have a cohort of Everett University Center (“EUC”) students attending classes at the EUC taught by instructors located at the EUC for 2015-2016, and to allow CWU to determine whether it will be able to begin a cohort for the Fall, Winter or Spring of 2016-2017.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Amendments.

- a. The third paragraph under Section I entitled “**PURPOSE OF THE AGREEMENT**” is hereby deleted and replaced with the following:

WSU will manage the activities and logistics of operating the Everett University Center (“EUC”) and agrees to pay CWU for student FTEs actually attending classes where the class is located at the EUC and the instructor teaches from the EUC.

CWU agrees to provide 66 annual FTE in the Fall, Winter, and Spring of 2016-2017 in the EUC facilities for the following degrees: 1) 25 FTE for a **Bachelor of Applied Science in Information Technology and Administrative Management** degree and 2) 41 FTE for a **Bachelor of Science in Interdisciplinary Studies – Social Science**.

- b. Section V entitled “**TERMS**” is hereby deleted and replaced with the following:
  - A. Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2016, and to be completed on June 30, 2017, unless terminated sooner or extended, as provided herein.
  - B. Both parties agree to review these terms and conditions, including FTE enrollment by January 1st each year during the duration of this Agreement.
- c. Subsection IV(A)(1) of Section IV entitled “**ACADEMIC PROGRAMS**” is hereby deleted and replaced with the following:
  - A. CWU and WSU have identified the below baccalaureate degree program to be offered by CWU and the below FTE target enrollment. CWU agrees to continue to meet all Northwest Commission of Colleges and Universities (“NWCCU”) accreditation standards related to its instruction of these programs. FTE enrollment will be comprised of students attending classes located at the Everett University Center and the CWU faculty will provide instruction from the Everett University Center physical location. Operations and services provided for these programs will be administered through WSU.
- d. The Section entitled “**PAYMENT FOR DEGREE PROGRAMS**” (erroneously identified as Section V in the Agreement) is hereby deleted and replaced with the following:
  - A. Compensation paid to CWU 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 not exceed the following amount at the specified funding levels:
    - 1. **Bachelor of Applied Science in Information Technology and Administrative Management degree**  
FY 2017, \$137,025 for a target of 25 annual FTE/\$5481 per annual FTE
    - 2. **Bachelor of Science in Interdisciplinary Studies – Social Science**  
FY 2017, \$219,555 for a target of 41 annual FTE/\$5355 per annual FTE
  - B. Effective July 1, 2016, annual payment for FTE shall be paid to CWU by WSU in the following manner: half of the annual payments shall be made by November 15 and May 15 of each fiscal year.
  - C. If CWU is unable to recruit the agreed upon FTE to begin in Fall, Winter, or Spring 2016- 2017, WSU will prorate the amount paid to CWU based on the number of student FTE served at the EUC. CWU will not be compensated for students who are accessing the on-line degree program offerings.

- e. Addendum A entitled “**DATA ELEMENTS FOR ENROLLMENT REPORTS**” shall be deleted and replaced with the following:

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 and May 1.

- a. Student name
- b. Current Academic Year
- c. Current Academic Quarter
- d. CWU site attended
- e. Classes attended in-person at the Everett University Center
- f. CWU University ID (school code)
- g. Year Quarter Started
- h. Pell Grant Recipient During the Quarter of the report (Yes or No)
- i. Student Major
- j. Race code (using codes below)

1 Asian
2 African American
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

- k. Date of Birth (MM/DD/YYYY)
- l. Gender (M/F or blank if unknown)
- m. Home Zip Code (local)
- n. Number of Credit Hours

CWU will submit a report showing its FTE for each quarter (as noted above). WSU will verify the student FTE accessing instruction at the Everett University Center. Once all FTE are verified, WSU will inform CWU of their FTE and pay them accordingly.

*[This Space Left Intentionally Blank]*

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.

CENTRAL WASHINGTON UNIVERSITY

WASHINGTON STATE UNIVERSITY

APPROVED BY:

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Amanda Owen

Title: \_\_\_\_\_

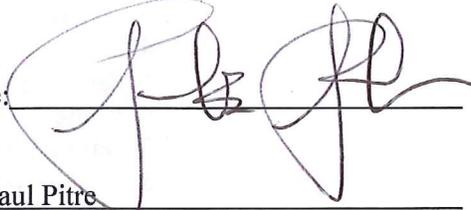
Title: Contracts Manager, Finance and Admin

Date: \_\_\_\_\_

Date: 11.29.16

RECOMMENDED BY:

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Paul Pitre

Title: \_\_\_\_\_

Title: Chancellor, North Puget Sound at Everett

Date: \_\_\_\_\_

Date: 11-7-16

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

**I. PURPOSE OF THE AGREEMENT**

This Agreement is entered into by and between Central Washington University ("CWU") and Washington State University ("WSU").

The purpose of this Agreement is to define the terms of the relationship between CWU and WSU in providing the necessary personnel, equipment, material, instruction and/or services for 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 CWU will provide the following instruction in the UC facilities:

1. 25 annual FTE in 2014-15 and 25 annual FTE in 2015-16 for the **Bachelor of Applied Science in Information Technology and Administrative Management** degree at the UC.
2. 41 annual FTE in 2014-15 and 41 annual FTE in 2015-2016 for the **Bachelor of Science in Interdisciplinary Studies – Social Sciences** degree at the UC site.

**II. BACKGROUND**

The University Center of North Puget Sound is a consortium of higher education institutions, including CWU, 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 level programs to students in north Snohomish, Island, and Skagit counties and surrounding region.
- Interaction among EvCC, CWU, WSU, and all consortium institution faculty regarding research, educational program design, industry trends, 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 interinstitutional relationship proposed hereto. Operations and services provided for this program will be administered through the CWU-Lynnwood University Center. To that end, the parties agree specifically to the following:

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

- UC: Paul Pitre, Dean, Washington State University North Puget Sound at Everett
- CWU Academic Programs: Tracy Pellett, Associate Provost
- CWU Operations and Services: Melanie Palm, Director of Operations, University Centers

#### **V. TERMS**

- A. 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.
- B. Both parties agree to review these terms and conditions, including FTE enrollment, by October 15 each year during the duration of this Agreement.

#### **IV. ACADEMIC PROGRAMS**

##### **A. Course and Degree Offerings**

1. The parties will cooperate to develop and deliver baccalaureate programs and degrees that meet the needs of the region in addition to the two degree programs cited herein. CWU agrees to continue to meet all NWCCU accreditation standards related to the instruction of these programs. FTE enrollment will be comprised of students enrolled in program classes located at the UC. Operations and services provided for this program will be administered through WSU.
2. CWU will provide reports requested by the Office of Financial Management regarding this contract as part of their higher education reporting system.
3. CWU will provide to WSU quarterly student enrollment data and reports as outlined in Addendum A.

#### **V. PAYMENT FOR DEGREE PROGRAMS**

- A. Compensation for the work provided in accordance with the Terms of Agreement for the **Bachelor of Applied Science in Information Technology and Administrative Management** degree 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:
  - 1. FY 2015: \$137,025 for a target of 25 annual FTE.
  - 2. FY 2016: \$137,025 for a target of 25 annual FTE.
  
- B. Compensation for the work provided in accordance with the Terms of Agreement for the **Bachelor of Science in Interdisciplinary Studies – Social Sciences** degree 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:
  - 1. FY 2015: \$219,555 for a target of 41 annual FTE.
  - 2. FY 2016: \$219,555 for a target of 41 annual FTE.
  
- C. Effective July 1, 2014, annual payment for FTE shall be paid to CWU by WSU in the following manner: Half of the annual payments shall be made by November 15 and May 15 of each fiscal year.

**VI. TERMINATION**

Rights of termination shall be:

- A. 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.
  
- B. 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.
  
- C. 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.
  
- D. In the event of termination, students who have failed to complete the program or to make sufficient academic progress with their cohort will be offered the opportunity to continue at another CWU location subject to their academic eligibility to do so.

**VII. ADMINISTRATIVE SUPPORT SERVICES**

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

1. Office space for CWU staff and faculty at shared workstations or in private offices, depending on need and demand, and according to space availability at the UC, and as assigned by WSU.
2. Use of UC and faculty lounges by CWU staff/faculty offered at the same level as that enjoyed by UC staff and faculty.
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. CWU will not be charged a rental fee for program-related use, but may be charged for custodial, security or other services, provided the charge is applied in the same method as to other UC offices for special set-ups and/or large public events. 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 other UC offices.
6. Mail Services (outgoing and incoming) provided at the same level of service as for other UC office. CWU will reimburse UC or EvCC for postage at cost, if any is incurred.
7. Parking services for CWU 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. CWU personnel shall be eligible for participation in EvCC's local Commute Trip Reduction-type programs and for any benefits to be derived there from.
8. All CWU students, faculty and staff who are associated with CWU programs located at the UC site are required to adhere to EvCC's Parking and Security Policies. In cases where a conflict between policies may arise, the EvCC's policy shall prevail.
9. Use of cafeteria/food services/catering by CWU staff, faculty, students and visitors offered at the same level and rates as those enjoyed by UC's personnel.
10. Health, Safety, and Security Services as described in Addendum B.
11. Promotion and Marketing Services as described in Addendum C.
12. Technology Support Services as described in Addendum G.

## **IX. STUDENT, FACULTY AND STAFF SUPPORT**

WSU agrees to collaborate with CWU to facilitate and/or provide support services for CWU's students, as well as faculty and staff, as follows:

1. Classrooms, including appropriate audio-visual equipment, for courses directly related to the programs for which there is an academic agreement, on a pre-scheduled basis. For the purpose of efficient classroom scheduling, notice of class cancellations and quarterly

room needs at the UC must be provided to WSU staff based on a schedule agreed to between the CWU representative and WSU staff.

2. Both parties recognize that effective modes of instructional delivery are constantly evolving, and this agreement reflects an intention for CWU to utilize traditional classroom space, computer labs and multi-media rooms on a pre-scheduled basis.
3. CWU students accorded access to lounges, study areas, and other student-oriented facilities in the same manner as UC students.
4. Bookstore services provided, if requested, to include sale of textbooks and other materials required in support of CWU programs. In addition, the sale of other merchandise, such as CWU-branded merchandise, may be handled under terms to be negotiated between the bookstore managers of CWU and EvCC.
5. Disabled Student Services as described in Addendum D.
6. Student Support Services as described in Addendum E.
7. Library Services as described in Addendum F.

## **X. FEES**

1. Considering the same access to all computer labs and internet services as UC students, CWU student technology fees will be reimbursed to the WSU at the CWU student technology fee rate (currently \$2.50 per credit hour up to a maximum of \$25/student) on a quarterly basis for students enrolled in the CWU program located at the UC.
2. WSU will prepare an invoice for technology fee costs on a quarterly basis per FTE reported as indicated in Addendum A.
3. Other fees related to use of facilities and services are listed in Addendum H.

## **XI. FACILITIES**

### **A. Building Maintenance**

1. WSU has contracted with EvCC for maintenance of space utilized by CWU. 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 premise 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 EvCC facilities as defined in the EvCC Policies and Procedures manual.
3. WSU has contracted with EvCC who, unless herein specified to the contrary, shall 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, 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 implementation.

**B. Reimbursement for Damage to Premises**

CWU hereby agrees to reimburse WSU or EvCC for damages caused by the acts or negligence of its employees, clients and agents, but in no event shall this paragraph to 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 CWU responsible for the repair of normal wear and tear.

**XII. 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 any party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of the parties, other personnel duly authorized by any 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 another 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 another party are not erroneously disclosed to third parties.

**XII. 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 CWU 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 or WSU neglects and/or refuses to restore said premises to their former condition or relocate staff and services of CWU to equivalent space, then CWU may terminate this Agreement as outlined in Section V. 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 CWU 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 CWU 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 CWU, 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 CWU Police in the event of any emergency or other incident involving CWU personnel, of which they have actual knowledge. See Addendum B.

**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. See Addendum D.

**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. 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.

**P. Agreement Changes, Modifications and Amendments**

This Agreement may be changed, modified, or amended by written agreement executed by both parties. The parties may mutually agree in writing to extend this Agreement for additional years as needed to meet the needs of the program. Nothing in this Agreement shall be construed to prohibit the parties to sign a new and superseding Agreement, as changed conditions shall warrant. Legislative decision to extend UC enrollment funding does not constitute an automatic renewal or extension in the absence of said mutual Agreement

**Q. All Writings Contained Herein**

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.

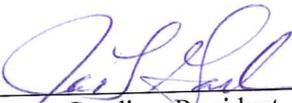
IN WITNESS WHEREOF, the parties have executed this Agreement.

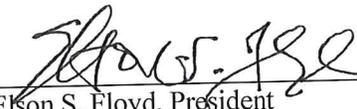
**CENTRAL WASHINGTON UNIVERSITY**

**WASHINGTON STATE UNIVERSITY**

*5/27/14*  
**Approved by:**

**Approved by:**

  
James Gaudino, President  
4/2/14  
Date

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

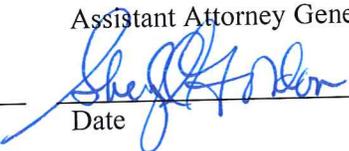
APPROVED AS TO FORM:

APPROVED AS TO FORM:

Assistant Attorney General

Assistant Attorney General

AG'S SIGNATURE ON FILE  
\_\_\_\_\_  
Date

  
5-13-14  
Date

## ADDENDUM A

### DATA ELEMENTS FOR ENROLLMENT REPORTS

- A. For the purpose of enabling CWU students enrolled in the program identified in this Agreement to have access to computer, library, and parking services through EvCC and the UC, CWU will report to WSU 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 billing for the technology fees, quarterly; as described in Section VIII (1) and (2), CWU will report to WSU the following data/list no later than the 30<sup>th</sup> day of the quarter, those students enrolled as of the tenth day of the quarter:
- 1) Student name
  - 2) Student date of birth
  - 3) Number of credits enrolled
- C. For the purpose of enabling CWU staff and faculty assigned to the program identified in this Agreement to have access to computer, library and parking services through the UC, CWU will report to WSU 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
- D. The following reports and data must be submitted to the WSU Principal Assistant or made available through the PEECHES system. Data will be compiled for reports to WSU.
- 1) Quarterly Enrollment Report. 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) CWU 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 in Table A 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.

- 3) Graduates Report. Each October, WSU will return a list of enrolled students to CWU, based on the lists provided above with a request that program graduates be noted, with date of graduation and name of degree.
- E. Both institutions 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	Character	4

	Field Name	Description	Data Type	Length
		A892 A89 = 2008-09 2 Fall Quarter 2008 A893 A89 = 2008-09 3 Winter 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 B34 = 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 3 American Indian 4 Hispanic 5 Pacific Islander 6 White 7 Native Hawaiian or Other Pacific Islander	Character	1

	Field Name	Description	Data Type	Length
		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

### HEALTH, SAFETY, AND SECURITY SERVICES

CWU 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: CWU

1. Designate a specific CWU contact person who will coordinate with WSU staff to facilitate compliance with policies and procedures affecting CWU personnel at the UC.
2. All CWU students, faculty and staff who are associated with CWU 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. CWU shall immediately report to EvCC any health, safety or security incident involving CWU personnel that occurs at the UC or on the EvCC campus of which it has actual knowledge.
4. CWU 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 CWU student's presence at the UC.

#### B. Role and Responsibilities: WSU

1. Designate a specific WSU contact person who will coordinate with CWU staff to facilitate compliance with policies and procedures affecting CWU personnel at the UC.
2. Notify the CWU Public Safety and Police Services Office, at 509-963-2959 (available 24-hours), in the event of any emergency or other incident involving or affecting CWU personnel, of which it has actual knowledge.
  - a. In the case of disorderly or threatening conduct occurring at the UC by a CWU 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 CWU 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. CWU will notify both the 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 CWU 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 C

### PROMOTION AND MARKETING

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

**A. Role and Responsibilities: CWU**

1. Designate a specific, CWU 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 CWU 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 CWU staff to discuss mutually beneficial marketing opportunities.
2. Coordinate annually marketing plans for the promotion and marketing of CWU programs in each other's marketing material and efforts.

## **ADDENDUM D**

### **SERVICES FOR STUDENTS WITH DISABILITIES**

CWU, through its Center for Disability Services (CWU CDS), and WSU shall provide qualified students with disabilities an equal opportunity to access classes, workshops, events and conferences. Equal access to CWU services and programs is in compliance with CWU Reasonable Accommodation Policy and applicable state and federal laws.

#### **A. Role and Responsibilities: CWU CDS**

1. Comply with the CWU CDS 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 Braillists.
3. Directly pay for or arrange for payment for reasonable accommodations for CWU students with disabilities while they are participating in the CWU programs at the UC.
4. Designate a specific CWU Disability Services contact person for all CWU CDS correspondence.

#### **B. Role and Responsibilities: WSU**

1. Ensure campus facilities, infrastructure, and general communications and services made available to CWU qualified students with disabilities are in compliance with applicable state and federal disability laws.
2. Coordinate on-site placement of accessible furnishings in CWU designated facilities for qualified students with disabilities when requested from the CWU CDS staff or a CWU 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 CWU students will be accommodated whenever possible. CWU will be contacted in the event that the needs of CWU students exceed the UC's existing supply of accessible furnishings. EvCC students have priority use of UC accessible furnishings. CWU 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 CWU students.
3. Provide, when requested by CWU 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 CWU CDS referral information to members of the CWU staff upon request.
5. Designate a specific WSU Disability Services contact person for all CWU CDS correspondence.

## **ADDENDUM E**

### **STUDENT SUPPORT SERVICES**

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

#### **A. Role and Responsibilities: CWU**

1. All CWU students are responsible to adhere to the CWU Student Conduct Code (WAC 106-120). Contact: Student Affairs and Enrollment Management, phone 509-963-1515.
2. CWU students will direct complaints and concerns regarding their academic experience to appropriate CWU staff.
3. CWU students who need to withdraw from a class, the quarter, or the University for any reason, will do so in accordance with CWU policies and procedures.

#### **B. Roles and Responsibilities: WSU**

1. Designate a specific WSU contact person for all CWU student support service correspondence.
2. In emergency situations, where time is of the essence and if EvCC staff is available, refer students to EvCC to provide initial counseling support for CWU students.
3. Refer students with support issues to Tina Wang, Westside Student Affairs, 425-640-1574 X 3872.

## **ADDENDUM F**

### **LIBRARY SERVICES**

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

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

## **ADDENDUM G**

### **TECHNOLOGY SUPPORT SERVICES**

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

WSU will provide CWU 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 H  
REIMBURSEMENT RATES SUMMARY**

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

Classrooms, meeting rooms and office space related to degree programs sufficient to support programs	Financial arrangements for offices, classrooms, meetings and support services are outlined in Sections VII and X.
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 UC facilities.
Printing and copying services	Provided on the same basis as for UC offices. If used, CWU will reimburse UC for charges.
Mail Services	Mail Services (outgoing and incoming) provided at the same level as for UC offices. If used, CWU will reimburse the UC or EvCC for postage at cost.
Transportation (parking services for faculty, staff and students)	At same rates charged to UC faculty, staff and students; paid by individuals receiving services. Alternatively, CWU staff may arrange with EvCC cashiers staff to be billed for a group of parking permits each quarter. Current fees may be found at <a href="http://www.everettcc.edu/administration/operations/security/parking/">http://www.everettcc.edu/administration/operations/security/parking/</a>
Computer lab access for CWU/Everett students to designated open student labs and wireless access.	As listed in Section X. (List of students provided by CWU personnel no later than 5 days before each quarter.)
Computer classroom lab for instructional purposes on EvCC campus	If a CWU class is scheduled in a computer or science lab, a lab fee will be charged to CWU at the same rate as charged for UC classes. When reservations are made in advance, the fee will be confirmed based on number of hours used and the number of students in the class.
Access to fitness and recreation facilities	Not included in this agreement.
ITV/videoconferencing services	Use of ITV services is included in fees charged in Section IV related to the specific academic program specified in this Agreement. If a non-program class is built using video-conferencing as its mode of delivery the operator fees are \$30 per hour for the large IVC room, and \$20 per hour for small IVC room where an operator is not required to manage the full transmission. This will be billed to CWU quarterly. Note: routine audio-visual support provided at no cost.