

AMENDMENT NO. 3
TO INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
LOWER COLUMBIA COLLEGE
FOR BACCALAUREATE DEGREE PROGRAM(S)

THIS AMENDMENT TO INTERAGENCY AGREEMENT (“Amendment No. 3”) is entered as of May 7, 2021, by and between Washington State University (“WSU”) and Lower Columbia College (“LCC”). WSU and LCC are referred to herein individually as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, on May 7, 2015, the Parties entered an Interagency Agreement (“Agreement”) to set forth the terms and conditions pursuant to which WSU would offer, on the LCC campus, a program and instruction for a B.S. in Nursing;

WHEREAS, on September 16, 2016, the Parties entered an amendment to the Agreement (“Amendment No. 1”) to update contact information, modify space allocation, and modify billing details;

WHEREAS, on May 7, 2020, the Parties entered an amendment to the Agreement (“Amendment No. 2”) to extend the Term of the Agreement; and

WHEREAS, the Parties desire to again amend the Agreement to extend the Term and, to that end, enter and execute this Amendment No. 3.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT

The Agreement shall be amended as follows:

- 1. Term**. Section 11 of the Agreement, as previously amended, (“Term of Agreement”) shall be amended as follows (additions are in underline):

11. **Term of Agreement.** The term of agreement is five (5 years) beginning on the date of execution of the original agreement (May 7, 2015) and exercising an option for an additional one-year agreement (a bit more than 13 months) to extend the term to June 30, 2021; and exercising a second option for an additional one-year agreement to extend the term to June 30, 2022.

2. **Other Terms and Conditions Unchanged.** Apart from the previous modification, the Agreement, as amended, remains unchanged and in full force and effect. This Amendment No. 3 shall be effective on the last date signed below and shall be attached to the Agreement.

3. **Signatures.** The Parties affirm that the individuals signing this Amendment No. 3 to the Agreement have the authority to do so and by their signature agree that the Parties will comply with the terms and conditions of both the original Agreement and the Amendments noted herein.

Signed and Agreed:

Lower Columbia College



Nolan Wheeler
Vice President of Administration

07/07/2021

Date

Washington State University Vancouver



Amanda N. Owen
Associate Director
Real Estate and Business Operations

7.7.21

Date

AMENDMENT TO INTERAGENCY AGREEMENT BETWEEN
WASHINGTON STATE UNIVERSITY AND
LOWER COLUMBIA COLLEGE
FOR BACCALAUREATE DEGREE PROGRAM(S)

As of May 7, 2020, **WSU Contract No. 22436/ REID: #08-150-001** between Washington State University (WSU) and Lower Columbia College (LCC) is amended as follows:

Section 11, Page 6 of 28, beginning with line 11:

Term of Agreement: The term of agreement is five (5 years) beginning on the date of execution of the original agreement (May 7, 2015) and exercising an option for an additional one-year agreement (a bit more than 13 months) to extend the term to June 30, 2021.

Signed and Agreed:

Lower Columbia College



Nolan Wheeler
Vice President of Administration

5/14/20

Date

Washington State University Vancouver



Lynn Valenter
Vice Chancellor Finance and Operations

5/21/2020

Date



Ryan H. Goodell
Assistant Vice President, Real Estate &
Business Operations

5/21/20

Date

AMMENDMENT TO INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
LOWER COLUMBIA COLLEGE
FOR BACCALAUREATE DEGREE PROGRAM(S)

As of September 1st 2016, WSU Contract No. 22436 between Washington State University (WSU) and Lower Columbia College (LCC) is amended as follows:

Page 5, Line 44: Contact update from Mrs. Renee Carney, Director of eLearning & Educational Partnerships to Ms. Tamra Bell, Interim Dean of Instructional Programs.

Page 9, Line 14: Reduction of office space from 210 square feet of office space to 105 square feet. "Rooms 128, 129" to "Room 128"

Page 9, Line 41: Reduction of Monthly Base Rent from \$600 to \$300.

Page 14, Line 35: Billing changed from "quarter" to "semester" and "LCC 10th day" to "WSUV 10th day".

Signed and Agreed:

LOWER COLUMBIA COLLEGE



Nolan Wheeler
Vice President of Administration

6/6/17

Date

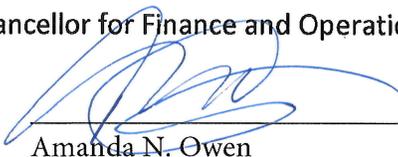
WASHINGTON STATE UNIVERSITY VANCOUVER



Lynn Valenter
Vice Chancellor for Finance and Operations

6/19/17

Date



Amanda N. Owen
Contracts Manager
Finance and Administration

6.26.17

Date

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**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
LOWER COLUMBIA COLLEGE
FOR BACCALAUREATE DEGREE PROGRAM(S)**

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This Interagency Agreement is made and entered into by and between Washington State University, a public, land-grant research institution located in Pullman, Washington, by and through its Vancouver campus (WSUV), and Lower Columbia College (LCC), a Community College in Longview, Washington.

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WHEREAS, WSUV and LCC are interested in expanding degree offerings in Longview, Washington, specifically in the area of nursing education; and

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WHEREAS, WSUV offers instruction leading to a Bachelor of Science in Nursing; and

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WHEREAS, LCC has the facilities and the ability to provide services to WSUV on the LCC campus;

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NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

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1. **Program.** WSUV will offer an on-site program and instruction for a B.S. in Nursing.
 2. **Costs, Facilities, and Services.** LCC will provide office and classroom space, space for administrative activities, and services to support WSUV academic functions, programs, and activities as provided herein. LCC will charge for facilities as services, and WSU will make payment, as provided herein.
 - a. **Costs and Payment.** Costs for the use of office and classroom space, services provided, and other fees are outlined in the Appendices to this Agreement. See, for example, Appendix A, Office and Classroom Lease.

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Where a fee or rate is not specified in this Agreement, LCC will assess a reasonable fee or rate to WSU, no higher than those assessed to LCC faculty and staff. Such charges may occur, for example, for the use of conference rooms or special facilities, use of catering services, and duplicating and mailing (the foregoing are provided as examples only).

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LCC shall submit quarterly invoices to the Contact Individual provided in the Notice section herein, including sufficient detail, indicating clearly the nature of all charges to be assessed by LCC, and including the WSU Contract # provided at the top of this Agreement.

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WSU shall make payment within 30 days of properly submitted invoices.

1 LCC shall not bill WSU for services performed under this Agreement if LCC is entitled to
2 payment or has been or will be paid by any other sources, including state funding or
3 grants, for that service.
4

5 **b. Utilities and Custodial.** The provision of facilities and services by LCC includes utilities
6 (such as heat, light, power, water, etc.) and custodial services at the same level and
7 frequency as other LCC offices and classrooms. No separate costs for utilities and
8 custodial will be charged to WSUV. WSUV offices will comply, operational needs
9 permitting, with LCC's Energy Conservation policies.
10

11 **c. Classroom Support.** LCC will provide the audio visual and other classroom equipment
12 necessary to support those classrooms, along with other services and facilities required
13 for the support of instruction with privileges for WSUV staff and faculty consistent with
14 the facilities and use of state resources policies LCC applies to its own staff and faculty.
15

16 **d. WSUV Academic and other Functions.** In addition to classroom space and support, LCC
17 will provide the following to WSUV:
18

- 19 1) Space to WSUV for use for public functions, consistent with the WSUV's
20 academic purposes, which include, but are not limited to student
21 information sessions, open houses, alumni and recruiting gatherings.
22
- 23 2) Space to WSUV for faculty and staff work-related functions such as
24 communications, work preparation, meetings, conferences, and breaks,
25 including access to and use of LCC conference rooms, and staff and
26 faculty lounges.
27
- 28 3) Access to parking and dining services.
29
 - 30 a) All WSUV students, faculty and staff who are associated with
31 WSUV programs located on the LCC campus are required to
32 adhere to the Parking and Security Policies of both institutions.
33 In cases where a conflict between policies may arise, the policy
34 of the institution where the vehicle is parked shall prevail.
35
 - 36 b) Dining services includes access to the cafeteria, other food
37 services, and catering.
38
- 39 4) Health, Safety, and Security Services for WSUV staff, faculty, students
40 and visitors including but not limited services provided by the Safety &
41 Security Department that is committed to maintaining a safe and
42 efficient workplace that complies with all local, state and federal safety
43 and health regulations and standards.
44
- 45 5) Mailing services (outgoing and incoming); printing, graphics and copy-
46 duplicating services through LCC.
47

1 e. **Technology Tools, Support Services, and Facilities** LCC will provide access to technology
2 tools, technology support services, and technology facilities to WSUV students, faculty
3 and staff to the same extent they are available to regular LCC students, faculty and staff.
4 Costs for these services are accounted for within the Schedule of Fees provided in
5 Appendix B.

6
7 The Parties will designate specific qualified contact persons for all technology services
8 provided herein. LCC will communicate in a timely and collaborative way with WSUV
9 Technical Services to assure video and IP connectivity between LCC and WSUV, if
10 needed.

11
12 Technology tools, support services, and facilities include, but are not limited to, the
13 following:

- 14
15 1) Internet access to web-based services for WSUV faculty, staff and students.
- 16
17 2) Student technology support services normally provided to LCC students, faculty,
18 staff including: on-site, website-based or call-in Help Desk support.
- 19
20 3) Technical assistance in the use of campus-based computing, network, and
21 media equipment.
- 22
23 4) Access to any "open student" computer labs and other computer or network
24 resources commonly available to students, including access to the Internet.
- 25
26 5) File storage, printing, and other computing resources available to LCC students
27 in the Open Labs on the LCC campus.
- 28
29 6) General desktop workstation support to WSUV faculty and staff, Internet and
30 local network access, file storage and backup, classroom support, and other
31 additional services as may be negotiated.
- 32
33 7) Interactive TV and videoconferencing services.

34
35 **3. Student Support Services.** WSUV and LCC shall collaborate for the provision student services in
36 support of WSUV students, classes, workshops, events, and conferences, including:

- 37
38 a. Access to all applicable student programs and activities funded by the Associated
39 Students of Lower Columbia College, ASLCC.
- 40
41 b. Designation of specific qualified contacts for both parties for all WSUV student support
42 service correspondence.
- 43
44 c. Access to counseling support services for WSUV students (provided by LCC), if LCC
45 counseling support services are available to other LCC students.
- 46

- 1 4. **Marketing of Baccalaureate Program(s).** WSUV and LCC shall collaborate to promote the
2 programs offered by WSUV at LCC.
3
- 4 a. The parties will coordinate their marketing plans for the promotion and marketing of
5 WSUV programs in each other's marketing material and efforts, which will include, for
6 example, a listing of WSUV's program in LCC's general promotional material.
7
- 8 b. The parties are permitted to use each other's logo and name for international student
9 recruitment and advertising, so long as used in conformity with brand and graphic
10 identity standards of each of the institutions and only to further the purposes agreed
11 upon herein.
12
- 13 5. **Library Collection, Management, and Document Delivery Services.** The libraries of WSUV and
14 LCC have established cooperative agreements to share collections, manage document delivery
15 services, and provide services to WSUV students. The terms and conditions of those agreements
16 are included in attached Appendix C: College Learning Commons Operating Agreement.
17
- 18 6. **Coordination of Program Delivery for Administrative and Student Support Services.** WSUV and
19 LCC will collaborate in program delivery for administrative and student support services with the
20 aim of creating for students a "seamless" transition between LCC and WSUV programs. Further,
21 WSUV and LCC will strive to provide consistent service, access, and benefit to students who
22 elect the baccalaureate degree program(s) provided by this Agreement whether those students
23 are enrolled with WSUV, LCC, or both institutions concurrently. To this end, coordination and
24 collaboration between the institutions will include, but not be limited to, the following:
25
- 26 a. **Annual Meetings:** WSUV and LCC's designated representatives will meet annually to
27 review, negotiate, and harmonize policies regarding library and computer lab use, the
28 schedule of fees, parking, and other traditional college services between the
29 institutions. Changes should be made by July 1 of each year, based upon mutual
30 agreement of both WSUV and LCC.
31
- 32 b. **Assessment, Collection & Distribution of Fees:** The assessment, collection and
33 distribution of fees for tools and services provided to support administrative and
34 classroom operations for students, staff and faculty pursuant to the terms of this
35 Agreement, are set forth in Appendix B: Schedule of Fees.
36
- 37 c. **Disabilities Support Services:** WSUV and LCC will coordinate services for disabled
38 services consistent with the provisions of Appendix D Disabilities Support Services.
39
- 40 d. **Student Financial Aid:** WSUV and LCC will comply with the provisions of Appendix F,
41 regarding Student Financial Aid.
42
- 43 e. **International Students:** WSUV and LCC will comply with the provisions of Appendix G,
44 regarding International Students.
45
- 46 f. **Veteran Services:** WSUV and LCC will coordinate services for veteran services through
47 this collaborative relationship. All services available at LCC to student Veterans will be

1 available to WSUV student Veterans.
2

3 **7. Baccalaureate Students—Status & Responsibilities.**
4

- 5 a. **Admission:** Students will apply for admission to WSUV in accordance with the yearly
6 academic schedule published by WSUV.
7
- 8 b. **Rules for Students:** Students who have been notified of acceptance for admission at
9 WSUV and/or are taking Baccalaureate Degree program classes provided by WSUV will
10 be subject to the rules, regulations, requirements, policies, conduct code, and privileges
11 of WSUV for all matters including academic, professional, and disciplinary matters. The
12 students are also subject to WSUV's Student and General Conduct Code. (See, Appendix
13 E, Student Conduct). Additionally, as the students are also considered concurrently
14 enrolled at LCC, they will also be subject to the rules, regulations, requirements,
15 policies, conduct code and privileges of LCC for matters including disciplinary matters.
16
- 17 c. **Tuition and Fees:** Students will pay tuition and fees to WSUV upon admission and
18 enrollment in WSUV's Baccalaureate Degree Program(s). See Appendix B for schedule
19 of fees.
20

21 **8. Sharing of Information and Records.** Each party will provide information to the extent allowed
22 by law, as necessary, and as requested by the other to enable the effective operation and
23 development of the collaboration. Any information provided by one party to the other, including
24 information and records regarding students or their families, shall be done in compliance with
25 applicable state and federal laws, specifically the Family Educational Rights and Privacy Act
26 (FERPA), 20 U.S.C. § 1232g; 34 CFR Part 99.
27

28 **9. Nondiscrimination.** The Parties will comply with all federal and state nondiscrimination laws
29 with regard to programs, services, activities and employment practices and in the performance
30 of the Agreement, including, but not limited to RCW 49.60, Washington's Law Against
31 Discrimination, and 42 U.S.C. § 12101 et seq., the Americans with Disabilities Act (ADA) of 1990,
32 as amended.
33

34 **10. Notices.** WSUV and LCC appoint the following agents to be responsible for receipt of any
35 required notices, to manage the administration of this Agreement and to serve as fiscal agents
36 for billing, invoicing, collections, and disbursements of all funding associated with this
37 Agreement, except as otherwise provided herein. These representatives or their designees will
38 meet at mutually agreed upon intervals to ensure the smooth operation of this Agreement. All
39 notices, demands, requests, or other communications required to be given or sent, will be in
40 writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or
41 facsimile, addressed as follows:
42

43 Lower Columbia College
44 Attn: Mrs. Renee Carney, Director of eLearning & Educational Partnerships
45 1600 Maple Street
46 Longview, Washington 98632
47

1 Washington State University Vancouver
2 Attn: Dr. Renny Christopher, Vice Chancellor for Academic Affairs
3 14204 NE Salmon Creek Avenue
4 Vancouver, WA 98686
5

6 Each party must designate a change of address by notice in writing. All notices, demands,
7 requests, or communications that are not hand-delivered will be deemed received three (3) days
8 after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile
9 transmission.

10
11 **11. Term of Agreement.** The term of this Agreement is five (5) years beginning on the date of
12 execution of this Agreement, with an option to renew as mutually agreed for up to two
13 additional years.
14

15 **12. Termination of Agreement.**

16
17 a. **Termination for Convenience.** This Agreement can be terminated by mutual agreement
18 upon 90 days written notice.
19

20 b. **Termination Due to Funding.** Should funds be reduced or not be allocated to WSU, WSU
21 may terminate this Memorandum of Agreement by giving notice, as provided herein, at
22 or before the anniversary date of signing. Any such notice that is given during an
23 academic semester shall not be effective until the conclusion of that semester and shall
24 not affect those students currently enrolled in a course of instruction.
25

26 b. **Termination for Cause.**

27
28 1) Either party may terminate this Agreement in the event that the other party has
29 fails to materially comply with the conditions of this Agreement. Prior to
30 termination, the non-complying party shall be notified in writing of the need to
31 take corrective action. If corrective action is not taken within 30 days (or such
32 time as reasonable based on the facts and circumstances), the Agreement may
33 be terminated effective immediately at the end of the corrective period.
34

35 2) Termination for Cause may also occur as provided in Appendix A, Section 17.B. If
36 Termination for Cause occurs under this section, the termination notice period
37 in Appendix A, Section 17.B. shall control.
38

39 3) In the event of a termination for cause, the non-breaching party shall have the
40 right to seek damages as authorized by law. The rights and remedies provided in
41 this Agreement are not exclusive and are in addition to any other rights and
42 remedies provided by law.
43

44 **13. Dispute Resolution.** Any disputes arising from this Agreement will be resolved first between the
45 appointed agents as identified in Section 11 of this document. Any significant concerns or
46 disputes which either party has relating to this Agreement shall first be brought to the attention
47 of the other party's designated Agent, in writing. The Agents shall then make prompt, diligent

1 efforts to resolve any such matter on behalf of the parties. Failure for resolution at that level will
2 move the dispute to the Chancellor of WSUV and Lower Columbia College. The Agents will
3 formally forward the dispute to the Chancellor and President through a written document which
4 details the disputed issue. If the dispute is still unresolved, it may be taken to arbitration.
5 Nothing in this Agreement shall be construed to limit the parties' choice of a mutually
6 acceptable alternative resolution method such as a disputes hearing, a Dispute Review Board, or
7 arbitration.
8

9 **14. Hold Harmless.** Each party to this agreement shall be responsible for damages to persons or
10 property resulting from the negligence on the part of itself, its employees, or designated
11 officers. Neither party assumes any responsibility to the other party for the consequences of
12 any act or omission of any person, firm, or corporation not a party to this Agreement.
13

14 **15. Conformity with State Law.** If any provision of this Agreement violates any statute or rule of law
15 of the state of Washington, it is considered modified to conform to that statute or rule of law.
16

17 **16. Applicable Law.** This Agreement shall be construed and interpreted in accordance with the laws
18 of the state of Washington.
19

20 **17. Entire Agreement.** This Agreement represents all the terms and conditions agreed upon by the
21 parties. No other statements or representations, written or oral, shall be deemed a part hereof.
22

23 **18. Modification of Agreement.** This Agreement may be amended by mutual agreement of the
24 parties. Such amendments shall not be binding unless they are in writing and signed by
25 personnel authorized to bind each of the parties.
26

27 **19. Conflicts in Terms.** In the event of an inconsistency in the terms of this Agreement or its
28 Appendices, or between its terms and any applicable statute or rule, the inconsistency will be
29 resolved by giving precedence in the following order:
30

- 31 1) Applicable state and federal statutes and rules;
- 32 2) The terms of this Agreement; and
- 33 3) The approved Appendices.

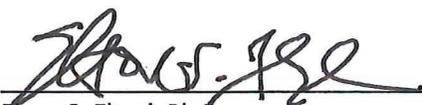
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35 **20. Signatures.** This Agreement is executed by the persons signing below, who warrant they have
36 the authority to execute the Agreement.
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38
39 Dated 5/7/15

Dated 3/6/15

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41 For Washington State University

For Lower Columbia College

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44 _____
45 Elson S. Floyd, Ph.D.

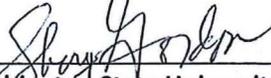
46 
47 _____
Christopher Bailey, J.D.

46 President

President

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Approved as to form:



Washington State University
Assistant Attorney General

Approved as to form:



Lower Columbia College
Assistant Attorney General

Attachments:

- Appendix A: Office and Classroom Lease
- Appendix B: Schedule of Fees
- Appendix C: College Learning Commons Operations
- Appendix D: Disabilities Support Services
- Appendix E: Student Conduct
- Appendix F: Financial Aid Consortium
- Appendix G: International Students Conditional Admissions and Transfer Agreement
- Appendix H: Programs for Delivery and Articulation Agreements
- Appendix I: Bookstore Operations

Appendix A
Office and Classroom Lease

In this Agreement of lease, made and entered into by and between Lower Columbia College, 1600 Maple, Longview, WA 98632, hereafter called the OWNER; and Washington State University, by and through its Vancouver campus, 14204 NE Salmon Creek Avenue, Vancouver, WA 98686, hereafter called the TENANT, the Parties agree as follows:

1. PREMISES

The OWNER agrees to lease to the TENANT the following described premises:

Common Street Address: 1600 Maple Street, Longview, WA 98632
Legal Description: (All of) Tracts 30,31,33,34,39,40,41; a portion of Tract 32, and a portion of Assessor's Plat No. 13 in Sections 28 and 33, Township 8 North, Range 2 West of the Willamette Meridian
Square Footage: 210 square feet of office space (rooms 128,129), 1035 square feet of common area, and 970 square feet of classroom space.

Should the described premises become unavailable to the TENANT for any reason, the OWNER agrees to provide similar or better accommodations to the TENANT. TENANT will be notified by the OWNER of any need to alter or adjust the premises occupied by the TENANT in writing at least ninety (90) days prior to the occupied space needing to be vacated. The OWNER agrees to assist the TENANT in the movement of furniture, computer equipment, office equipment, files, books and published materials from occupied spaces to new facilities without additional costs to the TENANT.

The OWNER further agrees to: authorize TENANT's faculty and staff to use OWNER's staff and faculty lounges; to authorize TENANT'S staff, faculty, students and visitors to use OWNER's cafeteria/food services/catering to the same level and rates enjoyed by OWNER's staff, faculty, students and visitors; to use OWNER's technology facilities to the same extent they are available to OWNER's students; and to use OWNER's Learning Commons to support the TENANT's academic programs for staff, faculty and students.

2. TERM AND COMMENCEMENT

The term of this lease is to be five (5) years commencing upon execution of this Memorandum of Agreement. If at any time occupancy occurs for only a portion of a month, then the rent shall be prorated by the number of days in the month as follows: (monthly base rent/number of days in the month) x the number of days occupied by tenant = prorated rent. Tenant will pay the fully monthly rent amount thereafter, unless otherwise provided herein..

3. RENT

The rent shall be payable in monthly installments at the rates listed below. Payment shall be due within 30 days of receiving quarterly billing.

<u>Lease Period</u>	<u>Monthly Base Rent</u>
April 1, 2015 – June 30, 2020	\$600.00

4. EXPENSES

During the term of this Agreement, the OWNER shall pay for all expenses associated with the operation of the building, including: utilities, heat, electricity, gas, (telephone, data lines, water, sewer, garbage disposal, elevator service, custodial in the public areas, custodial services for classrooms and offices provided at the same level and frequency as other College offices and classrooms,

1 parking for TENANT faculty, staff, students and visitors at the same level and rates as those of
2 OWNER, real estate taxes, property assessments, insurance, lawn and ground maintenance, exterior
3 and structural maintenance, heating and air conditioning maintenance and plumbing maintenance.
4 The OWNER shall maintain the premises in good repair and tenantable condition during the
5 continuance of this LEASE.
6

7 **5. USE**

8 The TENANT shall occupy and use the premises for on-site programs, classrooms, and general office use.

9 The premises will not be used for any other purpose without the written consent of the OWNER,
10 which shall not be unreasonably withheld. In no event will the TENANT use the premises for any
11 purpose which is unlawful or a nuisance.
12

13 **6. SIGNS**

14 The TENANT shall be allowed to post Signage on Office space internal and external to Leased Facility
15 consistent with signage used by OWNER.
16

17 **7. ACCESS**

18 The OWNER will provide keys or access to space utilized by TENANT upon occupancy. Rekeying requires
19 prior approval and coordination with the OWNER. Any rekeying shall be paid for by the TENANT.
20

21 **8. COMPLIANCE WITH STATE/FEDERAL LAWS**

22 OWNER is responsible for complying with all applicable provisions of the Americans with Disabilities Act
23 of 1990(42 U.S.C. 12101 – 12213) and the Washington State Law Against Discrimination, Chapter
24 49.60 RCW, as well as the regulations adopted thereunder with respect to the Leased Premises.
25

26 **9. HAZARDOUS SUBSTANCES**

27 OWNER warrants to his/her knowledge that no hazardous substance, toxic waste, or other toxic
28 substance had been produced, disposed of, or is or has been kept on the premises hereby leased
29 which if found on the property would subject OWNER to any damages, penalty, or liability under an
30 applicable local, state or federal law or regulation. OWNER shall be responsible for any and all
31 damages, costs, attorneys' fees, and penalties arising from the presence of any hazardous or toxic
32 substances on the premises, except for such substances as may be placed on the premises by
33 TENANT.

34 TENANT agrees that it will not keep on or around the leased premises for use, disposal, treatment,
35 generation, storage or sale, any substances designated as, or containing components designated as,
36 hazardous, dangerous, toxic or harmful and/or which are subject to regulation as hazardous
37 substances by any federal, state or local law. Small quantities of some compounds that are
38 hazardous in large quantities may be allowable under the law. TENANT will be fully liable to OWNER
39 for any and all clean-up costs and other charges imposed by any government authority with respect
40 to TENANT's use, disposal, treatment, generation, storage and/or sale of hazardous substances, in or
41 about the leased premises.
42

43 **10. MAINTENANCE**

44 The OWNER shall maintain the premises in good repair and tenantable condition during the continuance
45 of this Lease, except in case of damage arising from the negligence of the TENANT'S clients, agents
46 or employees. For the purposes of maintaining and repairing the premises, the OWNER reserves the
47 right at reasonable times to enter and inspect the premises and to make any necessary repairs to

1 the building. OWNER's maintenance and repair obligations shall include, but not be limited to, the
2 mechanical, electrical, interior lighting (including replacement of ballasts, starters and fluorescent
3 tubes as required), plumbing, heating, ventilating and air-conditioning systems (including
4 replacement of filters as recommended in equipment service manual); floor coverings; window
5 coverings; elevators (including communications systems); inside and outside walls (including
6 windows and entrance and exit doors); all structural portions of the building (including the roof and
7 the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot
8 (including snow removal, cleaning and restriping as required); wheel bumpers; drainage;
9 landscaping and continuous satisfaction of all governmental requirements generally applicable to
10 similar office buildings in the area (example: fire, building, energy codes, indoor air quality and
11 requirements to provide architecturally barrier-free premises for persons with disabilities, etc.).

12 The TENANT shall keep the premises in neat and orderly condition. At the end of the term the TENANT
13 agrees to return the premises to the OWNER in as good a condition as they were at the beginning of
14 the term, reasonable wear and tear excepted.

15
16 **11. FIXTURES**

17 The TENANTS may not make any alterations, additions, or changes without the prior written consent of
18 the OWNER, and then only at the sole cost of the TENANT. Such consent shall not be unreasonably
19 withheld. All fixed and permanent improvements by the TENANT shall become the property of the
20 OWNER and shall be surrendered by the TENANT at the end of the term. The TENANT shall be
21 responsible for the costs for repair any damage, consistent with fair market value, caused by
22 removal of personal property.

23
24 **12. INSURANCE REQUIREMENTS**

25 OWNER, an agency of the State of Washington, warrants that it is self-insured against liability claims in
26 accordance with the risk management and tort claims statutes, including RCW 4.92 and
27 RCW 43.21.280 et seq. The tort claims procedure, RCW 4.92.100 et seq., provides the fundamental
28 remedy for all tort liability claims against the Agency and its officers, employees, and agents acting
29 as such and all such claims must be filed and processed as provided therein.

30
31 **13. DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES**

32 The OWNER represents that the premises are in fit condition for use by the TENANT on the occupancy
33 date. TENANT shall surrender the premises at the end of the lease term, or any renewal thereof, in
34 the same condition as when TENANT took possession, allowing for reasonable use and wear.

35
36 **14. HOLD HARMLESS**

37 Each party to this agreement shall be responsible for its own acts and/or omissions and those of its
38 officers, employees and agents. No party to this agreement shall be responsible for the acts and/or
39 omissions of entities or individuals not a party to this agreement.

40
41 **15. ASSIGNMENT OR SUBLEASE**

42 The TENANT shall not sub-let or assign any part of this lease without the written consent of the OWNER.
43 Such consent shall not be unreasonably withheld.

44
45 **16. ACCESS**

46 The TENANT will allow the OWNER or its employees or agents access to the premises at reasonable
47 times to enter and inspect the premises and to perform any necessary custodial, maintenance or

1 repair work.

2
3 **17. TERMINATION**

4 A. Termination for Convenience shall occur as provided for in this Memorandum of Agreement.

5
6 B. Termination for Cause. Termination for cause shall occur as provided for in this Memorandum of
7 Agreement. Termination for Cause may also occur pursuant to the following, in which case the
8 termination notice period of this Section will control:

9
10 1.If at any time during the term of this Agreement, Tenant determines that physical barriers exist
11 which deny full access to the facilities for any person, disabled or not, TENANT shall so notify
12 the OWNER in writing. If OWNER and TENANT cannot arrive at a mutually satisfactory
13 agreement for accomplishing necessary alterations within thirty (30) days of said written
14 notice, TENANT shall then have the option to terminate this Memorandum of Agreement by
15 giving at least sixty (60) days prior written notice, in which event rent shall be prorated to the
16 date of termination.

17
18 **18. QUIET ENJOYMENT**

19 So long as the TENANT is not in default in the payment of its rent or any other obligation of this lease or
20 in the performance of any of the terms, covenants or conditions of the lease, TENANTS possession
21 and rights and privileges under the lease shall not be diminished by any mortgagee or any successor
22 to the OWNER'S interest in the property.

23
24 **19. MONTH TO MONTH TENANCY**

25 If TENANT remains in possession of the premises after the expiration or termination of the
26 Memorandum of Agreement, or any extension thereof, such possession by the TENANT shall be
27 deemed to be a month-to-month tenancy, terminable as provided by law. During such month-to-
28 month tenancy, Tenant shall pay all rent provided in this Agreement or other rent as the parties
29 mutually agree in writing and all provisions of this Agreement shall apply to the month-to-month
30 tenancy, except those pertaining to term and option to extend.

31
32 **20. WAIVER**

33 Failure of either party to declare any default immediately upon occurrence thereof, or delay in taking
34 any action in connection therewith, shall not waive such default, but party shall have the right to
35 declare any such default at any time thereafter.

36
37 **21. ATTORNEYS' FEES**

38 In the event of litigation or other action brought to enforce the terms of this Agreement, each party
39 shall bear its own attorneys fees and costs.

40
41 **22. LIENS**

42 The TENANT agrees to keep the premises free from all liens and charges for any material or service
43 supplied at its request.

44
45 **23. BINDING EFFECT**

46 All provisions of this lease shall apply to and be binding on the parties hereto, their successors, heirs,
47 executors and assigns.

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24. AUTHORITY

The parties hereto warrant that they have the authority to commit to this agreement.

25. NOTICE

Notice shall occur as provided in the Memorandum of Agreement.

26. NEGOTIATION AND CONSTRUCTION

This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

27. APPLICABLE LAW

This Settlement Agreement shall be construed and interpreted according to the laws of the State of Washington.

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**Appendix B:
Schedule of Fees**

Based on the Memorandum of Agreement between WSU and LCC for Baccalaureate Degree Program(s), students attending WSUV baccalaureate classes at LCC will be provided access to library, computer labs, parking, and other traditional college services consistent with the access provided to regular LCC students. Students enrolled in upper level baccalaureate courses will be assessed Student Fees by WSUV as authorized by RCW 28B.15.031, as part of and in addition to their tuition. These fees will be assessed at WSUV rates. LCC will bill WSUV directly for reimbursement for student services and for expenses incurred by WSUV in its classroom operations as detailed below on a quarterly basis. Reimbursement for the student service and classroom operation expenses will be made by WSUV to LCC.

1. STUDENT SERVICES:

WSUV will reimburse LCC for services provided to students pursuant to the terms of the Agreement at a rate of \$70.00 per student per term. No other fee shall be applied to WSUV students attending classes at LCC.

2. CLASSROOM OPERATION EXPENSES:

WSUV will be assessed fees that pertain to the LCC operations that include:

- A classroom fee of \$15.00 per classroom per hour to cover the usage of special distance education classroom space, maintenance, and general overhead involved in offering courses at Lower Columbia College.
- Any special set-up or use of facilities or equipment not covered by this schedule of fees will be billed directly to the requestor of those services. All LCC classrooms include a desktop computer with internet access, speakers, a projector and screen. LCC shall provide a listing of other equipment available.
- LCC's Disabilities Support Services(DSS) office will assist WSUV's Disability Coordinator with Sign Language interpreter coordination for qualified students enrolled in WSUV classes. LCC's DSS may provide names of interpreters who are available to WSUV. LCC DSS will also provide contact information for outside agencies for interpreter coordination assistance when needed. Sign Language Interpreters for WSUV classes will be employees of WSUV. WSUV will be responsible for all interpreter fees and expenses to any outside agency used for interpreter coordination.

LCC will bill WSUV each quarter after LCC's 10th day census for these fees. Fee payment will be due and payable within 30 days.

The schedule of fees will be reviewed annually each summer by designated representatives. Changes to this schedule should be made by July 1 of each year, based upon mutual agreement of both WSUV and LCC.

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Appendix C:
College Learning Commons Operations

WHEREAS WSUV and LCC are interested in ensuring that faculty, staff and students participating in the Baccalaureate Degree Program have access to LCC's Learning Commons (LC) resources and services to support their academic program;

NOW THEREFORE, LCC and WSU agree they will share responsibility for information resources as follows:

1. The LC will be the primary place on the LCC campus for library and media resources and services to support the WSUV students.

A. LCC Librarians and LC staff will provide the following services to WSUV students and faculty:

- On-site services for reference, circulation, reserve of print and non-print materials.
- Orientation to the LCC LC services and collections.
- Instruction in research materials and methods appropriate to the course of study as applied to resources available in the LCC LC.
- On-site services for media support in classrooms.

B. WSUV librarians and staff will provide the following services to WSUV students and faculty:

- Telephone, chat, and email reference service.
- Resource materials for WSUV courses as requested.
- Orientation to remote use of the WSUV Libraries.
- Instruction in research materials and methods appropriate to the course of study.
- Borrowing of physical materials.

2. LCC and WSUV librarians will collaborate in conducting orientation and information literacy instruction appropriate to each WSUV program.

3. LCC Librarians will be familiar with courses offered by WSUV at the LCC.

4. LCC and WSUV Librarians will familiarize themselves with resources of both libraries for WSUV classes offered at LCC.

5. LCC Librarians will have access to WSUV electronic databases only for the purpose of assisting WSUV students and faculty needing help with the use of those databases WSUV students and faculty will have access to all WSUV electronic resources available for remote access.

6. Students of WSUV will have on-site access to all databases available to LCC students.

7. A designated LCC Librarian will serve as a direct contact with a designated WSUV librarian

LCC LC Policies for WSUV Students and Faculty

1. When borrowing from the LCC LC, WSUV students will be governed by all LCC LC policies established for LCC students and faculty (circulation policies, overdue fines, use of media equipment).

1 2. When borrowing directly from the WSUV Libraries and Summit, WSUV students and faculty will be
2 governed by WSUV policies.

3

4 **Technical Support**

5 1. Allow on-site access to WSUV Libraries' electronic resources without hinderance (e.g. firewalls or
6 wireless restrictions)

7

8 2. College support to help WSUV librarians use LCC classrooms for library instruction.

9

10 **Financial Considerations**

11 LCC will monitor the use of reference and other LCC LC services by WSUV students so that LCC and
12 WSUV can agree on a reasonable compensation plan for additional staffing needs, if such needs occur.

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4 **Appendix D:**
5 **Disabilities Support Services**

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9 **Accommodating Students with Disabilities Attending WSUV Programs at LCC**

10 Both WSUV and LCC offices serving students with disabilities are committed to providing seamless,
11 efficient, effective, equitable, and timely accommodations to qualified WSUV students with disabilities
12 enrolled in WSUV classes at LCC.

- 13
14
15 1. WSUV will determine accommodations for WSUV students enrolled on the LCC Facilities. An WSUV
16 staff member will provide support services under the direction of the WSUV Disability Coordinator.
17
18 2. The location of these services will be in the LCC facility leased/occupied by WSUV. Some
19 communication regarding individual accommodations will be either electronic (email) and/or phone.
20
21 3. WSUV will be responsible for:
22
 - 23 • Intake interviews coordinated with Disability Coordinator at WSUV
 - 24 • Document intake and transfer to WSUV Disability Coordinator
 - 25 • Ensuring that accommodations are in place, including instructor notification letters, moving
26 furniture and equipment, and the provision of auxiliary and alternative formats as directed by WSUV
27 Disability Coordinator
 - 28 • Intervention and advocacy
 - 29 • Ongoing communication and collaboration with the WSUV Disability Coordinator

30 4. WSUV academic program will be responsible for reasonable expenses related to student
31 accommodations. WSUV will provide all Sign Language Interpreter coordination.
32 5. WSUV funding will be provided, by the academic program, to purchase required equipment, or
33 potential emergency arrangements will be made to utilize LCC's existing equipment.
34 6. WSUV will provide the LCC DSS office with referral materials, including business cards for WSUV
students requesting assistance. LCC DSS office will provide assistance in scheduling appointments with
the WSUV Disability Coordinator.
7. Requests for classroom re-arrangements or moves will be coordinated by the WSUV academic
coordinator working with LCC staff.

**Appendix E:
Student Conduct**

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4 Based on the Memorandum of Agreement between WSU and LCC for Baccalaureate Degree Programs,
5 WSUV students attending classes at LCC will be subject to the Washington State University Student
6 Conduct Code in the Washington Administrative Code (WAC) Chapter 504-26..
7

8 1. WSUV will provide the Student Service office with referral materials, including business cards and
9 student handbooks for WSUV students requesting assistance.
10

11 2. In the event that a student allegedly violates the WSUV Student Conduct, WSUV will provide a conduct
12 review officer to adjudicate the alleged violation.
13

14 3. WSUV will send a conduct review officer to LCC's campus to review the case, hold a preliminary
15 conference the student and provide a hearing for the student as outlined in the WSUV student
16 conduct code.
17

18 LCC will designate an administrative contact that will help coordinate room scheduling needs for the
19 conduct review officer while on LCC's campus.

Appendix F:
Financial Aid Consortium
For Title IV Federal Financial Aid Programs

1. INTRODUCTION

A consortium agreement is a written, formal agreement between two institutions eligible to participate in the Title IV federal financial aid programs. These programs include, but are not limited to Federal Pell Grants, SEOG, Work Study, Perkins Loan, and Direct Loans. This agreement also includes all relevant state aid programs. The consortium agreement allows a student to enroll in courses at the "host" institution while working toward a degree from the "home" institution. For purposes of this agreement, Lower Columbia College will serve as the "home" institution until such time the student is admitted to Washington State University. Beginning with the first semester of admittance, Washington State University becomes the "home" institution. By signing this agreement, Lower Columbia College and Washington State University are stating that they have a clear understanding of their rights and responsibilities under the agreement.

2. APPLICATION, VERIFICATION, AND RECORD RETENTION

Students must apply to the "home" institution for financial aid. The home institution will be responsible for compliance with all applicable aid regulations and retention of financial aid records. The Financial Aid Office at the home institution will be responsible for insuring that students do not apply for and receive financial aid at the host institution during any term for which they receive aid.

3. AWARDING

Awarding and notification of financial aid will be the responsibility of the Financial Aid Office at the home institution. The host institution will be responsible for informing the home institution of the number of credits and cost of tuition and books for each student in the program for each quarter. The home institution will determine the enrollment status and cost of attendance based upon the total enrolled hours at both institutions. The home institution has the right to cancel any funds for which the student is not eligible and may adjust aid funds according to changes in enrollment status and/or cancellation of enrollment by the student.

4. DISBURSEMENT OF FUNDS

Disbursement of aid will be the responsibility of the home institution.

5. SATISFACTORY ACADEMIC PROGRESS

Satisfactory academic progress will be monitored by the home institution according to that institution's policies and procedures. The host institution will be responsible for registering students and posting student grades by the deadlines established by the home institution.

6. RETURN OF TITLE IV FUNDS

Students must adhere to each institution's published tuition payment deadlines. The respective program coordinators will be responsible for reporting the dates of any official withdrawals to the other institution. In the event of an unofficial withdrawal, the program coordinators will determine the last date of attendance from each of the student's instructors and report that date to the other institution. Each institution in which the student is enrolled will be responsible for calculating and applying a refund of tuition, fees or other charges according to institutional refund policies. The home

1 institution will be responsible for calculating repayments owed by the school and/or the student
2 under the applicable Return of Title IV funds regulations.

3

4 **7. ENROLLMENT REPORTING**

5 Enrollment reporting to the Clearinghouse and other agencies will be the responsibility of each
6 institution and will not reflect the combined credits from both institutions.

1 **Appendix G:**

2 **INTERNATIONAL STUDENTS TRANSFER ADMISSION GUARANTEE (TAG) AND TRANSFER AGREEMENT**

3
4 In order to facilitate the transfer admissions guarantee of eligible international students enrolled in
5 associate degree programs at Lower Columbia College with Washington State University, LCC and
6 WSU enter into this Transfer Agreement.

7
8 **CONDITIONS:**

- 9 1. Criteria to be admitted to WSU are pursuant to this Transfer Agreement. Criteria include:
- 10 A. Students provide permission for LCC to transmit request to participate in Transfer Admission
11 Guarantee Program, and submit official student records to WSU;
- 12 B. Students maintain contact with a WSU representative;
- 13 C. Student meets all the terms of admission to WSU at the time they plan to enroll:
- 14 • Maintain a cumulative college grade point average of 2.5 or better in all transferable
15 college/university course work.
- 16 • Successfully complete a transferable associate degree from LCC.
- 17 • Meet WSU's English Language Proficiency (ELP) requirement or qualify for an ELP waiver as listed at
18 www.ip.wsu.edu/apply/admission-requirements.html.
- 19 • Send educational credentials and supporting information, including transcripts or evaluation
20 reports.
- 21 • Complete and return the Certificate of Finances and provide a Bank Letter showing adequate
22 finances.
- 23 • Apply for International Undergraduate Admission by the deadline of your chosen major with the
24 application fee.
- 25 D. Upon completion of the above requirements, students are eligible for general admission to WSU
26 Vancouver. Admission into some competitive WSU majors is not guaranteed and depends on
27 specific school/college requirements that are not affected by this agreement. Some majors which
28 have additional requirements include, but are not limited to, Business, Computer Science,
29 Mechanical Engineering, Nursing, and Education.
- 30 E. LCC international students who complete an Intent to Enroll Form will be governed by the WSU
31 degree requirements in effect at the time of their WSU matriculation.
- 32
- 33 2. Courses taken by international students at LCC which are listed in the WSU Transfer Credit
34 Equivalencies website shall qualify as transfer credits at WSU. Transfer credit for any LCC course not
35 listed in the Transfer Credit Equivalencies website shall be granted at the discretion of WSU.
- 36
- 37 3. International students in the TAG shall be governed by the regulations, requirements and procedures
38 of LCC until such time as they are granted an eligible associate degree. After they have matriculated
39 at WSU, international students shall be governed by the regulations, requirements and procedures at
40 WSU.
- 41
- 42 4. International students in the TAG program under this appendix are expected to enroll at WSU within
43 two semesters following the completion of an eligible associate degree. International students who
44 do wish to continue their baccalaureate program at WSU at a later time must apply for a deferral,
45 enabling them to delay study for up to one year from the original term of intended entry, dependent

1 upon space availability. International students who enroll at a third institution subsequent to the final
2 quarter at LCC shall lose their automatic transfer to WSU INTENT TO ENROLL PROCEDURES:

- 3 A. Eligible international students who intend to participate in the TAG program must, after admission
4 to LCC, complete an "Intent to Enroll" form for WSU available in the International Student Programs
5 Office at Lower Columbia College.
6 B. LCC will attach a copy of each student's LCC admissions form to his/her "Intent to Enroll" form for
7 WSU and send both documents to the International Education Office at WSU.
8 C. After reviewing the application, admission officers at WSU will send a letter outlining the student's
9 provisional transfer status to WSU Vancouver, with final acceptance assured providing student
10 meets all of the conditions outlined above. The letter will note the term that the student has
11 indicated as the anticipated entry term at WSU (future term), subject to the limitations set forth in
12 this Memorandum of Agreement.
13

14 **OBLIGATIONS OF WSU:**

15 In order to facilitate this agreement, WSU agrees to the following responsibilities:

- 16 1. To process the transferring TAG students' I-20 forms via the SEVIS system in a timely manner to
17 ensure a smooth transfer.
18
19 2. Per WSU policies and deadlines, LCC International students may apply for and be considered for
20 academic scholarships. Scholarship qualifications will be determined by WSU.
21
22 3. To support a Direct Transfer Agreement and/or articulated agreement that allows transferring TAG
23 students to transition smoothly and predictably between LCC and WSU.
24
25 4. To send to LCC international students a letter of provisional transfer admission and general WSU
26 information covering the following:
27 A. That students must fulfill all requirements for WSU admission, such as meeting application
28 deadlines and satisfying all other regular admissions requirements as determined by WSU;
29 B. That admission into some competitive WSU majors is not guaranteed and depends on specific
30 school/college requirements that are not affected by this agreement; and
31 C. That Lower Columbia College international students admitted through this process will be
32 governed by the WSU degree requirements in effect at the time of their WSU matriculation.
33
34 5. To schedule periodic advising days at the LCC campus as the institutions mutually deem necessary
35 and to provide advising information for WSU academic programs.
36
37 6. To the extent permitted by FERPA, to provide LCC, during the term of this appendix, student
38 retention rates, graduation rates and the grade point averages for those LCC international students
39 who entered WSU as part of the Transfer Agreement.
40
41 7. To market and publicize the Transfer Admission Guarantee (TAG) program with LCC to prospective
42 international students.
43

44 **OBLIGATIONS OF LOWER COLUMBIA COLLEGE:**

45 In order to facilitate this appendix, LCC agrees to the following responsibilities:

- 46 1. To process the transferring ITA students' I-20 forms via the SEVIS system in a timely manner to
47 ensure a smooth transfer.

- 1
- 2 2. To publicize the Transfer Admission Guarantee (TAG) program with WSU to prospective
- 3 international students.
- 4
- 5 3. To ensure the necessary "Intent to Enroll" forms are available to international students at the LCC
- 6 International Programs office.
- 7
- 8 4. To distribute, receive, and process "Intent to Enroll" forms that international students complete in
- 9 order to participate in this program.
- 10
- 11 5. To issue the initial I-20 to incoming international students.
- 12
- 13 6. To provide WSU with information (name, address, choice of degree program and academic
- 14 record) of those students interested and admitted under this Transfer Agreement, each quarter.
- 15

16 **JOINT OBLIGATIONS/MISCELLANEOUS PROVISIONS:**

17 In order to facilitate this agreement, WSU and LCC agree to the following responsibilities:

- 18 1. The International Office Directors from each institution will initiate the review of this agreement
- 19 annually in April and recommend any changes that are mutually agreed to by the parties as needed.
- 20 No changes shall become effective unless in writing and signed by the President or his/her designees
- 21 from both parties.
- 22
- 23 2. Either institution may terminate the agreement at any time by written notice at least two quarters
- 24 in advance of the effective date of termination. However, it is understood that such termination will
- 25 not apply to international students already provisionally accepted to WSU under the terms of this
- 26 agreement, even though not yet enrolled.
- 27
- 28 3. Each institution will designate a representative who will coordinate and monitor the Transfer
- 29 Agreement agreement.
- 30
- 31 4. LCC and WSU will develop and implement advertising and promotional efforts to attract
- 32 international students to both LCC's and WSU's programs that include:
- 33 A. Collaboration on the design, content, and production and to share the costs of a common
- 34 brochure, web page and other recruitment collateral materials to promote the 2 + 2 agreement
- 35 that contains the basic program concepts, requirements, and the benefits of the program for
- 36 students as well as contact persons at LCC and WSU and their addresses and admission
- 37 procedures.
- 38 B. Joint participation in selected recruitment fairs domestically and abroad.
- 39 C. Promotion of the LCC /WSU Transfer Agreement when recruiting international students.
- 40 D. Representatives, appointed by the President of LCC and Chancellor of WSU, shall meet
- 41 periodically to assess the combined marketing and promotional programs for the 2+2 TAG
- 42 program. It shall be the responsibility of these representatives to plan, develop, consult and
- 43 recommend to their respective institution the appropriate recruitment and marketing strategies
- 44 in promoting this agreement.
- 45
- 46 5. LCC and WSU will develop, maintain and share records of the LCC international students admitted
- 47 into the program to the extent permitted by the Family Educational Rights and Privacy Act of 1974

1 (FERPA).
2

3 6. International students who do not complete an eligible associate degree from Lower Columbia
4 College will not be granted automatic admission to WSU and must apply for admission under the
5 regular transfer admissions process.
6

7 7. This Transfer Agreement shall not be construed to create a relationship of partners, brokers,
8 employees, servants or agents as between the parties. The institutions to this appendix are acting
9 as independent parties.
10

11 8. Neither party to this Transfer Agreement appendix shall have the right to assign any duty or
12 responsibility arising hereunder without the written consent of the other party.
13

14 9. Each party to this agreement shall be responsible for damages to persons and/or property
15 resulting from negligence on the part of itself, its employees, or its officers or agents. Neither
16 party will be considered the agent of the other nor does neither party assume responsibility to the
17 other party for the consequences of any act or omission of any person, firm, or corporation not a
18 party to this agreement.

19 10. Only 3 semester online credits/term may be counted toward the full-time enrollment
20 requirement for F-1 students.
21

22 This agreement does not restrict either WSU or LCC from working with other entities, schools, agents
23 and recruiters in promoting their own programs.

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Appendix H:
Programs for Delivery and Articulation Agreements

Pursuant to the Memorandum of Agreement between WSU and LCC for Baccalaureate Degree Program(s), WSUV will use LCC's facilities to provide an on-site program and classes for the following identified programs:

1. Baccalaureate of Science in Nursing

A. DESCRIPTION: The WSU College of Nursing Registered Nurse to Bachelor of Science in Nursing (RN-BSN) degree is offered for new or experienced licensed nurses who want to enhance their nursing career by earning their BSN, and for newly graduated Associate Degree in Nursing (ADN) students. The RN-BSN program builds on the RN background and includes essential course work in assessment, research, leadership and management, ethics, and community health. Advanced practicum experiences bridge course work and theory with clinical practice.

B. COURSES OFFERED:

NURS 360 Professional Nursing Concepts and Issues 2-credit Course Prerequisite: Certified major in Nursing. Philosophical, historical, economic, legal/ethical, and professional issues designed for registered nurses to build upon previously acquired professional concepts. Typically offered Fall, Spring, and Summer.

NURS 365 Nursing Concepts: Assessment and Application of Physiological Concepts to Nursing Practice I 2-credit Course Prerequisite: Certified major in Nursing. Integration of pathophysiological, assessment, pharmacological nursing concepts with diverse client populations; emphasizing neurological, EENT, skin, musculoskeletal, endocrine, and respiratory systems. Typically offered Fall.

NURS 366 Nursing Concepts: Assessment and Application of Physiological Concepts to Nursing Practice II 2 Course Prerequisite: Certified major in Nursing. Integration of pathophysiological, assessment, pharmacological nursing concepts with diverse client populations; emphasizing fluid/electrolytes, oncology, GI/GU; cardiovascular; immune system, renal. Typically offered Spring and Summer.

NURS 400 Nursing Research, Evidence-Based Practice, and Informatics 3-credit Course Prerequisite: Certified major in Nursing. Application of informatics skills and research processes to evidence-based clinical practice. Typically offered Fall, Spring, and Summer.

NURS 405 Nursing Leadership 2-credit Course Prerequisite: Certified major in Nursing. Application of group leadership and management theories to professional nursing practice. Typically offered Fall and Summer.

NURS 406 Nursing Management 3-credit Course Prerequisite: Certified major in Nursing. Management, leadership, and group theories are utilized and applied to the management of nursing and health care. Typically offered Spring and Summer.

NURS 440 Population Health Theory 3-credit Synthesizes population-based nursing and public health concepts with a focus on upstream interventions in partnership with the community. Typically offered Fall, Spring and Summer.

NURS 455 Cultural Safety and Social Justice in Global Society 3-credit Balance of power in health professional relationships, cultural safety, social justice, and diversity in global society. Typically offered Spring as elective.

NURS 456 Narrative Health Care in Clinical Practice 3-credit Narrative processes of attention, representation, and affiliation experienced by health professional students in clinical encounters. Typically offered Fall as elective.

1 **NURS 462 Selected Nursing Concepts: Psychiatric/Mental Health** 2-credit Nursing process with
2 individuals and families experiencing psychiatric/mental health disruptions. Typically offered Fall, Spring
3 and Summer.

4 **NURS 465 Nursing Practice: Community and Psychiatric Mental Health** 3-credit Course Prerequisite:
5 NURS 462 or concurrent enrollment, and NURS 440 or concurrent enrollment. Application of community
6 health, public health, and psychiatric/mental health nursing concepts to individuals, families, and
7 communities with identified health needs. Typically offered Fall, Spring and Summer.

8 **NURS 476 Health Law: Application to Practice** 3-credit Course Prerequisite: Junior standing. Laws,
9 principles and issues related to regulations of health care professionals, practice settings and public and
10 private programs. Typically offered Summer Session as elective.

11 **NURS 477 Health Care Ethics V** 2-3-credit Ethical theories including deontology, teleology, virtue ethics
12 and applicability to ethical dilemmas in nursing. Typically offered Fall, Spring and Summer.

13 **NURS 478 Plateau Tribes: Culture and Health** 3- credit Course Prerequisite: Certified major in Nursing,
14 Nutrition and Exercise Physiology, or Pharmacy; Junior standing. History, culture, and health care needs
15 of the Plateau Indian tribes; both classroom and practicum experience. Typically offered Spring.

16 **NURS 481 International Health Care** 3-credit. Study abroad experience in global health care; assessment
17 and evaluation skills in planning and implementing culturally appropriate health care for individuals and
18 communities. Typically offered Summer Session.

19 **NURS 492 Essentials of Disaster Management for Health Professions** 3-credit Course Prerequisite:
20 Certified major in Nursing; junior standing. Implications for disaster management across the health
21 professions; mental health and ethical issues and concerns related to vulnerable populations. Typically
22 offered Summer Session as elective.

23 **NURS 495 [CAPS] Nursing Practice: Advanced Clinical Practicum** 3-credit Course Prerequisite: Certified
24 major in Nursing. Taken in graduation term. Application and integration of theoretical content in an area
25 of nursing practice of special interest to the student. Typically offered Fall, Spring, and Summer.

26 **NURS 498 Special Topics in Nursing V** 1-3-credit May be repeated for credit; cumulative maximum 6
27 hours. Typically offered Fall, Spring, and Summer.

28 **NURS 499 Special Problems V** 1-4-credit May be repeated for credit. Independent study conducted
29 under the jurisdiction of an approving faculty member; may include independent research studies in
30 technical or specialized problems; selection and analysis of specified readings; development of a
31 creative project; or field experiences. Typically offered Fall, Spring, and Summer. S, F grading.

32
33 C. METHOD OF DELIVERY: the RN-BSN Program is flexible, hybrid course delivery with face-to-face
34 class sessions offered over the WSU AMS system to multiple sites. Students are required to be on
35 campus at least 1x per semester per course. Additional course work is offered on-line via password
36 protected learning management system. Full-time, part-time, or individualized plans of study can be
37 arranged with an RN-BSN advisor. Clinical experiences are completed at a variety of sites.
38 Appropriately licensed RN students may complete their clinical in Oregon or in Washington.

39 D. SPECIAL PROVISIONS AND RESPONSIBILITIES:

40 Prerequisites to the program:

- 41 ○ A current, unencumbered Washington State RN License or eligibility for licensure is
42 required.
- 43 ○ Applicants must be at junior standing (60 semester hours/90 quarter hours), have a
44 direct transferable AA/AS degree, or have a bachelor's degree.
- 45 ○ Cumulative GPA of 3.0 or higher in all college course work.
- 46 ○ Students must complete College of Nursing prerequisite courses and WSU's University
47 Common Requirements (UCORE) or equivalent course work. Some Associate of Arts

1 (AA), Associate of Science (AS), or Bachelor's degrees may satisfy these requirements.
2 Check with academic advisor or compare completed courses at the Transfer Credit
3 Equivalencies website.

- 4 ○ College of Nursing's prerequisite courses - Cumulative GPA of 3.0 or higher.
- 5 ○ Minimum grade for each prerequisite course - 2.0. (Pass/satisfactory grades and CLEP
6 scores are not accepted).

7 Application to the Program:

- 8 •Contact an RN-BSN advisor at prospective site
- 9 •Obtain College of Nursing RN-BSN application and application guidelines from advisor.
- 10 •Fill out and return College of Nursing application to RN-BSN advisor.
- 11 •Send official transcripts to WSU campus of application (Vancouver).
- 12 •In addition to the RN-BSN application, apply to WSU as directed by RN-BSN advisor.
- 13 •Apply for financial aid (FAFSA). WSU school code: 003800.
- 14 •Late applications are only reviewed and accepted if space is available.

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**Appendix I:
Bookstore Operations**

1. Introduction

Pursuant to the Memorandum of Agreement between WSU and LCC for Baccalaureate Degree Program(s) and in order to provide for bookstore services to students attending WSUV courses and programs on the LCC campus, WSU and LCC establish the following terms and conditions with regard to text book and merchandising supplies for students.

2. Responsibilities of Lower Columbia College

- A. LCC Bookstore shall serve as the primary physical retail distribution point for academic and textbook materials needed by students participating in WSUV courses at the LCC location.
- B. LCC Bookstore shall have on-hand all of the appropriate materials needed by WSUV students at LCC no later than two weeks prior to the start of every semester.
- C. LCC Bookstore shall set the price for textbooks and academic materials needed by WSUV students on the LCC campus.
- D. LCC Bookstore shall prescribe the manner and time schedule for the WSUV textbook and academic materials request each quarter for subsequent semesters.
- E. LCC Bookstore shall provide space for WSUV merchandise within the bookstore as appropriate and in proportion to the amount of sales that these products generate. LCC Bookstore shall set the price point of WSUV merchandise in the LCC Bookstore.
- F. In the event required textbooks or materials will not be available to students by the prescribed time, LCC agrees to notify the WSUV coordinator within twelve (12) hours of being made aware of the problem.

3. Responsibilities of WSUV

- A. WSUV program coordinator shall provide the LCC bookstore with a complete listing of all books and materials necessary for students to acquire for their WSUV courses. This listing shall be provided in the manner and at the times prescribed by the LCC bookstore management.
- B. WSUV Bookstore shall serve in a consultation and marketing advisement role as needed and as called upon by LCC.