

**AMENDMENT NO. 2 AND RESTATEMENT OF
INTERAGENCY AGREEMENT
BETWEEN
EASTERN WASHINGTON UNIVERSITY
AND
WASHINGTON STATE UNIVERSITY EVERETT**

THIS AMENDMENT No. 2 AND RESTATEMENT to the Interagency Agreement (“the A&R Agreement”) is deemed effective as of the 1st day of July 2022 by and between Washington State University, an institution of higher education and agency of the State of Washington, by and through its WSU Everett Campus (“WSU Everett”) and Eastern Washington University, an institution of higher education and agency through the State of Washington (“EWU”), pursuant to the authority granted by RCW 39.34.130 and through Chapter 179, Laws of 2006. WSU Everett and EWU may be collectively referred to herein as the “Parties” or individually as a “Party”.

RECITALS

WHEREAS, the Parties entered into that certain Interagency Agreement (the “Agreement”) effective July 1, 2018 for the purposes set forth therein; and

WHEREAS, the Parties agreed to amend the Agreement as outlined in Amendment No. 1 effective July 1, 2020 for the purposes set forth therein; and

WHEREAS, the term of Amendment No. 1 expired on June 30, 2022; and

WHEREAS, the Parties desire to further extend the Term of the Agreement, and make additional amendments;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree to amend and restate the Agreement. The parties further agree that the terms, conditions, covenants, and performances of the Agreement are fully restated and replaced by the terms, conditions, covenants, and performances of the presented A&R Agreement. The terms, conditions, covenants, and performances of the Agreement shall have no further force and effect. In consideration of the following terms, conditions, covenants, and performances, bound and in force as of the Effective Date, IT IS MUTUALLY AGREED AS FOLLOWS:

I. PURPOSE

The purpose of this A&R Agreement is to restate and define the terms of the relationship between EWU and WSU Everett in providing the necessary personnel, equipment, material, space, and/or services for on-site delivery by EWU of Programs (as defined in Section VI.), and administrative activities by WSU Everett at the Everett University Center (“EUC”) located at

915 Broadway, Everett, WA 98201 (the "Facility"). As set forth herein, WSU Everett will manage the activities and logistics of operating the EUC, including the services provided for herein, and EWU will provide instruction in the Facility for the degree(s) specified in Section VII of this A&R Agreement.

This A&R Agreement is subject and subordinate to all provisions to of the Ground Lease governing the site of WSU Everett. EWU shall not commit or permit to be committed in, on, or about the Facility any act or omission that would violate any provisions of the Ground Lease. All provisions of the Ground Lease are incorporated herein as the provisions of this A&R Agreement to the extent such provisions apply, and along with all provisions of this A&R Agreement, shall be the complete A&R Agreement. This A&R Agreement supersedes and replaces all prior Agreement versions, and WSU Contract 22038.

II. BACKGROUND

The EUC is a consortium of higher education institutions, including EWU, WSU Everett, and other higher education institutions in the State of Washington. The consortium institutions provide Bachelor's degrees, Master's degrees, and some certification programs to the residents of North Snohomish, Island, and Skagit counties. WSU Everett provides management and leadership of the EUC and contracts with Everett Community College ("EvCC") and outside vendors to provide support services to the consortium institutions as described in this A&R Agreement.

III. MUTUAL BENEFITS

Given the mutual benefits to EWU, the EUC consortium and WSU Everett faculty, staff, and students, the underlying principles of this A&R Agreement emphasize collaboration among all the institutions. Among these shared benefits are the following:

- A. Expansion and coordination of the delivery of undergraduate and graduate level programs for students in the North Snohomish, Island, and Skagit counties and surrounding region.
- B. Interaction among EWU and WSU Everett and all consortium institution faculty regarding research, educational program design, and other matters of mutual interest.
- C. Potential for added coursework and degree programs for students.
- D. Enhanced student recruitment, focusing on educational opportunities offered through the collaboration. Shared resources, resource acquisition, where possible and if applicable.

IV. CONTRACT AND OPERATIONS MANAGEMENT

The Parties recognize the importance of consistent coordination in managing the inter-institutional relationship described in this Agreement and will encourage open and continuous communication between EWU and WSU Everett staff.

In addition, both institutions shall designate below a point of contact for the Programs as well as for the operation and services provisions within this Agreement. This point of contact will serve as a central point of contact for information-sharing, clarification, and inquiries regarding issues and/or services related to this collaborative Agreement.

All correspondence between WSU Everett and EWU offices for the coordination of policies, procedures and processes, provisioning and support of EWU programs, and the resolution of disputes appropriate to the operation and management of EWU programs at the EUC shall include the below primary points of contact, unless otherwise designated by either Party appropriate and limited to their own institutions.

Primary Point of Contact:

WSU: Paul Pitre, Chancellor
Washington State University Everett
915 North Broadway, Everett, WA 98201
425-405-1716
pep@wsu.edu

With Copy to: Shawna Thompson, Real Estate Manager
Real Estate and Business Operations, WSU
2425 E Grimes Way, Pullman, WA 99164
Shawna.thompson@wsu.edu

EWU: Annika Scharosch, Civil Rights, Compliance & Risk Management
Eastern Washington University
211 Tawanka Hall, Cheney, WA 99004-2442
509-359-6724
ascharosch@ewu.edu

Additional contacts may be developed by WSU Everett and EWU to support communication.

V. TERM

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2022 and shall be completed on June 30, 2024 (the "Renewal Term") unless terminated sooner or extended, as provided herein. The parties may mutually agree in writing to additional extension terms for the remaining one (1) additional period of two (2) years. In the event the

parties agree to such extension, a written amendment to this A&R Agreement must be prepared and executed setting forth such extension and changes in fees, services and/or desired modifications.

VI. ACADEMIC PROGRAMS

- A. EWU and WSU Everett have identified the below degree(s)/program(s) to be offered by EWU and full-time enrollment (“FTE”) target enrollments, where applicable. The terms “Program” or “Programs” as used in this Agreement refer to the individual degree(s)/program(s) listed in this Section VI(A) and Section VI(C) or all such degree(s)/program(s) collectively, as the context of the Section in which such terms are used shall necessitate.

Program: Master of Social Work (“MSW”) degree program

- B. For this Agreement and unless otherwise indicated through subsequent agreements, EWU will enroll up to 90 students quarterly in the MSW Program.
- C. Also part of the Programs is the following:
- Child Welfare Training and Advancement (“CWTAP”)
- D. EWU agrees to continue to meet all Northwest Commission of College and Universities (“NWCCU”) accreditation standards related to the instruction of the Programs.

VII. OFFICE SPACE, CLASSROOM SPACE, & COMMON AREAS

- A. WSU Everett will provide EWU exclusive year-round use (“Office Space Usage”) of the Facility office spaces indicated below (as more particularly depicted in Addendum K) for the Programs.
1. One private office (Room #306, 145.5 square feet) for the MSW Program Director.
 2. One private office (Room #307, 145.5 square feet) for the CWTAP Program Director.
 3. One private office (Room #309, 146 square feet) for a EWU Program Coordinator (EWU may, at its discretion, have two people in this space).
 4. WSU Everett will provide the following in each private office (Rooms #306 and Room #307): sit/stand desk, additional freestanding desk, ergonomic desk chair, two guest chairs, small under-desk mobile drawer unit, three-drawer locking file cabinet and adjustable 48” wide floor to ceiling shelving.
 5. WSU Everett will provide the following in the office (Room #309) two sit/stand desks, two ergonomic desk chairs, two guest chairs, two small under-desk mobile drawer unit,

- and one three-drawer lateral file cabinet.
6. Additional furnishings are at EWU's expense.
 7. EWU will provide its office supplies for its faculty and staff.
- B. Classroom space will be made available for the Programs in the same manner as provided to other EUC partners (for up to eight classes per quarter).
1. Use of rooms for Program classes must be pre-approved by WSU Everett. To reserve rooms, EWU is to complete a WSU Everett scheduling request form located at Everett.wsu.edu/faculty-staff-resources/ no later than six (6) weeks before the start of each quarter. Space is limited and EWU is encouraged to submit its request as soon as possible.
 2. Expansion of Program and Program-related use of rooms must be pre-approved in writing by the WSU Everett Chancellor or his designee.
- C. WSU Everett will provide EWU with non-exclusive use of the following common areas on an as available basis in the same manner as provided to other EUC partners.
1. A shared reception space (Room #301; shared by all of the EUC partners on the third floor).
 2. EWU will be provided access to a shared workroom.
 3. WSU Everett will provide a shared student lounge/informal study area (on the first floor).
 4. WSU Everett will provide a shared kitchen area for faculty and staff use on an as available basis.
- D. Non-programmatic use of these rooms will be charged to EWU at the same rate and in the same manner as other EUC partners and will be billed for additional charges. Use must be pre-approved in writing by WSU Everett Chancellor or their designee.
- E. WSU Everett will provide office technology as specified in Addendum B. If a CWTAP staff member determines a need for a printer specific to their desktop, then arrangements and approvals must be conducted in advance with the WSU Everett's ITS Manager. New printers shall be paid for by EWU.
- F. WSU Everett will provide EWU with use of video conference ("IVC") services to support remote delivery of faculty and staff meetings as needed to support the Programs. EWU will not be charged a rental fee for Program use, but may be charged for custodial, security, or other services, provided the charge is applied in the same method as other

EUC programs for special set-ups and/or large public events.

- G. Utilities including heat, lights, and custodial services provided at the same level and frequency as other EUC offices and classrooms.
- H. EWU is not permitted to assign or allow use of classroom/conference/meeting room/study areas/special rooms/common areas without prior written permission by WSU Everett.

VIII. ADMINISTRATIVE SUPPORT SERVICES

WSU Everett agrees to provide, or facilitate through EvCC, EWU administrative support services for the Programs set forth in Paragraph VI, as follows:

- A. Staffing at the Student Access Center to include providing students with Program information and referral of students to EUC partners for advising.
- B. Room scheduling for EUC classrooms, conference rooms, meeting rooms, and other rentable spaces at the Facility as described in Addendum I and J. Room use must be pre-approved in writing by WSU Everett.
- C. Keys necessary to access the Facility. Keys remain the property of WSU Everett and shall be returned to the Buildings & Grounds Supervisor or designee, Sean McNaughton, Room #204, 915 North Broadway, upon release of the space at the expiration or termination of this Agreement (See Addendum H for Key Policy).
- D. Access to printing and copy-duplicating services provided on the same basis and cost as for other EUC offices. WSU Everett will provide proxy cards to EWU to use for printing and copying. There will be a replacement fee for lost or damaged cards of \$15 per card. (See Addendum J for rates).
- E. Access to the pricing structure for printing services negotiated by EvCC with Ricoh. Orders are placed online directly with Ricoh and Ricoh bills the ordering party directly. WSU Everett and EUC print orders are delivered directly to the third floor mailroom of the Facility.
- F. Access to shredding services will be provided on the same basis and cost as for other offices. A shredding bin will be located on each floor.
- G. Mail services (outgoing and incoming) provided at the same level of service as for other EUC offices partners. Incoming mail will be delivered directly to the Facility mailroom. WSU Everett will provide staffing to sort the mail and place it in partner and WSU Everett academic department mailboxes for pick-up.

- H. FedEx shipments will continue to be processed and paid for by EWU. Shipment of hazardous materials must comply with applicable laws and policies, and in particular WSU Everett's Safety Policies and Procedures Manual 5.40.
- I. Phone services on the assigned and shared desks for staff and faculty will be provided at the same basis and cost as for other EUC partners. Charges, except for international charges, are included in the administrative support services charge. International charges will be billed back to and paid by EWU.
- J. Parking services for EWU faculty, staff, students, and visitors will be provided by EvCC at the same level and rates as to all EUC personnel. All faculty, students, and visitors utilizing these services will be individually responsible to pay EvCC for parking permits/charges. EWU personnel shall be eligible for participation in EvCC's local Commute Trip Reduction-type programs.
- K. All EWU students, faculty, and staff who are associated with the Programs are required to adhere to the parking and security policies of EvCC. In cases where a conflict between parking and security policies may arise, the policy of EvCC shall prevail.
- L. Faculty and staff access, through EvCC, to its fitness and recreational facility at the same rate as other EUC faculty and staff. EWU students can purchase access to the Walt Price Fitness Center at the EvCC student rate. EWU staff and faculty can purchase access at the EvCC employee rate.
- M. Use of EvCC's cafeteria/food services/catering and the 915 North Broadway coffee bar and cafe by EWU staff, faculty, students, and visitors at the same level and rates as those enjoyed by other EUC personnel.
- N. Technology Support Services as described in Addendum B.
- O. Health, Safety, and Security Services as described in Addendum C.
- P. Promotion and Marketing Services as described in Addendum D.
- Q. Technology support services, access to designated open student labs, access to library services and wireless access.

IX. SUPPORT SERVICES

- A. WSU Everett agrees to provide EWU with support services for EWU students, faculty, and staff as follows: classrooms, including appropriate audio-visual equipment, for instructional purposes directly related to the MSW Program, on a pre-scheduled basis. Requests to reserve classrooms and notice of class cancellations must be provided to WSU Everett six (6) weeks before the start of each quarter. Program-related use of classrooms must be pre-approved in writing by the WSU

Everett Chancellor or his designee.

- B. The Parties recognize that classroom needs vary each quarter, and this Agreement is made with the understanding that quarterly classroom needs will not exceed eight (8) courses each quarter. Should classroom utilization be higher, additional charges will be assessed (See Addendum J).
- C. The Parties recognize that this Agreement reflects an intention for EWU to utilize primarily seminar and traditional classroom space, with no more than three IVC classroom utilizations per quarter. Should IVC utilization be higher and/or classes be scheduled using IVC as a regularly scheduled mode of delivery, additional charges will be assessed (See Addendum J).
- D. Non-programmatic use of classrooms will be charged to EWU quarterly in the same way as for other EUC partners (See Addendum J).
- E. EWU students will be accorded access to the Facility lounges, study areas, and other student oriented facilities in the same manner as other EUC students.
- F. Bookstore services provided through EvCC, if requested, to include sale of textbooks and other materials required in support of EWU Programs at the EVCC campus bookstore, may be handled under terms to be negotiated between the bookstore managers of EWU and EvCC. In addition, the sale of other merchandise, such as EWU-branded merchandise, may be handled under terms to be negotiated between the bookstore managers of EWU and EvCC.
- G. Disabled Student Services as described in Addendum E.
- H. Student Support Services as described in Addendum F.
- I. Library Services as described in Addendum G.
- J. Students enrolled in EWU's Programs are subject to the rules, regulations, requirements, policies, and privileges of EWU for all academic, professional, and disciplinary matters. Specifically, all EWU students are subject to EWU's Student Conduct code and academic policies.

X. FACILITIES MAINTENANCE

- A. WSU Everett will maintain the Facility in good repair and tenantable condition and in a manner that is fit for the purpose of this Agreement and complies with current legislation. This includes performing maintenance and repair of the following: mechanical systems; electrical systems; interior lighting; door locks and keys; building access cards; plumbing; heating; ventilating; and air conditioning systems; floor coverings; window coverings; inside and outside walls (including windows); all

structural portions of the Facility (including roof and the watertight integrity of same); porches; stairways; elevator; sidewalks; parking lot (including snow removal, cleaning, and restriping as required); exterior lighting; drainage; landscaping; pest control; and continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (for example: fire, building, energy codes, and requirements to provide an architecturally barrier-free premises for people with disabilities, etc.). WSU Everett is responsible for all Facility expenses and maintenance, the provision of adequate water supply, connection to sewer, and garbage collection, together with all utilities and services normally required in the operation of an office building and including but not limited to adequate heat, light, electricity, air-conditioning, restroom facilities, and janitor services.

- B. Notwithstanding the foregoing, the cost of maintenance or cost to repair any damage arising from the negligence of EWU's clients, agents, or employees shall be the responsibility of EWU. Unless WSU Everett agrees otherwise in writing, WSU Everett will perform such maintenance and repair and invoice EWU for the cost of the same, and EWU shall pay such invoice within thirty (30) days of receipt. In no event shall this paragraph be construed as diminishing WSU Everett's duty to ensure that repairs are made as set forth in preceding paragraphs of this Agreement, or as making EWU responsible for the repair of normal wear and tear.
- C. For the purpose of maintaining the Facility, WSU Everett shall have the right at reasonable times to enter and inspect any portion of the Facility and to make any necessary repairs or perform any necessary maintenance.
- D. Requests for changes or improvements to facilities, office space, equipment, or furniture will be mutually discussed and must receive the prior written approval of the WSU Everett Chancellor or designee before implementation and must be installed/completed by contracted maintenance worker.
- E. Overtime or call backs for custodial or maintenance services after normal coverage hours and for weekends, will be billed to EWU quarterly (See Addendum J).
- F. WSU Everett and EWU shall follow EvCC and WSU Everett guidelines regarding a non-smoking campus.
- G. Other policies and procedures pertaining to facilities maintenance may be located at: https://Everett.wsu.edu/faculty_staff-resources/, as long as they do not contradict this Agreement. WSU Everett reserves the right to add additional policies if needed.

XI. SECURITY

- A. WSU Everett will contract with EvCC or another agency to provide public safety and security services. Security personnel will be stationed at the Facility from 7:00 a.m. to 10:30 p.m. Monday through Friday. All other days/times there will be a security officer

available on EvCC's main campus.

- B. Criminal activities or other violations of the law occurring at the Facility will be under the jurisdictional authority of the EvCC Campus Safety Department and Everett Police Department. Security issues not rising to the level of criminal misconduct or violation of the law shall be dealt with as a student conduct issue or faculty/staff issue under the home institution's existing policies and procedures.

XII. PAYMENT

- A. Additional charges made for WSU Everett services used by EWU are specified in sections of this agreement and are summarized in Addendum J.

Should additional EWU programs be offered at the EUC before fiscal year end of each year, EWU agrees to negotiate and pay additional charges for the classroom, office and/or support services requested of WSU Everett in support of those programs.

XIII. BILLING PROCEDURE

- A. Except as otherwise provided herein, payment for the space usage and services provided by WSU will be billed by November 15 and February 15 of each year.
- B. Payment to WSU shall be submitted within sixty (60) days of due date. Penalties for late payments (those paid beyond 60 days after an invoice is received by EWU following the billing procedures identified above), shall be assessed a one percent (1%) fee per month.

Billing Summary

FY2023 Base Rent: As specified in Agreement Sections VII, VIII, Addendum B and Addendum D, Sections 2 and 3 of Amendment No. 1.	\$10,722.60/year
FY2024 Base Rent: As specified in Agreement Sections VII, VIII, Addendum B and Addendum D, Sections 2 and 3 of Amendment No. 1.	Will be provided to EWU FY2024.
FY2023-2024 NNN/CAM:	Waived
FY2023 Administrative Support Services with Work Capital: As specified in Agreement Section VIII	\$2,367.27/year

FY2024 Administrative Support Services: As specified in Agreement Section VIII	Will be provided to EWU FY2023.
Total Due FY2023 (Nov 15, 2022; Feb 15 2023)	<u>\$13,089.87</u>
Total Due FY2024 (Nov 15, 2023; Feb 15 2024)	Will be provided to EWU FY2024

Invoices to EWU will be submitted to:

Accounts Payable
Eastern Washington University
319 Showalter Hall
Cheney, WA 99004
accountspayable@ewu.edu
(509) 359-7905

Payments to WSU shall be submitted to:

Erin Armstrong
Fiscal Analyst
WSU Everett
915 Broadway
Everett, WA 98201
erin.armstrong@wsu.edu

XIV. REPORTING REQUIREMENTS

- A. EWU shall provide reports requested by the Office of Financial Management regarding this Agreement as part of its higher education reporting system.
- B. EWU shall provide enrollment reports to WSU as outlined in Addendum A, as well as a list of faculty and staff, no later than ten days before the start of each quarter for the purpose of establishing computer access, parking access, and library accounts at the Facility.

XV. RECORDS MAINTENANCE & CONFIDENTIALITY

- A. The parties to this Agreement shall each maintain books, records, documents and other evidence, which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to timely inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law upon written request. 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.

- B. Records and other document, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. Unless otherwise required by law, the receiving party will not disclose or make available this material to any third parties without first giving written notice to the furnishing party and giving it a reasonable opportunity to respond.

XVI. TERMINATION

- 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 from signing 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. A failure or violation that represents an immediate threat to health or safety must be corrected immediately. For any other failure or violation, the responsible party will be given ninety (90) days to correct the violation or failure, or, if by its nature the failure or violation cannot be fully corrected within ninety (90) days, the responsible party must have commenced correction within ninety (90) days and diligently pursued the same. If the 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, both Parties will make a good faith effort to make provisions for students in the Program at the time of termination to complete the Program in a reasonable time period.
- D. If the Ground Lease is terminated for any reason, this Agreement shall automatically terminate on the same date the Ground Lease terminates.

XVII. MISCELLANEOUS

A. Hold Harmless

Each party is an institution of higher education of the State of Washington and insured under the Washington State's Self-Insurance Liability Program. Each party to this Agreement shall be responsible for its own acts and /or omissions and those of its officers, employees and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and omissions of those entities or individuals not a party to this Agreement.

B. Disaster

In the event the Facility is partially or totally destroyed or injured by fire, earthquake or other casualty so as to render the Facility unfit for use or occupancy, or the Facility is not restored to its former condition or staff and services of EWU are not relocated to equivalent space, then EWU may terminate this Agreement as outlined in Section XVI. However, the parties agree to work together to find a reasonable solution that will allow the academic Program to continue. If the parties cannot reach mutual agreement, then EWU 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 either party unless endorsed herein in writing. And it is further understood that this Agreement shall not be valid and binding unless same has been approved by EWU and WSU.

D. Governance

This Agreement is entered into, pursuant to, and under the authority granted by the laws of the State of Washington and to 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 Agreements;
3. The Exhibits and Addenda;
4. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

E. Assignment

No right or duty, including the work to be provided under this Agreement, and any claim arising therefrom, may be assigned or delegated 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. For avoidance of doubt, EWU is not permitted to assign or allow use of any area, space, or room provided for under this Agreement without written permission by WSU Everett.

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 writing signed by an

authorized representative of the party and attached to the original Agreement.

G. Nondiscrimination and ADA Compliance

During the performance of this Agreement, the parties will not discriminate on the basis of race, religion, creed, color, national origin, citizenship or immigration status, families with children, sex, marital status, sexual orientation (including gender expression and identity), age, genetic history, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; (c) the Americans with Disabilities Act of 1990, as amended; and (d) applicable non-discrimination laws of the state of Washington. The parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion, or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities, and employment practices.

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. ADA Services provided by WSU Everett are limited to provisions of ADA accessible facilities, desks, tables and chairs, and to referral of information for local support services. (See Addendum E).

H. Health, Safety and Security

WSU Everett shall immediately notify EWU in the event of any emergency or other incident involving EWU personnel or students, of which they have actual knowledge as described in Addendum C.

I. Time

Time is of the essence in this Agreements, each, and all of its provisions 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, closure or restrictions due to a governmental order or pandemic, 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, and all other previous agreements on the subject matter are deemed superseded.

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 and Planning Council, the Washington Student Achievement Council resolution process will be employed. The determination of the Student Achievement Council shall be final and binding on both parties.

O. Agreement Changes, Modifications and Amendments

This Agreement may be changed, modified, or amended by written agreement executed by the parties. This Agreement is also renewable upon mutual, written consent of the parties.

P. Entire Agreement

This Amendment No. 2 constitutes the entire understanding between the Parties hereto with respect to subject matter contained herein, and there have been no oral agreements or promises which have not been set forth herein.

Q. Capitalized Terms

All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.

R. Counterparts

This Amendment No. 2 may be executed in one or more counterparts, each of which shall

constitute a duplicate original, but all of which together shall constitute one and the same instrument.

S. Future Agreements

The parties agree that the master agreement has become outdated due to the growth and development of the WSUE campus and programs; and that upon expiration of this Amendment No. 2 the parties will work together in good faith to develop a new lease agreement for space usage. The parties will also work together in good faith to develop an agreement outlining responsibilities under the EUC guidelines for academic programing provided by EWU. These agreements shall seek to better clarify and implement the NNN/CAM charge system in order that all EUC partners honor their responsibility to pay WSUE fairly and equitably for their use of space, infrastructure, and resources on the Everett Campus.

IN WITNESS WHEREOF, the Parties have executed this A&R Agreement, Amendment No. 2, as of the date and year first written above.

EASTERN WASHINGTON UNIVERSITY

WASHINGTON STATE UNIVERSITY



Annika Scharosch, AVP for Civil Rights,
Compliance & Enterprise Risk Management



Shawna Thompson, Real Estate Manager
Real Estate & Business Operations

RECOMMENDED BY



Paul Pitre, Chancellor
WSU Everett

**ADDENDUM A
DATA ELEMENTS FOR SERVICES**

- A For the purpose of enabling EWU students enrolled in the MSW program identified in this Agreement to have access to computer, library, and parking services through EvCC and WSU EVERETT, EWU will report to the WSU EVERETT Fiscal Analyst and WSU EVERETT Chancellor the following data no later than ten days before each quarter, or earlier:
- 1) Student name
 - 2) Student address
 - 3) Student date of birth
- B For the purpose of enabling EWU staff and faculty assigned to the MSW program identified in this Agreement to have access to computer, library, and parking services through WSU EVERETT, EWU will report to the WSU EVERETT Chancellor the following data no later than five days before each quarter, or earlier:
- 1) Faculty/staff name
 - 2) Title and Job Function
 - 3) Faculty/staff address
 - 4) Faculty/staff date of birth
- C The data elements listed in Section A above may (and should) be submitted earlier than five days before the classes begin each quarter in order to expedite EWU student access to campus services.
- D The parties agree to comply with the regulations of the Family Education Rights and Privacy Act (FERPA) to protect student record confidentiality. WSU EVERETT agrees to utilize student data solely for the purposes set forth in this Agreement. WSU EVERETT that any personally identifiable information will be stored and handled in compliance with current OCIO standards, policies, and best practices. Such standards, policies, and best practices can be found at: <https://ocio.wa.gov/policies>. No student education records or personally identifiable information of EWU faculty or staff shall be disclosed or released to a third party, either directly or indirectly, by WSU Everett unless such disclosure is required by law or court order.
- E The person reporting enrollment for all EWU programs and the EUC is EWU's Chair of the Social Work Department, Eastern Washington University.
- F The person receiving enrollment reports at WSU EVERETT is Fiscal Analyst, Erin Armstrong.

The primary points of contact for issues related to Data Enrollment Services are:

WSU EVERETT: Erin Armstrong, Fiscal Analyst, 425-405-1718,
erin.armstrong@wsu.edu

EWU: Amanda Reedy, areedy@ewu.edu

**ADDENDUM B
TECHNOLOGY SUPPORT SERVICES**

- A. WSU EVERETT shall provide EWU students, faculty, and staff with the following technology services in support of EWU Program offices, classes, workshops, events, and conferences for the Programs at the Facility:
1. Phone services on the assigned and shared desks for staff and faculty. EWU will cover the costs of long-distance through its own SCAN code.
 2. High-speed internet and network services (both wired and wireless) for EWU students, faculty, and staff.
 3. IT support and troubleshooting for EUC desktop, laptop, network, instructional videoconferencing, phone, and classroom technology (including limited print and file services) for Program classes.
 4. Standard anti-virus software installation and updates for Program classes.
 5. Classroom technology use and instructional video conferencing for the Program. (For additional video conferencing support, see Addendum J)
 6. Computer lab services for Program classes provided by EWU at the EUC.
 7. Conference rooms and special facilities made available for occasional non-program-related use will be charged in the same rate as other users of EUC facilities. (See Addendum J).
 8. WSU EVERETT provided EWU offices with a desktop computer (including limited print and file services) with MS Office Suite, one monitor, keyboard, and phone after EWU initially moved into the Facility in 2017. This equipment was installed by WSU EVERETT and is the property of WSU EVERETT.
 9. Additional desktop computers/laptops, monitors, keyboards, mobile devices, phones or other IT equipment purchases must be approved by the WSU EVERETT ITS Manager and will be paid by EWU at their expense. This equipment is the property of EWU. If EWU would like WSU EVERETT IT staff to provide support and troubleshooting for this equipment, purchase of this equipment needs to be coordinated through the WSU EVERETT IT Manager. WSU EVERETT reserves the right to refuse support on IT equipment or software not approved by WSU EVERETT. WSU EVERETT shall not be liable to EWU for any disruption or failure of the equipment or technology support services.
 10. All non-standard EUC software and installation shall be purchased by EWU. Purchase of non-standard EUC software must be approved by the WSU EVERETT's ITS manager and will be installed by WSU EVERETT IT staff on EUC IT equipment.

In the event of any issues that require support Agency should contact WSU Everett IT in the following manner:

- Web Form: <https://wsueverett.on.spiceworks.com/portal>
- Email: Everett.it@wsu.edu
- Phone: 425-405-1555

ADDENDUM C
HEALTH, SAFETY, AND SECURITY SERVICES

EWU and WSU EVERETT shall collaborate to provide a safe, healthful and secure academic environment at the WSU EVERETT and the EUC for the benefit of the students, faculty, and staff at both institutions.

A. Role and Responsibilities: EWU

1. Designate a specific EWU contact person who will coordinate with WSU EVERETT staff to facilitate compliance with policies and procedures affecting EWU personnel at the EUC.
2. All EWU students, faculty, and staff who are associated with the EWU MSW program and CWTEP located at the EUC, the WSU EVERETT campus or EvCC 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. EWU shall immediately report to the WSU EVERETT Chancellor any health, safety, or security incident involving EWU personnel or students that occurs at WSU EVERETT or the EUC that EWU has actual knowledge of.
4. EWU Director of the Office of Student Rights and Responsibilities and/or EWU University Police will notify WSU EVERETT's Chancellor in a timely manner regarding any disciplinary action taken that affects EWU faculty, staff, or student's presence at the EUC.

B. Role and Responsibilities: WSU EVERETT

1. Designate a specific WSU EVERETT contact person who will coordinate with EWU staff to facilitate compliance with policies and procedures affecting EWU personnel at the EUC.
2. Provide a copy of policies and procedures/handbooks, related to EUC safety, to EWU.
3. Notify the EWU University Police at 509-359-6300 in the event of any emergency or other incident involving or affecting EWU personnel, of which it has actual knowledge.
4. In the case of disorderly or threatening conduct occurring at WSU EVERETT or the EUC by an EWU student, the WSU EVERETT Chancellor or designee may require the student to leave the campus immediately. The WSU EVERETT Chancellor or designee will confer with EWU officials to determine any conditions or further disciplinary action to be imposed prior to the student's return to WSU EVERETT and the EUC campus.
5. WSU EVERETT will provide EWU with all criminal statistics for the EUC campus that it possesses for purposes of compiling EWU's annual security report.

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

1. EWU will notify both WSU EVERETT directly of any student attending at WSU EVERETT and the EUC on the campus who is an identified level one, two, or three sex offender, of which it has actual knowledge.

2. EvCC and WSU EVERETT will notify EWU of any student attending at WSU EVERETT or the EUC who is an identified level one, two, or three sex offender, of which they have actual knowledge.

D. Primary Points of Contact

The primary points of contact for issues related to Health, Safety, and Security Services are:

WSU EVERETT: Paul Pitre, Chancellor, 425-405-1716, pep@wsu.edu
EWU: Jewell Day, Director of Public Safety/Chief of Police 509-359-2777, jday@ewu.edu

**ADDENDUM D
PROMOTION AND MARKETING**

EWU and WSU EVERETT shall work together to promote the MSW Program offered by EWU at the WSU EVERETT and the EUC. Agreement by either party to work in coordination of marketing shall not be construed by either party as a limitation of the parties to engage in their own marketing activities separate from the other, but related to the operation of EWU programs at the EUC.

WSU EVERETT shall not independently market EWU MSW program without the consent or involvement of EWU. Neither party shall use the other party's trademark or logo without written consent from the other party.

A. Role and Responsibilities: EWU

1. Designate a specific, EWU contact person who will work with WSU EVERETT's Director of Communications and Public Relations to discuss mutually beneficial marketing opportunities.
2. Coordinate annually marketing plans for the promotion and marketing of the EWU MSW program in each other's marketing material and efforts.

B. Role and Responsibilities: WSU EVERETT

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

D. Primary Points of Contact

The primary points of contact for issues related to Promotion and Marketing Services are:

- WSU EVERETT: Randy Bolerjack, Director of Communications and Public Relations, 425-405-1719, randy.bolerjack@wsu.edu
- EWU: Lance Kissler, Associate Vice President of University Relations, lkissler@ewu.edu, 509-359-4257

ADDENDUM E
SERVICES FOR STUDENTS WITH DISABILITIES

EWU, through its Office of Student Accommodation and Support Services (SASS), and WSU EVERETT shall provide qualified students with disabilities an equal opportunity to access classes, workshops, events, and conferences. Equal access to EWU services and programs is in compliance with EWU Reasonable Accommodation Policy and applicable state and federal laws.

A. Role and Responsibilities: EWU SASS

1. Comply with the EWU's Policy for Providing Reasonable Accommodation for Students With Disabilities and 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, note takers, taped text readers, real-time captioners and Braillists.
3. Directly pay for or arrange for payment for reasonable accommodations for EWU students with disabilities while they are participating in the EWU MSW program at WSU EVERETT or the EUC.
4. Designate a specific EWU SASS contact person for all EWU DSS correspondence.

B. Role and Responsibilities: WSU EVERETT

1. Ensure campus facilities and infrastructure made available to EWU qualified students with disabilities are in compliance with applicable state and federal disability laws.
2. Coordinate on-site placement of accessible desks, tables and chairs in designated classrooms for qualified students with disabilities when requested from the EWU staff or an EWU student in a timely manner (4 to 6 weeks prior to the beginning of the quarter). Accessible furnishings are limited to desks, tables, and chairs. Provision of existing EUC desks, tables and chairs for qualified EWU students will be accommodated whenever possible. EWU will be contacted in the event that the needs of EWU exceed the EUC's existing supply of accessible desks, tables and chairs. WSU EVERETT will be reimbursed by EWU for the cost of destruction or loss of furnishings or assistive listening equipment by EWU students.
3. Provide, when requested by EWU MSW students with disabilities, referral information for local support services such as public transportation and state and federal social service organizations. WSU EVERETT will provide referrals, but will not coordinate these services.
4. Provide EWU DSS referral information to any EWU MSW student or employee who requests or inquires about a reasonable accommodation.
5. Designate a specific WSU EVERETT Disability Services contact person for all EWU DSS correspondence.

C. Primary Points of Contact

The primary points of contact for issues related to Students with Disabilities Support Services are:

- WSU EVERETT: Cathy Wright, Program Coordinator Student Services, 425-405-1714, cathy.wright@wsu.edu
- EWU: Valerie Marsh, Director of SASS, ymarsh@ewu.edu, 509-359-6871

**ADDENDUM F
STUDENT SUPPORT SERVICES**

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

A. Role and Responsibilities: EWU Office of Student Life

1. EWU students must adhere to EWU's Student Conduct Code and will be subject to disciplinary action through EWU's student conduct code process.
2. EWU students are also subject to EWU's rules, policies, and procedures.

B. Role and Responsibilities: WSU EVERETT

1. Designate a specific WSU EVERETT contact person for all EWU student support service correspondence.
2. In emergency situations please call 911. For non-emergency situations, please call Dr. Ciera Graham, Associate Director of Student Services (Advising), 425-405-1725.
3. Refer students with support issues to the EWU Office of Student Life at (509) 359-2292.

C. Primary Points of Contact

The primary points of contact for issues related to Student Support Services are:

- WSU EVERETT: Ciera Graham, Associate Director of Student Services (Advising), Washington at Everett, 425-405-1725, ciera.graham@wsu.edu
- EWU: Samantha Armstrong-Ash, Dean of Students/ Associate Vice President for Student Life, sarmstrong@ewu.edu, 509-359-7852

ADDENDUM G LIBRARY SERVICES

EWU students, faculty, and staff have access to library services through EvCC as a community member in support of EWU classes, workshops, events and conferences via EvCC's library Media Center. When borrowing from the EvCC Library Media Center, EWU students, faculty, and staff will be governed by all EvCC Library policies and procedures established for community users (circulation policies, overdue fines, etc.).

A. Role and Responsibilities: EWU

1. Provide access to library instruction and reference assistance (on-site and electronic, as applicable) to EWU MSW students.
2. Provide training and access to students for EWU library resources.
3. Provide access to Interlibrary loan (ILL) for books, media and services as provided by EWU Libraries ILL. This is direct-to-user loaning, i.e. not involving host site ILL.
4. Provide databases needed for the MSW program.
5. Provide access to various forms of electronic reference services.
6. Provide access to electronic reserves.
7. Provide assistance in recovering overdue or lost EvCC materials checked out by EWU students.
9. Develop a procedure for management of physical reserve materials requested for EWU courses.
10. Designate a specific EWU contact person for all correspondence with EvCC library. Paul Victor, pvictor@ewu.edu (509) 359 7909

B. Role and Responsibilities: WSU EVERETT

The following notes do not indicate a promise on the part of WSU EVERETT 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.

WSU EVERETT or the EvCC Library and Media Services are responsible for providing:

1. Facilitate, through EvCC, EWU MSW student, faculty, and staff access to on-site collection of library materials.
2. Facilitate, through EvCC, on-site reference service to EWU students, faculty, and staff when requested.
3. Facilitate, through EvCC, checkout privileges to EWU students, in accordance with EvCC policies and procedures.
4. Provide access to study rooms at the Facility (classrooms, meetings and events take precedence over study space).
5. EvCC will bill EWU community members for any material or equipment that has not been returned after a period of twelve months.
6. Designate a specific WSU EVERETT contact person to coordinate with the library for all correspondence with EWU library.

7. Provide a system for management of EWU-owned print and media reserve materials and limited space for reserved items as identified on a quarterly basis by library staff.

Primary Points of Contact

The primary points of contact for issues related to Library Support Services are:

- WSU EVERETT: Cathy Wright, Program Coordinator, WSU Everett Student Services, Washington State University Everett, 425-405-1714, cathy.wright@wsu.edu
- EWU: Paul Victor, Professor, Eastern Washington University, 509-359-7909 pvictor@ewu.edu (509) 359 7909

ADDENDUM H
EVERETT UNIVERSITY CENTER KEY POLICY

See https://everett.wsu.edu/faculty_staff-resources/ for a copy of the Everett University Center Key Policy.

The primary points of contact for issues related to keys are:

- WSU EVERETT: Cathy Wright, Program Coordinator, WSU Everett Student Services, Washington State University Everett, 425-405-1714, cathy.wright@wsu.edu
- EWU: Nancy Fagan, Program Coordinator for the School of Social Work, nfagan@ewu.edu, (425)405-1625

ADDENDUM I
EVERETT UNIVERSITY CENTER ROOM SCHEDULING POLICY

See https://everett.wsu.edu/faculty_staff-resources/ for a copy of the Everett University Center room scheduling policy

The primary points of contact for issues related room scheduling are:

- WSU EVERETT: Cathy Wright, Program Coordinator, WSU Everett Student Services, 425-405-1714, cathy.wright@wsu.edu
- EWU: Nancy Fagan, Program Coordinator for the School of Social Work, nfagan@ewu.edu, (425)405-1625

ADDENDUM J
RATES FOR ADDITIONAL SERVICES

A. The parties agree to the below rates of reimbursement for services in support of EWU programs. In the event that EWU incurs charges other than those described below or provided herein, WSU EVERETT will bill for any additional services used below quarterly on August 1, November 1, Feb 15 and May 1 of each year. WSU EVERETT will invoice EWU in a timely manner. Payment made sixty (60) or more days after an invoice is received by EWU, shall be subject to a one percent (1%) additional fee.

<p>1. Classrooms, conference rooms, meeting rooms/conference rooms/event spaces or other special spaces for non-degree programs or rentals not specified in this Agreement:</p>	<p>Charged at the rate of:</p> <p><u>Small-Medium Classroom (up to 35 people):</u> Standard Rate: \$145 (4 hours), \$45 each additional hour</p> <p>Non-Profit/ Rate: \$102 (4 hours), \$32 each additional hour</p> <p>EUC Partner* and Higher Education Institution Rate \$92 (4 hours), \$29 each additional hour</p> <p><u>Large Classroom (up to 60 people):</u> Standard Rate: \$185 (4 hours), \$55 each additional hour</p> <p>Non-Profit Rate: \$130 (4 hours), \$39 each additional hour</p> <p>EUC Partner* and Higher Education Institution Rate \$117 (4 hours), \$35 each additional hour</p> <p><u>Computer Lab (34-48 people):</u> Standard Rate: \$495 (4 hours), \$125 each additional hour</p> <p>Non-Profit Rate: \$347 (4 hours), \$88 each additional hour</p> <p>EUC Partner* and Higher Education Institution Rate \$312 (4 hours), \$79 each additional hour</p> <p><u>Tiered Lecture Hall (up to 120 people):</u> Standard Rate: \$330 (4 hours), \$157 each additional hour</p> <p>Non-Profit Rate: \$250 (4 hours), \$115 each additional hour</p> <p>EUC Partner* and Higher Education Institution Rate \$225 (4 hours), \$103 each additional hour</p> <p>WSU EVERETT rents at a 4 hour minimum and an hourly rate thereafter.</p>
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	*EUC Partners are partners who have contracted degree programs offered at the Everett University Center.
2. Videoconferencing services (IVC) for non-programmatic use	IVC use for classes and meetings other than IVC-based programs will be charged at the following rates: \$40 per hour, 2 hour minimum, for use of large IVC rooms; \$30 per hour, 2 hour minimum for use of medium IVC rooms. \$25 per hour, 2 hour minimum for use of small IVC rooms or portable IVC units. Note: routine audio-visual support (known as a "teaching station") in the classroom provided at no cost.
3. Videoconferencing services (IVC) after hours and weekends.	Charges for after hours and weekend videoconferencing will be \$60 per hour, 2 hr. minimum, for use of large IVC rooms, \$45 per hour, 2 hour minimum for use of medium IVC rooms and \$40 per hour, 2 hour minimum for use of small IVC rooms
4. Non-standard ECU software needed for programs, and classes charged to the partners	Will be charged at cost plus an 8 % administrative fee.
5. Lab Fees	If EWU classes are scheduled in a science lab in which supplies and equipment will be used, purchase of supplies and equipment must be coordinated with WSU EVERETT and will charged to EWU. Purchases made by WSU EVERETT will be charged at cost plus 8%.
6. Haz Mat/Chemical Use/Disposal Costs	If EWU has need for Haz Mat or Chemical Disposal, disposal must be coordinated with the designated WSU EVERETT Safety Coordinator. Disposal must be arranged in advance and will be charged to EWU. Fee will be charged at cost plus an 8% administrative fee.
7. Custodial or maintenance after normal business hours	Custodial and maintenance coverage for items over and above the services listed above will be billed at a reimbursement rate of \$35 per hour. Overtime or call backs after normal coverage hours and for weekends will be billed at a reimbursement rate of \$50 per hour. A minimum of three hours will be charged for callbacks. If callbacks are necessary during a holiday, a reimbursement rate will be charged double time rates, or \$70 per hour.
8. Printing and copying services	WSU EVERETT will sell EWU and its students print cards for use on multi-functional machines. They will be provided at the same cost for all EUC partners. Current costs per print: B&W: 5 cents (one-sided) B &W: 9 cents (double-sided) Color: 12 cents (one-sided) Color: 18 cents (double-sided) Costs are subject to change.
9. Additional Repairs	Repair work for damages beyond normal wear and tear that can be attributable to EWU shall be billed at cost plus an 8% administrative fee.

B. Additional services not list above, will be billed at cost plus eight percent (8%). These services will be billed quarterly on August 1, November 1, Feb 15 and May 1 of each year.

The primary points of contact for issues related to Financial Support Services are:

WSU EVERETT: Erin Armstrong, Fiscal Analyst, 425-405-1718, erin.armstrong@wsu.edu
EWU: Oksana Franco, College Financial Officer, College of Professional Programs,
ofranco@ewu.edu, 509-828-1226

1
2
3
4 **INTERAGENCY AGREEMENT**
5 **BETWEEN**
6 **EASTERN WASHINGTON UNIVERSITY**
7 **AND**
8 **WASHINGTON STATE UNIVERSITY**
9 **July 1, 2018 – June 30, 2020**

10
11 This Interagency Agreement (“Agreement”) is entered into and deemed effective as of the 1st day of July
12 2018 by and between Washington State University, an institution of higher education and agency of the
13 State of Washington, by and through its WSU Everett campus (“WSU Everett”) and Eastern Washington
14 University an institution of higher education and agency of the State of Washington, (“EWU”) pursuant
15 to the authority granted by RCW 39.34.130 and through Chapter 179, Laws of 2006. WSU Everett and
16 EWU may be collectively referred to herein as the “Parties”, and individually as a “Party”.

17 **RECITALS**

18
19 **WHEREAS**, WSU Everett entered in a Ground Lease dated September 30, 2015 by and between the
20 State Board for Community and Technical Colleges (as “Ground Lessor”) and WSU Everett (as “Ground
21 Lessee”) regarding that certain real property located in the City of Everett, Snohomish County,
22 Washington, as more particularly illustrated in the attached Exhibit “A” (the “Real Property”); and
23

24 **WHEREAS**, pursuant to the Ground Lease, WSU Everett constructed an approximate 95,737 square foot
25 educational-related building on the Ground Lease property, which is generally located at 915 North
26 Broadway, Everett, WA 98201 (the “Facility”); and
27

28 **WHEREAS**, WSU Everett operates and manages the Everett University Center (“EUC”) within the
29 Facility, which is a consortium of higher education institutions in the state of Washington that provides
30 Bachelor’s degrees, Master’s degrees, and some certification programs to the residents of north
31 Snohomish, Island, and Skagit Counties; and
32

33 **WHEREAS**, EWU is a member that consortium; and
34

35 **WHEREAS**, WSU Everett and EWU desire to enter into this Agreement for the purposes set forth herein
36 below;
37

38 **WHEREAS**, WSU Everett and EWU have performed their respective contractual obligations under this
39 Agreement in a manner satisfactory to both Parties and wish to memorialize those terms in this Agreement;
40

41 **NOW, THEREFORE**, in consideration of the terms, conditions, covenants, and performances contained
42 herein, IT IS MUTUALLY AGREED AS FOLLOWS:
43

44 **I. PURPOSE**
45

46 The purpose of this Agreement is to define the terms of the relationship between EWU and WSU
47 Everett in providing the necessary personnel, equipment, material, space, and/or services for on-
48 site delivery by EWU of Programs (as defined in Section VI), and administrative activities by WSU
49 Everett at the EUC located in the Facility. As set forth herein, WSU Everett will manage the

1 activities and logistics of operating the EUC, including the services provided for herein, and EWU
2 will provide instruction in the Facility for the degree(s) specified in Section VI. of this Agreement.

3
4 This Agreement is subject and subordinate to all provisions of the Ground Lease. EWU shall not
5 commit or permit to be committed in, on or about the Facility any act or omission that would violate
6 any provisions of the Ground Lease. All provisions of the Ground Lease are incorporated herein
7 as the provisions of this Agreement to the extent such provisions apply, and along with all
8 provisions of this Agreement, shall be the complete Agreement. This Agreement supersedes and
9 replaces Contract #008407/WSU C #22038 between WSU Everett and EWU.

10 **II. BACKGROUND**

11 The EUC is a consortium of higher education institutions, including EWU, WSU Everett, and other
12 higher education institutions in the state of Washington. The consortium institutions provide
13 Bachelor's degrees, Master's degrees, and some certification programs to the residents of north
14 Snohomish, Island, and Skagit counties. WSU Everett provides management and leadership of the
15 EUC and contracts with Everett Community College ("EvCC") and outside vendors to provide
16 support services to the consortium institutions as described in this Agreement.

17 **III. MUTUAL BENEFITS**

18 Given the mutual benefits to be realized for EWU, the EUC consortium and WSU Everett faculty,
19 staff, and students, the underlying principles of this Agreement emphasize collaboration among all
20 the institutions. Among these shared benefits are the following:

- 21 A. Expansion and coordination of the delivery of undergraduate and graduate level programs
22 for students in the north Snohomish, Island, and Skagit counties and surrounding region.
- 23 B. Interaction among EWU and WSU Everett and all consortium institution faculty regarding
24 research, educational program design, and other matters of mutual interest.
- 25 C. Potential for added coursework and degree programs for students.
- 26 D. Enhanced student recruitment, focusing on educational opportunities offered through the
27 collaboration. Shared resources, resource acquisition, where possible and if applicable.

28 **IV. CONTRACT AND OPERATIONS MANAGEMENT**

29
30 The Parties recognize the importance of consistent coordination in managing the inter-institutional
31 relationship described in this Agreement and will encourage open and continuous communication
32 between EWU and WSU Everett staff.

33
34 In addition, both institutions shall designate below a point of contact for the Programs as well as
35 for the operation and services provisions within this Agreement. This point of contact will serve as
36 a central point of contact for information-sharing, clarification, and inquiries regarding issues
37 and/or services related to this collaborative Agreement.

38
39 All correspondence between WSU Everett and EWU offices for the coordination of policies,
40 procedures and processes, provisioning and support of EWU programs, and the resolution of
41 disputes appropriate to the operation and management of EWU programs at the EUC shall include
42 the below primary points of contact, unless otherwise designated by either Party appropriate and
43 limited to their own institutions.

1
2 Primary point of contact:
3

4 WSU: Paul Pitre, Chancellor
5 Washington State University Everett
6 Address: 915 North Broadway, Everett, WA 98201
7 Phone: 425-405-1716
8 Email: pep@wsu.edu
9

10 With copy to: Ryan Goodell, Executive Director
11 Contracts and Real Estate Office
12 Washington State University
13 Real Estate Office
14 2425 E. Grimes Way
15 Pullman, WA 99164
16

17 EWU: John Neace, Associate Vice Provost
18 Outreach and Education
19 Eastern Washington University
20 300 Senior Hall
21 Cheney, Washington 99004-2442
22 Phone: 509-359-6524
23 Email: jneace@ewu.edu
24

25 Additional contacts may be developed by WSU Everett and EWU to support communication.
26

27 **V. TERM**

28
29 Subject to its other provisions, the period of performance of this Agreement shall be deemed to
30 have commenced on July 1, 2018, and shall be completed on June 30, 2020 (the “Initial Term”)
31 unless terminated sooner or extended, as provided herein. The Parties may mutually agree in
32 writing to extend the Initial Term this Agreement for two (2) additional periods of one (1) year
33 each (any such extension shall be referred to as an “Extension Term”, and collectively, the
34 “Extension Terms”). In the event the Parties agree to extend the Initial Term of this Agreement,
35 the Parties shall prepare a written amendment to this Agreement setting forth the extension, any
36 changes in fees and services, and other desired modifications to the Agreement, if any.
37

38 **VI. ACADEMIC PROGRAMS**

39
40 A. EWU and WSU Everett have identified the below degree(s)/program(s) to be offered by EWU
41 and full-time enrollment (“FTE”) target enrollments, where applicable. The terms “Program”
42 or “Programs” as used in this Agreement refer to the individual degree(s)/program(s) listed in
43 this Section VI.A. and Section VI.C. or all such degree(s)/program(s) collectively, as the
44 context of the Section in which such terms are used shall necessitate.
45

46 Program: Master of Social Work (“MSW”) degree program
47

48 B. For this Agreement and unless otherwise indicated through subsequent agreements, EWU will
49 enroll up to 70 students quarterly in the MSW Program.

1
2 C. Also part of the Programs is the following:
3

4 Child Welfare Training and Advancement (“CWTAP”)
5

6 D. EWU agrees to continue to meet all Northwest Commission of College and Universities
7 (“NWCCU”) accreditation standards related to the instruction of the Programs.
8

9 **VII. OFFICE SPACE, CLASSROOM SPACE, AND COMMON AREAS**
10

11 A. WSU Everett will provide EWU exclusive year-round use (“Office Space Usage”) of the
12 Facility office spaces indicated below (as more particularly depicted in Addendum K) for the
13 Programs.
14

15 1. One private office (Room #306, 145.5 square feet) for the MSW Program Director.
16

17 2. One private office (Room #307, 145.5 square feet) for the CWTAP Program Director.
18

19 3. One shared office (Room #319, 269 square feet) for two (2) EWU Program Coordinators.
20

21 4. WSU Everett will provide the following in each private office (Rooms #306 and Room
22 #307): sit/stand desk, additional freestanding desk, ergonomic desk chair, two guest chairs,
23 small under-desk mobile drawer unit, three-drawer locking file cabinet and adjustable 48”
24 wide floor to ceiling shelving.
25

26 5. WSU Everett will provide the following in the shared office (Room #319) sit/stand desk,
27 additional free standing desk, ergonomic desk chair, two guest chairs, small under-desk
28 mobile drawer unit, two (2) four-drawer lateral file cabinets with one upper shelf, and one
29 shared wardrobe cabinet.
30

31 6. Additional furnishings are at EWU’s expense.
32

33 7. EWU will provide its office supplies for its faculty and staff.
34

35 B. Classroom space will be made available for the Programs in the same manner as provided to
36 other EUC partners (for up to seven classes per quarter).
37

38 1. Use of rooms for Program classes must be pre-approved by WSU Everett. To reserve
39 rooms, EWU is to complete a WSU Everett scheduling request form located at
40 Everett.wsu.edu/faculty-staff-resources/ no later than six (6) weeks before the start of each
41 quarter. Space is limited and EWU is encouraged to submit its request as soon as possible.
42

43 2. Expansion of Program and Program-related use of rooms must be pre-approved in writing
44 by the WSU Everett Chancellor or his designee.
45

46 C. WSU Everett will provide EWU with non-exclusive use of the following common areas on an
47 as available basis in the same manner as provided to other EUC partners.
48

49 1. A shared reception space (Room #301; shared by all of the EUC partners on the third floor).

- 1
2 2. EWU will be provided access to a shared workroom.
3
4 3. WSU Everett will provide a shared student lounge/informal study area (near the café on
5 the first floor).
6
7 4. WSU Everett will provide a shared kitchen area for faculty and staff use on an as available
8 basis.
9
10 D. Non-programmatic use of these rooms will be charged to EWU at the same rate and in the same
11 manner as other EUC partners and will be billed quarterly as additional charges (see rates in
12 Addendum J). Use must be pre-approved in writing by WSU Everett Chancellor or his
13 designee.
14
15 E. WSU Everett will provide office technology as specified in Addendum B. If a CWTAP staff
16 member determines a need for a printer specific to their desktop, then arrangements and
17 approvals must be conducted in advance with the WSU Everett's ITS Manager. New printers
18 shall be paid for by EWU.
19
20 F. WSU Everett will provide EWU with use of video conference ("IVC") services to support
21 remote delivery of faculty and staff meetings as needed to support the Programs. EWU will
22 not be charged a rental fee for Program use, but may be charged for custodial, security, or other
23 services, provided the charge is applied in the same method as other EUC programs for special
24 set-ups and/or large public events.
25
26 G. Utilities including heat, lights, and custodial services provided at the same level and frequency
27 as other EUC offices and classrooms.
28
29 H. EWU is not permitted to assign or allow use of classroom/conference/meeting room/study
30 areas/special rooms/common areas without prior written permission by WSU Everett.
31

32 **VIII. ADMINISTRATIVE SUPPORT SERVICES**

33
34 WSU Everett agrees to provide, or facilitate through EvCC, EWU administrative support services
35 for the Programs set forth in Paragraph VI, as follows:
36

- 37 A. Staffing at the Student Access Center to include providing students with Program information
38 and referral of students to EUC partners for advising.
39
40 B. Room scheduling for EUC classrooms, conference rooms, meeting rooms, and other rentable
41 spaces at the Facility as described in Addendum I and J. Room use must be pre-approved in
42 writing by WSU Everett.
43
44 C. Keys necessary to access the Facility. Keys remain the property of WSU Everett and shall be
45 returned to Program Coordinator Cathy Wright, Room #110C, 915 North Broadway, upon
46 release of the space at the expiration or termination of this Agreement (See Addendum H for
47 Key Policy).
48

- 1 D. Access to printing and copy-duplicating services provided on the same basis and cost as for
2 other EUC offices. WSU Everett will provide proxy cards to EWU to use for printing and
3 copying. There will be a replacement fee for lost or damaged cards of \$15 per card. (See
4 Addendum J for rates).
5
- 6 E. Access to the pricing structure for printing services negotiated by EvCC with Ricoh. Orders
7 are placed online directly with Ricoh and Ricoh bills the ordering party directly. WSU Everett
8 and EUC print orders are delivered directly to the third floor mailroom of the Facility.
9
- 10 F. Access to shredding services will be provided on the same basis and cost as for other EUC
11 offices. A shredding bin will be located on each floor.
12
- 13 G. Mail services (outgoing and incoming) provided at the same level of service as for other EUC
14 offices partners. Incoming mail will be delivered directly to the Facility mailroom. WSU
15 Everett will provide staffing to sort the mail and place it in partner and WSU Everett academic
16 department mailboxes for pick-up.
17
- 18 H. FedEx shipments will continue to be processed and paid for by EWU. Shipment of hazardous
19 materials must comply with applicable laws and policies, and in particular WSU Everett's
20 Safety Policies and Procedures Manual 5.40.
21
- 22 I. Phone services on the assigned and shared desks for staff and faculty will be provided at the
23 same basis and cost as for other EUC partners. Charges, except for international charges, are
24 included in the administrative support services charge. International charges will be billed back
25 to and paid by EWU.
26
- 27 J. Parking services for EWU faculty, staff, students, and visitors will be provided by EvCC at the
28 same level and rates as to all EUC personnel. All faculty, students, and visitors utilizing these
29 services will be individually responsible to pay EvCC for parking permits/charges. EWU
30 personnel shall be eligible for participation in EvCC's local Commute Trip Reduction-type
31 programs.
32
- 33 K. All EWU students, faculty, and staff who are associated with the Programs are required to
34 adhere to the parking and security policies of EvCC. In cases where a conflict between parking
35 and security policies may arise, the policy of EvCC shall prevail.
36
- 37 L. Faculty and staff access, through EvCC, to its fitness and recreational facility at the same rate
38 as other EUC faculty and staff. EWU students can purchase access to the Walt Price Fitness
39 Center at the EvCC student rate. EWU staff and faculty can purchase access at the EvCC
40 employee rate.
41
- 42 M. Use of EvCC's cafeteria/food services/catering and the 915 North Broadway coffee bar and
43 cafe by EWU staff, faculty, students, and visitors at the same level and rates as those enjoyed
44 by other EUC personnel.
45
- 46 N. Technology Support Services as described in Addendum B.
47
- 48 O. Health, Safety, and Security Services as described in Addendum C.
49

1 P. Promotion and Marketing Services as described in Addendum D.
2

3 **IX. SUPPORT SERVICES**
4

5 A. WSU Everett agrees to provide EWU with support services for EWU students, faculty, and
6 staff as follows: classrooms, including appropriate audio-visual equipment, for instructional
7 purposes directly related to the MSW Program, on a pre-scheduled basis. Requests to reserve
8 classrooms and notice of class cancellations must be provided to WSU Everett six (6) weeks
9 before the start of each quarter. Program-related use of classrooms must be pre-approved in
10 writing by the WSU Everett Chancellor or his designee.
11

12 B. The Parties recognize that classroom needs vary each quarter, and this Agreement is made with
13 the understanding that quarterly classroom needs will not exceed seven (7) courses each
14 quarter. Should classroom utilization be higher, additional charges will be assessed (See
15 Addendum J).
16

17 C. The Parties recognize that this Agreement reflects an intention for EWU to utilize primarily
18 seminar and traditional classroom space, with no more than three IVC classroom utilizations
19 per quarter. Should IVC utilization be higher and/or classes be scheduled using IVC as a
20 regularly scheduled mode of delivery, additional charges will be assessed (See Addendum J).
21

22 D. Non-programmatic use of classrooms will be charged to EWU quarterly in the same way as for
23 other EUC partners (See Addendum J).
24

25 E. EWU students will be accorded access to the Facility lounges, study areas, and other student-
26 oriented facilities in the same manner as other EUC students.
27

28 F. Bookstore services provided through EvCC, if requested, to include sale of textbooks and other
29 materials required in support of EWU Programs at the EvCC campus bookstore, may be
30 handled under terms to be negotiated between the bookstore managers of EWU and EvCC. In
31 addition, the sale of other merchandise, such as EWU-branded merchandise, may be handled
32 under terms to be negotiated between the bookstore managers of EWU and EvCC.
33

34 G. Disabled Student Services as described in Addendum E.
35

36 H. Student Support Services as described in Addendum F.
37

38 I. Library Services as described in Addendum G.
39

40 J. Students enrolled in EWU's Programs are subject to the rules, regulations, requirements,
41 policies, and privileges of EWU for all academic, professional, and disciplinary matters.
42 Specifically, all EWU students are subject to EWU's Student Conduct code and academic
43 policies.
44

45 **X. FACILITIES MAINTENANCE**
46

47 A. WSU Everett will maintain the Facility in good repair and tenantable condition and in a
48 manner that is fit for the purpose of this Agreement and complies with current legislation.
49 This includes performing maintenance and repair of the following: mechanical systems;

1 electrical systems; interior lighting; door locks and keys; building access cards; plumbing;
2 heating; ventilating; and air conditioning systems; floor coverings; window coverings; inside
3 and outside walls (including windows); all structural portions of the Facility (including roof
4 and the watertight integrity of same); porches; stairways; elevator; sidewalks; parking lot
5 (including snow removal, cleaning, and restriping as required); exterior lighting; drainage;
6 landscaping; pest control; and continuous satisfaction of all governmental requirements
7 generally applicable to similar office buildings in the area (for example: fire, building, energy
8 codes, and requirements to provide an architecturally barrier-free premises for people with
9 disabilities, etc.). WSU Everett is responsible for all Facility expenses and maintenance, the
10 provision of adequate water supply, connection to sewer, and garbage collection, together
11 with all utilities and services normally required in the operation of an office building and
12 including but not limited to adequate heat, light, electricity, air-conditioning, restroom
13 facilities, and janitor services.
14

- 15 B. Notwithstanding the foregoing, the cost of maintenance or cost to repair any damage arising
16 from the negligence of EWU's clients, agents, or employees shall be the responsibility of EWU.
17 Unless WSU Everett agrees otherwise in writing, WSU Everett will perform such maintenance
18 and repair and invoice EWU for the cost of the same, and EWU shall pay such invoice within
19 thirty (30) days of receipt. In no event shall this paragraph be construed as diminishing WSU
20 Everett's duty to ensure that repairs are made as set forth in preceding paragraphs of this
21 Agreement, or as making EWU responsible for the repair of normal wear and tear.
22
- 23 C. For the purpose of maintaining the Facility, WSU Everett shall have the right at reasonable
24 times to enter and inspect any portion of the Facility and to make any necessary repairs or
25 perform any necessary maintenance.
26
- 27 D. Requests for changes or improvements to facilities, office space, equipment, or furniture will
28 be mutually discussed and must receive the prior written approval of the WSU Everett
29 Chancellor or designee before implementation and must be installed/completed by contracted
30 maintenance worker.
31
- 32 E. Overtime or call backs for custodial or maintenance services after normal coverage hours and
33 for weekends, will be billed to EWU quarterly (See Addendum J).
34
- 35 F. WSU Everett and EWU shall follow EvCC and WSU Everett guidelines regarding a non-
36 smoking campus.
37
- 38 G. Other policies and procedures pertaining to facilities maintenance may be located at:
39 https://Everett.wsu.edu/faculty_staff-resources/, as long as they do not contradict this
40 Agreement. WSU Everett reserves the right to add additional policies if needed.
41

42 XI. SECURITY

- 43
- 44 A. WSU Everett will contract with EvCC or another agency to provide public safety and security
45 services. Security personnel will be stationed at the Facility from 7:00 a.m. to 10:30 p.m.
46 Monday through Friday. All other days/times there will be a security officer available on
47 EvCC's main campus.
48
- 49 B. Criminal activities or other violations of the law occurring at the Facility will be under the

1 jurisdictional authority of the EvCC Campus Safety Department and Everett Police
2 Department. Security issues not rising to the level of criminal misconduct or violation of the
3 law shall be dealt with as a student conduct issue or faculty/staff issue under the home
4 institution's existing policies and procedures.
5

6 **XII. PAYMENT**
7

8 A. Payment shall be made to WSU Everett by EWU for the MSW Program for the following:
9

- 10 1. Office Space Usage and classroom space, use of kitchen, lounge, workroom (as specified
11 in Section VII).
 - 12 2. Student Access Center Services (as specified in Section VIII).
 - 13 3. Support Services (as specified in Section VIII, IX and Addendum B).
 - 14 4. Inclusion in Marketing Materials (as specified in Addendum D).
- 15
16
17
18

19 Payments for the above listed space and services shall be in the following amount for July 1, 2018
20 through June 30, 2019:
21

22 Payment for MSW Program \$11,470
23 Payment for Office Reception and Technology Support \$9,200.
24

25 Payments for the above listed space and services shall be in the following amount for July 1, 2019,
26 through June 30, 2020.
27

28 Payment for MSW Program \$11,470 for space usage
29

30 Payments for each academic year shall be made in two equal installments on or before
31 November 15 and February 15 of each year.
32

33 B. CWTAP Program: Payment shall be paid to WSU Everett by EWU for space to be used by the
34 CWTAP Program in the following amount:
35

36 \$3,600 for space between July 1, 2018 and June 30, 2019.
37 \$3,600 for space between July 1, 2019 and June 30, 2020.
38

39 Payments for each academic year shall be made in two equal installments on or before
40 November 15 and February 15 of each year.
41

42 C. Administrative Support Service to be paid to WSU Everett by EWU for services provided for
43 the Academic Programs between July 1, 2019 and June 30, 2020.
44

45 Payment for Administrative Support Services \$12,499.37
46

47 Payments for each academic year shall be made in two equal installments on or before
48 November 15 and February 15 of each year.
49

- 1 D. Technology Fee: In addition to the payment above, during the July 1, 2018 to June 30, 2019
 2 year, EWU will pay to WSU Everett \$25 per headcount reported as enrolled (per Addendum
 3 A) in the Everett part-time MSW Program for technology support services, access to designated
 4 open student labs, access to library services and wireless access. WSU Everett will bill EWU
 5 each quarter for the duration of this contract on August 1, November 1, Feb 15 and May 1. A
 6 quarterly invoice will be prepared by WSU Everett's fiscal analyst upon receiving quarterly
 7 enrollment information from EWU. For the July 1, 2019 to June 30, 2020 year the technology
 8 fee will be included in the Administrative Support Services charges.
 9
- 10 E. Additional charges for WSU Everett services used by EWU are summarized in Addendum J.
- 11
- 12 F. Should the MSW Program enrollment expand beyond 70 students, additional charges for
 13 classroom space and/or support services will be negotiated by the Parties.
 14
- 15 G. Should additional EWU programs be offered at the EUC before June 30, 2020 EWU agrees to
 16 negotiate and pay additional charges for the classroom, office and/or support services requested
 17 of WSU Everett in support of those programs.
 18

19 **XIII. BILLING PROCEDURE:**

- 20
- 21 A. Except as otherwise provided herein, payment for the space usage and services provided by
 22 WSU Everett will be billed by November 15 and February 15 of each year.
 23
- 24 B. Payment to WSU Everett shall be submitted within thirty (30) days of due date. Penalties for
 25 late payments (those paid beyond 30 days after due date), shall be assessed a one percent (1%)
 26 fee per month.
 27

28 **Billing Summary**

29

Payment for MSW Program: Classrooms for up to seven classes per quarter for the Programs specified in this contract, and office space for the MSW Program. As specified in Section VII.	\$11,470/year
2018-19 Payment for Office Reception and Technology Support for EWU faculty, staff and students, meeting room scheduling support, use of lounges, kitchen, workroom, and inclusion in marketing materials. As specified in Section VII., VIII., Addendum B and Addendum D	\$9,200/year.
Payment for CWTAP Program – private office space, as specified in Section VII.	\$3,600/year
2018-19 Technology Fee. As specified in Section VIII	\$4300
2019-20 Administrative Support Services – As specified in Section VIII	\$12,499.37
Non-programmatic Room Usage –if used (See Addendum J)	
Additional Services –if used (See Addendum J)	

Total Due: 2018-19	\$28,570.00
2019-20	\$27,569.37

Invoices to EWU will be submitted to:

Bill Shaw, Senior Budget Officer of Academic Affairs
 Eastern Washington University
 121 Senior Hall
 Cheney, WA 99004
bshaw@ewu.edu
 Ph: (509) 359-2434

Payments to WSU Everett shall be submitted to:

Erin Armstrong
 Fiscal Analyst
 WSU Everett
 915 North Broadway
 Everett, WA 98201
erin.armstrong@wsu.edu
 Ph: (425) 405-1718

XIV. REPORTING REQUIREMENTS

- A. EWU shall provide reports requested by the Office of Financial Management regarding this Agreement as part of its higher education reporting system.
- B. EWU shall provide enrollment reports to WSU Everett as outlined in Addendum A, as well as a list of faculty and staff, no later than ten (10) days before the start of each quarter for the purpose of establishing computer access, parking access, and library accounts at the Facility.

XV. RECORDS MAINTENANCE AND CONFIDENTIALITY

- A. The Parties to this Agreement shall each maintain books, records, documents and other evidence, which sufficiently and properly reflect all direct and indirect costs expended by either Party in the performance of the services described herein. These records shall be subject to timely inspection, review or audit by personnel of both Parties, other personnel duly authorized by either Party, the Office of the State Auditor, and federal officials so authorized by law upon written request. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) 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.
- B. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. Unless otherwise required by law, the receiving Party will not disclose or make available this material to any third parties without first giving written notice to the furnishing Party and giving it a reasonable opportunity to respond.

- 1 C. The Parties agree to use the student education records received from the other Party only as
2 expressly permitted in this Agreement or when reasonably necessary to perform the Party's
3 duties under this Agreement or law so long as such disclosure is in accordance with applicable
4 law, including the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g;
5 34 CFR Part 99), and regulations promulgated thereunder. The Parties will utilize reasonable
6 security procedures and protections to assure that records and documents provided by the other
7 Party are not erroneously disclosed to third parties.
8

9 **XVI. TERMINATION**

- 10
11 A. Mutual termination under this provision may be immediate or on a date certain if the Parties
12 agree. Nothing in this Agreement shall be construed to prohibit the Parties from signing a new
13 and superseding agreement, as changed conditions shall warrant.
14
15 B. If for any cause, either Party does not fulfill in a timely and proper manner its obligations under
16 this Agreement, or if either Party violates any of these terms and conditions, the aggrieved
17 Party will give the other Party written notice of such failure or violation. A failure or violation
18 that represents an immediate threat to health or safety must be corrected immediately. For any
19 other failure or violation, the responsible Party will be given ninety (90) days to correct the
20 violation or failure, or, if by its nature the failure or violation cannot be fully corrected within
21 ninety (90) days, the responsible Party must have commenced correction within ninety (90)
22 days and diligently pursued the same. If the failure or violation is not corrected, this Agreement
23 may be terminated immediately by written notice of the aggrieved Party to the other Party.
24
25 C. The Parties agree that if the Agreement is terminated, both Parties will make a good faith effort
26 to make provisions for students in the Program at the time of termination to complete the
27 Program(s) in a reasonable time period.
28
29 D. If the Ground Lease is terminated, for any reason, this Agreement shall automatically terminate
30 on the same date the Ground Lease terminates.
31

32 **XVII. MISCELLANEOUS**

33
34 **A. Hold Harmless**

35
36 Each Party is an institution of higher education of the State of Washington and insured under
37 the Washington State's Self-Insurance Liability Program. Each Party to this Agreement shall
38 be responsible for its own acts and/or omissions and those of its officers, employees and agents
39 in the performance of this Agreement. No Party to this Agreement shall be responsible for the
40 acts and omissions of those entities or individuals not a party to this Agreement.
41

42 **B. Disaster**

43
44 In the event the Facility is partially or totally destroyed or injured by fire, earthquake or other
45 casualty so as to render the Facility unfit for use or occupancy, or the Facility is not restored to
46 its former condition or staff and services of EWU are not relocated to equivalent space, then
47 either Party may terminate this Agreement as outlined in Section XVI. above. However, the
48 Parties agree to work together to find a reasonable solution that will allow the Program to

1 continue. If the Parties cannot reach mutual agreement, then EWU may terminate this
2 Agreement as mentioned above.

3
4 **C. No Guarantees**

5
6 It is understood that no guarantees, expressed or implied representations, promises, or
7 statements have been made by either Party unless endorsed herein in writing. And it is further
8 understood that this Agreement shall not be valid and binding unless same has been approved
9 by EWU and WSU Everett, and approved as to form by the Office of the Attorney General.

10
11 **D. Governance**

12
13 This Agreement is entered into, pursuant to, and under the authority granted by the laws of the
14 State of Washington and any applicable federal laws. The provisions of this Agreement shall
15 be construed to conform to those laws.

16
17 In the event of an inconsistency in the terms of this Agreement, or between its terms and any
18 applicable statute or rule, the inconsistency shall be resolved by giving precedence in the
19 following order:

- 20
21 1. Applicable state and federal statutes and rules;
22 2. Terms and conditions as contained in this Agreement;
23 3. The Addendums to this Agreement;
24 4. Any other provision, term or material incorporated herein by reference or otherwise
25 incorporated.

26 **E. Assignment**

27 No right or duty, including the work to be provided under this Agreement, and any claim arising
28 therefrom, may be assigned or delegated by either Party in whole or in part, except as otherwise
29 provided herein, without the express prior written consent of the other Party, which consent
30 shall not be unreasonably withheld. For avoidance of doubt, EWU is not permitted to assign
31 or allow use of any area, space, or room provided for under this Agreement without prior
32 written permission by WSU Everett, which may be withheld at WSU Everett's reasonable
33 discretion.

34 **F. Waiver**

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

39 **G. Nondiscrimination and ADA Compliance**

40 During the performance of this Agreement, the Parties will not discriminate on the basis of
41 race, religion, creed, color, national origin, families with children, sex, marital status, sexual
42 orientation (including gender expression and identity), age, genetic history, honorably
43 discharged veteran or military status, or the presence of any sensory, mental, or physical

1 disability, or the use of a trained dog guide or service animal by a person with a disability, in
2 compliance with (a) Presidential Executive Order 11246, as amended, including the Equal
3 Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as
4 amended, (c) the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the
5 Affirmative Action Clauses contained therein; (d) the Americans with Disabilities Act of 1990,
6 as amended; and (e) applicable non-discrimination laws of the state of Washington. The Parties
7 further agree they will not maintain facilities which are segregated on the basis of race, color,
8 religion, or national origin in compliance with Presidential Executive Order 11246, as
9 amended, and will comply with the Americans with Disabilities Act of 1990, as amended,
10 regarding programs, services, activities, and employment practices.

11 Both Parties certify that they will comply with the Americans with Disabilities Act of 1990, as
12 amended, with regard to programs, services, activities and employment practices. ADA
13 Services provided by WSU Everett are limited to provision of ADA accessible facilities, desks,
14 tables and chairs, and to referral of information for local support services. (See Addendum E).

15 **H. Health, Safety and Security**

16 WSU Everett shall immediately notify EWU in the event of any emergency or other incident
17 involving EWU personnel or students, of which they have actual knowledge as described in
18 Addendum C.

19 **I. Time**

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

22 **J. Inability to Perform**

23 This Agreement and the obligations of either Party hereunder shall not be affected or impaired
24 because the other Party is unable to fulfill any of its obligations hereunder or is delayed in
25 doing so, if such inability or delay is caused by strike, labor troubles, acts of God, or any other
26 cause beyond the reasonable control of either Party.

27 **K. Captions**

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

30 **L. Severability**

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

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M. Entire Agreement

This Agreement, including all Exhibits and Addendums hereto, 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, and all other previous agreements on the subject matter are deemed superseded.

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 and Planning Council, the Washington Student Achievement Council resolution process will be employed. The determination of the Student Achievement Council shall be final and binding on both Parties.

O. Agreement Changes, Modifications and Amendments

This Agreement may be changed, modified, or amended by written agreement executed by the Parties. This Agreement is also renewable upon prior written mutual consent of the Parties as provided in Section V. herein above.

P. Electronic Signature

This Agreement may be executed in two or more counterparts, and by electronic signature including scanned copies, all of which when taken together, shall constitute one original document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.

EASTERN WASHINGTON UNIVERSITY



Annika Scharosch, AVP for Civil Rights,
Compliance & Enterprise Risk Management

WASHINGTON STATE UNIVERSITY



Ryan H. Goodell, Executive Director,
Contracts and Real Estate Office

APPROVED AS TO FORM:



Nathan Deen
Assistant Attorney General

Exhibit A:

Description: That portion of Snohomish County parcels 2905170021440, 2905170021450 and 2905170021460 outlined in red below



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ADDENDUM A

DATA ELEMENTS FOR SERVICES

A For the purpose of enabling EWU students enrolled in the MSW program identified in this Agreement to have access to computer, library, and parking services through EvCC and WSU Everett, EWU will report to the WSU Everett Fiscal Analyst and WSU Everett Chancellor the following data no later than ten days before each quarter, or earlier:

- 1) Student name
- 2) Student address
- 3) Student date of birth

B For the purpose of enabling EWU staff and faculty assigned to the MSW program identified in this Agreement to have access to computer, library, and parking services through WSU Everett, EWU will report to the WSU Everett Chancellor the following data no later than five days before each quarter, or earlier:

- 1) Faculty/staff name
- 2) Title and Job Function
- 3) Faculty/staff address
- 4) Faculty/staff date of birth

C The data elements listed in Section A above may (and should) be submitted earlier than five days before the classes begin each quarter in order to expedite EWU student access to campus services.

D The Parties agree to comply with the regulations of the Family Education Rights and Privacy Act (FERPA) to protect student record confidentiality.

E The person reporting enrollment for all EWU programs and the EUC is EWU Director of Off-Campus Programs, Eastern Washington University.

F The person receiving enrollment reports at WSU Everett is Fiscal Analyst, Erin Armstrong.

The primary points of contact for issues related to Data Enrollment Services are:

WSU Everett: Erin Armstrong, Fiscal Analyst, 425-405-1718, erin.armstrong@wsu.edu
EWU: Susan Thompson, 509-359- 6485, sthompson2@ewu.edu,

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ADDENDUM B

TECHNOLOGY SUPPORT SERVICES FOR 2018-19

The technology support services provided by WSU Everett to EWU students, faculty and staff during the 2018-19 academic year are the same as provided during the 2017-18 academic year, as set forth in Addendum B to the Interagency Agreement Between EWU and WSU for July 1, 2017-June 30, 2018 which Addendum is incorporated herein by reference as though fully set forth.

TECHNOLOGY SUPPORT SERVICES FOR 2019-20

WSU Everett shall provide EWU students, faculty, and staff with the following technology services in support of EWU Program offices, classes, workshops, events, and conferences for the Programs at the Facility:

- A. IT support and troubleshooting for EUC desktop, laptop, network, instructional videoconferencing, phone, and classroom technology (including limited print and file services) for Program classes.

Classroom Technology Services
Services provided

- Troubleshoot technical issues in classrooms related to the equipment located in the teaching podium
- Connection and troubleshooting of scheduled videoconferenced classes. IT will make every effort to ensure classes are connected 15 minutes prior to beginning of classes and to physically check the classroom to ensure it successful connection.
- Provide training on the operation classroom technology.

Services not included

- Troubleshooting of equipment, laptops, tablets, and/or other devices that are not installed in the classrooms.
- Creation/scheduling of videoconferenced meetings (e.g., Zoom, Skype, Blue Jeans, etc.)
- Reservation of rooms for classroom-related activities.
- Acquisition and installation of software.
- Classroom structural modifications, including the movement of furniture in the classroom.
- Provisioning of any external hard drives, including encrypted drives, thumb drives, etc.
- Dissemination, collection, or proctoring of classroom assignments, examinations, and/or course evaluations

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Service delivery

- Classroom support will be provided by WSU Everett IT personnel.
- Videoconferencing will be through the Polycom videoconferencing systems.
- Desktop and audio/video capability are in the podiums in each classroom.

Hours of support and maintenance

- Support will be provided Monday – Thursday 7:30 a.m. to 8:00 p.m. and Friday 8:00 a.m. to 5:00 p.m.
- Maintenance of classrooms will be performed as to not disrupt scheduled classes.

Desktop Support Services

Services provided

- IT will troubleshoot and resolve all hardware, software and peripheral issues.
- IT will provide operating system updates including security patches and enhancements.
- IT will maintain virus protection for desktops.

Services not included

- This service does not provide for the licensing of software used for desktops.
- This service does not provide support for personal “bring-your-own-device” (BYOD) brought by user. Caveat: IT will make a good faith effort to resolve BYOD issues but offers no guarantee of service.
- This service does not provide training in the use of applications or software.

Service delivery

- Desktop support will be provided by IT personnel.
- Operating System updates and patches will be managed by Microsoft System Center Configuration Manager.
- Virus protection will be provided by Windows Defender.

Hours of support and maintenance

- Hours of support and maintenance Support will be provided Monday – Thursday 7:30 a.m. to 8:00 p.m. and Friday 8:00 a.m. to 5:00 p.m.
- All maintenance tasks and software upgrades will be scheduled at the Partner’s convenience.

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Performance Metric and Service Commitment

- Underlying IT systems are monitored and managed from the WSU Network Operations Center to target an availability of 24 hours a day, 7 days a week outside of scheduled and emergency maintenance periods.

System Service Availability & Maintenance

- WSU Everett’s IT services are typically available Monday – Thursday 7:30 a.m. to 8:00 p.m. and Friday 8:00 a.m. to 5:00 p.m., taking into consideration scheduled and emergency maintenance times. Maintenance windows are scheduled from 10 p.m. to 6 a.m.

Incident/Problem Management

- When a problem is reported to the WSU Everett IT Help Desk, it is recorded in the IT’s cloud-based instance of Spiceworks (<https://wsueverett.on.spiceworks.com/>), the problem tracking system, regardless of whether the problem is solved immediately. Spiceworks generates a number for the case, and as part of the problem reporting process, the analyst will also assign the case a severity level, indicating its impact on your work.

In support of services outlined in this agreement, WSU Everett IT will respond to service-related incidents and/or requests submitted by the client within the following timeframes during normal business hours to ensure optimal service provision to the client.

Limited after-hours support is available by contacting the WSU Network Operations Center at 509-335-0404.

Severity Level	Situation	Response Times	Target Resolution
Severity 1 – High Very High Business Impact	Major System or Component Failure Malfunction with critical impact on Client’s ability to operate entire business processes & production. No work-around or manual process available. The problem must be resolved immediately	Contact: 15 minutes Work begins: 2 hours	Within 4 hours.
Severity 2 – High High Business Impact	Minor System or Component Failure Malfunction causing impact on Client’s ability to operate significant business processes or production. No workaround or manual process available.	Contact: 1 hour Work begins: 4 hours	Same day.
Severity 3 – Moderate Moderate Business Impact	Component Failure Malfunction not causing impact on Client’s ability to operate significant business processes or production. Work-around or manual processes are available.	Contact: 1 hour Work begins: next business day	Next business day.
Severity 4 – Low Low Business Impact	Component Failure Malfunction not causing virtually any impact on Client’s ability to operate significant business processes or production. Work-around or manual processes are available.	Contact: 1 hour Work begins: 1 week	Within one week.

1 B. Service Provider and Customer Responsibilities

2 Service provider duties and responsibilities

- 3 • IT will maintain and update all hardware and software located in classrooms and
- 4 seminar rooms.
- 5 • IT will maintain appropriately trained staff.
- 6 • IT will schedule AV vendors/technicians to address classroom equipment issues,
- 7 as needed.
- 8 • IT will communicate, in writing, issues regarding service levels, change
- 9 management, and other planned service changes.
- 10 • IT will maintain hardware as requested.

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12 Customer duties and responsibilities

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- 14 • Customer will become familiar with effective uses of classroom technology via
- 15 self-instruction or appointment made with IT.
- 16 • Customer will have a “backup plan” in the event of an unexpected classroom
- 17 technology malfunction.
- 18 • Customer will inform IT at least five days prior if they need any assistance to
- 19 connect to an ad-hoc video-conferenced meeting during a class that is not regularly
- 20 scheduled to be video-conferenced.
- 21 • Customer will be responsible for covering the cost of any replacement parts for
- 22 equipment in this agreement.
- 23 • Customer will coordinate the acquisition and implementation of hardware and
- 24 software with IT.
- 25 • Customer will provide IT employees with physical access to equipment that will
- 26 be serviced.
- 27 • Customer will coordinate with IT to schedule appropriate time to perform
- 28 maintenance tasks on client machines for desktop support.
- 29 • Customer will report problems using the problem reporting procedures detailed in
- 30 in Addendum B including a clear description of the problem and any other problem
- 31 documentation (e.g. error messages, screen captures).
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33 Conference rooms and special facilities made available for occasional non-program-related use
34 will be charged in the same rate as other users of EUC facilities. (See Addendum J). WSU
35 Everett provided EWU offices with a desktop computer (including limited print and file
36 services) with MS Office Suite, one monitor, keyboard, and phone after EWU initially
37 moved into the Facility in 2017. This equipment was installed by WSU Everett and is the
38 property of WSU Everett.

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40 If EWU would like WSU Everett IT staff to provide support and troubleshooting for additional
41 desktop computers/laptops, monitors, keyboards, mobile devices, phones or other IT
42 equipment, purchase of this equipment needs to be approved and coordinated through the
43 WSU Everett IT Manager. This equipment is the property of EWU. WSU Everett reserves
44 the right to refuse support on IT equipment or software not approved by WSU Everett.
45 WSU Everett shall not be liable to EWU for any disruption or failure of the equipment or
46 technology support services.
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1 All non-standard EUC software requested by EWU shall be purchased by EWU. Purchase of
2 non-standard EUC software must be approved by the WSU Everett's ITS manager and will
3 be installed by WSU Everett IT staff on EUC IT equipment.
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5 The primary points of contact for issues related to Technology Support Services are:
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- 7 • WSU Everett: Alistair Boudreaux, ITS Manager, 425-405-1592, or
8 alistair.boudreaux@wsu.edu
- 9 • EWU: Mr. Brad Christ, Associate Vice President of Information Technology, 509-359-2099,
10 bchrist9@ewu.edu or brad.christ@ewu.edu
- 11
- 12 • In the event or any issues that require support EUC Partners should contact WSU
13 Everett IT in the following manner:
 - 14 • Web Form: <https://wsueverett.on.spiceworks.com/portal>
 - 15 • Email: Everett.it@wsu.edu
 - 16 • Phone: 405-125-1555
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ADDENDUM C

HEALTH, SAFETY, AND SECURITY SERVICES

EWU and WSU Everett shall collaborate to provide a safe, healthful and secure academic environment at the WSU Everett and the EUC for the benefit of the students, faculty, and staff at both institutions.

A. Role and Responsibilities: EWU

1. Designate a specific EWU contact person who will coordinate with WSU Everett staff to facilitate compliance with policies and procedures affecting EWU personnel at the EUC.
2. All EWU students, faculty, and staff who are associated with the EWU MSW program and CWTEP located at the EUC, the WSU Everett campus or EvCC 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. EWU shall immediately report to the WSU Everett Chancellor any health, safety, or security incident involving EWU personnel or students that occurs at WSU Everett or the EUC that EWU has actual knowledge of.
4. EWU Director of the Office of Student Rights and Responsibilities and/or EWU University Police will notify WSU Everett's Chancellor in a timely manner regarding any disciplinary action taken that affects EWU faculty, staff, or student's presence at the EUC.

B. Role and Responsibilities: WSU Everett

1. Designate a specific WSU Everett contact person who will coordinate with EWU staff to facilitate compliance with policies and procedures affecting EWU personnel at the EUC.
2. Provide a copy of policies and procedures/handbooks, related to EUC safety, to EWU.
3. Notify the EWU University Police at 509-359-6300 in the event of any emergency or other incident involving or affecting EWU personnel, of which it has actual knowledge.
4. In the case of disorderly or threatening conduct occurring at WSU Everett or the EUC by an EWU student, the WSU Everett Chancellor or designee may require the student to leave the campus immediately. The WSU Everett Chancellor or designee will confer with EWU officials to determine any conditions or further disciplinary action to be imposed prior to the student's return to WSU Everett and the EUC campus.
5. WSU Everett will provide EWU with all criminal statistics for the EUC campus that it possesses for purposes of compiling EWU's annual security report.

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

1. EWU will notify both WSU Everett directly of any student attending at WSU Everett and the EUC on the campus who is an identified level one, two, or three sex offender, of which it has actual knowledge.

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2. EvCC and WSU Everett will notify EWU of any student attending at WSU Everett or the EUC who is an identified level one, two, or three sex offender, of which they have actual knowledge.

D. Primary Points of Contact

The primary points of contact for issues related to Health, Safety, and Security Services are:

WSU Everett: Paul Pitre, Chancellor, 425-405-1716, pep@wsu.edu

EWU: Tim Walters, Director of Public Safety/Chief of Police, 509-359-2777, twalters@ewu.edu

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ADDENDUM D

PROMOTION AND MARKETING

EWU and WSU Everett shall work together to promote the MSW Program offered by EWU at the WSU Everett and the EUC. Agreement by either Party to work in coordination of marketing shall not be construed by either Party as a limitation of the Parties to engage in their own marketing activities separate from the other, but related to the operation of EWU programs at the EUC.

WSU Everett shall not independently market EWU MSW Program without the consent or involvement of EWU. Neither Party shall use the other Party's trademark or logo without written consent from the other Party.

A. Role and Responsibilities: EWU

1. Designate a specific, EWU contact person who will work with WSU Everett's Director of Communications and Public Relations to discuss mutually beneficial marketing opportunities.
2. Coordinate annually marketing plans for the promotion and marketing of the EWU MSW Program in each other's marketing material and efforts.

B. Role and Responsibilities: WSU Everett

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

D. Primary Points of Contact

The primary points of contact for issues related to Promotion and Marketing Services are:

- WSU Everett: Randy Bolerjack, Director of Communications and Public Relations, 425-405-1719, randy.bolerjack@wsu.edu
- EWU: John Neace, Associate Vice Provost of Outreach and Engagement, 509-359-6524, jneace@ewu.edu

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ADDENDUM E

SERVICES FOR STUDENTS WITH DISABILITIES

EWU, through its Office of Disability Support Services (“DSS”), and WSU Everett shall provide qualified students with disabilities an equal opportunity to access classes, workshops, events, and conferences. Equal access to EWU services and programs is in compliance with EWU Reasonable Accommodation Policy and applicable state and federal laws.

A. Role and Responsibilities: EWU DSS

1. Comply with the EWU’s Policy for Providing Reasonable Accommodation for Students with Disabilities and 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, note takers, taped text readers, real-time captioners and Braillists.
3. Directly pay for or arrange for payment for reasonable accommodations for EWU students with disabilities while they are participating in the EWU MSW Program at WSU Everett or the EUC.
4. Designate a specific EWU Disability Services contact person for all EWU DSS correspondence.

B. Role and Responsibilities: WSU Everett

1. Ensure campus facilities and infrastructure made available to EWU qualified students with disabilities are in compliance with applicable state and federal disability laws.
2. Coordinate on-site placement of accessible desks, tables and chairs in designated classrooms for qualified students with disabilities when requested from the EWU staff or an EWU student in a timely manner (4 to 6 weeks prior to the beginning of the quarter). Accessible furnishings are limited to desks, tables, and chairs. Provision of existing EUC desks, tables and chairs for qualified EWU students will be accommodated whenever possible. EWU will be contacted in the event that the needs of EWU exceed the EUC’s existing supply of accessible desks, tables and chairs. WSU Everett will be reimbursed by EWU for the cost of destruction or loss of furnishings or assistive listening equipment by EWU students.
3. Provide, when requested by EWU MSW students with disabilities, referral information for local support services such as public transportation and state and federal social service organizations. WSU Everett will provide referrals, but will not coordinate these services.
4. Provide EWU DSS referral information to any EWU MSW student or employee who requests or inquires about a reasonable accommodation.
5. Designate a specific WSU Everett Disability Services contact person for all EWU DSS correspondence.

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C. Primary Points of Contact

The primary points of contact for issues related to Students with Disabilities Support Services are:

- WSU Everett: Cathy Wright, Program Coordinator Student Services, 425-405-1714, cathy.wright@wsu.edu
- EWU: Heidi Schnebly, Associate Dean of Student Life, 509-359-7924, hschnebly@ewu.edu

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ADDENDUM F
STUDENT SUPPORT SERVICES

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

A. Role and Responsibilities: EWU Office of Student Life

1. EWU students must adhere to EWU's Student Conduct Code and will be subject to disciplinary action through EWU's student conduct code process.
2. EWU students are also subject to EWU's rules, policies, and procedures.

B. Role and Responsibilities: WSU Everett

1. Designate a specific WSU Everett contact person for all EWU student support service correspondence.
2. In emergency situations please call 911. For non-emergency situations, please call Anna McLeod Associate Director of Student Services (Advising), 425-405-1750.
3. Refer students with support issues to the EWU Office of Student Life at (509) 359-2292.

C. Primary Points of Contact

The primary points of contact for issues related to Student Support Services are:

- WSU Everett: Anna McLeod, Associate Director of Student Services (Advising), Washington at Everett, 425-405-1750, anna.mcleod2@wsu.edu
- EWU: Sam Armstrong-Ash, Interim Dean of Students/AVP Student Life, 509-359-7852, sarmstrong@ewu.edu

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ADDENDUM G
LIBRARY SERVICES

EWU students, faculty, and staff have access to library services through EvCC as a community member in support of EWU classes, workshops, events and conferences via EvCC's library Media Center. When borrowing from the EvCC Library Media Center, EWU students, faculty, and staff will be governed by all EvCC Library policies and procedures established for community users (circulation policies, overdue fines, etc.).

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A. Role and Responsibilities: EWU

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1. Provide access to library instruction and reference assistance (on-site and electronic, as applicable) to EWU MSW students.
 2. Provide training and access to students for EWU library resources.
 3. Provide access to Interlibrary loan (ILL) for books, media and services as provided by EWU Libraries ILL. This is direct-to-user loaning, i.e. not involving host site ILL.
 4. Provide databases needed for the MSW program.
 5. Provide access to various forms of electronic reference services.
 6. Provide access to electronic reserves.
 7. Provide assistance in recovering overdue or lost EvCC materials checked out by EWU students.
 9. Develop a procedure for management of physical reserve materials requested for EWU courses.
 10. Designate a specific EWU contact person for all correspondence with EvCC library. Paul Victor, pvictor@ewu.edu (509) 359 7909

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B. Role and Responsibilities: WSU Everett

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The following notes do not indicate a promise on the part of WSU Everett 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.

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WSU Everett or the EvCC Library and Media Services are responsible for providing:

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1. Facilitate, through EvCC, EWU MSW student, faculty, and staff access to on-site collection of library materials.
 2. Facilitate, through EvCC, on-site reference service to EWU students, faculty, and staff when requested.
 3. Facilitate, through EvCC, checkout privileges to EWU students, in accordance with EvCC policies and procedures.
 4. Provide access to study rooms at the Facility (classrooms, meetings and events take precedence over study space).
 5. EvCC will bill EWU community members for any material or equipment that has not been returned after a period of twelve months.
 6. Designate a specific WSU Everett contact person to coordinate with the library for all correspondence with EWU library.

- 1 7. Provide a system for management of EWU-owned print and media reserve
2 materials and limited space for reserved items as identified on a quarterly basis
3 by library staff.
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5 **Primary Points of Contact**
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7 The primary points of contact for issues related to Library Support Services are:
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- 9 • WSU Everett: Cathy Wright, Program Coordinator, WSU Everett Student Services,
10 Washington State University Everett, 425-405-1714, cathy.wright@wsu.edu
11 • EWU: Paul Victor, Coordinator of Reference Services, Off-Campus and E-Learning
12 Library Services, 509-359-7909, pvictor@ewu.edu
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1 **ADDENDUM I**
2 **EVERETT UNIVERSITY CENTER ROOM SCHEDULING POLICY**
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4 See https://Everett.wsu.edu/faculty_staff-resources/ for a copy of the Everett University Center room
5 scheduling policy
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7 The primary points of contact for issues related room scheduling are:

- 8 • WSU Everett: Cathy Wright, Program Coordinator, WSU Everett Student Services, 425-405-1714,
9 cathy.wright@wsu.edu
- 10 • EWU: Amanda Reedy, Everett MSW Director, 509-359-6486, areedy@ewu.edu

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**ADDENDUM J
RATES FOR ADDITIONAL SERVICES**

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A. The Parties agree to the below rates of reimbursement for services in support of EWU programs. In the event that EWU incurs charges other than those described below or provided herein, WSU Everett will bill for any additional services used below quarterly on August 1, November 1, Feb 15 and May 1 of each year. WSU Everett will invoice EWU in a timely manner. Payment made sixty (60) or more days late, shall be subject to a one percent (1%) additional fee. Payments made 150 days or more past the due date shall be subject to a collection fee of twenty five percent (25%) of any monies due, which fee shall be payable by EWU.

<p>1. Classrooms, conference rooms, meeting rooms/conference rooms/event spaces or other special spaces for non-degree programs or rentals not specified in this Agreement:</p>	<p>Charged at the rate of:</p> <p>Small-Medium Classroom (up to 30 people): Standard Rate: \$145 (4 hours), \$230 (8 hours), \$45 each additional hour Non-Profit/EUC Partner* Rate: \$102 (4 hours), \$161 (8 hours), \$32 each additional hour</p> <p>Large Classroom (up to 70 people): \$185 (4 hours), \$350 (8 hours), \$55 each additional hour Non-Profit/EUC Partner* Rate: \$130 (4 hours), \$245 (8 hours), \$39 each additional hour</p> <p>Computer Lab (34-48 people): \$495 (4 hours), \$645 (8 hours), \$125 each additional hour Non-Profit/EUC Partner* Rate: \$347 (4 hours), \$452 (8 hours), \$88 each additional hour</p> <p>Auditorium (up to 120 people): \$330 (4 hours), \$510 (8 hours), \$115 per hour Non-Profit/EUC Partner* Rate: \$250 (4 hours), \$360 (8 hours), \$57 each additional hour</p> <p>WSU Everett rents at a 4 hour minimum and an hourly rate thereafter. Any weekend event may need to have a security officer on duty (additional rates will apply). Technician on duty during event may have additional charges.</p> <p>*EUC Partners are partners who have contracted degree programs offered at the EUC.</p>
<p>2. Videoconferencing services (IVC) for non-programmatic use</p>	<p>IVC use for classes and meetings other than IVC-based programs will be charged at the following rates: \$40 per hour, 2 hour minimum, for use of large IVC rooms; \$30 per hour, 2 hour minimum for use of medium IVC rooms. \$25 per hour, 2 hour minimum for use of small IVC rooms or portable IVC units. Note: routine audio-visual support (known as a “teaching station”) in the classroom provided at no cost.</p>

3. Videoconferencing services (IVC) after hours and weekends.	Charges for after hours and weekend videoconferencing will be \$60 per hour, 2 hr. minimum, for use of large IVC rooms, \$45 per hour, 2 hour minimum for use of medium IVC rooms and \$40 per hour, 2 hour minimum for use of small IVC rooms
4. Non-standard ECU software needed for programs, and classes charged to the partners	Will be charged at cost plus an 8 % administrative fee.
5. Classroom Technology Services/Desktop Support Services labor rate	Services not provided in Tech Support Services (Addendum B) \$81/hour
6. Lab Fees	If EWU classes are scheduled in a science lab in which supplies and equipment will be used, purchase of supplies and equipment must be coordinated with WSU Everett and will charged to EWU. Purchases made by WSU Everett will be charged at cost plus 8%.
7. Haz Mat/Chemical Use/Disposal Costs	If EWU has need for Haz Mat or Chemical Disposal, disposal must be coordinated with the designated WSU Everett Safety Coordinator. Disposal must be arranged in advance and will be charged to EWU. Fee will be charged at cost plus an 8% administrative fee.
8. Custodial or maintenance after normal business hours	Custodial and maintenance coverage for items over and above the services listed above will be billed at a reimbursement rate of \$35 per hour. Overtime or call backs after normal coverage hours and for weekends will be billed at a reimbursement rate of \$50 per hour. A minimum of three hours will be charged for callbacks. If callbacks are necessary during a holiday, a reimbursement rate will be charged double time rates, or \$70 per hour.
9. Printing and copying services	WSU Everett will provide EUC students proxy cards for use on multi-functional machines; replacement fee is \$15. They will be provided at the same cost for all EUC partners. Current costs per print: B&W: 5 cents (one-sided) B &W: 9 cents (double-sided) Color: 12 cents (one-sided) Color: 18 cents (double-sided) Costs are subject to change.
10. Additional Repairs	Repair work for damages beyond normal wear and tear that can be attributable to EWU shall be billed at cost plus an 8% administrative fee.

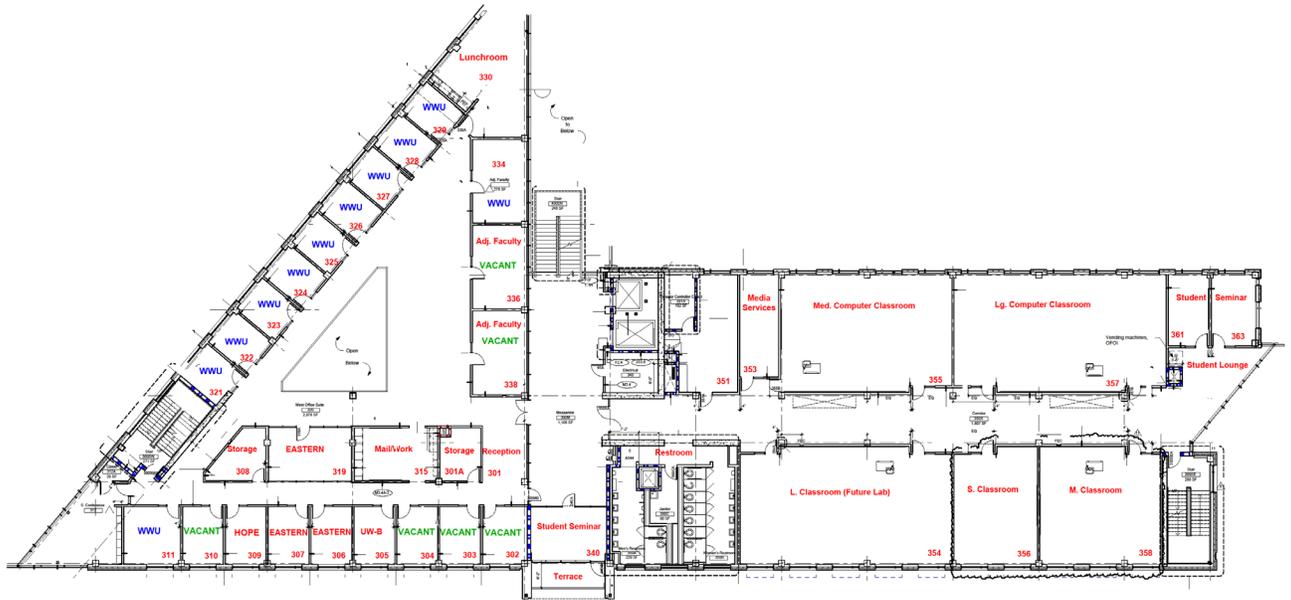
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2 B. Additional services not list above, will be billed at cost plus eight percent (8%). These services will be
3 billed quarterly on August 1, November 1, Feb 15 and May 1 of each year.
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5 The primary points of contact for issues related to Financial Support Services are:
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7 WSU Everett: Erin Armstrong, Fiscal Analyst, 425-405-1718, erin.armstrong@wsu.edu
8 EWU: William Shaw, Manager, Senior Budget Officer of Academic Affairs, 509-359-2434,
9 bshaw@ewu.edu

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ADDENDUM K
OFFICE SPACE LAYOUT – EVERETT UNIVERSITY CENTER PARTNERS
(3RD FLOOR, 915 NORTH BROADWAY, EVERETT, WA 98201)



3rd Floor