

**INTERAGENCY AGREEMENT BETWEEN  
WASHINGTON STATE UNIVERSITY AND  
EVERETT COMMUNITY COLLEGE**

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This Agreement (the "Agreement") is entered into by and between Washington State University, hereinafter referred to as "WSU", and Everett Community College, hereinafter referred to as "EvCC", pursuant to the authority granted by Chapter 39.34 RCW. WSU and EvCC are both institutions of higher education and agencies of the state of Washington.

The purposes of this Agreement are to:

- 1) Define the terms for WSU's use of EvCC facilities and resources between December 9, 2011, and June 30, 2012, in preparing for the provision of the WSU Mechanical Engineering instructional program scheduled to begin in the academic year 2012-13; and
- 2) Define the terms for WSU's use of EvCC facilities and resources in providing the necessary personnel, equipment, material and/or services for office activities and onsite delivery of the program specified herein. WSU agrees to provide instruction in each of the academic years of 2012-13 and 2013-14 in the facilities of EvCC, in the following program: **Bachelor of Science in Mechanical Engineering** (hereinafter the "Program").

**SECTION I: CONTACT AND OPERATIONS MANAGEMENT**

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Both parties recognize the importance of consistent coordination in managing the inter- institutional relationship formed by this Agreement. Operations and services provided for this Program will be administered through WSU systems. To that end, the parties agree specifically to the following:

Point of Contact:

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

The Point of Contact persons shall be:

- For EvCC: Christine Kerlin, Vice President, Everett Community College
- For WSU: Larry James, Associate Executive Vice President, Washington State University

Additional contacts will be developed by EvCC and WSU to support communication. The point of contact may be changed at any time by written notice to the other party.

## SECTION II: TERMS

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### A) Duration of Agreement

- 1) The period of performance of this Agreement will be December 9, 2011, through June 30, 2014.
- 2) This Agreement is renewable upon like terms of two (2) years each upon the mutual written agreement of both parties.
- 3) Both institutions agree that if the Agreement is terminated pursuant to section II.G herein, provisions will be made for students in the Program at the time of termination to complete the program in a reasonable time period.

### B) Program and Services

#### 1) Program Development Phase

- a) During the period of December 9, 2011, through June 30, 2012, for the purpose of preparing for the implementation of the Mechanical Engineering Bachelor of Science degree program offered by WSU, EvCC will provide, subject to the reimbursement rates set forth in Section II, C, and in Addendum I attached hereto and incorporated herein, office and meeting room space and related support services for the staff and faculty of WSU.
- b) EvCC will provide, subject to the reimbursement rates set forth in Section II, C, and in Addendum I attached hereto and incorporated herein, the following to WSU students, staff and faculty:
  - (i) Meeting space in a conventional or interactive video-conference (IVC) room related to planning for the instructional Program on a pre-scheduled basis for the duration of this Agreement. For the purposes of this Agreement, scheduling of an IVC room is estimated not to exceed eight hours for the duration of this Agreement.
  - (ii) One furnished private office for a clinical faculty member employed by WSU, from March 1, 2012, through June 30, 2012.
  - (iii) Space in a furnished shared office for a part-time office assistant employed by WSU, from March 1, 2012, through June 30, 2012.
  - (iv) Access to reception services, workroom, kitchen, and desk-top support for the duration of this Agreement.
  - (v) Inclusion in standard marketing materials for the duration of this Agreement, subject to the provisions of Addendum C.

#### 2) Implementation and Instruction Phase

- a) During the period of July 1, 2012, through June 30, 2014, WSU will provide instruction for students enrolled in the Bachelor of Science in Mechanical Engineering Program at the facilities of EvCC. Students will register for all WSU classes through WSU's Distance Degree Programs (DDP/WSU Online), must meet all WSU admission requirements, and will receive a WSU degree upon completion of degree requirements.
- b) EvCC will provide, subject to the reimbursement rates set forth in Section II, C, and in Addendum I attached hereto and incorporated herein, the following to WSU students, staff and faculty:
  - (i) Conventional classroom space, daytime hours, ranging from 6-12 hours per week, at pre-scheduled times. (Note: estimated 6 hours per week for 2012-13, and 12 hours per week for 2013-14.)
  - (ii) Interactive video-conferencing classroom space, daytime hours, ranging from 11-17 hours per week, at pre-scheduled times. (Note: estimated 11 hours per week for 2012-13, and 17 hours per week for 2013-14. This includes time spent in inter-site testing and planning.)
  - (iii) One furnished private office for a clinical faculty member employed by WSU.
  - (iv) Space in a furnished shared office for a part-time office assistant employed by WSU.
  - (v) Access to adjunct faculty/staff desktop workspaces on a pre-assigned basis.

(vi) Services as outlined in this Agreement and attached Addenda A through I.

C) Payment

- 1) The students enrolled in the Program will pay to WSU tuition for their enrollment in the Program. Such tuition shall be charged at the standard rates for WSU tuition.
- 2) Compensation will be paid by WSU to EvCC for use of classroom and office space, and support services.
- 3) The parties have determined that the value of the services and other items to be provided by EvCC to WSU under this Agreement is as follows:
  - a) December 9, 2011 through June 30, 2012: \$5790
  - b) Academic Year 2012-13: \$23,960.
  - c) Academic Year 2013-14: \$34,300.
- 4) Effective December 9, 2011 payment shall be made by WSU to EvCC after receipt of invoice by WSU from EvCC as follows:
  - a) \$5,790 payable by February 15, 2012
  - b) \$11,980 payable by November 15, 2012
  - c) \$11,980 payable by February 15, 2013
  - d) \$17,150 payable by November 15, 2013
  - e) \$17,150 payable by February 15, 2014
- 5) Additional charges made for any other EvCC services as may be used by WSU are specified in sections of this Agreement and are summarized in Addendum I.

D) Invoices shall be sent to WSU at:

Gayle Landeen, Administrative Manager  
School of Mechanical and Materials Engineering  
Washington State University  
PO BOX 642920  
Pullman, WA 99164-2920  
(509) 335-8655      landeen@mme.wsu.edu

E) Payments shall be mailed to EvCC at:

Kathy Baringer, Executive Assistant  
Everett Community College  
2000 Tower Street  
Everett WA 98201  
425-259-8901      kathy.baringer@uceverett.org

F) Reporting Requirements:

- 1) WSU shall report to EvCC WSU's student, faculty and staff data as set forth in Addendum A attached hereto and incorporated herein.

G) Termination

- 1) Rights of termination shall be:
  - a) Mutual termination under this provision may be immediate or on a date certain if the parties agree. Nothing in this Agreement shall be construed to prohibit the parties from signing a new and superseding agreement, as changed conditions shall warrant.
  - b) Either party may terminate this Agreement for cause. "For cause" shall mean the material default of either party in fulfilling any term or condition of this Agreement. Written notice of the default shall be provided by the non-defaulting party, after receipt of which, the defaulting party shall have thirty (30)

days to cure such default. If the default is not cured, the non-defaulting party may thereafter elect to terminate this Agreement upon written notice to the defaulting party, such termination to be effective on the date of such written notice. In the event of such termination, the parties shall make provisions for any students then enrolled in the Program to complete the Program within a reasonable amount of time and in a reasonable manner, which manner may include completion at a facility other than those on the EvCC campus, at the sole discretion of WSU.

- c) WSU may terminate this Agreement for any reason upon not less than thirty (30) days prior written notice to EvCC, and except as otherwise provided herein WSU shall be liable only for obligations incurred up to the date of such termination.

#### H) Records Maintenance

- 1) The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law.
- 2) All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration (or the applicable retention period, whichever is greater) 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. The parties to this Agreement understand and acknowledge that this Agreement and documents created in connection herewith are subject to the Public Records Act, RCW 42.56 et seq.
- 3) Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. Unless otherwise required by law, the receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and providing a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.
- 4) Both parties agree to comply with all applicable statutes and regulations governing non-disclosure of confidential data, including, but not limited to, the requirements of FERPA (12 U.S.C. 1232g and implementing regulations).

### SECTION III: ADMINISTRATIVE SUPPORT

- A) EvCC agrees to provide administrative support as follows related to the time periods and functions described in Sections I and II:
  - 1) Assigned office space in a private office and in a shared office for the purpose of faculty and staff work and student meetings. Each office space provides a desktop computer networked to a shared printer, phone, locking file cabinet, desk, chairs and open shelves.
  - 2) Use of EvCC staff and faculty lounges by WSU staff/faculty offered at the same level as that enjoyed by EvCC staff and faculty.
  - 3) Conference rooms and special facilities made available for occasional degree program-related use in the same manner as other EvCC programs. WSU will not be charged a rental fee, but may be charged for the cost of custodial, security or other services incurred over and above the cost of such services to be provided by EvCC pursuant to Section V(A)(1) below, provided the charge is applied in the same method as any other EvCC program. Non-program-related use will be charged in the same way as other users of EvCC facilities.
  - 4) Utilities including heat, lights and custodial services provided at the same level and frequency as other EvCC offices and classrooms. WSU offices will comply, operational needs permitting, with EvCC's Energy Conservation policies.

- 5) Printing, graphics and copy-duplicating services provided on the same basis and cost as for EvCC offices. See Addendum I.
- 6) Mail Services (outgoing and incoming) provided at the same level of service as for EvCC staff. If used, WSU will reimburse EvCC for postage at cost. See Addendum I.
- 7) Parking services for WSU faculty, staff, students and visitors provided at the same level and rates as those of EvCC personnel. Persons utilizing these services will be individually responsible for fees associated with this use. WSU personnel shall be eligible for participation in EvCC's Commute Trip Reduction-type programs and for any benefits to be derived therefrom.
- 8) All WSU students, faculty and staff who are associated with WSU programs located on the Everett Community College campus are required to adhere to the Parking and Security Policies of both institutions. In cases where a conflict between such policies may arise, the policy of the local institution shall prevail. Health, Safety and Security provisions are further outlined in Addendum B.
- 9) Use of EvCC's cafeteria/food services/catering by WSU staff, faculty, students and visitors offered at the same level and rates as those enjoyed by EvCC's personnel. Persons utilizing these services will be individually responsible for fees associated with this use.
- 10) Technology support services related to connections to the EvCC network, desktop support, and classroom teaching stations. See Addendum G.
- 11) Program promotion as described in Addendum C.

#### SECTION IV: STUDENT SUPPORT

- A) At the commencement of the instructional Program in July 2012, EvCC agrees to collaborate with WSU to provide support services for WSU's students as follows:
  - 1) EvCC student accounts for the purposes of wireless internet access and access to computer labs, parking services, library services, etc.
  - 2) WSU students accorded access to lounges, study areas, and other student-oriented facilities in the same manner as EvCC students.
  - 3) Bookstore services provided, if requested, to include sale of textbooks and other materials required in support of WSU degree programs. In addition, the sale of other items may be negotiated between the bookstore managers of WSU and EvCC.
  - 4) Disabled Student Services as described in Addendum D.
  - 5) Student Support Services as described in Addendum E.
  - 6) Library Services as described in Addendum F.

#### SECTION V: FACILITIES

- A) EvCC shall be responsible for all building facility expenses, including real estate taxes, all property assessments, water, sewer, and garbage collection, together with all utilities and services as normally required in the operation of an office building and including, but not limited to, adequate heat, light, electricity, air-conditioning, restroom facilities, and janitor service.
  - 1) Building Maintenance:
    - a) EvCC maintenance obligations for space utilized by WSU shall include: mechanical; electrical; interior lighting; door locks and keys; plumbing; heating, ventilating and air conditioning systems; floor coverings; window coverings; inside and outside walls (including windows); all structural portions of the building (including roof and the watertight integrity of same); porches; stairways; elevator; sidewalks;

exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building, energy codes and requirements to provide an architecturally barrier-free premises for people with disabilities, etc).

- b) EvCC shall provide building security to their established level of security services for the rest of the campus as defined in the EvCC Policies and Procedures manual.
- c) EvCC shall maintain the premises in good repair and tenantable conditions during the continuance of this Agreement, except in case of damage arising from the negligence of WSU's agents or employees. For the purpose of maintaining the premises, EvCC reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building.
- d) Requests for changes or improvements in facilities, equipment, or furniture will be mutually discussed and must receive the approval of the EvCC Vice President for Administrative Services before any implementation.

B) Reimbursement for Damage to Premises:

- 1) WSU hereby agrees to reimburse EvCC for damages to premises caused by the negligent acts or omissions of WSU employees and agents, but in no event shall this paragraph be construed as diminishing EvCC's duty to make repairs as set forth in preceding paragraphs of this Agreement, or as making WSU responsible for the repair of normal wear and tear.

SECTION VI: MISCELLANEOUS

A) Hold Harmless:

- 1) Each party is an institution of higher education of the State of Washington and insured under the State 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:

- 1) In the event any facility used by WSU in providing the services of accomplishing the tasks described in this Agreement are partially or totally destroyed or injured by fire, earthquake or other casualty so as to render the facility unfit for full use and occupancy, EvCC shall restore said facility to its former condition or relocate staff and services of WSU to equivalent space. If EvCC fails to meet its obligation in this regard, then WSU may terminate this Agreement for cause as outlined in Section II-G. Within the parameters of that termination procedure, EvCC and WSU agree to work together to find a reasonable solution that will allow the academic Program to continue in the event of such disaster or casualty.

C) No Guarantees:

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

D) Governance:

- 1) This Agreement is entered into, pursuant to, and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.
- 2) 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:
  - a) Applicable state and federal statutes and rules;

- b) Terms and Conditions as contained in this basic Agreement instrument;
- c) Any other provision, term or material incorporated herein by reference or otherwise incorporated.

E) Assignment

- 1) The work to be provided under this Agreement, and any claim arising there under, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party.

F) Waiver:

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

G) Health, Safety and Security:

- 1) EvCC shall include WSU in all EvCC emergency action planning, training and drills. EvCC shall immediately notify WSU in the event of any emergency or other incident involving or affecting in any manner WSU personnel and students

H) Non-Discrimination and Compliance with Law:

- 1) Each party certifies that it will not discriminate in the performance of this Agreement on the basis of race, color, creed, national origin, religion, gender, sexual orientation (to include perceived gender identity), honorably discharged veteran or military status, physical, mental or sensory disability, or use of a trained dog guide or other service animal, 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. Each party further agrees that it will comply with all applicable federal, state and local laws, rules and regulations in all activities engaged in pursuant to this Agreement.

I) Time:

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

J) Inability to Perform:

- 1) Notwithstanding any other provision hereof, in the event that either party is delayed in or unable to perform any act required under this Agreement and such delay or inability is due to causes beyond the reasonable control of the party so delayed or rendered unable to perform, including but not limited to events such as strike, riots, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God, the performance of such act shall be excused for the period of delay and the time period for performance shall be extended by the same number of days in the period of delay.

K) Captions:

- 1) 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:

- 1) 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:

- 1) This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

N) Dispute Resolution:

- 1) In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. The parties shall equally share the costs, if any, for the services of the Dispute Board.

O) Agreement Changes, Modifications and Amendments:


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

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHINGTON STATE UNIVERSITY

EVERETT COMMUNITY COLLEGE

 12/6/11  
\_\_\_\_\_  
Elson S. Floyd, President  
Washington State University

 12/19/11  
\_\_\_\_\_  
David N. Beyer, President  
Everett Community College

Approved as to form

Approved as to form

 12-2-11  
\_\_\_\_\_  
Assistant Attorney General

\_\_\_\_\_  
Assistant Attorney General



ADDENDUM A  
DATA ELEMENTS FOR ENROLLMENT REPORTS

- A) For the purpose of enabling WSU students enrolled in the instructional Program identified in this Agreement to have access to computer, library, and parking services through EvCC, WSU will report to EvCC a preliminary list containing the following data no later than five days before each semester, or earlier, and shall provide a final list of such data no later than 10 days after classes begin:
- 1) Student name
  - 2) Student address
  - 3) Student date of birth
- B) For the purpose of enabling WSU staff and faculty assigned to the program identified in this agreement to have access to computer, library and parking services through EvCC, WSU will report to EvCC the following data no later than five days before each semester, or earlier:
- 1) Faculty/staff name
  - 2) Faculty/staff address
  - 3) Faculty/staff date of birth
- C) Both institutions agree to comply with the regulations of the Family Education Rights and Privacy Act to protect student record confidentiality.

## ADDENDUM B

### HEALTH, SAFETY, AND SECURITY SERVICES

- A) WSU and EvCC shall work together to provide a safe, healthy and secure academic environment at EvCC for the benefit of the students, faculty, and staff of both institutions, with specific roles and responsibilities as follows:
- B) Roles and Responsibilities: WSU
- 1) Designate a specific WSU contact person who will coordinate with EvCC staff to facilitate compliance with policies and procedures affecting WSU faculty, staff and students at EvCC.
  - 2) All WSU students, faculty and staff who are associated with the WSU degree Program located on the EvCC campus are required to adhere to the Health, Safety, and Security Policies of both institutions. In cases where a conflict between policies may arise, the policy and procedures of local institution shall prevail.
  - 3) WSU shall promptly report to EvCC's contact person or Security Department any health, safety or security incident involving WSU faculty, staff or students that occurs at EvCC of which the contact person at WSU has actual knowledge.
  - 4) To the extent consistent with student privacy laws and regulations, WSU contact person will notify EvCC's contact person, chief judicial officer and/or Security director in a timely manner regarding any action that affects a WSU student's presence on the EvCC campus.
- C) Roles and Responsibilities: EvCC
- 1) Hold primary responsibility for the health, safety and security of that campus, consistent with EvCC's ownership and control of the EvCC campus.
  - 2) Designate a specific EvCC contact person who will coordinate with WSU staff to facilitate compliance with policies and procedures affecting WSU faculty, staff and students at EvCC.
  - 3) Include local WSU personnel in all EvCC emergency action planning, training and drills.
  - 4) Promptly notify the WSU contact person and the Office of Public Safety, at (509) 335-8548 in the event of any emergency or other incident involving or affecting WSU faculty, staff or students at EvCC. Note: After 5pm, that phone number goes to Pullman-area 911.
  - 5) Use the local emergency response infrastructure for first response when there is a health, safety or security emergency on the EvCC campus.
  - 6) In the case of disorderly or threatening conduct on the EvCC campus by a WSU student, the chief judicial officer of EvCC may require the student to leave the campus immediately. To the extent consistent with student privacy laws and regulations, the EvCC contact person or chief judicial officer will confer with the WSU contact person to determine any conditions or further disciplinary action to be imposed prior to the student's return to the EvCC campus.
- D) Roles and responsibilities related to Registered Sex Offenders: Both Parties
- 1) To the extent consistent with applicable law, the WSU contact person will notify the EvCC contact person if the WSU contact person has knowledge of a level three sex offender present on the EvCC campus. EvCC policy is to notify all campus personnel of the enrollment of a level three sex offender at EvCC. This notification extends to WSU personnel located on the EvCC campus.

ADDENDUM C  
PROMOTION AND MARKETING

- A) WSU and EvCC will arrange for and collaborate in the provision of Promotion and Marketing services associated with the Program.
- B) WSU and EvCC shall work together to promote the Program offered by WSU at EvCC.
- C) Roles and Responsibilities: WSU
  - 1) Designate a specific WSU contact person who will coordinate with EvCC staff to facilitate signage, joint marketing and/or promotion efforts (in all forms of media including web sites) between the two institutions.
- D) Roles and Responsibilities: EvCC
  - 1) Designate a specific EvCC contact person who will coordinate with WSU staff to facilitate signage, joint marketing and/or promotion efforts (in all forms of media including web sites) between the two institutions.
  - 2) Distribution of WSU marketing and promotion information as agreed between the parties.
- E) It is mutually agreed that neither party shall use the trademarks and/or logos of the other party pursuant to this Agreement without the other party's prior review and written consent regarding each proposed use.

## ADDENDUM D

### SERVICES FOR STUDENTS WITH DISABILITIES

- A) WSU and EvCC will arrange for and collaborate in the provision of reasonable accommodation services to qualified students with disabilities enrolled in WSU services and programs utilizing the facilities, grounds, infrastructure and services of EvCC.
- B) In accordance with the Agreement, the WSU Access Center (Access Center) and EvCC shall provide qualified students with disabilities an equal opportunity to access classes, workshops, events and conferences. Equal access to WSU services and programs is in compliance with WSU Reasonable Accommodation Policy and applicable state and federal laws.
- C) Roles and Responsibilities: WSU Access Center will:
- 1) Provide reasonable accommodation for students with disabilities, applicable procedures and definitions.
  - 2) This includes, but is not limited to, the determination of "qualified student with a disability" and "reasonable accommodation."
  - 3) Provide and coordinate personnel or contractual based services which include but are not limited to sign language interpreters, notetakers, taped text readers, real-time captioners and Braillists.
  - 4) Directly pay for or arrange for payment for reasonable accommodations for WSU students with disabilities while they are participating in the WSU Program in EvCC facilities.
  - 5) Designate a specific WSU Disability Resource Center contact person for all WSU Disability Resource Center correspondence.
- D) Roles and Responsibilities: EvCC will
- 1) Ensure campus facilities, infrastructure, communications and services made available to WSU qualified students with disabilities are in compliance with applicable state and federal disability laws.
  - 2) Coordinate on-site placement of accessible furnishings in WSU designated facilities for qualified students with disabilities when requested from the WSU Disability Resource Center staff or a WSU student in a timely manner (3 to 4 weeks prior to the beginning of the quarter). Accessible furnishings include but are not limited to desks, tables, chairs, staging areas, lecterns, laboratory equipment and assistive listening equipment.
  - 3) Provision of existing EvCC accessible furnishings for qualified WSU students will be accommodated whenever possible according to the specifications described by WSU. WSU will be contacted in the event that the needs of WSU students exceed EvCC's existing supply of accessible furnishings that meet those specifications, including assistive listening devices. EvCC students will have priority use of EvCC accessible furnishings. WSU will be responsible for funding and/or supplying any additional accessible furnishing, and such property will be identified as WSU property and be returned to WSU after use. EvCC will coordinate on-site placement. EvCC will be reimbursed by the student for the cost of destruction or loss of EvCC furnishings or assistive listening equipment damaged or lost by WSU students.
  - 4) Provide, when requested by WSU qualified students with disabilities, referral information for local support services such as public transportation, durable medical equipment repairs, community mental health care services and state and federal social service organizations.
  - 5) Provide WSU Disability Resource Center referral information to members of the WSU staff upon request.
  - 6) Designate a specific EvCC Disability Services contact person for all WSU DRC correspondence.

## ADDENDUM E

### STUDENT SUPPORT SERVICES

- A) WSU and EvCC will arrange for and collaborate in the provision of support services to WSU students enrolled in WSU services and programs utilizing the facilities, grounds, infrastructure and services of EvCC.
- B) WSU and EvCC shall provide students with services in support of WSU classes, workshops, events and conferences.
- C) Roles and Responsibilities: WSU
  - 1) All WSU students are responsible to adhere to the WSU Student Conduct Code. Contact: Office of Student Standards and Accountability.
  - 2) WSU students will direct complaints and concerns regarding their academic experience to appropriate WSU staff. Contact: WSU Mechanical Engineering Program Coordinator at EvCC.
  - 3) WSU students who need to withdraw from a class, the semester, or the University for any reason, will do so in accordance with WSU policies and procedures. Contact: WSU Registrar's Office.
  - 4) WSU is responsible for providing appropriate student services to WSU enrolled students on the EvCC campus.
- D) Roles and Responsibilities: EvCC
  - 1) Designate a specific EvCC contact person for all WSU student support service correspondence.
  - 2) In emergency situations, where time is of the essence and if EvCC staff is available, provide initial support for WSU students.
  - 3) Refer students with support issues. Contact: Mechanical Engineering Program coordinator at EvCC.

## ADDENDUM F

### LIBRARY SERVICES

- A) WSU and EvCC will arrange for and collaborate in the provision of library services to students enrolled in the WSU Program utilizing the facilities, grounds, infrastructure and services of EvCC.
- B) WSU and EvCC shall provide students with library services in support of WSU classes, workshops, events and conferences.
- C) Roles and Responsibilities: WSU
  - 1) Library instruction and reference assistance (on-site and electronic, as applicable) to WSU students
  - 2) Interlibrary loan (ILL) for books, media and articles as provided by WSU Libraries. This is direct-to-user loaning, i.e. not involving host site ILL.
  - 3) Databases needed for the Program.
  - 4) Various forms of electronic reference services.
  - 5) Electronic reserves.
  - 6) Assistance in recovering overdue or lost EvCC materials checked out by WSU Mechanical Engineering students including holding student grades and transcripts until resolved. Compensation to EvCC for cost of any materials loaned to WSU students and not returned after a period of twelve months.
  - 7) Develop a procedure for management of physical reserve materials requested for WSU courses.
  - 8) Designate a specific WSU contact person for all correspondence with EvCC library.
- D) Roles and Responsibilities: EvCC
  - 1) EvCC makes no representation that EvCC's Library and Media Services will provide standards of service or a scope of service that adequately and fully address the needs of students and faculty engaged in upper division or graduate level programs.
  - 2) WSU student, faculty, and staff access to on-site collection of library materials and walk-in access to databases as permissible in accordance with license agreements.
  - 3) On-site reference service to WSU students, when requested.
  - 4) Checkout privileges to WSU students, in accordance with EvCC policies and procedures.
  - 5) Rental of math calculators, in consideration of priority use by EvCC students, at the same rate charged to EvCC students.
  - 6) Space for on-site instruction when provided by WSU library staff.
  - 7) Annual billing to WSU for any materials or equipment that have not been returned after a period of twelve months.
  - 8) Designate a specific EvCC contact person in the library for all correspondence with WSU library.
  - 9) Loan instructional technology equipment available to all students within the EvCC library.
  - 10) Provide a system for management of WSU owned print and media reserve materials and limited space for reserved items as identified on a quarterly basis by library staff.

## ADDENDUM G

### TECHNOLOGY SUPPORT SERVICES

- A) WSU and EvCC will arrange for and collaborate in the provision of technology services to students, faculty and staff associated with WSU services and programs utilizing the facilities, grounds, infrastructure and services of Everett Community College.
- B) INFORMATION TECHNOLOGY
- 1) WSU and EvCC shall provide students, faculty and staff with information technology services in support of WSU classes, workshops, events and conferences.
    - a) Roles and Responsibilities: WSU Information Technology Services (ITS) and Academic Media Services (AMS)
      - I. Student Support
        - i. Provide services, as agreed to internally at WSU, considered essential to WSU student enrollment when those services are not available at EvCC.
        - ii. Provide internet access to web-based email services for WSU faculty, staff and students from the WSU main campus.
      - II. Faculty/Staff Support
        - i. Provide services considered essential to WSU faculty and staff when those services are not available at the local community college campus. Designate a single point of contact within WSU ITS and AMS to coordinate services with EvCC for technical support at EvCC including the purchase and repair of on-site WSU equipment, if any.
        - ii. Provide technical assistance from WSU AMS to EvCC to assure video and IP connectivity between EvCC and WSU, if needed.
    - b) Roles and Responsibilities: EvCC Technology Services
      - I. Student Support
        - i. Provide student information technology support services normally provided to EvCC students including: on-site, website-based or call-in Help Desk support for EvCC network and equipment issues.
        - ii. Provide technical assistance in the use of EvCC campus-based computing, network, and media equipment.
        - iii. Provide access to any "open student" computer labs and other computer or network resources commonly available to students, including access to the internet.
        - iv. Provide file storage, printing, and other computing resources available to EvCC students in the Open Labs on the EvCC campus.
      - II. Faculty/Staff Support
        - i. Provide the same services received by EvCC faculty and staff including: general desktop workstation support, Internet and local network access, file storage and backup, classroom support, and other services as negotiated. **NOTE:** Requests by WSU for installation of special software on any desktops at EvCC or on any computers intended for student use require advance notification of at least four months and may be subject to approval based on licensing and/or compatibility issues.
        - ii. Designate a specific EvCC contact person for all WSU technology correspondence.
        - iii. Interactive TV and videoconferencing services, including technical support staff, will be provided upon advance scheduling.

- iv. Communicate in a timely and collaborative way with WSU AMS to assure video and IP connectivity between EvCC and WSU, if needed.

C) CONSIDERATION

- 1) Regular Faculty/Staff IT support will be provided by EvCC at no charge. Any special installations of software and/or any use of special cost distance technology services will be charged at a pre-approved rate.
- 2) If a WSU class is scheduled for a full term in an EvCC main campus computer lab, WSU will be charged the same lab fee rate as charged to EvCC students.
- 3) Class lab fees are normally paid by the EvCC student at the same time as class registration; in lieu of student payment the lab fees will be billed to WSU on a semester basis.



## ADDENDUM H

### USE OF SCIENCE LABS ON EVCC CAMPUS

- A) WSU and EvCC will arrange for and collaborate in the use of science labs on the EvCC campus related to the provision of the WSU Mechanical Engineering degree Program.
- B) EvCC and WSU will collaborate to provide science lab space on the EvCC campus, if appropriate and if available, for a reasonable fee.
- C) Responsibilities of WSU:
  - 1) WSU will provide advance notice to the EvCC contact person, identified in Section I of the Agreement, of its interest in using one or more science classrooms on the EvCC campus. NOTE: Planning at least five months in advance is highly recommended.
  - 2) If appropriate space is available, WSU will assure that students have supervisory personnel who perform safety training and who are present during student use of the facilities. WSU is responsible for wages for such personnel.
  - 3) WSU is responsible for damage to lab equipment caused by the acts or omissions of WSU that exceeds normal wear and tear.
- D) Responsibilities of EvCC:
  - 1) EvCC is responsible for responding in a timely manner to requests by WSU for science lab scheduling.
  - 2) EvCC is responsible for facilitating appropriate safety and use training, as mentioned in (C) above.
  - 3) EvCC is responsible for setting a fee structure and communicating that fee structure at the time a classroom reservation is made. The general outlines of the fee structure are as follows:
  - 4) Use of facilities will vary based on the number of students, the type of use, the type of equipment, and the frequency of use.
  - 5) When facilities are scheduled, the fees will be identified prior to use and mutually agreed upon with written documentation.
  - 6) EvCC will bill WSU for the identified fee, payable within thirty (30) days of receipt of invoice.
  - 7) One time use of a laboratory classroom or workshop with specialized equipment will result in a charge ranging from \$20-40.
  - 8) Scheduled repetitive use of a laboratory classroom with specialized equipment will result in a charge ranging from \$15 per student to \$25 per student for the term of use.
  - 9) Scheduled repetitive use of open workshop space and equipment will result in a charge ranging from \$25 per student to \$35 per student for the term of use.

ADDENDUM I

REIMBURSEMENT RATES SUMMARY

The parties to this Agreement agree to the following rates of reimbursement for services provided by EvCC in support of the WSU program

Regular Classrooms, meeting rooms and office space related to degree programs sufficient to support programs	Included in Sections II-B and III. Classroom usage beyond that specified in Section II-B will be subject to a fee of \$10 per hour.
Office and Instructional Technology Support	EvCC supplies and services related to connections to the EvCC network and classroom teaching stations. Included in Sections II-B and III.
Computer classroom lab for instructional purposes on EvCC campus.	Five hours of use in a computer lab classroom per semester are included in the fee charged in Sections II-B and III. If WSU classes are scheduled in a computer lab for <u>more</u> than 5 hours per semester, an additional fee of \$25 for each additional hour per semester will be charged.
Computer lab access for WSU/Everett students to designated open student labs (student drop-in at EvCC), library, etc. (See Addendum A for reference to student lists.)	Included in Sections II-B and III
Use of Science Labs	As described in Addendum H
ITV/videoconferencing services	If ITV room usage extends beyond 11 hours per week in 2012-13 and beyond 17 hours per week in 2013-14, the charge will be \$30 per hour at the time of the room reservation.
Conference Rooms & Special Facilities	Conference rooms and special facilities made available for occasional non-program-related use will be charged in the same way as other users of EvCC facilities.
Printing, graphics, copying services	Provided on the same basis as for EvCC offices. (EvCC uses multi-functional copiers on each floor and outsources large printing jobs.)
Mail Services	Mail Services (outgoing and incoming) provided at the same level as for EvCC offices. If used, WSU will reimburse EvCC for postage at cost.
Transportation (parking services for faculty, staff and students)	At same rates charged to EvCC faculty, staff and students; paid by individuals receiving services. Alternatively, WSU staff may arrange with EvCC staff to be billed for a group of parking permits each quarter. Current fees may be found at <a href="http://www.everettcc.edu/administration/operations/security/parking/">http://www.everettcc.edu/administration/operations/security/parking/</a>
Access to fitness and recreation facilities	Not included in this agreement.
Marketing	Inclusion in standard marketing materials is included in Sections II-B and III.

In the event that WSU incurs charges described above, EvCC will invoice WSU in a timely manner.