

**AMENDMENT TO THE MEMORANDUM OF AGREEMENT
FOR PARTICIPATION OF EVERETT COMMUNITY COLLEGE
IN PROVIDING
STUDENT HOUSING TO THE STUDENTS OF
WASHINGTON STATE UNIVERSITY EVERETT**

This Amended Memorandum of Agreement (“Agreement”) is made between Everett Community College (“EVCC”) and Washington State University Everett (“WSUE”). This document supersedes the original Agreement executed between the parties.

Recognizing that:

1. **Agreement.** This Agreement establishes the ability for WSUE students to obtain residence in EVCC Student Housing. WSUE students include those students who meet the required standards and who are enrolled with the WSUE Campus.
2. **Term and Termination.** The term of this Agreement shall commence upon July 1, 2020 and shall continue until June 30, 2023. WSUE students apply independently with EVCC Housing and their application and placement are processed the same as EVCC students (see website for details <http://www.evcc.edu/housing/>). Either party may terminate this agreement with 90 days written notice to the other party.
3. **Statement of Eligibility and Verification.** EVCC will confirm whether housing applicants are WSUE students through the housing application process. If there are any questions or issues with that information, the EVCC Housing Office will contact WSUE to confirm status.
4. **Student Housing License Agreement.** Under terms of the student application process for EVCC Housing, WSUE students will be required to sign up for a 3 or 4 quarter lease and will be expected to uphold that lease through that term and pay EVCC Housing for each quarter.
5. **Policies and Procedures.**
 - a. Both parties agree that providing a positive, secure, and supportive environment for all residents is essential and agree to use existing resources and policies to influence resident behavior for the benefit of the EVCC Student Housing community.
 - b. As part of the application process, WSUE students will be asked to agree to follow all EVCC Housing Policies, the WSUE Code of Conduct, and all state and federal laws while living in EVCC Housing.
 - c. As part of the application process, WSUE students will be asked to agree that, when enforcing the EVCC Housing agreement, EVCC has the final decision on whether the WSUE student was in any violation of EVCC Student Housing Policies, the WSUE Student Code of Conduct, and or local, state and or federal laws. For all other student conduct proceedings, WSUE students will be subject to WSUE’s student conduct process only.
6. **Resolution of Conflicts.** WSUE agrees to appoint the Student Services Coordinator at WSUE campus, or other designee, to facilitate the resolution of issues that may arise involving WSUE students residing in EVCC Student Housing.

7. **Title IX.** In cases involving Title IX, EVCC and WSUE agree that:
 - a. Title IX/sexual misconduct policy violations shall be reported to the designated Title IX Coordinator for the institution in which the student is enrolled.
 - b. If the parties involved in the reported Title IX/sexual misconduct policy violation attend different institutions, both institutions' designated Title IX Coordinators shall be notified and will coordinate between the two organizations to ensure support services and interim measures are equitably distributed to best serve the student(s) involved.
 - c. Regardless of whether a party to a Title IX case is enrolled in an individual institution, the respective Title IX Coordinator may notify the other and coordinate between the two organizations to ensure support services and interim measures are equitably distributed to best serve the students(s) involved. Any such notifications must be made in accordance with applicable laws.
8. **Non-Discrimination.** There will be no discrimination in the performance of this Agreement or in the provision of any housing or other accommodation provided arising from this Agreement on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, sexual orientation (including gender 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.
9. **Conflicts.** In the event of an inconsistency in the terms of the Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:
 - a. Applicable state and federal statutes and rules;
 - b. The provisions of this Agreement.
10. **Liabilities.** Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.
11. **Further Assurances.** The parties shall perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the procedures of this Agreement.
12. **Entire Agreement.** This Agreement, including all attachments hereto, contains the entire Agreement of the parties with respect to any matter mentioned herein.
13. **Binding Agreement.** The provisions of this Agreement are binding upon and shall insure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.
14. **Authority.** Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents.

15. **GOVERNING LAW** This contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court of Snohomish County.

Washington State University Everett

By: Ryan H. Goodell
Ryan H. Goodell
AVP, Real Estate and Business Operations

Dated: 09/15/20



By: _____
Dr. Paul Pitre, Chancellor

Dated: July 16, 2020

Everett Community College

Daria J Willis
By: [Daria J Willis \(Jun 23, 2020 22:59 PDT\)](#)
Dr. Daria Willis, President

Dated: Jun 23, 2020