

**INTERAGENCY AGREEMENT  
BETWEEN**

**THE STATE OF WASHINGTON  
STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES**

**AND**

**NORTHWEST EDUCATIONAL SERVICE DISTRICT 189**

**THIS AGREEMENT**, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Washington State Board for Community and Technical Colleges, P.O. Box 42495, Olympia, WA 98504-2495, hereinafter referred to as “SBCTC,” and Northwest Educational Service District 189, 1601 R Avenue, Anacortes, WA 98221, hereinafter referred to as “Contractor.”

**IT IS THE PURPOSE OF THIS AGREEMENT** satisfy the legislature order Engrossed Substitute Senate Bill 5187 ([ESSB 5187](#)). In June 2023, the Washington legislature funded a CTE Dual Credit proviso (ESSB 5187) for the state board to administer a pilot program to increase career and technical education dual credit participation and credential attainment in professional technical programs. The state board, in collaboration with the office of the superintendent of public instruction, must select up to three community and technical colleges to participate in the pilot program during the 2023-24 and 2024-25 academic years. The colleges must be located within NWESD 189, and one must be Skagit Valley College. The state board must establish a stakeholder committee that is representative of students, faculty, staff, and agency representatives to inform this work.

**THEREFORE, IT IS MUTUALLY AGREED THAT:** The legislative proviso establishes SBCTC as the authorized agency to guide this work, ensuring stakeholder engagement and project deliverables. NWESD has agreed to enter into an interagency agreement with SBCTC to serve in a project management capacity to support key elements of the CTE Dual Credit Proviso. These specific responsibilities will be documented through a formal process and affirmed by both agencies.

**STATEMENT OF WORK**

Contractor shall perform the activities set forth in Attachment “A” and shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment “A” attached hereto and incorporated herein.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2024, and be completed on or before June 30, 2025, unless terminated sooner as provided herein.

**PAYMENT**

The parties have determined that the cost of accomplishing the work herein will not exceed ninety thousand dollars (\$90,000). Compensation for service(s) shall be paid upon completion of work as outlined in Attachment "A" and is contingent upon acceptance of relevant work products and approval of vouchers by the SBCTC. Funding for this contract is provided from state funds.

**BILLING PROCEDURE**

The Contractor shall submit properly completed invoices in accordance with the deadlines stated in Attachment "B" to [EduContracts@sbctc.edu](mailto:EduContracts@sbctc.edu). Payment to the Contractor for approved and completed work will be made by warrant or account transfer by the SBCTC within 30 days of receipt and approval of the invoice.

Upon expiration of the Agreement, any claim or payment not already made shall be submitted within 30 days after the expiration date or July 10, 2025, whichever is earlier. The final invoice shall certify Contractor has completed all requirements of this Agreement.

**DUPLICATION OF BILLED COSTS**

Contractor shall not bill SBCTC for services performed under this contract, and SBCTC shall not pay Contractor, if Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**FUNDING CONTINGENCY**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, SBCTC may:

- a. Terminate this Agreement with 30 days advance notice. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions,
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables, or
- d. Pursue such other alternative as the parties mutually agree to writing.

**AMENDMENT**

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

**ASSIGNMENT**

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

**ASSURANCES**

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state, and local laws, rules, and regulations as they currently exist or amend.

**CONTRACT MANAGEMENT**

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

**The program manager for Contractor is:**

NWESD 189  
Dr. Fredrika Smith  
1601 R Avenue  
Anacortes, WA 98221-2276  
Telephone: 360-299-4029  
Email: [fsmith@nwesd.org](mailto:fsmith@nwesd.org)

**The program manager for SBCTC is:**

Dr. William Belden  
PO Box 42495  
Olympia, WA 98504  
Telephone: 360-704-4359  
Email: [wbelden@sbctc.edu](mailto:wbelden@sbctc.edu)

**DISPUTES**

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 evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

**GOVERNANCE**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

**INDEMNIFICATION**

Both parties hereto agree to be responsible and assume liability for their own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law. Contractor does not warrant or assume liability for the interpretation or use of project data or results.

**INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**NON-COMPLIANCE**

If Contractor claims and is reimbursed for costs under a cost reimbursement contract which the SBCTC later finds were (a) claimed in error or (b) not allowable costs under the terms of the contract, the SBCTC shall recover those costs and Contractor shall fully cooperate during the recovery.

**ORDER OF PRECEDENCE**

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 local laws, rules, and regulations;
- b. Statement of work;
- c. Exhibits and Appendices – listed separately, and
- d. Any other provisions of the Agreement, including materials incorporated by reference.

**PUBLICITY**

The CONTRACTOR agrees to submit to SBCTC all advertising and publicity matters relating to this contract wherein SBCTC'S name is mentioned, or language used from which the connection of SBCTC'S name may, in SBCTC'S judgment, be inferred or implied. The CONTRACTOR agrees

not to publish or use such advertising and publicity matters without the prior written consent of SBCTC.

### **RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after dispersal of funds, the termination or expiration of the Agreement, or the resolution of litigation or audits related to the Agreement, whichever is latest. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

### **RESPONSIBILITIES OF THE PARTIES**

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions of the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

### **RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the SBCTC. Data shall include, but not be limited to, all correspondence, papers, documents, reports, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, files, films, tapes, and/or sound reproductions or other products prepared or reproduced. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Contractor shall retain a copy for educational and research purposes. Nothing herein shall authorize the copy retained by Contractor hereunder to be used for any commercial purpose. If for any reason the data originating from this Agreement is not considered a work made for hire under applicable law, Contractor assigns and transfers to the SBCTC the entire right, title and interest in and to all rights in the data developed as a result of this Agreement and any registrations and copyright

applications relating thereto and any renewals and extensions thereof.

### **SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the SBCTC may terminate the contract under the "Termination" clause, without the 15-day notice requirement, subject to renegotiation at the SBCTC's discretion under those new funding limitations and conditions.

### **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 the 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 provision of this Agreement are declared to be severable.

### **SUBCONTRACTING**

- a. "Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- b. Except as otherwise provided in the Agreement, Contractor shall not subcontract any of the contracted services without the prior approval of SBCTC. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Agreement shall not discharge Contractor from its obligations under this Agreement.

### **TERMINATION FOR CAUSE**

If for any cause, Contractor does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the SBCTC will give Contractor written notice of such failure or violation. The Contractor will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice from SBCTC.

**TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement upon 30 calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. If the Agreement is terminated, all reports and data gathered by Contractor prior to termination shall, at the option of the SBCTC, become the property of the SBCTC.

**TERMINATION PROCEDURES**

Upon termination of this contract, SBCTC, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to SBCTC any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

SBCTC shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by SBCTC, and the amount agreed upon by the CONTRACTOR and SBCTC for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by SBCTC, and (iv) the protection and preservation of property, unless the termination is for default, in which case SBCTC shall determine the extent of the liability of SBCTC. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. SBCTC may withhold from any amounts due the CONTRACTOR such sum as SBCTC determines to be necessary to protect SBCTC against potential loss or liability.

The rights and remedies of SBCTC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by SBCTC, the CONTRACTOR shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to SBCTC, in the manner, at the times, and to the extent directed by SBCTC, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case SBCTC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of SBCTC to the extent SBCTC may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to SBCTC and deliver in the manner, at the times, and to the extent directed by

SBCTC any property which, if the contract had been completed, would have been required to be furnished to SBCTC;

6. Complete performance of such part of the work as shall not have been terminated by SBCTC; and
7. Take such action as may be necessary, or as SBCTC may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which SBCTC has or may acquire an interest.

### **TREATMENT OF ASSETS**

- A. Title to all property furnished by SBCTC shall remain in SBCTC. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in SBCTC upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in SBCTC upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by SBCTC in whole or in part, whichever first occurs.
- B. Any property of SBCTC furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by SBCTC, be used only for the performance of this contract.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of SBCTC that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- D. If any SBCTC property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify SBCTC and shall take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to SBCTC all property of SBCTC prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

### **WAIVER**

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

### **ALL WRITINGS CONTAINED HEREIN**

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



**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**Northwest Educational Service  
District 189**

**State of Washington,  
State Board for Community  
and Technical Colleges**

*Larry Francois*

*Joyce Hammer*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

6/7/2024

6/17/2024

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Larry Francois

Joyce D. Hammer, Ph.D.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Superintendent

Deputy Executive Director of Education

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## ATTACHMENT A STATEMENT OF WORK

### NWESD Scope of Work & Deliverables

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SBCTC recognizes the importance of building upon the successful CTE Dual Credit initiatives already taking place under the leadership of NWESD. SBCTC believes contracting specific project elements with NWESD is efficient and strengthens the overall project. The scope and authority of this agreement is limited to those operations within existing rule, law, and policy as established by SBCTC, the pilot colleges, and NWESD 189. NWESD agrees to serve in a project management contractual relationship with SBCTC to support the following elements of the pilot.

#### **Project Management: Research, Planning, Support, and Subcontracting:**

- Develop the work plan identifying goals, assignments, milestones, outcomes and timelines.
- Support SBCTC in the Identification of up to four primary regional pathways of focus. building on existing partnerships, map and align CTE courses and programs to these pathways.
- Provide leadership in development and adoption of uniform articulation agreement template among proviso partners.
- Subcontracting is allowable, within the awarded funding, to ensure project deliverables are met. NWESD 189 is responsible for the vetting, hiring, and managing of subcontracts made to achieve the terms of this Agreement.
- Convene project stakeholders and partners, as necessary, to achieve project deliverables.
- Provide technical assistance to pilot colleges in fulfilling project deliverables.
- Monitor and document participation, progress, and completion of assigned project deliverables, including meeting notes, action items, and deadlines.
- Meet monthly with SBCTC project leadership, and as needed, to provide updates and identify progress.

#### **Meeting Convening and Facilitation:**

- Schedule and create agendas for stakeholder meetings.
- Facilitate meetings with pilot college and SBCTC stakeholders to:
  - Develop shared understanding, vision, and strategy to develop meaningful CTE dual credit pathways that lead to post-secondary enrollment.
  - Create intentional connections and articulations in career pathways that include:
    - Scaling identified college pathways
    - Pathways that lead to IRC's and align to high wage, high demand industries
- Facilitate SME conversations to review, identify, and propose necessary revisions and alignment of CTE Dual Credit procedures. In collaboration with SBCTC:

- Identify and pilot CTE Dual Credit registration and transcription process improvements.
- Identify and pilot enhancements to existing CTE Dual Credit data tracking/reporting processes.
- Engage instructional leadership and faculty in review of course outcomes, grading criteria, and professional development opportunities toward developing and standardizing process improvements.

**Data Collection and Reporting:**

- Research and recommend solutions to improve reporting of CTE Dual Credit student enrollment, engagement, and outcomes in CTC Link.
- Identify and recommend systems and resource enhancements to streamline and improve the student experience.
- Submit quarterly progress and end of year reports to SBCTC including:
  - Narrative highlights regarding work plan progress and milestone achievement.
  - Number of additional articulations created.
  - Number of students enrolled in newly created and articulated courses, programs, and pathways.

**ATTACHMENT B  
BUDGET**

**Budget Proposal:**

Organization	Year 1 Allocation	Year 2 Allocation	Expense
NWESD	\$75,000.00	\$90,000.00	Staffing/Convenings/Stipends
SVC	\$75,000.00	\$80,000.00	Staffing/Articulations/Stipends
BTC(WCC Consortium)	\$75,000.00	\$80,000.00	Staffing/Articulations/Stipends
EVCC	\$75,000.00	\$80,000.00	Staffing/Articulations/Stipends
Unallocated	\$30,000.00	\$10,000.00	
SBCTC	\$20,000.00	\$10,000.00	Contract/Software/Travel
<b>Total</b>	<b>\$350,000.00</b>	<b>\$350,000.00</b>	

**INVOICING DEADLINES**

CONTRACTOR may invoice as often as quarterly, but not less than the deadlines listed below:

<b>For work completed in:</b>	<b>Invoice no later than:</b>
July – December 2024	<b>January 31, 2025</b>
January – June 2025	<b>July 10, 2025</b>

**SBCTC**


**Certificate Of Completion**

Envelope Id: 6AE6751D5ECE401682D46D288F06E46D	Status: Completed
Subject: For Signature: Contract with SBCTC for CTE Dual Credit -WorkForce Education	
Source Envelope:	
Document Pages: 12	Signatures: 2
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	SBCTC Education Contracts
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	educontracts@sbctc.edu
	IP Address: 98.97.45.51

**Record Tracking**

Status: Original	Holder: SBCTC Education Contracts	Location: DocuSign
6/7/2024 11:32:40 AM	educontracts@sbctc.edu	

**Signer Events**

Signer Events	Signature	Timestamp
Larry Francois		Sent: 6/7/2024 11:38:20 AM
lfrancois@nwsd.org		Viewed: 6/7/2024 1:13:47 PM
Superintendent		Signed: 6/7/2024 1:14:20 PM
Security Level: Email, Account Authentication (None)		Signature Adoption: Pre-selected Style Using IP Address: 64.31.36.233

**Electronic Record and Signature Disclosure:**  
 Accepted: 10/3/2023 1:46:10 PM  
 ID: d9e5e438-843b-41c3-9fce-23fb639248f6

SBCTC Education Contracts	<b>SBCTC</b>	Sent: 6/7/2024 1:14:21 PM
educontracts@sbctc.edu		Viewed: 6/12/2024 9:12:57 PM
Security Level: Email, Account Authentication (None)		Signed: 6/12/2024 9:13:10 PM
		Signature Adoption: Pre-selected Style Using IP Address: 98.97.41.248

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Joyce Hammer		Sent: 6/12/2024 9:13:12 PM
jhammer@sbctc.edu		Viewed: 6/17/2024 1:25:01 PM
Deputy Executive Director for Education		Signed: 6/17/2024 1:25:29 PM
Security Level: Email, Account Authentication (None)		Signature Adoption: Pre-selected Style Using IP Address: 134.39.2.15

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/17/2024 1:25:01 PM  
 ID: 01727a83-68f8-434f-8114-0d685dc13f63

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	6/7/2024 11:38:20 AM
Certified Delivered	Security Checked	6/17/2024 1:25:01 PM
Signing Complete	Security Checked	6/17/2024 1:25:29 PM
Completed	Security Checked	6/17/2024 1:25:29 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, SBCTC: Washington State Board for Community & Technical Colleges (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact SBCTC: Washington State Board for Community & Technical Colleges:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: molsson@sbctc.edu

**To advise SBCTC: Washington State Board for Community & Technical Colleges of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at molsson@sbctc.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from SBCTC: Washington State Board for Community & Technical Colleges**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to molsson@sbctc.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with SBCTC: Washington State Board for Community & Technical Colleges**



To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to molsson@sbctc.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SBCTC: Washington State Board for Community & Technical Colleges as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SBCTC: Washington State Board for Community & Technical Colleges during the course of your relationship with SBCTC: Washington State Board for Community & Technical Colleges.