

**INTERAGENCY AGREEMENT  
BETWEEN  
Eastern Washington University  
AND THE  
Washington State Board for Community and Technical Colleges**

**THIS AGREEMENT** is made and entered into by and between the Eastern Washington University, hereinafter referred to as "EWU" and the Washington State Board for Community and Technical Colleges, hereinafter referred to as "SBCTC" pursuant to the authority granted by Chapter 39.34 RCW.

**PURPOSE OF THIS AGREEMENT:** Eastern Washington University (EWU) and the State Board for Community and Technical Colleges (SBCTC) encourage students to complete an academic associate degree before transferring to EWU, since that sequence provides the greatest likelihood of success in attaining a bachelor degree. However, both parties recognize that there are a variety of reasons for students to transfer prior to completing the requirements for an associate degree, and many students do so successfully. EWU and the SBCTC also recognize that there can be important benefits for students, as well as for institutions, if students who have transferred to EWU without an associate degree from a Washington State Community or Technical College (CTC) are able to use appropriate courses taken at EWU to complete the requirements for and receive an associate degree from the CTC.

**THEREFORE, IT IS MUTUALLY AGREED THAT:** EWU and SBCTC will develop a process to facilitate reverse transfer in a more meaningful way that is simple, transparent, and consistent with the Parties' current resources.

**STATEMENT OF WORK**

The responsibilities of the parties are outlined in Attachment "A" attached hereto and incorporated herein. EWU and SBCTC will develop a process to facilitate reverse transfer in a more meaningful way that is simple, transparent, and consistent with the Parties' current resources.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall be one (1) year beginning Spring Quarter 2016, through the end of Winter Quarter 2017, unless terminated sooner or extended, as provided herein. Upon mutual agreement of the parties, this IAA may be extended by additional one (1) year periods.

**PAYMENT**

Each party will be responsible for the costs incurred in performing its obligations under this Agreement. Unless the parties agree in a signed writing to the contrary, neither party will seek compensation for work performed under this Agreement.

### **ELIGIBLE STUDENTS**

"Eligible students" are students who transfer from a CTC and enroll as degree-seeking students at EWU prior to obtaining an associate degree. Prior to enrolling at EWU, such students must have completed 60 quarter credits or more of transferable coursework, of which at least 30 credits must have been completed at one of more Washington public CTCs.

### **STUDENT PARTICIPATION AND CONSENT**

At the time an eligible student applies to EWU, the student will be informed of the availability of this reverse transfer program. If the eligible student wishes to participate, he/she will need to sign and date a consent form which specifies which records may be disclosed for purposes of a reverse transfer and to whom the records may be disclosed. If the student does not consent, he/she will not be considered an "eligible student" for purposes of this agreement.

### **AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS**

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

### **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, 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.

### **CONTRACT MANAGEMENT**

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

The Program Manager for EWU is: Neil Woolf, Associate Vice President of Enrollment Management

The Program Manager for SBCTC is: Joe Holliday, Director of Student Services

### **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 review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

### **GOVERNANCE**

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.

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. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

### **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.

### **RECORDS MAINTENANCE**

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. 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.

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. However, the parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

### **CONFIDENTIALITY**

The Parties agree to use the Confidential Information received from the other party only as expressly permitted in this Agreement or when reasonably necessary to perform the party's duties under this Agreement or law so long as such disclosure is in accordance with applicable law, including the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99). The parties 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.

### **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 both parties. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

### **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 provisions of this Agreement are declared to be severable.

### **NONDISCRIMINATION AND ADA COMPLIANCE**

During the performance of this Agreement, the parties will comply with all federal and state nondiscrimination laws, including, but not limited to RCW 49.60, Washington's Law Against Discrimination, and the Americans with Disabilities Act of 1990, as amended.

### **TERMINATION**

Either party may terminate this Agreement upon 30-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.

### **TERMINATION FOR CAUSE**

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. The responsible party 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 of the aggrieved party to the other.

### **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, or any other cause beyond the reasonable control of either party.

### **THIRD PARTIES**

Nothing contained in this Agreement is intended to create, nor shall be construed to create, any right in any third party, including but not limited to eligible transfer students. Nor shall any third party have any right to enforce the terms of this Agreement.

### **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.

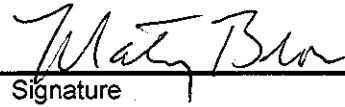
IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON  
Eastern Washington University

STATE OF WASHINGTON  
Washington State Board for Community  
and Technical Colleges



Signature



Signature

Mary Cullinan, PhD  
President

Title

Date

Marty Brown, JD  
Executive Director

Title

3/28/16

Date

## **ATTACHMENT A**

### **Responsibilities of the Parties**

#### **EWU Responsibilities**

1. EWU will inform all transfer students of the reverse transfer program and will provide informational materials about the benefits of a reverse transfer.
2. EWU will obtain consent from all eligible students who wish to participate in the program.
3. After a transfer student completes his/her first quarter at EWU, EWU will evaluate whether the student is an eligible student for purposes of this agreement. EWU will notify SBCTC in an agreed upon electronic format of each of the students eligible to participate in this reverse transfer program. Students will remain on the report until such time as they graduate from EWU or discontinue enrollment for longer than six months.
4. The report from EWU will consist of the following information regarding each eligible student:
  - a. Full Name
  - b. Date of Birth
  - c. Address
  - d. Term
  - e. List of completed coursework
    - i. Course listing
    - ii. Short description
    - iii. Earned Credits
    - iv. Grade Point Average
5. Upon EWU's receipt of the CTC official transcript, students who obtain a Direct Transfer Agreement associate degree from a Washington community or technical college after enrolling at EWU will be automatically granted all appropriate benefits of transferring with a DTA associate degree.

#### **SBCTC Responsibilities**

SBCTC will filter the term report received from EWU and send only those students to the CTC from which the student was last enrolled for credit evaluation.

#### **CTC Responsibilities**

1. The CTC will evaluate the coursework and apply earned credits as they deem necessary in fulfillment of the associate degree. Academic advising, credit evaluation, and communication regarding the completion of the AA-DTA requirements is the sole responsibility of the CTC.
2. The CTC will communicate with the student when the applicable associate degree is earned and will encourage the student to apply for graduation.
3. The eligible student is responsible for requesting the issuance of an associate degree from the CTC by applying for graduation.
4. When the associate degree is completed using EWU credits, the CTC will notify EWU and EWU will send an official transcript to the CTC at no cost to the student.
5. The CTC will send a copy of the official transcript with degree posted to EWU Office of Admissions.