

**WASHINGTON STATE
UNIVERSITY TRI-CITIES**
2710 University Dr.
Richland, WA 99352

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
COLUMBIA BASIN COLLEGE**

This Agreement is made and entered into by and between WASHINGTON STATE UNIVERSITY, by and between its Tri-Cities Campus, ("WSU" or "WSUTC"), located at 2710 Crimson Way, Richland, WA 99354 and COLUMBIA BASIN COLLEGE ("CBC"), located at 2600 N. 20th and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

PURPOSE

The purpose of this Agreement is for CBC and WSUTC to form a collaborative effort to provide coordinated bachelor, four-year degree programs and consider innovative educational models for the Tri-Cities.

1. STATEMENT OF WORK

The regional visioning and strategic planning process led by the Tri-City Industrial Development Council (TRIDEC), the Tri-Cities Visitors and Convention Bureau and Battelle reaffirmed the community's longstanding commitment to a four-year, research university offering doctoral degrees. CBC and WSUTC are committed to a collaborative effort, based on mutual respect and trust, to provide four-year degree programs and consider innovative educational models for the Tri-Cities.

WSUTC and CBC agree that a well-coordinated articulation and transfer process improves student transfer success. WSUTC and CBC are committed to expanding the number of bachelor degrees available in the Tri-Cities and streamlining the transfer process for students transferring from CBC to WSUTC. WSUTC and CBC are guided by a commitment to speak as one voice and make decisions that will ultimately benefit the student, the community, and the State taxpayer.

Accordingly, WSUTC and CBC shall work collaboratively to continue the development and implementation of the Coordinated Bachelor Degree program (the "Program") that began in the fall of 2005, and which is operating under a Memorandum of Understanding executed between the institutions at that time. The institutions hereby reaffirm the Program and agree to supersede and replace the previous MOU between the institutions with regard to the Program.

This will include furnishing the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth below:

a. PROGRAM DESCRIPTION:

- (1) The Program is intended for students wishing to earn a WSU bachelor degree offered by WSUTC. It enables students to begin a bachelor program upon initiating their post-secondary education, and, in doing so, choose between:

(a) Earning a transferable degree from CBC as they pursue a BA or BS degree; or

(b) Completing a WSU BA or BS degree without completing a CBC degree.

(2) WSUTC and CBC will use a transparent application and admission process from CBC to WSUTC. WSU will complete its admission process for the student utilizing application and transcript information from CBC and a Declaration of Intent Form that each student will be required to complete. The Declaration of Intent Form must provide the necessary student-file releases in compliance with Family Educational Rights and Privacy Act regulations, as well as any required information not available from CBC.

(3) Provide detailed, up-to-date Plans of Study for BA and BS degrees offered by WSUTC to CBC. Individual Plans of Study for BA and BS degrees offered by WSUTC will be collaboratively developed and approved by CBC and WSUTC. These plans will recommend two sequences of CBC and WSU courses, one for each of the following options:

(a) Associate Degree Option: Students complete a transfer degree from CBC that fulfills lower-division general education requirements and provides efficient preparation toward a BA or BS degree from WSU.

(b) Direct Bachelor Degree Option: Students complete general education and other lower-division BA and BS degree requirements at CBC without completing a transferable degree from CBC. It is generally recognized that students benefit by earning an Associate's degree; however, there may be degree programs or circumstances in which students may benefit by transferring prior to transfer degree completion. Students must consult with their CBC academic advisors/counselors prior to completing the Declaration of Intent.

(4) All CBC courses included in the Plans of Study will be considered transferable to WSU.

b. **COORDINATED STUDENT ADVISING**

(1) Upon acceptance to the Bridges program, students will have access to CBC and WSUTC academic advising

c. **INFORMATION ABOUT POLICIES AND PROCEDURES**

Prospective and current students will be informed of Plans of Study, course descriptions, and information about financial aid, advising and counseling, disability services, student organizations, and other student services available through the Bridges program.

d. **INFORMATION SESSIONS**

WSUTC and CBC will hold periodic information sessions throughout the academic year. The purposes of the sessions are to:

(1) Announce the availability of the Program Explain the Program and its benefits

(2) Invite students to enroll in the Program

- (3) Provide application materials to those interested in the Program
- (4) Advise students about Programs of Study
- (5) Provide students an opportunity to meet faculty and academic advisors, ask questions, and learn about their academic areas of interest.

e. **DECLARATION OF INTENT**

- (1) Each student wishing to enter the Program must meet with a CBC counselor to complete a Declaration of Intent Form. When completed and signed by the student, this form will enable WSUTC to obtain all of the student information needed for transfer.
- (2) Students who have completed a Declaration of Intent shall be identified as "Bridges students" until they become qualified for admission to WSU.
- (3) Bridges students are expected to maintain a cumulative grade point average (GPA) that equals or exceeds the current minimum required to transfer to WSU (currently a cumulative 2.5) in order to remain in good standing in the Program. Bridges students participating in the Program whose cumulative GPAs fall below 2.5 are encouraged to meet with a CBC counselor for academic and retention support.
- (4) The Plans of Study will be seen as contractual on WSUTC's part. Provided that external factors such as accreditation or certification requirements do not change, the Plans of Study will not change within the timeline established by the university and, as addressed in the Graduation Requirements section within this agreement.
- (5) Not enrolling at CBC for four consecutive quarters, including summer quarter, will invalidate a student's enrollment in this Program.

f. **ADMISSION TO WSUTC, TRANSFER OF CREDITS, AND CERTIFICATION OF MAJOR**

(1) Admission

- (a) Students who have filed a Declaration of Intent Form will be conditionally admitted to WSU when
 - i. They begin their post-secondary education if they meet WSU's freshman admission criteria; or
 - ii. They have completed approximately one year of transferable college credit (or a minimum of 45 transferable quarter credits) with a GPA that equals or exceeds the current minimum required to transfer to WSU (currently a cumulative GPA of 2.5).
- (b) Bridges students who have been conditionally admitted to WSU will be officially admitted to WSU upon enrollment at WSUTC.

g. **TRANSFER OF CREDITS**

- (1) Bridges students will be guaranteed transfer of all credits earned at CBC that are included in the relevant Plan of Study in effect at the time they began their study at CBC.
- (2) Bridges students who complete the associate degree option as specified in the relevant Plan of Study will be guaranteed transfer of up to 110 quarter (73 semester) program-specific credits without petition and be considered to have fulfilled WSU's lower-division General Education Requirements for graduation.

h. **CERTIFICATION OF MAJOR**

- (1) Admission to WSU does not guarantee certification into a major. Bridges students must apply or re-apply for certification into their major when they have completed all the lower-division courses as specified in the relevant Plan of Study in effect at the time they submitted their Declaration of Intent. Students must also have met WSU certification requirements of the major

i. **PLANS OF STUDY**

- (1) The Plans of Study offered at CBC and WSUTC and their sequencing will culminate in a BA or BS degree from WSU. The Plans of Study are developed in accordance with CBC and WSU policy pertaining to general education requirements and major and specific Degree program requirements as stated in the respective catalogs in effect when a student submits the Declaration of Intent to enroll in the Bridges Program. CBC and WSUTC will review the Plans of Study annually to assure that they remain current and accurate and mutually agree to any changes prior to publishing the Plans.
- (2) The **Associate Degree Option** enables students to earn a transferable degree from CBC while pursuing a BA or BS degree from WSU. The **Direct Bachelor Degree Option** enables students to complete lower-division bachelor's degree requirements at CBC en route to a BA or BS degree from WSU.
- (3) Bridges students will fulfill CBC degree requirements by following the relevant Plan of Study in effect when they began at CBC or any subsequent Plan of Study, provided that students do not drop out for a period of more than four consecutive quarters, including summers. Bridges students who drop out for more than four consecutive quarters, including summers, have the option of applying for CBC graduation under the Plan of Study in effect at the time of re-enrollment or any subsequent Plan of Study.
- (4) **Termination of Plans of Study:** Either party, CBC or WSU may discontinue participation in a Plan of Study by providing at least 180 days of advance written notice to the other party. Parties must fulfill their commitment to the students already participating in the eliminated Plan of Study.
- (5) WSUTC retains discretion to alter the list of baccalaureate degrees or individual classes available at WSUTC from time to time.

j. **GRADUATION REQUIREMENTS**

- (1) Bridges students must satisfy the Graduation Requirements in the CBC Catalog to graduate from CBC with a transferable degree.
- (2) Graduation from WSU requires fulfillment of the University graduation requirements published in the WSU Catalog as well as the specific requirements of the major. University requirements for graduation in effect when the Bridges student submits the Declaration of Intent will be honored for up to eight years. Major requirements, including any college requirements, will be honored for up to four years from when the student is certified in a major.

k. **ACADEMIC ADVISING**

- (1) Upon entering the Bridges Program, students will choose an academic major, be assigned a CBC as well as WSUTC academic advisor, and receive the coordinated advising provided through this Agreement. CBC maintains primary academic advising responsibility for Bridges students while enrolled at CBC. Students will be provided with available transfer sequences and current Plans of Study. Students are responsible for following the approved Plans of Study. CBC and WSUTC advisors will ensure common language and consistency of communication to students.

l. **TUITION AND FEES**

- (1) Students enrolled in courses listed in the CBC Catalog will be charged according to the current CBC Tuition and Fee Schedule
- (2) Students enrolled in courses listed in the WSU Catalog will be charged according to the current WSU Tuition and Fee schedule.

m. **STUDENT RECORDS**

- (1) CBC will begin a student's transcript upon initial enrollment at CBC. This transcript will serve as the official transcript for the student's CBC degree. WSUTC will begin a student's transcript upon initial enrollment at WSUTC. This transcript will serve as the official transcript for the BA or BS degree.
- (2) WSUTC will maintain a database that includes admission, transcript, and other relevant data for each student in the Bridges Program. CBC and WSUTC will exchange student data as needed to implement the Program. The Declaration of Intent Form will serve as the necessary Release of Information, and the original of the Form will be maintained at CBC.
- (3) CBC and WSUTC will develop systems to exchange application, transcript, and other student data
- (4) Access to WSUTC student record systems for students in the Bridges Program will be available in a transfer office at CBC for the purposes of meeting students in the Bridges Program.

n. **ACADEMIC PROBATION AND SUSPENSION**

(1) CBC policies and procedures for academic probation and suspension published in the CBC Catalog shall apply until students are officially admitted to WSU. WSU policies and procedures for undergraduate academic deficiency published in the WSU Catalog shall apply to students who are officially admitted to WSU.

(2) CBC students should note that transferability to WSUTC is based upon meeting or exceeding the minimum cumulative GPA and satisfying departmental prerequisites.

o. **STUDENT CONDUCT**

(1) The *CBC Code of Student Rights and Responsibilities* shall apply to students in the Program while they are enrolled in CBC courses. Officially admitted WSU students shall be subject to the policies, procedures, and regulations in the *WSU Student Code of Conduct*

p. **ACADEMIC INTEGRITY AND ACADEMIC HONESTY**

(1) CBC's Statement on Academic Honesty shall apply to Program students enrolled in CBC courses.

(2) The Academic Integrity Policy shall apply to Program students enrolled in WSUTC courses

q. **STUDENT IDENTIFICATION CARD**

(1) Students will be issued a WSU identification card upon initial enrollment at WSU.

r. **STUDENT SERVICES**

(1) CBC will provide services to students in the Bridges Program while they are enrolled at CBC.

(2) WSUTC will provide services to students who are officially admitted to WSU.

s. **MARKETING AND STUDENT RECRUITMENT**

(1) WSUTC and CBC will develop marketing materials for the Bridges Program and cooperate in the recruitment of secondary school students for the Program.

2. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on August 19, 2013, and be completed on August 18, 2016, unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

3. COMPENSATION

This is a non-financial Agreement. Unless the parties agree in a signed writing to the contrary, neither party will seek compensation for work performed under this Agreement.

4. 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, the Agency may:

- a. Terminate this Agreement with 60 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.¹

5. 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.

6. 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.

7. 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 as amended.

8. CONTRACT MANAGEMENT

The contract 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.

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|---|---|
| The Contract Manager for Columbia Basin College is: | The Contract Manager for WSU Tri-Cities is: |
| Bill Saraceno Senior Vice President for Administration Columbia Basin College 2600 N. 20 th Ave. Pasco, WA 99301 Phone: 509-542-4408 ext 2248 | Lori Selby, Vice Chancellor for Finance and Administration Washington State University 2710 Crimson Way Richland, WA 99354 Phone: 509-372-7261 |

¹ If the agreement is non-financial, remove clauses 5 – 8.

FAX: 509-546-0404
E-Mail: bscaraceno@columbiabasin.edu

FAX: 509-372-7354
E-Mail: lselby@tricity.wsu.edu

9. 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.

10. GOVERNING LAW AND VENUE

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.

11. 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.

12. MAINTENANCE OF RECORDS

- a. The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect 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 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 of agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.
- b. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c. 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 any confidential information 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.

13. 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 – list separately; and
- d. Any other provisions of the agreement, including materials incorporated by reference.

14. 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 on 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.

15. SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

16. SITE SECURITY

Employees and agents of one party on the campus of the other party, shall comply with the security policies and regulations applicable to that campus.

17. SUBCONTRACTING

- a. Unless expressly provided otherwise in a separate signed writing, neither party shall subcontract any of the party's duties under this Agreement.

18. 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 the failure or

violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

19. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement with one academic year's notice. However, such

termination shall not become effective for the students then enrolled into the Program if such termination prevents the completion of the requirements of the Program.

20. 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. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

21. ALL WRITINGS CONTAINED HEREIN

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

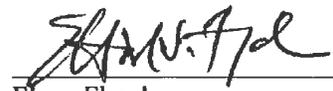
IN WITNESS WHEREOF, the parties have executed this Agreement.

COLUMBIA BASIN COLLEGE

WASHINGTON STATE UNIVERSITY

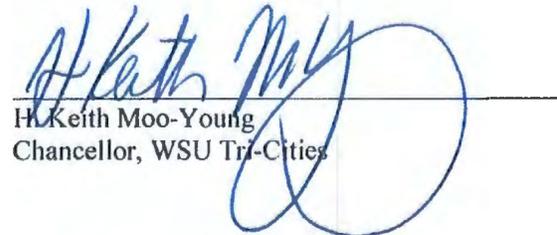

Rich Cummins
President

Date


Elson Floyd
President

Date

RECOMMENDED BY:


H. Keith Moo-Young
Chancellor, WSU Tri-Cities