

AMENDED AND RESTATED  
INTERLOCAL AGREEMENT  
BETWEEN  
WASHINGTON STATE UNIVERSITY  
AND  
MONTANA STATE UNIVERSITY  
AND  
THE BOARD OF REGENTS OF HIGHER EDUCATION OF THE MONTANA UNIVERSITY SYSTEM  
TO ESTABLISH  
A COOPERATIVE PROGRAM IN VETERINARY MEDICAL EDUCATION

This AMENDED AND RESTATED INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between WASHINGTON STATE UNIVERSITY, an institution of higher education and an agency of the state of Washington, hereinafter referred to as "WSU," and MONTANA STATE UNIVERSITY, an institution of higher education, hereinafter referred to as "MSU," and the BOARD OF REGENTS OF HIGHER EDUCATION OF THE MONTANA UNIVERSITY SYSTEM, an agency of the state of Montana, hereinafter referred to as "SYSTEM," for the purpose of continuing the Washington and Montana Cooperative Program in Veterinary Medical Education, hereinafter referred to as the "WM" or "WM Program." WSU, MSU and SYSTEM may be individually referred to herein as a "Party" or collectively as the "Parties."

#### Recitals

WHEREAS, WSU, MSU, and SYSTEM have previously entered into that certain Interlocal Agreement to establish a Cooperative Program in Veterinary Medical Education, effective on or about January 7, 2014, regarding the establishment of the WM Program ("Original Agreement"). The Original Agreement outlined the ways and means by which MSU developed and conducts, in concert with WSU, the first year of the WM Program in Montana, in parallel with the first year of the WSU DVM Program.

WHEREAS, the Parties entered the Original Agreement and enter this Agreement because of a wish to cooperate by equitably combining resources in order to provide a diverse and high quality educational experience that results from the additional facilities, instructional program, animal resources, and other attributes now present in their respective states.

WHEREAS, the Parties entered the Original Agreement and enter this Agreement because of a wish to minimize duplication of costs of new facilities that would be required to develop a separate four-year DVM instruction program in Montana by utilizing the teaching facilities and professional personnel in Montana at MSU for the first year of the WM Program, and then utilize the teaching facilities and professional personnel and resources at WSU and its existing network of educational partners for the final three years of the WM Program.

WHEREAS, the Parties have realized and expect to continue to realize the following benefits as a result of the regional WM Program:

- a) Assurance that the curriculum leading to the DVM degree prepares veterinarians with the quality educational background required to meet the demands for veterinary services in each state.
- b) A broader base of support for a program of veterinary medical education, making possible greater regional cooperation in research and service and facilitating regional and federal support.
- c) Assurance of predictable and increased access to education in veterinary medicine for students in Montana.
- d) Increased services for animal industries and public health that result from a program, school, or college of veterinary medicine.
- e) Expenditure within Montana of a significant portion of the funds allocated for the WM Program by that state.
- f) Increased efficiency through the joint use of facilities, faculty and educational resources that are located in each state.
- g) Greater clinical exposure for students to the various aspects of veterinary medicine because of the availability of diverse and increased clinic resources.

WHEREAS, the Parties established the WM Program and continue to operate the WM Program in order to improve the ability of each Party to meet the needs outlined above and to promote the most efficient use of the resources available at each institution.

WHEREAS, the Regents of the Montana University System of Higher Education authorized the establishment of a Cooperative Program in Veterinary Medical Education between MSU and WSU contingent upon funding at its September 19-20, 2012 meeting and the Regents of WSU reviewed this Agreement as an information item at their meeting held September 18-19, 2012.

WHEREAS, WSU, MSU and SYSTEM have established the WM Program in accordance with the terms of this Agreement and consistent with the Montana Board of Regents approved program proposal.

WHEREAS, the Parties have been conducting the WM Program for approximately ten (10) years, during which time the demand for veterinary services in Washington, Montana, and the surrounding region has increased substantially.

WHEREAS, the Parties desire to amend and restate the Original Agreement to update its terms, and desire for this Agreement to fully supersede the terms of and replace the Original Agreement as of the Effective Date of this Agreement (defined herein), and to that end enter and execute this Agreement.

NOW, THEREFORE, it is agreed as follows:

I. [RESERVED]

II. Purpose

This Agreement provides the ways and means by which WSU, MSU, and SYSTEM will continue to develop and conduct the WM Program, which shall be an affiliation between WSU, MSU, and SYSTEM to achieve and sustain a more efficient use of educational, research, and service resources available in the two states for veterinary medical education.

MSU has developed and conducted, in concert with WSU, the first year of the WM Program in Montana, in parallel with the first year of the WSU DVM Program at WSU in Washington. WSU, MSU, and SYSTEM will continue to cooperate to provide up to ten (10) WM Program students, who are Montana residents, with access to enrollment in the 2<sup>nd</sup> year of the WSU DVM Program at WSU. Upon satisfactory completion of the 2<sup>nd</sup> year curriculum, these students will progress into the 3<sup>rd</sup> year of the WSU DVM Program. Upon satisfactory completion of the 3<sup>rd</sup> year curriculum, these students will progress into the 4<sup>th</sup> year of the WSU DVM Program.

In addition, the WM Program may admit up to six (6) additional students. These students may be Montana residents who are supported through the Western Interstate Commission for Higher Education ("WICHE")-Professional Student Exchange Program (PSEP, "MT-WICHE"), WICHE-PSEP-supported students from other states ("OTHER-WICHE"), or non-residents ("NR") (that is, students who are not residents of either Washington or Montana and are not supported by WICHE).

### III. Obligations of the Parties-Availability of Funds

The Parties recognize that the obligations of each pursuant to this Agreement are subject to the availability of funds provided therefore by legislative and funding allocation authorities of each state. In the event the State of Montana fails to provide adequate funds to maintain the agreed financial support level in accordance with the terms of Article VII herein, the agreed-upon number of admitted MSU WM Program students to the WSU DVM Program will be either reduced proportionately, or this Agreement may be terminated by either Party pursuant to Article XII of this Agreement.

### IV. Administration of the Program

- A. The WSU Board of Regents is the governing body of the WSU College of Veterinary Medicine ("CVM") and has delegated responsibility to the WSU President or designated appointee for administrative matters pertaining to the WM Program.

Montana University System Board of Regents is the governing body of the MSU College of Agriculture and has delegated responsibilities to the MSU President or designated appointee for administrative matters pertaining to the WM Program, in cooperation with the administration of the WSU CVM Dean's Office.

The WM Program at MSU is accredited as part of WSU CVM's accreditation. WSU will continue as an officially recognized free-standing College of Veterinary Medicine by the American Veterinary Medical Association's Council on Education (hereinafter referred to as the "Accreditor"). The WSU CVM, in cooperation with the WM Program at MSU, will work with the Accreditor to address any accreditation issues that may result from implementing the WM Program. Successful implementation of the WM Program for purposes of accreditation depended on MSU developing the 1st year curriculum of the WM Program at MSU in concert with WSU CVM and MSU WM Program sponsored students receiving the 2nd, 3rd and 4th years of the DVM educational program at WSU.

The Office of the Commissioner of Higher Education (OCHE) will certify the residency eligibility of students who make application to the program consistent with the Montana Board of Regents policy. OCHE is designated as the fiscal agent for the Montana per student support fees authorized under this Agreement for the Montana resident WM Program students during years 2 through 4 of their DVM program at WSU. WSU CVM will provide OCHE with an annual accounting of the number, names, class level, enrollment status, and academic standing of the Montana WM Program students who occupy a reserved position in the WM Program. CVM will also provide a date of graduation and contact information for any Montana WM Program student who graduates from the program.

For students in the WICHE PSEP program: WSU will provide WICHE with an accounting of the number, names, enrollment status, and academic standing of the students participating in the WICHE PSEP program and will receive the corresponding WICHE support fee. For students completing their first year at MSU, they agree to forfeit their first year of WICHE state support funding in exchange for being charged resident tuition at MSU.

MT-WICHE and OTHER-WICHE students will not be responsible for any difference in cost between the WICHE support fee and the WM Program support fee.

MT WICHE students who enroll at WSU and elect to attend their 1st year of the program at MSU will pay resident tuition and fees directly to MSU while attending MSU during the 1<sup>st</sup> year of the program. Tuition for these students during their first year will be set at MSU's normal resident graduate tuition rate or such other resident tuition rate proposed by MSU and approved by SYSTEM and the Montana Board of Regents through existing tuition setting processes.

Non-residents will pay all tuition and fees directly to MSU while attending MSU during the 1st year of the program. Non-resident tuition while students are attending MSU will be set at MSU's normal non-resident graduate tuition rate or such other non-resident tuition rate proposed by MSU and approved by SYSTEM and the Montana Board of Regents through existing tuition setting processes. Non-residents will pay tuition and fees directly to WSU during years 2 through 4 while in attendance at WSU. WSU rules regarding residency for the purposes of tuition at WSU will apply to non-residents in the WM Program.

WSU CVM will provide the OCHE with a date of graduation and contact information for WM Program and MT-WICHE students who graduate from the program.

#### B. Committees

Functions and compositions of committees that serve the WM Program will be determined by approved WSU CVM bylaws.

A separate MSU WM Program Admissions Committee will work with the WSU CVM Director of Admissions and the WSU CVM Admissions Committee to establish the most efficient staffing mechanism for processing Montana student applications. Admission of the students into the MSU portion of the WM Program will be in accordance with the procedures outlined in Article VIII herein.

The WM Program will have a joint Curriculum Committee with MSU representation. The joint Curriculum Committee, working with the WSU CVM Dean's office and the WM Program faculty who contribute to DVM education jointly from both WSU and MSU ("WM Program Faculty") will have general oversight of the WM Program course content across the WSU and MSU sites.

MSU faculty will have representation on the WSU CVM Student Progress Committee. MSU students will be subject to the same academic standards as WSU students. MSU representatives on the Student Progress Committee will participate in discussions of all students.

The DVM Course Committees for 1st-year courses will be chaired by the Course Director of the WSU course. Membership on the Course Committees will consist of all faculty who teach in the course, whether at MSU or WSU.

All courses in the WM Program must be approved by majority vote of WM Program Faculty upon recommendation of the joint Curriculum Committee. Consideration for approval will include a review of the course content, course objectives, and qualifications of the proposed instructor by the curriculum committee, and the usual approvals according to established policies and procedures that govern faculty and academic programs on the respective campuses.

V. Facilities

WSU will provide office, classroom, laboratory, diagnostic and clinic facilities, library, and self-learning resource space on WSU Pullman campus and other sites that support the WM Program.

MSU will provide office, classroom, laboratory, diagnostic and clinic facilities, library, and access to self-learning resource space on the MSU campus needed to support the WM Program.

It is understood and agreed that no party shall be required to provide physical facilities in another state as part of its obligation under this Agreement.

VI. Faculty

The local WSU and MSU WM Program administrations will be responsible for hiring their respective faculty, evaluating their teaching and scholarly performance, and taking action as required with regard to all personnel matters relating to faculty under local WSU or MSU supervision who participate in the WM Program. Such responsibilities include termination, tenure decisions, promotions, salary adjustments, and similar matters related to teaching and scholarly responsibilities. Employment, evaluations, and other personnel matters relating to such faculty or other employees shall be conducted under the supervision and rules of the respective governing boards and the established policies and procedures of WSU and MSU.

However, in order to ensure that qualified faculty are assigned to teach the DVM students in the cooperative WM Program at MSU, the MSU WM Program director, the relevant academic department at MSU, the relevant academic department at the WSU CVM, and the Dean's office at the WSU CVM will cooperate, consult, and agree on the assigned faculty. In addition, the local responsibilities of WSU and MSU over matters relating to their faculty notwithstanding, WSU and MSU WM Program administrators agree that the Dean or designee at WSU CVM will be advised, consulted and involved, as appropriate, when faculty search processes are conducted and a hire is made at MSU. MSU WM program administration will consult with the WSU CVM Dean or designee on how WM faculty job descriptions are written, how the MSU search is progressing, and who is hired. Where possible, a WSU faculty member from the appropriate department or school will be appointed to serve on the MSU WM faculty search committees. Where possible and with mutual interest, MSU WM faculty can be appointed to serve on WSU CVM faculty search committees. Selection and periodic performance review of the MSU WM Program director will be joint functions of the MSU College of Agriculture and the WSU CVM. A performance review of any WM teaching faculty member will be provided upon the request of the WSU CVM Dean or the MSU WM Program administrator.

WSU and MSU WM Program administrators will agree on uniformity and consistency in student evaluations of MSU and WSU teaching faculty. MSU WM Program Faculty will be part of the established WSU CVM peer review of teaching process, student evaluation, and other faculty and course assessment processes as they exist and evolve.

VII. Financial Responsibilities: Basis of Financial Support for WM Program in Veterinary Medical Education.

- A. WSU and MSU are each responsible for their own facility, capital, and maintenance and operating costs of facilities.

- B. The MSU WM Program support for year 1 of the DVM program at MSU will be at such a level as determined by MSU and Montana funding authorities, that will be judged by the Accreditor as sufficient to support a fully accredited component of the WSU DVM Program and be consistent with and comparable in content, scope, delivery, and quality to the WSU DVM curriculum in year 1. Adequacy of this support will be determined in consultation with the Dean of the WSU CVM as informed by the Accreditor. This support level is not otherwise addressed in this Agreement.
- C. The Office of the Commissioner of Higher Education (OCHE) is designated as the fiscal agent for the WM Program Montana resident student support fees to be paid by the State of Montana to WSU for the Montana students enrolled at WSU in years 2, 3 and 4 of the DVM curriculum. The initial Montana resident per student support fee was based on the FY111 WICHE per student support fee, which is \$29,100.

The base support fee amount has been and will be adjusted by the percentage factor set forth in subparagraphs D and E from the year that the first group of MSU Program Montana resident students will enroll at WSU CVM. When fully implemented, 10 students have been and will be enrolled in years 2, 3 and 4 of the DVM curriculum at WSU, but the parties recognize that occasional adjustments are required due to student progress or other factors. However, Montana has and will provide support for only the number of eligible WM students certified under paragraph IV enrolled at WSU in any given semester, not to exceed 30 total students in any academic year.

- D. The MSU WM Program began in FY15, with the first class of up to 10 MSU WM students attending year 1 of the program at MSU. FY16 therefore marked the first year that MSU WM students were enrolled at WSU as part of the WSU DVM Program. The MSU WM Program Montana resident per student annual support fee base amount in FY14 was \$30,882 and, per this Agreement, was increased 2% per year through FY19. Montana has and will continue to pay for those MSU WM students enrolled in the DVM program at WSU not to exceed 30 students per year. At full enrollment, the MSU WM Program support fees paid to WSU were:

FY15	\$31,500 per student annual support fee
FY16	\$32,129 per student annual support fee x 10 MSU students= \$321,290
FY17	\$32,772 per student annual support fee x 20 MSU WM students=\$655,440
FY18	\$33,427 per student annual support fee x 30 MSU WM students=\$1,002,810
FY19	\$34,096 per student annual support fee x 30 MSU WM students=\$1,022,880

- E. For future years beginning in FY20 and beyond, the MSU WM Program Montana resident per student annual support fee has been and will be increased each fiscal year by the forecasted annual fiscal percentage change in the U.S. Economic Forecast Implicit Price Deflator (IPD)- as per the guidance of the Washington State Office of Financial Management - as reported in January, 18 months prior to the beginning of the State of Montana biennium for which the support fee for percentage increase will be effective.
- F. MSU WM Program Montana resident students who continue in the program will continue to enroll at WSU for their 2nd, 3rd and 4th years of the WSU DVM Program and be responsible for payment to WSU of the equivalent of the WSU DVM resident tuition and fees plus those mandatory WSU student fees that exist at the time of and during their enrollment at WSU. Montana resident

students sponsored by MSU under the WM Program and this Agreement will not be permitted to establish Washington State residency during their enrollment in the WM Program for purposes of alleviating payments of the MSU WM Program Montana resident per student annual support fee.

- G. MSU will not enter into any contract or agreement with another state or entity for the education of veterinary students from that state or entity through the WM Program without the written consent of WSU CVM.
- H. For students in the 1<sup>st</sup> year of the program: WSU will be responsible for sending MSU the appropriate WICHE support amount for first-year costs for all OTHER-WICHE students enrolled at MSU. As noted in Section IV A, MT-WICHE students will be charged resident tuition and will not receive WICHE support while at MSU.

For students in the 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> year of the program: WSU CVM will invoice OCHE for the WM Program resident student annual per-student support fees (one-half each semester) at the beginning of each semester (by September 15 and February 15) based on the MSU WM Program students enrolled at WSU as of the 10th day of enrollment. WSU will list MT-WICHE students on the invoice but will not include them in the calculation of the total amount due. WICHE support funds for MT-WICHE students will be sent directly to WSU through the preexisting WICHE support agreements. OCHE agrees to remit payment to WSU for the invoices by October 15 and March 15 of each academic year. WM Program students and MT-WICHE students are responsible for the payment of the WSU CVM tuition and fees and mandatory student fees per their WSU student registration fees billed by WSU Student Accounts as part of the WSU registration and enrollment process.

- I. The Montana resident per student support fee is limited to a maximum period of three academic years per eligible student for years 2 through 4 of the WM Program at the WSU CVM. Students will not be supported for repeat classes or repeat periods of enrollment. Students are permitted leaves of absence from the WM program only upon written approval from the WSU CVM. The WSU CVM will notify the Commissioner of Higher Education when any student is approved for a leave. The Montana resident per student state support fee is not payable by Montana during approved leave of absence periods.

Montana will not be obligated to pay the full Montana resident per student support fee if MSU WM program sponsored students accept federal, state, or private scholarship support that pays full nonresident tuition and fees or full cost of attendance.

- J. If MSU WM Program sponsored students enrolled at WSU in the 2nd, 3rd and 4th years of the WSU DVM curriculum withdraw from the program or have a change in status, the WSU registration policies and procedures regarding refunds of tuition and fees and mandatory student fees will apply.

If the change in status or withdrawal from the program occur at a date after which time tuition and fees are nonrefundable, WSU may keep the state support fee for that term. When the change in status or withdrawal from the program occurs at a date upon which a percentage of tuition and fees are refundable to the student, Montana will also receive a matching percentage refund of the per student support fee for the applicable term.

- K. With the exception of the WICHE annual accounting and support fee as discussed in Article IV, Section A., MSU will be responsible for the financial matters associated with MT-WICHE students, OTHER-WICHE students, and non-resident students while they are attending MSU. When MT-WICHE students, OTHER-WICHE students, and non-resident students who spend their first year at MSU move to WSU, WSU will be responsible for the financial matters associated with those students.

#### VIII. Admissions and Students

Admission policies for the WM Program will be those of the WSU CVM. Subsequent modification of admissions policies will be proposed by the joint WSU and MSU WM Program Admissions Committees in accordance with WSU CVM policies and procedures, and adopted by joint approval of the WSU MSU WM Program Faculty. Operating under these policies and under the direction of the WSU Director of Admissions, a separate MSU WM Program Admissions Committee will screen applications and make recommendations to the Dean of the WSU CVM, who has final decision-making authority regarding admission of MSU WM Program students.

Academic standards and essential requirements for all WSU and MSU students in the WM Program will be those of the WSU College of Veterinary Medicine. Subsequent modification of academic standards and essential requirements will be proposed through the office of the WSU CVM Associate Dean for Professional Programs in accordance with WSU CVM policies and procedures, and adopted by joint approval of the WSU MSU WM Program Faculty. All WM Program students will be subject to the procedures of the joint WM Program Student Progress Committee in coordination with the WSU CVM Associate Dean for Professional Programs and the MSU local WM Program administrator.

Priority review will be given to Montana residents as a separate applicant pool. All qualified Montana residents will be offered admission: ten (10) of these will be funded via the WM Program and the remainder will be conditional upon certification for WICHE support. All qualified Montana residents will be able to indicate a preference for placement at MSU for Year 1 or at WSU for all four years. If there are more than 16 qualified MT residents preferring placement in Bozeman, the seats will be filled in the order in which applicants accept their offers of admission and the remaining applicants will be placed at WSU. If there are fewer than 16 qualified MT resident applicants, WSU will make every effort to fill the remaining seats with WICHE-supported applicants from other states. All qualified WICHE-certified applicants will receive offers of admission and will be able to express a preference for placement at MSU for Year 1 or at WSU for all four years. As with the Montana residents, available seats at MSU will be filled in the order in which OTHER-WICHE applicants accept their offers of admission and express a preference for placement at MSU; the remainder will be placed at WSU.

If there are fewer than 16 qualified Montana residents and OTHER-WICHE applicants, or if, after all qualified Montana residents and OTHER-WICHE applicants have received offers but fewer than 16 accept those offers, the seats may be filled by extending offers to non-resident applicants. At such time as WSU can make an accounting of extended and accepted offers to Montana residents and OTHER-WICHE applicants, WSU will provide the following information to the Commissioner, OCHE:

1. Names of MT residents who received offers;
2. Names of MT residents who accepted their offers, with funding type (WM or WICHE) and placement at MSU or WSU;

3. Number of OTHER-WICHE applicants who received offers, number who expressed a preference for placement at MSU, and number who accepted their offer.

WSU will indicate the remaining number of available seats at MSU, if any, and request approval to fill those seats by extending offers to non-residents. This request will be made within ten (10) business days of WSU receiving decisions from all qualified MT resident and OTHER-WICHE applicants or within 10 business days of the national decision deadline, whichever comes first. OCHE will respond within ten (10) business days of receiving the request. Lack of response to the request will be considered tacit approval to extend non-resident offers.

## IX. Curriculum

### A. Courses

All courses of the WM curriculum must be approved by the joint Curriculum Committee, the WSU and MSU program administrators, and other appropriate WSU and/or MSU committees and administrators, in accordance with rules, regulations and WSU CVM bylaws that apply to WM Program curriculum matters at WSU and MSU. The curriculum at both sites must meet the standards of the fully accredited DVM program delivered at WSU, as determined by the Accreditor, and thus MSU courses must be consistent with and comparable in content, scope, delivery and quality to the WSU DVM curriculum in year 1. Adequacy of the joint WM curriculum will be determined by the Dean of the WSU CVM and the Accreditor. For the WM Program, MSU will offer the first year of the DVM curriculum to the MSU WM Program students and WSU will provide the 2nd, 3rd and 4th years of the DVM curriculum to the Montana WM Program students who will enroll at WSU following their successful completion of the first year of the WM Program at MSU. Some WM Program courses or course material for portions of year 1 may be delivered to MSU WM students by WSU faculty via distance education or web based education. Likewise, MSU faculty might deliver some WM Program courses or course material to WSU WM students via distance education or web based education. In each case, WSU and MSU WM faculty will jointly decide on the courses and course material that will be delivered inter-institutionally by these methods. WSU and MSU will negotiate a separate written agreement on the terms and amount of reimbursement for such effort. Separately, only WSU will offer the entire four-year DVM curriculum to Washington residents and Idaho-sponsored students.

### B. Review of the Curriculum

Curriculum development and assessment is the responsibility of the collective WSU and MSU WM Program Faculty under the guidance of the WSU Associate Dean for Professional Programs, the WSU Associate Dean for Faculty Programs and Teaching, and the joint WM Program Curriculum Committee. As needed and directed, ad hoc faculty committees of the joint faculty and administration of the WSU and MSU WM Program will also be responsible for curriculum planning and assessment in the WM Program.

### C. Graduate and Other Cooperative Programs

Programs leading to graduate degrees will not be considered a part of this Agreement. However, regional cooperation in research and graduate programs will be encouraged and members of the

WSU and MSU Faculties may be appointed to the graduate faculty of the other institution according to existing policies and regulations of each institution.

Details concerning cooperative programs of research and service, education of non-DVM students and graduate students, and continuing education may be covered in separate agreements between WSU and MSU.

#### X. Awarding of Degrees

The degree of Doctor of Veterinary Medicine will be conferred on WM Program graduates by the Board of Regents of WSU as the accredited College of Veterinary Medicine.

#### XI. Student's Rights

As this Agreement affects the interest and welfare of the individual student, MSU shall advise each Montana student offered a reserved position of the terms and conditions of this Agreement, and when such student accepts a reserved position, he or she shall be deemed to compliance with all such terms and conditions.

A Montana resident offered and accepting a reserved position must maintain Montana residency for purposes of eligibility in the WM Program.

#### XII. Term and Termination

This Agreement will commence on the date it is fully executed by both Parties ("Effective Date") and shall terminate five (5) years later.

This agreement may be terminated by either party at any time providing that at least 120 days advance notice in writing is delivered to the other party, except that the agreement may not be terminated mid-semester. Although 120 days is the minimum notice requirement, parties should endeavor to provide at least 1 year's notice within the constraints of existing state laws and regulations.

In the event of termination by either Party, those students already admitted to the WM Program from Montana will be able to continue if WSU is compensated as provided in this Agreement. As to that compensation, if the State of Montana discontinues financial support for the Montana WM Program students who are admitted to WSU, those students would have the option to continue in the WSU DVM program under the condition that they pay the existing WSU DVM non-resident tuition and fees and mandatory student fees that exist for out of area students at that time and for the duration of their program.

#### XIII. Non-Discrimination

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 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 and Montana. 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 112 6, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities and employment practices.

XIV. Effective Date, Duration, and Filing Requirements

Copies of this Agreement shall be filed with the Whitman County Auditor, the Secretary of State of Washington, the Montana Board of Regents, the Montana Office of the Commissioner of Higher Education, and with the Office of Vice President for Finance & Administration at Montana State University prior to its entry into force. The Agreement shall be effective upon execution of the Parties, accomplishment of all filing requirements, and any approval required by law, and shall continue until terminated by either Party as provided herein.

XV. Notices

All notices, payments, requests, consents, approvals, or other communications which may be required under this contract shall be given as follows:

- A. Washington State University  
College of Veterinary Medicine, Business & Finance  
P.O. Box 647010  
Pullman, WA 99164-7010

With Copy To:  
Office of Executive Vice President for Finance and Administration  
P.O. Box 641045  
Pullman, WA 99164-1045

- B. Montana Board of Regents and  
Office of the Commissioner of Higher Education 2500 Broadway Street  
PO Box 20320 I  
Helena, MT 59620-3201

With Copy To:  
Montana State University  
Office of Vice President for Administration & Finance  
PO Box 172440  
Bozeman, MT 59717-2440

XVI. Amendments

This Agreement may be amended by the mutual consent of the Parties, executed in writing by an authorized representative of each Party, and appended herewith.

XVII. Dispute Resolution

In the event that a dispute arises under this Agreement that the Parties cannot resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: each party to this Agreement shall appoint one member to the Dispute Panel, and the members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel.

XVIII. Hold Harmless

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.

XIX. Insurance/Tort Claims

WSU and its officers, employees, and agents, while acting in good faith within the scope of their official WSU duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against WSU and its employees, officers, and agents in the performance of their official WSU duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130.

MSU and its officers, employees, and agents, while acting within the scope of their official MSU duties, are covered by the State of Montana's Self-Insurance Program and the Montana Governmental Immunity Act and successful claims against MSU and its employees, officers, and agents in the performance of their official MSU duties in good faith under this Agreement will be paid as allowed by law, Title 2, Chapter 9, Montana Code Annotated.

XX. 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 Party, 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.

XXI. Family Educational Rights in Privacy Act (FERPA)

Each Party agrees to comply with all applicable statutes and regulations governing privacy of student records, including, but not limited to, the requirements of FERPA (12 U.S.C. 1232g) and implementing regulations.

XXII. Force Majeure

In the event that the Parties' obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, explosion, sabotage, disease, public health emergency, accident or other casualty, act of God, any law ordinance, rule or regulation which becomes effective after the date of this Agreement, or any other cause beyond the reasonable control of either Party, then the Parties shall be released from performance under this Agreement. Both Parties hereby waive any claim for damages or compensation for such delay or failure to perform, other than obligations incurred up to the date of such force majeure.

XXIII. 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 writing signed by an authorized representative of the Party and attached to this Agreement.

XXIV. Assignment

The rights and obligations of the Parties hereunder may not be assigned in whole or in part without the express prior written consent of the other Party.

XXV. 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.

XXVI. Independent Capacity

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

XXVII. Successors and Assigns

This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the Parties hereto.

XXVIII. Reduction of Funding

OCHE must, by law, terminate this Contract if funds are not appropriated or otherwise made available to support OCHE's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313(4), MCA.) If State or federal government funds are not appropriated or otherwise made available through State's budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law. OCHE shall provide Contractor the date OCHE termination will

take effect. OCHE is liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date OCHE'S termination takes effect. This is Contractor's sole remedy. OCHE is not liable to Contractor for any other payments or damages arising from termination, including but not limited to general, special, or consequential damages such as lost profits or revenues.

XXVIII. Entire Agreement

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.

XXIX. Signatures

The Parties affirm they have designated the persons below to have signature authority for the Parties. By their signatures on this Agreement, the Parties agree to comply with all of its terms and conditions.

WASHINGTON STATE UNIVERSITY

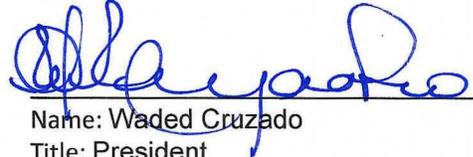
Approved by:



Name: Leslie Brunelli  
Title: Executive Vice President for Finance and Administration and CFO  
Date: 1/21/25

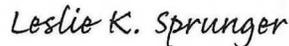
MONTANA STATE UNIVERSITY

Approved by:



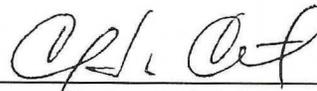
Name: Waded Cruzado  
Title: President  
Date: 1/9/2025

Recommended by:



Name: Leslie K. Sprunger  
Title: Associate Dean  
Date: 12/06/2024

Approved as to Form:



Name: Clayton T. Christian  
Title: Commissioner of Higher Education  
Date: 12/20/2024

Approved as to Form:



Name: Jessica Smith-Kaprosy  
Title: Assistant Attorney General  
Office of the Attorney General  
Date: 12/06/2024

**AMENDMENT NO. 1  
TO THE  
AGREEMENT BETWEEN  
WASHINGTON STATE UNIVERSITY  
AND  
MONTANA STATE UNIVERSITY AND THE BOARD OF REGENTS OF HIGHER  
EDUCATION OF THE MONTANA UNIVERSITY SYSTEM**

**THIS AMENDMENT NO. 1** (“Amendment No. 1”) is made and entered into by and between Washington State University (“WSU”), by and through its College of Veterinary Medicine (“CVM”), and Montana State University (“MSU”) and the Board of Regents of Higher Education of the Montana University System (“SYSTEM”).

**RECITALS**

**WHEREAS**, WSU and MSU and SYSTEM have previously entered into that certain Interlocal Agreement between Washington State University and Montana State University to Establish a Cooperative Program in Veterinary Medical Education, effective on or about January 7, 2014, (the “Agreement”) regarding the establishment of the Washington and Montana Cooperative Program in Veterinary Medical Education (“WM Program”). The Agreement outlines the ways and means by which MSU developed and conducts, in concert with WSU, the first year of the WM Program in Montana, in parallel with the first year of the WSU DVM Program.

**WHEREAS**, the Parties have been conducting the WM Program for approximately two years, during which time the American Veterinary Medical Association Council on Education (“Accreditor”) has asked for clarification of WSU CVM Dean oversight of teaching assignments for cooperative WM program faculty and the cooperative WM program Director.

**NOW, THEREFORE**, the Parties hereto agree as follows:

1. **Program Oversight Authority**. In order to better address joint WSU program authority with MSU in certain aspects of faculty hiring and the hiring, review and appointment of the MSU WM Program director, the existing Section VI of the Agreement shall be deleted in its entirety and the following shall be substituted in its place:

VI. Faculty

The local WSU and MSU WM Program administrations will be responsible for hiring their respective faculty, evaluating their teaching and scholarly performance and taking action as required with regard to all personnel matters relating to faculty under local WSU or MSU supervision who participate in the WM Program. Such responsibilities include termination, tenure decisions, promotions, salary adjustments and similar matters related to teaching and scholarly responsibilities. Employment, evaluations, and other personnel matters relating to such faculty or other employees shall be conducted under the supervision and rules of the respective governing boards and the established policies and procedures of WSU and MSU.

However, in order to ensure that qualified faculty are assigned to teach the DVM students in the cooperative WM Program at MSU, the MSU WM Program director, the relevant academic department at MSU, the relevant academic department at the WSU CVM, and the Dean's office at the WSU CVM will cooperate, consult, and agree on the assigned faculty. In addition, the local responsibilities of WSU and MSU over matters relating to their faculty notwithstanding, WSU and MSU WM Program administrators agree that the Dean or designee at WSU CVM will be

advised, consulted and involved, as appropriate, when faculty search processes are conducted and a hire is made at MSU. MSU WM program administration will consult with the WSU Dean or designee on how WM faculty job descriptions are written, how the MSU search is progressing, and who is hired. Where possible, a WSU faculty member from the appropriate department or school will be appointed to serve on the MSU WM faculty search committees. Where possible and with mutual interest, MSU WM faculty can be appointed to serve on WSU CVM faculty search committees. Selection and periodic performance review of the MSU WM Program director will be joint functions of the MSU College of Agriculture and the WSU CVM. A performance review of any WM teaching faculty member will be provided upon the request of the WSU CVM Dean or the MSU WM Program administrator. WSU and MSU WM Program administrators agree on uniformity and consistency in student evaluations of MSU and WSU teaching faculty. MSU WM Program Faculty will be part of the established WSU CVM peer review of teaching process, student evaluation, and other faculty and course assessment processes as they exist and evolve.

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2. **Other Terms and Conditions Unchanged.** Apart from the previous modifications, the Agreement remains unchanged and in full force and effect. This Amendment No. 1 shall be effective on the last date signed below and shall be attached to the Agreement.

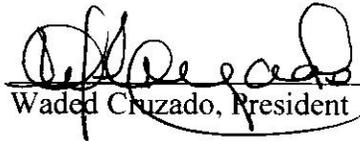
**WASHINGTON STATE UNIVERSITY**

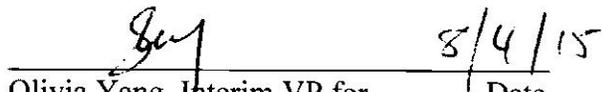
**MONTANA STATE UNIVERSITY**

Approved by:

Approved by:

  
Daniel Bernardo, Interim President      8/5/15      Date

  
Waded Cruzado, President      July 20, 2015      Date

  
Olivia Yang, Interim VP for Finance and Administration and AVP for Facilities Services      8/4/15      Date

  
Clayton Christian, Commissioner of Higher Education      7/23/15      Date

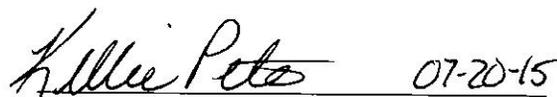
Recommended by:

  
Bryan K. Slinker, Dean College of Veterinary Medicine      7-27-15      Date

Approved as to Form:

Approved as to Form:

  
Sherry Gordon, Senior Counsel, Attorney General      7-31-15      Date

  
Kellie Peterson, Legal Counsel      07-20-15      Date

**AN INTERLOCAL AGREEMENT BETWEEN**

**WASHINGTON STATE UNIVERSITY**

**AND**

**MONTANA STATE UNIVERSITY AND THE BOARD OF REGENTS OF  
HIGHER EDUCATION OF THE MONTANA UNIVERSITY SYSTEM**

**TO ESTABLISH A**

**COOPERATIVE PROGRAM IN VETERINARY MEDICAL EDUCATION**

This AGREEMENT (the "Agreement") is made and entered into by and between WASHINGTON STATE UNIVERSITY, an institution of higher education and an agency of the state of Washington, hereinafter referred to as "WSU," and MONTANA STATE UNIVERSITY, an institution of higher education, hereinafter referred to as "MSU" and the BOARD OF REGENTS OF HIGHER EDUCATION OF THE MONTANA UNIVERSITY SYSTEM, an agency of the state of Montana, hereinafter referred to as "SYSTEM," for the purpose of creating the Washington and Montana Cooperative Program in Veterinary Medical Education, hereinafter referred to as the "WM" or "WM Program." WSU, MSU and SYSTEM may be individually referred to herein as a "Party" or collectively as the "Parties."

### Recitals

WHEREAS, WSU, MSU and SYSTEM wish to cooperate by equitably combining resources in order to provide a diverse and high quality educational experience that will result from the additional facilities, instructional program, animal resources, and other attributes now present in their respective states.

WHEREAS, the parties wish to minimize duplication in costs of new facilities that would be required to develop a separate four-year DVM instructional program in Montana by utilizing the teaching facilities and professional personnel in Montana at Montana State University ("MSU") for the first year of the WM Program, and then utilize the teaching facilities and professional personnel and resources at WSU and its existing network of educational partners for the final three years of the WM Program.

WHEREAS, the following benefits to each Party are anticipated as a result of the regional WM Program:

- a) Assurance that the curriculum leading to the DVM degree prepares veterinarians with the quality educational background required to meet the demands for veterinary services in each state.
- b) A broader base of support for a program of veterinary medical education, making possible greater regional cooperation in research and service and facilitating regional and federal support.
- c) Assurance of predictable and increased access to education in veterinary medicine for students in Montana.
- d) Increased services for animal industries and public health that result from a program, school, or college of veterinary medicine.
- e) Expenditure within Montana of a significant portion of the funds allocated for the WM Program by that state.
- f) Increased efficiency through the joint use of facilities, faculty and educational resources that are located in each state.

- g) Greater clinical exposure for students to the various aspects of veterinary medicine because of the availability of diverse and increased clinical resources.

WHEREAS, WSU, MSU and SYSTEM seek to establish the WM Program in order to improve the ability of each Party to meet the needs outlined above and to promote the most efficient use of the resources available at each institution.

WHEREAS, the Parties recognize that the activities pursuant to this Agreement represent, in many respects, pioneering efforts in interstate and inter-institutional cooperation and that modifications or amendments to this Agreement may be necessary as the WM Program evolves.

WHEREAS, the Regents of the Montana University System of Higher Education authorized the establishment of a Cooperative Program in Veterinary Medical Education between MSU and WSU contingent upon funding at its September 19-20, 2012 meeting.

WHEREAS, the Regents of WSU reviewed this Agreement as an information item at their meeting held September 18-19, 2012.

NOW, THEREFORE, it is agreed as follows:

I. Establishment of the WM Program

WSU, MSU and SYSTEM hereby agree to establish the WM Program in accordance with the terms of this Agreement and consistent with the Montana Board of Regents approved program proposal (document can be found at [http://www.SYSTEM.edu/board/meetings/2012/Sept2012/ARSA/156-2004-C0812\\_a1.pdf](http://www.SYSTEM.edu/board/meetings/2012/Sept2012/ARSA/156-2004-C0812_a1.pdf) ; approval confirmation can be found at [http://SYSTEM.edu/board/meetings/2012/Nov2012/MINUTES\\_BOR9-19-20,2012FINAL.pdf](http://SYSTEM.edu/board/meetings/2012/Nov2012/MINUTES_BOR9-19-20,2012FINAL.pdf)).

II. Purpose

This Agreement provides the ways and means by which WSU, MSU and SYSTEM will develop and conduct the WM Program, which shall be an affiliation between WSU, MSU and SYSTEM to achieve a more efficient use of educational, research and service resources available in the two states for veterinary medical education.

MSU will develop and conduct, in concert with WSU, the first year of the WM Program in Montana, in parallel with the first year of the WSU DVM Program. Subsequently, WSU, MSU and SYSTEM will cooperate to provide up to ten (10) WM program students, who are Montana residents, with access to enrollment in the 2<sup>nd</sup> year of the WSU DVM Program at WSU. Upon satisfactory completion of the 2<sup>nd</sup> year curriculum, these students will progress into the 3<sup>rd</sup> year of the WSU DVM Program. Upon satisfactory completion of the 3<sup>rd</sup> year curriculum, these students will progress into the 4<sup>th</sup> year of the WSU DVM Program.

III. Obligations of the Parties – Availability of Funds

The Parties recognize that the obligations of each pursuant to this Agreement are subject to the availability of funds provided therefore by legislative and funding allocation authorities

of each state. In the event the State of Montana fails to provide adequate funds to maintain the agreed financial support level in accordance with the terms of Article VII herein, the agreed-upon number of admitted MSU WM Program students to the WSU DVM Program will be either reduced proportionately, or this Agreement may be terminated by either Party pursuant to Article XII of this Agreement.

#### IV. Administration of the Program

A. The WSU Board of Regents is the governing body of the WSU College of Veterinary Medicine ("CVM") and has delegated responsibility to the WSU President or designated appointee for administrative matters pertaining to the WM Program.

Montana University System Board of Regents is the governing body of the MSU College of Agriculture and has delegated responsibilities to the MSU President or designated appointee for administrative matters pertaining to the WM Program, in cooperation with the administration of the WSU CVM Dean's Office.

The WM Program at MSU will be accredited as part of WSU CVM's accreditation. WSU will continue as an officially recognized free-standing College of Veterinary Medicine by the American Veterinary Medical Association's Council on Education (hereinafter referred to as the "Accreditor"). The WSU CVM, in cooperation with the WM Program at MSU, will work with the Accreditor to address any accreditation issues that may result from implementing the WM Program. Successful implementation of the WM Program for purposes of accreditation depends on MSU developing the 1<sup>st</sup> year curriculum of the WM Program at MSU in concert with WSU CVM, and MSU WM Program sponsored students receiving the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> years of the DVM educational program at WSU.

The Office of the Commissioner of Higher Education (OCHE) will certify the residency eligibility of students who make application to the program consistent with the Montana Board of Regents policy. Only certified Montana residents will be eligible for the reserved positions under this agreement. OCHE is designated as the fiscal agent for the Montana per student support fees authorized under this Agreement for the Montana resident WM Program students during years 2 through 4 of their DVM program at WSU. WSU CVM will provide OCHE with an annual accounting of the number, names, class level, enrollment status, and academic standing of the Montana WM Program students who occupy a reserved position in the WM Program. CVM will also provide a date of graduation and contact information for any Montana WM Program student who graduates from the program.

#### B. Committees:

Functions and compositions of committees that serve the WM Program will be determined by approved WSU CVM bylaws.

A separate MSU WM Program Admissions Committee will work with the WSU CVM Director of Admissions and the WSU CVM Admissions Committee to establish the most efficient staffing mechanism for processing Montana student applications. Admission of the students into the MSU portion of the WM Program will be in accord with the procedures outlined in Article VIII herein.

The WM Program will have a joint Curriculum Committee with MSU representation. The joint Curriculum Committee, working with the WSU CVM Dean's office and the WM Program faculty who contribute to DVM education jointly from both WSU and MSU ("WM Program Faculty") will have general oversight of the WM Program course content across the WSU and MSU sites.

MSU faculty will have representation on the WSU CVM Student Progress Committee. MSU students will be subject to the same academic standards as WSU students. MSU representatives on the Student Progress Committee will participate in discussions of all students.

The DVM Course Committees for 1<sup>st</sup>-year courses will be chaired by the Course Director of the WSU course. Membership on the Course Committees will consist of all faculty who teach in the course, whether at MSU or WSU.

All courses in the WM Program must be approved by majority vote of WM Program Faculty upon recommendation of the joint Curriculum Committee. Consideration for approval will include a review of the course content, course objectives, and qualifications of the proposed instructor by the curriculum committee, and the usual approvals according to established policies and procedures that govern faculty and academic programs on the respective campuses.

#### V. Facilities

WSU will provide office, classroom, laboratory, diagnostic and clinic facilities, library, and self-learning resource space on WSU Pullman campus and other sites that support the WM Program.

MSU will provide office, classroom, laboratory, diagnostic and clinic facilities, library, and access to self-learning resource space on the MSU campus needed to support the WM Program.

It is understood and agreed that no party shall be required to provide physical facilities in another state as part of its obligation under this Agreement.

#### VI. Faculty

The local WSU and MSU WM Program administrations will be responsible for hiring their respective faculty, evaluating their teaching and scholarly performance and taking action as required with regard to all personnel matters relating to faculty under local WSU or MSU supervision who participate in the WM Program. Such responsibilities include termination, tenure decisions, promotions, salary adjustments and similar matters related to teaching and scholarly responsibilities. Employment, evaluations, and other personnel matters relating to such faculty or other employees shall be conducted under the supervision and rules of the respective governing boards and the established policies and procedures of WSU and MSU. However, the local responsibilities of WSU and MSU over matters relating to their faculty notwithstanding, WSU and MSU WM Program administrators agree that the Dean or designee at WSU CVM will be advised, consulted and involved, as appropriate, when faculty search processes are conducted and a hire is made at MSU. MSU program administration will consult with the WSU Dean or

designee on how WM faculty job descriptions are written, how the MSU search is progressing, and who is hired. Where possible, a WSU faculty member from the appropriate department or school will be appointed to serve on the MSU WM faculty search committees. Where possible and with mutual interest, MSU WM faculty can be appointed to serve on WSU CVM faculty search committees. A performance review of any WM teaching faculty member will be provided upon the request of the WSU CVM Dean or the MSU WM Program administrator.

WSU and MSU WM Program administrators agree on uniformity and consistency in student evaluations of MSU and WSU teaching faculty. MSU WM Program Faculty will be part of the established WSU CVM peer review of teaching process, student evaluation, and other faculty and course assessment processes as they exist and evolve.

VII. Financial Responsibilities: Basis of Financial Support for WM Program in Veterinary Medical Education.

A. WSU and MSU are each responsible for their own facility, capital, and maintenance and operating costs of facilities.

B. The MSU WM Program support for year 1 of the DVM program at MSU will be at such a level as determined by MSU and Montana funding authorities, that will be judged by the Accreditor as sufficient to support a fully accredited component of the WSU DVM Program and be consistent with and comparable in content, scope, delivery and quality to the WSU DVM curriculum in year 1. Adequacy of this support will be determined in consultation with the Dean of the WSU CVM as informed by the Accreditor. This support level is not otherwise addressed in this Agreement.

C. The Office of the Commissioner of Higher Education (OCHE) is designated as the fiscal agent for the WM Program Montana resident student support fees to be paid by the State of Montana to WSU for the Montana students enrolled at WSU in years 2, 3 and 4 of the DVM curriculum. The Montana resident per student support fee is based on the FY11 WICHE per student support fee, which is \$29,100.

The base support fee amount will be adjusted by the percentage factor set forth in subparagraphs D and E from the year that the first group of MSU WM Program Montana resident students will enroll at WSU CVM. When fully implemented, 10 students will be enrolled in years 2, 3 and 4 of the DVM curriculum at WSU, but the parties recognize that occasional adjustments may be required due to student progress or other factors. However, Montana will provide support for only the number of eligible WM students certified under paragraph IV enrolled at WSU in any given semester, not to exceed 30 total students in any academic year.

D. The parties intend for the MSU WM Program to begin in FY15, with the first class of up to 10 MSU WM students attending year 1 of the program at MSU. FY16 will therefore mark the first year that MSU WM students will be enrolled at WSU as part of the WSU DVM Program. The MSU WM Program Montana resident per student annual support fee base amount in FY14 is \$30,882 and, per this Agreement, will be increased 2% per year through FY19. Montana will pay for those MSU WM students enrolled in the DVM program at WSU

not to exceed 30 student per year. Assuming full enrollment, the MSU WM Program support fees to be paid to WSU would be:

FY15	\$31,500 per student annual support fee	
FY16	\$32,129 per student annual support fee x 10 MSU WM students =	\$321,290
FY17	\$32,772 per student annual support fee x 20 MSU WM students =	\$655,440
FY18	\$33,427 per student annual support fee x 30 MSU WM students =	\$1,002,810
FY19	\$34,096 per student annual support fee x 30 MSUWM students =	\$1,022,880

E. For future years beginning in FY20 and beyond, the MSU WM Program Montana resident per student annual support fee will be increased each fiscal year by the forecasted annual percentage change in the U.S. Economic Forecast Implicit Price Deflator (IPD) – as per the guidance of the Washington State Office of Financial Management – as reported in January, 18 months prior to the beginning of the State of Montana biennium for which the support fee percentage increase will be effective.

F. MSU WM Program Montana resident students who continue in the program will enroll at WSU for their 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> years of the WSU DVM Program and be responsible for payment to WSU of the equivalent of the WSU DVM resident tuition and fees plus those mandatory WSU student fees that exist at the time of and during their enrollment at WSU. Montana resident students sponsored by MSU under the WM Program and this Agreement will not be permitted to establish Washington State residency during their enrollment in the WM Program for purposes of alleviating payments of the MSU WM Program Montana resident per student annual support fee.

G. MSU will not enter into any contract or agreement with another state or entity for the education of veterinary students from that state or entity through the WM Program without the written consent of WSU CVM.

H. WSU CVM will invoice OCHE for the WM Program resident student annual per student support fees (one-half each semester) at the beginning of each semester (by September 15 and February 15) based on the MSU WM Program students enrolled at WSU as of the 10<sup>th</sup> day of enrollment in the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> years of the DVM program. OCHE agrees to remit payment to WSU for the invoices by October 15 and March 15 of each academic year. MSU WM Program students are responsible for the payment of the WSU CVM tuition and fees and mandatory student fees per their WSU student registration fees billed by WSU Student Accounts as part of the WSU registration and enrollment process.

I. The Montana resident per student support fee is limited to a maximum period of three academic years per eligible student for years 2 through 4 of the WM Program at the WSU CVM. Students will not be supported for repeat classes or repeat periods of enrollment. Students are permitted leaves of absence from the WM program only upon written approval from the WSU CVM. The WSU CVM will notify the Commissioner of Higher Education when any student is approved for a leave. The Montana resident per student state support fee is not payable by Montana during approved leave of absence periods.

Montana will not be obligated to pay the full Montana resident per student support fee if MSU WM program sponsored students accept federal, state, or private scholarship support that pays full nonresident tuition and fees or full cost of attendance.

J. If MSU WM Program sponsored students enrolled at WSU in the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> years of the WSU DVM curriculum withdraw from the program or have a change in status, the WSU registration policies and procedures regarding refunds of tuition and fees and mandatory student fees will apply.

If the change in status or withdrawal from the program occurs at a date after which time tuition and fees are nonrefundable, WSU may keep the state support fee for that term. When the change in status or withdrawal from the program occurs at a date upon which a percentage of tuition and fees are refundable to the student, Montana will also receive a matching percentage refund of the per student support fee for the applicable term.

## VIII. Admissions and Students

Admission policies for the WM Program will be those of the WSU CVM when this Agreement goes into effect. Subsequent modification of admissions policies will be proposed by the joint WSU and MSU WM Program Admissions Committees in accordance with WSU CVM policies and procedures, and adopted by joint approval of the WSU MSU WM Program Faculty. Operating under these policies and under the direction of the WSU Director of Admissions, a separate MSU WM Program Admissions Committee will screen applications and make recommendations to the Dean of the WSU CVM, who has final decision-making authority regarding admission of MSU WM Program students.

Academic standards and essential requirements for all WSU and MSU students in the WM Program will be those of the WSU College of Veterinary Medicine at the time this Agreement becomes effective. Subsequent modification of academic standards and essential requirements will be proposed through the office of the WSU CVM Associate Dean for Student and Academic Affairs in accordance with WSU CVM policies and procedures, and adopted by joint approval of the WSU MSU WM Program Faculty. All WM Program students will be subject to the procedures of the joint WM Program Student Progress Committee in coordination with the WSU CVM Associate Dean for Student and Academic Affairs and the MSU local WM Program administrator.

## IX. Curriculum

### A. Courses

All courses of the WM curriculum must be approved by the joint Curriculum Committee, the WSU and MSU program administrators, and other appropriate WSU and/or MSU committees and administrators, in accordance with rules, regulations and WSU CVM bylaws that apply to WM Program curriculum matters at WSU and MSU. The curriculum at both sites must meet the standards of the fully accredited DVM program delivered at WSU, as determined by the Accreditor, and thus MSU courses must be consistent with and comparable in content, scope, delivery and quality to the WSU DVM curriculum in year 1. Adequacy of the joint WM

curriculum will be determined by the Dean of the WSU CVM and the Accreditor. For the WM Program, MSU will offer the first year of the DVM curriculum to the MSU WM Program students and WSU will provide the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> years of the DVM curriculum to the Montana WM Program students who will enroll at WSU following their successful completion of the first year of the WM Program at MSU. Some WM Program courses or course material for portions of year 1 may be delivered to MSU WM students by WSU faculty via distance education or web based education. Likewise, MSU faculty might deliver some WM Program courses or course material to WSU WM students via distance education or web based education. In each case, WSU and MSU WM faculty will jointly decide on the courses and course material that will be delivered inter-institutionally by these methods. WSU and MSU will negotiate a separate written agreement on the terms and amount of reimbursement for such effort. Separately, only WSU will offer the entire four-year DVM curriculum to Washington residents, Idaho-sponsored students, WICHE-sponsored students, and other non-resident students; in addition, only WSU and Utah State University jointly offer the entire four-year curriculum to Utah residents.

#### B. Review of the Curriculum

Curriculum development and assessment is the responsibility of the collective WSU and MSU WM Program Faculty under the guidance of the WSU Associate Dean for Student and Academic Affairs, the WSU Associate Dean for Teaching and Learning, the WSU Associate Dean for the Regional Program and the joint WM Program Curriculum Committee. As needed and directed, ad hoc faculty committees of the joint faculty and administration of the WSU and MSU WM Program will also be responsible for curriculum planning and assessment in the WM Program.

#### C. Graduate and Other Cooperative Programs

Programs leading to graduate degrees will not be considered a part of this Agreement. However, regional cooperation in research and graduate programs will be encouraged and members of the WSU and MSU Faculties may be appointed to the graduate faculty of the other institution according to existing policies and regulations of each institution.

Details concerning cooperative programs of research and service, education of non-DVM students and graduate students, and continuing education may be covered in separate agreements between WSU and MSU.

#### X. Awarding of Degrees

The degree of Doctor of Veterinary Medicine will be conferred on WM Program graduates by the Board of Regents of WSU as the accredited College of Veterinary Medicine.

#### XI. Student's Rights

As this Agreement affects the interest and welfare of the individual student, MSU shall advise each Montana student offered a reserved position of the terms and conditions of this Agreement, and when such student accepts a reserved position, he or she shall be deemed to compliance with all such terms and conditions.

A Montana resident offered and accepting a reserved position must maintain Montana residency for purposes of eligibility in the WM Program.

## XII. Termination

This agreement may be terminated by either party at any time providing that at least 120 days advance notice in writing is delivered to the other party, except that the agreement may not be terminated mid-semester. Although 120 days is the minimum notice requirement, parties should endeavor to provide at least 1 year's notice within the constraints of existing state laws and regulations.

In the event of termination by either Party, those students already admitted to the WM Program from Montana will be able to continue if WSU is compensated as provided in this Agreement. As to that compensation, if the State of Montana discontinues financial support for the Montana WM Program students who are admitted to WSU, those students would have the option to continue in the WSU DVM program under the condition that they pay the existing WSU DVM non-resident tuition and fees and mandatory student fees that exist for out of area students at that time and for the duration of their program.

## XIII. Non-Discrimination

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 and Montana. 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.

## XIV. Effective Date, Duration, and Filing Requirements

Copies of this Agreement shall be filed with the Whitman County Auditor, the Secretary of State of Washington, the Montana Board of Regents, the Montana Office of the Commissioner of Higher Education, and with the Office of Vice President for Finance & Administration at Montana State University prior to its entry into force. The Agreement shall be effective upon execution of the Parties, accomplishment of all filing requirements, and any approval required by law, and shall continue until terminated by either Party as provided for herein.

## XV. Notices

All notices, payments, requests, consents, approvals, or other communications which may be required under this contract shall be given as follows:

A. Washington State University  
College of Veterinary Medicine, Business & Finance Office  
P.O. Box 647010  
Pullman, WA 99164-7010

With Copy To:  
Office of Vice President for Business & Finance  
P.O. Box 641045  
Pullman, WA 99164-1045

B. Montana Board of Regents and  
Office of the Commissioner of Higher Education  
2500 Broadway Street  
PO Box 203201  
Helena, MT 59620-3201

With Copy To:  
Montana State University  
Office of Vice President for Administration & Finance  
P. O. Box 172440  
Bozeman, MT 59717-2440

XVI. Amendments

This Agreement may be amended by the mutual consent of the Parties, executed in writing by an authorized representative of each Party, and appended herewith.

XVII. Dispute Resolution

In the event that a dispute arises under this Agreement that the Parties cannot resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: each party to this Agreement shall appoint one member to the Dispute Panel, and the members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel.

XVIII. Hold Harmless

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.

XIX. Insurance/Tort Claims

WSU and its officers, employees, and agents, while acting in good faith within the scope

of their official WSU duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against WSU and its employees, officers, and agents in the performance of their official WSU duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130.

MSU and its officers, employees, and agents, while acting within the scope of their official MSU duties, are covered by the State of Montana's Self-Insurance Program and the Montana Governmental Immunity Act and successful claims against MSU and its employees, officers, and agents in the performance of their official MSU duties in good faith under this Agreement will be paid as allowed by law, Title 2, Chapter 9, Montana Code Annotated.

#### XX. 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 Party, 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.

#### XXI. Family Educational Rights in Privacy Act (FERPA)

Each Party agrees to comply with all applicable statutes and regulations governing privacy of student records, including, but not limited to, the requirements of FERPA (12 U.S.C. 1232g) and implementing regulations.

#### XXII. Force Majeure

In the event that the Parties' obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, explosion, sabotage, accident or other casualty, act of God, any law ordinance, rule or regulation which becomes effective after the date of this Agreement, or any other cause beyond the reasonable control of either Party, then the Parties shall be released from performance under this Agreement. Both Parties hereby waive any claim for damages or compensation for such delay or failure to perform, other than obligations incurred up to the date of such force majeure.

#### XXIII. 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 writing signed by an authorized representative of the Party and attached to this Agreement.

#### XXIV. Assignment

The rights and obligations of the Parties hereunder may not be assigned in whole or in part without the express prior written consent of the other Party.

#### XXV. 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.

#### XXVI. Independent Capacity

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

#### XXVII. Successors and Assigns

This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the Parties hereto.

#### XXVIII. Entire Agreement

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.

XXIX. Signatures

The Parties affirm they have designated the persons below to have signature authority for the Parties. By their signatures on this Agreement, the Parties agree to comply with all of its terms and conditions.

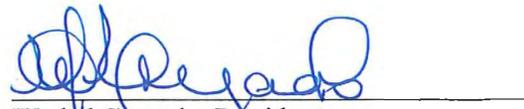
**WASHINGTON STATE UNIVERSITY**

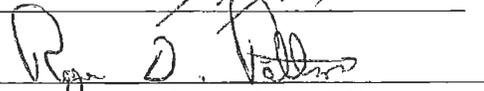
**MONTANA STATE UNIVERSITY**

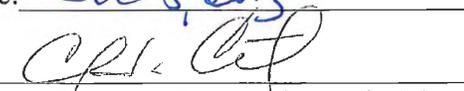
Approved by:

Approved by:

  
\_\_\_\_\_  
Daniel Bernardo, Interim Provost & Executive  
Vice President  
Date: 11/7/14

  
\_\_\_\_\_  
Waded Cruzado, President  
Date: Dec 5, 2013

  
\_\_\_\_\_  
Roger Patterson, VR for Business & Finance  
Date: 11/7/14

  
\_\_\_\_\_  
Clayton Christian, Commissioner of Higher  
Education  
Date: Dec 11, 2013

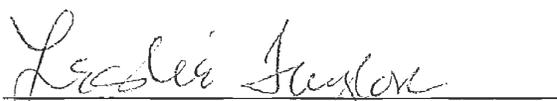
Recommended by:

  
\_\_\_\_\_  
Bryan K. Slinker, Dean  
College of Veterinary Medicine  
Date: 12-13-13

Approved as to Form:

Approved as to Form:

  
\_\_\_\_\_  
Danielle Hess, Senior Assistant  
Attorney General  
Date: 12/19/2013

  
\_\_\_\_\_  
Leslie Taylor, Legal Counsel  
Date: 12.4.13