



**DEGREE PATHWAYS PROGRAM AGREEMENT  
BETWEEN  
EVERETT COMMUNITY COLLEGE  
AND  
WASHINGTON STATE UNIVERSITY EVERETT**

This Degree Pathways Program Agreement is between Washington State University (“WSU”) by and through its Everett campus (“WSU Everett” or “University”) and Everett Community College (“EvCC”), hereinafter referred to as Party or Institution or collectively known as the Parties or Institutions. The Agreement is effective when executed by all Parties.

**1. PURPOSE AND GOALS**

**a. Purpose**

The Parties agree to provide access to a world-class educational experience leading to the successful completion of an associate’s and bachelor’s degree for undergraduate students attending both Institutions. This Agreement provides the framework to create and sustain an effective, student-centered Degree Pathways Program (“DPP”) while serving to benefit both Parties. The framework put forth in this Agreement can be expanded to meet future student and institutional needs.

**b. Goals**

- i. Eligible students will be jointly admitted to and eligible to enroll concurrently at both Institutions.
- ii. Create a seamless undergraduate experience for students that eliminates barriers to bachelor’s degree access.
- iii. Improve academic program articulation.
- iv. Improve student success and retention to degree completion.
- v. Use resources at both Institutions more efficiently and effectively.
- vi. Expand student options for college services and curriculum.
- vii. Increase enrollments at both Institutions.

**2. AGREEMENT OBLIGATIONS**

In exchange for mutual assurances and consideration contained herein, including Appendices A and B attached and incorporated herein, the Parties agree as follows to ensure successful and efficient operation of the DPP contemplated by this Agreement:

**a. Recruitment and Admissions**

- i. Recruitment of students will be the joint responsibility of each Institution.

- ii. DPP students will be admitted through the dual admission process using the Washington State University Freshman and Transfer Admission requirements. Students with an unweighted cumulative Grade Point Average (GPA) of 2.5 to 2.79 and on track for College Academic Distribution Requirements (CADR) compliance will go through WSU's holistic admissions officer review process. Students with a GPA of 2.8 or higher and on track for CADR compliance are eligible for assured admission to WSU Everett.
- iii. Admission deadline: Fall deadline August 1, Spring deadline November 1st - EvCC students applying after these deadlines will be considered for the following DPP deadline
- iv. Representatives from WSU Everett Student Services will conduct campus visits at EvCC at least once per quarter. EvCC and WSU Everett will each provide physical spaces and assist in promoting the campus visits targeted to distinct populations.
- v. The Parties agree to develop degree pathway maps that will be posted to each Institutions' websites. The maps will be reviewed annually to ensure continued accuracy.

**b. Tuition and Fees**

- i. EvCC tuition and fees will be assessed for EvCC courses, and WSU Everett tuition and fees will be assessed for WSU Everett courses according to the normal fee structure. Withdrawals and refunds will be handled by the Party that receives the tuition and fees in accordance with its policies and procedures.
- ii. Tuition will be assessed at resident or non-resident rates depending upon the residency classification of the student. Residency classification for EvCC courses will be based on criteria established by EvCC. Residency classification for WSU Everett courses will be based on criteria established by WSU.
- iii. Financial aid and scholarships will be available for qualified DPP students as described in section 2.f of this Agreement.
- iv. For DPP students taking classes only at EvCC, fees are assessed through the normal EvCC fee structure.
- v. For DPP students taking classes only at WSU Everett, WSU fees are assessed through the normal WSU fee structure.
- vi. DPP students taking classes at both Institutions will pay fees for each Institution according to each Institution's normal fee structure.

**c. Program Articulation and Advising**

- i. The management of the DPP and resulting articulation agreements between the Parties will be coordinated through a jointly funded dedicated transfer coordinator. The dedicated transfer coordinator will collaborate with Student Services at each Institution.
- ii. Academic advising will be the joint responsibility of the Parties. Each Party will identify and train academic advisors regarding the Agreement. This Section does not obligate the Parties to hire joint academic advisors.
- iii. Disputes or concerns relating to articulation, class content, chronology of content or course

scheduling will be resolved by the chief academic officers or their designees at each Institution, in consultation with the WSU Provost's Office. Disputes or concerns arising in the articulation process at one of the Institutions or the other will be resolved by direct consultation between the chief academic officers (or their designees) at each Institution.

- iv. The Parties will coordinate student advising through joint meetings of the advising center program staff as well as faculty advisors (if applicable) at each of the Institutions twice per calendar year. Both Parties will facilitate the development and maintenance of bachelor's degree pathways to guide students in course selection at both Institutions.
- v. Academic Advising will be available to DPP students at both Institutions.

#### **d. Registration**

- i. Students will register for courses through the registration process in place at each Institution. The dedicated transfer coordinator may assist students in this registration process.
- ii. The WSU Everett Registrar and the EvCC Office of the Registrar will be responsible for maintaining education records for DPP students for coursework taken at the respective Institutions.

#### **e. Data and Education Record Sharing**

- i. The Parties will work together to maintain and utilize electronic data interchange (EDI) information technologies.
- ii. Educational records will be shared between the Institutions on an as needed and authorized basis. For purposes of this Section and Agreement, each Institution is a "school official," as defined by the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, of the other Institution, with all rights, duties, and obligations available to school officials, including but not limited to obligations regarding the re-disclosure of education records.
- iii. Both Institutions' Institutional Research Offices will collaborate on sharing student enrollment and demographic data to conduct joint research on student success as agreed upon in a Data Sharing Agreement (Appendix A) attached hereto and incorporated herein by this reference.
- iv. DPP students will be coded and tracked in the student information systems at both Institutions.
- v. It will be the responsibility of both Parties to monitor and process students who fully transfer to WSU Everett prior to earning an Associate's Degree, to ensure DPP students receive their Associate's Degree once all requirements are met.

#### **f. Financial Aid and Scholarships**

- i. Financial aid will be available for eligible DPP students. Compliance information and end-of-term information will be shared between the Offices of Financial Aid at each Institution. The home institution will be designated according to each student's completed Consortium Agreement (Appendix B).
- ii. DPP students will receive financial aid through their "home institution," determined by federal

financial aid regulations and in accordance with the “Financial Aid Consortium Agreement,” attached and incorporated into this Agreement as Appendix B. The “home institution” is where the student is enrolled in the majority of their courses in that term.

- iii. Applications for WSU Everett and EvCC scholarships will be shared with DPP students that meet scholarship requirements.

**g. Student Services**

- i. DPP students will have access to student services at each Institution at which they are currently enrolled. Students will be encouraged to use services at their home Institution.
- ii. DPP students who are eligible to receive support and accommodations as the result of a documented disability may seek appropriate services for accessibility services at each Institution, and it is the student’s responsibility to contact each Institution’s accessibility services. Each Party reserves the right to coordinate the delivery of services with the other Institution. Each Party reserves the right to determine “reasonable classroom accommodations” specific to courses at that Institution.
- iii. Each Party will provide services to eligible students in accords with federal guidelines regarding service to U.S. military veterans. Each Institution reserves the right to coordinate the delivery of services to U.S. military veterans with the other Institution. A DPP student academic standing report will be shared with Veteran’s Affairs student advisors at each institution, every quarter (EvCC) and semester (WSU Everett).
- iv. The Institutions will design and offer shared co-curricular events and programming to foster student belonging in the DPP program.

**h. Student Academic Standing**

- i. To stay eligible at WSU Everett, a DPP student must enroll in at least 1 credit at WSU Everett each academic year. If a student does not meet this requirement, the DPP transfer coordinator will work with the student to reinstate their active status.
- ii. Each term, students can register for classes at EvCC only, at WSU Everett only, or at both EvCC and WSU Everett. Students are encouraged to work with their advisor(s) to plan each term of study.
- iii. EvCC students are expected to enroll for a minimum of 90 quarter credits at EvCC.
- ii. DPP students are expected to make satisfactory academic progress as defined at each Institution for the student’s specific program of study. Students are responsible for understanding “satisfactory academic progress” for their program.

**j. Marketing**

- i. Marketing departments from each Institution will coordinate the marketing and communication of the DPP. Marketing and public relations plans will be subject to bi-annual approval by both Institutions.

**k. Student Grievances, Conduct and Title IX**

- i. EvCC agrees that no complaint or grievance by a student solely against or solely involving WSU Everett, WSU System, and/or its administration, faculty, staff, services, or facilities will be addressed through EvCC's grievance procedures, and all such complaints or grievances will be referred to the appropriate WSU institutional grievance procedure. WSU Everett agrees that students will not be permitted to use WSU grievance procedures to pursue complaints solely involving EvCC.
- ii. DPP students will comply with the conduct standards and student in distress processes at both Institutions.
  - a) EvCC and WSU Everett reserve the right to intervene and to make decisions or take actions at their individual Institutions in cases of misconduct or extreme student distress, particularly when cases involve health or safety.
  - b) Students found in violation of conduct codes may receive sanctions from each Institution.
  - c) EvCC and WSU Everett reserve the option to decide that only one Institution will process a case of misconduct, but neither Institution shall make this decision for the other Institution.
  - d) EvCC and WSU Everett may consult with each other regarding jurisdiction regarding which Institution will process alleged violations of the conduct code.
  - e) Students who are ineligible to return to one Institution due to conduct violations may not be eligible to return to the other Institution.
  - f) Both Institutions commit to follow all laws and regulations concerning student conduct and students in distress, institutional removal, exclusion, and other sanctions.
  - g) 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. In the event of any litigation or other action brought to enforce the terms of this Agreement, each party shall bear its own fees and costs.

**3. MISCELLANEOUS**

- a. EvCC and WSU Everett will meet at least once each academic year to review the Agreement and revise items as deemed necessary by both Institutions.
- b. This Agreement may be modified or 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. Revisions must be publicly communicated to students, faculty, staff, and administration. Updates will be published on both Institution's websites.
- d. Leadership at both institutions will set expectation for faculty and staff to develop cooperative efforts related to the delivery of courses and support services.
- e. This Agreement shall not create any rights in any third parties, specifically any students participating in the DPP. WSU Everett and EvCC are the only parties to this Agreement.
- f. Neither Party can transfer or assign this agreement without the written consent of the other Party.
- g. This Agreement is subject to the laws of the State of Washington.

- h. If any section or language of this Agreement is deemed to be illegal or unenforceable by a court of competent jurisdiction, it will not affect the enforceability of the remainder of the Agreement.
- j. The Institutions agree to develop and implement procedures for managing the terms of this Agreement. Changes to procedures may only be made by mutual agreement of the responsible officers and must be made in writing and reflected in the DPP Procedures, dated, and published online.
- k. The Parties will be responsible for their respective obligations under federal and state law, including but not limited to Title IX of the Civil Rights Act of 1964 and the Cleary Act.
- l. A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.
- m. 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.

#### **4. GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order.

- A. applicable state and federal statutes and rules;
- B. any other provisions of the Agreement, including materials incorporated by reference.

#### **5. JOINT FINANCING AND ADMINISTRATION**

- a. No separate legal or administrative entity is created by this Agreement. The Institutions' primary Academic and Student Affairs Officers, or their designees are responsible for administering this Agreement and purchasing any needed property.
- b. Each party shall be responsible for one half of any expenses incurred under this agreement, with the exception of independently hired personnel or any attorney fees incurred as set forth in Section 2.k.ii.g of this Agreement.
- c. No real property may be acquired under this Agreement, and any personal property obtained under this Agreement will be considered to be owned by the Party that purchased any such personal property.
- d. Each Institution agrees to invest resources to support the success of the DPP. Each Institution will be responsible for their own incurred expenses.
- e. If shared resources or property are deemed necessary by the Institutions, an additional agreement will be negotiated.

- f. Upon termination of this Agreement, all property owned by each individual Party will be separated and disposed of by the Party having ownership of the property in accordance with each Parties applicable policies and procedures.

## 5. TERM AND TERMINATION

- a. This Agreement will remain effective for the initial term of the Agreement until and unless one or both Parties terminates this Agreement in accordance with this section. This Agreement may be terminated at any time by mutual written agreement.
- b. The initial term of the Agreement will be four (4) academic years, starting with Fall Term 2024.
- c. Prior to extending the initial term, the Parties will meet to determine if any mutually agreeable changes to the Agreement are necessary or advisable.
- d. Either Party may terminate this Agreement for convenience by giving written notice to the other Institution at least one year prior to the commencement of a new academic year, and the Parties shall be liable only for obligations incurred up to the date of such termination.
- e. Either Party may terminate this Agreement for cause. "For cause" shall mean the default of either Party in fulfilling any term or condition of this Agreement. Written notice of the default shall be provided by the non-defaulting Party, after receipt of which, the defaulting Party shall have thirty (30) days to cure such default. If the default is not cured, the non-defaulting Party may thereafter elect to terminate this Agreement upon written notice to the defaulting Party, such termination to be effective on the date of such written notice.
- f. In the event that this Agreement is terminated pursuant to this Section 5, any active students coded DPP will receive services from both Institutions collaboratively to complete their program. EvCC will continue to send transcripts for students coded as DPP participants during this time. WSU Everett will continue to update student transfer evaluations and the Financial Aid Consortium Agreement will be honored. Amendments to this Agreement may only be in writing and executed by a duly authorized representative of each Party. Amendments are only valid if they are executed by persons authorized to bind the Party in contract.

## 6. DISPUTES

In the event that a dispute arises under this Agreement that the parties can't 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. 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. There shall be no charge to the parties for these services of the Dispute Panel.

As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## 7. 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.

8. CONTRACT ADMINISTRATION

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Administrator for WSU Everett is:

Name: Erin Armstrong  
Title: AFO – Finance/Budget Manager  
Address: 915 N Broadway Everett WA 98201  
Telephone: 425-405-1718  
Fax Number: N/A

The Contract Administrator for EvCC is:

Name: Cathy Leaker  
Title: Vice President of Instruction  
Address: 2000 Tower Street Everett WA 98201  
Telephone: 425-388-9216  
Fax Number: N/A

9. 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 all of its terms and conditions.

WASHINGTON STATE UNIVERSITY EVERETT  
("WSU Everett")

EVERETT COMMUNITY COLLEGE  
("EvCC")

Recommended by:

Recommended by:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: Cathy Leaker  
Name: Cathy Leaker  
Title: VP of Instruction  
Date: 2-25-25

Recommended by:

Approved by:

By: [Signature]  
Name: Paul E. Pitre, Ph.D.  
Title: Chancellor, WSU Everett  
Date: 11-20-24

By: [Signature]  
Name: Chemene Crawford  
Title: President.  
Date: 2-24-25

Approved by:

By: [Signature]  
Name: Heather Davison  
Title: Contract Manager, PACS  
Date: 11/7/2024

Appendix A



**DEGREE PATHWAYS PROGRAM**

**DATA SHARING AGREEMENT**

**between**

**WASHINGTON STATE UNIVERSITY EVERETT (WSU Everett)**

**and**

**EVERETT COMMUNITY COLLEGE (EVCC)**

**1. Purpose**

- a. This agreement will provide student academic records between WSU Everett and EVCC on regular pre-agreed intervals for the duration of the Degree Pathways Program (DPP).
- b. This agreement is intended to facilitate the DPP between WSU Everett and EVCC and allow simplified transfer of student records between institutions.
- c. This agreement will formalize the data points and the process of sharing the data between WSU Everett and EVCC academic record systems.

**2. Duration**

- a. Respective units will meet annually to review the DPP agreement and DPP processes. This Data Sharing Agreement will be included in the review of these existing agreements.



### 3. Data Description

- a. Data Shared will include all student identifying information and academic records provided on an Official Transcript.
- b. Student Identifiable Information provided by WSU Everett Official Transcript
  - i. Full Name (First and Last)
  - ii. Address
  - iii. [Date of Birth]
  - iv. WSU Student ID Number
  - v. Credit counts from previous institutions
- c. Student Identifiable Information provided by EVCC Official Transcript
  - i. Full Name (First and Last)
  - ii. Address
  - iii. [Date of Birth]
  - iv. Everett Community College ID Number

### 4. Data Access

- a. Student Records will follow existing processes and access restrictions by WSU Everett and EVCC academic records systems.
- b. WSU Everett and EVCC individuals accessing data have completed all required FERPA training before gaining access to student records systems.
- c. EvCC Student Record data is restricted to these WSU Everett departments:
  - i. Registrar's Office
  - ii. Admissions
  - iii. Student Services
    - 1. Advisors
- d. WSU Student Record data is restricted to these EVCC departments:
  - i. Advising (Program and Entry)
  - ii. Financial Aid
  - iii. Institutional Research
  - iv. Deans (Instruction and Student Services)
  - v. Vice Presidents
  - vi. Bias Intervention Team (BIT)
  - vii. Student Housing



## 5. Data Security

- a. WSU data Security & Privacy Exhibit – 20210727
  - i. Exhibit A
  - ii. [FERPA Rights and Privacy \(wsu.edu\)](http://ferpa.em.wsu.edu) (ferpa.em.wsu.edu)
- b. EVCC Policy of Academic Records Security requirements
  - i. [EvCC Confidentiality and Right to Privacy Policy](#)
  - ii. [EVCC Disclosure of Confidential Information Policy](#)
  - iii. EVCC Student Handbook of Rights and Responsibilities (p. 17, 29), in the College catalog (p. 34-36) and on the [FERPA/Confidentiality](http://everettcc.edu/enrollment/ferpa/) (everettcc.edu/enrollment/ferpa/)
- c. The policies are compliant with the Federal Family Education Rights and Privacy Act (FERPA).
- d. Student records in compliance with Washington state records retention guidelines ([WAC 490-105-200](#))

## 6. Termination of Agreement

- a. In the event of a termination of the DPP between WSU Everett and EVCC, this Data Sharing Agreement will terminate in conjunction with the termination of the DPP agreed termination notice requirements.

## 7. Payment

- a. EVCC will send WSU Everett one official transcript free of charge at the completion of the student's associate degree for the DPP provided the student has no hold on their account at EVCC.
- b. WSU Everett will send EVCC official transcripts free of charge for each semester that a DPP student has registration resulting in an academic record, provided the student has no hold on their account at WSU Everett.



Washington State University Everett

Everett Community College

Campus Executive Authority

[Signature]  
Signature

[Signature]  
Signature

Paul E. Pitre  
Printed Name

Chemene Crawford  
Printed Name

Chancellor  
Title

President.  
Title

11-20-2023  
Date

2-24-2025  
Date

Information Owner

[Signature]  
Signature

[Signature]  
Signature

Matthew Zimmerman  
Printed Name

Maria Larsen  
Printed Name

University Registrar  
Title

Dean of Enrollment Services, Registrar  
Title

11/30/2023  
Date

Feb 24, 2025  
Date

Approved By:

[Signature] 11/7/2024

Heather Davison  
Contract Manager  
Procurement & Contract Services  
Washington State University

## **Data Security**

As used herein, the term “WSU” shall mean “Client” and the term “Vendor” shall mean “Everett Community College (EVCC)”. In this Agreement, the party receiving information is generically referred to as the “Receiving Party,” and the party disclosing the information is generically referred to as the “Disclosing Party.”

### ***a) Confidential Information Defined***

In performance of this Agreement, parties may directly or indirectly disclose confidential information, proprietary information, or confidential data (“Confidential Information”).

“Confidential Information” shall include any data and/or information that is identified by either party as confidential (either orally or in writing) or is of such a nature that a reasonable person would understand such information to be confidential, including, but not limited to: (1) personal information of customers, employees, students, and/or donors, including but not limited to, images, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, law enforcement records, educational records or other information identifiable to a specific individual that relates to any of these types of information (“Personal Information”); (2) business methods, plans, and practices, financial data, or customers lists; (3) trade secrets, inventions, methodologies, research plans, products, product plans, patent applications, and other proprietary rights, and any specifications, tools, computer programs, source code, object code, documentation, or technical information; or (4) any other proprietary information or data the Disclosing Party maintains in confidence.

Confidential Information shall not include information the Receiving Party can prove by clear and convincing written contemporaneous evidence is: (1) publicly known through no fault or negligence of the Receiving Party; (2) rightfully possessed by the Receiving Party prior to disclosure by the Disclosing Party; (3) rightfully obtained by the Receiving Party from a third party in lawful possession of such Confidential Information without obligation of confidentiality; (4) independently developed by the Receiving Party without reference to or use of Confidential Information; (5) required to be disclosed by law; or (6) necessary to disclose to prevent severe physical injury to or loss of life of an individual.

### ***b) Use and Non-Disclosure of Confidential Information; Exceptions***

Each party agrees to use the Confidential Information received from the other party only as expressly permitted in this Agreement or when reasonably necessary to perform the party’s duties under this Agreement so long as such disclosure is in accordance with applicable law. To the extent permitted by law, neither party will disclose to any third party the other party’s Confidential Information, in whole or in part, without the prior written consent of the party, or as provided for in this Agreement and in compliance with all applicable state and federal laws; provided however, Vendor may disclose Personal Information of WSU Students to third party with the written consent of that Student. Notwithstanding the foregoing, either party may

disclose the Confidential Information or portions thereof to their respective attorneys or accountants when seeking legal or financial advice.

Vendor specifically warrants and represents that except as otherwise permitted herein, it will not in any manner disclose, disseminate, copy, sell, resell, sublicense, transmit, assign, or otherwise make available any of WSU's Confidential Information to any third party without the prior written permission of WSU, and further warrants and represents that it will take all reasonable steps necessary to ensure that its authorized agents, employees, contractors or subcontractors having access to the Confidential Information shall not copy, disclose or transmit any of the Confidential Information, or any portion thereof, in any form, to a third party except as necessary to perform the Services under the Agreement.

Vendor acknowledges that WSU, as a state agency, is at all times subject to the Washington Public Records Act, RCW 42.56.010 et seq. as now existing or as amended. If WSU receives a public records request for this Agreement and/or for documents and/or materials provided to WSU under this Agreement, generally such information will be a public record and must be disclosed to the public records requester. However, WSU agrees to notify Vendor if it receives such a public records request and the date WSU plans to release the records. If Vendor fails to obtain a protective order from the applicable court prior to the time WSU releases the records to the public records requester, Vendor gives WSU full authority to release the records on the date specified, and Vendor understands it shall hold WSU harmless with respect to such disclosure.

***c) Obligations to Secure Confidential Information***

Vendor warrants and represents that it will implement the necessary industry-standard physical, electronic, and managerial safeguards to ensure the confidentiality, integrity, and availability of WSU Confidential Information, including but not limited to, the environment in which the WSU Confidential Information is stored, processed, and transmitted. Vendor further warrants and represents that such safeguards will in no event be less than the level of security Vendor uses to protect its own Confidential Information. Vendor shall require its contractors and subcontractors authorized to access WSU's Confidential Information pursuant to this Agreement to take similar industry-standard precautions in safeguarding the Confidential Information.

Vendor agrees to comply with all applicable state and federal statutes and regulations governing unauthorized access and disclosure of the Confidential Information including, but not limited to: (1) personally identifiable information from education records as defined in The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99), and regulations promulgated thereunder; (2) information that is subject to the security provisions of the Gramm-Leach-Bliley Act, 15 U.S.C., Subchapter 1, Sections 6801-6809 (Disclosure of Nonpublic Personal Information); (3) individually identifiable "personal health information" as defined in the Health Information Portability and Accountability Act ("HIPAA") regulations, 45 CFR Parts 160 and 164; and (4) the Washington State Office of the CIO ("OCIO") Standard No. 141.10 "Securing Information Technology Assets" (available at [https://ocio.wa.gov/sites/default/files/public/policies/141\\_10.docx](https://ocio.wa.gov/sites/default/files/public/policies/141_10.docx)) or comparable standard. Any transmission, storage, or transportation of WSU Confidential Information outside of the U.S.A. is prohibited without prior written authorization from the WSU.

Prior to execution of this Agreement and once per calendar year, Vendor will provide WSU with the most current SSAE 18 (SOC 1 Type 2 and SOC 2 Type 2) reports, Higher Education Cloud Vendor Assessment Tool (HECVAT), and/or comparable, 3<sup>rd</sup> party information security assessment report. WSU shall have the right, at its own expense and upon reasonable prior notice to Vendor, to review Vendor's security measures and information security program.

If Vendor will accept and process payment by credit cards or any other form of electronic payment on behalf of WSU pursuant to this Agreement, Vendor agrees to provide evidence of certification for the Payment Card Industries Data Security Standard ("PCI DSS"). Proof of compliance shall be provided to WSU by Vendor on an annual basis for the duration of this Agreement. WSU reserves the right to monitor, audit or investigate said certification. If Vendor fails to achieve or maintain PCI DSS compliant status, Vendor will cease the acceptance and processing of payment cards or any other form of electronic payment on behalf of WSU pursuant to this Agreement, as well as the acceptance of any other Confidential Data or other proprietary data on behalf of WSU.

***d) Obligations upon Breach of Security***

The Confidential Information, including any Personal Information, is subject to the provisions of RCW 19.255.010 and RCW 42.56.590 and Vendor will comply with those laws. Vendor will report to the WSU Chief Information Security Officer and CIO any breach of security resulting in the unauthorized disclosure, misappropriation or unauthorized access of WSU Confidential Information ("Breach"). Vendor will promptly investigate any Breach affecting WSU Confidential Information and take reasonable measures to identify the Breach's root cause(s), mitigate its effects, and prevent a recurrence. Unless prohibited by law, Vendor will provide WSU with a detailed description of the Breach, the type of data that was the subject of the incident, the identity of each affected person, and other information WSU may reasonably request concerning the affected persons. The parties agree to coordinate in good faith on developing the content of any related public statements or any required notices for the affected persons. If a data compromise and/or identity theft occurs and is found to be the result of Vendor's non-compliance with the obligations to secure WSU Confidential Information, Vendor will assume complete responsibility for customer notification, and be liable for all associated costs incurred by WSU in responding to or recovering from that Breach.

***e) Survival of Obligations***

The obligation to maintain the confidentiality of the Confidential Information received by the other party will survive termination or expiration of this Agreement and shall survive for a period of five (5) years thereafter. Except as otherwise set forth below, within sixty (60) days of the expiration or termination of this Agreement, Vendor shall, at Vendor's option: (1) certify to WSU that Vendor has destroyed all WSU Confidential Information in its possession; or (2) return all media containing all WSU Confidential Information to WSU; or (3) take whatever other steps WSU requires of Vendor to protect WSU's Confidential Information. WSU reserves the right to audit, or investigate the use of WSU Confidential Information collected, used, or acquired by Vendor or its employees, contractors or subcontractors pursuant to this Agreement. Any costs of such audit or investigation are the sole responsibility of WSU.



**KEY TERMS:**

**Consortium Agreement:** a written agreement that allows students enrolled simultaneously at two schools receive academic credit toward their degree or certificate AND is offered student financial aid, usually at the Home School, based on the total hours of enrollment at both schools.

**Home School:** The school where the student is enrolled and will earn a degree.

**Host School:** The school where the student will complete part of their program requirements through a consortium agreement.

**Consortium Agreement Terms and Conditions:** Read and keep a copy for your records.

Washington State University (WSU) students who plan to concurrently enroll at a **Host School** during a term may use this form to document course work and costs at the Host School. Under this agreement, WSU will act as the **Home School** (the school administering financial aid and awarding your degree). **Only the Home School may disburse financial aid for the term.**

1. WSU will disburse financial aid, monitor Satisfactory Academic Progress (SAP), and report enrollment to the National Student Clearinghouse. Only the Home School may disburse financial aid for the term. WSU will not process agreements with clock-hour Schools. See SAP requirements: <https://financialaid.wsu.edu/sap-requirements/>
2. You must submit an unofficial transcript from the Host School at the end of the term to WSU SFS. We will hold financial aid for future terms until we receive an unofficial transcript. You must also send an Official Transcript to WSU Admissions.
3. You are responsible for reporting enrollment changes at WSU and the Host School during the term. If you drop or withdraw from courses at your Host School, you must submit an official receipt of your dropped courses to your consortium liaison at WSU. Please be aware that dropping or withdrawing from classes in your consortium agreement may affect your SAP. You may only completely withdraw from a consortium agreement twice. If you drop all courses at both Schools, WSU will perform a Return of Title IV funds calculation and may return funds to the federal government. This could result in a bill on your student account.
4. Financial aid will be disbursed according to the WSU disbursement schedule. Consortium agreements can cause a delay in disbursements, so plan accordingly.
5. You are responsible for paying tuition, fees, and other charges at the Host School. Funds are not transferred from one school to another; the student is responsible for payment of all charges at the Host Institution.
6. You understand that you are authorizing WSU and the Host School to share information about your educational records.
7. WSU Student Financial Services can only accept consortium agreement forms through the fifth week of classes for fall semester. Spring semester consortiums will warrant an exception to the census date if the student is not able to enroll in spring quarter classes at their Host school until after this point. Check with your Consortium Campus Liaison for more details.
8. Consortium Agreements are not permitted for WSU Summer term. Unless approved by appeal due to extenuating circumstances.

**Students must attach the following to their Consortium Agreement Form:**

- Proof of Enrollment:** a screenshot showing your enrollment at your HOST School. Please make sure the screenshot shows your name and the name of the class(es) and the HOST School's name.
- Itemized Account Summary or Billing Statement:** A screenshot of the itemized costs you have at your HOST School for this term including your name and the name of the HOST School.

**Eligibility Requirements:**

- Student must be degree-seeking.
- The student cannot take the course(s) at WSU because WSU does not offer the course at all or does not offer it in the term or at a time the student needs to take it to stay on track for their degree.
- Submitted a FASFA for 24-25
  - Student must be receiving State or Federal Grants, or Federal Loans at WSU.
  - Occasionally we can make an exception through a Professional Judgement process to allow a student to receive a scholarship if donor requires full time enrollment.
- Student must be enrolled in 6 semester credits at WSU.
  - **You must be taking a minimum of 6 WSU credits for the entire term** to be eligible to receive and keep your financial aid awarded due to your Consortium Agreement. If you drop any courses, your financial aid could be returned, creating a balance on your student account.
- Student must enroll in 100 level coursework or higher.
- WSU Academic Advisor must certify that the coursework at the Host School is applicable to a student's WSU degree or financial aid eligible certificate.
- Host School's financial aid office must certify student's registration, tuition, & mandatory fees, and confirm financial aid is not disbursed at host school.



**Section 1: Student Information: To be completed by the student**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

HOME School: WASHINGTON STATE UNIVERSITY Campus: \_\_\_\_\_ WSU Student ID#: \_\_\_\_\_

HOST School: \_\_\_\_\_ Host School Student ID #: \_\_\_\_\_

WSU Term (one per consortium agreement):  Fall Semester 2024  Spring Semester 2025  Other (by exception only)

Host School Term:  Fall  Winter  Spring  Summer  2024  2025  Semester  Quarter  Other: \_\_\_\_\_

WSU Email: \_\_\_\_\_ Phone#: \_\_\_\_\_

I have read, and I understand the process, eligibility requirements and notices on page 1.

I have attached the following from my Host School:  Proof of Enrollment  Itemized Billing Statement

Student's signature \_\_\_\_\_ Date \_\_\_\_\_

**Section 2: WSU Academic Advisor information and approval: to be completed by the WSU Academic Advisor.**

WSU Semester credits \_\_\_\_\_ + HOST Semester credits \_\_\_\_\_ = Total Semester Credits \_\_\_\_\_  
(Minimum 6 credits at WSU) (calculate from quarters if needed)

**APPROVED ENROLLMENT AT HOST SCHOOL:**

| COURSE NAME/NUMBER | COURSE DESCRIPTIVE TITLE | COURSE START AND END DATES | COURSE CREDITS | SEMESTER CREDIT VALUE* |
|--------------------|--------------------------|----------------------------|----------------|------------------------|
|                    |                          |                            |                |                        |
|                    |                          |                            |                |                        |
|                    |                          |                            |                |                        |

Student's Degree & Major/Program: \_\_\_\_\_

**As the student's WSU Academic Advisor, I certify that:**

- The course(s) the student is enrolled in at the HOST School are applicable to the degree, either as a program requirement or as general education.
- The student cannot take the course at WSU due to a scheduling conflict, lack of offering this term, or at a time when the student is able to enroll. Allowing the student to take this course at the HOST school will allow the student to stay on schedule to graduate.
- The student has not previously earned credit for these courses, nor has the student transferred these courses to WSU.
- If the student has earned an AAOT, ASOT, or has over 120 lower division transfer credits, I certify that the student must take these courses at the Host school for the degree program at WSU.
- I have confirmed with the student that their current degree program is accurate in WSU's records.

WSU Academic Advisor signature: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_ Email Address \_\_\_\_\_

**1.5 QUARTER CREDITS = 1 SEMESTER CREDIT**

**QUARTER CREDITS TO SEMESTER CREDITS CALCULATION:** Divide Quarter credits by 1.5 to get Semester Credits

| QUARTER CREDITS  | 1    | 2    | 3 | 4    | 5    | 6 | 7    | 8    | 9 | 10   | 11   | 12 | 13   | 14   | 15 |
|------------------|------|------|---|------|------|---|------|------|---|------|------|----|------|------|----|
| SEMESTER CREDITS | 0.67 | 1.33 | 2 | 2.67 | 3.33 | 4 | 4.67 | 5.33 | 6 | 6.67 | 7.33 | 8  | 8.67 | 9.33 | 10 |

**Section 3: To be completed by HOST School Financial Aid Office**

- 1) By signing, the Host School: Confirms the host school is Title IV eligible and agrees they will NOT disburse financial aid to the student for the term listed.
- 2) The student's mandatory fees and tuition costs for the term at the HOST School: \$ \_\_\_\_\_  
- Include Housing and Food if student living on campus at the HOST School

HOST School Financial Aid Counselor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone #: \_\_\_\_\_

**Comments:**