



ENGAGEMENT AGREEMENT

This Engagement Agreement (the "Agreement") is effective as of the **12th day of August 2013** (the "Effective Date") by and between the National Association of Student Financial Aid Administrators ("NASFAA"), and the **Edmonds Community College** (the Institution).

WITNESSETH:

WHEREAS, NASFAA is a non-profit association of colleges, universities, career schools, and others dedicated to facilitating the effective administration of student financial aid programs;

WHEREAS, NASFAA and the Institution declare their commitment to the entire NASFAA Statement of Ethical Principles, and their resolve to eliminate fraud, waste, and abuse in the administration of student financial aid programs wherever it may be found;

WHEREAS, NASFAA has developed the Standards of Excellence Review Program ("the Program") to assess the overall quality of the financial aid administration of participating institutions;

WHEREAS, the Program involves a peer review of the Institution and its financial aid administration and is voluntary on the part of the Institution;

WHEREAS, the Institution has an existing program to administer financial aid to students and is interested in participating in the Program,

WHEREAS, the Institution is interested in retaining NASFAA to conduct a peer review of the Institution's student financial aid program in accordance with the Program; and

WHEREAS, NASFAA agrees to provide the peer review service to the Institution under the Program.

NOW THEREFORE, in consideration of the above recitals, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ENGAGEMENT

1.1 The Institution hereby retains NASFAA and NASFAA hereby agrees to hold itself available to render at the request of Institution, a peer review of the Institution's administration of its student financial aid program, including but not limited to, examination of the Institution's compliance with Title IV as well as the efficacy of the Institution's delivery of federal student financial aid. NASFAA agrees to provide these peer review services to the best of its ability, upon the terms and conditions hereinafter set forth.



2. TERM

2.1 The term of this Agreement shall begin as of the date of this Agreement and shall terminate once the review has been completed and the final report has been issued (usually within 105 business days of completion of the review). If a date for the Program review cannot be agreed upon prior to the end of the current fiscal year on June 30th, this Agreement shall be void.

3. COMPENSATION

3.1 As compensation for all services rendered by NASFAA under this Agreement, the Institution shall pay NASFAA a fee of **twenty-five thousand dollars (\$25,000)** payable in full upon execution of this Agreement, plus peer review travel expenses (see Article 3.2 below) payable in full upon completion of the on-site review.

3.2 The Institution shall reimburse NASFAA for all actual, reasonable and customary travel expenses (air travel by economy class, housing, meals and incidentals) incurred in connection with this Agreement. If the Institution changes or cancels the on-site review date, the Institution will reimburse NASFAA for all airline change and/or cancellation fees. Payment will be made within thirty (30) days of the Institution's receipt of NASFAA's statements setting forth such expenses, and the reimbursement rate will be at an amount in accordance with NASFAA's travel policy, incorporated into this Agreement as Exhibit A.

4. OBLIGATIONS OF NASFAA

4.1 NASFAA shall render, at a time designated by NASFAA and acceptable to the Institution, a peer review of the Institution's student financial aid program. NASFAA shall retain qualified independent contractors ("Peer Reviewers") to conduct a site visit and peer review of the Institution's Title IV programs. The scope of the peer review shall be limited to sample data provided by the Institution pursuant to Article 5 below. NASFAA shall be responsible for coordinating all peer reviews and site visits. The peer review shall be conducted in the spirit of NASFAA's and the Institution's mutual commitment to the entire NASFAA Statement of Ethical Principles, and the avoidance and elimination of any illegal activity, including but not limited to fraud, waste and abuse within federal student financial aid programs wherever it may be found. Both contracting parties shall take all actions required by law or regulation.

4.2 NASFAA's contractors shall provide a detailed draft and final report of the Peer Reviewers' observations ("Peer Review Report"), evaluating specifically, the Institution's compliance with Title IV of the Higher Education Act of 1965, as amended, the Institution's student financial aid delivery network, including but not limited to computer systems, automation, technology, human resources and facilities. The timing of these reports will be as follows: i) the draft Peer Review Report shall be provided to the Institution not later than forty (40) days after the site visit occurs; ii) the Institution has ten (10) days to submit comments to NASFAA; and iii) the final Peer Review Report shall be submitted to the Institution not later than twenty (20) days after comments from the Institution are received and reconciled. All



Peer Review Reports will be presented to the Institution; in no case, will NASFAA share copies of the reports with any party without explicit permission of the Institution.

5. OBLIGATIONS OF INSTITUTION

5.1 The Institution shall provide to NASFAA sufficient data for NASFAA to conduct a preliminary review of the Institution's financial aid delivery process. This data shall be provided by the Institution not later than two (2) weeks prior to the peer review. The data provided shall include, but not be limited to the following: i) the Institution's demographic data including, but not limited to enrollment data, Institutional type and control, annual reports, financial data, organizational charts, Institutional calendars, department calendars, web page addresses; ii) copies of federal compliance audits or reviews conducted within the last five (5) years; iii) fiscal operation reports; iv) the Institution's sampling capabilities; v) summary of hardware/software used by the Institution's financial aid and bursar's office; vi) policies regarding the administration of the delivery of federal financial aid; and vii) any other pertinent documents or data.

5.2 To facilitate the review, the Institution shall make personnel involved in the delivery of federal financial aid available for personal interviews during the peer reviewers' site visit. The Institution shall also permit access to any information, data or records deemed necessary by the peer reviewers to fulfill the scope and intent of the peer review.

5.3 The Institution consents to the release of data and information, required to fulfill this agreement, to the Peer Reviewers.

6. TERMINATION OF AGREEMENT

6.1 Either party may terminate this Agreement at any time by providing written notice to the other party.

6.2 Termination of this Agreement shall not release or discharge either party from any obligation, debt (such as airline expenses), or liability which shall have previously accrued and remains to be performed upon the date of termination. In addition, the institution shall be assessed a one thousand dollar (\$1,000) administrative cancellation fee.

7. CONFIDENTIAL INFORMATION

7.1 During the term of and following termination of this Agreement, NASFAA shall make a good faith effort to keep confidential any proprietary information regarding the Institution. All information which the Institution has a reasonable basis to consider proprietary, or which is reasonably treated by the Institution as being proprietary, shall be presumed to be proprietary. NASFAA shall make a good faith effort, comparable to the effort applied by NASFAA to prevent disclosure of NASFAA's proprietary



information, to prevent the disclosure of the Institution's proprietary information. NASFAA assumes no liability for any inadvertent disclosure of the Institution's proprietary information, and the Institution agrees to hold NASFAA harmless for any such disclosure. Upon termination of this Agreement, NASFAA agrees to return to the Institution, within fifteen (15) days of the termination date, all proprietary information of the Institution that is in NASFAA or the Peer Reviewers' possession including, without limitation, all documentation requested by NASFAA and/or provided by the Institution in accordance with paragraph 5 above.

7.2 The Institution authorizes NASFAA to include non-identifiable institutional data in empirical studies addressing the financial aid delivery system. The Institution understands the data provided will be used to develop national standards and benchmarks for financial aid administration. NASFAA agrees not to release any study results until sufficient peer reviews have been conducted in order to ensure the anonymity of the Institution.

7.3 Section 7.2 notwithstanding, NASFAA shall not appropriate for its own use, or to the use of any third party, or knowingly otherwise disclose, at any time during or subsequent to the term of this Agreement, any secret or confidential information of the Institution, whether or not developed by NASFAA, without prior written consent of the Institution.

7.4 The provisions of this Section 7, "Confidential Information," shall survive the termination or expiration of this Agreement.

8. NON-COMPETITION

8.1 The Institution shall not hire or enter into an agreement with any member of the peer review team to perform consultation or similar services resulting from this review for a period not less than three (3) years from the date the final Peer Review Report is submitted to the Institution.

9. DISPUTES

9.1 Any controversy or claim arising out of or relating to this Agreement or any breach thereof, including, without limitation, any claim that this Agreement or any portion thereof, is invalid, illegal or otherwise voidable, shall be submitted to a panel of three (3) to five (5) individuals designated by NASFAA. Decisions of this panel shall be final, and both parties to this Agreement agree to be bound by the panel's decision.

10. INDEPENDENT CONTRACTOR

10.1 In the performance of this Agreement, it is mutually understood and agreed that NASFAA and the peer reviewers shall at all times be deemed acting and performing as an independent contractor with, and not the employee of, the Institution, and no act, or failure to act by any party hereto shall be construed to make or render the other party its partner, joint venturer, employee or associate.



11. ASSIGNMENT

11.1 Except as otherwise provided herein, neither party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party; provided, however, that NASFAA may assign its rights and/or delegate its duties to an affiliate of NASFAA without the prior written consent of the Institution. Any unauthorized attempted assignment by either party shall be null and void and of no force or effect.

12. GOVERNING LAW

12.1 This Agreement shall be construed and governed by and under the laws of the District of Columbia.

13. NO THIRD PARTY BENEFICIARY

13.1 None of the provisions contained herein are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement.

14. INDEMNITY

14.1 Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement

15. NOTICES

15.1 All required notices or those which NASFAA or the Institution may desire to give may be delivered to the other party at the following addresses:

Edmonds Community College

Institution Address: _____

Institutional Contact: _____

NASFAA
Standards of Excellence Review Program
1101 Connecticut Ave., NW, Suite 1100
Washington D.C. 20036



The addresses herein given for notices may be changed at any time by either party. Certified mail shall be conclusive evidence of delivery.

16. NON-WAIVER

16.1 The waiver by either party of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. The subsequent acceptance of performance hereunder by a party shall not be deemed to be a waiver of any preceding breach by the other party.

17. SEVERABILITY

17.1 In the event that any provision or part of any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining parts or provisions of this Agreement which shall continue in full force and effect.

18. ADDITIONAL DOCUMENTS

18.1 NASFAA's Statement of Good Practices is included as Exhibit B.

18.2 Each of the parties hereto agrees to execute any document or documents that may be requested from time to time by the other party to implement or complete such party's obligations pursuant to this Agreement and otherwise to cooperate fully with such other party in connection with the performance of such party's obligations under this Agreement.

19. COUNTERPARTS

19.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one and the same Agreement.

20. PARAGRAPH HEADINGS

20.1 The paragraph headings contained herein are for the convenience of the parties only, and shall not for any purpose whatsoever be deemed a part of this Agreement.

21. ENTIRE AGREEMENT; AMENDMENTS

21.1 There are no other agreements or understandings, written or oral, between the parties, regarding the services to be provided by NASFAA and the Peer Reviewers under this Agreement other than as set forth herein. This Agreement shall not be modified or amended except by a written document executed by both parties to this Agreement, and such written modification shall be attached hereto.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date(s) indicated below.

National Association of Student Financial Aid Administrators

By: _____ Date: _____
Mindy Eline, Vice President

Edmonds Community College

By: _____ Date: _____
Signature of Authorized Individual

Name: _____
Please print or type

Title: _____
Please print or type



EXHIBIT A
NASFAA's Peer Reviewer Expense Policy

The following guidelines govern Peer Reviewer expenses. Claims should be filed within **two (2) weeks** of the site visit or meeting and should be sent to:

NASFAA
Standards of Excellence Review Program
1101 Connecticut Avenue NW, Suite 1100
Washington DC 20036-4303

General – Expenses associated with Peer Reviewer activities must be filed on the Peer Reviewer expense form, which must be accompanied by required receipts including airline tickets, hotel bills, taxis, parking, meals, etc. Travel claims should be filed within two weeks of a site visit or meeting.

Transportation-Airline – Peer Reviewers are asked to make flight reservations as soon as site visit dates are confirmed to obtain the lowest airfares. If the Institution has to change or cancel a review date, the Institution will cover the penalty costs involved. When traveling by air, individuals shall travel coach class except in those cases when scheduling difficulties or other considerations make first class travel necessary. Exceptions for first class travel must be approved in advance by the Standards of Excellence Program Administrator.

If the peer reviewer would like for NASFAA to pay for and make the airline reservation, the reviewer must complete the Standards of Excellence Travel Form and submit it to the Team Lead at least four weeks prior to the review. The peer reviewer should still list the amount of the fare on the travel expense form under the Transportation heading and then listed as "less advances or expenses billed directly to NASFAA". This amount is then deducted from the Total Amount Claimed when totaling the amount to be requested.

Automobile – Reimbursement for the use of a private automobile will not exceed the amount allowed by the IRS, currently 55.5 cents per mile. Normally, this reimbursement should not exceed the cost of coach airfare. In circumstances when the use of a car is preferred for personal reasons, reimbursement for mileage will be limited to the above.

Rental Car – Use of a rental car must be approved by the Standards of Excellence Program Administrator in advance of its use.

Taxi or Ferry – Ground transportation costs to and from the institution or meeting and lodging facilities shall be approved, provided they are reasonable. All transportation costs must be supported by receipts. If parking charges are incurred, receipts must be submitted for charges in excess of \$3.



Hotel Accommodations – NASFAA, the team lead, or the retaining institution will make hotel arrangements for peer reviewers. Reservations will generally be made for the night proceeding the days of the review. If additional nights are required, or if individual plans change, members are required to contact the designated person as soon as possible to avoid paying for unused rooms.

Meals – NASFAA’s adheres to the [Domestic Per Diem Rates](#) as specified by the U.S. General Services Administration (GSA). NASFAA encourages the Team Leader to use the NASFAA credit card to pay for meals. However, peer reviewers who pay for a group meal will be reimbursed at the appropriate per diem rate. For restaurant meals, please submit both the itemized receipt (reflecting number of guests and itemized food/drink) and credit card payment slips, per IRS rules.

Tips – Reasonable tips to hotel and transportation personnel will be reimbursed. Tips for meals should be included in the costs of meals.

Telephone Calls – One reasonable length call home daily may be claimed. Please do not make these calls from hotel rooms unless you are using a credit card.

Reimbursement Of Special Expenses Of Team Leaders – Team leaders may encounter some additional expenses in coordinating the site visit. Expenses for telephone calls to make arrangements for the visit and postage are examples of expenses the team leader may have. The team leader may use the NASFAA credit card for these expenses or include these expenses on his or her request for reimbursement. In either case, written receipts are required. Team Leads should also include the team lead fee on their travel form. Please note: every use of the NASFAA credit card must be supported by written receipts.

Miscellaneous Expenses – Any miscellaneous expenses above the \$3 allowance must be supported by receipts and itemized on the Travel Expense Claim Form.

Alcoholic Beverages – Costs for alcoholic beverages are a personal expense and are not reimbursable.



EXHIBIT B
NASFAA's Statement of Ethical Principles

The primary goal of the financial aid professional is to help students achieve their educational potential by providing appropriate financial resources. To this end, this Statement provides the Financial Aid Professional with a set of principles that serves as a common foundation for accepted standards of conduct.

The Financial Aid Professional shall:

- Be committed to removing financial barriers for those who wish to pursue postsecondary learning.
- Make every effort to assist students with financial need.
- Be aware of the issues affecting students and advocate their interests at the institutional, state, and federal levels.
- Support efforts to encourage students, as early as the elementary grades, to aspire to and plan for education beyond high school.
- Educate students and families through quality consumer information.
- Respect the dignity and protect the privacy of students, and assure the confidentiality of student records and personal circumstances.
- Ensure equity by applying all need analysis formulas consistently across the institution's full population of student financial aid applicants.
- Provide services that do not discriminate on the basis of race, gender, ethnicity, sexual orientation, religion, disability, age, or economic status.
- Recognize the need for professional development and continuing education opportunities.
- Promote the free expression of ideas and opinions, and foster respect for diverse viewpoints within the profession.
- Commit to the highest level of ethical behavior and refrain from conflict of interest or the perception thereof.
- Maintain the highest level of professionalism, reflecting a commitment to the goals of the National Association of Student Financial Aid Administrators.