

LITIGATION AGREEMENT

This is an agreement (“ Agreement”) between _____ [name of Institution] (the “Institution”), _____ [name(s) of all person(s) filing the complainant (“Complainant”) and the Accrediting Commission for Senior Colleges and Universities, Western Association of Schools and Colleges (“WASC”).

RECITALS

1. WASC has a Complaint Policy (the “Complaint Policy”), available to the public on its Webpage, which provides a process whereby persons may file complaints against member educational institutions.
2. If the complaint satisfies certain criteria described in the Complaint Policy, WASC will investigate the complaint.
3. The Complaint Policy does not ordinarily investigate a complaint if the complainant and the institution are involved in litigation concerning the subject matter of the complaint..
4. WASC’s Complaint Policy permits WASC to proceed with the investigation of a complaint, notwithstanding pending litigation, if an institution and a complainant have signed an agreement that satisfies the terms and conditions of this Agreement.
5. This exception to the general policy against investigating complaints of matters in litigation applies only when:
 - a. the Complainant has filed a complaint (the “Complaint”) against the Institution and the subject matter of the Complaint at issue in the pending litigation (the “Litigation”) is the same as the subject matter of the complaint pending between the Complainant and Institution.
 - b. Notwithstanding such litigation, the Complainant and the Institution desire for WASC to proceed with its review and investigation of the Complaint;

AGREEMENT

1. The Institution agrees that it will not subpoena or otherwise request, in the course of the Litigation, any records, including records in written or in electronic form, generated by WASC, its agents, or its employees, including any persons acting on a volunteer basis for WASC, which records are in any way related to WASC’s review, investigation, or evaluation of the Complaint.
2. The Institution agrees that it will not, in the course of the Litigation, subpoena to testify at a deposition or at trial, or otherwise contact, any person employed by WASC or any person who was otherwise involved on WASC’s behalf in the review, investigation or evaluation of the Complaint.
3. The Complainant agrees that he or she will not subpoena or otherwise request, in the course of the Litigation, any records, including any records in written or in electronic form, generated by WASC, its agents, or its employees, including any persons acting on a volunteer basis for WASC, that are in any way related to WASC’s review,

investigation, or evaluation of the Complaint.

4. The Complainant agrees that he or she will not, in the course of the Litigation, subpoena to testify at a deposition or at trial, or otherwise contact, any person, employed by WASC or otherwise involved on WASC's behalf in the review, investigation, or evaluation of the Complaint.
5. The Complainant and the Institution agree to cooperate fully with all WASC requests for information and data requested regarding the Complaint, regardless of whether such information may bear on any issue involved in the Litigation. The Complainant and the Institution understand that, in the event this section 5 is breached, WASC will immediately cease its review of the Complaint.
6. So long as the Complainant and Institution fully comply with their promises in this Agreement, WASC agrees to consider the issues raised in the Complaint without regard to whether there is pending litigation that bears on issues raised in the Complaint. WASC is not hereby agreeing that the Complaint otherwise satisfies its criteria, as contained in its Complaint Policy, for proceeding with an investigation and review. Accordingly, the Complainant and the Institution understand that, notwithstanding their execution of this Agreement, it is possible that WASC will nevertheless decide not to review or investigate the Complaint on the grounds that it fails to satisfy one or more of the other criteria contained in the Complaint Policy.
7. The Complainant and the Institution agree that damages would be an inadequate remedy for WASC in the event any of the provisions of Sections 1, 2, 3 or 4 of this Agreement are breached either by the Complainant or by the Institution. Accordingly, the Complainant and the Institution each agree that WASC will be entitled to a court order and judgment awarding specific performance and/or mandatory injunctive relief against the breaching party or parties in the event that any of the parties' obligations under Sections 1, 2, 3, or 4 are breached. Such award shall be in addition to any damages to which WASC would otherwise be entitled. In addition, the Complainant and the Institution agree that WASC will be entitled to court costs and reasonable attorneys fees from the breaching party in any litigation brought arising out of the breach of any of the provisions of this Agreement.
8. This Agreement shall become effective on the date it is executed by WASC as indicated below.
9. The Institution warrants the person signing on its behalf has full authority to bind the institution to the terms and conditions of this Agreement.

10. The Complainant states, under penalty of perjury as follows: (1) that he or she is over 18 years of age; (2) a resident of the County of _____, (3) is the same person who has filed the Complaint, referred to in this Agreement, against the Institution; and (4) has had this Agreement reviewed by an attorney on Complainant's behalf whose name and address is as follows: _____,
_____.

Institution:

Signed: _____

[Print name and position of Institution's Representative]

Date: _____

Complainant:

Signed _____

Print name of Complainant

Date: _____

Address of Complainant:

Street Address

City and State and zip code

[In the event there are additional Complainants, modify this form to include a signature line for each]

WASC

Signed: _____

By: _____

Title: _____

Date: _____