

AMENDED AND RESTATED INTERGOVERNMENTAL SERVICE AGREEMENT BETWEEN
OREGON COAST COMMUNITY COLLEGE
AND
PORTLAND COMMUNITY COLLEGE

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT, hereinafter referred to as "Agreement," as authorized by ORS 190.010, is effective as of January 1, 2019 between Oregon Coast Community College, hereinafter referred to as "OCCC," and Portland Community College, hereinafter referred to as "PCC." This Agreement amends, restates and entirely supersedes the prior Intergovernmental Service Agreement between OCCC and PCC which was effective as of July 1, 2016, (signed September 29 (OCCC) and September 28 (PCC), 2016) and extended to March 31, 2019 on January 14, 2019, and extended again to April 19, 2019 on March 26, 2019 by both OCCC and PCC. This new Agreement is in effect until June 30 following the year in which OCCC is granted Independent Accreditation by the Northwest Commission on Colleges and Universities (NWCCU), or June 30, 2022, unless extended or terminated on the terms set forth herein.

WHEREAS, OCCC was recognized in June 2018 by the Northwest Commission on Colleges and Universities, hereinafter referred to as "NWCCU," with the pre-accreditation status of Candidate for Accreditation, and OCCC has sought and received the permission of NWCCU staff to accelerate their progress to seek independent Member (Accredited) Institution beginning Fall 2019, AND

WHEREAS, OCCC and PCC desire to cooperate in enabling OCCC to provide regionally accredited programs and services, and continuity of services, to patrons of the OCCC service area during OCCC's transition to Member (Accredited) Institution status with NWCCU, and to do so without requiring PCC patrons to subsidize the operation of the OCCC district.

NOW THEREFORE, the parties agree that PCC will provide certain fee-based services to OCCC supporting the areas of student financial aid and records, academic affairs, and external reporting. Furthermore, OCCC promises to comply with a wide range of responsibilities that protects PCC's standing with NWCCU and other oversight and compliance bodies, and to pay all amounts due to PCC under this agreement.

1.0 RESPONSIBILITIES OF OCCC

OCCC will fulfill the following responsibilities, in compliance with OCCC Board policies, the accreditation standards of NWCCU, and in accordance with the terms of this Agreement. OCCC and PCC will continue to work together to coordinate tasks that transition services and

functions from PCC to OCCC to prepare for OCCC's independent accreditation. PCC and OCCC staff will communicate regularly to review progress according to the Migration and Contingency plans and to revise as necessary.

OCCC will:

- 1.1 Adhere to and comply with all applicable federal, state, and local laws, accreditation standards of NWCCU and PCC's academic policies and procedures relevant to this Agreement.
- 1.2 Comply with all applicable federal, state, and local laws regarding OCCC's employment of its employees, including, but not limited to, HIPAA, the Americans with Disabilities Act, the Family Medical Leave Act, and the Fair Labor Standards Act.
- 1.3 Be solely responsible for hiring, employing, supervising, evaluating, and compensating OCCC faculty and staff and providing all OCCC instruction, student support, and administrative services. The recruitment and selection of faculty and staff at OCCC must be in compliance with the "Uniform Guidelines on Employee Selection Procedures" jointly adopted by the U.S. EEOC and the Office of Federal Contract Compliance. All faculty hired by OCCC must meet the qualifications established by PCC.
- 1.4 Be solely responsible for (a) processing grievances filed by their students, administrators, faculty, and staff; (b) handling discrimination and affirmative action complaints relating to OCCC or its employees or students; and (c) addressing violations of any applicable employment laws or other applicable laws. OCCC agrees to hold PCC harmless for any violations or resulting complaints or claims relative to this Section. PCC assumes no liability for these actions and any services provided by PCC at OCCC's request relative to these actions are subject to OCCC's indemnification obligation under this Agreement.
- 1.5 Consult with PCC regarding all contracts that have been or are being developed to provide instruction or other services related to instruction or instructional support services at OCCC (for example, but not limited to, credit instruction and advanced placement). Contracts to provide training services to business and industry are exempted from this provision.
- 1.6 Follow OCCC's internal curriculum processes and submit all curricular changes and new programs to PCC for ultimate approval following PCC procedures.
- 1.7 Follow all PCC instructor qualifications processes when hiring OCCC instructors. Furthermore, OCCC will comply with periodic review of OCCC instructor files by PCC to evaluate whether OCCC instructors are qualified to teach in the subject area(s) and to review implementation of the credit instructor approval policy.

1.8 Adopt current PCC textbooks, course materials, and up-to-date curriculum information as established by PCC Subject Area Committees (SACs).

1.9 Comply with periodic review of OCCC hiring and evaluative procedures to evaluate whether such procedures comply with established PCC procedures;

1.10 Follow instructional approval and evaluation procedures according to the accreditation standards of the Northwest Commission on Colleges and Universities.

2.0 SERVICES PROVIDED BY PCC

PCC agrees to provide the following comprehensive community college services to OCCC in compliance with PCC Board policies, the accreditation standards of NWCCU, and in accordance with the terms of this Agreement.

2.1 ACADEMIC AFFAIRS

- a. Recognize all OCCC faculty as voting members of their respective PCC Subject Area Committees. As such, OCCC faculty can propose textbooks and new curricula for approval.
- b. Provide opportunities for OCCC, upon mutual agreement of the parties, to confer with PCC faculty and administrators for the purpose of providing technical assistance;
- c. Provide opportunities for OCCC staff to participate in PCC Subject Area Committees (SACs), attend PCC Educational Advisory Committee (EAC) meetings, and participate in other committees relevant to this Agreement, such as assessment and accreditation.

2.2 STUDENT AFFAIRS

- a. Provide OCCC staff with access to PCC student information systems as needed to carry out this agreement.
- b. Establish and maintain official academic records for all OCCC students attempting credit classes;
- c. Provide official transcripts and transfer credit evaluation services for all OCCC students attempting credit classes;
- d. Award degrees and certificates to OCCC students via PCC institutional degree awarding policies and processes;
- e. Establish and maintain official financial aid and veteran services records for OCCC students;
- f. Provide financial aid and veteran services to OCCC students;
 - i. Including all financial aid and veterans benefit processes;
 - ii. Excluding community outreach, front-line customer service, providing financial aid refunds to OCCC students;

- g. Calculate financial aid satisfactory academic progress, OCCC will communicate and assist its students in appeals preparation for adjudication at PCC;
- h. Provide 1098T statements to all OCCC students who received PCC originated financial aid;
- i. Funds will be transferred between PCC/OCCC as needed via LGIP using established processes.

2.3 SUPPORT FOR EXTERNAL REPORTING AND DATA REQUIREMENTS

- a. Provide OCCC NSC data matching upon request for OCCC's institutional effectiveness needs at least once a year. OCCC may make additional ad hoc requests, if needed.
- b. Perform submission of enrollment files and completion data to the National Student Clearinghouse for OCCC students attempting credit classes. PCC will provide OCCC access to completions data for OCCC students.
- c. Beginning with the release of fall 2018 student loan cohort default rates from the US Dept. of Education, PCC will run an analysis to provide cohort default rates for OCCC. This will be done each fall for the duration of this agreement. However, PCC's official rate will be used for IPEDS official reporting.
- d. Cooperate with OCCC and its vendors in data exchanges to support the timely delivery of services and execution of this Agreement.

3. ADDITIONAL SERVICES

Both parties may agree in writing that PCC will provide services not described in this Agreement. In such event, PCC will provide such additional services and the provision of such additional services will be treated as services provided to OCCC pursuant to this Agreement. To the extent reasonable, PCC and OCCC will agree on the charge to OCCC for such additional services before the service is provided.

4. COMPENSATION/BILLING

4.1 BASE PAYMENT. In exchange for the services provided by PCC pursuant to this Agreement, OCCC will pay PCC an annual flat fee of \$60,000 per year for processing of approximately 800 headcount credit students for financial aid and records, and some basic level of consultation for academic and student services (4 hours per month). The new fee structure is effective January 1, 2019 and payable by July 31 of each year the Agreement is in effect. (OCCC was awarded Candidate status June 2018, reflecting their decreasing reliance upon PCC). Any consultation from PCC that exceeds the 4 hours per month would be additionally billed to OCCC as time and materials. If possible, identify periods when work is expected to exceed the 4 hours per month to allow estimates in advance. Support for the interface to OCCC's new ERP may require support from PCC;

however, impact is difficult to predict, so fees for this support will be based on actual cost to PCC.

4.2 ADDITIONAL FEES. OCCC shall pay PCC for any additional services described in Section 3 Additional Services above.

4.3 INTEREST. Any payment required under this Agreement shall, if not paid within 10 days after it is due, bear interest at a rate of 8 percent per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid.

4.4 TITLE IV FEDERAL FUNDS. PCC shall be responsible for billing OCCC for return of Title IV federal funds for all OCCC students.

4.5 INVOICING. In a timely manner following the completion of each fiscal quarter, the PCC Financial Services Office shall submit written invoices to OCCC billing OCCC for additional services, reimbursable expenses, and return of Title IV Federal funds for the prior quarter. Such written invoices shall include appropriate documentation to justify billings for all additional services, reimbursable expenses, and return of Title IV Federal funds. The final billing for all additional services and reimbursable expenses for each fiscal year must be provided to OCCC no later than August 30 of the next fiscal year. OCCC must pay all invoices within 30 days after receipt of invoice.

5. TERM/TERMINATION

5.1 This new Agreement is in effect until June 30 following the year in which OCCC is granted Independent Accreditation by the Northwest Commission on Colleges and Universities (NWCCU), or June 30, 2022, unless extended or terminated on the terms set forth herein.

5.2 Either party may terminate this Agreement effective on the last day of the current fiscal year by at least six (6) months' advance written notice to the other party.

5.3 The parties must agree annually in advance on all services and costs for each fiscal year. If they fail to agree, either party may terminate this Agreement by giving the other party 180- days advance written notice of the termination of this Agreement. During the 180-day notice period, the Agreement in effect for the prior fiscal year will remain in effect.

5.4 If either party breaches this Agreement, the other party may terminate this Agreement by giving the breaching party at least 90 days' advance written notice of the termination. This termination right is in addition to any other rights hereunder or available by law.

5.5 This Agreement may be terminated by mutual agreement of the parties with

mutually agreeable timelines.

5.6 This Agreement may be extended by mutual agreement of the parties only if (a) OCCC continues to make substantial and satisfactory progress towards independent accreditation as determined by PCC in its reasonable discretion, or (b) PCC determines, after consultation with NWCCU, that extenuating circumstances have precluded OCCC's progress toward independent accreditation.

6. CONTRACT ADMINISTRATION

The President of OCCC, and the Vice President for Academic Affairs at PCC, respectively, will have overall responsibility for administering this Agreement and designating other staff, as needed, to carry out the terms of this Agreement.

7. INDEMNIFICATION

Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, OCCC shall indemnify, hold harmless, and defend PCC from and against any claim, loss, damage, injury, demand, or liability arising out of or related (a) OCCC's failure to comply with all applicable laws, including, without limitation, employment-related laws; (b) acts or omissions of OCCC or its directors, officers, employees, agents, or contractors; (c) any breach of this Agreement by OCCC or its directors, officers, employees, agents, or contractors, including, without limitation, the obligations of OCCC under Section 1 of this Agreement; or (d) this Agreement, except to the extent such claim, loss, or liability arose out of a grossly negligent act or omission of PCC or its directors, officers, employees, agents, or contractors.

Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, PCC shall indemnify, hold harmless, and defend OCCC from and against any claim, loss, damage, injury, demand, or liability arising out of or related (a) PCC's failure to comply with all applicable laws, including, without limitation, employment-related laws, or (b) grossly negligent acts or omissions of PCC or its directors, officers, employers, agents, contractors. In all events, OCCC agrees that PCC shall have no liability, and OCCC shall indemnify, defend and hold harmless PCC, with counsel reasonably acceptable to PCC, for any and all claim, loss, or liability arising out of or as a result of any additional services PCC may be requested to provide and does provide with respect to OCCC discrimination or affirmative action complaints, processing grievances filed by OCCC students, administrators, faculty, or staff, or any violation by OCCC of law, including, any employment-related laws.

8. GOVERNING LAW/VENUE



This Agreement shall be governed by the laws of the State of Oregon. All parties agree to be bound by Oregon law and to resolve any and all conflicts, and to bring any action or suit

commenced in connection with this Agreement in the Circuit Court of Multnomah County.

9. ENTIRE AGREEMENT

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE PARTIES, BY THEIR SIGNATURES BELOW, ACKNOWLEDGE HAVING READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

The parties have executed this Intergovernmental Service Agreement, which is effective as of the date written above.

 4/19/19	 4/19/2019
Mark Mitsui Date	Birgitte Ryslinge Date
President, Portland Community College	President, Oregon Coast Community College