

**AMENDED AND RESTATED INTERGOVERNMENTAL SERVICE AGREEMENT**

**BETWEEN**

**OREGON COAST COMMUNITY COLLEGE**

**AND**

**PORTLAND COMMUNITY COLLEGE**

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT, as authorized by ORS 190.010, is effective as of July 1, 2016 between Oregon Coast Community College, hereinafter referred to as "OCCC", and Portland Community College, hereinafter referred to as "PCC". This Agreement amends and restates and entirely supersedes the Intergovernmental Service Agreement between OCCC and PCC effective as of July 1, 2014, and signed July 8 (OCCC) and July 11 (PCC), 2014. This Agreement is in effect until OCCC is granted Candidate for Accreditation, or January 2019, unless extended or terminated on the terms set forth herein.

WHEREAS, OCCC and PCC desire to cooperate in enabling OCCC to provide instructional and administrative services to patrons of the OCCC service area, and to do so without requiring PCC patrons to subsidize the operation of the OCCC district.

NOW THEREFORE, the parties agree as follows:

**1. Responsibilities of OCCC. OCCC agrees to:**

1.1 Adhere to and comply with all applicable federal, state, and local laws, PCC Board policies, accreditation standards of the Northwest Commission on Colleges and Universities (NWCCU)" and PCC's academic policies and procedures.

1.2 Comply with all applicable federal, state, and local laws applicable to 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.

**2. Responsibilities of PCC.** PCC agrees to provide the following comprehensive community college services to OCCC in compliance with PCC Board policies, the accreditation standards of the Northwest Commission on Colleges and Universities, and in accordance with the terms of this Agreement.

2.1 Academic Affairs.

- (a) Evaluate and, if appropriate, process and approve all OCCC's curricular changes and new programs following PCC procedures;
- (b) Periodically review OCCC instructor files to evaluate whether the instructor is qualified to teach in the subject area(s) he/she teaches, and to review implementation of the credit instructor approval policy;
- (c) Periodically review OCCC hiring and evaluative procedures to evaluate whether such procedures comply with established PCC procedures;
- (d) Provide course content guides, approved textbook and materials lists, and other up-to-date curriculum information;
- (e) Review OCCC's instructional approval and evaluation procedures according to the accreditation standards of the Northwest Commission on Colleges and Universities;
- (f) Provide opportunities for OCCC, upon mutual agreement of the parties, to confer with PCC faculty and administrators for the purpose of providing technical assistance;
- (g) 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 class schedule entry support;  
tain academic records for all OCCC students attempting credit classes;
- (b) Main
  - (c) Provide transcript, transfer articulation, and related services for all OCCC students attempting credit classes;
  - (d) Provide financial aid and veteran services to OCCC as described in the Financial Aid Addendum to this Agreement.

2.3 PCC Support for External Reporting.

- (a) *Enrollment Services.* Submission of enrollment files and completion data to the National Student Clearinghouse for OCCC student attempting credit classes.
- (b) *Financial Aid.* Will provide the default rate for OCCC. However PCC's official rate will be used for IPEDS official reporting.

(c) *Institutional Effectiveness*. Provide completions data for OCCC to complete and submit IPEDS completions report and OCCURS completions report.

2.4 Libraries. Provide library support services as specified in the Library Services addendum.

**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. Excluded Services.** PCC will not:

4.1 Provide and will not bill OCCC for any workers' compensation coverage for any OCCC employee;

4.2 Prepare Form 1098-T for any OCCC student or transmit any 1098-T date to the Internal Revenue Service on behalf of OCCC; or

4.3 . Provide any PCC Institutional Grants to OCCC students or allow OCCC students to charge books (using financial aid) at the PCC bookstore;

**5. Compensation.**

5.1 Base Payment. In exchange for the services provided by PCC pursuant to this Agreement, OCCC will pay PCC a fee equal to (a) 7 percent of OCCC's payments for full-time and part-time faculty salary, wages, fringe benefits, and other compensation during the fiscal year in which PCC provides services (the "Percent Fee"), plus (b) 18 percent of the total Percent Fee for the fiscal year (collectively, the "Base Payment"). The Base Payment for the 2016-2017 fiscal year shall not be prorated if this Agreement does not commence on the first day of the fiscal year. On or before the 15th day following the end of each fiscal quarter, OCCC shall pay one quarter of the estimated Base fee as set forth in OCCC approved budget without the need of a PCC invoice.

5.2 Additional Fees. OCCC shall pay PCC for any additional services described in Section 3 above.

5.3 Reimbursement. OCCC shall reimburse PCC for all of its direct-out-of-pocket costs incurred in providing services to OCCC under this Agreement, including, the cost of providing any dedicated resources or the cost of hiring additional personnel to help PCC meet its obligations under this Agreement, if OCCC agrees in advance to reimburse PCC for such costs.

5.4 Title IV Federal Funds. PCC shall be responsible for billing OCCC for return of Title IV federal funds for all OCCC students.

5.5 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.

5.6 **Annual Budget.** On or before November 15 of each year, OCCC shall provide PCC a proposed budget for the contract payment to PCC for the upcoming fiscal year. Any changes in the financial arrangement between the parties will be agreed upon by both parties by December 15 prior to the July 1 commencement of the new fiscal year. The financial arrangement identified in this Agreement will be validated annually by OCCC submitting a budget for approval by PCC, once the budget is approved by PCC.

5.7 **Reconciliation.** On or before August 30 of each year, OCCC shall provide PCC with a statement summarizing the actual payments OCCC made to full-time and part-time faculty during the prior fiscal year for salary, wages, fringe benefits, and other compensation. If the actual Base Payment owed for such fiscal year exceeds the amount of cumulative estimated Base Payments for the fiscal year, OCCC shall immediately pay the difference to PCC. If the cumulative estimated Base Payments for that fiscal year exceed the actual Base Payment owed for such fiscal year, PCC shall within 30 days after receipt of OCCC's year-end statement, pay the difference to OCCC.

6. **Distance Learning.** The parties agree to monitor OCCC's student enrollments in PCC distance learning classes. If a significant increase in OCCC's student enrollments in PCC distance learning classes occurs, the parties will use good faith efforts to negotiate a reduction in Base Payment to offset the increase in OCCC's student enrollments in PCC distance learning classes.

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

8. **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.

**9. 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.

**10. Term/Termination:** This Agreement is in effect until OCCC is granted Candidate for Accreditation, or January 2019, unless extended or terminated in one of the following ways:

10.1 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.

10.2 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.

10.3 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.

10.4 This Agreement may be terminated by mutual agreement of the parties with mutually agreeable timelines.

10.5 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, including, achieving Candidate for Accreditation after successfully submitting a self-evaluation and hosting an onsite visit, or (b) PCC determines, after consultation with NWCCU, that extenuating circumstances have precluded OCCC's progress toward independent accreditation.

**11. 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.

**12. Addenda:** The parties have entered into two addenda in conjunction with this Agreement, which are attached hereto and hereby incorporated by reference. The parties may agree on additional addenda provided they are reduced to writing and fully executed by both parties.

**13. Merger.** THIS AGREEMENT TOGETHER WITH ALL ADDENDA 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.

**OCCC:**

Oregon Coast Community College

By: Birgitte Ryslinge

Birgitte Ryslinge, President

Date: 9/29/2016

**PCC:**

Portland Community College

By: Mark Mitsui

Mark Mitsui, President

Date: 9/28/16

**LIBRARY SERVICES ADDENDUM A**

**TO AMENDED AND RESTATED INTERGOVERNMENTAL SERVICE AGREEMENT**

**BETWEEN**

**OREGON COAST COMMUNITY COLLEGE**

**AND**

**PORTLAND COMMUNITY COLLEGE**

As an Addendum to their Amended and Restated Intergovernmental Service Agreement and in further compliance with the accreditation standards of the Northwest Commission on Colleges and Universities, Portland Community College and Oregon Coast Community College agree to provide the following:

**Portland Community College will:**

1. Provide access to the PCC collection via the Interlibrary loan as needed;
2. Include OCCC's librarians in the Library Subject Area Committee (SAC);
3. Align OCCC's library credit class with PCC's library credit class; Share PCC class materials and learning objects with OCCC;
4. Provide technical support with the OCCC library website ensuring that it is ADA compliant and built with user-centered design concepts;
5. Provide other technical support as requested;
6. Support the OCCC library in creating standard library policies and guidelines; support the OCCC library in creating instruction-based reference services;
7. Support the OCCC Library Director in aligning library services to the college mission and national standards (for small community colleges).

**Oregon Coast Community College will:**

1. Continue to provide OCCC students with an online catalog and article databases;
2. Maintain and build upon its existing collection;
3. Strive to build a reference program that is similar to that found at other community colleges and that would be consistent with the accreditation standards of the Northwest Commission on Colleges and Universities.

**FINANCIAL AID ADDENDUM B**

**TO AMENDED AND RESTATED INTERGOVERNMENTAL SERVICE AGREEMENT**

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**AND**

**PORTLAND COMMUNITY COLLEGE**

As an Addendum to their Amended and Restated Intergovernmental Service Agreement, and in further compliance with the accreditation standards of the Northwest Commission on Colleges and Universities, Portland Community College and Oregon Coast Community College agree to provide the following:

**Portland Community College will, upon appropriate documentation:**

1. Establish and maintain all official financial aid records for OCCC students.
2. Supply all financial aid related forms and documents to OCCC.
3. Process all financial aid applications and related forms for OCCC.
4. Perform file evaluation and analysis (needs analysis, data verification, student eligibility determination, professional judgment decisions) for all OCCC aid applicants.
5. Determine award eligibility and award amounts for all OCCC aid applicants.
6. Certify all OCCC student loan applications.
7. Disburse and deliver financial aid to OCCC students according to PCC's disbursement schedule and federal cash management regulations.
8. Perform all federal refund/repayment calculations for OCCC students who withdraw or stop attending classes.
9. Bill OCCC for Return of Title IV federal funds, and all direct expenses incurred by PCC on behalf of OCCC and its students (Quarterly, 45 days after the end of the term).
10. Approve all consortium agreements with other institutions (PCC is the home institution) for purposes of awarding financial aid for concurrent enrollment.
11. Monitor satisfactory academic progress for all OCCC financial aid students.
12. Adjudicate all satisfactory academic progress, time frame, and financial aid appeals for OCCC students.



13. Provide financial aid advising/counseling by phone or e-mail

**Note:** OCCC students are not eligible for PCC Institutional Grants, nor are they eligible to charge books (using financial aid) at the PCC Bookstore.

**Note:** Federal work study will not be provided.

14. Provide OCCC with copies of all appropriate financial aid policies, procedures, and related documentation.
15. Provide financial aid training to OCCC staff.
16. Provide query access to appropriate Banner financial aid screens.
17. Establish and maintain all official veteran student records for OCCC students.
18. Supply all veteran related forms and documents to OCCC.
19. Process and certify all veteran applications and related forms for OCCC students.
20. Provide query access to appropriate Banner veteran screens.
21. Monitor satisfactory academic progress for all OCCC veteran students.
22. For the purpose of state reimbursement, PCC will calculate and report total FTE based on actual enrollment in OCCC classes. PCC will assess and collect tuition, fees, and related charges for courses taken at PCC by OCCC students.
23. PCC will provide OCCC a list of all OCCC student enrollments prior to January 21st each year.

**Note:** Charges for PCC courses will be deducted from the student's financial aid award or veterans' educational benefit before funds are released to OCCC.

**Oregon Coast Community College will:**

1. Agree to participate in the Deletion for Nonpayment Program in an effort to better manage the institution's default rate; and will manage their own payment plans for and with students.
2. Disseminate financial aid information and forms to OCCC students and distribute financial aid/veterans checks to OCCC students.
3. Act as liaison between OCCC students and financial aid advisors and certifying veteran officials at PCC.
4. Assist OCCC students in completing financial aid and veteran forms.
5. Maintain logging system to track all forms and documents submitted to PCC.

6. Conduct loan counseling (exit interviews) for all loan applicants according to PCC policies and federal regulations.
7. Provide attendance verification and tuition account information to PCC for financial aid and veteran students who withdraw or stop attending classes by submitting the last date of attendance.
8. Access Banner financial aid screens through the PCC portal to assist students in determining financial aid status.
9. Return all financial aid checks (aid canceled, student withdrawal, aid revision, etc.) according to PCC policies and federal cash management regulations.
10. Conduct financial aid workshops for students and parents according to PCC policies and procedures.
11. Attend OASFAA/OSSC financial aid training workshops.
12. Attend PCC financial aid training sessions.
13. Reduce or collect on OCCC students who have been shown to be in default.
14. Participate in Institutional Degree Awarding.
15. At its sole expense, OCCC will compile all additional information required; prepare and mail 1098-T tax statements; accurately report required information to the IRS. OCCC will be responsible for working with IRS if questions arise.