

**INTERGOVERNMENTAL SERVICE AGREEMENT  
BETWEEN  
COLUMBIA GORGE COMMUNITY COLLEGE  
AND  
PORTLAND COMMUNITY COLLEGE**

COPY

THIS INTERGOVERNMENTAL AGREEMENT, as authorized by ORS 190.010, is entered into on the date of last signature below, between Columbia Gorge Community College, hereinafter referred to as "CGCC", and Portland Community College, hereinafter referred to as "PCC".

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

THEREFORE, the parties agree as follows:

I. CGCC agrees to:

Adhere to and to comply with all applicable federal and state laws, PCC Board policies, Northwest Commission on Colleges and Universities (NWCCU) standards, and PCC's academic policies and procedures. PCC will periodically monitor compliance with all applicable laws, standards, policies, and procedures.

Comply with all applicable Oregon and United States statutes governing the employment relationship including, but not limited to, the Americans with Disabilities Act, the Family Medical Leave Acts, and the Fair Labor Standards Act.

Be solely responsible for hiring, employing, supervising, evaluating, and compensating faculty and staff to provide instruction, student support, and administrative services. The recruitment and selection of faculty and staff at CGCC 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. PCC will not provide and will not bill CGCC for any workers compensation coverage. PCC will monitor all hiring processes and supervision practices periodically. All faculty hired by CGCC must meet the qualifications established by PCC which will review the qualifications of all faculty on a periodic basis.

Be solely responsible for processing grievances filed by their students, administrators, faculty, and staff, for handling discrimination and affirmative action complaints, and for addressing violations of any of the above referenced employment laws. CGCC 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 CGCC's request relative to these actions are not covered in the agreement.

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 CGCC 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.

Reimburse PCC for any other services not described in this agreement and agreed to by both parties in writing before the service is performed. Billing for additional services will be done on a quarterly basis by the PCC Financial Services Office with appropriate documentation to justify billings for all additional services.

## II. PCC agrees to:

Provide the following comprehensive community college services to CGCC in compliance with PCC Board policies and NWCCU accreditation standards.

### A. ACADEMIC SERVICES:

process and approve all CGCC's curricular changes and new programs following PCC procedures;

periodically review instructor files to assure they are qualified in the subject areas they teach and to review implementation of the credit instructor approval policy;

periodically review hiring and evaluative procedures to assure compliance with established PCC procedures;

provide course content guides, the approved textbook and materials lists and other up-to-date curriculum information;

review CGCC's instructional approval and evaluation procedures according to NWCCU standards;

provide opportunities for CGCC, upon mutual agreement, to confer with PCC faculty and administrators for the purpose of providing technical assistance;

provide opportunities for CGCC staff to participate in Subject Area Committees (SAC's), attend Educational Advisory Committee (EAC) meetings, and participate in other committees relevant to the agreement such as assessment and accreditation.

### B. ENROLLMENT SERVICES:

provide class schedule entry support;

maintain academic records for all CGCC students attempting credit/CEU classes; provide transcript, transfer articulation, and related services;

provide financial aid services to CGCC as described in the Financial Aid addendum to this agreement.

C. INSTITUTIONAL RESEARCH:

provide the programming for CGCC to generate OCCURS and IPEDS data to prepare the reports CGCC will submit to the Department of Community Colleges and Workforce Development.

D. LIBRARIES:

provide library support services as specified in the Library Services addendum

E. FINANCIAL SERVICES:

be responsible for billing CGCC for services identified in paragraph VI and for all additional services in a timely manner;

provide appropriate documentation to justify billings for all additional services.

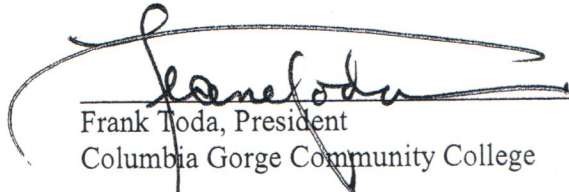
- III. In return for services rendered under paragraph II of this agreement, CGCC will pay PCC an overhead charge of (10) percent based on CGCC's actual, annual costs for its full-time and part-time faculty (salary and fringe benefit payments), plus an eighteen (18) percent indirect charge on the value of this agreement.
- IV. Payments as identified in Paragraphs I and III will be made quarterly. Total payments to be made under this agreement as identified in the budget addendum will be estimated in advance each year, with adjustments to the estimate made on an annual basis. Final fiscal year billings for all costs will be provided no later than August 30.
- V. The budget agreement shall be adjusted annually by negotiations between CGCC and PCC. Any changes in the financial arrangement will be agreed upon by both parties by December 15 prior to the July 1 effective date. The financial arrangement identified in this agreement will be validated annually by submitting a budget for approval. Appropriate signatures on the budget document will be required for validation.
- VI. The Vice President of Academic Services at PCC will have overall responsibility for administering this agreement and designating other staff, as needed, to carry out this agreement.
- VII. The parties each agree to indemnify and hold harmless the other for any damages, disbursements, and attorney fees which may result from the party's actions or failures to act.
- VIII. This agreement is intended to be continuous from year to year unless terminated in one of the following ways:
- A. Either party may terminate this agreement effective at the start of the next fiscal year by at least six (6) months notice in writing.
- B. The parties must agree annually in advance on all services and costs for each fiscal year. If they fail to agree, either party may give notice to terminate. During

the one hundred and eighty (180) day notice period, the agreement in effect for the ending fiscal year will be continued.

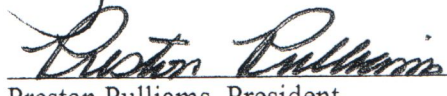
- C. If either party breaches this agreement, the other may terminate the agreement upon ninety (90) days written notice to the breaching party. This right is in addition to any other rights hereunder or by law.
- D. By mutual agreement with mutually agreeable timelines.

IX. 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 that are reduced to writing and fully executed by both parties.

X. Any amendment to this Agreement will not be effective unless reduced to writing and executed by both parties, except as otherwise provided in Paragraph V.

  
\_\_\_\_\_  
Frank Toda, President  
Columbia Gorge Community College

6-16-2007  
Date

  
\_\_\_\_\_  
Preston Pulliams, President  
Portland Community College

June 16, 2007  
Date

## **LIBRARY SERVICES ADDENDUM A**

### **TO INTERGOVERNMENTAL SERVICE AGREEMENT BETWEEN COLUMBIA GORGE COMMUNITY COLLEGE AND PORTLAND COMMUNITY COLLEGE**

As an Addendum to their Intergovernmental Service Agreement and in further compliance with the standards of the Northwest Commission on Colleges and Universities (NWCCU), Portland Community College and Columbia Gorge Community College agree to provide the following:

Portland Community College will:

1. Provide access to the PCC library system via the Internet;
2. Loan PCC's print and media collection in a timely manner and for loan periods specified by LRC systems plus shipping periods;
3. Provide full library service to students and staff of CGCC who come to any PCC library.

Columbia Gorge Community College will:

1. Designate a space and a contact person to receive and distribute loaned library materials;
2. Provide all necessary hardware and software applications needed to access the Internet including any special applications needed to access PCC library services such as telnet;
3. Pay for costs associated with interlibrary loans for all materials, rental costs for films from outside vendors, etc., by establishing an account with PCC's delivery service at the Sylvania Bookstore and pay for replacement costs for lost materials;
4. Initiate a planning process to provide library services for all students enrolled at Columbia Gorge Community College by acquiring a collection at CGCC, which in ten years would generate normal community college library use (10 circulations per FTE per year). On an interim basis, until a permanent facility is available, develop contracts or participate in consortium agreements to provide quality library services to meet Northwest Accreditation Association standards.

## **FINANCIAL AID ADDENDUM B**

### **TO INTERGOVERNMENTAL SERVICE AGREEMENT BETWEEN COLUMBIA GORGE COMMUNITY COLLEGE AND PORTLAND COMMUNITY COLLEGE**

As an Addendum to their Intergovernmental Service Agreement and in further compliance with the standards of the Northwest Commission on Colleges and Universities (NWCCU), Portland Community College and Columbia Gorge Community College agree to provide the following:

Portland Community College:

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

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

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

15. Provide CGCC with copies of all appropriate financial aid policies, procedures, and related documentation.
16. Provide financial aid training to CGCC staff.
17. Provide query access to appropriate Banner financial aid screens.

#### Columbia Gorge Community College:

1. Disseminate financial aid information and forms to students and distribute financial aid checks to students.
2. Act as liaison between students and financial aid advisors at PCC.
3. Assist students in completing financial aid forms.
4. Maintain logging system to track all forms and documents submitted to PCC.
5. Conduct loan counseling (entrance and exit interviews) for all loan applicants according to PCC policies and federal regulations.
6. Conduct Federal Work-Study orientation sessions and make job referrals according to PCC policies and procedures.
7. Provide attendance verification and tuition account information to PCC for financial aid students who withdraw or stop attending classes by submitting the last date of attendance
8. Access Banner financial aid screens through data link 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 CGCC students who have been shown to be in default.



Memorandum of Agreement  
Between

Portland Community College Libraries and Columbia Gorge Community College Library

In accordance with library and accreditation standards and to continue past services, this agreement between Portland Community College Libraries (PCC) and Columbia Gorge Community College Library (CGCC) defines the terms of PCC's support for CGCC and the terms of sharing the Colleges' integrated library system.

PCC and CGCC agree to share the Millennium integrated library system as developed and sold by Innovative Interfaces Incorporated (III) of Emeryville, California. This includes, but is not limited to, sharing the system software, hardware and databases. PCC and CGCC will share in the management of the system and will share costs.

**Portland Community College Libraries agree to:**

1. Columbia Gorge Community College's use of the III system and to CGCC adding its data to the III database.
2. House the Millennium server at PCC.
3. Give appropriate network access to the system.
4. Include CGCC librarian in Millennium trainings and discussions about system upgrades, changes and enhancements.
5. Work with CGCC librarian in discussions and decisions that will affect the functionality and availability of the system, or data in the system or other issues that will have an impact on CGCC's access to and/or use of the system.
6. Keep CGCC informed in advance about known down times.
7. Reply to CGCC's concerns or problems about the III system in 24 hours.
8. Visit the CGCC campus in The Dalles or Hood River at least once a year to offer consultation and review of CGCC services and operations.
9. Develop and monitor access to remote databases for CGCC users as allowed by PCC and/or CGCC licenses with database vendors.
10. Bill CGCC annually for library system use and sharing based on an annual review of these factors: percentage of items held, of bibliographic records stored, and total checkouts for the most recent fiscal year. Cost will be a percentage of Innovative Interface's annual maintenance invoice.

**Columbia Gorge Community College Library agrees to:**

1. Share its data with PCC in the Millennium system.
2. Add and update its own records in the system according to rules set down in the system manual or as negotiated with PCC's Library Technology Department.
3. Have PCC Library employees administer and manage the Ill system, except as noted above.
4. Notify PCC's Innovative System Manager of all major problems.
5. Purchase and maintain local workstation hardware and network connections necessary to operate the system.
6. Give at least six (6) months notice to PCC, if CGCC chooses to terminate its participation in the system.

**Renewal of Agreement:**

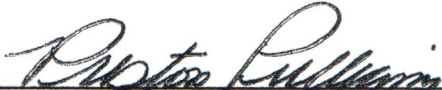
Portland Community College and Columbia Gorge Community College Libraries agree to review and/or renew this agreement annually.

**Schedule of Charges:**

PCC will bill CGCC at the percentage if Ill assesses new charges for required system upgrades in software or hardware.

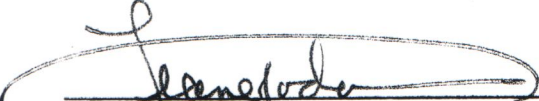
If CGCC agrees to share the use of new software or system modules that PCC decides to buy, PCC will bill CGCC at the same percentage.

**Agreed to by:**

  
\_\_\_\_\_  
Preston Pulliams, President

PORTLAND COMMUNITY COLLEGE

June 16, 2007  
Date

  
\_\_\_\_\_  
Frank Toda, President

COLUMBIA GEORGE COMMUNITY COLLEGE

6-16-2007  
Date