PARTNERSHIP AGREEMENT

Between Warner Pacific University
and Portland Community College

Warner Pacific University (WPU) and Portland Community College (PCC) agree to partner to provide mutual and collaborative educational opportunities in business education to students of both organizations. Both organizations provide business educational programs for their diverse student populations. The goal of this partnership is to expand and extend the opportunities for students to earn their undergraduate business degrees. The partnership may extend to other services and opportunities subsequently agreed to by both organizations.

This partnership is guided by the following principles and/or stipulations:

1. WPU and PCC will collaborate to identify academic programs that will be included in this partnership. Examples include:
   a. Business programs for students providing concurrent enrollment or dual credit opportunities,
   b. Business programs for students to transfer to for completion of their Business undergraduate degrees,
   c. Other opportunities that become apparent to WPU and/or PCC through our partnership.

2. WPU will:
   a. Provide high quality instruction on the PCC-Cascade campus,
   b. Provide partial scholarships towards tuition of PCC students who are admitted and enroll to complete their undergraduate degree program through WPU. (The amount of these scholarships as well as specific details on implementation will be determined annually, see Addendum 1),
   c. Provide PCC and students information regarding academic programs offered through this agreement,
   d. Provide services related to admission, financial aid, veterans' benefits, enrollment, and payment for PCC students wishing to pursue academic credit through the programs offered through this agreement,
   e. Maintain its regional accreditor (NWCCU) and U.S. Department of Education approval to offer programs at PCC-Cascade,
   f. Develop curriculum and provide instruction by qualified faculty members hired by the University,
   g. Assist students with purchasing and securing books and/or course materials through a vendor(s) affiliated with WPU,
   h. Regularly evaluate the performance of qualified faculty members in coursework offered through this partnership agreement,
i. Provide federal and state student aid to students who are qualified for said aid and enrolled in qualified WPU academic programs, and who complete the required processes,

j. Record and maintain, on a standard WPU transcript, academic credit earned, and progress toward course, degree, and/or certificate completion.

3. PCC will:
   a. Assist WPU in providing information and sharing program opportunities to students and/or employees,
   b. Inform PCC students and/or employees who may be candidates for enrollment in WPU academic business programs included in this partnership agreement,
   c. Facilitate WPU communication with students and/or employees who have indicated interest,
   d. Provide PCC benefits to students in the Warner Pacific cohorts on the PCC campus including classroom space, access to technology (network/internet/hardware), access to buildings and parking for classes offered through this partnership,
   e. Assist in enrolling students for WPU cohorts on the PCC campus with the understanding that a minimum cohort size is generally 12 students.

4. WPU and PCC will:
   a. Develop materials documenting the transfer policies for coursework completed at PCC,
   b. Each secure and maintain adequate insurance coverage from sound and reputable insurers, that include general liability of no less than $1 million per occurrence and $3 million aggregate, and will provide a certificate of insurance to the other organization,
   c. Indemnify the other organization and officers, directors, employees, agents, affiliates, and successors and permitted assigns (collectively, “Indemnified Party”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, and expenses of whatever kinds, including reasonable attorneys’ fees at trial and on appeal, fees, and costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Party (collectively, “Losses”), arising out of or resulting from any claim arising out of or occurring in connection with the other organization's (for PCC, WPU would be the other organization; for WPU, PCC would be the other organization) negligence, willful misconduct, or any action related to violation or alleged violation of the Higher Education Act and/or any rules or regulations promulgated thereunder.
   d. Neither PCC nor WPU shall be liable for any failure or delay in performing their obligations hereunder, or for any loss or damage resulting therefrom, due to an act of God, act of government, war, riot, embargo, act of civil or military authority, fire, flood, earthquake, volcanic activity, accident, strike, epidemic, or unusually severe weather affecting either party; Causes beyond their control and which are not foreseeable.
   e. Compliance with Applicable Law. PCC and WPU shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.
f. PCC and WPU will comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses.

g. FERPA Compliance. The parties recognize that the Family Educational Rights and Privacy Act ("FERPA") imposes strict restrictions on, and penalties for, improper disclosure or redisclosure of confidential student information, including but not limited to denial of access to personally identifiable information from education records for at least five years (20 U.S.C. 1232g; 34 CFR Part 99). The parties also recognize that certain state laws also prohibit disclosure and redisclosure of student information (e.g., ORS 326.555 and the Oregon Student Information Protection Act), as they may be amended from time to time. Therefore, consistent with the requirements of FERPA and applicable state laws, personally identifiable information regarding a student or students obtained by the parties in the performance of this Agreement may not be disclosed or redisclosed to third parties without written consent of the Student, or for the DISTRICT if the Student is under eighteen (18) years of age, signed and written consent of the Student’s parents/guardians, and must be used only for the purposes identified in this Agreement.

h. In the event that this agreement is no longer relevant or desired, either organization may terminate the Agreement with 180-days’ notice, PCC and Warner Pacific University have agreed to this partnership and have signed this agreement to work together in good faith for the benefit of students, employees and our community.

5. Contract Administration

   a. This agreement becomes effective July 1, 2019 or on the date of the last signature entered in the Contract Administration section, whichever is later, and shall terminate July 1, 2024, unless terminated earlier as provided elsewhere in this Agreement. Either party may terminate or suspend this Agreement for convenience upon one hundred eighty (180) days’ written notice; provided, however, that the parties shall discuss and reasonably attempt to resolve the issues that led to the notice of termination or suspension during the one hundred eighty-(180)-day period. Notwithstanding the termination of the Agreement, any student who has applied for transfer from PCC to WPU prior to or during the one hundred eighty-(180)-day period shall be treated as if this agreement continues to be in effect.

   b. In carrying out the responsibilities and obligations of this Agreement, neither party shall be acting as the agent or principal of the other with regard to dealings with third parties, including students. Neither party shall have the authority to make any statements, representations, or commitments of any kind or to take any action binding the other except as provided for herein or authorized in writing by the party to be bound.

   c. This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties.
d. Primary Substantive Agreement Contacts

For Warner Pacific University

Name: 
Title: 
Address: 
Phone: 
E-mail: r.barnes@rgu.ac.uk

For PORTLAND COMMUNITY COLLEGE

Name: Dr. Kendra Cawley
Title: Dean of Academic Affairs, SY TCB 120
Address: PO Box 19000
Portland OR, 97280-0990
Phone: 971.722.4481
E-mail: kcawley@pcc.edu

e. Contract Officers:

For Warner Pacific University

Name: 
Title: 
Address: 
Phone: 
E-mail: r.barnes@rgu.ac.uk

For PORTLAND COMMUNITY COLLEGE

Name: Mike Matthews
Title: Contracts Manager, DC 211
Address: PO Box 19000
Portland OR, 97280-0990
Phone: 971.722.2831
E-mail: contracts@pcc.edu

f. Annual Contacts Responsible for Updates

For Warner Pacific University

Name: 
Title: 
Address: 
Phone: 
E-mail: 

For PORTLAND COMMUNITY COLLEGE

Name: Dr. Anne Haberkern
Title: Curriculum Director
Address: PO Box 19000
Portland OR, 97280-0990
Phone: 971.722.7815
E-mail: anne.haberkern@pcc.edu

6. Contract Maintenance

a. This Agreement does expire as outlined above, and must be routinely reviewed and re-executed in order to ensure its continued relevance and viability.

b. This Agreement shall be reviewed annually by the parties listed above, unless significant curriculum and/or program changes mandate an earlier review—in which case, the parties in above shall alert the principals identified in 8 a. that changes impacting (or potentially impacting) this agreement have occurred.

a. Signatures. The parties hereto have executed this Agreement on the day and year of the last date accompanying the signatures.

PCC:

Portland Community College

By: 
Name: Mark Mitsui
Title: Authorized Signatory, President
Date: 9/16/19

WPU:

Warner Pacific University

By: Andrea Cook
Name: Andrea Cook
Title: Authorized Signatory, President
Date: 9/16/19
WHEREAS, Warner Pacific University (WPU) and Portland Community College (PCC) have agreed to partner related to provide mutual and collaborative educational opportunities in business education programs to students of both organizations, and

WHEREAS, Warner Pacific University (WPU) has secured approval from the Northwest Commission on Colleges and Universities and the U.S. Department of Education to offer programs on the PCC Cascade Campus, and

WHEREAS, Warner Pacific University (WPU) has a long history of providing bachelor degree programs in business related fields of study, and

WHEREAS, PCC provides associates level curriculum in business related fields and has identified associate’s degree students desiring to complete their baccalaureate degrees, and

WHEREAS, PCC has agreed to make program information available to students and provide classroom space and use of technology to offer courses on the PCC-Cascade campus, and

WHEREAS, the partnership will support the fulfillment of both institutions’ commitment to facilitate the completion of associate and bachelor degrees by students enrolled in business pathway programs, and

WHEREAS, Warner Pacific University has agreed to support the partnership with PCC by providing students with scholarships to be applied to the cost of education for enrollment in a business degree program at Warner Pacific University through the Professional and Graduate Studies programs, and

WHEREAS, this agreement to provide scholarships will be annually reviewed to determine its effectiveness in facilitating the enrollment of students through this partnership;

Warner Pacific University hereby agrees to provide scholarships in the following amounts to students admitted, enrolled and making satisfactory academic progress in Warner Pacific University’s PGS business programs:

Business Administration - $2,150/based on 43 semester credits in the program

Accounting - $2,750/based on 55 semester credits in the program

Healthcare Administration - $2,550/based on 51 semester credits in the program
The scholarship amounts will be awarded after completion of an associate’s degree from PCC and successful completion of the first term in the PGS program (minimum of 12 semester hours). Scholarship disbursements will be made for the second semester of enrollment, upon verification of completion of the associate’s degree, enrollment in the PGS program and satisfactory academic progress in the PGS program.

PCC: Portland Community College

By: [Signature]
Name: Mark Mitsui
Title: Authorized Signatory, President
Date: 9/16/19

WPU: Warner Pacific University

By: [Signature]
Name: Andrea Cook
Title: Authorized Signatory, President
Date: 9/18/19
Warner Pacific University and Portland Community College

Addendum 2

2019-2020

PCC-Cascade will:

a. Provide space and access for WPU to provide informational and enrollment meetings for students and employees who may wish to consider programs included in this agreement,

b. Provide office space with access to network/internet/hardware to WPU faculty and advisors on the PCC campus several hours before WPU business classes meet.

PCC:
Cascade campus

By: [Signature]

Name: Karin Edwards

Title: Authorized Signatory, President

Date: Sept. 11, 2019

WPU:

Warner Pacific University

By: [Signature]

Name: Andrea Cook

Title: Authorized Signatory, President

Date: 9/18/19