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**AMENDED AGREEMENT
BETWEEN
WARNER PACIFIC COLLEGE
AND
LOWER COLUMBIA COLLEGE
FOR DEGREE PROGRAM(S)**

THIS AGREEMENT is made and entered into by and between Warner Pacific College (WPC), a Private Christian Liberal Arts College in Portland, Oregon and Lower Columbia College (LCC), a Community College in Longview, Washington.

WHEREAS, WPC and LCC are interested in expanding degree offerings in Longview, Washington, it is the purpose of this Agreement to provide facilities, services and other activities necessary to offer WPC's upper division courses and selected degrees on the LCC campus.

NOW, THEREFORE, the parties agree as follows:

1. Program

WPC will use LCC's facilities to provide on-site programs and classes for programs as listed and described in a separate Memo of Understanding (MOU). MOU to be reviewed annually by July 1.

2. College Facilities

LCC will provide space for classrooms and administrative headquarters, as outlined in Appendix A, to support WPC programming.

3. Classroom support

LCC will provide the audio visual and other classroom equipment necessary to support those classrooms, along with other services and facilities required for the support of instruction with privileges for WPC staff and faculty consistent with the facilities and use of state resource policies LCC applies to its own staff and faculty.

4. College Space for WPC Academic Functions

In addition to administrative headquarters and classrooms, LCC will provide: A) access to space to WPC for use for public functions, consistent with the WPC's academic purposes, which include but are not limited to student information sessions, open houses, alumni and recruiting gatherings; B) access to space to WPC for faculty and staff work related functions such as communications, work preparation, meetings, conferences and breaks; C) access to parking, dining and security; and D) promotion and marketing services. The facilities will not be available for religious activities. The following will be provided at the same level and rates as for LCC staff and will include but not necessarily be limited to:

- Access to and use of Lower Columbia College staff and faculty lounges.
- Use of LCC conference rooms and special facilities.
- Use of IT services to support remote delivery of faculty and staff meetings.
- Utilities including heat, lights and custodial services provided at the same level and frequency with LCC's Energy Conservation policies.
- Printing, graphics and copy-duplicating services through LCC.
- Mail Services (outgoing and incoming).

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- Parking services for WPC faculty, staff, students and visitors. Persons utilizing these services will be individually responsible for fees associated with this use.
- All WPC students, faculty and staff who are associated with WPC programs located on the LCC campus are required to adhere to the Parking and Security Policies of both institutions. In cases where a conflict between policies may arise, the policy of the local institution shall prevail.
- Use of LCC's cafeteria/food services/catering by WPC staff, faculty, students and visitors.
- Health, Safety and Security Services for WPC staff, faculty, students and visitors.

5. Technology Tools, Support Services and Facilities

- A.** LCC will provide access to technology tools, technology support services and technology facilities to WPC students, faculty and staff to the same extent they are available to regular LCC students, faculty and staff. This includes but is not necessarily limited to:
- Internet access to web-based services for WPC faculty, staff and students.
 - Student technology support services normally provided to LCC students, faculty, and staff including: on-site, website-based services for WPC faculty, staff and students.
 - Technical assistance in the use of campus-based computing, network, and media equipment.
 - Access to any "open student" computer labs and other computer or network resources commonly available to students, including access to the internet.
 - Provide file storage, printing and other computing resources available to Lower Columbia College students in the Open Labs on the Lower Columbia College campus.
 - Provide WPC faculty and staff: general desktop workstation support, Internet and local network access, file storage and backup, classroom support and other services as negotiated.
 - WPC technology correspondence with: Director of Technology & Information Services for WPC.
 - Interactive TV and videoconferencing services.
 - Communicate in a timely and collaborative way with WPC Technical Services to assure video and IP connectivity between LCC and WPC, if needed.
- B.** WPC and LCC have negotiated a fair and equitable fee schedule for said technology tools, technology support services and technology facilities, as detailed in Appendix B: Schedule of Fees, which is attached and incorporated herein by reference.

6. Student Support Services

WPC and LCC shall collaborate for the provision of the following student services to WPC students.

- A.** Services in support of WPC classes, workshops, events and conferences.
- B.** Access to all applicable student programs and activities.
- C.** Designate a specific qualified LCC contact person for all student support service correspondence.
- D.** Provide access to counseling support services for WPC students, if LCC counseling support services are available to other LCC students

7. Marketing of Baccalaureate and Graduate Program(s)

- A.** WPC and LCC shall work together to promote the programs offered by WPC at LCC. LCC will include a listing of WPC's programs in its general promotional material.

- 1 B. Parties will coordinate their marketing plans for the promotion and marketing of WPC
2 programs in each other's marketing material and efforts.
3 C. LCC is permitted to use the WPC logo and name for international student recruitment and
4 advertising.

5
6 **8. Library Collection, Management and Document Delivery Services**

7 The libraries of WPC and LCC have established cooperative agreements to share collections
8 manage document delivery services and provide services to WPC students. The terms and
9 conditions of this agreement are included in attached Appendix C: College Learning Commons
10 Operating Agreement incorporated herein by reference.

11
12 **9. Coordination of Program delivery for Administrative and Student Support Services**

13 **A. Coordination of Program Delivery:** WPC and LCC will collaborate in program delivery for
14 administrative and student support services with the aim of creating for students a
15 "seamless" transition between LCC and WPC programs.

16 **B. Coordination of and Access to student Support Services:** WPC and LCC will strive to
17 provide consistent service, access and benefit to students who elect the baccalaureate
18 and or Graduate degree program(s) provided by this Agreement whether they are
19 enrolled with WPC, LCC, or both institutions concurrently.

20 **1. Annual Meetings:** WPC and LCC's designated representatives will meet annually to
21 review, negotiate and harmonize policies regarding library and computer lab use, the
22 schedule of fees, parking and other traditional college services between the
23 institutions. Changes should be made by July 1 of each year, based upon mutual
24 agreement of both WPC and LCC.

25 **2. Assessment, Collection & Distribution of Fees:** The assessment, collection and
26 distribution of fees for tools and services provided to support administrative and
27 classroom operations for students, staff and faculty pursuant to the terms of this
28 Agreement, are set forth in Appendix B: Schedule of Fees attached and incorporated
29 herein by reference.

30 **3. Student Financial Aid:** WPC and LCC will comply with the provisions of Appendix F,
31 regarding Student Financial Aid attached and incorporated herein by reference.

32 **4. Disability Support Services:** WPC and LCC will coordinate services for disabled
33 students consistent with the provisions of Appendix D Disabilities Support Services,
34 which is attached and incorporated herein by reference.

35 **5. International Students:** WPC and LCC will comply with the provisions of Appendix G,
36 regarding International Students attached and incorporated herein by reference.

37 **6. Veteran Services:** WPC and LCC will coordinate services for veteran services
38 consistent with the provisions of Appendix I Veteran Services, which is attached and
39 incorporated herein by reference.

40
41 **10. Baccalaureate and Graduate Students—Status & Responsibilities**

42 **A. Admissions:** Students will apply for admission to WPC in accordance with the yearly
43 academic schedule published by WPC.

44 **B. Rules for Students:** Students who have been notified of acceptance for admission of WPC
45 and/or are taking Baccalaureate or Graduate Degree program classes provided by WPC
46 will be subject to the rules, regulations, requirements, policies, conduct code and
47 privileges of WPC for all matters including academic, professional and disciplinary

1 matters. The students are also subject to LCC's Student Conduct Code. As specified in
2 Appendix E, which is attached and incorporated herein by reference

3 **C. Tuition and Fees:** Students will pay tuition and fees to WPC upon admission and
4 enrollment in WPC's Baccalaureate and Graduate Degree program(s). See Appendix B for
5 Schedule of fees.
6

7 **11. Sharing of Information**

8 Each party will provide information necessary and as requested by the other to enable the effective
9 operation of this agreement.
10

11 **12. Nondiscrimination**

12 During the performance of this Agreement, the Parties will comply with all federal and state
13 nondiscrimination laws, including but not limited to RCW 49.60, Washington's Law against
14 Discrimination and 42U.S.C 12101 et seq., the Americans with Disabilities Act (ADA).
15

16 **13. Notices**

17 WPC and LCC appoint the following agents to be responsible for receipt of any required notices, to
18 manage the administration of this Agreement and to serve as fiscal agents for billing, invoicing,
19 collections and disbursements of all funding associated with this Agreement. These representatives or
20 their designees will meet at mutually agreed upon intervals to ensure the smooth operation of this
21 Agreement. All notices, demands, requests, or other communications required to be given or sent, will
22 be in writing and will be mailed by first-class mail; postage prepaid, or transmitted by hand delivery or
23 facsimile, addressed as follows:
24

25 **Lower Columbia College**

26 Attn: Ms. Tamra Bell, Dean of Instruction
27 1600 Maple Street
28 Longview, Washington 98632
29

30 **Warner Pacific College**

31 Attn: Dr. Lori Jass, Associate Vice President
32 2219 SE 68th Avenue
33 Portland, Oregon
34
35

36 Each party must designate a change of address by notice in writing. All notices, demands, requests or
37 communications that are not hand-delivered will be deemed received three (3) days after deposit in
38 the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.
39

40 **14. Term of Agreement**

41 The duration of this agreement is five (5) years with an option to renew as mutually agreed for up to
42 two additional years. The duration of individual appendices, if different than five (5) years, is specified
43 in the appropriate appendix.
44

1 **15. Termination of Agreement**

2 This Agreement can be terminated by mutual agreement upon written notice at the end of the
3 academic year and not less than three (3) complete academic quarters. Warner Pacific College
4 reserves the right to teach out any or all cohorts underway.
5

6 **16. Dispute Resolution**

7 Any disputes arising from this agreement or terms contained within the approved appendices will be
8 resolved first between the appointed agents as identified in Section 13 of this document. Any
9 significant concerns or disputes which either party has relating to this Agreement shall first be brought
10 to the attention of the other party's designated Agent, in writing. The Agents shall then make prompt,
11 diligent efforts to resolve any such matter on behalf of the parties. Failure in resolution at that level
12 will move the dispute to the Presidents of WPC and Lower Columbia College. The Agents will formally
13 forward the dispute to the Presidents through a written document which details the disputed issue. If
14 the dispute is still unresolved, it may be taken to arbitration. Nothing in this Agreement shall be
15 construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a
16 disputes hearing, a Dispute Review Board or mediation.
17

18 **17. Indemnification**

19 Each Party to this agreement shall be responsible for damages to persons or property resulting from
20 the negligence on the part of itself, its employees or designated officers. Neither party assumes any
21 responsibility to the other party for the consequences of any act or omission of any person, firm or
22 corporation not a party to this agreement.
23

24 **18. Family Educational Rights and Privacy Act**

25 Both parties agree to maintain the confidentiality of any information or records regarding students or
26 their families in accordance with the provisions of the Family Educational Rights and Privacy Act
27 (FERPA).
28

29 **19. ADA compliance**

30 Both parties certify that they will comply with the Americans with Disabilities ACT of 1990, as
31 amended, with regard to programs, services, activities and employment practices.
32

33 **20. Severability**

34 If any provision of this contract violates any statute or rule of law of the state of Washington, it is
35 considered modified to conform to that statute or rule of law.
36

37 **21. Applicable Law**

38 This Agreement shall be construed and interpreted in accordance with the laws of the state of
39 Washington.
40

41 **22. Entire Agreement**

42 This Agreement, including referenced Appendices, represents all the terms and conditions agreed
43 upon by the parties. No other statements or representations, written or oral, shall be deemed a part
44 hereof.
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23. Modification of Agreement

This Agreement and its incorporated appendices may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Signatures

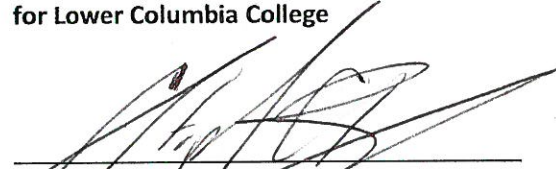
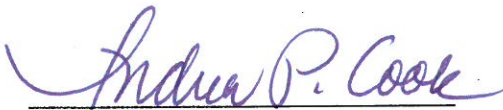
This Agreement, consisting of 21 pages and 7 appendices, is executed by the persons signing below, who warrant they have the authority to execute the Agreement.

Dated 10/3/17

Date 9-7-17

For Warner Pacific College

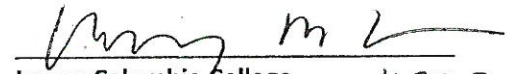
for Lower Columbia College



Dr. Andrea P. Cook, Ph.D.
President

Christopher Bailey, J.D.
President

Approved as to form:


Lower Columbia College #37070
Assistant Attorney General

Attachments:

- Appendix A: Office and Classroom Lease
- Appendix B: Schedule of Fees
- Appendix C: College Learning Commons Operations
- Appendix D: Disabilities Support Services
- Appendix E: Student Conduct
- Appendix F: Financial Aid Consortium
- Appendix G: International Students Conditional Admissions and Transfer Agreement

**Appendix A
Office Lease**

Office and Classroom Lease

In this agreement of lease, made and entered into by and between Lower Columbia College, 1600 Maple, Longview, WA 98632, hereafter called the OWNER; and Warner Pacific College, 2219 SE 68th Avenue, Portland, OR, hereafter called the TENANT, agree as follows:

1. PREMISES

The OWNER agrees to lease to the TENANT the following described premises:

Common Street Address: 1600 Maple Street, Longview, WA 98632

Legal Description: (All of) tracts 30,31,33,34,39,40,41; a portion of Tract 32, and a portion of Assessor's Plat No. 13 in sections 28 and 33, Township 8 North, Range 2 West of the Willamette Meridian.

Square Footage: 120 Square feet of office space (room 126) and 1035 square feet of shared common area.

Should the described premises become unavailable to the TENANT for any reason, the OWNER agrees to notify the TENANT of any need to alter or adjust the premises occupied by the Tenant in writing at least ninety (90) days prior to the occupied space needing to be vacated. The OWNER agrees to assist the TENANT in the movement of future, computer equipment, office equipment, files, books and published materials from occupied spaces to new facilities without additional costs to the TENANT.

The OWNER further agrees to: authorize TENANT'S faculty and staff to use OWNER'S staff and faculty services/catering to the same level and rates enjoyed by OWNERS's staff, faculty, students and visitors; to use OWNER's technology facilities to the same extent they are available to OWNER's students; and to use OWNER's Learning Commons to support the TENANT's academic programs for staff, faculty and students.

2. TERM AND COMMENCEMENT

The term of this lease is to be five (5) years commencing on the first day of the month following the signed amendment.

3. RENT

The rent shall be payable in monthly installments at the rates listed below. Payment shall be at the end of each month upon submission of properly exempted vouchers.

<u>Lease Period</u>	<u>Monthly Base Rent</u>
April 1, 2015-July 31, 2019	\$600.00

4. EXPENSES

During the term of this Agreement, the OWNER shall pay for all the expenses associated with the operation of the building including; utilities, heat, electricity, gas, (telephone, data lines, water, sewer, garbage disposal, elevator services, Custodial in the public areas, Custodial services for classrooms and offices provided at the same level and frequency as other College Offices and classrooms, parking for TENANT faculty, staff, students and visitors at the same level and rates as those of OWNER, real estate taxes, property assessments, insurance, lawn and ground maintenance, exterior and structural

1 maintenance, heating and air conditioning maintenance and plumbing maintenance. The OWNER shall
2 maintain the premises in good repair and tenantable condition during the continuance of this LEASE.

3
4 **5. USE**

5 The TENANT shall occupy and use the premises for on-site programs, classrooms and general office
6 use. The premises will not be used for any other purpose without the written consent of the OWNER,
7 which shall not be unreasonably withheld. In no event will the TENANT use the premises for any
8 purpose which is unlawful or a nuisance.

9
10 **6. SIGNS**

11 The TENANT shall be allowed to post Signage on Office space internal and external to Leased Facility
12 consistent with signage used by OWNER.

13
14 **7. ACCESS BY TENANT**

15 The OWNER will provide keys or access to space utilized by TENANT upon occupancy. Rekeying
16 requires prior approval and coordination with the OWNER. Any rekeying shall be paid for by the
17 TENANT.

18
19 **8. COMPLIANCE WITH STATE/FEDERAL LAWS**

20 OWNER is responsible for complying with all applicable provisions of the Americans with Disabilities
21 Act of 1990(42 U.S.C 12101-12213) and the Washington State Law Against Discrimination, Chapter
22 49.60 RCW, as well as the regulations adopted thereunder with respect to the Leased Premises.

23
24 **9. HAZARDOUS SUBSTANCES**

25 OWNER warrants to his/her knowledge that no hazardous substance, toxic waste or other toxic
26 substance had been produced, disposed of, or is or has been kept on the premises hereby leased
27 which if found on the property would subject OWNER to any damages, penalty or liability under an
28 applicable local, state or federal law or regulation. OWNER shall be responsible for any and all
29 damages, costs, attorneys' fees and penalties arising from the presence of any hazardous or toxic
30 substances on the premises, except for such substances as may be placed on the premises by TENANT.

31
32 TENANT agrees that it will not keep on or around the leased premises for use, disposal, treatment,
33 generation, storage or sale, any substances designated as, or containing components designated as,
34 hazardous, dangerous, toxic or harmful and/or which are subject to regulation as hazardous
35 substances by any federal, state or local law. Small quantities of some compounds that are hazardous
36 in large quantities may be allowable under the law. TENANT will be fully liable to OWNER for any and
37 all clean-up costs and other charges imposed by any government authority with respect to TENANTS's
38 use; disposal, treatment, generation, storage and/or sale of hazardous substances, in or about the
39 leased premises.

40
41 **10. MAINTENANCE**

42 The OWNER shall maintain the premises in good repair and tenantable condition during the
43 continuance of this Lease, except in case of damage arising from the negligence of the Lessee's clients,
44 agents or employees. For the purposes of maintaining and repairing the premises, the OWNER
45 reserves the right at reasonable times to enter and inspect the premises and to make any necessary
46 repairs to the building. OWNER's maintenance and repair obligations shall include, but not be limited
47 to, the mechanical, electrical, interior lighting (including replacement of ballasts, starters and
48 fluorescent tubes as requested), plumbing, heating ventilating and air-conditioning systems (including

1 replacement of filters as recommended in equipment service manual); floor coverings; window
2 coverings; elevators (including communications systems); inside and outside walls (including windows
3 and entrance and exit doors); all structural portions of the building (including the roof and the
4 watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including
5 snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and
6 continuous satisfaction of all government requirements generally applicable to similar office buildings
7 in the area (example: barrier-free premises for persons with disabilities, etc.).
8

9 The TENANT shall keep the premises in neat and orderly condition. At the end of the term the TENANT
10 agrees to return the premises to the OWNER in as good a condition as they were at the beginning of
11 the term, reasonable wear and tear excepted.
12

13 **11. FIXTURES**

14 The TENANTS may not make any alterations, additions, or changes without prior written consent of
15 the OWNER, and then only at the sole cost of the TENANT. Such consent shall not be unreasonably
16 withheld. All fixed and permanent improvements by the TENANT shall become the property of the
17 OWNER and shall be surrendered by the TENANT at the end of the term. The TENANT shall be
18 responsible for the costs for repair of any damage, consistent with fair market value, caused by
19 removal of personal property.
20

21 **12. INSURANCE REQUIREMENTS**

22 OWNER, an agency of the State of Washington, warrants that it is self-insured against liability claims in
23 accordance with the risk management and tort claims statutes, including RCW 4.92 and RCW
24 43.21.280 et seq. The tort claims procedure, RCW 4.92.100 et seq., provides the fundamental remedy
25 for all tort liability claims against the Agency and its officers, employees, and agents acting as such and
26 all such claims must be filed and processed as provided therein.
27

28 **13. DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES**

29 The OWNER represents that the premises are in fit condition for use by the TENANT on the occupancy
30 date. TENANT shall surrender the premises at the end of the lease term, or any renewal thereof, in
31 the same condition as when TENANT took possession, allowing for reasonable use and wear.
32

33 **14. HOLD HARMLESS**

34 Each party to this agreement shall be responsible for its own acts and/or omissions and those of its
35 officers, employees and agents. No party to this agreement shall be responsible for the acts and/or
36 omissions of entities or individuals not a party to this agreement.
37

38 **15. ASSIGNMENT OR SUBLEASE**

39 The TENANT shall not sub-let or assign any part of this lease without the written consent of the
40 OWNER. Such consent shall not be unreasonably withheld.
41

42 **16. ACCESS BY OWNER**

43 The TENANT will allow the OWNER or its employees or agent's access to the premises at reasonable
44 times to enter and inspect the premises and to perform any necessary custodial, maintenance or
45 repair work.
46

1 **17. TERMINATION**

2
3 **A. Termination for Convenience**

4 1. It is mutually understood and agreed by and between the OWNER and TENANT that this Lease
5 may be cancelled and terminated by mutual agreement upon written notice at the end of the
6 academic year and not less than three (3) academic quarters in conjunction with the Agreement at
7 Section 13. WPC reserves the right to teach out any or all cohorts underway.

8
9 2. Should funds be reduced or not be allocated, there is expressly reserved to the TENANT the
10 right and option to terminate this Lease and to relinquish and give up said premises by giving
11 written notice to the OWNERS at least three hundred and sixty (360) days prior to the date of
12 termination, in which event rent shall be prorated to the date of termination.

13
14 **B. Termination for Cause**

15 1. In the event that either party determines that the other party has failed to comply with the
16 conditions of this Agreement, they have the right to terminate this Agreement. Prior to the
17 termination, the other party shall be notified in writing of the need to take corrective action. If
18 corrective action is not taken within 30 days (or such time as reasonable based on the facts and
19 circumstances) the Agreement may be terminated effective at the end of the corrective period, in
20 which event rent shall be prorated to the date of termination.

21
22 2. If at any time during the term of this Agreement, TENANT determines that physical barriers
23 exist which deny full access to the facilities for any person, with disabilities, TENANT shall notify
24 OWNER in writing. If OWNER and TENANT cannot arrive at a mutually satisfactory agreement for
25 accomplishing necessary alterations within thirty (30) days of said written notice, TENANT shall
26 have the option to terminate this Lease by giving at least sixty (60) days prior written notice, in
27 which event rent shall be prorated to the date of termination.

28
29 3. In the event of a termination for cause, breaching party shall be liable for damages as
30 authorized by law. The rights and remedies provided in this Agreement are not exclusive and are
31 in addition to any other rights and remedies provided by law.

32
33 **18. QUIET ENJOYMENT**

34 So long as the Tenant is not in default in the payment of its rent or any other obligation of this lease or
35 in the performance of any of the terms, covenants or conditions of the lease, TENANT'S possession
36 and rights and privileges under the lease shall not be diminished by any mortgagee or any successor to
37 the OWNER's interest in the property.

38
39 **19. MONTH TO MONTHLY TENANCY**

40 If TENANT remains in possession of the premises after the expiration or termination of the agreement
41 term, or any extension thereof, such possession by the TENANT shall be deemed to be a month-to-
42 month tenancy, terminable as provided by law. During such month-to-month tenancy, Tenant shall
43 pay all rent provided in this Agreement or other rent as the parties mutually agree in writing and all
44 provisions of this Agreement shall apply to the month-to-month tenancy, except those pertaining to
45 term and option to extend.

46

1 **20. WAIVER**

2 Failure of either party to declare any default immediately upon occurrence thereof, or delay in taking
3 any action in connection therewith, shall not waive such default, but party shall have the right to
4 declare any such default at any time thereafter.
5

6 **21. ATTORNEY'S FEES**

7 In the event either party places the enforcement of this Agreement, or any part thereof, or the
8 collection of any rent due, or to become due hereunder, or recovery of the possession of the leased
9 premises in the hands of an attorney, or files suit upon the same, the non-prevailing (or defaulting)
10 party shall pay the other party's reasonable attorneys' fees and court costs.
11

12 **22. LIENS**

13 The TENANT agrees to keep the premises free from all liens and charges for any material or service
14 supplied at its request.
15

16 **23. BINDING EFFECT**

17 All provisions of this lease shall apply to and be binding on the parties hereto, their successors, heirs,
18 executors and assigns.
19

20 **24. AUTHORITY**

21 The parties hereto warrant that they have the authority to commit to this agreement.
22

23 **25. NOTICE**

24 All notices shall be in writing, addressed to either party as specified in Section 13 of the Agreement.
25

26 **26. NEGOTIATION AND CONTRUCTION**

27 This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated
28 between the parties, and the language in all parts of the Agreement will, in all cases, be construed
29 according to its fair meaning and not strictly for or against either party.
30

31 **27. APPLICABLE LAW**

32 This Agreement shall be construed and interpreted according to the laws of the State of Washington.
33

**Appendix B:
Schedule of Fees**

SCHEDULE OF FEES

Based on the Agreement between WPC and LCC for Baccalaureate and Graduate Degree Program(s), students attending WPC baccalaureate or graduate classes at LCC will be provided access to library, computer labs, parking, and other traditional college services consistent with the access provided to regular LCC students. Students enrolled in upper level baccalaureate or graduate courses will be assessed student fees by WPC as authorized by RCW 28B. 15.031, as part of and in addition to their tuition. These fees will be assessed at WPC rates. LCC will bill WPC directly for reimbursement for student services and for expenses incurred by WPC in its classroom operations as detailed below. Reimbursement for the student service and classroom operation expenses will be made by WPC to LCC.

1. STUDENT SERVICES:

WPC will reimburse LCC for services provided to students pursuant to the terms of the Agreement at a rate of \$25.00 per student per term. Terms are defined as 10 weeks or every 2 classes for Baccalaureate programs and 12 weeks or every 2 classes for Graduate programs. No other fee shall be applied to WPC students attending classes at LCC. Memberships to the LCC gym are available to WPC baccalaureate and graduate degree program students but are not mandatory; gym membership is not included in the student services fee and will be assessed as a separate fee.

2. CLASSROOM OPERATION EXPENSES:

WPC will be assessed fees that pertain to the Lower Columbia College operation that include:

- A classroom fee of \$15.00 per classroom per hour to cover the usage of special distance education classroom space, maintenance and general overhead involved in offering courses at Lower Columbia College.
- Any special set-up or use of facilities or equipment not covered by this schedule of fees will be billed directly to the requestor of those services. All LCC classrooms include a desktop computer with internet access, speakers, a projector and screen. Lower Columbia College shall provide a listing of other equipment available.
- Lower Columbia College's Disabilities Support Services (DSS) office will assist WPC's DSS Director with Sign Language interpreter coordination for qualified students enrolled in WPC classes. LCC's DSS may provide names of interpreters who are available to WPC. LCC DSS will also provide contact information for outside agencies for interpreter coordination assistance when needed. Sign Language Interpreters for WPC classes will be employees of WPC. WPC will be responsible for all interpreter fees and expenses to any outside agency used for interpreter coordination.

LCC will bill WPC each month for these fees. Fee payment will be due and payable within 30 days.

The schedule of fees will be reviewed annually each summer by designated representatives. Changes to this schedule should be made by July 1 of each year, based upon mutual agreement of both WPC and LCC.

**Appendix C:
College Learning Commons Operations**

WHEREAS WPC and LCC are interested in ensuring that faculty, staff and students participating in the Baccalaureate and Graduate Degree Program have access to LCC's Learning Commons (LC) resources and services to support their academic program;

NOW THEREFORE, the LCC and WPC agree they will share responsibility for information resources as follows:

1. The Lower Columbia College LC will be the primary place on the Lower Columbia College campus for library and media resources and services to support the WPC students.
2. LCC Librarians and LC staff will provide the following services to WPC students and faculty:
 - On-site services for reference, circulation and reserve of print.
 - Orientation to the LCC LC services and collections.
 - Instruction in research materials and methods appropriate to the course of study as applied to resources available in the LCC LC.
3. WPC librarians and staff will provide the following services to WPC students and faculty:
 - Telephone, chat and email reference service.
 - Resource materials for WPC courses as requested.
 - Orientation to remote use of the WPC Libraries.
 - Instruction in research materials and methods appropriate to the course of study.
 - Borrowing of physical materials
4. LCC and WPC librarians will collaborate in conducting orientation and information literacy instruction appropriate to each WPC program.
5. LCC librarians will be familiar with courses offered by WPC at the LCC.
6. LCC and WPC Librarians will familiarize themselves with resources of both libraries for WPC classes offered at LCC.
7. LCC Librarians will have access to WPC electronic databases only for the purposes of assisting WPC students and faculty needing help with the use of those databases. WPC students and faculty will have access to all WPC electronic resources available for remote access.

LCC LC Policies for WPC Students and Faculty

1. When borrowing from the LCC LC, WPC students will be governed by all LCC LC policies established for LCC students and faculty (circulation policies, overdue fines, use of media equipment).
2. When borrowing directly from WPC Libraries and Summit, WPC students and faculty will be governed by WPC policies.

1 **Technical Support**

- 2 1. WPC will allow on-site access to WPC Libraries' electronic resources without hindrance (e.g.
3 firewalls or wireless restrictions)
4 2. LCC will provide support to help WPC librarians use LCC classrooms for library instruction

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6 **Financial Considerations/staffing**

7 LCC will monitor the use of reference and other LCC LC services by WPC students so that LCC and WPC can
8 agree on a reasonable compensation plan for additional staffing needs. WPC agrees to participate in
9 shared AmeriCorps inter-assistance for a prorated amount of the cost, but not to exceed \$2000.00 per
10 year.

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**Appendix D:
Disabilities Support Services**

Accommodating Students with Disabilities Attending WPC Programs at LCC

Both WPC and LCC offices serving students with disabilities are committed to providing seamless, efficient, effective, equitable and timely accommodations to qualified WPC students with disabilities enrolled in WPC classes at LCC.

1. WPC will determine accommodations for WPC students enrolled on the LCC facilities. A WPC staff member will provide support services under the direction of the WPC Disability Support Services.
2. The location of these services will be in the LCC facility leased/occupied by WPC.
3. WPC will be responsible for:
 - Intake interviews coordinated with Disability Support Services (DSS) Director at WPC
 - Document intake and transfer to WPC DSS
 - Ensuring that accommodations are in place, including instructor notification letters, moving furniture and equipment and provision of auxiliary and alternative formats as directed by WPC DSS
 - Intervention and advocacy
 - Ongoing communication and collaboration with the WPC DSS office
4. WPC academic program will be responsible for reasonable expenses related to student accommodations.
5. WPC funding will be provided, by the academic program, to purchase required equipment, or potential emergency arrangements will be made to utilize LCC's existing equipment.
6. WPC will provide the LCC DSS office with referral materials, including business cards and student handbooks, for WPC students requesting assistance. LCC DSS office will provide assistance in scheduling appointments with the WPC DSS Director.
7. Requests for classroom re-arrangements or moves will be coordinated by the WPC campus coordinator working with LCC staff.

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**Appendix E:
Student Conduct**

Based on the Agreement between WPC and LCC for Baccalaureate and Graduate Degree Programs, WPC students attending classes at LCC will be subject to the Warner Pacific College Student Conduct Code as outlined in WPC Catalog and ADP Bulletin.

1. WPC will provide the Student Service office with referral materials, including business cards and student handbooks, for WPC students requesting assistance.
2. In the event that a student allegedly violates the WPC Student Conduct, WPC will provide a conduct review officer to adjudicate the alleged violation.
3. WPC will send a conduct review officer to LCC's campus to review the case, hold a preliminary conference for the student and provide a hearing for the student as outlined in the WPC student conduct code.
4. LCC will designate an administrative contact that will help coordinate room scheduling needs for the conduct review officer while on LCC's campus.

Title IX Compliance

Title IX of the Education Amendments of 1972 ("Title IX"), 20 U.S.C. Sec. 1681, et seq. and 34. CFR § 106.9, prohibit discrimination on the basis of sex in any federally funded education program or activity. In compliance with this federal policy, Warner Pacific College does not discriminate on the basis of sex in its education programs and activities and has designated the following individual as Title IX compliance officer(s)

1. Jon Sampson, Dean of Students (Senior Deputy Title IX Coordinator - handling concerns from students), Office Location Smith Hall 219, Office phone number 503-517-1056, Email: jsampson@warnerpacific.edu.
2. Jared Valentine, Community Life Compliance Officer (Deputy Title IX Coordinator handling concerns from students), Office Location: Smith Hall 211, Office phone number 503-517-1008, Email: jvalentine@warnerpacific.edu.
3. Charity Tripp, Student Affairs and Residence Life Coordinator (Deputy Title IX Coordinator - handling concerns from students), Office Location Smith Hall 216, Office phone number 503-517-1098, Email: ctripp@warnerpacific.edu.
4. Lori Jass, Associate Vice President for the Adult Degree Program (Deputy Title IX Coordinator - handling concerns from ADP students), Office Location Centre 205, 2600 SE 98th Ave., Suite 200, Portland, Oregon, Office phone 503-517-1320, Email: ljass@warnerpacific.edu.
5. Bev Fitts, Director of Human Resources (Deputy Title IX Coordinator – handling concerns from staff and faculty), Office Location AF Gray 216, Office phone number 503-517-1031, Email: bfitts@warnerpacific.edu.

All inquiries concerning the application of Title IX including inquiries about the college's sex discrimination, sexual harassment, or sexual assault policies may be referred to the appropriate Title IX officer.

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Appendix F:
Financial Aid Consortium
For Title IV Federal Financial Aid Programs

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1. INTRODUCTION

A consortium agreement is a written, formal agreement between two institutions eligible to participate in the Title IV federal financial aid programs. These programs include but are not limited to Federal Pell Grants, SEOG, Work Study, Perkins Loan and Direct Loans. This agreement also includes all relevant state aid programs. The consortium agreement allows a student to enroll in courses at the "host" institution while working toward a degree from the "home" institution. For purposes of this agreement, Lower Columbia College will serve as the "home" institution until such time the student is admitted to Warner Pacific College. Beginning with the first quarter of admittance, Warner Pacific College becomes the "home" institution. By signing this agreement, Lower Columbia College and Warner Pacific College are stating that they have a clear understanding of their rights and responsibilities under the agreement.

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2. APPLICATION, VERIFICATION AND RECORD RETENTION

Students must apply to the "home" institution for financial aid. The home institution will be responsible for compliance with all applicable aid regulations and retention of financial aid records. The Financial Aid Office at the home institution will be responsible for insuring that students do not apply for and receive financial aid at the host institution during any term for which they receive aid.

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3. AWARDING

Awarding and notification of financial aid will be the responsibility of the Financial Aid Office at the home institution. The host institution will be responsible for informing the home institution of the number of credits and cost of tuition and books for each student in the program for each quarter. The home institution will determine the enrollment status and cost of attendance based upon the total enrolled hours at both institutions. The home institution has the right to cancel any funds for which the student is not eligible and may adjust aid funds according to changes in enrollment status and /or cancellation of enrollment by the student.

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4. DISBURSEMENT OF FUNDS

Disbursement of aid will be the responsibility of the home institution.

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5. SATISFACTORY ACADEMIC PROGRESS

Satisfactory academic progress will be monitored by the home institution according to the institution's policies and procedures. The host institution will be responsible for registering students and posting student grades by the deadlines established by the home institution.

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6. RETURN OF TITLE IV FUNDS

Students must adhere to each institution's published tuition payment deadlines. The respective program coordinators will be responsible for reporting the date of any official withdraws to the other institution. In the event of an unofficial withdrawal, the program coordinators will determine the last date of attendance from each of the student's instructors and report that date to the other institution. Each institution in which the student is enrolled will be responsible for calculating and applying a refund of tuition, fees or other charges according to institutional refund policies. The home institution will be responsible for calculating repayments owed by the school and/or the student under the applicable Return of Title IV funds regulations.

1 **7. ENROLLMENT REPORTING**

2 Enrollment reporting to the Clearinghouse and other agencies will be the responsibility of each institution
3 and will not reflect the combined credits from both institutions.

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3 **Appendix G:**
4 **INTERNATIONAL STUDENTS CONDITIONAL ADMISSIONS AND TRANSFER AGREEMENT**

5 In order to facilitate the application and conditional admission of eligible international students enrolled in
6 associate degree programs at Lower Columbia College with WPC, LCC and WPC enter into this
7 international Transfer Admissions (ITA) Agreement.
8

9 **CONDITIONS:**

- 10 1. The criteria for an international student to be conditionally admitted to WPC are pursuant to this
11 ITA appendix. Criteria include:
12 A. Student provides permission for LCC to transmit request to participate in Conditional
13 Admissions and submit official student records to WPC;
14 B. Student maintains contact with a WPC-representative;
15 C. Student meets all the terms of admission of WPC at the time they plan to enroll:
16 • Minimum GPA of 2.00 earned at Lower Columbia College
17 • Completion of an eligible articulated transfer associate degree
18 • English proficiency Requirement: Completion of college level English composition
19 with an overall GPA of 2.0 or a minimum TOEFL score 525 PBT/195 CBT/71 IBT
20 • Photocopy of passport identification page
21 • Photocopies of transcripts from all secondary schools or colleges attended outside
22 of the United States.
23 • Original financial support document (such as a bank statement or scholarship
24 award letter) no more than six months old showing enough funding for at least
25 one year of study the first year the students begins attendance at WPC.
26 • Pay \$50 application fee
27 • Meet application deadlines and satisfy all other regular admissions requirements
28 as determined by WPC;
29 D. Admission into some competitive WPC majors is not guaranteed and depends on specific
30 school/college requirements that are not affected by this agreement;
31 E. LCC international students who complete an intent to Enroll Form will be governed by the
32 WPC degree requirements in effect at the time of their WPC matriculation.
33
34 2. Courses taken by international students at LCC which are listed in the WPC/LCC Transfer Guide
35 shall qualify as transfer credits at WPC. Transfer credit for any LCC course not listed in the Transfer
36 Guide shall be granted at the discretion of WPC.
37
38 3. International students in the ITA shall be governed by the regulations, requirements and
39 procedures of LCC until such time as they are granted an eligible associate degree. After they have
40 matriculated at WPC, international students shall be governed by the regulations, requirements
41 and procedures at WPC.
42
43 4. International students in the ITA program under this appendix are expected to enroll at WPC
44 within two quarters following the completion of an eligible associate degree. International
45 students who wish to continue their baccalaureate program at WPC at a later time must apply for
46 a deferral, upon space availability. International students who enroll at a third institution

1 subsequent to the final quarter at Lower Columbia College shall lose their automatic transfer to
2 WPC

- 3 A. Eligible international students who intend to participate in the ITA program must, after
4 admission to LCC, complete an "Intent to Enroll" form for WPC available in the
5 International Student Programs Office at Lower Columbia College.
- 6 B. LCC will attach a copy of each student's LCC admissions form to his/her "Intent to Enroll"
7 form for WPC and send both documents to the International Education Office at WPC.
- 8 C. After reviewing the application, admission officers at WPC will send a conditional letter of
9 admission to WPC to each eligible international student noting the term that the student
10 has indicated as the anticipated entry term at WPC (future term), subject to the
11 limitations set forth in this Memorandum of Agreement.

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13 **INTENT TO ENROLL PROCEDURES:**

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15 **OBLIGATIONS OF WPC:**

16 In order to facilitate this agreement, WPC agrees to the following responsibilities:

- 17 1. To process the transferring ITA students' I-20 forms via the SEVIS system in a timely manner to
18 ensure a smooth transfer.
- 19
20 2. LCC international students may apply for and be considered for academic scholarships.
21 Scholarship qualifications will be determined by WPC.
- 22
23 3. To support a Direct Transfer Agreement and/or articulated agreement that allows transferring
24 ITA students to transition smoothly and predictably between LCC and WPC.
- 25
26 4. To send to LCC international students, whom WPC determines to be eligible for admission to
27 WPC under this agreement, a letter of conditional admission and general WPC information
28 covering the following:
 - 29 A. That students must fulfill all requirements for WPC admission, such as meeting application
30 deadlines and satisfying all other regular admissions requirements as determined by WPC;
 - 31 B. That admission into some competitive WPC majors is not guaranteed and depends on
32 specific school/college requirements that are not affected by this agreement; and
 - 33 C. That Lower Columbia College international students admitted through this process will be
34 governed by the WPC degree requirements in effect at the time of their WPC
35 matriculation.
- 36
37 5. To schedule periodic advising days at the LCC campus as the institutions mutually deem
38 necessary and to provide advising information for WPC academic programs
- 39
40 6. To the extent permitted by FERPA, to provide LCC, during the term of this appendix, student
41 retention rates, graduation rates and the grade point averages for those LCC international
42 students who entered WPC as part of the ITA appendix.
- 43
44 7. To provide each eligible student WPC ID, once the transferred ITA student begins full-time
45 attendance at WPC.
- 46
47 8. To market and publicize the conditional admissions program with LCC to prospective
48 international students.

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2 **OBLIGATIONS OF LOWER COLUMBIA COLLEGE:**

3 In order to facilitate this appendix, LCC agrees to the following responsibilities:

- 4 1. To process the transferring ITA students' I-20 forms via the SEVIS system in a timely manner to
5 ensure a smooth transfer.
6
7 2. To publicize the conditional admissions agreement with WPC to prospective international
8 students.
9
10 3. To ensure the necessary "Intent to Enroll" forms are available to international students at the LCC
11 International Programs office.
12
13 4. To distribute, receive and process "Intent to Enroll" forms that International students complete in
14 order to participate in this program.
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16 5. To issue the initial I-20 to incoming international students.
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18 6. To provide WPC with information (name, address, choice of degree program and academic record)
19 of those students interested and admitted under this ITA appendix, each quarter.
20

21 **JOINT OBLIGATIONS/MISCELLANEOUS PROVISIONS:**

22 In order to facilitate this agreement, WPC and LCC agree to the following responsibilities:

- 23 1. The International Office Directors from each Institution will initiate the review of this agreement
24 annually in April and recommend any changes that are mutually agreed to by the parties as
25 needed. No changes shall become effective unless in writing and signed by the President or
26 his/her designees from both parties.
27
28 2. Either institution may terminate the agreement at any time by written notice at least two quarters
29 in advance of the effective date of termination. However, it is understood that such termination
30 will not apply to International students already conditionally accepted to WPC under the terms of
31 this agreement, even though not yet enrolled.
32
33 3. Each institution will designate a representative who will coordinate and monitor the ITA
34 agreement.
35
36 4. LCC and WPC will develop and implement advertising and promotional efforts to attract
37 international students to both LCC's and WPC's programs that include:
38 A. Collaboration on the design, content and production and to share the costs of a common
39 brochure, web page and other recruitment collateral materials to promote the 2+2
40 agreement that contains the basic program concepts, requirements and the benefits of the
41 program for students as well as contact persons at LCC and WPC and their addresses and
42 admission procedure.
43 B. Joint participation in selected recruitment fairs domestically and abroad.
44 C. Promotion of the LCC/WPC ITA when recruiting international students.

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D. Representatives, appointed by the presidents of LCC AND WPC, shall meet periodically to assess the combined marketing and promotional programs for the 2+2 ITA program. It shall be the responsibility of these representatives to plan, develop, consult and recommend to their respective institution the appropriate recruitment and marketing strategies in promoting this agreement.

5. LCC and WPC will develop, maintain and share records of the LCC international students admitted into the program to the extent permitted by the Family Educational Rights and Privacy Act of 1974 (FERPA).
6. International students who do not complete an eligible associate degree from Lower Columbia College will not be granted automatic admission to WPC and must apply for admission under the regular transfer admissions process.
7. This ITA Agreement shall not be construed to create a relationship of partners, brokers, employees, servants or agents as between the parties. The institutions to this appendix are acting as independent parties.
8. Neither party to this ITA appendix shall have the right to assign any duty or responsibility arising hereunder without the written consent of the other party.
9. Each party to this agreement shall be responsible for damages to persons and/or property resulting from negligence on the part of itself, its employees, or its officers or agents. Neither party will be considered there agent of the other or does neither party assume responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.

This agreement does not restrict either WPC or LCC from working with other entities, schools, agents and recruiters in promoting their own programs.