

AMENDMENT to AGREEMENT
Between Cascadia College and Pierce College
HSEM Program

PERIOD OF PERFORMANCE

The period of performance for this Amendment to the Agreement shall commence Fall Quarter, 2018, through Summer Quarter, 2020, and will be re-affirmed or modified every two years at a minimum or as needed in writing.

COLLECTION OF TUITION AND FEES AND BILLING PROCEDURES

Cascadia College will collect the standard tuition and fees for in-state or out-of-state students as appropriate for Cascadia College students enrolled in any Homeland Security-Emergency Management (HSEM) online course delivered through Shared Canvas Delivery. In addition, Cascadia College will charge to students and submit to Pierce College the Pierce College course and eLearning fees. \$112.20 is the program per credit hour fee and \$8.00 per credit Pierce eLearning fee. Cascadia College may collect additional fees from students for their own expenses as they determine.

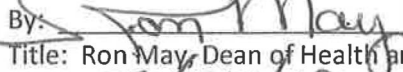
Payment to Pierce College will be made by warrant or account transfer by Cascadia College within 30 days of receipt of the billing invoice. Upon expiration of this Amendment, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

HOLD HARMLESS

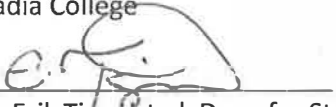
Each party to this agreement shall be responsible for any and all claims, damages or other liability, including costs of defense and attorney's fees, arising out of the acts or omissions of its officers, employees and/or agents in the performance of its obligations under this contract. Neither party assumes responsibility for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment.

Pierce College:

By: 
Title: Ron May, Dean of Health and Technology
Date: 7/27/18

Cascadia College

By: 
Title: Erik Tingelstad, Dean for Student Learning
Date: 8.13.18

APPROVED AS TO FORM
ATTORNEY GENERAL'S OFFICE

**INTERAGENCY AGREEMENT BETWEEN
PIERCE COLLEGE
AND
CASCADIA COLLEGE**

THIS AGREEMENT is made and entered into by and between Pierce College, hereafter referred to as “Pierce” and Cascadia College, hereafter referred to as “Cascadia”. This document will serve as the guide for the partnership and collaboration between Pierce and Cascadia in order to increase the access of Cascadia students into Pierce’s online Homeland Security Emergency Management (HSEM) Program.

PURPOSE

Pierce and Cascadia are collaborating in providing access into the Pierce College online Homeland Security Emergency Management (HSEM) program. Pierce and Cascadia will work together to prepare students for the Associate Degree in HSEM and to coordinate marketing, advising, admittance, academic support, and access to Cascadia students.

This Agreement is based on the evaluation of the rigor and content of the general education and technical courses at both Pierce and Cascadia. The HSEM content specific courses will be delivered by Pierce College. Cascadia students will be able to register for the appropriate courses each quarter while remaining Cascadia college students in the non-content specific courses.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

SCOPE OF WORK AND RESPONSIBILITIES

- This Agreement will commence in September 2018 and be assessed/renewed every two years.
- Effective Fall 2018, the Cascadia liaison will be cross trained to assist Cascadia students in preparing for and accessing admission to the online program.
- The Cascadia liaison will provide information sessions and preliminary advising to students in the HSEM pathway. Cascadia will be able to code these students with a pre-HSEM code.
- Pierce and Cascadia shall furnish the necessary personnel, equipment, materials, and/or services and otherwise do all things necessary for, or incidental to, the performance of the work set forth and incorporated herein.
- Pierce and Cascadia shall ensure that any instructor, personnel or student representing the HSEM program will not discriminate against any participant or applicant based on race, color, religion, national origin, age, handicap, status as a veteran, sex, gender, or sexual orientation, nor shall any party to this agreement engage in such discrimination in their respective employment or personnel policies.
- This Agreement is made pursuant to the understanding that Pierce and Cascadia are both accredited by the Northwest Commission on Colleges and Universities (NWCCU), an institutional body recognized by the Council for Higher Education Accreditation and the U.S. Department of Education. Notice of any change in accreditation status of either institution must be reported, in writing, within thirty days of such change of status.

Responsibilities of Pierce:

1. Provide qualified faculty and facilities necessary to teach content specific courses and to provide access to curriculum and professional development, training, equipment and other educational materials as shall be required for the success of the HSEM program.
2. The Program faculty and online support staff are housed at Pierce with additional duties due to the partnership in the HSEM Program.
3. Pierce shall provide organizational management of the Pierce/Cascadia collaboration.
4. Coordinate the marketing strategy for the program between Pierce and Cascadia, including networking in the community to raise awareness and support of the program. Work with college marketing personnel on each campus in approval, publication and distribution of program materials, and update as necessary.
5. Work closely with Cascadia liaison and local employers in finding student placements for internships and employment.
6. Program Director responsibilities:
 - a. Facilitate the coordination of the program between Cascadia and Pierce.
 - b. Oversee recruitment and advisement of the student participants with the support of the Pierce staff and faculty and Cascadia liaison.
 - c. Recruit, hire, and schedule instructors for the courses, manage the curriculum development and support the part time instructors' professional development.
 - d. Work with prospective HSEM employers to provide program updates and continue on-going dialogue with advisory committee members as to the direction and progress of the collaboration.
 - e. Work with Cascadia liaison to provide HSEM information to Cascadia including all necessary information to facilitate the HSEM program collaboration and partnership.
 - f. Work closely with ELearning Office on online enrollments and communicate with Cascadia online HSEM students.
 - g. Work with Cascadia liaison on issues related to dual enrollment, financial aid, online learning, retention, etc.

Responsibilities of Cascadia:

1. Provide qualified liaison and provide the facilities necessary to support the related instruction courses needed for the HSEM Program. Provide access to curriculum and professional development, training, equipment, and other educational materials as shall be required for the success of the HSEM program partnership.
2. Coordinate distance learning activities with Pierce including sharing the item numbers for college HSEM sections, mechanism for submission of grades, class capacity determination on college HSEM sections, dates for the online course start dates and share the information with interested Cascadia partners and potential enrollees.
3. Following student informed consent, share appropriate student information in order to facilitate timely student progression in the HSEM pathway and to provide for internship placement.
4. Be responsible for advisory member recruitment especially related to building local internship placement opportunities.

5. Connect on a regular basis with Pierce HSEM Program Director for coordination of schedule, marketing, advising, outreach, and curriculum development.
6. Support staff in the Cascadia Distance Learning Office will work closely with the HSEM Program Director and Pierce ELearning Director to assist HSEM students in accessing their online courses as well as assist with additional student retention efforts.

PERIOD OF PERFORMANCE

Subject to other provisions, the period of performance of this Agreement shall commence on Fall Quarter 2018 and is intended to be an ongoing agreement re-affirmed annually.

PAYMENT

It is not expected that there will be shared costs, however, any costs related to the collaboration and partnership activities will be jointly developed and approved by administrative personnel at Cascadia and Pierce and will be attached to the updated Interagency Agreement annually. The parties agree that the costs of accomplishing the work will not exceed agreed upon budgeted amount. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

ADMINISTRATIVE/FISCAL AGENCY

Pierce College, hereafter known as "Administrative Agent", shall serve as budget administrator for the Cascadia/Pierce College HSEM collaboration. As such, the Administrative Agent shall have the general supervisory control over decisions regarding financial transactions related to those funds.

BILLING PROCEDURE

Payment to Pierce for any approved and completed work will be made by warrant or account transfer by Cascadia within 30 days of receipt of the invoice. Upon expiration of the agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date of the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and providing a reasonable opportunity to respond. Each party will utilize reasonable

security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by Pierce. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT CHANGES, MODIFICATIONS, AND AMENDMENTS

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

TERMINATION

Either party may terminate this Agreement upon 30 days’ prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination and in addition, the following will apply:

- Cascadia and Pierce will assist students already started to complete the HSEM program.
- Each college will retain the equipment they bring to the collaboration. Equipment obtained jointly will be divided equally by mutual agreement.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor’s process will control.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

HOLD HARMLESS

Each party to this agreement shall be responsible for any and all claims, damages or other liability, including costs of defense and attorney's fees, arising out of the acts or omissions of its officers, employees and/or agents in the performance of its obligations under this contract. Neither party assumes responsibility for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.


The Program Manager for Pierce College is:

Ron May
Pierce College District
Dean of Health and Technology
9401 Farwest Dr. SW
Lakewood, WA 98498
253-964-6736

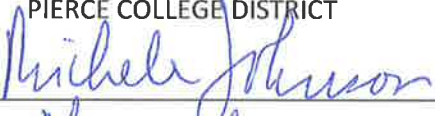
The Program Manager for Cascadia is:
Erik Tingelstad
Dean for Student Learning
Cascadia College
18345 Campus Way NE
Bothell, WA 98011
425-352-8277

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
CASCADIA COLLEGE

By: 
TERENCE Hsiao
Title: Acting President
Date: 8/13/18

State of Washington
PIERCE COLLEGE DISTRICT

By: 
Michele Johnson
Title: Chancellor
Date: 8/6/18