Amendment No. 1 to PSU Agreement #14452

ARTICULATION/TRANSFER AGREEMENT
Lower Columbia College – Associate in Business

This Articulation Agreement Amendment (Amendment) to the Agreement #14452 (Agreement) is made and entered into by and between Portland State University (PSU), a Public University in Portland, Oregon, and Lower Columbia College (LCC), a Community College in Longview, Washington.

Background
PSU is a comprehensive research university that serves its students and the people of Oregon, the nation, and the world through the creation and transfer of knowledge in the liberal arts, the natural and social sciences, and the professions; and

LCC, an agency of the Washington State Community and Technical Colleges, is a community college with the mission of ensuring each learner’s personal and professional success, and influencing lives in ways that are local, global, traditional, and innovative.

LCC and PSU are accredited by the Northwest Commission on Colleges and Universities (NWCCU), an institutional accrediting body recognized by the Council for Higher Education Accreditation.

It is in the interest of both LCC and PSU to facilitate the transfer of qualified students from LCC to PSU.

NOW THEREFORE, the parties, for good and sufficient consideration agree as follows:

PSU agrees to accept credits for student transferring from LCC to PSU, as outlined in Appendix A, Articulation and Transfer Criteria, and per the Credit Transfer tool Transferology™, which are hereby incorporated and made a part of this Agreement. In the event of a discrepancy between Appendix A and this Agreement, the language of the Agreement shall take precedence.

Terms and Conditions
1. **Term; Termination.** This Agreement shall commence on the date of final signature by the parties and shall terminate August 31, 2017 unless terminated earlier as provided herein. This Agreement may be renewed for additional terms of any length by the mutual written agreement of the parties. Either party may terminate or suspend this Agreement for convenience upon sixty (60) 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 (60) day period.
Notwithstanding the termination of this Agreement, any students who have applied to transfer from LCC to PSU prior to or during the (60) day period shall be treated as if this Agreement continues to be in effect. This Agreement may also be terminated as provided elsewhere in this Agreement.

2. **Admission to PSU Is Not Guaranteed.** Students shall apply for admission to PSU in accordance with the then-existing rules, policies, and procedures of PSU. This Agreement does not guarantee admission to PSU. Admission to PSU does not guarantee admission into any specific program or major at PSU. Admission to PSU under this Agreement and to any specific program or major is at the sole discretion of PSU.
3. **Oregon Residency Status.** Students must meet the requirements of the residency rules of the Oregon state Board of Higher Education in order to be classified as Oregon residents for purposes of tuition and fees.

4. **General Provisions.**
   a) **Contract Administration.** The representatives for purposes of administering this agreement are:
   
   **For PSU**
   
   Sukhwant Jhaj  
   Vice Provost for Academic Innovation and Student Success  
   P.O. Box 751  
   Portland, OR 97207  
   503.725.8996  
   jhaj@pdx.edu

   **For LCC**
   
   Chris Bailey  
   President  
   1600 Maple Street  
   Longview, WA 98632  
   360.442.2101  
   cbailey@lcc.ctc.edu

   **For PSU**
   
   Darin Matthews  
   Director of Procurement  
   P.O. Box 751 – FAST CAPS  
   Portland, OR 97207 - 0751  
   503.725.5460  
   Darin.matthews@pdx.edu

   **For LCC**
   
   Nolan Wheeler  
   VP of Administration  
   1600 Maple Street  
   Longview, WA 98632  
   360.442.2201  
   nwheeler@lcc.ctc.edu

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

   **For PSU**
   
   William Terry  
   Contract Officer  
   Portland State University  
   P.O. Box 751 – FAST CAPS  
   Portland, OR 97207 - 0751  
   503.725.9869  
   wterry@pdx.edu

   **For LCC**
   
   Renee Carney  
   Director of eLearning & Educational Partnerships  
   1600 Maple Street  
   Longview, WA 98632  
   360.442.2521  
   rcarney@lcc.ctc.edu

   c) **No Agency Relationship.** 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 dealing with third parties, including students. Neither party shall have the authority to make any statements, representations, or commitments of any kind or take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

   d) **Termination Due to Non-Appropriate of Funds.** If sufficient funds are not provided in future legislatively approved budgets of the Oregon University System (OUS) (or rom applicable
Federal, State, or other sources) to permit PSU in the exercise of its reasonable administrative discretion to continue this Agreement, or if OUS, PSU, or any program for which this Agreement was established is abolished, this Agreement may be terminated without further liability by not less than thirty (30) days' written notice to PSU's Vice Provost for Academic Affairs.

e) **No Third Party Beneficiaries.** PSU and LCC are the only parties to this Agreement and are the only parties entitled to enforce the terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

f) **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, terrorism, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

g) **Execution and Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

h) **MERGER.** 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. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

i) **Marketing of Agreement.** LCC is permitted to use PSU logo and name for advertising and international student recruitment.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year of the last date accompanying the signatures. This Agreement, consisting of 6 pages and 1 appendix, is executed by the persons signing below, who warrant they have the authority to execute the Agreement.

Portland State University
Signature: 
Sukhwant Jhaj
Vice Provost for Academic Innovation and Student Success
Date: 10/23/2014

Lower Columbia College
Signature: 
Chris Bailey
President
Date: 8/27/14

Signature: 
William Terry
Contract Officer
Date: 10-17-14

Signature: 
Brendan Glaser
Interim VP of Instruction
Date: 8/27/14

Signature: 
Erica Wagner
Associate Dean of Undergraduate Programs
School of Business Administration
Date: 10-8-14

Signature: 
Nolan Wheeler
VP of Administration
Date: 8/27/14

Attachments:
Appendix A: Articulation and Transfer Criteria

Resources:
Transferology™: https://transferology.com
PSU Advising Guides: http://www.pdx.edu/undergraduate-programs
Appendix A
Articulation and Transfer Criteria

Portland State University and Lower Columbia College
Associate in Business

Portland State University (PSU) and Lower Columbia College (LCC) agree that students earning an Associate in Business from lower Columbia College may transfer to PSU with the following understanding:

1. This Agreement applies to any major at PSU

2. The intent of this Agreement is to facilitate baccalaureate attainment for students in the Associate in Business program at LCC. The combination of courses required in this degree have been identified as providing the student with sufficient rigor and content to facilitate their success at PSU.

3. All courses numbered 100-level or above used to complete the Associate in Business are eligible for transfer to PSU and may be applied as lower division credits toward the minimum 180 credits required to earn a baccalaureate degree. A minimum of 90 eligible credit hours of 100-level or above coursework is required in order to grant the student junior standing at PSU for the purposes of registration only. If majoring in Business at PSU, a grade of C- or higher must be earned in courses required for PSU’s School of Business Administration. A grade of C or better must be earned in courses that would ordinarily transfer as vocational/technical for those courses to be eligible for transfer to PSU. (See Resources Transferology™: https://transferology.com and PSU Advising Guides: http://www.pdx.edu/undergraduate-programs).

4. The courses will transfer as identified in Appendix B, Credit Transfer Guide Table.

5. As appropriate, courses transferred may fulfill lower division degree, general education elective, and/or major requirements. See appropriate Advising Guide (http://www.pdx.edu/undergraduate-programs) for requirements that are current. (It is best for the student to work with an academic adviser to determine which catalog rules apply. Students must abide by the PSU seven year catalog eligibility rule, which holds that graduation requirements for given catalog expire at the end of seven years.)

6. Students may have lower-division requirements to fulfill in addition to the Associate in Business and will be responsible for completing all graduation requirements for PSU in effect at the time of graduate from PSU in order to earn a baccalaureate degree.

7. Students must meet PSU admission requirements in place at the time they apply for admission to PSU.

8. This Agreement will be in effect on the date of final signature by the parties. Curriculum changes by either PSU or LCC must be communicated in writing no later than June 30th of any academic year. This Agreement will be reviewed every three (3) years to ensure the continued appropriateness and viability of this Agreement.
For Questions related to Transfer, please contact the following:

**For PSU**
1. Undergraduate Advising and Support Center  
   425 Smith Memorial Student Union  
   503.725.4005  
   advising@pdx.edu
2. Community College Relations  
   425 Smith Memorial Student Union  
   503.725.9546  
   cctransfer@pdx.edu
3. School of Business Administration  
   240 School of Business Administration  
   503.725.3712  
   sba@pdx.edu

**For LCC**
1. Jim Stanley, Accounting Instructor  
   1600 Maple Street  
   360.442.2713  
   jstanley@lcc.ctc.edu