

**INTERGOVERNMENTAL AGREEMENT FOR  
FUTURE CONNECT SCHOLARSHIP PROGRAM  
BETWEEN THE CITY OF PORTLAND AND  
PORTLAND COMMUNITY COLLEGE**

This Intergovernmental Agreement is entered into between the City of Portland, Oregon, hereinafter referred to as CITY, and Portland Community College, hereinafter referred to as PCC, outlines the commitment of CITY, PCC, and, by accompanying Grant Agreement the Portland Community College Foundation, to implement the Future Connect Scholarship Program (the "Program").

**RECITALS**

- A. City Council approved the City of Portland Adopted Budget 2010-11, which included ongoing funds to institute a scholarship program for academically at-risk students; and
- B. On April 6, 2011, Council unanimously approved Ordinance # 184503 authorizing agreements and \$360,000 in funding from non-property tax general fund revenues to implement the Future Connect Scholarship Program for the 2011 Cohort; and
- C. Portland Community College and the Portland Community College Foundation have agreed to work to match the City's support for a scholarship program dollar for dollar; and
- D. Portland Community College has nationally recognized programming to support students to stay in school and complete a certificate or degree.
- E. CITY intends to execute a separate Grant Agreement with the Portland Community College Foundation to act as the fiscal agent for the Program.

Therefore, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

**ARTICLE I - SCOPE OF WORK**

CITY and PCC agree to implement the scholarship program described in ATTACHMENT A: Scope of Work here to, which by this reference is incorporated herein and made a part hereof. CITY will also execute a separate grant agreement with the Portland Community College Foundation to facilitate the transfer of funds to execute the Program.

**ARTICLE II - AGREEMENT PERIOD**

This Agreement shall become effective on the date of last signature through June 30, 2016, unless subsequent time extension, supplement, addition, continuation, or renewal is mutually

agreed upon in writing between the parties, or terminated earlier in accordance with the provisions hereof.

### **ARTICLE III – PROJECT MANAGERS**

CITY hereby appoints Kali Thorne Ladd to act as its Project Manager with regard to this Agreement: CITY may, from time to time, designate another person to act as the City Project Manager and will inform PCC in writing of any change in Project Manager.

PCC hereby appoints Pamela Blumenthal to act as its Project Manager with regard to this Agreement: PCC may, from time to time, designate another person to act as the PCC Project Manager and will inform CITY in writing of any change in Project Manager.

### **ARTICLE IV- NOTICE**

Any notice provided for under this Agreement shall be sufficient if in writing and delivered to the following addressee:

If to CITY

Kali Thorne Ladd  
Education Strategies Director  
City of Portland – Office of Mayor  
1221 SW Fourth Avenue, Suite 340  
Portland, OR 97204  
kali.ladd@portlandoregon.gov

If to PCC

Pamela Blumenthal  
Interim Director  
PCC Prep Alternative Programs  
2305 SE 82nd Ave  
Portland, OR 97216  
pamela.blumenthal15@pcc.edu

### **ARTICLE V- PERFORMANCE/REPORTING REQUIREMENT**

PCC is responsible for the performance of work and will provide a report on program activities, outcomes, and expenditures as stated in ATTACHMENT A, SCOPE OF WORK. PCC shall maintain fiscal records pertinent to this Agreement for at least three (3) years following completion of work under this Agreement. PCC shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, PCC shall maintain all other records pertinent to this Agreement in such a manner as to clearly document PCC's performance hereunder.

### **ARTICLE VI- GENERAL PROVISIONS**

#### **A. Relationship of the Parties.**

Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be an employee, agent or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

**B. Confidentiality**

The parties agree to keep personally identifiable program applicant and student information confidential as required under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99). The parties may not share information about program applicants or students with anyone that does not have a legitimate educational interest or without consent of the applicant/student

**C. Indemnification**

Subject to the Oregon Tort Claims Act (ORS 30.260 through 30.300 and the Oregon Constitution, Article XI, Section 7), PCC shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of PCC and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.

Subject to the Oregon Tort Claims Act (ORS 30.260 through 30.300 and the Oregon Constitution, Article XI, Section 7), City shall hold harmless, defend, and indemnify PCC, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of City and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.

**D. Inspection of Records**

Each of the Parties shall have the right to inspect, at any reasonable time, such records in the possession, custody or control of the other Parties necessary for review of the other Parties' obligations and its rights under this Agreement. The cost of such inspection shall be borne by the inspecting Party. This right does not extend to records privileged or otherwise exempt from disclosure under applicable law. Any party required under this Agreement to create or develop records must maintain those records for inspection pursuant to this Paragraph D.

**E. Successors; No Assignment**

The benefits conferred by this Agreement and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties. The rights and obligations of each Party under this Agreement may not be assigned in whole or in part without the prior written consent of the other Party.

**F. Compliance with Laws**

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

**G. Amendments**

This Agreement (including the attachments hereto) may only be amended by means of a writing signed by an authorized representative of each of the Parties hereto. No amendment to any provision of this Agreement shall be implied from any course of performance, any acquiescence by any Party, any failure of any Party to object to the other Parties' performance or failure to perform, or any failure or delay by any Party to enforce its rights hereunder.

#### **H. Integration**

This document constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind. No course of dealing between the Parties and no usage of trade will be relevant to supplement any term used in this Agreement.

#### **I. Interpretation of Agreement**

This Agreement shall not be construed for or against any Party by reason of the authorship or alleged authorship of any provision. The paragraph headings contained in this Agreement are for ease of reference only and shall not be used in constructing or interpreting this Agreement.

#### **J. Severability/Survivability**

If any clause, sentence or portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law. All provisions concerning indemnity survive the termination of this Agreement for any cause.

#### **K. Waivers**

No waiver by any Party of any provision of this Agreement shall be of any force or effect unless in writing. Except as otherwise provided herein, no waiver made by a Party with respect to the performance, or manner or time thereof, or obligation of another Party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the Party making the waiver or a waiver by the other Parties not joining in such waiver, and no such waiver shall be construed to be a continuing waiver.

#### **L. Headings**

Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

#### **M. No Third Party Beneficiaries**

The Parties intend that the rights, obligations and covenants in this Agreement shall be exclusively enforceable by the Parties. There are no third party beneficiaries to this Agreement, either express or implied.

**N. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument.

**O. Termination**

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In the event this Agreement is terminated for any reason during a college term for which scholarship or other program service commitments have been made to students pursuant to Attachment A, grant funds shall continue to be available to pay for these commitments to the end of the term of the college. Any right of reimbursement that the City may have against PCC or the PCC Foundation shall not include funds necessary to pay PCC's costs for these commitments to students.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

**CITY OF PORTLAND**

**PORTLAND COMMUNITY COLLEGE**

By: \_\_\_\_\_  
Mayor Sam Adams

By: \_\_\_\_\_  
Preston Pulliams, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved: ~~APPROVED~~ AS TO FORM

Approved as to Form:

By: James H. Van Dyke  
City Attorney  
**CITY ATTORNEY**

By: \_\_\_\_\_  
PCC Legal Counsel

**GRANT AGREEMENT NO.**

This Grant Agreement is entered into between the City of Portland, Oregon ("CITY" OR "GRANTOR") and Portland Community College Foundation ("PCC Foundation" OR "GRANTEE") and, by accompanying Intergovernmental Agreement Portland Community College ("PCC"), to implement the Future Connect Scholarship Program (the "Program") in an amount not to exceed \$1,140,000.

**RECITALS:**

Whereas, City Council approved the City of Portland Adopted Budget 2010-11, which included ongoing funds to institute a scholarship program for academically at-risk students; and

Whereas, on April 6, 2011, Council unanimously approved Ordinance # 184503 authorizing agreements and \$360,000 in funding from non-property tax general fund revenues to implement the Future Connect Scholarship Program for the 2011 Cohort; and

Whereas, PCC and the PCC Foundation have agreed to work to match the City's support for a scholarship program dollar for dollar; and

Whereas, Portland Community College has nationally recognized programming to support students to stay in school and complete a certificate or degree.

Whereas, CITY intends to execute a separate Intergovernmental Agreement with the Portland Community College to execute the Program.

**AGREED:****I. ACTIONS TO BE TAKEN BY GRANTEE**

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:

- Work with CITY and Portland Community College (PCC) to implement the scholarship program described in ATTACHMENT A: Scope of Work.
- Work with PCC leadership to raise matching funds for the Program equal to the amount of funds invested by CITY.
- Work with PCC and the CITY to determine final number of students to be served, based on funds raised.
- Manage Program funds consistent with program goals and funding restrictions.
- Provide funds raised for the Program to PCC for program operation.
- Submit quarterly statement of fundraising activity related to the Program and annual audited financial statements of the PCC Foundation

- Work with PCC and the CITY to present an annual report to Portland City Council, highlighting program activities and outcomes.

## II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE will acknowledge CITY support in all Program materials, on grantee's website and in other venues as appropriate. GRANTEE will utilize the Future Connect logo in all Program materials.
- B. Records: GRANTEE will maintain all records for the program for at least three (3) years following completion of work with each cohort under this Agreement, including reports on impact and achievements, documents produced for outreach or communications purposes, and financial records. All records regarding the program, as well as general organizational and administrative information, will be made available to the Grant Manager, or other designated persons, upon request.
- C. Grant Manager: The Grant Manager for this grant is:
- Kali Thorne Ladd  
Education Strategies Director  
City of Portland – Office of Mayor  
1221 SW Fourth Avenue, Suite 340  
Portland, OR 92704  
p: 503-823-1123  
e: kali.ladd@portlandoregon.gov
- D. Amendment: The Grant Manager is authorized to amend the terms and conditions of the grant provided such changes do not increase the CITY's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the GRANTEE and the Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- E. Billings/Invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- F. Reports: GRANTEE will submit to the Grant Manager a report at the conclusion of the project. The Report will include:
1. A summary of impact and achievements;
  2. Appendices with any documents produced for outreach or communications purposes; and
  3. A summary and description of grant expenditures.

### III. PAYMENTS

- A. Upon presentation of an invoice, GRANTEE will receive its funding as follows: \$380,000 by June 30, 2012 for the 2012 Cohort, \$380,000 by June 30, 2013 for the 2013 Cohort, and \$380,000 by June 30, 2014 for the 2014 Cohort. Payment for the 2012 Cohort will be made to PCC Foundation within 30 days of approval of the grant by City Council. Subsequent payments will be made upon approval of the annual budget by City Council.
- B. If Program expenditures are less than forecasted for either the 2012 Cohort or the 2013 Cohort, GRANTEE may carry ending fund balances forward and apply these funds toward Program expenditures for future cohorts.
- C. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- D. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- E. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced.

### IV. GENERAL GRANT PROVISIONS

- A. **TERMINATION FOR CAUSE.** If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the CITY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
  1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and GRANTEE is not authorized to perform services or take actions that would require the CITY to pay additional grant funds to GRANTEE.
  2. During the 30 day period, GRANTEE shall not spend unused grant funds.
  3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion.



If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.

- C. **TERMINATION OF IGA BETWEEN THE CITY AND PCC** In the IGA between the City and PCC, there is a provision to terminate the agreement by either party upon a thirty (30) day written notice. Upon the termination of the IGA, the GRANTEE may have outstanding commitments made related to this grant for the students or PCC. Also, The GRANTEE and the CITY will deem the grant agreement terminated. The GRANTEE is only obligated to refund the remainder of the grant funds, if any, net of any outstanding commitments made at the time of termination.
- D. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- E. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE will work with the principal employer working under this agreement, PCC, to take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin.
- F. **ACCESS TO RECORDS.** GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for three years after the CITY makes final payment and all other pending matters are closed.
- G. **MAINTENANCE OF RECORDS.** GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for three years from the date of completion or termination of this Grant Agreement.
- H. **AUDIT.** The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section F above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- I. **INDEMNIFICATION.** GRANTEE shall hold harmless, defend, and indemnify the CITY and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement. Further, the CITY will defend and indemnify

PCC Foundation from and against any claim that use of such funds violates the City Charter, Code, regulations or State Law.

J. WORKERS' COMPENSATION INSURANCE.

1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. GRANTEE agrees to require all employers working under this agreement to maintain worker's compensation insurance coverage for the duration of this Agreement.
2. In the event worker's compensation insurance coverage is due to expire during the term of this Agreement for any employers working under this agreement, GRANTEE agrees to require timely renewal of that insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance a renewals of said insurance occur.

K. LIABILITY INSURANCE.

1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE.
2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-

insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- L. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- M. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- N. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
- O. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- P. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations.
- Q. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any GRANTEE receiving \$300,000 or more in CITY funding, in any program year, is required to obtain an independent audit of the CITY-funded program(s). Any GRANTEE receiving between \$25,000 and \$300,000 in CITY funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the Grant Manager within thirty days of their completion.
- R. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

- S. INTEGRATION. This agreement contains the entire agreement between the CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- T. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Grant Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- U. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- V. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- W. ELECTRONIC MEANS: The parties agree the CITY and GRANTEE may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

**V. TERM OF GRANT**

The terms of this Grant Agreement shall be effective when an ordinance is passed by CITY Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect through June 30, 2016, unless subsequent time extension, supplement, addition, continuation, or renewal is mutually agreed upon in writing between the parties, or terminated earlier in accordance with the provisions hereof.

**CITY OF PORTLAND**

**GRANTEE**

\_\_\_\_\_  
Name: Sam Adams  
Title: Mayor

\_\_\_\_\_  
Name: Jeff Van Raden  
Title: PCC Foundation, Board Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Linda Meng, City Attorney

## ATTACHMENT A – SCOPE OF WORK

### **Future Connect Scholarship Program @ Portland Community College**

Each year, the City of Portland will support up to 200 Multnomah County residents to participate in the Future Connect Scholarships Program (the “Program”), which will provide tuition assistance and wrap-around student services designed to eliminate barriers to entering community college and obtaining a college degree or certificate or transferring to a 4-year college or university.

VISION: Currently, only 1/3 of students that graduate high school in Multnomah County continue on to post-secondary education. Of those who do pursue further education, less than half eventually earn a certificate or degree. The City of Portland (“CITY”), Portland Community College (“PCC”), and the Portland Community College Foundation (“PCC Foundation”) are committed to work together to increase college access and completion by eliminating barriers to attending college while providing on-going support to help students once they get there.

OBJECTIVE: The economic vitality and prosperity of our community depends upon a dramatic increase in the number of young Portlanders enrolling and completing college. The Future Connect Scholarship program aims to achieve the following objectives among participating academic-priority students:

- Improved year-to-year retention
- Completion of a certificate or degree
- Successful entry into career-ladder employment, including within City Bureaus

## **SECTION 1. DEFINITIONS & PROGRAM MODEL**

### **A. Program Scope**

This agreement covers scholarship recipients supported by the City who enter the Program during the 2012-13, 2013-14 and 2014-15 academic years (“2012 Cohort”, “2013 Cohort” and (“2014 Cohort”). It is the intention that up to 200 Multnomah County students will be selected to participate in the Program each year and will be served for a minimum of two years.

### **B. Program Services**

Financial Assistance: Financial assistance through the Program is meant to supplement, not supplant, other financial aid. It is expected that prospective Future Connect Scholars will apply for federal financial aid. Every student in the Program will receive a minimum of \$500 in Future Connect Scholarship funding to support tuition, books and fees at PCC. Additional financial assistance may be provided for students with demonstrated need, with the amount determined on a case-by-case basis.

Student Services:

Every student in the Program will receive:

- Contact from a PCC College Success Coach prior to enrolling at PCC to arrange for COMPASS tests and other PCC placement testing
- Customized program and college orientation services to include a summer transition program
- Individualized academic advising each term via at least 2 face-to-face individual meetings with an assigned PCC College Success Coach
- Two tuition-free career guidance courses taught by program College Success Coaches
- Goal setting and career planning included in coursework and individual guidance sessions
- Monitoring of student progress toward goals
- Referral to community support services
- Referral to career development services and employment resources
- Development of a transition plan at the completion of two years of program services

In addition, program students will also receive, as needed:

- Referral to tutoring centers
- Assistance in setting up study groups
- Student leadership development and engagement opportunities
- Opportunities to participate in other enrichment events, such as trips to career fairs, informational interviews, and peer tutoring
- Support with transfer to four-year college or university
- Recognition of student progress along the way

**B. Program Eligibility**

To be eligible, an applicant must plan to enroll in PCC in the fall following completion of high school diploma or a GED from a school or program within Multnomah County. In addition, it is expected that the applicant will meet the following eligibility requirements.

**2012 Cohort**

Tier 1: Priority for the Program will be given to students who participated in the Worksystems, Inc. SummerWorks program.

Tier 2: On a space available basis, students who are low-income and/or first-generation college; affiliated with a Summer Youth Connect partner program will also be eligible for the Program.

Tier 3: If Tier 1 and Tier 2 applicants are less than 90% program capacity as of June 30, 2012 (i.e. 180 applicants for Cohort 2012), PCC may identify a pool of students (Tier 3) who are low-income and/or first generation college students who have recently completed a high school diploma or GED from a school or program in Multnomah County. These students will be offered a Future Connect Scholarship on a space available basis until program capacity is reached or 20 additional scholarships (10% program capacity) have been accepted. The Future Connect Scholarship waiting list shall be exhausted prior to reaching out to the Tier 3 applicant pool.

### **2013 & 2014 Cohort**

Tier 1: Priority for the Program will be given to students identified as “academic priority” who completed two or more years of Summer Youth Connect programming.

Tier 2: On a space available basis, students who are low-income and/or first-generation college; affiliated with a Summer Youth Connect partner program will also be eligible for the Program.

Tier 3: If Tier 1 and Tier 2 applicants are less than 90% program capacity as of June 30, PCC may identify a pool of students (Tier 3) who are low-income and/or first generation college students who have recently completed a high school diploma or GED from a school or program in Multnomah County. These students will be offered a Future Connect Scholarship on a space available basis until program capacity is reached or 20 additional scholarships (10% program capacity) have been accepted. The Future Connect Scholarship waiting list shall be exhausted prior to reaching out to the Tier 3 applicant pool.

Scholarship award will be contingent upon minimum scores on Compass or equivalent college course placement exam. PCC will support scholarship recipients who do not meet minimum test scores to include but not limited to: intensive summer study sessions to increase their placement scores; referral to Project Degree, ESOL, and other existing supports; enrollment in requisite Developmental Education course(s) over the summer. Scholarship recipients who take advantage of this assistance and successfully complete the intervention(s) will be able to access their scholarship the next term.

If the number of eligible applications exceeds program capacity, the Selection Committee will identify sufficient numbers of scholarship recipients and create a rank-ordered waitlist of eligible applicants. If a scholarship recipient is later deemed ineligible or chooses not to enroll at PCC during the fall term, the scholarship will be made available to eligible students on the waitlist.

The CITY, PCC, and the PCC Foundation can jointly decide to make adjustments in the eligibility criteria if necessary.

### **C. Program Costs**

As outlined in Attachment B: Future Connect Scholarship - Program Budget, the total funding necessary to serve three cohorts of up to 200 students each in 2012-14, 2013-2015, and 2014-2016 is approximately \$2,490,931. Program Costs include expenditures related to “Financial Assistance” and “Student Services” to scholarship recipients during the length of this agreement as described in Section I. Part A “Program Services.” For purposes of this agreement, “Admin Costs” refer to reasonable charges to the Program to cover the cost of facilities, insurance, and other indirect administrative costs. As outlined in Attachment B: Future Connect Scholarship - Program Budget, these costs are capped at 6% of Program Costs.

#### **D. Program Funding**

City Funding: On an annual basis, the CITY will provide up to \$380,000 in City Non-Property Tax General Fund monies to the PCC Foundation for the Program in the FY 2011-12, FY 2012-13, and FY 2013-14 budget cycles.

Match Funding: PCC and the PCC Foundation will match the City's support for the Program dollar for dollar up to an additional \$380,000 per cohort.

Carry Over Funding: Each year of the Program, PCC will submit audited financial statements to CITY. Any ending fund balances as a result of a variance between forecasted expenses as outlined in Attachment B: Future Connect Scholarship - Program Budget and actual expenditures will be carried forward in the Future Connect Scholarship fund. CITY may, at its discretion, reduce subsequent Program payments by an equal or lesser amount.

If the CITY does not appropriate adequate funds in the FY 2011-12, FY 2012-13, and/or FY 2013-14 budget cycles, the CITY, PCC and the PCC Foundation will assess the funding available from the CITY and funds raised by PCC/PCC Foundation (and any restrictions placed on the use of funds) and determine how many students can be served in any remaining cohorts.

#### **E. Program Outcomes**

It is expected that students in the Program will attain the following outcomes.

Progression: 80% of actively enrolled students will complete 25 college credits during their first year in the program. 90% of actively enrolled students will complete 25 college credits during their second year in the program.

Career Connection: 95% of program students will participate in two or more career development activities each year. (Such activities could include completion of CG 130 course, participation in job fairs, job shadowing, or career mentoring; or completion of an internship; among others.)

Retention: 70% of program students will be retained in the Program from year to year with a GPA of 2.8 or higher.

Completion/Transfer: 50% of program students will complete a certificate or degree or transfer to another institution within 3 years.

### **SECTION 2. ROLES AND RESPONSIBILITIES**

#### City of Portland:

- Provide annual funding for the Program upon submission of an invoice from PCC Foundation.
- Collaborate with PCC to develop application and selection process.
- Collaborate with PCC to recruit students for the Program.



- Provide career exploration and career development opportunities within City bureaus to program students.
- Sponsor twenty internships in BES and Water Bureaus annually for Future Connect Scholars pursuing a career pathway related to these bureaus.
- Promote the Program to eligible students, including providing outreach and other support to assist eligible students in applying for financial aid.
- Promote the Program and the fundraising match to community and corporate leaders, as well as the general public
- Collaborate with PCC and the PCC Foundation in additional fundraising for the Program.
- Work with PCC and the PCC Foundation to determine final number of students to be served, based on funds raised.

Portland Community College Foundation:

- Work with PCC leadership to raise matching funds for the Program.
- Work with PCC and the CITY to determine final number of students to be served, based on funds raised.
- Submit invoices to CITY on an annual basis to request City portion of Program funds.
- Provide funds raised for the Program to PCC for program operation.
- Submit quarterly statement of fundraising activity related to the Program and annual audited financial statements of the PCC Foundation.

Portland Community College:

- Work with the PCC Foundation to raise matching funds for the Program.
- Work with PCC Foundation and the CITY to determine final number of students to be served, based on funds raised.
- Design program application and selection process, in consultation with the CITY. Geographic equity will be a consideration in the selection process.
- Recruit students for the Program, with support from the CITY, Worksystems, Inc, and other organizations and programs.
- Provide program services described above.
- Share with CITY aggregate data regarding student retention and success. Collect FERPA releases as needed for specific student information CITY requests to track.
- Collect and maintain data on the number of students applying to the Program, number of students selected for the Program, student GPA and credit accumulation, student participation in activities, student retention, and student completion and transfer.
- Conduct annual surveys of students in the Program to assess program satisfaction and improvement options.
- Track Program expenditures and submit unaudited financial statements on a quarterly basis as well as annual audited financial statements to CITY for each fiscal year the Program is in effect.
- Provide the PCC Foundation and the CITY with an annual report on program activities and outcomes for each year of the Program.
- Work with PCC Foundation and the CITY on an annual basis to present the annual report to Portland City Council, highlighting program activities and outcomes.

**PCC Future Connect 4 Year Budget**

2/2/2012

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**TWO COHORTS - Ongoing**

(Only one cohort first year)

	Year 1 (2011-12)		Year 2 (2012-13)		Year 3 (2013-14)		Year 4 (2014-15)		TOTAL
	salary	benefits	salary	benefits	salary	benefits	salary	benefits	
<b>PERSONNEL AND BENEFITS</b>									
Program Manager 2 - 1.0 FTE - Mgmt K	\$64,170	\$24,900	\$66,416	\$25,514	\$68,741	\$26,151	\$71,147	\$26,809	\$373,848
PCC Prep Director - 0.05 FTE	\$3,843	\$1,419	\$3,978	\$1,456	\$4,117	\$1,494	\$4,261	\$1,533	\$22,101
Student Resource Specialists - AP3, step 2 - Yr1: 2 @ 0.8 FTE each; Yr 2-4: up to 2 @ 1.0 FTE, plus additional 1.6 FTE for additional cohort of 200 students	\$67,822	\$28,754	\$160,230	\$69,538	\$168,242	\$71,554	\$176,654	\$73,672	\$816,467
PT Faculty costs for RS teaching CG classes (4 per term - Yr 1: 3 terms, Yr2: 3 terms: Yr 3 3 terms)	\$18,006	\$3,293	\$18,366	\$3,357	\$18,733	\$3,422	\$19,108	\$3,489	\$87,774
Contracts Coordinator - 0.25 FTE - Classified 18, step 2	\$8,876	\$4,060	\$9,142	\$4,127	\$9,416	\$4,196	\$9,698	\$4,266	\$53,781
Casual staff	\$2,500	\$226	\$2,500	\$226	\$2,500	\$226	\$2,500	\$226	\$10,905
<b>Total Benefits</b>		<b>\$62,652</b>		<b>\$104,218</b>		<b>\$107,043</b>		<b>\$109,995</b>	<b>\$383,909</b>
<b>Total Personnel</b>	<b>\$165,217</b>		<b>\$260,632</b>		<b>\$271,749</b>		<b>\$283,368</b>		<b>\$980,967</b>
<b>Total Salary</b>		<b>\$227,870</b>		<b>\$364,851</b>		<b>\$378,792</b>		<b>\$393,363</b>	<b>\$1,364,876</b>
<b>MATERIALS &amp; SUPPLIES</b>									
Operational supplies - \$7,000 per full year - office supplies, food for events, \$10,000 for two cohorts		\$7,000		\$10,000		\$10,000		\$10,000	\$30,000
Student Transportation		\$9,000		\$18,000		\$18,000		\$18,000	
Curriculum for Road Trip nation		\$3,500		\$7,000		\$7,000		\$7,000	
Lab supplies (books) - for staff for CG classes		\$200		\$200		\$200		\$200	\$600
Postage		\$300		\$300		\$300		\$300	\$900
Printing		\$1,000		\$500		\$500		\$500	\$1,500
Miscellaneous - Student enrichment/Emergency fund		\$3,600		\$5,000		\$5,000		\$5,000	\$15,000
Minor equipment		\$2,500		\$2,500		\$2,500		\$2,500	\$7,500
Staff mileage		\$500		\$750		\$750		\$750	\$2,250
Staff conferences/Meetings in district		\$500		\$1,500		\$1,500		\$1,500	\$4,500
<b>Subtotal MATERIALS &amp; SUPPLIES</b>		<b>\$28,100</b>		<b>\$45,750</b>		<b>\$45,750</b>		<b>\$45,750</b>	<b>\$137,250</b>
<b>OTHER</b>									
Student scholarships - \$600/student - Yr1: 200 students (1 cohort), Yrs 2 and Ongoing: 400 students (2 cohorts) 80% retention		\$75,949		\$190,759		\$234,000		\$234,000	\$734,708

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Third year increase estimating 50% retention for 140 students / 1st cohort and 200 students 2nd cohort. \$500 additional min. scholarship for transfer or use at PCC.

			\$35,000	\$50,000	
<b>Subtotal OTHER</b>	\$75,949	\$190,759	\$269,000	\$284,000	\$819,708
<b>TOTAL DIRECT COSTS</b>	\$331,919	\$601,360	\$693,542	\$723,113	\$2,349,934
<b>INDIRECT COSTS @ 6%</b>	\$19,915	\$36,082	\$41,613	\$43,387	\$140,997
<b>GRAND TOTAL (Total Direct Costs &amp; Indirect Costs)</b>	\$351,834	\$637,442	\$735,155	\$766,500	\$2,490,931

		2011-2012 Cohort A	2012-2013 Cohort B	2013-2014 Cohort C	2014-2015 Cohort D
<b>Cohort Cost</b>		\$705,555	\$736,299		\$816,500
<b>50/50 Cost Share - PCC commitment</b>		\$352,777	\$368,149		\$408,250
<b>City Commitment</b>		\$360,000	\$380,000		\$380,000