

# Notice of Public Meeting

Pursuant to O.R.S. §192.640, legal notice is hereby given to the members of the Tillamook Bay Community College Board of Education (Board) and to the general public that the Board will hold a meeting open to the public on Monday, February 2, 2009, at 6:30 p.m., in Room Nine of the First Street Campus, 2510 First Street, Tillamook, Oregon, 97141.

A copy of the agenda for the meeting will be available beginning the Thursday prior to the meeting, after 9:00 a.m., at the Office of the College President, Tillamook Bay Community College, First St. Campus, 2510 First St., Tillamook, Oregon 97141.

Agenda items include, but are not limited to, an Invitation for Public Comment, Announcements, and General Information. The Board reserves the right to change the order of items on the agenda.

The Board Meetings are held in accordance with open meeting laws and accessibility requirements. If a person with a disability needs assistance in order to attend or participate in a meeting, please notify Board Secretary, Sue Owens, at (503) 842-8222, Ext. 1159, at least 48 hours in advance.

DATE NOTICE PUBLISHED: Wednesday, January 28, 2009

TIME NOTICE PUBLISHED: 9:00 a.m.

ATTEST:

\_\_\_\_\_  
Jon Carnahan – President

TILLAMOOK BAY COMMUNITY COLLEGE

## Notice Distribution

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8. TBCC ADMINISTRATORS AND STAFF
9. TBCC FACULTY SENATE PRESIDENT
10. PORTLAND COMMUNITY COLLEGE PRESIDENT & LIAISON
11. ESD ADMINISTRATOR
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**Tillamook Bay Community College**

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# Board of Education Meeting Agenda

**Date:**  
Monday, February 2, 2009

First Street Campus, Room 9  
2510 First Street, Oregon 97141

**Time:**  
6:30 p.m.

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	<b>Call to Order • Acknowledge Guests</b> -----	Chair Wakefield
2.	<b>Approval of the Agenda</b> ----- <b>(Action)</b>	Chair Wakefield
3.	<b>Invitation of Public Comment</b> -----	Chair Wakefield
<p>Available at both the beginning and end of the meeting is an opportunity for the public to comment on any issue within the jurisdiction of the Tillamook Bay Community College Board of Education. The Board Chair may determine reasonable time, space and manner limitations. At the conclusion of public comment, individual members of the Board may respond to comments made by those who have addressed the Board, may ask staff to review a matter, or may ask that a matter be put on a future agenda.</p>		
4.	<b>January 5, 2009 Regular Meeting Minutes</b> ----- <b>(Action)</b>	Chair Wakefield
5.	<b>Reports:</b>	
A.	Oregon Community College Association -----	President Carnahan Director Swain
B.	Financial Report-----	Comptroller Williams
6.	<b>New Business:</b>	
A.	Disabled Veterans and Dependent Survivors Benefits ----- <b>(Action)</b>	Dean Gates
B.	March Board of Education Meeting----- <b>(Action)</b>	President Carnahan
C.	Economic Conditions-----	President Carnahan
D.	403(b) Investment Agreement ----- <b>(Action)</b>	Comptroller Williams
E.	Board Member Elections -----	President Carnahan
7.	<b>Old Business:</b>	
8.	<b>Standing Business:</b>	
A.	Strategic Planning and Accreditation -----	Dean Gates
B.	Courses and Curricula-----	Dean Gates
C.	Grants and Contracts-----	Dean Ellison
D.	Board of Education Policy -----	President Carnahan
E.	Facilities-----	Dean Ellison
F.	Capital Construction Projects-----	President Carnahan
G.	Personnel-----	President Carnahan
9.	<b>Announcements and General Information</b> -----	President Carnahan
10.	<b>Invitation of Public Comment</b> -----	Chair Wakefield
11.	<b>Board Member Discussion Items</b> -----	Chair Wakefield
12.	<b>Adjournment</b> ----- <b>(Action)</b>	Chair Wakefield



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# Board of Education Meeting Minutes

January 5, 2009  
Room 9, First Street Campus  
2510 First St., Tillamook, OR 97141

**Directors Present:** Craig Wakefield, James McGinnis, Ruth Jensen, Ann Swain, Steve Shaw, and Bob Weitman

**Directors Absent:** Rose Wharton

**Staff Present:** Jon Carnahan, Lori Gates, Ron Ellison, Kyra Williams and Sue Owens

**Guests Present:** Michele Burton, TBCC Employee

## **Call to Order and Acknowledgement of Guests:**

Chair Wakefield called the meeting to order at 6:30 p.m. and welcomed Ms. Burton.

## **Approval of Agenda:**

A revised agenda was provided at the meeting. The revision includes item 5.C, Audit Report. On approval of a motion by Director McGinnis and seconded by Director Swain, it was resolved to approve the revised agenda as presented.

## **Invitation of Public Comment:**

There was no public comment.

## **Approval of Minutes:**

On approval of a motion by Director McGinnis and seconded by Director Shaw, it was resolved that the December 1, 2008 Regular Meeting Minutes be approved as presented.

## **Reports**

### Oregon Community College Association: (Item 5.A)

Director Swain stated that the OCCA Board met on December 5, 2008. The Governor's staff was in attendance to discuss the Governor's budget. The OCCA Board also reviewed the 2009 OCCA Initiatives and the 2009 legislative positions as included in the Board packet. She recommended the Board review them and forward any comments to her.

### Financial Report: (Item 5.B)

Comptroller Williams presented the financial reports as included in the Board packet.

### Audit Report: (Item 5C)

Comptroller Williams presented the 2007-2008 Audit as included, stating we had an "unqualified opinion" meaning that all was good. On approval of a motion by Director Shaw and seconded by Director Weitman, it was resolved to accept the 2007-2008 Audit as presented.

## **Old Business**

There was no old business to report.

## **New Business**

There was no new business to report.



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## **Standing Business:**

### Strategic Planning and Accreditation: (Item 8.A)

Dean Gates shared that President Carnahan, Director Steve Shaw and herself will appear before the Board of Commissioners of the Northwest Commission on Colleges and Universities this Friday, January 9, 2009 and written notification of Commission action should happen within about a week of this meeting.

### Courses and Curricula: (Item 8.B)

Dean Gates shared there were no new courses or curricula to report this month.

### Grants and Contracts: (Item 8.C)

Dean Ellison reported there was only one contract to review this month that being the one with Todd Construction, Inc. for the construction of the new campus. He noted that a zero had been dropped in the amount and that the correct figure should be \$8,307,000.

### Board of Education Policy: (Item 8.D)

President Carnahan presented revisions to Policy 311, Non-Faculty Job Compensation and Policy 407, Faculty Compensation for their second reading and approval. Director McGinnis had a few small changes, those being: 407.1.C.2 deleting "and the Board of Education," and 407.2.1 change "Board of Education" to "President," and, 407.3 1 change "TBCC Board of Education" to "College President."

On approval of a motion by Director Weitman and seconded by Director McGinnis, it was resolved to approve Policy 311, Non-Faculty Job Compensation as amended.

On approval of a motion by Director Shaw and seconded by Director Swain, it was resolved to approve Policy 407, Faculty Compensation as amended.

He also reminded the Board that Policy required that the Board of Education does an annual Board Self-Evaluation and presented the 2007-2008 Board of Director's Self-Evaluation Survey as included in the Board packet for use again for 2008-2009. He asked that each Director complete their form and return them to Sue Owens at the February 2 meeting or before. The information will be compiled and shared with the Board at the March meeting.

President Carnahan also presented for review sections I and II of the Board policy manual, noting more emphasis will be put on separating policies and Administrative Rules. He recommended using the matrix (attachment 3) to help make the separation. He asked that any comments be sent to Sue Owens by January 19.

### Facilities: (Item 8.E)

Dean Ellison shared there were no facilities items to discuss this month.

### Capital Construction Projects: (Item 8.F)

President Carnahan gave a brief update on the main campus construction stating that there was now activity at the site. A construction shed had been delivered and a retention pond has been dug. He added that a change had been made in the type of pier blocks necessary which saves the College \$170,000.



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Personnel: (Item 8.G)

President Carnahan shared that there were no personnel items to discuss this month; however, he wanted to advise the Board that his contract should be reviewed by March. He also reminded the Board that this is an election year and that Chair Wakefield and Directors Jensen, McGinnis and Shaw's terms expire in June. File dates for the May election begin February 7 and end March 19.

**Announcements and General Information:** (Item 9)

President Carnahan reported on the following:

- Accreditation Meeting – President Carnahan reiterated Dr. Gates' earlier report, noting that Director Steve Shaw, Dr. Gates and he will be appearing before the Board of Commissioners of the Northwest Commission on Colleges and Universities this Friday, January 9
- Foundation Report – The Foundation Board is working on increasing assets in order to meet the requirements of the Miller Foundation Match Scholarship grant.
- Marketing and Branding Report – The marketing and branding committee has been expanded to include Enrollment Management in order to add emphasis on recruitment and retention. President Carnahan also shared that the committee had a list of approximately 30 sample taglines they hope to narrow down and share with the staff and Board.

**Invitation of Public Comment:** (Item 10)

There was no public comment.

**Board Member Discussion Items:** (Item 11)

Director Swain shared that she was receiving positive feedback on President Carnahan's monthly updates in the *Headlight-Herald*.

**Adjournment**

On approval of a motion by Director McGinnis and seconded by Director Weitman, it was resolved to adjourn the meeting at 7:15 p.m.

Respectfully submitted,  
President Jon Carnahan, Clerk of the Board



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# Oregon Community College Association

**RECOMMENDATION**

Information only – no action requested.

**BACKGROUND INFORMATION**----- President Carnahan and Director Swain

The OCCA Board met on January 28, the next meeting will be February 28, 2009.

# Financial Report

**RECOMMENDATION**

Information only – no action requested.

**BACKGROUND INFORMATION** ----- Comptroller Williams

Comptroller Williams will be prepared to present the financial reports and address questions.

Tillamook Bay Community College  
 Unaudited Summary Financial Information  
 General Fund

Fiscal Year-to-Date Ended December 2008

50.00% of fiscal year elapsed

	2007-2008 Annual Budget	2007-2008 Actual	2007-2008 Percentage of Budget	2008-2009 Annual Budget	2008-2009 Actual	2008-2009 Percentage of Budget
<b>Resources</b>						
Beginning Fund Balance	\$ 1,070,272	\$ 1,212,482.15	113.29%	\$ 863,369	\$ 1,302,924.45	150.91%
State	\$ 1,024,589	\$ 660,975.73	64.51%	\$ 1,039,959	\$ 460,959.86	44.32%
Property Taxes	\$ 895,000	\$ 743,505.95	83.07%	\$ 895,619	\$ 767,142.47	85.66%
Timber Taxes	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Local Contract	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Tuition	\$ 547,935	\$ 304,079.64	55.50%	\$ 541,150	\$ 316,811.18	58.54%
Fees	\$ 124,676	\$ 66,943.03	53.69%	\$ 125,000	\$ 71,373.74	57.10%
Sale of Goods	\$ 2,000	\$ 1,050.00	52.50%	\$ 5,000	\$ 1,355.00	27.10%
Interest	\$ 55,000	\$ 34,448.81	62.63%	\$ 50,000	\$ 17,219.10	34.44%
Miscellaneous	\$ 5,000	\$ 2,130.30	42.61%	\$ 7,000	\$ 3,513.99	50.20%
Transfers	\$ 73,231	\$ 28,705.33	39.20%	\$ 288,418	\$ 33,955.66	11.77%
Repayment of Short-Term Loan	\$ 115,475	\$ -	0.00%	\$ 127,175	\$ -	0.00%
<b>Total resources</b>	<b>\$ 3,913,178</b>	<b>\$ 3,054,320.94</b>	<b>78.05%</b>	<b>\$ 3,942,690</b>	<b>\$ 2,975,255.45</b>	<b>75.46%</b>
<b>Expenditures</b>						
Instruction	\$ 972,740	\$ 419,138.81	43.09%	\$ 1,134,700	\$ 413,080.50	36.40%
Instructional Support	\$ 331,892	\$ 131,497.04	39.62%	\$ 323,283	\$ 145,689.41	45.07%
Student Services	\$ 386,276	\$ 179,327.81	46.42%	\$ 444,652	\$ 215,816.95	48.54%
College Support	\$ 1,016,125	\$ 465,210.72	45.78%	\$ 1,044,641	\$ 441,969.33	42.31%
Plant Operation	\$ 191,832	\$ 72,544.65	37.82%	\$ 201,833	\$ 71,276.33	35.31%
Financial Aid	\$ 141,000	\$ 40,518.24	28.74%	\$ 126,160	\$ 48,351.05	38.33%
Transfers	\$ 91,200	\$ 45,324.74	49.70%	\$ 98,300	\$ 47,553.15	48.38%
Contingency	\$ 213,000	\$ -	0.00%	\$ 150,000	\$ -	0.00%
<b>Total expenditures</b>	<b>\$ 3,344,065</b>	<b>\$ 1,353,562.01</b>	<b>40.48%</b>	<b>\$ 3,523,569</b>	<b>\$ 1,383,736.72</b>	<b>39.27%</b>
<b>Ending fund balance</b>	<b>\$ 569,113</b>	<b>\$ 1,700,758.93</b>	<b>298.84%</b>	<b>\$ 419,121</b>	<b>\$ 1,591,518.73</b>	<b>379.73%</b>



Agenda Item 5.B Attachment #2  
Tillamook Bay Community College  
Unaudited Summary Financial Information (Modified Accrual Basis)  
Fiscal Year-to-Date Ended December 2008

	Fund No.	Beginning Working Capital	2008-2009 Revenue	2008-2009 Expenditures	Ending Working Capital	2008-2009 Spendable Budget	2007-2008 Prior Year Expenditures
Adult Basic Education	210	\$ -	\$ 22,009.69	\$ 22,009.69	\$ -	\$ 63,768	\$ 33,592.29
Tutor Grant	211	\$ -	\$ 4,592.19	\$ 4,592.19	\$ -	\$ 14,072	\$ 6,824.24
Sprint Yellow Pages Literacy Grant	215	\$ 2,667.88	\$ -	\$ 144.25	\$ 2,523.63	\$ 2,389	\$ 321.39
United Way Literacy Grant	216	\$ 3,588.95	\$ 750.00	\$ 233.69	\$ 4,105.26	\$ 5,385	\$ 1,383.74
Adult Ed Program Corrections - Sheriff's Office	217	\$ -	\$ 3,387.45	\$ 3,387.45	\$ -	\$ 11,859	\$ 2,751.18
Pathways Grant	225	\$ -	\$ 17,833.09	\$ 17,833.09	\$ -	\$ 54,427	\$ -
Industrial Maintenance Tech	226	\$ 38,490.38	\$ 9,570.00	\$ 13,223.87	\$ 34,836.51	\$ 16,897	\$ 2,279.36
SBDC Federal Grant	230	\$ -	\$ -	\$ 15,224.67	\$ (15,224.67)	\$ 30,250	\$ 29,881.16
SBDC State Grant	231	\$ -	\$ -	\$ 10,328.44	\$ (10,328.44)	\$ 41,333	\$ 10,257.10
SBDC Program Income	232	\$ 19,379.80	\$ 5,686.00	\$ 1,910.41	\$ 23,155.39	\$ 13,374	\$ 2,292.29
SBDC Supplement	233	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,945.17
SBDC - EDC Fund	235	\$ -	\$ 23,689.13	\$ 23,864.28	\$ (175.15)	\$ 101,530	\$ -
TEC Vocational Education Grant	240	\$ -	\$ -	\$ -	\$ -	\$ 34,293	\$ 9,083.22
The OR Community Foundation Grant	241	\$ 1,180.40	\$ -	\$ -	\$ 1,180.40	\$ -	\$ -
IWEB Connections Contract	242	\$ 5,241.91	\$ -	\$ -	\$ 5,241.91	\$ -	\$ -
Oregon Healthcare Workforce Partnership	245	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,875.54
Student Assistance	250	\$ 3,215.83	\$ -	\$ 45.00	\$ 3,170.83	\$ 3,100	\$ 45.00
Work Keys Mini Grant	251	\$ 1,819.22	\$ -	\$ -	\$ 1,819.22	\$ 1,500	\$ 175.00
Bay City Rental	260	\$ 9,776.74	\$ -	\$ 1,344.98	\$ 8,431.76	\$ 2,600	\$ 1,883.80
CRC & Skills to Compete Research Grant	297	\$ -	\$ -	\$ 25,000.00	\$ (25,000.00)	\$ -	\$ -
<b>Total Special Fund</b>		\$ 85,361.11	\$ 87,517.55	\$ 139,142.01	\$ 33,736.65	\$ 396,777	\$ 109,590.48

Schedule of Special Fund borrowing from General Fund

	Ending Working Capital	Less Accounts Receivable	Add Liabilities	Ending Cash Balance 12/31/2008
Total of Grants that borrow from the General Fund	\$ (25,728.26)	\$ 37,848.25	\$ 15,411.53	\$ (48,164.98)
Total of Grants that are not borrowing from the General Fund	\$ 59,464.91	\$ (25,000.00)	\$ 1,628.58	\$ 86,093.49
<b>Total Special Fund</b>	\$ 33,736.65	\$ 12,848.25	\$ 17,040.11	\$ 37,928.51

	Fund No.	Beginning Working Capital	2008-2009 Revenue	2008-2009 Expenditures	Ending Working Capital	2008-2009 Spendable Budget	2007-2008 Prior Year Expenditures
Community Education	310	\$ (12,315.20)	\$ 8,661.00	\$ 3,999.70	\$ (7,653.90)	\$ 13,070	\$ 9,565.96
Bookstore	320	\$ 56,237.25	\$ 73,764.56	\$ 104,789.18	\$ 25,212.63	\$ 174,223	\$ 86,653.25
Customized Training Projects	330	\$ 7,003.33	\$ -	\$ -	\$ 7,003.33	\$ 12,400	\$ -
<b>Total Enterprise Fund</b>		\$ 50,925.38	\$ 82,425.56	\$ 108,788.88	\$ 24,562.06	\$ 199,693	\$ 96,219.21
PERS Pension Bond Fund	410	\$ 15,861.51	\$ 44,734.47	\$ 41,431.25	\$ 19,164.73	\$ 86,263	\$ 41,431.25
General Obligation Bond Fund	420	\$ 68,217.41	\$ 438,149.36	\$ 198,918.75	\$ 307,448.02	\$ 577,838	\$ 90,630.57
<b>Total Debt Service Fund</b>		\$ 84,078.92	\$ 482,883.83	\$ 240,350.00	\$ 326,612.75	\$ 664,101	\$ 132,061.82
Building Reserve Fund	510	\$ 995,532.75	\$ 131,548.00	\$ 31,230.17	\$ 1,095,850.58	\$ 1,359,825	\$ 23,653.46
Campus Construction Fund - GO Bonds	520	\$ 9,031,131.55	\$ 124,070.25	\$ 760,175.71	\$ 8,395,026.09	\$ 9,100,000	\$ 149,430.06
<b>Total Capital Projects Fund</b>		\$10,026,664.30	\$ 255,618.25	\$ 791,405.88	\$ 9,490,876.67	\$ 10,459,825	\$ 173,083.52
Associated Students of TBCC	710	\$ 3,802.87	\$ 3,262.81	\$ 1,769.36	\$ 5,296.32	\$ 10,000	\$ 768.51
Phi Theta Kappa Honorary Society Fund	720	\$ 1,641.79	\$ 1,091.10	\$ 1,444.18	\$ 1,288.71	\$ 9,050	\$ 2,505.64
<b>Total Agency Fund</b>		\$ 5,444.66	\$ 4,353.91	\$ 3,213.54	\$ 6,585.03	\$ 19,050	\$ 3,274.15

Agenda Item 5.B - Attachment #3

Tillamook Bay Community College

Summary Financial Information - Cash Status

Preliminary for Fiscal Year-to-Date Ended December 2008

50.00% of Budget Period Expended

	General Fund			Special Fund			Enterprise Fund - Community Ed			Enterprise Fund - Bookstore		
	Budget	Actual	%	Budget	Actual	%	Budget	Actual	%	Budget	Actual	%
Beginning Cash Balance (Note 1)		\$ 1,622,691			\$ 10,923			\$ (9,026)			\$ 34,884	
Beginning Fund Balance	\$ 863,369	\$ 1,302,924	150.91%	\$ 183,327	\$ 85,361	46.56%	\$ 10,000	\$ (12,315)	-123.15%	\$ 61,000	\$ 56,237	92.19%
<b>Resources</b>												
State Aid	\$ 1,039,959	\$ 460,960	44.32%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Grants and Contracts	\$ -	\$ -	0.00%	\$ 351,532	\$ 81,082	23.07%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Tuition and Fees	\$ 666,150	\$ 388,185	58.27%	\$ 8,000	\$ 4,846	60.58%	\$ 18,560	\$ 8,661	46.66%	\$ -	\$ -	0.00%
Local Taxes	\$ 895,619	\$ 767,142	85.65%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Timber	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Sale of Goods	\$ 5,000	\$ 1,355	27.10%	\$ 2,500	\$ 1,590	63.60%	\$ -	\$ -	0.00%	\$ 150,000	\$ 73,650	49.10%
Interest	\$ 50,000	\$ 17,219	34.44%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Rental (Note 2)	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Miscellaneous	\$ 7,000	\$ 3,514	50.20%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 750	\$ 115	15.33%
Repayment of Short-Term Loans	\$ 127,175	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Transfers	\$ 288,418	\$ 33,956	11.77%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
<b>Total Revenues</b>	<b>\$ 3,079,321</b>	<b>\$ 1,672,331</b>	<b>54.31%</b>	<b>\$ 362,032</b>	<b>\$ 87,518</b>	<b>24.17%</b>	<b>\$ 18,560</b>	<b>\$ 8,661</b>	<b>46.66%</b>	<b>\$ 150,750</b>	<b>\$ 73,765</b>	<b>48.93%</b>
<b>Expenditures</b>												
Salaries and Wages	\$ 2,310,538	\$ 1,001,916	43.36%	\$ 321,049	\$ 101,901	31.74%	\$ 9,000	\$ 2,802	31.13%	\$ 24,453	\$ 12,210	49.93%
Operating Expenditures	\$ 939,731	\$ 327,173	34.82%	\$ 54,315	\$ 35,097	64.62%	\$ 3,110	\$ 1,151	37.01%	\$ 113,550	\$ 65,834	57.98%
Capital Outlay	\$ 25,000	\$ 7,095	28.38%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 30,000	\$ 26,211	87.37%
Debt Service	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Transfers	\$ 98,300	\$ 47,553	48.38%	\$ 21,413	\$ 2,144	10.01%	\$ 960	\$ 47	4.90%	\$ 1,220	\$ 535	43.85%
Repayment of Short-Term Loans	\$ -	\$ -	0.00%	\$ 117,175	\$ -	0.00%	\$ 10,000	\$ -	0.00%	\$ -	\$ -	0.00%
Other budgetary accounts (Note 3)	\$ 150,000	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 5,000	\$ -	0.00%
<b>Total expenditures</b>	<b>\$ 3,523,569</b>	<b>\$ 1,383,737</b>	<b>39.27%</b>	<b>\$ 513,952</b>	<b>\$ 139,142</b>	<b>27.07%</b>	<b>\$ 23,070</b>	<b>\$ 4,000</b>	<b>17.34%</b>	<b>\$ 174,223</b>	<b>\$ 104,790</b>	<b>60.15%</b>
Ending Fund Balance	\$ 419,121	\$ 1,591,518		\$ 31,407	\$ 33,737		\$ 5,490	\$ (7,654)		\$ 37,527	\$ 25,212	
Adjustments to bring Ending Fund Balance to Ending Cash Balance												
Assets												
Receivables		\$ 165,316			\$ 12,848			\$ -			\$ 1,199	
Inventories		\$ 2,423			\$ -			\$ -			\$ 22,405	
NET EFFECT ON CASH		\$ (167,739)			\$ (12,848)			\$ -			\$ (23,604)	
Liabilities												
Accounts Payable		\$ 329,036			\$ -			\$ -			\$ -	
Unearned Revenue (Note 4)		\$ 49,887			\$ -			\$ -			\$ -	
Payroll		\$ 139,248			\$ 17,040			\$ 110			\$ 2,884	
NET EFFECT ON CASH		\$ 518,171			\$ 17,040			\$ 110			\$ 2,884	
NET ADJUSTMENTS		\$ 350,432			\$ 4,192			\$ 110			\$ (20,720)	
ENDING CASH BALANCE		\$ 1,941,950			\$ 37,929			\$ (7,544)			\$ 4,492	

Agenda Item 5.B - Attachment #3  
 Tillamook Bay Community College  
 Summary Financial Information - Cash Status  
 Preliminary for Fiscal Year-to-Date Ended December 2  
 50.00% of Budget Period Expended

	Enterprise Fund - Customized Training			Debt Service Funds			Capital Projects Funds			Agency Fund		
	Budget	Actual	%	Budget	Actual	%	Budget	Actual	%	Budget	Actual	%
Beginning Cash Balance (Note 1)		\$ 7,003			\$ 81,671			\$ 9,936,568			\$ 5,445	
Beginning Fund Balance	\$ 7,003	\$ 7,003	100.00%	\$ 81,000	\$ 84,079	103.80%	\$ 9,665,000	\$ 10,026,664	103.74%	\$ 1,450	\$ 5,445	375.52%
<b>Resources</b>												
State Aid	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Grants and Contracts	\$ 11,036	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Tuition and Fees	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Local Taxes	\$ -	\$ -	0.00%	\$ 500,838	\$ 436,503	87.15%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Timber	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 464,825	\$ 118,479	25.49%	\$ -	\$ -	0.00%
Sale of Goods	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Interest	\$ -	\$ -	0.00%	\$ 14,000	\$ 1,841	13.15%	\$ 330,000	\$ 137,139	41.56%	\$ -	\$ -	0.00%
Rental (Note 2)	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Miscellaneous	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 1,000,000	\$ -	0.00%	\$ 10,550	\$ 1,340	12.70%
Repayment of Short-Term Loans	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Transfers	\$ -	\$ -	0.00%	\$ 90,000	\$ 44,540	49.49%	\$ -	\$ -	0.00%	\$ 8,300	\$ 3,013	36.30%
<b>Total Revenues</b>	\$ 11,036	\$ -	0.00%	\$ 604,838	\$ 482,884	0.00%	\$ 1,794,825	\$ 255,618	14.24%	\$ 18,850	\$ 4,353	23.09%
<b>Expenditures</b>												
Salaries and Wages	\$ 10,000	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Operating Expenditures	\$ 2,400	\$ -	0.00%	\$ 1,600	\$ 1,600	100.00%	\$ 10,195,000	\$ 711,053	6.97%	\$ 19,050	\$ 3,214	16.87%
Capital Outlay	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ 49,122	0.00%	\$ -	\$ -	0.00%
Debt Service	\$ -	\$ -	0.00%	\$ 662,501	\$ 238,750	36.04%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Transfers	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 264,825	\$ 31,230	11.79%	\$ -	\$ -	0.00%
Repayment of Short-Term Loans	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Other budgetary accounts (Note 3)	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 1,000,000	\$ -	0.00%	\$ -	\$ -	0.00%
<b>Total expenditures</b>	\$ 12,400	\$ -	0.00%	\$ 664,101	\$ 240,350	36.19%	\$ 11,459,825	\$ 791,405	6.91%	\$ 19,050	\$ 3,214	16.87%
Ending Fund Balance	\$ 5,639	\$ 7,003		\$ 21,737	\$ 326,613		\$ -	\$ 9,490,877		\$ 1,250	\$ 6,584	
Adjustments to bring Ending Fund Balance to Ending Cash Balance												
Assets												
Receivables	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	
Inventories	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	
NET EFFECT ON CASH	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	
Liabilities												
Accounts Payable	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	
Unearned Revenue (Note 4)	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	
Payroll	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	
NET EFFECT ON CASH	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	
NET ADJUSTMENTS	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	
ENDING CASH BALANCE	\$ 7,003	\$ 7,003		\$ 326,613	\$ 326,613		\$ 9,490,877	\$ 9,490,877		\$ 6,584	\$ 6,584	

**\$ 11,807,904**

Cell: A10

Comment: Note 1. Negative Amount indicates borrowing from the General Fund.

Cell: A21

Comment: Note 2. Rental of Bay City Site and a portion of Wilson School.

Cell: A35

Comment: Note 3. Contingency in the General Fund and Enterprise Fund and Reserved for Future Expenditures in Capital Projects Fund.

Cell: A49

Comment: Note 4. Assessed but unreceived property taxes and deferred tuition and fees for Summer 2008.

## Disabled Veterans and Dependent Survivors Benefits

### RECOMMENDATION

That the TBCC Board of Education approve the following tuition waiver proposal for Disabled Oregon Veterans and Dependents of Fallen Oregon Service Personnel.

### BACKGROUND INFORMATION ----- Dean Gates

In September of 2006 the TBCC Board of Education approved waivers for Dependents of Fallen Oregon Service Personnel with the provision that the waiver "will be reviewed on a periodic basis." Senate Bill 1066 (2008 Special Session) mandated waivers for children and spouses of disabled veterans and deceased service members. Many community colleges have instituted similar policies for disabled veterans as well. The attached proposal reaffirms waivers for dependents and extends waiver benefits to 50% or more disabled veterans.

The purpose of these waivers are to allow the dependents of fallen Oregon service members and 50% or more disabled veterans the opportunity to earn their first associate's degree. Waivers apply to tuition not covered by any other agency or government sponsored program, are for tuition only, and do not cover books, fees, or other expenses.

If approved by the Board, the following waiver provisions will be incorporated into TBCC Administrative Rules and reviewed annually.



**Tillamook Bay Community College**

2510 First Street • Tillamook, Oregon 97141 • (503) 842-8222 • Fax: (503) 842-2214 • [www.TillamookBay.cc](http://www.TillamookBay.cc)

## **Disabled Oregon Veterans and Dependents of Fallen Oregon Service Personnel Tuition Waivers**

### Dependents of Fallen Oregon Service Personnel

Tillamook Bay Community College shall waive tuition (not covered by any other agency or government sponsored program) for the dependents (spouse and children) of fallen Oregon military personnel who die while participating in military service since 9/11/2001 and who listed Oregon as their permanent residence at time of death.

The purpose of this waiver is to allow the dependents of fallen Oregon service members the opportunity to earn their first associate's degree. Therefore, the waiver is offered for up to 135 credits or a degree (whichever comes first). The waiver offer will end 21 years after the death of the Oregon service member for the dependent children or seven years after the death of the Oregon service member for a surviving spouse. The waiver is for tuition only and does not cover books, fees, or other expenses.

To access this waiver, adequate documentation must be provided including proof of soldier's service indicating Oregon permanent residency at time of death (DD Form 214) and proof of dependent status (DD Form 93). Requests for this waiver are to be made to the Dean of Instruction and Student Services, Tillamook Bay Community College, 2510 First Street, Tillamook, OR 97141.

The prospective student must reside within the Tillamook Bay Community College district.

Financial aid awards may be reduced by the use of this waiver. Continuation of tuition waiver benefits is subject to satisfactory academic progress.

### Disabled Oregon Veterans

Tillamook Bay Community College shall waive tuition (not covered by any other agency or government sponsored program) of veterans who are identified as disabled fifty percent or more while participating as a result of military service since 9/11/2001 and who listed Oregon as their permanent residence at time of discharge.

The purpose of this waiver is to allow an Oregon veteran the opportunity to earn their first associate's degree. Therefore, the waiver is offered for up to 135 credits or a degree (whichever comes first). The waiver does not cover books, fees or other expenses.

Adequate documentation must be provided including proof of a soldier's service that indicates Oregon permanent residency at time of discharge (DD Form 214).

Financial aid awards may be reduced by the use of this waiver. Continuation of tuition waiver benefits is subject to satisfactory academic progress.

## March 2009 Board of Education Meeting

### RECOMMENDATION

Recommend that the March 2 Board of Education meeting be rescheduled for March 9 to accommodate President Carnahan's schedule.

### BACKGROUND INFORMATION----- President Carnahan

Due to a conflict in schedules, President Carnahan is asking the Board to reschedule the March 2, 2009 Board of Education meeting to March 9. The Board has been polled and all are agreeable. However, Director Wharton will be unable to attend the rescheduled date.

Also, to be discussed is whether to make the March 9 meeting a work session to discuss the Board Self-evaluation, President's contract and budget parameters due to economic conditions.



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# Economic Conditions

**RECOMMENDATION**

Information only – no action requested.

**BACKGROUND INFORMATION** -----President Carnahan

In light of the current national and state-wide economic conditions, it is important that we be aware of its impact on Tillamook Bay Community College. President Carnahan will distribute a “white paper” to address this topic at the meeting.



# 403(b) Investment Agreement

**RECOMMENDATION**

Adoption of Tillamook Bay Community College Resolution 2008-2009 #6, 403(b) investment agreement.

**BACKGROUND INFORMATION** ----- Comptroller Williams

Resolution 2008-2009 #6 is a plan adoption agreement required for TBCC to conform with IRS regulations for 403(b) investments effective January 1, 2009.

CERTIFICATE

I, Craig Wakefield, Board of Education Chair for Tillamook Bay Community College, do hereby certify that the following resolutions were, upon motion duly made seconded and unanimously carried, adopted:

RESOLUTION

BE IT RESOLVED, that the Tillamook Bay Community College 403(b) Plan set forth in the Plan Agreement, a copy of which is attached hereto, is hereby adopted.

RESOLVED FURTHER, that the Tillamook Bay Community College President Jon Carnahan is hereby authorized and instructed to execute said Plan Agreement for and on behalf of the organization.

IN WITNESS WHEREOF, I have hereunto set my hand this 2<sup>nd</sup> day of February, 2009.

---

Signature and Title

# 403(b) Plan Adoption Agreement

The employer named in Section I ("Employer") hereby establishes, or amends and restates, a retirement plan ("Plan") for the purpose of establishing investment arrangements for its Employees pursuant to Section 403(b) of the Internal Revenue Code of 1986, as amended ("Code").

## SECTION I - EMPLOYER INFORMATION

1-1 **Employer Information:**

Name: Tillamook Bay Community College

Address: 2510 First St., Tillamook, OR 97141

Telephone: (503) 842-8222 ext. 1167 Fax: (503) 842-2214

E-mail Address: williams@tillamookbay.cc

1-2 **Employer Identification Number:** 93-0792039

1-3 **Type of Employer:**

- a. Public School
- b. IRC §501(c)(3) organization sponsoring a Non-ERISA 403(b) Plan

## SECTION II - PLAN INFORMATION

2-1 **Plan Name:** Tillamook Bay Community College 403(b) Plan

2-2 **Effective Date:**

- a. **New Plan.** The Effective Date of the Plan is: 01/01/2009.
- b. **Restated Plan.** The restated Effective Date is: \_\_\_\_\_.  
This Plan is an amendment and restatement of an existing 403(b) Plan originally established effective as of: \_\_\_\_\_.

2-3 **Plan Year:**

- a. The 12 consecutive month period ending every December 31.
- b. The 12 consecutive month period ending every (specify): August 31.
- c. In addition to the above, the Plan will have a short Plan Year: commencing on : \_\_\_\_\_ and ending on: \_\_\_\_\_.

2-4 **List of Funding Vehicles that are authorized to receive contributions under the Plan, including Annuity Contracts and Custodial Accounts:**

See Appendix A.

2-5 **List of Funding Vehicles that can receive Contract Exchanges :**

See Appendix A.

- 2-6 **Eligible Employees:** Eligible Employee means, for any Plan Year, any common-law employee of the Employer who is entitled to receive compensation paid by the Employer during the calendar year for employment services performed for the Employer, other than (check all that apply):
- a. All Employees are eligible – there are no exclusions.
  - b. Employees who normally work fewer than at least 20 hours per week.  
An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined under section 410(a)(3)(C) of the Code) and, for each plan year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service.
  - c. Employees who are students and regularly attending classes at the Employer institution during the Plan Year.
  - d. Employees who are nonresident aliens and perform no services in the U.S. during the Plan Year.
- 2-7 **Roth 403(b) Contributions (see Section III Article X):** : A Participant may elect to have part or all of his or her salary reductions made on an after-tax basis to any approved Funding Vehicle that accepts and separately accounts for Roth 403(b) contributions in accordance with Section 402A of the Code.
- a. Shall be permitted under the Plan.
  - b. Shall not be permitted under the Plan.
- 2-8 **After-Tax Employee Contributions (see Section III Article II):**
- a. Shall be permitted under the Plan.
  - b. Shall not be permitted under the Plan.
- 2-9 **15 Year of Service Catch-up Contributions (see Section III Article III):**
- a. Shall be permitted under the Plan.
  - b. Elective Deferrals and/or Roth 403(b) Contributions in excess of the limit under section 402(g) of the Code, without regard to section 402(g)(7) of the Code, shall not be permitted under the Plan unless made as an Age 50 Catch-up Contribution as allowed by the Plan.
- 2-10 **Age 50 Catch-up Contributions (see Section III Article III):**
- a. Shall be permitted under the Plan.
  - b. Shall not be permitted under the Plan.
- 2-11 **Employer Contributions (nonelective) (see Section III Article XI):**
- a. Shall be permitted under the Plan.
  - b. Shall not be permitted under the Plan.
  - c. Plan only permits contributions to be made for former employees
- If permitted, the Employer Nonmatching Contribution for each Plan Year shall be:

- d. Discretionary Contribution. The Employer will determine in its sole discretion how much, if any, it will make as an Employer Contribution.
- e. Fixed contribution.
  - \_\_\_\_\_ % of each Participant's Compensation.
  - \$ \_\_\_\_\_ for each Participant.
  - An amount, determined uniformly with respect to each Employee classification within the applicable collective bargaining agreement, to the Employer Contributions Account of each Participant as specified in the applicable collective bargaining agreement.

If permitted, Employer Contributions shall be made to the following Participants.

- a. All Employees.
- b. Collective bargained Employees who participate in the following unions:  
\_\_\_\_\_
- c. Employees whose employment is not governed by a collective bargaining agreement between the Employer and employee representatives.
- d. Superintendent
- e. Principals
- f. Other (specify):  
\_\_\_\_\_

2-12 **Employer Matching Contributions (see Section III Article XI):**

- a. Shall be permitted under the Plan.
- b. Shall not be permitted under the Plan.

If permitted, Employer Matching Contributions shall match a Participant's (select all that apply):

- a. Elective Deferrals
- b. Roth 403(b) Contributions

If permitted, the amount of Employer Matching Contribution for each Plan Year shall be:

- a. A matching contribution equal to \_\_\_\_\_ % of each Participant's contribution to the Plan.
- b. A matching contribution equal to \$ \_\_\_\_\_ of each Participant's contribution made for each period designated below.
- c. A matching contribution equal to a percentage of each Participant's contribution to the Plan in an amount to be determined each Plan Year by the Employer or the applicable collective bargaining agreement.

Period for determining Matching Contributions. The Matching Contribution formula(s) selected above are based on Participant contributions for the Plan Year. To apply a different period for determining the Matching Contribution, select the applicable time period below.

- a. Payroll period
- b. Plan Year quarter
- c. Calendar month
- d. Other: \_\_\_\_\_

If permitted, Employer Contributions shall be made to the following Participants.

- a. All Employees.
- b. Collective bargained Employees who participate in the following unions:  
\_\_\_\_\_
- c. Employees whose employment is not governed by a collective bargaining agreement between the Employer and employee representatives.
- d. Superintendent
- e. Principals
- f. Other (specify):  
\_\_\_\_\_

2-13 **Vesting** : Check one of a-c to apply for all employer contribution sources. Check d if applicable. Forfeitures will be used to reduce future employer contributions or pay plan expenses.

- a. 100% Immediate
- b. 3 Year Cliff (0% Years 1-2, 100% at end of 3<sup>rd</sup> year)
- c. 6 Year Graded
 

After Year (of service)	Percent
1 Year	0%
2 Years	20%
3 Years	40%
4 Years	60%
5 Years	80%
6 Years	100%
- d. 100% Vesting at death, disability, early and normal retirement

2-14 **Vesting Upon Death or Disability**: An Employee's vesting percentage increases to 100% if, while employed with the Employer, the Employee

- a. Dies
- b. terminates employment due to becoming Disabled

2-15 **Normal Retirement Age:**

- a. Age 65 (not to exceed 65).
- b. The later of (1) age \_\_\_\_\_ (not to exceed 65) or (2) the \_\_\_\_\_ (not to exceed 5<sup>th</sup>) Anniversary of the date the Employee is hired. effective as of: \_\_\_\_\_.

2-16 **Loans (see Section III Article IV):**

- a. Shall be permitted only from Elective Deferrals.
- b. Shall be permitted from Elective Deferrals and Employer Contributions.
- c. Shall not be permitted under the Plan.

2-17 **Hardship Withdrawals (see Section III Article V):**

- a. Shall be permitted under the Plan
- b. Shall not be permitted under the Plan.

2-18 **Rollovers (see Section III Article VI):**

- a. Shall be permitted under the Plan
- b. Shall not be permitted under the Plan.

SECTION III – BASIC PLAN DOCUMENT

ARTICLE I

DEFINITIONS

The following words and terms, when used in the Plan, have the meaning set forth below.

- 1.1 **"Account"**: The account or accumulation maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account.
- 1.2 **"Account Balance"**: The bookkeeping account maintained for each Participant which reflects the aggregate amount credited to the Participant's Account under all Accounts, including the Participant's Elective Deferrals, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section 6 for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the Code).
- 1.3 **"Administrator"**: Tillamook Bay Community College
- 1.4 **"After-Tax Employee Contributions"**: Employee contributions that may be made to the Plan by a Participant that are included in the Participant's gross income in the year such amounts are contributed to the Plan and are maintained under a separate After-Tax Contribution Account to which earnings and losses are allocated. For this purpose, Roth 403(b) Contributions are not considered as After-Tax Employee Contributions.
- 1.5 **"Alternate Payee"**: Any spouse, former spouse, child or other dependent of a Participant who is recognized by a Domestic Relations Order, or similar order recognized under section 414(p) of the Code, as having a right to receive all, or a portion of, the benefits payable under the Plan with respect to the Participant.
- 1.6 **"Annuity Contract"**: A nontransferable contract as defined in section 403(b)(1) of the Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities in OR and that includes payment in the form of an annuity.
- 1.7 **"Beneficiary"**: The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements.
- 1.8 **"Custodial Account"**: The group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan.
- 1.9 **"Code"**: The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.
- 1.10 **"Compensation"**: All cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election under Section 2 made to reduce compensation in order to have Elective Deferrals under the Plan). Effective for Limitation Years beginning on or after January 1, 2005, Compensation shall include Compensation paid within 2½ months after separation from service if such Compensation would have been paid if the Participant had continued employment, or if for bona fide sick, vacation or other leave.
- 1.11 **"Disabled"**: The definition of disability provided in the applicable Individual Agreement.



- 1.12 **“Elective Deferral”**: The Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. Elective Deferrals are limited to pre-tax salary reduction contributions.
- 1.13 **“Employee”**: Each individual, whether appointed or elected, who is a common law employee of the Employer performing services for a Public School as an employee of the Employer. This definition is not applicable unless the employee’s compensation for performing services for a Public School is paid by the Employer. Further, a person occupying an elective or appointive public office is not an employee performing services for a Public School unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State or local government.
- 1.14 **“Employer”**: Tillamook Bay Community College Notwithstanding anything herein to the contrary, with the consent of the Employer, any Related Employer may adopt this Plan and all of the provisions hereof, and participate herein and be known as a Participating Employer, by a properly executed document evidencing said intent and will of such Participating Employer.
- 1.15 **“Employer Contribution”**: Contributions made to the Plan by the Employer, without a corresponding reduction to the Participant’s salary.
- 1.16 **“Funding Vehicles”**: The Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by Employer for use under the Plan.
- 1.17 **Includible Compensation**: An Employee’s actual wages in box 1 of Form W-2 for a year for services to the Employer, but subject to a maximum of \$200,000 (or such higher maximum as may apply under section 401(a)(17) of the Code) and increased (up to the dollar maximum) by any compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including any Elective Deferral under the Plan). The amount of Includible Compensation is determined without regard to any community property laws.
- 1.18 **Individual Agreement**: The agreements between a Vendor and the Employer or a Participant that constitutes or governs a Custodial Account or an Annuity Contract.
- 1.19 **“Participant”**: An individual for whom Elective Deferrals are currently being made, or for whom Elective Deferrals have previously been made, under the Plan and who has not received a distribution of his or her entire benefit under the Plan.
- 1.20 **“Participating Employer”**: Any Related Employer that adopts this Plan by executing the Participating Employer Adoption Page. See Article XII.
- 1.21 **“Plan”**: Tillamook Bay Community College 403(b) Plan
- 1.22 **“Plan Year”**: The 12-consecutive month period designated under Section II – Plan Information. If the Plan Year is amended to create a Short Plan Year or if a new Plan has an initial Short Plan Year, the Employer may document such Short Plan Year under Section II – Plan Information. A Short Plan Year is defined as any Plan Year that is less than 12 months long, either because of the amendment of the Plan Year, or because the Effective Date of a new Plan is less than 12 months prior to the end of the first Plan Year.
- 1.23 **“Public School”**: A Public School is a State-sponsored educational organization described under section 170(b)(1)(A)(ii) of the Code and includes an elementary school, middle school, high school, college or university.
- 1.24 **“Related Employer”**: The Employer and any other entity which is under common control with the Employer under section 414(b) or (c) of the Code.
- 1.25 **“Roth 403(b) Contributions”**: Roth 403(b) Contributions are deferrals contributed to the Plan in lieu of cash Compensation at the election of the Participant that are includible in the Participant’s gross income at the time deferred and have been irrevocably designated as Roth 403(b) Contributions in the Participant’s Compensation Reduction Election. A Participant’s Roth 403(b) Contributions will be maintained in a separate Account containing only the Roth 403(b) Contributions and gains and losses attributable to those Roth 403(b) Contributions. See Section III, Article X.

- 1.26 **“Severance from Employment”**: For purpose of the Plan, Severance from Employment means Severance from Employment with the Employer and any Related Employer. However, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a Public School, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a Public School or in a capacity that is not employment with a Public School (i.e., ceasing to be an employee performing services for a Public School but continuing to work for the same State or local government employer).
- 1.27 **“Valuation Date”**: The date or dates upon which Plan assets are valued as set forth in this paragraph and the Individual Agreements. Plan assets will be valued as of the last day of each Plan Year. In addition, the Employer, Administrator and/or Vendor may agree to more frequent valuation dates.
- 1.28 **“Vendor”**: The provider of an Annuity Contract or Custodial Account.
- 1.29 **“Vested”**: The nonforfeitable portion of any Account maintained on behalf of a Participant.

## ARTICLE II

### Participation and Contributions

2.1 **Eligibility.** Each Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals or Roth 403(b) Contributions in accordance with Section 10 made on his or her behalf hereunder immediately upon becoming employed by the Employer.

2.2 **Compensation Reduction Election.**

**General Rule.** An Employee elects to become a Participant by executing an election to reduce his or her Compensation (and have that amount contributed as an Elective Deferral and/or Roth 403(b) Contributions in accordance with Section 10 on his or her behalf) and filing it with the Administrator. This compensation reduction election shall be made on the forms (including making an electronic election) provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The participation election shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals and/or Roth 403(b) Contributions are to be made and a designation of Beneficiary. Any such election shall remain in effect until a new election is filed. Only an individual who performs services for the Employer as an Employee may reduce his or her Compensation to make contributions under the Plan. Each Employee will become a Participant in accordance with the terms and conditions of the Individual Agreements. All Elective Deferrals shall be made on a pre-tax basis. All Roth 403(b) Contributions shall be made in accordance with the terms of Section 10. An Employee shall become a Participant as soon as administratively practicable following the date applicable under the employee's election.

Employees shall be provided notice of the opportunity to have Elective Deferrals and/or Roth 403(b) Contributions contributed on their behalf, of the opportunity to start, stop or change the amount of such deferrals/contributions and of any limitations on such opportunities, at least once in any Plan Year.

A Participant shall at all times have a fully vested and nonforfeitable interest in his Account attributable to Elective Deferrals and Roth 403(b) Contributions.

2.3 **Information Provided by the Employee.** Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.

2.4 **Change in Elective Deferrals Election.** Subject to the provisions of the applicable Individual Agreements, an Employee may, as of the dates designated under the Compensation Reduction Election or other written procedures adopted by the Administrator, revise his or her participation election, including a change of the amount of his or her Elective Deferrals, his or her Roth 403(b) Contributions, his or her investment direction, and his or her designated Beneficiary. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Vendor.

2.5 **Contributions Made Promptly.** Elective Deferrals under the Plan shall be transferred to the applicable Funding Vehicle within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant.

2.6 **Leave of Absence.** Unless an election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals and/or Roth 403(b) Contributions under the Plan shall continue to the extent that Compensation continues.

2.7 **After-Tax Employee Contributions.** The Employer may elect to allow Participants to make After-Tax Employee Contributions under the Plan. Any After-Tax Contributions made under this Plan will be held in Participants' After-Tax Employee Contribution Account, which is always 100% Vested. A Participant may

withdraw amounts from his/her After-Tax Employee Contribution Account at any time, in accordance with the distribution rules under Article V, except as prohibited by an Individual Agreement. No forfeitures will occur solely as a result of an Employee's withdrawal of After-Tax Employee Contributions. After-Tax Contributions will only be accepted through payroll reduction. The Administrator may establish a separate written administrative procedures addressing the acceptance of After-Tax Employee Contributions. Any separate procedures will apply uniformly to all Participants under the Plan.

## ARTICLE III

### Limitations on Amounts Deferred

- 3.1 **Basic Annual Limitation.** Except as provided in Sections 3.2 and 3.3, the maximum amount of the Elective Deferral and/or Roth 403(b) Contributions to the extent permitted under Section 10 under the Plan for any calendar year shall not exceed the lesser of (a) the applicable dollar amount or (b) the Participant's Includible Compensation for the calendar year. The applicable dollar amount is the amount established under section 402(g)(1)(B) of the Code, which is \$15,500 for 2008, and is adjusted for cost-of-living thereafter to the extent provided under section 415(d) of the Code.
- 3.2 **Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service.** If the Employer is a qualified organization (within the meaning of § 1.403(b)-4(c)(3)(ii) of the Income Tax Regulations), and the Plan allows, the applicable dollar amount under Section 3.1(a) for any "qualified employee" is increased (to the extent provided in the Individual Agreements) by the least of:
- (a) \$3,000;
  - (b) The excess of:
    - (1) \$15,000, over
    - (2) The total special 403(b) catch-up Elective Deferrals and, if applicable, Roth 403(b) Contributions made for the qualified employee by the qualified organization for prior years; or
  - (c) The excess of:
    - (1) \$5,000 multiplied by the number of years of service of the employee with the qualified organization, over
    - (2) The total Elective Deferrals and, if applicable, Roth 403(b) Contributions made for the Employee by the qualified organization for prior years.

For purposes of this Section 3.2, a "qualified employee" means an Employee who has completed at least 15 years of service taking into account only employment with the Employer. A "qualified organization" means an eligible employer that is (1) An educational organization described in section 170(b)(1)(A)(ii) of the Code; (2) A hospital; (3) A health and welfare service agency (including a home health service agency); (4) A church-related organization; or (5) Any organization described in section 414(e)(3)(B)(ii) of the Code.

- 3.3 **Age 50 Catch-up Elective Deferral Contributions.** If permitted by the Plan, an Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals and/or Roth 403(b) Contributions, up to the maximum age 50 catch-up Elective Deferrals or Roth 403(b) Contributions for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals or Roth 403(b) Contributions for a year is \$5,000 for 2008, and is adjusted for cost-of-living thereafter to the extent provided under the Code.
- 3.4 **Coordination.** Amounts in excess of the limitation set forth in Section 3.1 shall be allocated first to the special 403(b) catch-up under Section 3.2 and next as an age 50 catch-up contribution under Section 3.3 (if permitted by the Plan). However, in no event can the amount of the Elective Deferrals or Roth 403(b) Contributions for a year be more than the Participant's Compensation for the year.
- 3.5 **Special Rule for a Participant Covered by Another Section 403(b) Plan.** For purposes of this Section 3, if the Participant is or has been a participant in one or more other plans under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section 3. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the

foregoing, another plan maintained by a Related Entity shall be taken into account for purposes of Section 3.2 only if the other plan is a Code section 403(b) plan.

- 3.6 **Correction of Excess Elective Deferrals.** If the Elective Deferrals and/or Roth 403(b) Contributions on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferrals and/or Roth 403(b) Contributions on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the employer under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code for which the Participant provides information that is accepted by the Administrator), then the Elective Deferral and/or Roth 403(b) Contributions, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant.
- 3.7 **Protection of Persons Who Serve in a Uniformed Service.** An Employee whose employment is interrupted by qualified military service under section 414(u) of the Code or who is on a leave of absence for qualified military service under section 414(u) of the Code may elect to make additional Elective Deferrals and/or Roth 403(b) Contributions upon resumption of employment with the Employer equal to the maximum Elective Deferrals and Roth 403(b) Contributions that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals and Roth 403(b) Contributions, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under section 414(u) of the Code, this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

## ARTICLE IV

### Loans

- 4.1 **Loans.** Loans shall be permitted under the Plan to the extent elected by the Employer in Section II – Plan Information and permitted by the Individual Agreements controlling the Account assets from which the loan is made and by which the loan will be secured.
- 4.2 **Information Coordination Concerning Loans.** Each Vendor is responsible for all information reporting and tax withholding required by applicable federal and state law in connection with distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Administrator shall take such steps as may be appropriate to coordinate the limitations on loans set forth in Section 4.3, including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator shall also take such steps as may be appropriate to collect information from Vendors, and transmission of information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer.
- 4.3 **Maximum Loan Amount.** No loan to a Participant under the Plan may exceed the lesser of:
- (a) \$50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period); or
  - (b) one half of the value of the Participant's vested Account Balance (as of the Valuation Date immediately preceding the date on which such loan is approved by the Administrator).
- For purposes of this Section 4.3, any loan from any other plan maintained by the Employer and any Related Employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph.
- 4.4 **Loan Procedures.** The Participant must complete any loan application or approval procedure required by the Employer as well as agreements or promissory notes as the Vendor actually extending the loan may require. No loans will be made if a loan is in default or the Administrator is made specifically aware of any similar default on a loan from another 403(b) account or annuity or other arrangement subject to section 72(p) of the Code. The Account may be charged such fees as are specified by the Vendor in the annuity contract or custodial account for loans.
- 4.5 **Loan Terms.** All loans shall bear a rate of interest determined by the Vendor, commensurate with similar loans issued by commercial lenders. Generally, the maximum repayment period shall be five years from the date of the loan. If the loan is to be used to acquire a dwelling unit that is the principal residence of the Employee, the maximum loan repayment period may be extended, but in no event shall it exceed the usual repayment period required by commercial lenders for similar loans. All loans shall provide for level amortization with payments to be made not less frequently than quarterly.
- 4.6 **Loan Default.** If a loan payment is not paid by the end of any grace or cure period provided by the Vendor within the limits prescribed by regulations under section 72(p) of the Code, the loan will be deemed to be in default. As required by the Code, the entire outstanding loan balance plus any accrued interest will then be reported to the IRS as a taxable deemed distribution. Interest will continue to accrue on the loan, but will not be reported as an additional taxable distribution. If the defaulted loan balance is still outstanding at the time of any distributable event, the total outstanding loan balance will be offset from the Participant's Account. Regularly scheduled loan payments will not be accepted after a loan is defaulted. However, the principal plus accrued interest may be repaid in full at any time.

- 4.7 **Loan Guidelines**. Except as outlined above, the issuance of loans under this Plan shall be subject to written guidelines set forth in a separate document by the Vendor of the Annuity Contract or Custodial Account, which shall govern the availability, terms, and procedures for Participants to obtain loans under that Annuity Contract or Custodial Account.



**ARTICLE V**  
**Benefit Distributions**

5.1 **Benefit Distributions At Severance from Employment or Other Distribution Event.** Except as permitted under Section 3.6 (relating to excess Elective Deferrals), Section 5.4 (relating to withdrawals of amounts rolled over into the Plan), Section 5.5 (relating to hardship), or Section 8.3 (relating to termination of the Plan), distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes Disabled, or attains age 59½. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.

Notwithstanding the foregoing, Elective Deferrals made to an Annuity Contract and corresponding earnings as of December 31, 1988 are "grandfathered" and withdrawal restrictions do not apply to the extent that such amounts can be appropriately identified by the Vendor.

5.2 **Small Account Balances.** Once eligible for a distributable event, the terms of the Individual Agreement may permit distributions to be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, but no such payment may be made without the consent of the Participant or Beneficiary unless the Account Balance does not exceed \$5,000 (determined without regard to any separate account that holds rollover contributions under Section 6.1) and any such distribution shall comply with the requirements of section 401(a)(31)(B) of the Code (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of \$1,000).

5.3 **Minimum Distributions.** Each Individual Agreement shall comply with the minimum distribution requirements of section 401(a)(9) of the Code and the regulations thereunder. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of section 1.408-8 of the Income Tax Regulations, except as provided in section 1.403(b)-6(e) of the Income Tax Regulations.

5.4 **In-Service Distributions From Rollover Account.** If a Participant has a separate account attributable to rollover contributions to the plan, to the extent permitted by the applicable Individual Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

5.5 **Hardship Distributions.**

- (a) Hardship distributions shall be permitted under the Plan in accordance with the financial need safe harbor rules described in section 1.401(k)-1(d)(3)(iii)(B) of the Income Tax Regulations to the extent elected by the Employer in Section II – Plan Information and permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship. Hardship distributions may only be made on account of the following events, which are deemed to be "immediate and heavy financial needs of the Participant":
- (i) to pay expenses incurred or necessary for medical care (as described in section 213(d) of the Code) for the Participant, the Participant's spouse, children, dependents or the Participant's primary Beneficiary (determined without regard to whether the expenses exceed 7.5% of adjusted gross income);
  - (ii) for the purchase (excluding mortgage payments) of a principal residence for the Participant;
  - (iii) for payment of tuition and related educational fees (including room and board) for the next 12 months of post-secondary education for the Participant, the Participant's spouse, children, dependents or the Participant's primary Beneficiary;
  - (iv) for payment of amounts necessary to prevent the eviction of the Participant from, or a foreclosure on the mortgage of, the Participant's principal residence;
  - (v) to pay funeral or burial expenses for the Participant's deceased parent, spouse, child, dependent or the Participant's primary Beneficiary;
  - (vi) to pay expenses to repair damage to the Participant's principal residence that would qualify for a casualty loss deduction under section 165 of the Code (determined without regard to whether the

- (vii) such other event that the IRS recognizes as a safe harbor hardship distribution event under ruling, notice or other guidance of general applicability.

For this purpose, a “primary Beneficiary” is an individual who is named as a Beneficiary and has an unconditional right to all or a portion of the Account Balance upon the death of the Participant.

- (b) All hardship distributions shall be made in accordance with section 1.401(k)-1(d)(3)(iv)(C) of the Income Tax Regulations to the extent such need may not be satisfied from other resources that are reasonably available to the Participant, including commercially available loans and loans available under the Investment Arrangement established under the Plan. The determination as to whether the Participant’s circumstances are a case of hardship shall be based on the merits of each individual case; provided, however, that all determinations as to hardship shall be made uniformly and consistently for all Participants in similar circumstances under the Investment Arrangement.
- (c) A hardship distribution may be adjusted upwards to cover any federal, state or local taxes, including penalty taxes, which can reasonably be anticipated to result from the distribution. The need for a hardship distribution will be determined based on the facts and circumstances.
- (d) Hardship distributions shall be permitted only from 100% Vested Accounts. No Elective Deferrals, Roth 403(b) Contributions or After-Tax Employee Contributions shall be allowed under the Plan during the 6-month period beginning on the date the Participant receives a distribution on account of hardship.
- (e) The Individual Agreements shall provide for the exchange of information among the Employer and the Vendors to the extent necessary to implement the Individual Agreements, including, in the case of a hardship distribution that is automatically deemed to be necessary to satisfy the Participant’s financial need (pursuant to §1.401(k)-1(d)(3)(iv)(E) of the Income Tax Regulations), the Vendor notifying the Employer of the distribution in order for the Employer to implement the resulting 6-month suspension of the Participant’s right to make Elective Deferrals or Roth 403(b) Contributions under the Plan.

## 5.6 **Rollover Distributions.**

- (a) A Participant or the Beneficiary of a deceased Participant (or a Participant’s spouse or former spouse who is an alternate payee under a domestic relations order, as defined in section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant’s death was neither the spouse of the Participant nor the spouse or former spouse of the participant who is an alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of section 408(d)(3)(C) of the Code).
- (b) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.
- (c) A Participant or spouse who is the designated Beneficiary of the Participant may elect to roll over amounts in accordance with section 408A(e) of the Code directly to a Roth IRA.
- (d) To the extent permitted by the Individual Agreements, a non-spouse beneficiary who is a “designated beneficiary” under section 401(a)(9)(E) of the Code and the regulations thereunder, may elect to directly roll over all or any portion of his/her distribution to an individual retirement account (including a Roth IRA) the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution under section 402(c)(4) of the Code.

## ARTICLE VI

### Rollovers to the Plan and Transfers

#### 6.1 Eligible Rollover Contributions to the Plan.

- (a) **Eligible Rollover Contributions.** To the extent elected by the Employer in Section II – Plan Information and provided in the Individual Agreements, an Employee who is a Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. Such rollover contributions shall be made in the form of cash only. A Participant may make a rollover contribution to his or her Roth 403(b) Contribution Account only if the rollover is a direct rollover from another Roth 403(b) Contribution Account under an eligible retirement plan and only to the extent the rollover is permitted under the rules of section 402(c) of the Code. A rollover of Roth 403(b) Contributions may not be made to this Plan from a Roth IRA. The Vendor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of section 402(c)(8)(B) of the Code.
- (b) **Eligible Rollover Distribution.** For purposes of Section 6.1(a), an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any distribution that is one of a series of equal periodic payments that are made at least once a year and that will last for (i) the life of the Participant (or the joint lives of the Participant and the Participant's Beneficiary), (ii) the life expectancy of the Participant (or the joint life and last survivor expectancy of the Participant and the Participant's Beneficiary), or (iii) any installment payment for a period of 10 years or more, (2) any hardship distribution as described in Section 5.5(a), (3) any other distribution, of which a portion or all is a required minimum distribution under section 401(a)(9) of the Code, (4) a distribution made to satisfy the requirements of section 415 of the Code or a distribution of excess deferrals or excess aggregate contributions as described in the Income Tax Regulations, together with income allocable to these distributions, (5) loans that are treated as deemed distributions pursuant to section 72(p) of the Code and (6) similar items designated by the Commissioner in revenue rulings, notices and other guidance published in an Internal Revenue Bulletin. In addition, an eligible retirement plan means an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code, that accepts the eligible rollover distribution.
- (c) **Separate Accounts.** The Vendor shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan.

#### 6.2 Plan-to-Plan Transfers to the Plan.

- (a) At the direction of the Employer, for a class of Employees who are participants or beneficiaries in another plan under section 403(b) of the Code, the Administrator may permit a transfer of assets to the Plan as provided in this Section 6.2. Such a transfer is permitted only if the other plan provides for the direct transfer of each person's entire interest therein to the Plan and the participant is an employee or former employee of the Employer. The Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with §1.403(b)-10(b)(3) of the Income Tax Regulations and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.
- (b) The amount so transferred shall be credited to the Participant's Account Balance, so that the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant or Beneficiary immediately before the transfer in accordance with section 414(l) (1) of the Code.

- (c) To the extent provided in the Individual Agreements holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as an Elective Deferral by the Participant under the Plan, except that (1) the Individual Agreement which holds any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the Individual Agreement must impose restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed on the transferor plan and (2) the transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Section 3.

### 6.3 **Plan-to-Plan Transfers from the Plan.**

- (a) At the direction of the Employer, the Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Account Balance transferred to another plan that satisfies section 403(b) of the Code in accordance with § 1.403(b)-10(b)(3) of the Income Tax Regulations. A transfer is permitted under this Section 6.3(a) only if the Participants or Beneficiaries are employees or former employees of the Employer (or the business of the Employer) under the receiving plan and the other plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred in accordance with section 414(l) (1) of the Code.
- (b) The other plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the other plan shall impose restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the Plan, the other plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).
- (c) Upon the transfer of assets under this Section 6.3, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 6.3 (for example, to confirm that the receiving plan satisfies section 403(b) of the Code and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to §1.403(b)-10(b)(3) of the Income Tax Regulations.

### 6.4 **Contract and Custodial Account Exchanges.**

- (a) A Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors identified in Appendix A, subject to the terms of the Individual Agreements. However, an investment change that includes an investment with a Vendor that is not eligible to receive contributions under Section II – Plan Information (referred to below as an exchange) is not permitted unless the conditions in paragraphs (b) through (d) of this Section 6.4 are satisfied.
- (b) The Participant or Beneficiary must have an Account Balance immediately after the exchange that is at least equal to the Account Balance of that Participant or Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or Beneficiary under both section 403(b) contracts or custodial accounts immediately before the exchange).
- (c) The Individual Agreement with the receiving Vendor has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.

- (d) The Employer enters into an agreement with the receiving Vendor for the other contract or custodial account under which the Employer and the Vendor will from time to time in the future provide each other with the following information:
- (1) Information necessary for the resulting contract or custodial account, or any other contract or custodial accounts to which contributions have been made by the Employer, to satisfy section 403(b) of the Code, including the following: (i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 5.1); (ii) the Vendor notifying the Employer of any hardship distribution under Section 5.5 if the distribution results in a 6-month suspension of the Participant's right to make Elective Deferrals and, if applicable, Roth 403(b) Contributions under the Plan; and (iii) the Vendor providing information to the Employer or other Vendors concerning the Participant's or Beneficiary's section 403(b) contracts or custodial accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship distribution rules of Section 5.5); and
  - (2) Information necessary in order for the resulting contract or custodial account and any other contract or custodial account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following: (i) the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional plan loan satisfies the loan limitations of Section 4.3, so that any such additional loan is not a deemed distribution under section 72(p)(1); and (ii) information concerning the Participant's or Beneficiary's after-tax employee contributions and if applicable, Roth 403(b) Contributions, for a Vendor to determine the extent to which a distribution is includible in gross income.
- (e) If any Vendor ceases to be eligible to receive Elective Deferrals or Roth 403(b) Contributions under the Plan, the Employer will enter into an information sharing agreement as described in Section 6.4(d) to the extent the Employer's contract with the Vendor does not provide for the exchange of information described in Section 6.4(d)(1) and (2) in order for such Vendor to be listed in Appendix A.

## 6.5 **Permissive Service Credit Transfers.**

- (a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 6.5(a) may be made before the Participant has had a Severance from Employment.
- (b) A transfer may be made under Section 6.5(a) only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.
- (c) In addition, if a plan-to-plan transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the transferor plan, the Plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

## ARTICLE VII

### Investment of Contributions

- 7.1 **Manner of Investment.** All Elective Deferrals, Roth 403(b) Contributions or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.
- 7.2 **Investment of Contributions.** Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers among Annuity Contracts and Custodial Accounts may be made to the extent provided in Section 6.4 of the Plan, the Individual Agreements and permitted under applicable Income Tax Regulations.
- 7.3 **Current and Former Vendors.** The Administrator shall maintain a list of all Vendors under the Plan including those eligible to receive Elective Deferrals, Roth 403(b) Contributions, and Employer Contributions, if applicable, and, those only eligible to receive contract exchanges made under Section 6.4, if applicable. Such list shall be recorded in Appendix A and is hereby incorporated as part of the Plan. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Elective Deferrals or Roth 403(b) Contributions under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals or Roth 403(b) Contributions under the Plan and a Vendor holding assets under the Plan in accordance with Section 6.2 or 6.4), the Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

## ARTICLE VIII

### Amendment and Plan Termination

- 8.1 **Termination of Contributions**. The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.
- 8.2 **Amendment and Termination**. The Employer reserves the authority to amend or terminate this Plan at any time.
- 8.3 **Distribution upon Termination of the Plan**. The Employer may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed as soon as administratively practicable under the Plan, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations.

**ARTICLE IX**  
**Miscellaneous**

- 9.1 **Non-Assignability.** Except as provided in Section 9.2 and 9.3, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.
- 9.2 **Domestic Relation Orders.** Notwithstanding Section 9.1, if the Employer is a State or local governmental entity, if the Administrator is presented with a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant that has been made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.
- 9.3 **IRS Levy.** Notwithstanding Section 9.1, the Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.
- 9.4 **Tax Withholding.** Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Elective Deferrals and, if applicable, Roth 403(b) Contributions, which constitute wages under section 3121 of the Code). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including section 3401 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such information as the Administrator may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.
- 9.5 **Payments to Minors and Incompetents.** If a distribution is to be made to a minor or incompetent Participant or Beneficiary, payments may be made to the person's legal guardian, conservator recognized under state law, or custodian in accordance with the Uniform Gifts to Minors Act or similar law as permitted under the laws of the state where the Participant or Beneficiary resides. The Administrator will not be liable for any payments made in accordance with this section 9.5 and shall, to the extent made, be deemed to discharge any corresponding liability under the Plan. The Administrator will not be required to make any inquiries with respect to the competence of any person entitled to benefits under the Plan
- 9.6 **Mistaken Contributions.** If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.
- 9.7 **Procedure When Distributee Cannot Be Located.** The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Employer's or the Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the funding vehicle shall continue to hold the benefits due such person.



- 9.8 **Incorporation of Individual Agreements**. The Plan, together with the Individual Agreements, is intended to satisfy the requirements of section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code.
- 9.9 **Governing Law**. The Plan will be construed, administered and enforced according to the Code and the laws of the State in which the Employer has its principal place of business.
- 9.10 **Headings**. Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.
- 9.11 **Gender**. Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.
- 9.12 **Not Subject to ERISA**. This Plan is established and maintained as a plan that is exempt from the requirements of Title I of the Employee Retirement Income Security Act of 1974 (ERISA), as provided by Section 4 of such statute.

**ARTICLE X**  
**Roth 403(b) Contributions**

**10.1 Definitions.**

- (a) **“Roth 403(b) Contributions”** means, if so elected by the Employer in Section II – Plan Information, contributions that are:
- (i) made by the Employer to the Plan pursuant to a Compensation reduction agreement entered into by a Participant, which qualifies as a “designated Roth contribution” within the meaning of Code section 402A;
  - (ii) irrevocably designated by the Participant at the time of the cash or deferred election as a Roth elective deferral that is being made in lieu of cash compensation and in lieu of contributions in the form of Elective Deferrals that the Participant is otherwise eligible to make under the Plan; and
  - (iii) treated by the Employer as includible in the Participant’s income at the time the Participant would have received that amount as if the Participant had not made a cash or deferred election.
- (b) **“Roth 403(b) Contributions Account”** means the account established and maintained by the Administrator for each Participant with respect to his interest (including any earnings and losses attributable thereon) under the Plan attributable to Roth 403(b) Contributions.

**10.2 Roth 403(b) Contributions.** For each Plan Year, each Participant may elect to make Roth 403(b) Contributions to the Plan up to the applicable limit under Code section 402(g) aggregated with any Elective Deferrals as described in Section 3.1, 3.2 and 3.3, and subject to any limitations imposed under applicable law or under any applicable collective bargaining agreement. Such contributions will be allocated to the Participant’s Roth 403(b) Contributions Account.

**10.3 Distribution of Roth 403(b) Contributions.**

- (a) **Qualified Distributions.** Distributions from a Roth 403(b) Contributions Account will be tax-free for federal income tax purposes if:
- (i) The amounts are held for a 5-year holding period, measured from the first year that the initial Roth 403(b) Contribution was made on behalf of the Participant to a Roth 403(b) Contributions Account, and
  - (ii) The distribution is due to a Participant’s attainment of age 59 ½ , death or in the event of the Participant’s becoming Disabled.
- (b) **Non-qualified Distributions.** Amounts distributed from a Roth 403(b) Contributions Account that are not “Qualified Distributions” as defined in Section 10.3(a), may be distributed from a Roth 403(b) Contributions Account subject to the distribution rules applicable to Elective Deferrals as described in Section 5.1. Such nonqualified distributions shall be subject to federal income tax to the extent that the amount distributed exceeds the value of the Roth 403(b) Contributions.
- (c) **Restrictions.** If permitted by Individual Agreement, amounts held in a Roth 403(b) Contributions Account may be used for a loan in accordance with Section 4, distributed due to a financial hardship distribution under Section 5.4, transferred in accordance with Sections 6.3 or 6.5, or exchanged in accordance with Section 6.4.

**ARTICLE XI**  
**Employer Contributions**

11.1 This Plan may include Employer Contributions. If the Plan includes such contributions, the Employer shall make its contribution as set forth in Section II – Plan Information for each Plan Year. Such contributions shall be allocated to each eligible Employee’s account at the time and in the manner set forth in Section II – Plan Information.

11.2 **Definitions.**

- (a) **“Employer Contributions Account”** means the accounts established and maintained by the Administrator for each Participant with respect to his total vested and nonvested interests (including any earnings and losses attributable thereon) under the Plan resulting from Employer Nonelective Contributions and/or Employer Matching Contributions.
- (b) **“Employer Nonelective Contributions”** means the Employer’s discretionary contributions to the Plan in accordance with the formula selected by the Employer in the Section II - Plan Information section.
- (c) **“Employer Matching Contributions”** means the Employer’s contributions to the Plan that match a Participant’s Elective Deferrals or Roth 403(b) Contributions in accordance with the formula selected in the Section II - Plan Information section.

11.3 **Employer Contributions.** For each Plan Year, the Employer will contribute to the Plan the amount and form of contributions as specified in the Section II – Plan Information subject to any limitations imposed under applicable law or under any applicable collective bargaining agreement. Such contributions will be allocated to the Participant’s Employer Contributions Account.

11.4 **Contributions for Former Employees.** The Employer, in its discretion, may make Employer Contributions on behalf of a former Employee. For purposes of determining Employer Contributions for a former Employee, the former Employee is deemed to have monthly Compensation through the end of the taxable year of the Employee in which he or she ceases to be an Employee and through the end of each of the next five taxable years. The amount of monthly Compensation is equal to 1/12 of the former Employee’s Compensation during the former Employee’s most recent year of service, as defined in section 1.403(b)-4(e) of the Treasury Regulations.

11.5 **Maximum Annual Additions.**

- (a) The Limitation Year is the measuring period for determining whether the Plan satisfies the Code section 415 Limitation. The Limitation Year shall be the calendar year, beginning on January 1 and ending on December 31, unless otherwise specified in other Plan documentation.
- (b) The maximum permissible Annual Additions that may be contributed or allocated to each Participant’s Account under the Plan for any Limitation Year will not exceed the lesser of:
  - (i) \$40,000, as adjusted for increases in the cost of living under Code section 415(d), or
  - (ii) 100 percent of the Participant’s Includible Compensation for the Limitation Year.
- (c) For purposes of this Section, “Annual Additions” means, for any Limitation Year, the sum of Elective Deferrals, Roth 403(b) Contributions, Employer Contributions, After-Tax Employee Contributions and forfeitures to the Plan made to the Participant’s Account and the sum of any employee and employer contributions made on behalf of such individual under any other 403(b) plan maintained by the Employer.
- (d) If a Participant has a “controlling interest” in another employer and participates in that employer’s qualified 401(a) defined contribution plan, a welfare benefit fund (as defined in Code section 419(e)),

an individual medical account (as defined in Code section 415(l)(2)) or a simplified employee pension (as defined in Code section 408(k)) which provides Annual Additions, the amount of Annual Additions which may be credited to a Participant's Account for any Limitation Year will not exceed the maximum permissible amount described in subsection (b), taking into account employer contributions that have been allocated to such other plans as described in this subsection.

- (e) If, notwithstanding the application of section 3.1 and 3.2, the Annual Additions are greater than the maximum permissible amount described in subsection (b) in a Limitation Year, to the extent timely identified and to the extent consistent with applicable Code provisions and IRS guidance, the Employer shall notify one or more of the Vendors, as appropriate, and Elective Deferrals will be returned to the Participant until contributions are within the Section 415 limits. If timely correction of such excess is not made, such excess will remain in the Plan and will be separately accounted for in accordance with Code section 403(c). If, after return of Elective Deferrals, an excess amount still exists, the excess amount will be held unallocated in a suspense account. Such suspense account will be used to reduce future Employer contributions under the Plan.

11.6 **Vesting**. Unless otherwise provided in Section II - Plan Information section, a Participant will have a fully vested and nonforfeitable interest in any Employer Discretionary Contributions and Employer Matching Contributions. If a Participant is not fully vested in his or her interest, then an Employee will be credited an additional year for each Plan Year in which he or she completes at least one-thousand (1,000) hours. In the event Employer contributions are not fully vested, non-vested amounts shall be accounted for separately for purposes of the Plan consistent with the requirements of the Code and underlying regulations.

11.7 **Forfeiture of Benefits**. A Participant will forfeit the nonvested portion of his or her Employer Contributions Account upon the occurrence of any of the events described below. Each Vendor has the responsibility to determine the amount of a Participant's forfeiture. Until an amount is forfeited, pursuant to this Section 11.7, a Participant's entire Account must remain in the Plan and continue to share in gains and losses. A Participant will not forfeit any of his or her nonvested Account until the occurrence of one of the following events.

- (a) **Cash-Out Distribution**. Following termination of employment, a Participant may receive a total distribution of his or her vested benefit under the Plan (a "Cash-Out Distribution"). If a Participant receives a Cash-Out Distribution upon termination of employment, the Participant's nonvested benefit under the Plan will be forfeited in accordance with subsection (1) below. If at the time of termination, a Participant is totally nonvested in his or her Employer Contributions Account, the Participant will be deemed to receive a total Cash-Out Distribution of his or her entire vested Employer Contributions Account as of the date of termination, subject to the forfeiture provisions under subsection (1) below.

If a Participant receives a distribution of less than the entire vested portion of his or her Employer Contributions Account (including any additional amounts to be allocated under section (1)(ii) below, the Participant will not be treated as receiving a Cash-Out Distribution until such time as the Participant receives a distribution of the remainder of the vested portion of his or her Employer Contributions Account.

- (1) **Timing of forfeiture**. If a Participant receives a Cash-Out Distribution of his or her vested Employer Contributions Account, the Participant will immediately forfeit the nonvested portion of such Account, as of the date of the distribution or deemed distribution (as determined under subsection (i) or (ii) below, whichever applies).
  - (i) **No further allocations**. For purposes of applying the Cash-Out Distribution rules, a terminated Participant who receives a total distribution of his or her Employer Contributions Account will be treated as receiving the Cash-Out Distribution as of the date the Participant receives such distribution or deemed distribution, provided the Participant is not entitled to any further allocations under the Plan for the Plan Year in which the Participant terminates employment. The Participant will forfeit his or her nonvested benefits as of the date the Participant receives the Cash-Out Distribution.

- (ii) **Additional allocations.** For purposes of applying the Cash-Out Distribution rules, if upon termination of employment, a Participant is entitled to an additional allocation for the Plan Year in which the Participant terminates, such Participant will not be deemed to receive a Cash-Out Distribution until such time as the Participant receives a distribution of his or her entire vested Employer Contributions Account, including any amounts that are still to be allocated under the Plan. In the case of a deemed Cash-Out Distribution, if the Participant is entitled to an additional allocation under the Plan for the Plan Year in which the Participant terminates employment, the deemed Cash-Out Distribution is deemed to occur on the first day of the Plan Year following the Plan Year in which the termination occurs, provide the Participant is still totally nonvested in his or her Employer Contributions Account.
- (2) **Repayment of Cash-Out Distribution.** If a Participant receives a Cash-Out Distribution that results in a forfeiture and the Participant resumes employment covered under the Plan, such Participant may repay to the Plan the amount received as a Cash-Out Distribution. A Participant will only be permitted to repay his or her Cash-Out Distribution if such repayment is made before the earlier of:
- (i) five years after the first date on which the Participant is subsequently re-employed by the Employer, or
  - (ii) the date the Participant incurs a Five-Year Forfeiture Break in Service.

If a Participant receives a deemed Cash-Out Distribution and the Participant resumes employment covered under this Plan before the date the Participant incurs a Five-Year Forfeiture Break in Service, the Participant is deemed to repay the Cash-Out Distribution immediately upon his or her reemployment.

- (3) **Restoration of forfeited benefit.** If a rehired Participant repays a Cash-Out Distribution in accordance with subsection (2) above, any amounts that were forfeited on account of such Cash-Out Distribution (unadjusted for any interest that might have accrued on such amounts after the distribution date) will be restored to the Plan no later than the end of the Plan Year following the Plan Year in which the Participant repays the Cash-Out Distribution (or is deemed to repay the Cash-Out Distribution under subsection (2) above). No amount will be restored under the Plan, however, until such time as the Participant repays the entire amount of the Cash-Out Distribution. In no event will a Participant be entitled to a restoration under this subsection (3) if the Participant returns to employment after incurring a Five-Year Forfeiture Break in Service (as defined in subsection (b) below).
- (4) **Sources of restoration.** If a Participant's forfeited benefit is required to be restored under subsection (3), the restoration of such forfeited benefit will occur from the following sources. If the following sources are not sufficient to completely restore the Participant's benefit, the Employer must make additional contribution to the Plan.
- (i) Any unallocated forfeitures for the Plan Year of the restoration.
  - (ii) Any unallocated earnings for the Plan Year of the restoration.
  - (iii) Any portion of a discretionary Employer Contribution to the extent such contribution has not been allocated to Participants' Accounts for the Plan Year of the restoration.
- (b) **Five-Year Forfeiture Break in Service.** If a Participant has five (5) consecutive Breaks in Service (a "Five-Year Forfeiture Break in Service"), all Years of Service after such Breaks in Service will be disregarded for the purpose of vesting in the portion of the Participant's Employer Contributions Account that accrued before such Breaks in Service. A Participant who incurs a Five-Year Forfeiture Break in Service will forfeit the nonvested portion of his or her Employer Contributions Account as of

the end of the Plan Year in which the Participant incurs the fifth consecutive Break in Service. A Participant incurs a Break in Service for any Plan Year during which the Employee does not completed more than five hundred (500) hours of service with the Employer.

- 11.8 Forfeitures will be used to reduce future Employer contributions under this Plan in the Plan Year following the Plan Year in which the forfeitures occur, or may be made available to pay any administrative expenses of the Plan.
- 11.9 Regardless of the Plan's vesting schedule, a Participant's right to his/her Account Balance is fully vested upon the date he/she attains Normal Retirement Age provided the Participant is an Employee on or after such date.

**ARTICLE XII**  
**Participating Employers**

- 12.01 **Participation by Participating Employers.** An Employer (other than the Employer that executes the Employer Signature Page) may elect to participate under this Plan by executing a Participating Employer Adoption Page. A Participating Employer may not contribute to this Plan unless it executes the Participating Employer Adoption Page.
- 12.02 **Participating Employer Adoption Page.**
- (a) **Application of Plan provisions.** By executing a Participating Employer Adoption Page, a Participating Employer adopts all the provisions of the Plan, including the elective choices made by the signatory Employer under the Adoption Agreement. The Participating Employer may elect under the Participating Employer Adoption Page to modify the specified elective provisions under the Adoption Agreement as they apply to the Participating Employer.
  - (b) **Plan Amendments.** In addition, unless provided otherwise under the Participating Employer Adoption Page, a Participating Employer is bound by any amendments made to the Plan in accordance with Section 8.2.
  - (c) **Custodian/Insurance Company Declaration.** The Participating Employer agrees to use the same Custodians/Insurance Companies as is designated in Appendix A, except as provided in a separate agreement.
- 12.03 **Compensation of Related Employers.** In apply the provisions of this Plan, Compensation includes amounts earned with a Related Employer, only if such Related Employer executes a Participating Employer Adoption Page.
- 12.04 **Allocation of Contributions.** Unless otherwise selected under the Participating Employer Adoption Page, any contributions made by a Participating Employer will be allocated to all Participants employed by the Employer and Participating Employers in accordance with the provisions of this Plan. A Participating Employer may elect under the Participating Employer Adoption Page to allocate its contributions only to the Participants employed by the Participating Employer making such contributions. If so elected, Employees of the Participating Employer will not share in an allocation of contributions made by an other Participating Employer (except in such individual's capacity as an Employee of that other Participating Employer).
- 12.05 **Discontinuance of Participation by a Participating Employer.** A Participating Employer may discontinue its participation under the Plan at any time. To implement a Participating Employer's cessation of participation, the following procedures must be followed: (1) the Participating Employer adopts a resolution that formally terminates active participation in the Plan as of a specified date, (2) the Employer that has executed the Employer Signature Page should reexecute such page indicating an amendment to the Plan has occurred, and (3) the withdrawing Participating Employer should provide any notices to its Employees that are required by law. Discontinuance of participation means that no further benefits accrue after the effective date of such discontinuance with respect to employment with the withdrawing Participating Employer. The portion of the Plan attributable to the withdrawing Participating Employer may continue as a separate plan, under which benefits may continue to accrue, through the adoption by the Participating Employer of a successor plan (which may be created through the execution of a separate Plan by the Participating Employer) or by spin-off of the portion of the Plan attributable to such Participating Employer which may follow a merger or transfer into another existing plan, as specified in a merger or transfer agreement.
- 12.06 **Operational Rules for Related Employer Groups.** If an Employer has one or more Related Employers, the Employer and such Related Employer(s) constitute a Related Employer group. In such case, the following rules apply to the operation of the Plan.

- (a) If the term “Employer” is used in the context of administrative functions necessary to the operation, establishment, maintenance, or termination of the Plan, only the Employer executing the Employer Signature Page, and any Related Employer executing a Participating Employer Adoption Page, is treated as the Employer.
- (b) The term Excluded Employee is determined by treating all members of the Related Employer group as the Employer.
- (c) An Employee is not treated as terminated from employment if the Employee is employed by any member of the Related Employer group.
- (d) The Code section 415 limitation described in Section 11.5 is applied by treating all members of the Related Employer group as the Employer.

In all other contexts, the term “Employer” generally means a reference to all members of the Related Employer group, unless the context requires otherwise. If the terms of the Plan are ambiguous with respect to the treatment of the Related Employer group as the Employer, the Administrator has the authority to make a final determination on the proper interpretation of the Plan.



**SECTION IV – EMPLOYER SIGNATURE PAGE**

IN WITNESS WHEREOF, the Employer has caused this Plan to be executed by its duly authorized officers on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Employer: Tillamook Bay Community College  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

New Plan Adoption, effective 01/01/2009.

Restatement of an existing plan, effective \_\_\_\_\_.

An amendment of the Plan. If this Plan is being amended, the updated pages of the Adoption Agreement may be substituted for the original page in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.

(1) Identify the section(s) of the Adoption Agreement being amended: \_\_\_\_\_

(2) Effective Date(s) of such changes: \_\_\_\_\_

It is recommended that the Employer consult with legal counsel before executing this Agreement.

**SECTION V – PARTICIPATING EMPLOYER ADOPTION PAGE**

**Check this selection and complete this page if a Participating Employer (other than the Employer that signs the Signature Page above) will participate under this Plan as a Participating Employer. [Note: See Section III, Article XII of the Plan for rules relating to the adoption of the Plan by a Participating Employer. If there is more than one Participating Employer, each one should execute a separate Participating Employer Adoption Page. Any reference to the “Employer” in this Adoption Agreement is also a reference to the Participating Employer, unless otherwise noted.]**

**PARTICIPATING EMPLOYER INFORMATION:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

**EMPLOYER IDENTIFICATION NUMBER (EIN):** \_\_\_\_\_

**TYPE OF ENTITY:** \_\_\_\_\_

**EFFECTIVE DATE:**

**New plan.** The Participating Employer is adopting this Plan as a new Plan effective \_\_\_\_\_

**Restated plan.** The Participating Employer is adopting this Plan as a restatement of \_\_\_\_\_ [insert name of Participating Employer’s plan(s) being restated].

(a) This restatement is effective \_\_\_\_\_

(b) The original effective date of the plan(s) being restated is: \_\_\_\_\_

**ALLOCATION OF CONTRIBUTIONS.** Any contributions made under this Plan will be allocated to all Participants of the Employer (including the Participating Employer identified on this Participating Employer Adoption Page).

To override this default provision, check below.

Check this box if contributions made by the Participating Employer signing this Participating Employer Adoption Page will be allocated only to Participants actually employed by the Participating Employer making the contribution. If this box is checked, Employees of the Participating Employer signing this Participating Employer Adoption Page will not share in an allocation of contributions made by the Employer or any other Participating Employer.

**SIGNATURE.** By signing this Participating Employer Adoption Page, the Participating Employer agrees to adopt (or to continue its participation in) the Plan identified on page 1 of this Agreement. The Participating Employer agrees to be bound by all provision of the Plan as completed by the signatory Employer, unless specifically provided otherwise on this Participating Employer Adoption Page. The Participating Employer also agrees to be bound by any future amendments (including any amendments to terminate the Plan) as adopted by the signatory Employer.

\_\_\_\_\_  
(Name of Participating Employer)

\_\_\_\_\_  
(Name of authorized representative) (Title)

\_\_\_\_\_  
(Signature) (Date)

**APPENDIX A**

**APPROVED 403(B) PLAN VENDOR LIST**

Plan Name: Tillamook Bay Community College 403(b) Plan

Plan Sponsor: Tillamook Bay Community College

Effective Date: 01/01/2009 Ref. No.: 105354

A. The following vendors are authorized to receive contributions and contract exchanges between vendors under the 403(b) Plan:

Name of Vendor

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B. The following vendors have signed information sharing agreements and are authorized to only receive contract exchanges between vendors under the 403(b) Plan maintained by Tillamook Bay Community College and are not authorized to receive new contributions:

Name of Vendor

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# Board of Education Election

**RECOMMENDATION**

Information only – no action requested.

**BACKGROUND INFORMATION** ----- President Carnahan  
Chair Wakefield, Directors Jensen, McGinnis and Shaw all have terms that expire June 30,  
2009. If you are planning on running for office you can submit your Candidate Form (available  
at the County Clerk’s office) to the County Clerk’s office between February 7 and March 19,  
2009.

# Strategic Planning and Accreditation

**RECOMMENDATION**

Information only – no action requested.

**BACKGROUND INFORMATION**-----Dean Gates

There is no formal report this month. Dean Gates hopes to report at the meeting regarding candidacy progress.

# Courses and Curricula

**RECOMMENDATION**

Information only – no action requested.

**BACKGROUND INFORMATION** ----- Dean Gates

There are no new courses or curricula to report this month.

# Grants and Contracts<sup>i</sup>

**RECOMMENDATION**

There are no grants or contracts to review this month.

**BACKGROUND INFORMATION** ----- Dean Ellison

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<sup>i</sup> **TBCC Policy - ARTICLE 106: CONTRACT REVIEW BOARD**

# Board of Education Policy<sup>i</sup>

**RECOMMENDATION**

First reading of Policy Sections I, Board, and II, Administration.

Submit completed Board Self-evaluations to Board Secretary Sue Owens.

**BACKGROUND INFORMATION**----- President Carnahan

**Policy:** Presented for first reading are sections I, Board, and II, Administration, of the Board policy manual. The primary purpose of Policy review is to distinguish it from Administrative Rule. Proposed deletions are shown as struck through text and additions are in bolded text. Any corresponding Administrative Rules are be approved by College Council.

**Board Self-evaluation:** At the January meeting, the Board was asked to complete and submit a self-evaluation form to Sue Owens by February 2 or before. This information will be compiled and shared with the Board at the March meeting. A copy of the form is included for your convenience.

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<sup>i</sup> TBCC Policy -102.1 - BOARD POLICIES AND ADMINISTRATIVE RULES



Article No.: 100

Approved: April 7, 2008

Reference: ORS 341.287 [2]; ORS 341.290; ORS 192.420; ORS ~~341.790~~; ORS 294.336

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## 100.1 - PHILOSOPHY

The Board of Education of Tillamook Bay Community College recognizes that it is responsible to all the citizens of the College service area which constitutes Tillamook County, regardless of political, social, fraternal, religious or other affiliation.

### MISSION

Tillamook Bay Community College provides access to quality education in response to the needs of our community.

### GOVERNANCE

The Board of Education is primarily concerned with the creation, under existing law, of policies for the ~~County~~ **College**, and for the evaluation of the effectiveness of those policies. The execution of given policy, the daily decisions made within its framework, and the methods used to enforce its provisions, are properly the responsibility of the College professional administrative staff.

## 100.2 - BOARD DUTIES AND RESPONSIBILITIES

The Board of Education shall be responsible for the general oversight and control of the community college. Consistent with any applicable rules of the State Board of Education, the Board may:

1. Select and appoint the College President.
2. Select and appoint candidates to vacant Board positions.
3. Employ administrative officers, professional personnel and other employees, define their duties, terms and conditions of employment and prescribe compensation therefore.
4. Enact policies for the governance of Tillamook Bay Community College, including professional personnel and other employees **thereof** and students therein and review on an annual basis.
5. Prescribe the educational program, including the establishment of the academic requirements for diplomas, certificates, and associate degrees.
6. Control use of and access to the grounds, buildings, books, equipment, and other property of the College.

Article No.: 100

Approved: April 7, 2008

Reference: ORS 341.287 [2]; ORS 341.290; ORS 192.420; ORS ~~341.790~~; ORS 294.336

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7. Acquire, receive, hold control of, convey, sell, manage, operate, lease, lease-purchase, lend, invest, improve, and develop any and all property of whatever nature given to or appropriated for the use, support, or benefit of any activity under the control of the board, according to the terms and conditions of such gift or appropriation.
8. Purchase real property upon a contractual basis when the period of time allowed for payment under the contract does not exceed 30 years.
9. Establish standards of admission to Tillamook Bay Community College and prescribe tuition rates and fees, including fixing different tuition rates for students who reside in the county, students who do not reside in the county but are residents of the state, and students who do not reside in the state.
10. Prescribe and expend funds so raised for special programs and services for the students and for programs for the cultural and physical development of the students.
11. Provide and disseminate to the public information relating to the program, operation and finances of Tillamook Bay Community College.
12. Establish or contract for advisory and consultant services.
13. Take, hold and dispose of mortgages on real and personal property acquired by way of gift or arising out of transactions entered into in accordance with the powers, duties, and authority of the board and institute, maintain and participate in suits and actions and other judicial proceedings in the name of the college for the foreclosure of such mortgages.
14. Maintain programs, services and facilities, and, in connection therewith, cooperate and enter into agreements with any person or public or private agency.
15. Provide student services consistent with the College's mission to support student achievement of educational goals.
16. Join appropriate associations and pay any required dues therefore from resources of the College.
17. Apply for state and federal funds and accept and enter into any contracts or agreements for the receipt of such funds from the State or Federal Government or its agencies for educational purposes.
18. Prescribe rules for the use and access to public records of the college that are consistent with ORS 192.420. However, the following records shall not be made

Article No.: 100

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Reference: ORS 341.287 [2]; ORS 341.290; ORS 192.420; ORS ~~341.790~~; ORS 294.336

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available to public inspection for any purpose without consent of the person who is the subject of the record, or upon order of a court of competent jurisdiction:

- (a) Student records relating to matters such as grades, conduct, personal and academic evaluations, results of psychometric testing, disciplinary actions, if any, and other personal matters.
  - (b) Employee records relating to matters such as conduct, personal and academic evaluations, disciplinary actions, if any, and other personal matters.
19. Enter into contracts for the receipt of cash or property, or both and establish annuities; and, commit, appropriate, authorize and budget for the payment of or other disposition of general funds to pay, in whole or in part, sums due under an annuity agreement, and to provide the necessary funding for reserves or other trust funds.
  20. Encourage gifts to the College by faithfully devoting the proceeds of such gifts to the college purposes for which intended.
  21. Build, furnish, equip, repair, lease, purchase and raze facilities; and locate, buy and acquire lands for all college purposes. Financing may be any prudent method, including but not limited to loans, contract purchase or lease. Leases authorized by this section include lease-purchase agreements where under the College may acquire ownership of the leased property at a nominal price. Such financing agreements may be for a term of up to 30 years except for lease arrangements which may be for a term of up to 50 years.
  22. Participate in an educational consortium with public and private institutions that offer secondary, upper division and graduate instruction. To engage in such consortiums the College may expend money, provide facilities and assign staff to assist those institutions offering instruction.
  23. Annually, the Board of Education will do a Board Self-Evaluation to review its effectiveness as a governing board.
  24. Exercise any other power, duty or responsibility necessary to carry out the functions under this section or required by law.

### 100.3 - ORGANIZATION OF THE BOARD

The Board derives its authority from ORS, Chapter 341. The Board is subject to the provisions of the Constitution of the State of Oregon, applicable state and federal laws, its own policies and procedures, and the expressed will of the electorate. Board members

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Reference: ORS 341.287 [2]; ORS 341.290; ORS 192.420; ORS 341.790; ORS 294.336

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serve without remuneration, except for actual and necessary expenses incurred by Board members in authorized travel for College business, conferences, or professional meetings.

The Board consists of seven members nominated from zones and elected at large **to four-year terms**. Elections are held in accordance with the provisions of the ORS 341.790. The zones are:

Zone 1:	Beaver, Carnahan, Cloverdale, Hebo, Neskowin, Union, and Pacific City.
Zone 2:	Fairview, Netarts, Oceanside, South Prairie, and Westside.
Zone 3:	City of Tillamook (Precincts 1-6), Eastside, and Trask.
Zone 4:	Bay City, Garibaldi, Kilchis, Maple Leaf, and Foley.
Zone 5:	Nehalem, Pine Grove, Rockaway Beach, Wheeler, and Manzanita.
Zone 6:	At Large.
Zone 7:	At Large.

The term of office of all Board members shall begin on July 1 following the date of election. Board members shall serve until their successor's term begins. Board members must qualify by taking the oath of office before assuming the duties of the office.

The Board shall declare the office of a Board member vacant if it finds any of the following:

- A. The incumbent has died or resigned, or
- B. The incumbent has been removed, recalled, or the election has been declared void by a court of competent jurisdiction, or
- C. The incumbent has ceased to be a resident of Tillamook County or the zone they were elected to represent, or
- D. The incumbent has not discharged the duties of office for two consecutive regular monthly meetings unless prevented there from by sickness or other unavoidable cause, or unless granted an excuse by the Chairperson of the Board. The Chairperson shall report and have entered such excuses in the minutes of the meeting for which the excuse was granted.

Vacant positions upon the Board shall be filled by appointment of a qualified voter residing in the zone in which the vacancy occurs. A Board member so appointed shall serve until the next regular Public Election when a successor shall be elected to serve for the remainder of the unexpired term.

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Reference: ORS 341.287 [2]; ORS 341.290; ORS 192.420; ORS 341.790; ORS 294.336

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#### 100.4 - OFFICERS OF THE COLLEGE BOARD

After July 1 of each year, the Board shall meet and organize by electing a chairperson and vice-chairperson from its members.

The President of the College shall be appointed the Clerk of the Board. The Dean of Administrative Services shall be appointed the Deputy Clerk of the Board, and the Assistant to the President shall be named the Board Secretary.

#### 100.5 - DUTIES OF OFFICERS

The duties of Board officers and committees will be as follows:

##### A. Chairperson

1. To preside at all meetings of the Board.
2. To appoint or provide for the election of all committees.
3. To call special meetings as required.
4. To perform such other duties as may be prescribed by law or by action of the Board.
5. To have the same duty to vote on matters before the Board as the other members.

##### B. Vice-chairperson

The Vice-chairperson shall uphold the duties of the Chairperson in her/his absence.

##### C. ~~President of the College as~~ Clerk of the Board

1. The **College** President is appointed by the Board as its Executive and shall implement the policies of the Board regarding the operation of the College.
2. It will be the duty of the Clerk to approve and sign the minutes of all special and regular meetings of the Board, and to sign all other official documents of the Board.

##### D. Deputy Clerk

1. The Deputy Clerk will function as Clerk in the absence of the Clerk. The Deputy Clerk may also be a co-signer for payment of College bills by check.

##### E. Secretary for the Board

The major duties and responsibilities of the Secretary for the Board will be:

1. To notify members of the Board of all regular and special meetings.
2. To attend all Board meetings.
3. To record the minutes of the meetings of the Board and transmit a copy of the minutes of the previous meeting to each member of the Board before each ensuing meeting.
4. To have charge of all records, proceedings and documents of the Board.

##### F. Committees

1. The Chairperson shall appoint no more than three members to committees designated for a specific purpose. Committees shall not perform any of the Board's functions.

Article No.: 100

Approved: April 7, 2008

Reference: ORS 341.287 [2]; ORS 341.290; ORS 192.420; ORS ~~341.790~~; ORS 294.336

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G. Budget Committee

1. As directed by ORS 294.336, the Budget Committee shall consist of seven College Board members and seven members appointed by the Board for three year terms. Appointees must be qualified electors of Tillamook County.

100.6 - AUTHORITY OF MEMBERS

Any duty imposed upon the Board as a body shall be performed at a regular or special meeting and shall be made a matter of record. The consent to any particular measure obtained from individual Board members when the Board is not in session shall not be an act of the Board and shall not be binding upon the College.

Article No.: 101

Approved: April 7, 2008

Reference: **ORS 192.610-192.690; ORS 341.283**

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## 101.1 CONDUCTING BOARD BUSINESS

1. Annual Organizations Meeting. The first Board of Education meeting of the fiscal year will serve as the annual organizational meeting.
2. Regular Board Meetings. Regular Board meetings are held monthly. Other meetings are held as needed. The date and location of a regular meeting may be changed by the action of the Board either by letter or by distribution of the minutes carrying a record of the change. In case of a change in date or location of a regular meeting, the Clerk shall take appropriate steps to inform the public of the change in advance of the meeting.
3. Executive Sessions. Executive sessions shall be held in compliance with Oregon Revised Statutes. Executive sessions, in accordance with Oregon Revised Statutes, are not open to the public.
4. Rules of Order. Robert's Rules of Order shall be used as a guide in conducting Board Meetings, except as otherwise noted in Board policy.
5. Public Participation in Board Meetings. All regular meetings of the Board are open to the public. The Board encourages and welcomes participation in its regular Board meetings and provides for public discussion of agenda items during the meeting under the agenda item, "Invitation of Public Comment." The Board, however, has no obligation to act upon any public request or proposal unless such request or proposal is submitted in writing to the College President at least eight days before the meeting, and the Chairperson of the Board places it on the agenda. Public discussion time may be limited by the Chairperson of the Board.
6. Minutes of Board Meetings. A record of all transactions of the Board will be set forth in the official minutes. The minutes will record the name of the member making a motion, the name of the person seconding it, and the vote of each Board member.
7. Voting. Voting at Board meetings will be by voice vote. A member voting against a proposition may state the reasons and have them recorded in the minutes if so requested at the time of voting. Any member may also request the "yeas" and "nays" to be taken and entered in the minutes on any question before the Board. Abstention is not desirable and if insisted upon will be recorded as a "nay" vote.
8. Quorum. Four members of the Board will constitute a quorum for the transaction of Board business. At least four members of the Board must approve a motion for it to pass.
9. Meeting Agenda. The agenda for Board meetings will be prepared by the College President. As a general rule, official action will not be taken on items not listed on the agenda.
10. Resource Persons at Board Meetings. The Board will recognize resource persons from various sections of the college community (instruction, administrative, and business office). Such resource persons will be seated at a resource table at regular Board meetings for the purpose of providing the Board information pertaining to the viewpoints of their respective sections regarding new or revised Board policy. All

Article No.: 101

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Reference: **ORS 192.610-192.690; ORS 341.283**

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such representatives serve in an advisory capacity, at the pleasure of the Board, and with no right to vote on matters before the Board.

11. Board Member Travel Policy. All members of the College Board of Education are authorized to attend and participate in meetings and conferences of organizations of which the College is a member. Travel arrangements for such meetings shall be coordinated by the Secretary to the Board. Board members may be reimbursed for authorized college travel at approved reimbursement rates.
12. Special Meeting. When a group, organization, or association wishes to meet with the Board and/or representatives of the Board, the initiating organization is required to prepare the agenda with appropriate supporting material. This agenda and supporting material must be forwarded to the President's Office not less than five (5) days prior to the scheduled meeting for dissemination to Board members in advance of the special meeting. This responsibility includes the Board should they initiate the meeting. All special meetings shall be conducted in compliance with Oregon's Public Meetings Law. The Board reserves the right to deviate from this policy when in their judgment conditions warrant such action.

#### 101.2 - PLACE OF MEETINGS

All meetings of the Board will be held at the main campus unless previously announced that another location has been selected. In case any meeting is held at a different place, the secretary will notify each member of the change. Regular meetings will be held at 6:30 p.m., unless otherwise required by law or otherwise specified in the notice of the meeting.

#### 101.3 - MEETINGS OPEN TO PUBLIC

- A. All meetings of the Board will be open to the public except for executive sessions. The Board may exclude from any such public or private meeting, during the examination of witness, any or all other witnesses in the matter being investigated by the legislative body.
- B. The order of business of any official meeting will include an opportunity for the public to address the Board on any item of business which is included in the agenda. The Board, however, does not obligate itself to act upon request or proposal immediately. In order to place an item on the agenda, it must be submitted to the President in writing at least five (5) working days before the meeting.



Article No.: 102  
Approved: April 7, 2008  
Reference:

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102.1 - BOARD POLICIES

- A. The policies and procedures adopted by the College Board of Education have been written to be consistent with the provisions of law, but do not encompass all laws relating to the College's activities. All employees will be expected to know and will be held responsible for observing all provisions of law pertinent to their activities as College employees.
- B. Any policy or procedure needing immediate action may be enacted by a unanimous vote of the entire Board. The vote will be entered in the minutes of the meeting.
- C. Additions, changes and/or deletions of **Tillamook Bay Community College Policy Articles** ~~policies and procedures~~ governing the College shall be considered by the Board at a minimum of two (2) separate meetings before final action is taken. Amendment will be made by the repeal of the existing policy and, if required, the enactment of a new policy.
- D. The President will furnish a copy of the policies and procedures and a copy of any amendment thereof to each employee and to any interested person. In lieu of the distribution of the complete manual, the President may prepare a special edition for any specific group of employees; provided, however, that a copy of the complete policies and procedures is made readily accessible to all employees and to members of the public. Copies of the **Tillamook Bay Community College Policy Manual and Administrative Rules** ~~are policies and procedures will be~~ on file in the office of the President.
- E. Administrative Rules. The College has a number of procedures and operational rules that are implemented operationally on a daily basis. These procedures are policy driven and are approved by the College Council as "Administrative Rules." The College Council has approved an Administrative Rule with procedures for additions, deletions, and modifications to Administrative Rules. A complete review of the Administrative Rules will take place annually.

Article No.: 103

Approved: April 7, 2008

Reference:

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**103.1 - BOARD COMMUNITY RELATIONSHIPS**

Tillamook Bay Community College is a public institution whose purpose is to provide education for the public. The Board encourages and welcomes public participation and awareness of the operation of the College. College activities and public records are open to inspection except in those limited instances where inspection is confidential or exempt from disclosure under law.

- A. The Board recognizes the right of the public to information concerning all of its actions and policies and concerning the details of its educational and business operations. In accordance with this policy, copies of the agenda will be furnished to all interested persons and organizations upon request to the President.
- B. Copies of minutes of Board meetings may also be furnished to interested persons and organizations upon written request.
- C. The Board will provide for the dissemination of information concerning the College and its educational programs and business operations.
- D. It will be the practice of the Board to consider input of all interested groups concerning its educational programs and business operations. The Board alone will be the final policy agent.

Article No.: 104  
Approved: April 7, 2008  
Reference: ORS260.432

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104.1 - BOARD ACTION ON LEGISLATIVE ISSUES

The Board of Education will not take any position advocating or proposing a local, state, or national legislative matter, except if it should vote to do so in a case which is of direct concern to Tillamook Bay Community College.

Article No.: 105

Approved: April 7, 2008

Reference: **ORS 341.275; ORS 244.120; ORS 244.130**

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**105.1 - BOARD CONFLICT OF INTEREST**

Taking of a seat on the Board by an employee of the College shall automatically serve to terminate that individual's employment with the College.

In the event of a potential conflict of interest involving any member of the Board, such member shall announce publicly the nature of the potential conflict. This shall be made by the member during the meeting at which any official action related to such conflict of interest shall be proposed or taken and prior to participating in any related discussion or official action thereon, whether by vote or by abstention.

A "potential conflict of interest" means any transaction where a person acting in a capacity as a public official takes any action or makes any decision or recommendation, the effect of which would be to the person's private pecuniary benefit or detriment. There is not a "potential conflict of interest" where the transaction would effect to the same degree a class of persons consisting of all inhabitants of the state, or a smaller class of persons consisting of an entire industry, occupation, or group to which the Board member is associated, or in which the member is engaged.

The Board member need not announce a potential conflict of interest more than once during the meeting. When a Board member announces a potential conflict of interest, it shall be recorded in the minutes of the Board. Notice of the potential conflict and how it was disposed of may, at the request of a majority of the Board or upon request of the member giving notice of the potential conflict, be provided to the Oregon Government Ethics Commission.

Article No.: 106

Approved: April 7, 2008

Reference: ORS 279A.060, ORS 279A.065

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**106.1 - BOARD CONTRACT REVIEW BOARD**

By ORS 279A.060, the Tillamook Bay Community College Board of Education is designated as the local contract review board for the College.

Procurement of goods and services by the College is governed by the Oregon Attorney General's Model Rules as contained in OAR Chapter 137, which rules are adopted by Tillamook Bay Community College except as the College has adopted its own rules of policy. Exceptions to the Model Rules, adopted by the Board of Education, are listed below.

**106.2 - Personal Service Contracts****106.2.1 - General Requirements**

- A. Personal Services include, but are not limited to, contracts for auditing and financial services, legal services, architectural and engineering services, planning services, and technical inspection services.
- B. The Board by resolution may designate additional service contracts or classes of service contracts as personal service contracts if the following conditions apply:
  - 1. Specialized skills, knowledge and resources are not available within the College staff;
  - 2. The work cannot be done in a reasonable time with the College's own work force;
  - 3. An independent and impartial evaluation of a situation is required by a consultant with recognized professional expertise and stature;
  - 4. It will be less expensive to contract for the work.
- C. Persons who are interested in performing services for the College may submit their areas of interest to the College Dean of Administrative Services, who will compile a list of prospective consultants. This list may be used in lieu of an advertisement when issuing a request for qualifications or a request for proposals for a specific project.
- D. The Board will be informed of action(s) taken.

**106.2.2 - Formal Selection Process**

Article No.: 106

Approved: April 7, 2008

Reference: ORS 279.A.060, ORS 279A.065

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- A. Except as provided in Section "Informal Selection Process" below, this procedure shall be used whenever the estimated fee to the contractor exceeds fifty thousand dollars (\$50,000).
- B. Solicitation of Proposals
1. Responses shall be solicited through public advertisement or notice to persons on the College's consultant list, inviting response to either:
    - a. A request for proposals (RFP); or
    - b. A request for qualifications (RFQ) to establish a short list, followed by an RFP.
  2. The advertisement, when used, shall appear at least once in at least one newspaper of general circulation in the local area. The solicitation may be advertised in additional issues and publications to achieve adequate competition or to reach the minorities, women, and emerging small business enterprise audiences.
- C. Use of Request for Qualifications
1. An RFQ used to evaluate qualifications, screen potential consultants, and establish a short list shall contain the information required to screen and select qualified respondents.
  2. The College President or designee shall review, score and rank the consultants according to the solicitation criteria and the results of any oral interview. The College President may delegate this screening to a committee composed of qualified employees of the College or others so designated. The committee may include private practitioners of the work encompassed by the project.
  3. Following screening and evaluation, the College President or designee shall establish a short list of at least three qualified consultants. If four or fewer persons respond to the RFQ, then a short list of fewer than three qualified consultants may be established or the RFQ may be canceled and an RFP issued.
  4. Every qualified consultant placed on a short list shall receive an RFP and have an opportunity to submit a proposal. No person shall be eligible for placement on a short list during the period in which any of the person's principals, partners or associates are a member of the College's evaluation committee.

Article No.: 106

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Reference: ORS 279.A.060, ORS 279A.065

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5. Publication of an RFQ shall not make the College responsible for any consultant costs and expenses incurred in submitting responses to an RFQ. All potential consultants who respond to an RFQ do so solely at the consultant's cost and expense.
6. Any reasonable evaluation method may be used to establish a short list of qualified consultants.

#### D. Request for Proposals

1. A meeting may be held for all interested consultants to discuss the proposed project and the required services. Attendance at such a meeting, if held, may be mandatory.
2. An RFP consultant selection committee of at least three persons shall be appointed by the College President or designee to review, score and rank the consultant's responses to the RFP. If the RFP follows an RFQ, the RFP consultant selection committee may be the same as any RFQ consultant evaluation committee. The RFP consultant selection committee may interview consultants. The committee may be composed of highly qualified professional employees of the College or other agencies and may include private practitioners of the work encompassed by the project. The Board may establish a different consultant selection committee when selection of the consultant is done by the College President or Board.
3. No person or firm shall be eligible for award of a consultant contract during the period in which any of the person's principals, partners or associates is a member of the consultant selection committee.
4. The RFP consultant selection committee shall review, score and rank all responsive proposals according to criteria listed in the RFP. These criteria may include but are not limited to the following:
  - a. Availability and capability to perform the work.
  - b. Experience of key staff on comparable project(s).
  - c. Demonstrated ability to successfully complete similar projects on time and within budget.
  - d. References and recommendations from past clients, public and private.

Article No.: 106

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Reference: ORS 279.A.060, ORS 279A.065

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- e. Consultant's performance history in (i) meeting deadlines; (ii) submitting accurate estimates; (iii) producing quality work; and (iv) meeting financial obligations.
  - f. Status and quality of any required licensing or certification.
  - g. Consultant's knowledge and understanding of the project as shown in the consultant's approach to the project's staffing and scheduling needs.
  - h. Fees required, whether estimated or firm.
  - i. Results from oral interviews, if conducted.
  - j. Design philosophy and project approach.
  - k. Any other criteria that are deemed to be relevant to the project, including where the nature and budget of the proposed project so warrant, a design competition between competing professional consultants.
  - l. Each of the evaluation criteria shall be of equal weight unless the RFP provides otherwise and states the weights or points applicable to each criterion.
5. The College may at any time during the solicitation process or during contract negotiation reject all proposals and cancel the solicitation without liability. The College shall not be responsible for any consultant costs and expenses incurred in submitting responses to the solicitation. All prospective consultants who respond to an RFP do so solely at the consultant's cost and expense.
6. An awarded project may become inactive, lapse, or change as a result of project phasing, insufficient appropriations, or other reasons. If the project is reactivated, the College may retain the same qualified consultant to complete the project. The College President or designee shall make a written finding that the College's interests are best served by retaining the same consultant.

#### 106.2.3 - Informal Selection Process

- A. A personal service contract may be awarded using an informal selection process under any of the following circumstances:



Article No.: 106

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Reference: ORS 279.A.060, ORS 279A.065

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1. When the estimated fee to the consultant does not exceed fifty thousand dollars (\$50,000);
  2. When the project consists of work which has been substantially described, planned, or otherwise previously studied or rendered in an earlier College contract;
  3. When the contract is with bond underwriters;
  4. When the contract is with financial advisors providing expert opinions for the purpose of negotiated bond sales;
  5. When the contract is for legal services.
- B. In the informal selection process, the College shall contact one or more prospective contractors with whom the College has had previous successful experience and request a brief proposal which should address the work to be performed, the prospective contractor's experience with the type of work to be performed, and the prospective contractor's compensation requirements to perform the work. The College shall evaluate the proposal(s) received, using criteria that are deemed appropriate, and do one (1) of the following:
1. Make an award based on the proposals received.
  2. Reject the proposals received and solicit proposals from other prospective contractors using the informal selection process.
  3. Reject the proposals received and solicit proposals using the formal selection process.
  4. Cancel the solicitation and make no award.

#### 106.2.4 - Direct Appointment Procedure

The College may recommend direct consultant appointments when conditions require prompt action for the best interest of the College. The recommended appointment and a written description of the conditions requiring the appointment shall be submitted by the College President to the Board. The Board shall determine whether a direct appointment is appropriate, and if so, approve the appointment.

#### 106.2.5 - Protest Procedure

Article No.: 106

Approved: April 7, 2008

Reference: ORS 279.A.060, ORS 279A.065

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- A. Solicitation Protest. Unless a different deadline is specified in the solicitation document, prospective consultants may submit a written protest or request for change of particular solicitation provisions, specifications, or contract terms and conditions to the College no later than five calendar days prior to the close of the solicitation. Such protest or request for change shall include the reasons for the protest or request and any proposed changes to the solicitation provisions, specifications, or contract terms and conditions. No protest against selection of a consultant or award of a consultant contract, because of the contract terms and conditions, shall be considered after the deadline established for submitting such protest.
- B. Selection Protest. Unless a different deadline is specified in the solicitation document, a prospective consultant who has submitted a proposal and claims to have been aggrieved by the College's selection of a competing consultant, shall have fourteen calendar days after the College's notice of selection of the competing consultant to submit a written protest of the selection to the College. To be aggrieved for purposes of having a right to submit a protest, a proposer must claim that the proposer was the highest-ranked qualified consultant eligible for selection, i.e., the protester must claim that all higher-ranked consultants were ineligible for selection because their proposals were nonresponsive or the consultants non-responsible. The College shall not consider a selection protest submitted after the time period established in this section nor any selection protest submitted after the deadline provided in the College's solicitation.
- C. The College President has authority to settle or resolve a written protest submitted in accordance with this section. The College President shall promptly issue a written decision on the protest. The action of the College President shall be the final action on the matter.

#### 106.2.6 - Delegation of Authority--Applicability--Statutory Authority.

- A. The College President may delegate authority granted in this chapter to appropriate College employees. Such delegation must be in writing.
- B. Policy 106.1 applies to any public contract solicited or advertised after the date of adoption by the Tillamook Bay Community College Board of Education.
- C. The College Board finds that those portions of Policy 106.1 which exempt classes of contracts from the requirement of public bidding are justifiable under ORS 279. The exemption from public bidding for these types of contracts will not encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts and the award of these kinds of contracts without bidding will result in substantial cost savings to the College.

Article No.: 107

Approved: April 7, 2008

Reference: Article 100; **also ORS 192**

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#### 107.1 - INTRODUCTION

Tillamook Bay Community College is a public institution whose purpose is to provide education for the public. The Board encourages and welcomes public participation and awareness of the operation of the College. College activities and public records are open to inspection except in those limited instances where inspection is confidential or exempt from disclosure under law.

#### 107.2 - ACCESS TO PUBLIC RECORDS

Public records shall be made available for public inspection and copying pursuant to **Tillamook Bay Community College Administrative Rules** ~~this Article~~, except as otherwise provided by law.

#### 107.3 - PUBLIC RECORDS OFFICERS

- A. A Public Records Officer shall serve as the point of contact for members of the public who request disclosure of public records. Each Public Records Officer shall be responsible for implementation of and compliance with this Article and the Public Records Law.
- B. The Dean of Administrative Services is the Public Records Officer for the College.
- C. Unless otherwise designated by the Board of Education, the Clerk of the Board is the Public Records Officer for the Board of Education.
- D. An Alternate Public Records Officer shall be designated by each appointing authority.

#### 107.4 - EXEMPT RECORDS

The College shall publish a list of records (Board Article 100.2.4918), other than those specifically set forth in the Public Records Law (ORS 192), that the College believes exempt or otherwise prohibit disclosure of public records or information contained in public records. This list will be maintained by the College's Public Records Officer. Public records and information exempt from disclosure under the Public Records Law or any other law are exempt from disclosure under this Article whether or not such exemption is on any list of exemptions published and maintained by the College.

#### 107.5 - PUBLIC RECORDS REQUESTS

- A. Public records may be inspected and/or copies may be obtained under the following procedures:

Article No.: 107

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Reference: Article 100; **also ORS 192**

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1. A request for College's public records shall be directed to the Public Records Officer and requests for Board documents may be made to the Public Records Officer for the Board of Education.
2. A request for public records shall be made in writing and include the following information:
  - a. The requester's name, mailing address, and telephone number;
  - b. The date of the request;
  - c. A clear indication that the document is a "Public Records Request;"
  - d. Whether the request is to inspect the public records or for copies of public records or summarized information.

#### 107.6 - INSPECTION OF PUBLIC RECORDS

Public records shall be inspected at the offices of the Public Records Officer. Public records shall be available for inspection from 8:30 a.m. to 11:30 and from 1:00 p.m. to 4:30 p.m., Monday through Friday, excluding legal holidays: provided, that there is no obligation to allow inspection immediately upon a demand. The Public Records Officer may request that the person seeking to inspect public records schedule an appointment for inspection.

#### 107.7 - RESPONSE TO PUBLIC RECORDS REQUESTS

- A. There is no obligation to allow inspection or provide a copy of a public record on demand.
- B. Within a reasonable time after receiving a public record request, the Public Records Officer shall respond to the requestor. The Public Officer shall make one or more of the following responses:
  1. The request for inspection of public records is approved and whether an appointment for inspection needs to be scheduled by the requester.
  2. The request for copies of public records is approved and the copies of all requested records are enclosed with the response.
  3. The request has been received by the Public Records Officer that additional time is needed to respond to the request, and stating a reasonable estimate of the time required to respond.
  4. The request has been received by the Public Records Officer and the records shall be provided on a partial or installment basis as the records are identified, located, assembled and/or made ready for inspection or copying.
  5. The request has been received by the Public Records Officer and the request is granted, pending the requestor's payment in advance of an estimate of the fee determined under Section 107.7.

Article No.: 107

Approved: April 7, 2008

Reference: Article 100; **also ORS 192**

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6. The request is denied, in whole or in part, whether by withholding a requested record or redacting a requested record, stating the specific exemption(s) prohibiting disclosure and a brief explanation of how the exemption applies to each withheld and redacted record.

C. The Public Records Officer shall notify the requester if, after responding to a request for public records and approving the request, the Public Records Officer identifies requested public records or information that is exempt from disclosure.

D. Additional time to respond to a request may be based upon the College's need to:

1. Clarify the intent of the request;
2. Identify, locate, assemble, summarize and/or make the records ready for inspection or disclosure;
3. Notify third persons or agencies affected by the request;
4. Determine whether any of the records or information requested is exempt from disclosure and whether a denial should be made as to all or part of the request.

E. If a requester fails to clarify the request after receiving a response from the Public Records Officers seeking clarification, the Public Records Officer need not respond further to the request.

#### 107.8 - FEES, WAIVERS OR FEE REDUCTIONS FOR RECORDS COPYING, PUBLICATIONS AND RELATED SERVICES

A. A fee schedule will be prepared, reviewed, updated and approved by the Board of Education on an annual basis.

B. When possible, a written agreement with the requester shall be required prior to any work on, and/or delivery of, a custom product. The written agreement shall, at a minimum, include:

1. A description of the custom information to be produced;
2. All fees reasonably expected to be incurred.

C. Fees may be waived or substantially reduced if the College President determines that the waiver or reduction is in the public interest because making the record available primarily benefits the general public

A requester may appeal for a waiver or reduction of fees required for production of information to the appropriate Public Records Officer (see paragraph 107.3). The appeal shall be made in writing after the requester's receipt of a statement of the fees required. The appeal must state with specificity the relief sought and the reasons

Article No.: 107

Approved: April 7, 2008

Reference: Article 100; **also ORS 192**

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supporting the relief. The College President shall consider the appeal and shall issue a decision in writing.

#### 107.9 - PROTECTION OF PUBLIC RECORDS

Each Public Records Officer shall, to the extent practicable, insure that records requested for inspection are not damaged or removed from the College offices. Original public records shall not be released to the public for any purpose.

#### 107.10 - REQUESTED RECORDS - SCHEDULED FOR DESTRUCTION

If a public record request is made at a time when a record exists, but the record is scheduled for destruction in the near future, the Public Records Officer shall direct that the record be retained until the request is resolved.

#### 107.11 - REVIEW OF DENIED REQUEST

Any person who objects to the denial of a request for a public record may petition the Tillamook County District Attorney for prompt review of such decision by delivering a written request to the District Attorney and including all written responses by the Public Records Officer or other College employee denying the request.

#### 107.2 12 - CUSTOM INFORMATION

For purposes of this Article two classifications of custom information are recognized: 1) electronic records, and, 2) custom information.

A. Electronic Records. The College produces and maintains data in electronic records to maximize efficiency in fulfilling its basic public service functions. These electronic records relate to the operation and conduct of College business and typically include financial data, course descriptions, filed documents, etc.

1. Electronic records are public records subject to disclosure under the Public Records Law and this Article, unless exempt from disclosure under state or federal law or the request is for proprietary data which the College has obtained under a licensing agreement that does not permit disclosure to third parties.
2. At the option of the Public Records Officer, electronic records may be printed and provided in paper format. If the electronic record is large and/or not capable of being printed in an understandable format, then the electronic record may be provided in the digital format in which the record is maintained by the College. The College does not have the obligation to convert an

Article No.: 107

Approved: April 7, 2008

Reference: Article 100; **also ORS 192**

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electronic record to a digital format that is different than the format maintained by the College.

3. Fees for providing electronic records in electronic form shall be based on the actual cost of the media used to provide the records. Overhead for information system acquisition and maintenance shall not be included in such fees.
  4. The College does not warrant or in any way guarantee the accuracy or completeness of electronic records.
- B. Custom Information. Custom information does not exist at the time of a request. These products must be created by performing any of the following: acquiring data; compiling, sorting, reviewing and summarizing information; running custom queries, programming software, testing models, reformatting data, or configuring the product in order to respond to a specific request.
1. All requests for custom information will be made to the appropriate Public Records Officer (see paragraph 107.3).
  2. A request may be denied for any of the following reasons:
    - a. The existing workload of the affected staff is such that the requested work cannot be accommodated.
    - b. The request is for information that is exempt or prohibited from disclosure or otherwise confidential under state or federal law.
    - c. The request is for proprietary data which the College has legally obtained under a license agreement that prohibits disclosure, distribution or publication.
    - d. The College does not have the hardware, software or personnel resources to respond to the request.
  3. When possible, all fees expected to be incurred in preparing a response shall be estimated using the fee schedule referenced in Section 107.A above, and communicated in writing prior to providing the custom information or electronic product. When an estimate has been provided to a requestor, payment of estimated fees must be received before any work will be performed. Fees shall consist of the following:
    - a. Actual costs of salary and benefits for the employee or employees required for consulting and/or producing the custom information or electronic product.
    - b. Reasonable overhead charges.
    - c. Delivery charges.

Article No.: 107

Approved: April 7, 2008

Reference: Article 100; **also ORS 192**

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- d. Actual costs for paper, magnetic tapes, computer paper, microfiche, disks, and/or other media used to provide the custom information or electronic product.
  - e. Any consulting fee, subcontractor fee or service cost incurred as a result of obtaining secondary services to respond to the request.
  - f. A reasonable charge to defray operational hardware and software acquisition, maintenance and replacement costs.
  - g. Other reasonable expense incurred in preparing a response.
4. A requester may appeal a denial or the fees required for production of custom information to the appropriate Public Records Officer (see paragraph 107.3). The appeal shall be made in writing after the requester's receipt of a written denial or a statement of the fees required. The appeal must state with specificity the relief sought and the reasons supporting the relief. The College President shall consider the appeal and shall issue a decision in writing.
5. When possible, a written agreement with the requester shall be required prior to any work on and delivery of a custom product. The written agreement shall, at a minimum, include:
  - a. A description of the custom information to be produced;
  - b. All fees reasonably expected to be incurred.
6. The College will comply with the terms of all legally acquired software licenses, copyrighted materials and license agreements.
7. Once a custom product is produced it becomes a public record subject to the Public Records Law. The College reserves the right to purge the product from its public records in accordance with applicable laws.

#### 107.13 - COPIES OF ARTICLE AVAILABLE TO PUBLIC

Copies of this Article shall be available to and provided to the public, without cost, on request. Electronic copies shall be made available to the public on the College's website.



**POSTERS AND NOTICES**

Article No.: 203

Approved: April 7, 2008

Reference:

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**203.1 - PUBLIC POSTERS AND NOTICES**

Public posters, flyers, notices, etc., are permitted on designated public bulletin boards only, subject to College Administrative Rules.

**SMOKING**

Article No.: 204  
Approved: April 7, 2008  
Reference:

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204.1 SMOKING

Smoking is prohibited in all facilities owned or leased by ~~the~~Tillamook Bay Community College.

Article No.: 205

Approved: April 7, 2008

Reference:

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**205.1 – PUBLIC RELATIONS**

Tillamook Bay Community College is a service oriented institution. It is the responsibility of all employees to provide accurate, up-to-date information in a friendly, positive manner. All requests for information should be processed in a timely manner. If the information is not easily available, every effort should be made to identify resources for information. All requests must be answered even if information is not available.

Favorable publicity is desired and necessary. To ensure that all public information is in accord with Board policy and administrative rules, it is essential that all such information intended for release to the public be routed through the College President or designee.

Prospective news releases may originate from any source connected with the College, including administrators, faculty and students. Proposed articles should be submitted to the College President or designee for approval.

Article No.: 206

Approved: April 7, 2008

Reference:

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**206.1 – REPRESENTATION OF THE COLLEGE**

Any time a staff member of the College makes a contact on official College business they should immediately identify themselves, their position with the College, and the purpose of the contact. At no time is a staff member acting as an agent of the College, to make contacts or call anonymously, or to deliberately misrepresent the purpose of the call or contact.

**PUBLICATIONS**

Article No.: 207

Approved: April 7, 2008

Reference:

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207.1 – PUBLICATIONS

The College Catalog, Schedule of Classes, Board Policy Manual, Faculty Handbook, Student Handbook, **student publications**, brochures, and website will be governed by College Administrative Rules.

Article No.: 208  
Approved: April 7, 2008  
Reference:

208.1 - INDIVIDUAL RESEARCH

Comment [Lg1]: Policy 208 needs an overhaul and perhaps most details will belong as Administrative Rules.

Tillamook Bay Community College as a public college working within the framework of Oregon Legislative Directive for Community Colleges, is not designated as a research institution. The Board recognizes the need for professional growth, however, and encourages educational research activities which will benefit the employee and the College. Research projects which relate to the College may qualify for financial support. These projects must be reviewed by the President and approved by the Board.

The administration may permit the use of College equipment and facilities by those faculty or staff members conducting research on other than school time. Such use of equipment and facilities must not interfere with their use for instructional purposes, nor may it constitute other than nominal expense to the College. Advance approval is required for such use of equipment or facilities.

The writing of articles and books is a type of professional activity which the Board wishes to encourage. Financial allowance may be made for such activities when such activity is a consideration of professional growth and of benefit to the College.

Depending upon the circumstances of a given plan to publish, a formal agreement, designating copyright privileges, expense responsibilities, and royalty may be required by the College.

208.2 - INSTITUTIONAL RESEARCH

The Board recognizes the importance of institutional research as a guide to the continuing improvement of programs and services of the College. Personnel and funds will be provided to further this activity.

Comment [SO2]: From Jim: These paragraphs don't seem to flow or tie together

To ensure that outside requests for research will serve these ends, Tillamook Bay Community College will participate only in those studies which have been approved by the College President.

**USE OF COLLEGE PROPERTY**

Article No.: 209

Approved: April 7, 2008

Reference:

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**209.1 – USE OF COLLEGE PROPERTY**

College property may not be removed from the campus for personal use or for use by individuals or organizations outside the College unless permission has first been obtained from, or special arrangements made with, the College President or designee.

Article No.: 210

Approved: April 7, 2008

Reference:

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**210.1 - SCHEDULE OF PRIORITIES GOVERNING USE OF CAMPUS FACILITIES**

Campus facilities are available for community use, subject to limitations imposed by institutional educational requirements and regulations specified in the Administrative Rules. The College reserves the right to deny or withdraw permission to use campus facilities at any time. Groups requesting use of campus facilities must complete a "Facility Reservation Request" as set forth in the Administrative Rules.



Article No.: 211

Approved: April 7, 2008

Reference: Articles 208, 209, 316, and 322

211.1 - INTRODUCTION

The College's computer and information network is a continually growing and changing resource that supports students, faculty, staff and the outside community. These resources are vital for the fulfillment of the academic and business needs of the College community. Their use is provided as a privilege. In order to ensure a reasonable and dependable level of service, it is essential that each individual student, faculty, and staff member, must exercise responsible, ethical behavior when using these resources. Misuse by even a few individuals has the potential to disrupt College business, and, even worse, the legitimate academic and research work of faculty and students.

**Tillamook Bay Community College Administrative Rules** This policy outlines the application of the principles that govern our academic community in the appropriate use of College computer and information network resources. ~~Because it is impossible to anticipate all the ways in which individuals may misuse these resources, this policy focuses on a few general rules and the principles behind them.~~

This policy **and related Administrative Rules apply** applies to the entire user community of the College and to the use of any and all College owned or managed computer-related equipment, computer systems, and interconnecting networks, as well as all information contained therein.

211.2 USE OF RESOURCES

All users are expected to utilize College computing resources in a responsible manner consistent with policies outlined in the Tillamook Bay Community College Policy manual and approved by the Board of Education **and Administrative Rules adopted by College Council.**

~~The unauthorized use of resources is prohibited and, in many cases, may be violations of the law. Unauthorized use includes, but is not limited, to the following types of activities.~~

Comment [SO3]: Move to Administrative Rules

~~A. Harassment or threats to specific individuals, or a class of individuals:~~

- ~~1. Transmitting unsolicited information that contains obscene, indecent, lewd, or lascivious material or other material which explicitly or implicitly refers to sexual conduct.~~
- ~~2. Using e-mail or newsgroups to threaten or stalk someone.~~
- ~~3. Transmitting unsolicited information that contains profane language or panders to bigotry, sexism, or other forms of prohibited discrimination.~~

~~B. Interference or impairment to the activities of others:~~

Article No.: 211

Approved: April 7, 2008

Reference: Articles 208, 209, 316, and 322

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1. Creating, modifying, executing, or retransmitting any computer program or instructions intended to: (a) obscure the true identity of the sender of electronic mail or electronic messages, such as the forgery of electronic mail or the alteration of system or user data used to identify the sender of electronic e-mail; (b) bypass, subvert, or otherwise render ineffective the security or access control measures on any network or computer system without the permission of the owner; or (c) examine or collect data from the network (e.g., a "network sniffer" program).
2. Allowing unauthorized persons or organizations to use user computer accounts or TBCC network resources. Users are responsible for the appropriate use of all College computer access and accounts assigned them and must take all reasonable precautions, including password maintenance and file protection measures, to prevent unauthorized use. Users must not share passwords with anyone else or provide access to network resources to unauthorized persons.
3. Communicating or using any password, personal identification number, credit card number, or other personal or financial information without the permission of its owner.

C. Unauthorized access and use of the resources of others:

1. Use of College computer resources to gain unauthorized access to resources of this or other institutions, organizations, or individuals.
2. Use of false or misleading information for the purpose of obtaining access to unauthorized resources.
3. Accessing, altering, copying, moving, or removing information, proprietary software or other files (including programs, libraries, data, and electronic mail) from any network system or files of other users without prior authorization (e.g., use of a "network sniffer" program).
4. Making unauthorized copies of copyrighted materials. Users should assume all software, graphic images, music, and the like are copyrighted. Copying or downloading copyrighted materials without the authorization of the copyright owner is against the law, and may result in civil and criminal penalties, including fines and imprisonment.

D. Damage or impairment of College resources:

1. Use of any resource irresponsibly or in a manner that adversely affects the work of others. This includes intentionally, recklessly, or negligently (a) damaging any system (e.g., by the introduction of any so-called "virus," "worm," or "Trojan horse" program), (b) damaging or violating the privacy of information belonging to others, or (c) misusing or allowing misuse of system resources.

Article No.: 211

Approved: April 7, 2008

Reference: Articles 208, 209, 316, and 322

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- ~~2. Use of College resources for non-College related activities that unduly increase network load (e.g., non-business or education related email, chain mail, network games, and spamming).~~

~~E. Unauthorized commercial activities:~~

- ~~1. Using College resources for one's own commercial gain, or for other commercial purposes not officially approved by the College, including web ads.~~
- ~~2. Using College resources to operate or support a non-College related business.~~
- ~~3. Use of College resources in a manner inconsistent with the College's contractual obligations to suppliers of those resources or with any published College policy.~~

~~F. Violation of city, state, or federal laws:~~

- ~~1. Pirating software, music, and images.~~
- ~~2. Effecting or receiving unauthorized electronic transfer of funds.~~
- ~~3. Disseminating child pornography or other obscene material.~~
- ~~4. Violating any laws or participating in the commission or furtherance of any crime or other unlawful or improper purpose.~~

### ~~211.3 WHEN INAPPROPRIATE USE OF COMPUTER RESOURCES OCCURS~~

~~The use of College resources is a privilege. The resources have always been, and will remain, the property of the College.~~

~~It is each user's responsibility to promptly report any violation of this policy to the Dean of Administrative Services.~~

~~Reports of unauthorized use or misuse of computer resources will be investigated pursuant to standard College procedures. All illegal activities will be reported to local, state, or federal authorities, as appropriate, for investigation and prosecution.~~

~~While the College desires to maintain user privacy and avoid the unnecessary interruption of user activities, the College, at the direction of the College President, reserves the right to investigate any suspected unauthorized or improper use of College resources (as described above). As directed by the College President, investigations may be initiated which could include the inspection of data stored or transmitted on the network. In the event that use is determined to be contrary to College policy or applicable law, appropriate measures will be~~

Article No.: 211

Approved: April 7, 2008

Reference: Articles 208, 209, 316, and 322

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~~taken. These measures may include, but are not limited to, permanent or temporary suspension of user privileges, deletion of files, disconnection from the Tillamook Bay Community College network, referral to student or employee disciplinary processes, and cooperating with the appropriate law enforcement officials and government agencies.~~

#### ~~211.4 - INFORMATION ON APPLICABLE LAWS AND STATUTES~~

~~All users of the College computer and information resources are expected to be familiar with and to abide by College policies, as well as local, state, and federal laws relating to electronic media, copyrights, privacy, and security. As a condition of being granted internet and network access, employees of the College complete and sign a user agreement affirming an understanding and intention to abide by these acceptable use guidelines. A summary of these guidelines are also posted at various locations across campus where they are freely accessible by students and other non-employee users.~~

#### ~~211.5 - QUESTIONS RELATING TO THIS POLICY~~

~~The examples of unauthorized use set forth above are not meant to be exhaustive. Whenever in doubt regarding an issue of questionable use, it is in the user's best interest to resolve the issue before pursuing any questionable use of College computing resources. Questions of appropriate use should be addressed to the Dean of Administrative Services.~~

Article No.: 224

Approved: April 7, 2008

Reference:

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**224.1 – ADVISORY COMMITTEES**

The Board of Education may establish citizen advisory committees to assist it and the College President in exploring the needs of the College.

Since the Board of Education has the legal duty to make final decisions, all committees appointed by the Board serve in an advisory capacity.

The College President or personnel designated by the College President shall be authorized to establish such internal committees, councils, and advisory groups deemed necessary for the organization and administration of the College.

The College President or personnel designated by the College President shall also be authorized to establish Career and Technical Education Program Advisory Committees made up primarily of private-sector members to support and strengthen programs and promote greater cooperation between Career and Technical Education at Tillamook Bay Community College and business/industry. Advisory Committees will have three major roles: 1) to advise, 2) to assist, 3) to support and advocate for career and technical education at Tillamook Bay Community College.

Article No.: 225  
Approved: April 7, 2008  
Reference: **ORS 341.485**

225.1 - GENERAL TUTION WAIVERS/SCHOLARSHIPS

Tuition waivers and discounts are allowed in the following circumstances for courses offered by Tillamook Bay Community College (excluding partner agency courses) **as prescribed in College Administrative Rules.**

~~225.2 - GED GRADUATES~~

~~To encourage GED graduates to continue their education, those students who pass the GED exam will receive a tuition waiver for a single credit course or a single continuing education course (maximum value equivalent to four credits tuition).~~

~~225.3 - VOLUNTEERS AND UNPAID TUTORS~~

~~Volunteers and unpaid tutors will be eligible for a tuition waiver for a single credit course or a single continuing education course (maximum value equivalent to four credits tuition) for each 36 hours of volunteer service.~~

~~225.4 - RECRUITING~~

~~Tuition waivers granted at the President's discretion to support an organized student recruitment marketing campaign.~~

Comment [Lg4]: Move to Administrative Rules.

225.5 2 - SCHOLARSHIPS

Throughout each academic year, scholarship opportunities are made available to prospective and continuing Tillamook Bay Community College students. These scholarships can have different funding sources, different award criteria (e.g., local high school graduate, academic achievement, financial need, etc.), and often have different application requirements (e.g., completed FAFSA, student essays, etc.) and filing deadlines. **Specific guidelines for advertising and award of institutional scholarships are part of College Administrative Rules.**

~~A. On a regular basis and as approved by the College President, Tillamook Bay Community College will advertise the available scholarships, their award criteria, application requirements, and filing deadlines.~~

~~B. Following the filing deadline, the Tillamook Bay Community College Scholarship Committee will meet to review the applications, verify that the applicants meet the published requirements, and identify award finalists based on the award criteria and availability of scholarship funds.~~

Comment [Lg5]: Move to Admin. Rules

225.6 3 - STUDENT GOVERNMENT AND HONOR SOCIETY OFFICERS

Article No.: 225  
Approved: April 7, 2008  
Reference: **ORS 341.485**

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A tuition/fees/books waiver for a credit or continuing education course may be granted on a per term basis to officers of the following College student organizations:

- A. Associated Students of Tillamook Bay Community College – President, Vice President, Finance Manager, Public Relations Director, and Office Manager
- B. Phi Theta Kappa International Honor Society – President , Vice President, Secretary, Public Relations Director, and Treasurer

~~To qualify for a tuition/fees/books waiver, student officers need to be actively participating in the administration, planning, and leadership of their respective organization. Each term, the staff advisor to each organization will identify qualified students and the Dean of Instruction and Student Services will approve the award. The total value of each officer's waiver each term shall not exceed the equivalent cost of four credits of tuition and the waiver shall be valid only for (1) tuition, (2) fees, or (3) books in priority order for TBCC courses purchased through the College Cashier.~~

**Comment [Lg6]:** Move these details to Admin. Rules

#### 225.7 - Golden Age Tuition Waiver

A 50% tuition waiver for credit or continuing education courses may be granted to individuals who are 62 years of age or over when classes begin. This tuition waiver does not apply to course or lab fees and textbook costs. The waiver is on a first-come, first-serve and space-available basis.

# Tillamook Bay Community College

2008-2009

## Board of Director's Self Evaluation Survey

	<b>Considerations</b>	<b>5 Definitely Agree</b>	<b>4 Agree</b>	<b>3 Somewha t Agree</b>	<b>2 Do Not Agree</b>	<b>1 Strongly Disagree</b>
1	I understand my role and responsibilities as a board member.					
2	I understand the Mission and Outcomes of TBCC.					
3	I feel involved and interested in the board's work and progress.					
4	Communication from the college is timely and of interest.					
5	The board sets policy and goals for the college and oversees the implementation and accomplishment of both.					
6	I am actively involved in policy writing and evaluating implementation.					
7	Board meetings focus on policy and implementation.					
8	The board monitors progress toward the stated goals and outcomes.					
9	Board meetings are of appropriate length and frequency.					
10	The board effectively represents TBCC to the community.					

What is the greatest opportunity for the College and the Board?

What is the greatest challenge for the College and the Board?

**Tillamook Bay Community College**

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Please list areas where you feel the College and/or the Board is strongest:

Please list areas where you feel the College and/or the Board could be stronger:

What other activities might board members be more involved in to assist the College?

Other comments:



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# Facilities

**RECOMMENDATION**

There are no facilities items to discuss this month.

**BACKGROUND INFORMATION** ----- Dean Ellison

## Capital Construction Projects

### RECOMMENDATION

Information only – no action requested.

BACKGROUND INFORMATION ----- President Carnahan

### Project updates:

- Main Campus construction update

## Personnel

### RECOMMENDATION

Information only – no action requested.

### BACKGROUND INFORMATION ----- President Carnahan

As noted at the January Board Meeting, it is time to review the President's contract and performance appraisal in preparation for action to be taken in March.

## Announcements and General Information

### **RECOMMENDATION**

Information only – no action requested.

### **BACKGROUND INFORMATION** ----- President Carnahan

- Marketing and Branding Report