

# 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, May 4, 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, April 29, 2009

TIME NOTICE PUBLISHED: 9:00 a.m.

ATTEST:

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Jon Carnahan – President

TILLAMOOK BAY COMMUNITY COLLEGE

Notice Distribution

1. TBCC BOARD OF EDUCATION MEMBERS
2. HEADLIGHT-HERALD NEWSPAPER
3. NORTH COAST CITIZEN NEWSPAPER
4. PACIFIC SUN NEWSPAPER
5. KTEL/KMBD RADIO
6. COAST 105 RADIO
7. TBCC WEB SITE
8. TBCC ADMINISTRATORS AND STAFF
9. TBCC FACULTY SENATE PRESIDENT
10. PORTLAND COMMUNITY COLLEGE PRESIDENT & LIAISON
11. ESD ADMINISTRATOR
12. OCCA EXECUTIVE DIRECTOR
13. PUBLIC BUDGET COMMITTEE

**Tillamook Bay Community College**

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# Board of Education Meeting Agenda

**Date:**  
Monday, May 4, 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> ----- (Action)	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>Approval of the April 6, 2009 Meeting Minutes</b> ----- (Action)	Chair Wakefield
5.	<b>Reports:</b>	
A.	Oregon Community College Association -----	President Carnahan Director Swain
B.	Financial Report-----	Comptroller Williams
<b>Adjourn to Contract Review Board Meeting</b>		
6.	<b>New Business:</b>	
A.	Preliminary 2009 – 2010 Budget Information-----	Dean Ellison
B.	Intergovernmental Agreement with EDC ----- (Action)	President Carnahan
7.	<b>Old Business:</b>	
A.	Preliminary 2009-2010 Tuition and Fees -----	Dean Ellison
B.	Budget Committee Membership ----- (Action)	Dean Ellison
C.	2009-2010 Academic Calendar----- (Action)	Dean Gates
D.	Unemployment Tuition Waiver -----	President Carnahan
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 ----- (Action)	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> ----- (Action)	Chair Wakefield



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# Board of Education Meeting Minutes

April 6, 2009

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

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

**Directors Absent:** Steve Shaw

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

**Guests Present:** Michele Burton and Sheryl Neu, TBCC Employees

**Call to Order:**

Chair Wakefield called the meeting to order at 6:30 p.m. and acknowledged guests.

**Approval of Agenda:**

President Carnahan asked that the agenda be revised to include Unemployment Tuition Waivers as item number 6.E, under New Business. On approval of a motion by Director Wharton and seconded by Director Swain, it was resolved to approve the agenda as revised.

**Invitation of Public Comment:**

There was no public comment.

**Approval of Minutes:**

On approval of a motion by Director McGinnis and seconded by Director Weitman, it was resolved that the March 2<sup>nd</sup>, Work Session, Contract Review Board, Regular Meeting and Executive Session Minutes be approved as presented.

**Reports**

Oregon Community College Association: (Item 5.A)

Director Swain and President Carnahan shared that they had both attended the February OCCA Board meeting and that the emphasis had been on the State budget. President Carnahan handed out a press release from the State regarding the potential list of budget cuts possibly as severe as 30 percent. He was relatively confident that education would not be cut to that extreme, however, it is prudent to stay aware of the situation.

Financial Report: (Item 5.B)

Comptroller Williams presented the financial reports as included in the Board packet. There was a brief discussion regarding Timber tax money.

**Old Business**

There was no old business to report.

**New Business**

Preliminary 2009-2010 Tuition and Fees: (Item 6.A)

Dean Ellison reported that due to statewide economic and budget conditions tuition rates for Oregon Community Colleges will be showing significant increases, some as high as \$10 per credit. Per Board approved budget guidelines and to indicate TBCC's local commitment to funding the College, a tuition increase of \$4 per credit, to the rate of \$70.00, is proposed for implementation in Fall Term 2009.



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President Carnahan added that should the State budget be cut more, it would be recommended to raise tuition accordingly. Although no changes to the College's Fee Schedule are proposed at this time, they are being evaluated and reviewed.

Budget Committee Membership: (Item 6.B)

Dean Ellison reported that there are currently two public budget committee members who have expired terms: J. Robert McPheeters and Vicki Goodman. There is one vacant position, that being zone 1 vacated by Anne Price.

The two incumbents will be contacted and asked to continue their service. Dean Ellison asked the Board what they would like him to do to fill the vacancy. It was agreed that an active campaign should be made to fill the vacancy and that anyone having recommendations should contact Dean Ellison.

2009-2010 Academic Calendar: (Item 6.C)

Dean Gates presented the preliminary 2009-2010 Academic Calendar. The Board will be asked to approve the Academic Calendar at the May meeting. There was one correction that being the Christmas Holidays should be December 24, 25 and 31, rather than the 27<sup>th</sup>. She stressed that this was an academic calendar for instructional use and thus did not reflect employee furlough days. A press release will be used to announce college closures and hour changes as a result of furloughs.

North County Citizen's Advisory Committee Membership: (Item 6.D)

President Carnahan shared that he'd attended the North County Citizen's Advisory Committee meeting and a topic discussed was membership and terms of appointees. Finding no record of Board established guidelines, he made the recommendation that the Board set a term limit of two years with no limit on terms served. Currently the committee consists of five members, Sue Luce, Jean Peterson, Ginger Rickard, Di Stuppy, and Ward Weissenfluh. Under the new guidelines presented, it was recommended that Di Stuppy, Jean Peterson, and Ward Weissenfluh have terms to expire June 30, 2011 and Sue Luce and Ginger Rickard have terms that expire June 30, 2010. There was a brief discussion. On approval of a motion by Director McGinnis and seconded by Director Swain, it was resolved to set the limits as stated. Also discussed was the possible future need for a South County Committee.

**NEW ITEM:**

Unemployment Tuition Waivers: (Item 6.E)

President Carnahan presented a concept for a waiver to assist recently unemployed Tillamook County residents. The general requirements would simply be to be a recently unemployed Tillamook County resident. Details and implementation date are still being discussed. On approval of a motion by Director McGinnis and seconded by Director Swain, it was resolved to give President Carnahan permission to proceed with the formulation of this waiver with the hopes of activating it by Summer Term or before.

**Standing Business:**

Strategic Planning and Accreditation: (Item 8.A)

Dean Gates made her report as included in the Board packet, noting that work continues on the Strategic Plan and Self Study preparation. Efforts are being made to include all faculty and staff in these endeavors. We will also host a visit from Dr. Ronald Baker from NWCCU on April 29<sup>th</sup>.

Courses and Curricula: (Item 8.B)

Dean Gates made her report as included in the Board packet, stating that the Faculty Curriculum Committee recommends the deletion of the Technical Studies Associate of Applied Science Degree. She explained that this degree has been "on the books" for TBCC since 2003, but has never been activated. On approval of a motion by Director McGinnis and seconded by Director Weitman, it was



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resolved to delete the Technical Studies Associate of Applied Science Degree as proposed.

Grants and Contracts: (Item 8.C)

Dean Ellison reported there were no new grants or contracts to report this month.

Board of Education Policy: (Item 8.D)

President Carnahan shared the comparison of the 2007-08 and 2008-09 Board Self-Evaluations as promised at the March meeting. He stressed that the comparisons revealed a healthy growth especially in the areas of policy that were notably low in 2007-2008.

Policy 207 Publications, a portion of Sections I and II of the Board Policy Manual was presented for second reading and approval. President Carnahan noted that this policy will be used to develop appropriate Administrative Rules to address student concerns regarding student publications.

He also reminded the Board to review section III, Personnel, according to the Policy Review Schedule developed last year. Each Director should have a current copy of the policies, however, if fresh copies are needed, they can be obtained by contacting Sue Owens. He added that last year emphasis was put on technical details of the policies whereas, this year, dividing out Administrative Rules was the goal. He asked that any comments be sent to Sue Owens or Dean Ellison.

Facilities: (Item 8.E)

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

Capital Construction Projects: (Item 8.F)

President Carnahan gave a brief update on the:

- Main Campus construction. The first 9 of 36 walls have been poured with the next ones expected to be poured later this week. He explained the process of pouring and stacking walls and later using a special crane to set them in place. Setting the first walls is anticipated to take place in early May. He added there is currently a search for roofing contractors.
- High School Vocational Building. President Carnahan explained that in order to fulfill requirements for the "Go Oregon" Stimulus funds for this project, only local contractors could be used. This has created some complications as three of the four contractors who expressed an interest withdrew from consideration. The project is slated to begin April 30<sup>th</sup>. He stated the bid opening is scheduled for April 14 and that a special Contract Review Board meeting would be called April 23 to award the bid.

Personnel: (Item 8.G)

President Carnahan shared the communication he had with staff regarding the budget shortfall as included in the Board Packet. He stressed the need to grow enrollment and how every person connected to the College could assist in this effort.

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

President Carnahan reported on the following:

- Foundation Board: President Carnahan shared that we had met the Miller Foundation Match grant of \$50,000, this gives the College over \$100,000 for scholarships. He stated that Director Weitman is the Board liaison to the Foundation Board.
- Marketing and Branding Report. President Carnahan stated that things were moving slow in this area, but progress was being made.



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- Commencement: President Carnahan asked the Board to please mark their calendar to attend commencement June 12.

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

Ms. Neu commented that even in these poor economic times there are opportunities at TBCC and stressed that we needed to find new ways to encourage attendance and focus on the positive aspects. She also stressed the need to reach younger children and create a desire to attend college as she didn't feel students realize the value or cost of education.

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

**Adjournment**

Chair Wakefield adjourned the meeting at 8:25 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

There was no OCCA Board meeting in April. The next meeting is scheduled for May 22, 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.



Agenda Item 5.B. Attachment #1

Tillamook Bay Community College  
 Unaudited Summary Financial Information  
 General Fund  
 Fiscal Year-to-Date Ended March 2009  
 75.00% 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	\$ 888,023.70	86.67%	\$ 1,039,959	\$ 671,548.62	64.57%
Property Taxes	\$ 895,000	\$ 804,144.37	89.85%	\$ 895,619	\$ 838,096.93	93.58%
Timber Taxes	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Local Contract	\$ -	\$ 19,200.00	0.00%	\$ -	\$ 44,351.50	0.00%
Tuition	\$ 547,935	\$ 469,967.48	85.77%	\$ 541,150	\$ 467,359.30	86.36%
Fees	\$ 124,676	\$ 104,796.37	84.05%	\$ 125,000	\$ 106,866.16	85.49%
Sale of Goods	\$ 2,000	\$ 2,855.00	142.75%	\$ 5,000	\$ 2,505.00	50.10%
Interest	\$ 55,000	\$ 50,327.02	91.50%	\$ 50,000	\$ 23,414.48	46.83%
Miscellaneous	\$ 5,000	\$ 3,085.85	61.72%	\$ 7,000	\$ 2,046.11	29.23%
Transfers	\$ 73,231	\$ 55,944.39	76.39%	\$ 288,418	\$ 37,962.62	13.16%
Repayment of Short-Term Loan	\$ 115,475	\$ -	0.00%	\$ 127,175	\$ -	0.00%
<b>Total resources</b>	<b>\$ 3,913,178</b>	<b>\$ 3,610,826.33</b>	<b>92.27%</b>	<b>\$ 3,942,690</b>	<b>\$ 3,497,075.17</b>	<b>88.70%</b>
<b>Expenditures</b>						
Instruction	\$ 972,740	\$ 660,787.34	67.93%	\$ 1,134,700	\$ 641,549.47	56.54%
Instructional Support	\$ 331,892	\$ 194,031.98	58.46%	\$ 323,283	\$ 217,427.06	67.26%
Student Services	\$ 386,276	\$ 267,173.82	69.17%	\$ 444,652	\$ 317,498.37	71.40%
College Support	\$ 1,016,125	\$ 688,125.33	67.72%	\$ 1,044,641	\$ 626,130.56	59.94%
Plant Operation	\$ 191,832	\$ 108,750.11	56.69%	\$ 201,833	\$ 105,587.37	52.31%
Financial Aid	\$ 141,000	\$ 72,068.71	51.11%	\$ 126,160	\$ 73,886.56	58.57%
Transfers	\$ 95,000	\$ 72,330.64	76.14%	\$ 98,300	\$ 71,104.82	72.33%
Contingency	\$ 209,200	\$ -	0.00%	\$ 150,000	\$ -	0.00%
<b>Total expenditures</b>	<b>\$ 3,344,065</b>	<b>\$ 2,063,267.93</b>	<b>61.70%</b>	<b>\$ 3,523,569</b>	<b>\$ 2,053,184.21</b>	<b>58.27%</b>
<b>Ending fund balance</b>	<b>\$ 569,113</b>	<b>\$ 1,547,558.40</b>	<b>271.92%</b>	<b>\$ 419,121</b>	<b>\$ 1,443,890.96</b>	<b>344.50%</b>

Agenda Item 5.B. Attachment #2  
 Tillamook Bay Community College  
 Unaudited Summary Financial Information (Modified Accrual Basis)  
 Fiscal Year-to-Date Ended March 2009

	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	\$ 37,545.26	\$ (15,535.57)	\$ 63,768	\$ 49,829.31
Tutor Grant	211	\$ -	\$ 4,592.19	\$ 8,049.04	\$ (3,456.85)	\$ 14,072	\$ 10,632.85
Sprint Yellow Pages Literacy Grant	215	\$ 2,667.88	\$ -	\$ 145.93	\$ 2,521.95	\$ 2,389	\$ 324.67
United Way Literacy Grant	216	\$ 3,588.95	\$ 750.00	\$ 233.69	\$ 4,105.26	\$ 5,385	\$ 1,486.03
Adult Ed Program Corrections - Sheriff's Office	217	\$ -	\$ 3,626.32	\$ 3,626.32	\$ -	\$ 11,859	\$ 4,824.58
Pathways Grant	225	\$ -	\$ 37,836.67	\$ 37,836.67	\$ -	\$ 54,427	\$ 4,090.86
Industrial Maintenance Tech	226	\$ 38,490.38	\$ 28,710.00	\$ 23,051.37	\$ 44,149.01	\$ 16,897	\$ 20,531.86
SBDC Federal Grant	230	\$ -	\$ 15,125.00	\$ 19,167.15	\$ (4,042.15)	\$ 30,250	\$ 39,921.31
SBDC State Grant	231	\$ -	\$ 10,357.72	\$ 33,604.47	\$ (23,246.75)	\$ 41,333	\$ 23,563.98
SBDC Program Income	232	\$ 19,379.80	\$ 6,611.00	\$ 2,360.41	\$ 23,630.39	\$ 13,374	\$ 3,062.29
SBDC Supplement	233	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,122.66
SBDC - EDC Fund	235	\$ -	\$ 35,272.07	\$ 32,972.48	\$ 2,299.59	\$ 101,530	\$ -
TEC Vocational Education Grant	240	\$ -	\$ -	\$ -	\$ -	\$ 34,293	\$ 13,603.65
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,375.54
Student Assistance	250	\$ 3,215.83	\$ 591.63	\$ 60.00	\$ 3,747.46	\$ 3,100	\$ 60.00
Work Keys Mini Grant	251	\$ 1,819.22	\$ -	\$ -	\$ 1,819.22	\$ 1,500	\$ 266.42
Bay City Rental	260	\$ 9,776.74	\$ -	\$ 1,704.65	\$ 8,072.09	\$ 2,600	\$ 2,266.60
CRC & Skills to Compete Research Grant	297	\$ -	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -
<b>Total Special Fund</b>		\$ 85,361.11	\$ 190,482.29	\$ 225,357.44	\$ 50,485.96	\$ 396,777	\$ 185,962.61
<b>Schedule of Special Fund borrowing from General Fund</b>							
		Ending Working Capital	Less Accounts Receivable	Add Liabilities	Ending Cash Balance 3/31/2009		
Total of Grants that borrow from the General Fund	\$	(43,981.73)	\$ 45,486.30	\$ -	\$ (89,468.03)		
Total of Grants that are not borrowing from the General Fund	\$	94,467.69	\$ -	\$ -	\$ 94,467.69		
<b>Total Special Fund</b>	\$	50,485.96	\$ 45,486.30	\$ -	\$ 4,999.66		
	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)	\$ 13,282.00	\$ 5,248.33	\$ (4,281.53)	\$ 13,070	\$ 13,016.17
Bookstore	320	\$ 56,237.25	\$ 124,801.21	\$ 144,130.86	\$ 36,907.60	\$ 174,223	\$ 118,493.24
Customized Training Projects	330	\$ 7,003.33	\$ -	\$ -	\$ 7,003.33	\$ 12,400	\$ -
<b>Total Enterprise Fund</b>		\$ 50,925.38	\$ 138,083.21	\$ 149,379.19	\$ 39,629.40	\$ 199,693	\$ 131,509.41
PERS Pension Bond Fund	410	\$ 15,861.51	\$ 66,015.64	\$ 41,431.25	\$ 40,445.90	\$ 86,263	\$ 41,431.25
General Obligation Bond Fund	420	\$ 68,217.41	\$ 479,727.24	\$ 198,918.75	\$ 349,025.90	\$ 577,838	\$ 90,630.57
<b>Total Debt Service Fund</b>		\$ 84,078.92	\$ 545,742.88	\$ 240,350.00	\$ 389,471.80	\$ 664,101	\$ 132,061.82
Building Reserve Fund	510	\$ 995,532.75	\$ 243,594.04	\$ 31,230.17	\$ 1,207,896.62	\$ 1,359,825	\$ 46,629.85
Campus Construction Fund - GO Bonds	520	\$ 9,031,131.55	\$ 155,160.13	\$ 3,426,403.84	\$ 5,759,887.84	\$ 9,100,000	\$ 303,539.80
<b>Total Capital Projects Fund</b>		\$10,026,664.30	\$ 398,754.17	\$ 3,457,634.01	\$ 6,967,784.46	\$ 10,459,825	\$ 350,169.65
Associated Students of TBCC	710	\$ 3,802.87	\$ 5,927.16	\$ 5,277.09	\$ 4,452.94	\$ 10,000	\$ 1,775.96
Phi Theta Kappa Honorary Society Fund	720	\$ 1,641.79	\$ 1,438.66	\$ 1,578.15	\$ 1,502.30	\$ 9,050	\$ 2,992.60
<b>Total Agency Fund</b>		\$ 5,444.66	\$ 7,365.82	\$ 6,855.24	\$ 5,955.24	\$ 19,050	\$ 4,768.56

Agenda Item 5.B - Attachment #3  
 Tillamook Bay Community College  
 Summary Financial Information - Cash Status  
 Preliminary for Fiscal Year-to-Date Ended March 2009  
 75% 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	\$ 671,549	64.57%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Grants and Contracts	\$ -	\$ 44,352	0.00%	\$ 351,532	\$ 182,530	51.92%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Tuition and Fees	\$ 666,150	\$ 574,225	86.20%	\$ 8,000	\$ 5,771	72.14%	\$ 18,560	\$ 13,282	71.56%	\$ -	\$ -	0.00%
Local Taxes	\$ 895,619	\$ 838,097	93.58%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Timber	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Sale of Goods	\$ 5,000	\$ 2,505	50.10%	\$ 2,500	\$ 2,182	87.28%	\$ -	\$ -	0.00%	\$ 150,000	\$ 124,446	82.96%
Interest	\$ 50,000	\$ 23,414	46.83%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Rental (Note 2)	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Miscellaneous	\$ 7,000	\$ 2,046	29.23%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 750	\$ 355	47.33%
Repayment of Short-Term Loans	\$ 127,175	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Transfers	\$ 288,418	\$ 37,963	13.16%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
<b>Total Revenues</b>	<b>\$ 3,079,321</b>	<b>\$ 2,194,151</b>	<b>71.25%</b>	<b>\$ 362,032</b>	<b>\$ 190,483</b>	<b>52.61%</b>	<b>\$ 18,560</b>	<b>\$ 13,282</b>	<b>71.56%</b>	<b>\$ 150,750</b>	<b>\$ 124,801</b>	<b>82.79%</b>
<b>Expenditures</b>												
Salaries and Wages	\$ 2,310,538	\$ 1,481,991	64.14%	\$ 321,049	\$ 165,991	51.70%	\$ 9,000	\$ 3,626	40.29%	\$ 24,453	\$ 18,297	74.83%
Operating Expenditures	\$ 939,731	\$ 490,812	52.23%	\$ 54,315	\$ 54,640	100.60%	\$ 3,110	\$ 1,580	50.80%	\$ 113,550	\$ 95,822	84.39%
Capital Outlay	\$ 25,000	\$ 9,276	37.10%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 30,000	\$ 29,210	97.37%
Debt Service	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Transfers	\$ 98,300	\$ 71,105	72.33%	\$ 21,413	\$ 4,726	22.07%	\$ 960	\$ 43	4.48%	\$ 1,220	\$ 802	65.74%
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>\$ 2,053,184</b>	<b>58.27%</b>	<b>\$ 513,952</b>	<b>\$ 225,357</b>	<b>43.85%</b>	<b>\$ 23,070</b>	<b>\$ 5,249</b>	<b>22.75%</b>	<b>\$ 174,223</b>	<b>\$ 144,131</b>	<b>82.73%</b>
Ending Fund Balance	\$ 419,121	\$ 1,443,891		\$ 31,407	\$ 50,487		\$ 5,490	\$ (4,282)		\$ 37,527	\$ 36,907	
<b>Adjustments to bring Ending Fund Balance to Ending Cash Balance</b>												
<b>Assets</b>												
Receivables		\$ 157,929			\$ 45,486			\$ -			\$ 1,820	
Inventories		\$ 2,426			\$ -			\$ -			\$ 22,405	
<b>NET EFFECT ON CASH</b>		<b>\$ (160,355)</b>			<b>\$ (45,486)</b>			<b>\$ -</b>			<b>\$ (24,225)</b>	
<b>Liabilities</b>												
Accounts Payable		\$ 563,947			\$ -			\$ -			\$ -	
Unearned Revenue (Note 4)		\$ 49,887			\$ -			\$ -			\$ -	
Payroll		\$ 60,017			\$ -			\$ -			\$ 1,241	
<b>NET EFFECT ON CASH</b>		<b>\$ 673,851</b>			<b>\$ -</b>			<b>\$ -</b>			<b>\$ 1,241</b>	
<b>NET ADJUSTMENTS</b>		<b>\$ 513,496</b>			<b>\$ (45,486)</b>			<b>\$ -</b>			<b>\$ (22,984)</b>	
<b>ENDING CASH BALANCE</b>		<b>\$ 1,957,387</b>			<b>\$ 5,001</b>			<b>\$ (4,282)</b>			<b>\$ 13,923</b>	

Agenda Item 5.B - Attachment #3  
 Tillamook Bay Community College  
 Summary Financial Information - Cash Status  
 Preliminary for Fiscal Year-to-Date Ended March 2009  
 75% 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	\$ 475,597	94.96%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Timber	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 464,825	\$ 225,980	48.62%	\$ -	\$ -	0.00%
Sale of Goods	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Interest	\$ -	\$ -	0.00%	\$ 14,000	\$ 4,396	31.40%	\$ 330,000	\$ 172,774	52.36%	\$ -	\$ -	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	\$ 2,011	19.06%
Repayment of Short-Term Loans	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Transfers	\$ -	\$ -	0.00%	\$ 90,000	\$ 65,750	73.06%	\$ -	\$ -	0.00%	\$ 8,300	\$ 5,355	64.52%
<b>Total Revenues</b>	<b>\$ 11,036</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 604,838</b>	<b>\$ 545,743</b>	<b>0.00%</b>	<b>\$ 1,794,825</b>	<b>\$ 398,754</b>	<b>22.22%</b>	<b>\$ 18,850</b>	<b>\$ 7,366</b>	<b>39.08%</b>
<b>Expenditures</b>												
Salaries and Wages	\$ 10,000	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ 47,852	0.00%	\$ -	\$ -	0.00%
Operating Expenditures	\$ 2,400	\$ -	0.00%	\$ 1,600	\$ 1,600	100.00%	\$ 10,195,000	\$ 3,327,664	32.64%	\$ 19,050	\$ 6,855	35.98%
Capital Outlay	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ 49,725	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	\$ 32,392	12.23%	\$ -	\$ -	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>	<b>\$ 12,400</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 664,101</b>	<b>\$ 240,350</b>	<b>36.19%</b>	<b>\$ 11,459,825</b>	<b>\$ 3,457,633</b>	<b>30.17%</b>	<b>\$ 19,050</b>	<b>\$ 6,855</b>	<b>35.98%</b>
Ending Fund Balance	\$ 5,639	\$ 7,003		\$ 21,737	\$ 389,472		\$ -	\$ 6,967,785		\$ 1,250	\$ 5,956	
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		\$ 389,472	\$ 389,472		\$ 6,967,785	\$ 6,967,785		\$ 5,956	\$ 5,956	

**\$ 9,342,245**

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.

## Preliminary 2009-2010 Budget Information

### RECOMMENDATION

Receive information presented. No formal action on the 2009-2010 Budget is requested at this time.

### BACKGROUND INFORMATION ----- Dean Ellison

In accordance with the 2009-2010 Budget Development Schedule, detailed preliminary budget information will be mailed to the Board and Public Budget Committee Members in preparation for the first Public Budget Committee Meeting scheduled for May 18, 2009. The information provided below is preliminary and is provided as such for informational purposes only.

#### PRELIMINARY BUDGET - REVENUE CATEGORIES

	2007-2008 <u>Actual</u>	2008-2009	2009-2010	<u>Notes</u>
		Adopted	Proposed	
		<u>Budget</u>	<u>Budget</u>	
<b>Resources</b>				
Beginning Fund Balance	\$ 1,212,482	\$ 863,369	\$ 831,123	
State – CC Support Fund	\$ 1,295,674	\$ 1,039,959	\$ 999,942	Note 1
Property Taxes	\$ 865,779	\$ 895,619	\$ 919,106	Note 2
Timber Taxes	\$ 0	\$ 0	\$ 0	Note 3
Tuition	\$ 469,112	\$ 541,150	\$ 564,612	Note 4
Fees	\$ 110,384	\$ 125,000	\$ 129,861	Note 5
Sale of Goods	\$ 4,133	\$ 5,000	\$ 4,500	Note 6
Interest	\$ 62,214	\$ 50,000	\$ 30,000	Note 7
Miscellaneous	\$ 7,925	\$ 7,000	\$ 8,000	Note 8
Transfers	\$ 74,785	\$ 288,418	\$ 323,098	Note 9
Repayment of Short-Term Loans	\$ -	\$ 127,125	\$ 88,125	Note 10
<b>Total Resources</b>	\$ 4,138,451	\$ 3,907,847	\$ 3,898,367	Note 6

*\*For information only – not included in the totals*

### Budget Notes – Resources

- 1. Community College Support Fund** – Amount equals the projected transfer to TBCC based on the Department of Community Colleges and Workforce Development funding formula calculated distribution of an estimated 2009-2010 state appropriation of \$213,379,564.

Per current state statute, five state appropriation payments will be received during 2009-2010 and three payments will be received in the 2010-2011 fiscal year. However to improve clarity and comparability in the budget document and monthly financial reporting, the annual state appropriation will be shown using four payments in each year of the biennium.
- 2. Property Taxes** – Amount equals the projected collections of FY09-10 and prior year's property tax receipts for Tillamook County and includes 3 percent growth per County practice.



**Tillamook Bay Community College**

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3. **Timber Taxes** – All timber revenues are deposited in the Building Reserve Fund with portion being transferred back to the General Fund. Revenue estimates from the State Forestry Department project TBCC's portion of the tax revenue to be approximately \$247,820. In 2009-2010 it is proposed that all of the tax revenue received be transferred to the General Fund.
4. **Tuition** – Tuition revenue is projected to increase as the result of an estimated 5 percent increase in FTE enrollment and a \$4 per credit increase in the tuition rate. The 2009-2010 projected average tuition rate for Oregon community colleges is \$72.24.
5. **Fees** – No significant changes are being proposed for fees rates (see Preliminary Tuition and Fee Schedule for details). However, fee revenue is projected to increase due to expected enrollment increases discussed above.
6. **Sale of Goods and Services** - This revenue is primarily from GED preparation and GED testing services – no change is proposed.
7. **Interest Income** - Interest is from investment in the Local Government Investment Pool and from one interest bearing bank account. A decrease in revenue is projected due to decreased cash reserves and lower interest rates.
8. **Miscellaneous Income** – Primarily revenue from reimbursed expenses and worker's compensation dividends – no change is proposed.
9. **Transfers In** – Of the \$323,098 proposed, \$247,820 represents the partial transfer from Building Reserve of timber tax revenue explained above, and the remainder is budgeted for transfers from the Building Reserve Fund Balance for operations, and the Enterprise and Special Funds for PERS debt service.
10. **Repayment of Short Term Loans** – This amount represents repayment of short term loans from the General Fund to pay grant expenses prior to receiving grant money. This item is required by Oregon Budget Law.

PRELIMINARY BUDGET - EXPENDITURE CATEGORIES

	2007-2008	2008-2009	2009-2010	<u>Notes</u>
		<u>Adopted</u>	<u>Proposed</u>	
	<u>Actual</u>	<u>Budget</u>	<u>Budget</u>	
<b>Expenditures</b>				
<b>Instruction</b>	\$ 979,134	\$ 1,134,700	\$ 909,404	
<b>Instructional Support</b>	\$ 254,429	\$ 323,283	\$ 302,705	
<b>Student Services</b>	\$ 356,146	\$ 444,652	\$ 337,211	
<b>College Support</b>	\$ 917,426	\$ 1,044,641	\$ 1,077,412	
<b>Plant Operation</b>	\$ 149,428	\$ 201,833	\$ 276,972	Note 3
<b>Financial Aid</b>	\$ 83,963	\$ 126,160	\$ 0	Note 4
<b>Transfers</b>	\$ 95,000	\$ 98,300	\$ 344,664	
<b>Contingency</b>	\$ -	\$ 569,121	\$ 650,000	Note 2
<b>Total Expenditures</b>	\$ 2,835,526	\$ 3,942,690	\$ 3,898,367	
<b>Ending Fund Balance</b>	\$ 1,302,925	\$ 0	\$ 0	Note 2

**Tillamook Bay Community College**

## Budget Notes - Expenditures

### 1. General Assumptions –

- a. **Inflation** – Cost increases in purchased services have not been adjusted for inflation in the FY09-10 proposed budget however, specific amounts for materials and services have been adjusted where increases (or decreases) are known.
- b. **Salaries and Benefits** – In the 2009-2010 budget, a scheduled longevity step increase and no cost of living adjustment are implemented for eligible employees. Full payment of employee health insurance is maintained as is a contribution to dependent coverage. Insurance coverage at pro-rated amounts for part-time employees is maintained. The budget retains the PERS 6% employee portion pickup. Non-regular faculty salary schedules are also not increased by an inflation in this budget.
- c. **Positions** – Funding for a half-time Social Sciences Instructor and a half-time Career and Technical Education Director is being proposed for FY09-10. Several staff positions at the College either will have hours reduced or will be defunded in this budget.
- d. **Educational Programs** - Financial aid for credit students continues to be funded at increased levels in an effort to support continued enrollment growth and offset tuition increases. In conjunction with the TBCC Foundation, a “First Class” Scholars Program has been initiated that offers full-tuition scholarships to County high school graduates based on academic achievement beginning this Summer term. A tuition waiver program has also been implemented for County residents that are newly unemployed.

2. **Contingency and Working Capital** – The budget will contain approximately \$500,000 for Operating Contingency and Ending Working Capital which represents approximately 13% of the General Fund Budget. The working capital amount allows TBCC to maintain cash flow without having to borrow. Per current state statute, five state appropriation payments will be received during 2009-2010 and three payments will be received in the 2010-2011 fiscal year. To provide clarity and improve readability, beginning this year, TBCC will present State Community College Support Fund payments in the budget and monthly financial statements using a level four payment/four payment per biennium scheme.
3. **Major Capital Expenditures** – This budget continues to fund ongoing repairs and maintenance of the First Street Campus. No major capital projects are contemplated to be funded from the General Fund in this fiscal year although a Campus Construction Fund has been established to receive, record and disburse bond revenue for construction of new College facilities throughout Tillamook County.
4. **Financial Aid** – Beginning this year, College-funded student financial aid will be budgeted and accounted for as Special Funds. As a side note, the amounts proposed for Institutional Financial Aid have increased from \$126,000 adopted for FY08-09 to \$150,000 proposed for FY09-10.



## Tillamook Bay Community College



Tillamook Bay Community College  
Budget Response to State Financial Shortfall  
2009-2010  
\$440 CCSF Budget

Facing the realities of the economy and the financial shortfall estimated by the State, Tillamook Bay Community College must reduce expenditures and enhance revenue in order to allow for increased enrollment as we move to our new college campus. The following is the list of proposed new revenue and expenditure reductions to balance the College budget.

Revenue Enhancement

- Increase tuition from \$66 to \$70 per credit and increase enrollment by 5% in 2009-2010. Student fees will not increase. \$47,852
- Reduce the portion of student services fees for ASTBCC from .99 to .60 per credit hour. \$3,200
- Transfer into the General Fund the State Forest Revenue for 2009-2010 from the Strategic Growth Fund. Net decrease < \$17,005>
- Transfer into the General Fund a loan from the Capital Depreciation and Major Maintenance fund to be paid back upon the sale of the First Street Campus. \$53,475

Expenditure Reductions

- Furlough all College administration and support staff, employees on a 260 day contract 12 days. \$52,751
- Furlough all College contracted faculty on a 180 day contract 8 days. \$13,470
- Retained annual step increase for eligible employees but eliminated the 3.3 percent Cost of Living Adjustment. \$57,000
- Freeze or reduce materials and services and charge all appropriate eligible capital expenditures to the Bond Fund. \$157,059
- Rent savings of three months from Wilson School lease. \$7,000
- Transfer .25 of President and Dean of Administrative Services salary to Bond Fund as project managers for 2009-2010. \$50,915
- Reduce Professional Development budget. \$4,000
- Reduction in Force (.8 position) (.65 position) (.5 position) (.5 position); a total of 2.5 FTE positions. \$88,154
- Transfer .25 of bookstore position from General Fund to Enterprise Fund. \$12,310
- Reduction of two 1.0 FTE positions to .8 FTE positions. \$19,368

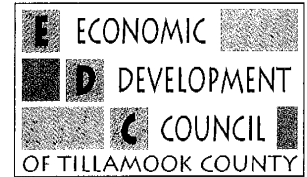
# Intergovernmental Agreement

## **RECOMMENDATION**

Approval of the Intergovernmental Agreement with the Economic Development Council.

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

President Carnahan will share the Intergovernmental Agreement with the Economic Development Council. This document requires the College to sign an amendment to the agreement which relates to governance and greater flexibility in fulfilling the agreements' goals in the future.



April 30, 2009

Parties to the Intergovernmental Agreement  
Economic Development Council of Tillamook County

Dear Parties:

This communication is being sent to you as your Board, Council, or Commission is a signatory to the agreement that established the Economic Development Council (EDC) of Tillamook County in 1996. The EDC has been representing the Tillamook County Municipalities, Unincorporated areas, and Public Boards and Commissions in all matters related to economic development since it was established. During this time, two amendments to the original document have been ratified by the signatories. The EDC Board met in April, 2009, and requests that you review the Amendment #3 which accompanies this letter for ratification by your organization. This amendment facilitates the EDC to provide better service to our constituents.

In this packet, you will find four documents. These documents are:

**Intergovernmental Agreement (Existing):** This document is the current IGA, as amended twice in its life history. It is included as reference and a starting point.

**Amendment #3:** This is the amendment that the EDC Board is asking the Parties to adopt. This document should be acted upon by each Commission, Board, and Council. Please specify who has the authority to sign on behalf of your organization. The EDC staff will circulate a Master signatory page for the actual signatures.

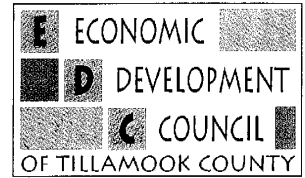
**By-Laws:** This document is for reference. It has been adopted by the EDC Board in anticipation of the ratification of Amendment #3. The Economic Development Council has operated with only an IGA in the past; going forward it will have an IGA and By-Laws to govern the Council. This action will help fulfill an observation from our auditors to have a current By-Laws established.

**Intergovernmental Agreement (New):** A clean copy of the revised Intergovernmental Agreement is enclosed. This document is the result of a ratified IGA, and will be the enabling document for the EDC to exist under ORS 190.010.

As you will see, the Amendment #3 is a substantial change to the governance document of the Economic Development Council. The EDC Board is recommending adoption of this amendment to allow the Board greater flexibility to fulfill the organization's goals in the future. The intent of this amendment is to allow the EDC to be more effective within the current frame

Tillamook Bay  
Economic Development Council





that it works in at this time. As was stated above, this amendment also will give the organization an opportunity to develop by-laws to manage the daily work flow better. County Counsel has reviewed the Amendment #3 and the proposed By-Laws, and has indicated that they are ready for your consideration.

The effect of Amendment #3 will be to empower the EDC Board to govern itself, within limits. The Parties to the Agreement (listed on the signature pages) retain the authority over the Board and Council. The Board would gain the ability to determine the size, and make changes to the makeup of the Board, without having to get ratification from all the Parties with each change. No changes are made to the procedures for Members to nominate names for Board membership. One standing committee is formed, to allow the EDC to be more mobile in decision-making. This will allow the EDC to be more responsive to opportunities to recruit new, and develop local, employers and companies on behalf of the membership of the EDC. The expressed intent of the EDC is to become more active, and to implement a fundamental and positive impact upon the local economy.

The EDC Board initiated a visioning process in November of 2008 to develop a current set of goals, a work plan, and to clarify its mission on behalf of the Parties and private sector members. The governance issue became a part of the work as a result of recognition of the needs of the organization to better represent the economic sectors within our local economy. The visioning process has continued with upcoming consideration of goal formulation, work plan specifics, and marketing outreaches - both internal and external to the County. Additionally, the EDC formed a partnership with the Small Business Development Center at TBCC in 2008, and this has spurred interest in defining the goals of these organizations as a combined service provider.

Your ratification of the Amendment #3 is a positive and empowering statement for the EDC Board to have as a basis for moving forward. The EDC staff will be in touch with your organization to schedule the Executive Director to attend your next meeting to answer questions, as is feasible.

The EDC staff will also be in contact with your organization to solicit names for consideration for Board membership. We anticipate this to happen in the near future. Please be advised that our annual dinner is set for June 25<sup>th</sup>, and we'll have information to you shortly regarding this event.

Respectfully,

  
Marshall Doak  
Executive Director  
Economic Development Council of Tillamook County

Tillamook Bay  
ECONOMIC DEVELOPMENT COUNCIL



**THE INTERGOVERNMENTAL AGREEMENT CREATING THE  
Economic Development Council of Tillamook County**

THIS AGREEMENT is made and entered into by and between Tillamook County, municipalities, public agencies and special districts within Tillamook County, hereinafter referred to as the "Parties".

**RECITALS:**

1. The Parties have a common objective to increase personal income and improve the business climate while maintaining natural resource amenities throughout Tillamook County.
2. The Parties have cooperated with each other, and a number of private businesses, combining resources to provide a county wide economic development program through the Tillamook County Economic Development Committee, an advisory committee to the Board of County Commissioners.
3. The Parties believe that basic support for a county wide economic development program should come from public funds, and that private business contributions should be used for marketing and business recruitment projects. Basic support is defined as professional staff, office space, office operating expenses and staff travel expenses.
4. The Parties desire to create an intergovernmental entity pursuant to ORS 190.010 to replace the existing arrangement and affirm the intent of the parties to work jointly on economic development matters. The intergovernmental entity will be known as *Economic Development Council of Tillamook County*.
5. The Parties acknowledge that they have authority to execute this cooperative agreement pursuant to the powers of their respective organizational charters, or applicable law.

**THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:**

**I. Economic Development Council of Tillamook County**

A. There is hereby created an intergovernmental entity pursuant to ORS 190.010, composed of municipalities and public agencies listed in attached exhibit A to be known as Economic Development Council of Tillamook County. The purpose of Council is to form a partnership in all matters related to economic development in Tillamook County. The Council will provide coordination of efforts including business development, recruitment and expansion activities, and distribution of funds made available to all parties for economic development activities by regional, state or federal agencies and/or programs. Specific consideration by the parties to

this Agreement shall be negotiated among the parties and listed in exhibit A, incorporated herein by reference. Terms of consideration may be reviewed and revised on an annual basis, or as otherwise agreed upon by the Parties to this Agreement. Public agencies and special districts, not party to the original agreement, may become party to the agreement by submitting a written request to the Executive Board. The Executive Board will consider the request and negotiate the terms of Attachment A on behalf of the Council.

B. The structure under which the parties cooperated is hereby abolished. The intergovernmental entity created in Paragraph A above shall succeed to and replace the structure hereby abolished. The new intergovernmental entity shall become the owner of all property and funds of the previous structure; shall succeed to all contracts of the previous structure, and shall succeed to all obligations, indebtedness, and legal rights and responsibilities of the previous structure.

C. Economic Development Council of Tillamook County shall promote and encourage private business participation in the County's Economic Development program. Private businesses will be referred to as partners. Any reference to members in this Agreement shall be taken to mean both Parties to the Agreement and private business partners.

D. Economic Development Council of Tillamook County shall be represented by an elected board of directors, which shall be known as the EDC Executive Board, and which shall act as the administrative and fiscal entity on behalf of the Council.

## II. The EDC Executive Board

A. The Parties hereby create the Executive Board which will be governed as follows:

1. The Executive Board shall be composed of nine members, one County Commissioner appointed by the Tillamook Board of County Commissioners and eight elected by parties to the agreement and private business partners, as provided in II.B.8. Elections shall take place at the annual meeting and each elected member's term shall last three years. The term of the County Commissioner shall be determined by the Tillamook Board of County Commissioners. Thereafter elections shall take place at the annual meeting and each member's term shall last three years, beginning on July 1 and ending on June 30. Three board positions shall be elected each year. In the event of a vacancy on the EDC Executive Board, the parties and other members shall be notified and invited to nominate a replacement. The Executive Board will consider the nominees and appoint a replacement board member to serve the remainder of the term. The board shall fill the vacancy within forty-five (45) days.

2. In July each year, the Board shall elect a Chair, Vice Chair and Secretary-Treasurer to serve a one year term. No officer shall serve more than two consecutive terms. The Chair shall have the authority to call and preside over EDC Executive Board meetings. The Vice-Chair may preside over such meetings in the absence of a chair.

3. Decisions of the EDC Executive Board shall be made only at meetings at which all parties are provided seven (7) written notice. Emergency meetings may be called with 24 hours notice. Each member shall have one vote. A majority vote of a quorum of the EDC Board is required for any decision to be effective. A quorum shall consist of a simple majority of positions currently filled.

4. The EDC Executive Board shall meet regularly as determined by the EDC Executive Board. Special and emergency meetings and executive sessions may be called, upon notice as provided in the Public Meetings Law, by the Chair or any three members.

B. The Executive Board shall perform the following services for the Council:

1. Develop and administer an annual plan of work and budget to accomplish the objectives of the Council.

2. Coordinate with regional economic development partners to develop a comprehensive program which best serves Tillamook County.

3. Serve as the public relations contact for the Council and market the programs of the Council.

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4. Maintain demographic and market profiles, inventories of available land and buildings, and markets and promotes these sites.

5. Find, develop and pursue leads for business recruitment, retention and expansion.

6. Maintain information on available business incentives, such as financing opportunities, training programs and university facilities.

7. Give guidance and make recommendations to members on economic development issues and on appointments to economic development related national or regional boards.

8. Establish a partnership structure to promote and encourage private business participation in EDC.

C. The Executive Board shall have the following powers and responsibilities in the performance of its duties as administrative and fiscal entity for the Council:

1. To enter into contracts for fiscal, professional and other services necessary to carry out this Agreement.

2. To adopt a budget utilizing the Economic Development Fund.

3. To apply for, receive, distribute, and expend monies in accordance with Oregon Law.

4. To create committees and subcommittees to assist it in carrying out its duties under this Agreement. However, the subcommittees cannot reverse decisions made by the full

Executive Board and must report all of their actions to the next meeting of the Executive Board.

5. To hire necessary employees and purchase, lease, or sell real or personal property.
6. To comply with applicable Oregon Law.
7. The debts, liabilities, and obligations of the Board shall be, jointly and severally, the debts, liabilities, and obligations of the Parties and shall be divided upon termination in accordance with Part V of the Agreement below.
8. To adopt administrative rules to govern the day to day operations of the Council.

### III. Economic Development Fund

The Economic Development Fund shall be created to receive, distribute and expend moneys received from Parties to this Agreement, pursuant to item II.c.2., as well as private business dues, grants, contracts or other sources. This fund shall have two parts: one for public donations and one for private funds. Public funds shall be used for basic program support and private funds shall be used for marketing and business expansion, retention and recruiting efforts of the Council.

### IV. Dispute Resolution

A. Any dispute between the Parties arising from the terms or implementation of this Agreement, or any claim by any party for breach or enforcement of this Agreement, shall be submitted first to mediation and then, if unresolved, to binding arbitration.

In the event for a demand for arbitration, the parties shall agree upon an arbitrator. If no agreement is reached within ten days of the demand, then any party may apply to a court or record to appoint an arbitrator according to ORS 36.320 or 190.170 et. seq. An arbitrator shall proceed according to and be governed by Oregon arbitration laws. The arbitrator shall have the powers provided by law and this agreement. Costs of the arbitration shall be shared equally by all parties, but each party shall pay its own attorney fees associated with the arbitration.

### V. Termination

- A. This agreement shall terminate under the following circumstances:
1. When all parties mutually agree in writing to terminate the Agreement.
  2. When Parties representing three-fourths or more of the current year's cash consideration



shall vote to terminate the Agreement.

B. Upon termination of the Agreement, the Council shall return all funds and all assets purchased with Council funds to the Parties, proportionate to the Party's contribution. Any assets purchased with Council funds shall be valued at their fair market value upon termination and divided proportionally, among the parties. In the event of a dispute between the Parties as to the division of the assets of the Council, they shall be sold and the net proceeds, after subtracting the cost of sale, shall be divided proportionally among the Parties. Any sale or disposition of Council assets shall be in accordance with Oregon laws.

C. Upon termination, the outstanding indebtedness, liabilities, or continuing contractual obligations shall be divided proportionally, among the Parties based on the most recent year's cash contributions.

## VI. Miscellaneous

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### A. Non-Discrimination

No person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap, or age, suffer discrimination while performing any service pursuant to this Agreement when employed by the Council.

### B. Withdrawal

1. Parties may withdraw under the following circumstances:

**Non-Appropriation.** In the event sufficient funds shall not be appropriated by any party for the payment of any consideration required to be paid under this Agreement, and if the party has no funds legally available for consideration from other sources, then that party may terminate this Agreement in accordance with Part V of this Agreement.

2. Any party may withdraw from this Council, upon giving thirty (30) day advance written notice to the other parties to this agreement.

### C. Attorney Fees

In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

### D. Non-Waiver

The failure of any party to this agreement to enforce any provision of this Agreement shall not constitute a waiver by the party of that or any other provision of the Agreement.

E. Notices

Any notice required or permitted under Agreement shall be in writing and delivered by personal delivery or mailed by certified or registered mail, return receipt requested, postage prepaid, to the other party or parties at their last known address(es). The notice will be deemed given and received when actually received.

F. Amendments

This agreement may be amended from time to time by agreement in writing by the parties.

G. Severability

If any provision of this agreement is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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H. ENTIRE AGREEMENT:

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND ANY PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGES, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. EACH PARTY, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTAND IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

This amendment is effective on this date, April 21, 2009.

**Board of County Commissioners of Tillamook County**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**Board of Commissioners of the Port of Tillamook Bay**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**Board of Commissioners of the Port of Garibaldi**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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**Board of Commissioners of the Port of Nehalem**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**Tillamook People's Utility District**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**Tillamook Bay Community College**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**Nehalem Bay Wastewater Agency**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**City of Tillamook**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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**City of Bay City**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**City of Garibaldi**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**City of Rockaway Beach**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**City of Nehalem**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**City of Manzanita**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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**City of Wheeler**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**AMENDMENT #3 TO  
THE INTERGOVERNMENTAL AGREEMENT CREATING THE  
Economic Development Council of Tillamook County**

**DOCUMENT 2**

In compliance with the unanimous vote by the Executive Board at its April 21, 2009 meeting, the following Amendment to the Intergovernmental Agreement is being hereby enacted by the Parties to the Intergovernmental Agreement of the Economic Development Council of Tillamook County.

**Proposed change to the Intergovernmental Agreement  
To Update Language and  
To Establish An Organizational By-Laws  
Subject To Provisions Of This Agreement**

Note: Proposed language changes are indicated with italics, and deletions are lined-through. Deleted sections are incorporated within the By-Laws, attached as a reference to this Amendment.

THIS AGREEMENT is made and entered into by and ~~between~~ *among* Tillamook County, municipalities, public agencies and special districts within Tillamook County, hereinafter referred to as the "Parties".

**RECITALS:**

1. The Parties have a common objective to increase personal income and improve the business climate while maintaining natural resource amenities throughout Tillamook County.
2. The Parties have cooperated with each other, and a number of private businesses, combining resources to provide a county wide economic development program through the ~~Tillamook County Economic Development Committee, an advisory committee to the Board of County Commissioners~~ *Tillamook County Economic Development Council*.
3. The Parties believe that basic support for a county wide economic development program should come from public funds, and that private business contributions should be used for marketing and business recruitment projects. Basic support is defined as professional staff, office space, office operating expenses and staff travel expenses.
4. The Parties desire to create an intergovernmental entity pursuant to ORS 190.010 to ~~replace the existing arrangement and~~ affirm the intent of the parties to work jointly on economic development matters. The intergovernmental entity will be known as *Economic Development Council of Tillamook County*.
5. The Parties acknowledge that they have authority to execute this cooperative agreement pursuant to the powers of their respective organizational charters, or applicable law.

THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

I. *Economic Development Council of Tillamook County*

A. There is hereby created an intergovernmental entity pursuant to ORS 190.010, composed of municipalities and public agencies listed in attached exhibit A to be known as Economic Development Council of Tillamook County. The purpose of Council is to form a partnership in all matters related to economic development in Tillamook County. The Council will provide coordination of efforts including business development, recruitment and expansion activities, and distribution of funds made available to all parties for economic development activities by regional, state or federal agencies and/or programs. Specific consideration by the parties to this Agreement shall be negotiated among the parties and listed in exhibit A, incorporated herein by reference. Terms of consideration may be reviewed and revised on an annual basis, or as otherwise agreed upon by the Parties to this Agreement. Public agencies and special districts, not party to the original agreement, may become party to the agreement by submitting a written request to the Executive Board. The Executive Board will consider the request and negotiate the terms of Attachment A on behalf of the Council.

~~B. The structure under which the parties cooperated is hereby abolished. The intergovernmental entity created in Paragraph A above shall succeed to and replace the structure hereby abolished. The new intergovernmental entity shall become the owner of all property and funds of the previous structure; shall succeed to all contracts of the previous structure, and shall succeed to all obligations, indebtedness, and legal rights and responsibilities of the previous structure.~~

~~C. B.~~ Economic Development Council of Tillamook County shall promote and encourage private business participation in the County's Economic Development program. Private businesses will be referred to as partners. Any reference to members in this Agreement shall be taken to mean both Parties to the Agreement and private business partners.

~~D. C.~~ Economic Development Council of Tillamook County shall be represented by an elected board of directors, which shall be known as the EDC Executive Board, and which shall act as the administrative and fiscal entity on behalf of the Council. *The Board shall develop organizational bylaws in accordance with this agreement for the purpose of fulfilling the responsibilities delegated to the Board on behalf of the members.*

II. The EDC Executive Board

~~A. The Parties hereby create the Executive Board which will be governed as follows:~~  
~~1. The Executive Board shall be composed of nine members, one County Commissioner appointed by the Tillamook Board of County Commissioners and eight elected by parties to the agreement and private business partners, as provided in II.B.8. Elections shall take place~~

~~at the annual meeting and each elected member's term shall last three years. The term of the County Commissioner shall be determined by the Tillamook Board of County Commissioners. Thereafter elections shall take place at the annual meeting and each member's term shall last three years, beginning on July 1 and ending on June 30. Three board positions shall be elected each year. In the event of a vacancy on the EDC Executive Board, the parties and other members shall be notified and invited to nominate a replacement. The Executive Board will consider the nominees and appoint a replacement board member to serve the remainder of the term. The board shall fill the vacancy within forty-five (45) days.~~

~~2. In July each year, the Board shall elect a Chair, Vice Chair and Secretary Treasurer to serve a one year term. No officer shall serve more than two consecutive terms. The Chair shall have the authority to call and preside over EDC Executive Board meetings. The Vice Chair may preside over such meetings in the absence of a chair.~~

~~3. Decisions of the EDC Executive Board shall be made only at meetings at which all parties are provided seven (7) written notice. Emergency meetings may be called with 24 hours notice. Each member shall have one vote. A majority vote of a quorum of the EDC Board is required for any decision to be effective. A quorum shall consist of a simple majority of positions currently filled.~~

~~4. The EDC Executive Board shall meet regularly as determined by the EDC Executive Board. Special and emergency meetings and executive sessions may be called, upon notice as provided in the Public Meetings Law, by the Chair or any three members.~~

~~B. The Executive Board shall perform the following services for the Council:~~

~~1. Develop and administer an annual plan of work and budget to accomplish the objectives of the Council.~~

~~2. Coordinate with regional economic development partners to develop a comprehensive program which best serves Tillamook County.~~

~~3. Serve as the public relations contact for the Council and market the programs of the Council.~~

~~4. Maintain demographic and market profiles, inventories of available land and buildings, and markets and promotes these sites.~~

~~5. Find, develop and pursue leads for business recruitment, retention and expansion.~~

~~6. Maintain information on available business incentives, such as financing opportunities, training programs and university facilities.~~

~~7. Give guidance and make recommendations to members on economic development issues and on appointments to economic development related national or regional boards.~~



~~8. Establish a partnership structure to promote and encourage private business participation in EDC.~~

~~C. A. The Executive Board shall have the following powers and responsibilities in the performance of its duties as administrative and fiscal entity for the Council:~~

~~1. To enter into contracts for fiscal, professional and other services necessary to carry out this Agreement.~~

~~2. To adopt a budget utilizing the Economic Development Fund.~~

~~3. To apply for, receive, distribute, and expend monies in accordance with Oregon Law.~~

~~4. To create committees and subcommittees to assist it in carrying out its duties under this Agreement. However, the subcommittees cannot reverse decisions made by the full Executive Board and must report all of their actions to the next meeting of the Executive Board.~~

~~5. 4. To hire necessary employees and purchase, lease, or sell real or personal property.~~

~~6. 5. To comply with applicable Oregon Law.~~

~~7. 6. The debts, liabilities, and obligations of the Board shall be, jointly and severally, the debts, liabilities, and obligations of the Parties and shall be divided upon termination in accordance with Part V of the Agreement below.~~

~~8. 7. To adopt administrative rules *and By-Laws* to govern the day to day operations of the Council.~~

### III. Economic Development Fund

The Economic Development Fund shall be created to receive, distribute and expend moneys received from Parties to this Agreement, pursuant to item ~~II.c.2. II.a.2.~~, as well as private business dues, grants, contracts or other sources. ~~This fund shall have two parts: one for public donations and one for private funds. Public funds shall be used for basic program support and private funds shall be used for marketing and business expansion, retention and recruiting efforts of the Council.~~

### IV. Dispute Resolution

A. Any dispute between the Parties arising from the terms or implementation of this Agreement, or any claim by any party for breach or enforcement of this Agreement, shall be submitted first to mediation and then, if unresolved, to binding arbitration.

In the event for a demand for arbitration, the parties shall agree upon an arbitrator. If no agreement is reached within ten days of the demand, then any party may apply to a court or record to appoint an arbitrator according to ORS 36.320 or 190.170 et. seq. An arbitrator shall proceed according to and be governed by Oregon arbitration laws. The arbitrator shall have the powers provided by law and this agreement. Costs of the arbitration shall be shared equally by all parties, but each party shall pay its own attorney fees associated with the arbitration.

## V. Termination

A. This agreement shall terminate under the following circumstances:

1. When all *three-fourths of all the* parties mutually agree in writing to terminate the Agreement.
2. When Parties representing three-fourths or more of the current years' cash consideration shall vote to terminate the Agreement.

B. Upon termination of the Agreement, the Council shall return all funds and all assets purchased with Council funds to the Parties, proportionate to the Party's contribution. Any assets purchased with Council funds shall be valued at their fair market value upon termination and divided proportionally, among the parties. In the event of a dispute between the Parties as to the division of the assets of the Council, they shall be sold and the net proceeds, after subtracting the cost of sale, shall be divided proportionally among the Parties. Any sale or disposition of Council assets shall be in accordance with Oregon laws.

C. Upon termination, the outstanding indebtedness, liabilities, or continuing contractual obligations shall be divided proportionally, among the Parties based on the most recent years' cash contributions.

## VI. Miscellaneous

### A. Non-Discrimination

No person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap, *religion, sexual orientation*, or age, suffer discrimination while performing any service pursuant to this Agreement when employed by the Council.

### B. Withdrawal

1. Parties may withdraw under the following circumstances:

Non-Appropriation. In the event sufficient funds shall not be appropriated by any party for the payment of any consideration required to be paid under this Agreement, and if the party

has no funds legally available for consideration from other sources, then that party may terminate *their participation* in this Agreement in accordance with Part V of this Agreement.

2. Any party may withdraw from this Council, upon giving thirty (30) day advance written notice to the other parties to this agreement.

C. Attorney Fees

In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

D. Non-Waiver

The failure of any party to this agreement to enforce any provision of this Agreement shall not constitute a waiver by the party of that or any other provision of the Agreement.

E. Notices

Any notice required or permitted under Agreement shall be in writing and delivered by personal delivery or mailed by certified or registered mail, return receipt requested, postage prepaid, to the other party or parties at their last known address(es). The notice will be deemed given and received when actually received.

F. Amendments

This agreement may be amended from time to time by agreement in writing by the parties.

G. Severability

If any provision of this agreement is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

*H. This agreement supersedes all previous agreements.*

H. I. ENTIRE AGREEMENT:

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND ANY PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGES, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE PURPOSE GIVEN. THERE ARE NO *OTHER* UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. EACH PARTY, BY THE SIGNATURE OF

ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTAND IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

This amendment is effective on this date, April 21, 2009.

**Board of County Commissioners of Tillamook County**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**Board of Commissioners of the Port of Tillamook Bay**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**Board of Commissioners of the Port of Garibaldi**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**Board of Commissioners of the Port of Nehalem**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**Tillamook People's Utility District**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**Tillamook Bay Community College**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**Nehalem Bay Wastewater Agency**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**City of Tillamook**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**City of Bay City**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

By-Laws  
of the  
Economic Development Council of Tillamook County

Whereas: Tillamook County, the municipalities, public agencies, special districts and private businesses within Tillamook County have formed an intergovernmental agreement to provide for the formation of the Economic Development Council of Tillamook County; and

Whereas: The Board has been given the responsibility to govern the Council;

Therefore: The Board forms these by-laws in accordance with the mandate given and to provide a structure to fulfill the duties assigned to on behalf of all the members of the Council.

A. The Economic Development Council of Tillamook County Board will be governed as follows:

1. The Board shall be composed of nine to fifteen members, with one being a County Commissioner appointed by the Tillamook Board of County Commissioners, and eight to fourteen elected by the Parties to the Agreement and private business partners. Elections shall take place at the annual meeting and each member's term shall last three years, beginning on July 1 and ending on June 30. In the event of a vacancy on the EDC Board, the Parties and other members shall be notified and invited to nominate a replacement. The Board will consider the nominees and appoint a replacement board member to serve the remainder of the term.

2. In June of each year, the Board shall elect a Chair, Vice Chair and Secretary – Treasurer to serve a one year term. No officer shall serve more than two consecutive terms.

3. Officer Duties:

a. Chair: The Board Chair shall preside over all meetings of the Board, and is the chief executive officer of the EDC. The Chair is responsible for the conduct of the EDC's affairs, subject to the approval of the Board and the organization's By-laws. The Chair shall assign duties to the officers and Board members as required, and shall appoint committees as is considered necessary.

b. Vice Chair: The Vice Chair shall assist the Chair in the performance of the EDC's duties as is necessary. The Vice Chair shall assume the duties of the Chair in case of the Chair's resignation, or inability to act.

c. Secretary - Treasurer: The Secretary - Treasurer shall cause to have a complete and accurate account of all receipts and disbursements made by the EDC. The Secretary - Treasurer shall direct staff in the preparation of the annual budget. The Secretary - Treasurer shall be the custodian of all records, shall cause to have minutes kept of all meetings of the Board, and shall direct staff to prepare proper notice of the meetings of the Board as required under the Laws of the State of Oregon.

3. Decisions of the EDC Board shall be made only at meetings at which all parties are provided seven (7) days written notice. Emergency meetings may be called with 24 hours notice. Each member shall have one vote. A majority vote of a quorum of the EDC Executive Board is required for any decision to be effective. A quorum shall consist of a simple majority of positions currently filled.

4. The EDC Board shall meet regularly as determined by the Board. Special and emergency meetings and executive sessions may be called, upon notice as provided in the Public Meetings Law, by the Chair or any three members.

5. The EDC Executive Board shall have the authority to determine its policies, vision, work plan, and procedures within the limits of the Intergovernmental Agreement adopted in April of 2009.

B. The EDC Board shall perform the following services for the Council:

1. Develop and administer an annual plan of work and budget to accomplish the objectives of the Council.

2. Coordinate with regional economic development partners to develop a comprehensive program which best serves Tillamook County.

3. Serve as the public relations contact for the Council and market the programs of the Council.

4. Maintain demographic and market profiles, inventories of available land and buildings, and market and promote these sites.

5. Find, develop and pursue leads for business recruitment, retention and expansion.

6. Maintain information on available business incentives, such as financing opportunities, training programs and university facilities.

7. Give guidance and make recommendations to members on economic development

issues and on appointments to economic development related national or regional boards.

8. Establish a partnership structure to promote and encourage private business participation in the EDC.

9. To create committees and subcommittees to assist it in carrying out its duties under this Agreement. However, the subcommittees cannot reverse decisions made by the full Board and must report all of their actions to the next meeting of the Board.

10. Form and adopt a schedule of annual membership dues to allow the partners to join and participate in the Economic Development Council of Tillamook County.

11. Hire staff as necessary to fulfill the EDC Board's mission.

C. The EDC Board will be structured with the following standing committee:

Executive Committee: The Executive Committee is to be made up of the Board officers, and the President of the Tillamook Bay Community College. The Board may change the makeup of this committee with a majority vote of those Board members present at any Board meeting.

The Executive Committee shall meet as requested by the Executive Director, the Chair, or as any two other committee members request.

The committee is to be utilized as a resource to direct the Executive Director, and to make operational decisions as is necessary on an immediate basis.

No authority is given the Executive Committee to alter any provisions within the IGA or By-laws of the Economic Development Council.

All decisions made by the Executive Committee will be reported to the full Board at the next regularly scheduled or emergency meeting.

D. The following financial controls will be put into place:

The fiscal year of the Economic Development Council shall be starting the 1<sup>st</sup> of July through the following 30<sup>th</sup> of June, of the following year.

The Board may, at its discretion, cause to have the financial records audited.

The Board members shall serve without compensation for their duties, but may be reimbursed for all submitted expenses incurred as a result of fulfilling the duties inherent in any Council activity. All requests for any other compensation must be brought before the full Board for consideration.

The Economic Development Council shall have the power to indemnify any person who is or was a Board member, officer, committee member, employee, or agent of the



Economic Development Council to the full extent permitted by law.

The Economic Development Council shall purchase and maintain insurance on behalf of any person who is or was a Board member, officer, committee member, employee or agent of the Economic Development Council against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Economic Development Council would have the power to indemnify him or her against such liability.

E. Amending the By-Laws:

These By-laws may be amended or repealed in whole or in part by a two-thirds (2/3) vote of the members voting in person at the annual meeting or special membership meeting.

Approved for adoption at our regularly scheduled meeting April 21, 2009.

\_\_\_\_\_  
Joel George

\_\_\_\_\_  
Doug Olson

\_\_\_\_\_  
Michele Bradley

\_\_\_\_\_  
Jon Carnahan

\_\_\_\_\_  
Mark Labhart

\_\_\_\_\_  
Mike St. Clair

\_\_\_\_\_  
Dale Stockton

\_\_\_\_\_  
Bob McPheeters

\_\_\_\_\_  
Harold Strunk

\_\_\_\_\_  
Steve Hungerford

**INTERGOVERNMENTAL AGREEMENT CREATING THE  
Economic Development Council of Tillamook County**

*NEW*

THIS AGREEMENT is made and entered into by and among Tillamook County, municipalities, public agencies and special districts within Tillamook County, hereinafter referred to as the "Parties".

**RECITALS:**

1. The Parties have a common objective to increase personal income and improve the business climate while maintaining natural resource amenities throughout Tillamook County.
2. The Parties have cooperated with each other, and a number of private businesses, combining resources to provide a county wide economic development program through the Tillamook County Economic Development Council.
3. The Parties believe that basic support for a county wide economic development program should come from public funds, and that private business contributions should be used for marketing and business recruitment projects. Basic support is defined as professional staff, office space, office operating expenses and staff travel expenses.
4. The Parties desire to create an intergovernmental entity pursuant to ORS 190.010 to affirm the intent of the parties to work jointly on economic development matters. The intergovernmental entity will be known as Economic Development Council of Tillamook County.
5. The Parties acknowledge that they have authority to execute this cooperative agreement pursuant to the powers of their respective organizational charters, or applicable law.

**THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:**

**I. Economic Development Council of Tillamook County**

A. There is hereby created an intergovernmental entity pursuant to ORS 190.010, composed of municipalities and public agencies listed in attached exhibit A to be known as Economic Development Council of Tillamook County. The purpose of Council is to form a partnership in all matters related to economic development in Tillamook County. The Council will provide coordination of efforts including business development, recruitment and expansion activities, and distribution of funds made available to all parties for economic development activities by regional, state or federal agencies and/or programs. Specific consideration by the parties to

this Agreement shall be negotiated among the parties and listed in exhibit A, incorporated herein by reference. Terms of consideration may be reviewed and revised on an annual basis, or as otherwise agreed upon by the Parties to this Agreement. Public agencies and special districts, not party to the original agreement, may become party to the agreement by submitting a written request to the Board. The Board will consider the request and negotiate the terms of Attachment A on behalf of the Council.

B. Economic Development Council of Tillamook County shall promote and encourage private business participation in the County's Economic Development program. Private businesses will be referred to as partners. Any reference to members in this Agreement shall be taken to mean both Parties to the Agreement and private business partners.

C. Economic Development Council of Tillamook County shall be represented by an elected board of directors, which shall be known as the EDC Board, and which shall act as the administrative and fiscal entity on behalf of the Council. The Board shall develop organizational bylaws in accordance with this agreement for the purpose of fulfilling the responsibilities delegated to the Board on behalf of the members.

## II. The EDC Board

A. The Board shall have the following powers and responsibilities in the performance of its duties as administrative and fiscal entity for the Council:

1. To enter into contracts for fiscal, professional and other services necessary to carry out this Agreement.
2. To adopt a budget utilizing the Economic Development Fund.
3. To apply for, receive, distribute, and expend monies in accordance with Oregon Law.
4. To hire necessary employees and purchase, lease, or sell real or personal property.
5. To comply with applicable Oregon Law.
6. The debts, liabilities, and obligations of the Board shall be, jointly and severally, the debts, liabilities, and obligations of the Parties and shall be divided upon termination in accordance with Part V of the Agreement below.
7. To adopt administrative rules and By-Laws to govern the day to day operations of the Council.

### III. Economic Development Fund

The Economic Development Fund shall be created to receive, distribute and expend moneys received from Parties to this Agreement, pursuant to item II.a.2., as well as private business dues, grants, contracts or other sources.

### IV. Dispute Resolution

A. Any dispute between the Parties arising from the terms or implementation of this Agreement, or any claim by any party for breach or enforcement of this Agreement, shall be submitted first to mediation and then, if unresolved, to binding arbitration.

In the event for a demand for arbitration, the parties shall agree upon an arbitrator. If no agreement is reached within ten days of the demand, then any party may apply to a court or record to appoint an arbitrator according to ORS 36.320 or 190.170 et. seq. An arbitrator shall proceed according to and be governed by Oregon arbitration laws. The arbitrator shall have the powers provided by law and this agreement. Costs of the arbitration shall be shared equally by all parties, but each party shall pay its own attorney fees associated with the arbitration.

### V. Termination

A. This agreement shall terminate under the following circumstances:

1. When all three-fourths of all the parties mutually agree in writing to terminate the Agreement.
2. When Parties representing three-fourths or more of the current years' cash consideration shall vote to terminate the Agreement.

B. Upon termination of the Agreement, the Council shall return all funds and all assets purchased with Council funds to the Parties, proportionate to the Party's contribution. Any assets purchased with Council funds shall be valued at their fair market value upon termination and divided proportionally, among the parties. In the event of a dispute between the Parties as to the division of the assets of the Council, they shall be sold and the net proceeds, after subtracting the cost of sale, shall be divided proportionally among the Parties. Any sale or disposition of Council assets shall be in accordance with Oregon laws.

C. Upon termination, the outstanding indebtedness, liabilities, or continuing contractual obligations shall be divided proportionally, among the Parties based on the most recent years' cash contributions.

## VI. Miscellaneous

### A. Non-Discrimination

No person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap, religion, sexual orientation, or age, suffer discrimination while performing any service pursuant to this Agreement when employed by the Council.

### B. Withdrawal

1. Parties may withdraw under the following circumstances:

**Non-Appropriation.** In the event sufficient funds shall not be appropriated by any party for the payment of any consideration required to be paid under this Agreement, and if the party has no funds legally available for consideration from other sources, then that party may terminate their participation in this Agreement in accordance with Part V of this Agreement.

2. Any party may withdraw from this Council, upon giving thirty (30) day advance written notice to the other parties to this agreement.

### C. Attorney Fees

In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

### D. Non-Waiver

The failure of any party to this agreement to enforce any provision of this Agreement shall not constitute a waiver by the party of that or any other provision of the Agreement.

### E. Notices

Any notice required or permitted under Agreement shall be in writing and delivered by personal delivery or mailed by certified or registered mail, return receipt requested, postage prepaid, to the other party or parties at their last known address(es). The notice will be deemed given and received when actually received.

### F. Amendments

This agreement may be amended from time to time by agreement in writing by the parties.

### G. Severability

If any provision of this agreement is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions

hereof.

H. This agreement supersedes all previous agreements.

I. ENTIRE AGREEMENT:

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND ANY PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGES, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE PURPOSE GIVEN. THERE ARE NO OTHER UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. EACH PARTY, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTAND IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

This amendment is effective on this date, April 21, 2009.

**Board of County Commissioners of Tillamook County**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**Board of Commissioners of the Port of Tillamook Bay**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**Board of Commissioners of the Port of Garibaldi**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**Board of Commissioners of the Port of Nehalem**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**Tillamook People's Utility District**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**Tillamook Bay Community College**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**Nehalem Bay Wastewater Agency**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**City of Tillamook**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**City of Bay City**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**City of Garibaldi**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**City of Rockaway Beach**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**City of Nehalem**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**City of Manzanita**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_



**City of Wheeler**

By: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

## 2009-2010 Tuition and Fee Schedule

### RECOMMENDATION

First reading of the 2009-2010 Tuition and Fee Schedule no action required.

### BACKGROUND INFORMATION----- Dean Ellison

Presented here for the first reading is the 2009-2010 Tuition and Fee Schedule. It will be presented at a future meeting for a second reading and approval. Preliminary information indicates that the 2009-2010 average tuition rate for Oregon Community Colleges will increase rather substantially this next fiscal year to somewhere between \$70-\$75. These increases are primarily due to current statewide economic and budget conditions. Per 2009-2010 Board approved budget guidelines and to indicate TBCC's local commitment to funding the College, a tuition rate of \$70.00 per credit is proposed for implementation in Fall Term 2009. However, the proposed rate may be further adjusted once the State appropriation has been finalized. Finally, the application of the Proctored Testing Fee has been narrowed to exclude former credit students.

Tuition or Fee Item	Current 2008-2009	Proposed 2009-2010
<i>Tuition</i>		
In-State Tuition per Credit Hour	\$66	\$70
Out-of-State Tuition per Credit Hour	\$86	\$90
<i>Fees</i>		
Placement Test	\$20	\$20
Placement Test Retest	\$20	\$20
GED Testing Fee	\$90	\$90
GED Offsite Testing Fee	\$132	\$132
GED Retest Fee	\$20	\$20
GED No-Show Fee	\$15	\$15
Proctored Testing per test for non-TBCC credit students, former Credit Students or staff	\$25	\$25
Technology Fee (per credit)	\$5	\$5
Non-Student Computer Lab Use Fee (per term)	\$75	\$75
Calculator Rental (per term)	\$15	\$15
Printed Catalog (first copy from academic advisor free)	\$5	\$5
Late Registration Fee (per course)	\$10	\$10
Course Withdrawal After Close of Registration	\$10	\$10
High School Articulation Fee	\$0	\$0
High School Credit Recovery (H.S. half credit class)	\$90	\$90
Adult Basic Skills Instructional Course Fee	\$15	\$15
Return Check Fee	\$25	\$25
Student Services Fee (per credit)	\$2	\$2
Minimum Credit Course Fee (per course)	\$12	\$12
Maximum Credit Course Fee (per course)	per actual expenses	per actual expenses
Self Improvement Course Fees	market or self support level	market or self support level
EMT Practical Exams Fee for non-TBCC student, former student or staff	\$10/station	\$10/station

## Tillamook Bay Community College

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

## Budget Committee Membership

### RECOMMENDATION

Renew terms of incumbents and accept the nomination of Michelle Hughes for the vacancy in Zone 1.

BACKGROUND INFORMATION ----- Dean Ellison

Zone	Board Member	Community Representative	Term expires
1	Rose Wharton	<b>Michelle Hughes</b>	<b>6/30/11</b>
2	Craig Wakefield	Van Moe	6/30/09
3	Ruth Jensen	<b>J. Robert McPheeters</b>	<b>6/30/11</b>
4	Stephen Shaw	Steve VanDerhoef	6/30/09
5	Ann Swain	Ward Weissenfluh	6/30/09
6 –At Large	James P. McGinnis	<b>Vicki Goodman</b>	<b>6/30/11</b>
7 –At Large	Robert Weitman	Jack Mulder	6/30/09

J. Robert McPheeters and Vicki Goodman have agreed to renewed terms and Ms. Michelle Hughes has been approached and is willing to fill the vacancy in Zone 1. All three terms will expire June 30, 2011. Ms. Hughes is a licensed C.P.A. who works for Pacific City Joint Water & Sanitary. She is recommended by Director Wharton.

There will be a Public Budget Committee Meeting, Monday, May 18 at 6:00 p.m. room 9.

## 2009-2010 Academic Calendar

### RECOMMENDATION

Approve the 2009-2010 Academic Calendar.

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

Attached is the 2009-2010 Academic Calendar presented last month for review. The Board is being asked to approve it as presented.



## TILLAMOOK BAY COMMUNITY COLLEGE

### 2009-2010 ACADEMIC CALENDAR

#### 2009

MAY 11.....	Summer Term 2009 Registration Begins
MAY 25.....	Memorial Day Holiday
JUNE 8 - 13.....	Spring Term 2009 Finals Week
JUNE 12.....	Commencement Exercises
JUNE 13.....	Spring Term 2009 Ends
JUNE 22.....	Summer Term 2009 Classes Begin
JUNE 22 - 26.....	Late Registration, Summer Term 2009
JULY 3.....	July Fourth Holiday
AUGUST 10.....	Fall Term 2009 Registration Begins
SEPTEMBER 7.....	Labor Day Holiday
SEPTEMBER 5.....	Summer Term 2009 Ends
SEPTEMBER 14 - 15.....	College In-service (Curtailed Public Services)
SEPTEMBER 21.....	Fall Term 2009 Classes Begin
SEPTEMBER 21 - 25.....	Late Registration, Fall Term 2009
NOVEMBER 11.....	Veterans Day Holiday
NOVEMBER 23.....	Winter Term 2010 Registration Begins
NOVEMBER 26 - 27.....	Thanksgiving Holiday
DECEMBER 7 - 12.....	Fall Term 2009 Finals Week
DECEMBER 12.....	Fall Term 2009 Ends
DECEMBER 24, 25, 31.....	Winter Holidays

## 2010

JANUARY 1 .....	New Year's Holiday
JANUARY 4 .....	Winter Term 2010 Classes Begin
JANUARY 4 - 8 .....	Late Registration, Winter Term 2010
JANUARY 18 .....	Martin Luther King, Jr. Day Holiday (non-contract day for faculty)
MARCH 1 .....	Spring Term 2010 Registration Begins
MARCH 15 - 20 .....	Winter Term 2010 Finals Week
MARCH 20 .....	Winter Term 2010 Ends
MARCH 22 - 27 .....	Spring Break
MARCH 29 .....	Spring Term 2010 Classes Begin
MARCH 29 - APRIL 2.....	Late Registration, Spring Term 2010
MAY 10.....	Summer Term 2010 Registration Begins
MAY 31.....	Memorial Day Holiday
JUNE 7 - 12.....	Spring Term 2010 Finals Week
JUNE 11 .....	Commencement Exercises
JUNE 12 .....	Spring Term 2010 Ends
JUNE 21 .....	Summer Term 2010 Classes Begin

### NOTES:

1. Registration dates subject to change.
2. Last day to drop courses with a refund: See class schedule.
3. Last day to drop classes and receive a "W": See class schedule.

## Unemployment Tuition Waiver

### **RECOMMENDATION**

Information only – no action requested.

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

At last month's meeting a concept for a waiver to assist recently unemployed Tillamook County residents was brought to the table and action was approved to move forward to formalize it. The details of this waiver are attached for your information and review.

Subject: TBCC Unemployment Tuition and Fee Waiver for the recently unemployed in Tillamook County

Date: April 9, 2009

#### Overview:

Recent changes in the economy have affected many residents in Tillamook County. Employers have been forced to cut back on available work opportunities throughout the county. With the desire to make the best options available to all residents, the Board of Education at Tillamook Bay Community College has approved the creation of the TBCC Unemployment Tuition and Fee Waiver starting Summer Term 2009 for individuals who have been recently unemployed. Students will be provided with a college success class if they have not attended college to determine their goals, skills, and interests while earning college credit. **The waiver will cover tuition and fees for up to 8 credits per term for students who qualify.** Every effort will be made to meet the individual needs of qualified students. Courses that focus on career exploration and introductory courses in various areas will be offered summer term to allow all students the chance to explore their options which will provide new employment opportunities during the economic recession.

#### Eligibility:

The TBCC Unemployment Tuition and Fee Waiver is available to those who were employed in Tillamook County and have become unemployed within the past six months from the time of the application. Applicants must be currently claiming unemployment insurance from the State of Oregon. People who have been laid off since October 1, 2008 can bring a 'Claim Summary', available from the Worksource Northwest Oregon Employment Department, to the college. Previously employed full time or part time and seasonal employees are also eligible. The waiver is available on a space available basis after students have completed the application process. If you are currently receiving unemployment benefits including funding for education, please check with your benefit provider to determine how this will impact those benefits. Students will be assisted in applying for other state and federal financial assistance.

#### Process:

If you are interested, please contact Michele Burton, Director of Enrollment Management and Student Services: 503-842-8222 ext. 1122 or [burton@tillamookbay.cc](mailto:burton@tillamookbay.cc). Michele will assist students through the application and registration process including skills assessment. Pat Gross, the TBCC Financial Aid Specialist will facilitate the application for federal financial aid.



## Strategic Planning and Accreditation

### **RECOMMENDATION**

Information only – no action requested.

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

Work continues on the Self Study. Campus committees are busy addressing TBCC's resources and capacity to support the College's core themes. Meanwhile, we are also working on realigning effectiveness and other indicators with institutional goals and core themes. Dr. Ronald Baker from NWCCU presented to the Planning and Steering Committee on the revised accreditation standards and structure on April 29. Dean Gates will report on that event and answer any additional questions at the Board meeting.

## Courses and Curricula

**RECOMMENDATION**

Information only – no action requested.

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

There are no courses or curricula to present 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**

Information only – no action requested.

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

Policy 500 Student Rights and Responsibilities, is presented for first reading. Proposed changes, in bold, provide further definitions that will be used to develop appropriate Administrative Rules regarding student publications. This policy will be brought before the Board in June for second reading and approval.

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

Article No.: 500

Approved: December 1, 2008

Reference: Policy 322, ORS 341.290, Catalog

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**500.1 COLLEGE/STUDENT RESPONSIBILITIES**

Tillamook Bay Community College provides students with programs of general education, developmental/remedial programs, and vocational/technical curricula. The College also provides cultural, recreational, and community service activities.

It is, in turn, the responsibility of the student to observe College Rules and Regulations and to help maintain appropriate conditions in the classroom, on the campus, and in the community.

**A. General Policies**

A student's registration obligates him/her to comply with the policies and regulations of the College. Tillamook Bay Community College will restrict a student's admission to or registration with the College and will withhold degrees, and official transcripts as prescribed by the College and/or state guidelines if a student fails to meet financial obligations to the College or for other legal reasons.

Tillamook Bay Community College is granted the right by law, to adopt such rules as are deemed necessary to govern its operations.

Students have the right to participate in formulating and reviewing policies and rules pertaining to student conduct and, to the extent permitted by law in the enforcement of all such rules.

**B. Right to Freedom from Harassment and Discrimination**

The College's goal is to enable students to achieve their education and career goals. Therefore, it is against this policy for any manager, supervisor, faculty, staff, or student to engage in harassment or discrimination of any member of the College community based on his/her race, color, religion, ethnicity, use of native language, national origin, age, sex, marital status, height/weight ratio, disability, or sexual orientation. The prohibition against harassment or discrimination based on the use of native language does not require the College to offer courses in any language other than English. Under this policy, harassing or discriminatory behaviors will not be tolerated. The College also prohibits retaliation against any person who makes a good faith complaint of discrimination of harassment and retaliation against any person who in good faith cooperates in an investigation of alleged harassment or discrimination.

Therefore, it is the responsibility of every member of the College community to strictly comply with this Policy. This includes notifying each employee/student of his or her rights and responsibilities under Tillamook Bay Community College's Student Rights and Responsibilities and Sexual Harassment Policies. Management staff will be held accountable for taking reasonable action to maintain work areas and educational

Article No.: 500

Approved: December 1, 2008

Reference: Policy 322, ORS 341.290, Catalog

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environments free of conduct that causes, or reasonably could be considered to cause, intimidation, hostility, or discrimination.

Any person who believes he or she has been discriminated against or harassed by a College employee, representative, or student is encouraged to file a complaint with the Dean of Administrative Services. Non-affirmative action complaints are to be filed in accordance with the Student Grievance Procedure.

### C. Right to Freedom of Expression

Students shall be free to take reasoned exception to the data or views offered in any course of study and to reserve judgment about matters of opinion, but they are responsible for learning the content of any course of study in which they are enrolled.

As constituents of the academic community, Tillamook Bay Community College students shall be free, individually and collectively, to express their views on issues of institutional policy and procedures which shall include the examination and discussion of issues of interest to them and expression of opinions both publicly and privately. They shall be free to invite and to hear persons of their choosing and to support causes by orderly means that do not substantially disrupt the regular and essential operations of the College.

Demonstrations are a legitimate mode of expression, whether politically motivated or directed against the College administration, and will not be prohibited. Demonstrators, however, have no right to deprive others of the opportunity to speak or be heard, take hostages, physically obstruct the movement of others, or otherwise substantially disrupt educational or institutional processes in a way that interferes with the safety or freedom of others. Students may be subject to disciplinary action when their acts or actions cause or are likely to cause substantial disruption or interference with the regular and essential operation of the College.

### D. Right to Protection from Improper Academic Evaluation and Improper Disclosure of Students' Views, Beliefs, and Associations

Student academic performance shall be evaluated solely on an academic basis (which may include attendance and the ability to apply skills), not on the student's opinions or conduct in matters unrelated to academic standards. The course syllabus shall contain and articulate the evaluation standards and grading criteria by which student performance is measured. Students shall have the right to grieve their academic evaluation under the Grievance Procedure only if the student believes that these standards and criteria were not followed by the instructor, or were not fairly and consistently applied to all students.

At the same time, students are responsible for meeting standards of academic performance established for each course in which they are enrolled. Information about student views, beliefs, and political associations which staff members acquire in the course of their association with students is to be considered confidential.

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Approved: December 1, 2008

Reference: Policy 322, ORS 341.290, Catalog

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**E. Right of Access to, and Protection from Improper Disclosure of, Student Records**

To minimize the risk of improper disclosure, academic and disciplinary records shall remain separate. Transcripts of academic records shall contain only information about academic status.

Information from disciplinary or counseling files shall not be available to unauthorized persons on campus or to individuals off-campus without the written consent of the student involved, except under legal compulsion or in cases where the safety of persons or property is involved, in compliance with the Family Educational Rights and Privacy Act, College Policy, and Oregon laws pertaining to education records.

In order to assist students to benefit from courses, programs, and activities, the College provides academic advising services which students are encouraged to make use of on a voluntary basis. The confidentiality of student record information obtained by advising services will be strictly maintained, except when Tillamook Bay Community College is legally permitted to disclose student record information.

**F. Right to Form Student Organizations**

Students may form student clubs and organizations under the provisions of the Associated Students of Tillamook Bay Community College (ASTBCC) Constitution. Any chartered student club or officially recognized student organization acting through the Associated Students of Tillamook Bay Community College may invite any person of their own choosing to the campus, provided the invitation and arrangements are in compliance with established policies of the College.

College procedures must be followed to ensure orderly scheduling of facilities, adequate preparation for the event, and that activities are conducted in a manner appropriate for an academic community.

**G. Right to Sell and Distribute Materials and Engage in Fund-Raising Activities**

Students have the right to engage in legal incidental sales of personal property in private transactions. TBCC has not designated any facilities for this purpose, however, except for the use of designated College bulletin boards.

All fund-raising activities for ASTBCC must be approved by the Director of Enrollment Management and Student Services, and coordinated with the Tillamook Bay Community College Foundation.

All merchandise, periodicals, magazines, and books offered for commercial sale may be sold only through the College Bookstore except when within College Policy and approved by the Director of Enrollment Management and Student Services.

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Approved: December 1, 2008

Reference: Policy 322, ORS 341.290, Catalog

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All free publications not in violation of state laws, federal laws, and/or College rules, such as books, magazines, newspapers, handbills, leaflets, and similar materials may be distributed on campus. Any persons desiring to distribute publications shall first register with the College President or designee so that reasonable areas and times can be assured and the activities of the College will not be interfered with.

All handbills, leaflets, newspapers, and similar materials must bear the name and address of the organization and/or individual distributing the materials.

Printed materials shall not be placed on any vehicle parked on campus.

#### H. Right of Access to College Facilities

Students have the right of access to College facilities, subject to ordinary schedules and policies and regulations governing the use of each facility. When using these facilities, the student has the responsibility to respect these regulations and to comply with the spirit and intent of the rules governing facility use. Chartered ASTBCC student clubs have free access to facilities unless additional services (custodial, Campus Safety, etc.) are required.

When faced with a situation which he/she determines is likely to or does disrupt the order of the College, threatens the health and welfare of the College community, or that interferes with the ingress and/or egress of persons from College facilities, the College President or designee shall have the authority to:

1. Prohibit the entry of any person or persons, or to withdraw the license or privilege of any person or group of persons to enter or remain upon any portion of a College facility; or
2. Give notice against trespass by any manner specified by law to any person, persons, or group of persons against whom the license or privilege has been withdrawn or who have been prohibited from entering into or remaining within a College facility.

Any student(s) disobeying a directive given by the College President or designee, pursuant to the statements above, shall be subject to disciplinary action and/or criminal trespass laws.

#### I. Right to Student Publications

**Student publications and student press provide for free and responsible discussion of topics and for intellectual exploration. The responsibility for developing, administering and reviewing procedures for the operation of College sponsored student publications is delegated to the Student Publications Committee. Editors are protected from arbitrary suspension and removal due to**



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**editorial policy or content. Editors and staff of student publications are guided by the professional standards of the Oregon Code of Journalistic Ethics, related Oregon Revised Statute and by other state or federal laws.**

## 500.2 CODE OF STUDENT CONDUCT

### A. General Policies

Admission to Tillamook Bay Community College carries with it the presumption that the student will conduct him/herself as a responsible member of the College community. Thus, when a student is admitted to and/or enrolled at Tillamook Bay Community College, the student likewise assumes the obligation to observe standards of conduct which are appropriate to the pursuit of educational goals.

Students shall generally have an opportunity to participate in the formulation of policies and rules pertaining to student conduct and, to the extent legally permitted, in the enforcement of such rules. Tillamook Bay Community College administration and its Board, however, retain the authority to create and enact College policy.

Programs based on contracts with government agencies or external funding sources operated outside of the campus may adopt separate conduct procedures consistent with Tillamook Bay Community College's Code of Student Conduct, the program's goals, and the principle of due process for all parties.

Tillamook Bay Community College may take appropriate disciplinary action when student conduct deemed by the Dean of Instruction and Student Services or designee to be disruptive to the operation of the College, or constitutes one or more of the behaviors identified below.

### B. Violations

Disciplinary action may result from the commission of any of the actions listed herein, or any violation of civil or criminal law while on College property or while engaged in any College activity.

1. Academic cheating or plagiarism or aiding or abetting cheating or plagiarism, which may also result in academic penalties under the College's Academic Integrity Policy.
2. Furnishing false information to the College with the intent to deceive the College or any person or agency.
3. Forgery, alteration, or misuse of College documents, records, or identification cards whether in written or electronic form.

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4. Unauthorized use or access of College electronic communications media, equipment, files, or data or failure to comply with Tillamook Bay Community College Terms of Usage.
5. Abuse, harassment, intimidation, or threatening of a student, staff member, vendor, visitor, or invited guest of the College.
6. Malicious destruction, damage, or misuse of College or private property (including library materials).
7. Theft or conversion of College property.
8. Failure to comply with the lawful directions of College personnel acting in performance of their duties.
9. Unwanted contact or communication of any nature with another student or a staff member after being advised by a College official or the other student that such contact or communication is unwelcome.
10. Any behavior that is disruptive to the educational process of the College as determined by a College official.
11. Interference by force or by violence (or by threat of force or violence) with any administrator, faculty or staff member, or student at the College who is in the discharge or conduct of his/her duties or studies.
12. Possession, consumption, being under the influence, or furnishing of alcoholic beverages (as identified by federal or state law) on College-owned or controlled property or at College or student organization supervised functions, except as provided by rules and procedures of the Tillamook Bay Community College Board of Education.
13. Possession, consumption, being under the influence, or furnishing of any narcotic or dangerous drug, as defined by ORS 475 and ORS 167.203 to 167.252 [as now law or hereinafter amended], except when use or possession is lawfully prescribed by an authorized medical doctor or dentist.
14. Failure to disperse when an assembly is ordered to disperse by College officials.
15. Failure to comply with a notice against trespass.
16. Failure to comply with the following rules regarding firearms and weapons:
  - a. The use, carrying, exhibiting, or displaying of any weapon (as defined by Oregon Revised Statute 161.015), or facsimiles thereof, is prohibited on

Article No.: 500

Approved: December 1, 2008

Reference: Policy 322, ORS 341.290, Catalog

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or in College facilities, except as provided by Oregon law or when approved by College administration for official College activities.

- b. Explosives, incendiary devices, or any facsimiles thereof are prohibited on or in College facilities, except as provided by Oregon law, or when approved by College administration for official College activities.
  - c. The above rules do not apply to equipment or materials owned, used, or maintained by the College, used by the College or under College direction, nor to law enforcement officers or campus security personnel.
17. Violations of published College regulations, including those related to entry and use of College facilities, the rules in this Section, and any other College regulations which may be enacted.
18. Conduct that substantially interferes with the College's educational responsibility of ensuring the opportunity for all members of the College community to attain their educational objectives, or the College's subsidiary responsibilities, which may include, but are not limited to: record-keeping, providing miscellaneous services, and sponsoring out-of-class activities, such as lectures, concerts, athletic events, and social functions.

If a student is charged or convicted of an off-campus violation of the law, the matter shall be no cause for disciplinary action by the College unless there is a reasonable possibility, as determined by the Dean of Instruction and Student Services or designee, that the behavior is substantially likely to disrupt the educational process of the College.

### C. Sanctions

The College Board has directed the College President, pursuant to ORS 341.290, to establish administrative rules to govern the College and its students, and to administer disciplinary action.

Each faculty member is responsible for conduct in class and is authorized to take such steps as are necessary when behavior of a student interrupts the normal class procedure. When behavior is so serious as to result in expulsion from the class, the faculty member may remove the student from class for one day and may also require the student to meet with the instructor and/or Dean of Instruction and Student Services to identify and set conditions for his/her return to the class. Permanent removal of a student from a class or classes may only be imposed by the Dean of Instruction and Student Services or designee pursuant to the provisions of the Code of Student Conduct.

The Dean of Instruction and Student Services or designee may impose the following sanctions for violations of the Code of Student Conduct:

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1. Expulsion from Tillamook Bay Community College (i.e., permanent removal of the privilege to attend Tillamook Bay Community College);
2. Suspension from Tillamook Bay Community College for a definite period of time and/or pending the satisfaction of conditions for re-admission, (i.e., suspension of the privilege to attend Tillamook Bay Community College);
3. Removal from class(es) for which the student is currently registered;
4. Restitution for damages;
5. A specified period of college and/or community service;
6. Disciplinary probation with or without the loss of privileges for a definite period of time. The violation of the terms of the disciplinary probation or the breaking of any College rule during the probation period may be grounds for suspension or expulsion from the College;
7. Disciplinary admonition and warning.
8. Any other sanction the College deems educationally appropriate.

The parents or guardian of any student under 16 years of age who receives a sanction under the Code of Student Conduct shall be notified.

#### D. Disciplinary Due Process Hearing Procedures

In keeping with the educational purposes of the College, disciplinary actions other than those requiring expulsion are intended to be remedial rather than punitive. Often disciplinary proceedings will be conducted informally between the student(s) and the Dean of Instruction and Student Services or designee.

1. Students in violation of institutional regulations or civil or criminal law shall be so informed.
2. During investigation of the charges, the status of the student shall not be altered nor shall his/her right to be present on the campus and to attend classes be suspended except for reasons related to the safety and well-being of students, faculty, staff, or College property, or which relate to or interfere with the orderly operation of the College, as determined by the Dean of Instruction and Student Services or designee.
3. The student has the right to appeal any disciplinary (as distinct from academic) action to the President solely on the basis of alleged procedural violation(s). If a violation is found to have occurred, the President will remand the case to the Dean

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of Instruction and Student Services or designee for reprocessing.

No disciplinary sanction shall be imposed unless the student has been notified of the charges against him/her and the nature and source of the evidence. In cases in which the College does not intend to suspend or expel a student, the source of information may be kept confidential if, in the discretion of the Dean or his/her designee, he/she believes that revealing the source would create a risk of physical or emotional harm to the source, or might otherwise have a chilling effect on enforcement of these rules. A student subject to these sanctions will be allowed to present his/her case to an appropriate College official and to have an advisor of his/her choice present. Advisors are not permitted to present the case but may advise the student.

Both the College and the student may seek legal advice at their own expense, but, to avoid an adversarial situation, neither the College nor the student will be represented by an attorney during any meeting or hearing involving the College and the student. The student may withdraw from College of his/her own volition at any time during the disciplinary process. Disciplinary sanctions may still be assessed, however, if the student withdraws from the College prior to the completion of the disciplinary process, or elects not to participate in disciplinary proceedings.

In cases that are not resolved informally, the Dean of Instruction and Student Services or designee shall use the following hearing procedure:

- Step 1: At an initial conference with the Dean of Instruction and Student Services or designee, the student will be informed verbally and in writing of the charges and the maximum penalty which might result from consideration of the disciplinary matter. The College retains the right, upon learning new information and giving notice to the student, to revise the proposed maximum penalty.
- Step 2: The student must submit all of his/her evidence within 7 calendar days of the initial conference.
- Step 3: After considering the evidence in the case and interviewing persons as appropriate, the Dean of Instruction and Student Services, or designee, may take one of the following actions:
- a. Terminate the proceedings, exonerating the student.
  - b. Dismiss the case after appropriate counseling and advice.
  - c. Impose an appropriate sanction as described above.

The student will be notified in writing of the decision of the Dean of Instruction and Student Services or designee. If the student decides to appeal the decision on the basis of alleged violation of due process, he or she may do so by filing a written appeal with the President or

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designee within 7 calendar days of the decision. The President or designee shall render a decision regarding the alleged violation of due process within 7 calendar days of its filing.

#### E. Readmission after Suspension

A student suspended from the College may be readmitted only on written petition to the Dean of Instruction and Student Services or designee. Petitions must, if applicable, indicate how specific reinstatement conditions have been met and reasons which support reconsideration. The Dean of Instruction and Student Services or designee shall convey his/her decision in writing to the student; and in the case of non-readmission, shall express his/her reasons in writing. The Dean sends a final report to the College President. The decision of the Dean of Instruction and Student Services or designee is final.

#### F. Records

Records of all disciplinary actions shall be kept by the Dean of Instruction and Student Services in accordance with the state archival policies.

### 500.3 ACADEMIC INTEGRITY POLICY

#### A. Introduction

Students of Tillamook Bay Community College are expected to behave as responsible members of the College community and to be honest and ethical in their academic work. Tillamook Bay Community College strives to provide students with the knowledge, skills, judgment, and wisdom they need to function in society as educated adults. To falsify or fabricate the results of one's research; to present the words, ideas, data, or work of another as one's own; or to cheat on an examination corrupts the essential process of higher education.

#### B. Guidelines for Academic Integrity

Students assume full responsibility for the content and integrity of the coursework they submit. The following are guidelines to assist students in observing academic integrity:

1. Students must do their own work and submit only their own work on examinations, reports, and projects, unless otherwise permitted by the instructor. Students are encouraged to contact their instructor about appropriate citation guidelines.
2. Students may benefit from working in groups. They may collaborate or cooperate with other students on graded assignments or examinations as directed by the instructor.
3. Students must follow all written and/or verbal instructions given by instructors or designated college representatives prior to taking examinations, placement

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assessments, tests, quizzes, and evaluations.

Students are responsible for adhering to course requirements as specified by the instructor in the course syllabus.

### C. Forms of Academic Dishonesty

Actions constituting violations of academic integrity include, but are not limited to, the following:

1. **Plagiarism:** the use of another's words, ideas, data, or product without appropriate acknowledgment, such as copying another's work, presenting someone else's opinions and theories as one's own, or working jointly on a project and then submitting it as one's own.
2. **Cheating:** the use or attempted use of unauthorized materials, information, or study aids; or an act of deceit by which a student attempts to misrepresent academic skills or knowledge; unauthorized copying or collaboration.
3. **Fabrication:** intentional misrepresentation or invention of any information, such as falsifying research, inventing or exaggerating data, or listing incorrect or fictitious references.
4. **Collusion:** assisting another to commit an act of academic dishonesty, such as paying or bribing someone to acquire a test or assignment, taking a test or doing an assignment for someone else, or allowing someone to do these things for one's own benefit.
5. **Academic Misconduct:** the intentional violation of college policies, such as tampering with grades, misrepresenting one's identity, or taking part in obtaining or distributing any part of a test or any information about the test.

### D. Penalties for Academic Dishonesty

If a student is found guilty of violating academic integrity, any one or a combination of the following penalties may be imposed by the faculty member:

1. Verbal or written warning.
2. A grade of "F" or "NP" for the assignment, project, or examination.

The following penalty may be imposed by the faculty member only after a hearing conducted by the Dean of Instruction and Student Services:

1. A grade of "F" or "NP" for the course, overriding a student withdrawal from the

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course.

The Dean of Instruction and Student Services may also issue the following disciplinary sanctions, in accordance with the Code of Student Conduct:

1. Disciplinary admonition and warning.
2. Disciplinary probation with or without the loss of privileges for a definite period of time. The violation of the terms of the disciplinary probation or the breaking of any College rule during the probation period may be grounds for suspension or expulsion from the College.
3. Suspension from Tillamook Bay Community College for a definite period of time. (i.e., suspension of the privilege to attend Tillamook Bay Community College).
4. Expulsion from Tillamook Bay Community College (i.e., removal of the privilege to attend Tillamook Bay Community College).

E. Academic Dishonesty Complaint and Hearing Procedures

1. The faculty member observing or investigating the apparent act of academic dishonesty documents the commission of the act, usually by writing down the time, date, place, and a description of the act.
2. The faculty member collects evidence, often by photocopying the plagiarized assignment and creating a paper trail of all that occurs after the alleged act of academic dishonesty. Often the evidence will include various samples of the student's work showing a radical disparity in style or ability.
3. The faculty member provides the student an opportunity to explain the incident.
4. The faculty member explains to the student the procedures and penalties for academic dishonesty and gives the student a copy of the Tillamook Bay Community College Academic Integrity Policy.
5. The faculty member may resolve the matter informally by determining an appropriate course of action, which may include a verbal or written warning, or a grade of "F" or "NP" on an assignment, project, or examination, or no further action. If the accused student contests the faculty member's decision, a hearing with the Dean of Instruction and Student Services (Dean) may be requested in writing to the Dean within 10 days of the time the student is notified of the faculty member's decision. A hearing requested by a student under this section is informally conducted by the Dean, who may take steps he or she deems appropriate to resolve the conflict.
6. If the faculty member wishes to initiate further action (e.g. assign a lower grade or a



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grade of "F" or "NP" for the course), the student is entitled to a hearing with the Dean. The faculty member submits a copy of the Academic Dishonesty Report form and any additional evidence to the Dean within 10 days of the alleged act of academic dishonesty, which initiates the hearing process.

7. Within 10 days of receiving an Academic Dishonesty Report form, the Dean notifies all parties in writing of the date, time and location of the hearing. At the hearing, the student meets with the faculty member and Dean to hear the charges and present his/her side of the case. The student may bring an advisor, who may advise the student but not present the case. If the student misses the hearing, the faculty member and Dean may proceed with the process to completion. The Dean will consider any evidence submitted within seven days of the hearing, and interview persons as warranted. The Dean determines if the action recommended by the faculty member is appropriate.
8. Within 10 days of the hearing, the Dean sends a written notification of the results to the student and faculty member.
9. Within 10 days of the notification, the student may submit a written appeal to the Dean. The decision of the Dean of Instruction and Student Services is final.
10. The Dean sends a final report to the College President. The Dean of Instruction and Student Services may also issue the following disciplinary sanctions, in accordance with the Code of Student Conduct:
  - a. Disciplinary admonition and warning.
  - b. Disciplinary probation with or without the loss of privileges for a definite period of time. The violation of the terms of the disciplinary probation or the breaking of any College rule during the probation period may be grounds for suspension or expulsion from the College.
  - c. Suspension from Tillamook Bay Community College for a definite period of time. (i.e., suspension of the privilege to attend Tillamook Bay Community College).
  - d. Expulsion from Tillamook Bay Community College (i.e., removal of the privilege to attend Tillamook Bay Community College).

**SOURCES**

With permission, contents of this policy were adapted from "Academic Honesty" and "Academic Dishonesty," Oregon State University, Corvallis, Oregon; and "Student Rights & Responsibilities: Scholastic Ethics Code," Pima Community College, Tucson, Arizona.

**500.4 GRIEVANCE PROCEDURE****A. Introduction**

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Students enrolled at Tillamook Bay Community College may use the Grievance Procedure to challenge decisions and/or actions taken by college faculty and staff that are alleged to violate their rights as defined in the College Catalog. This procedure does not apply to any other dispute. Any other complaint about College services, programs, or activities not addressed in the College Catalog or Policy should be put in writing and sent to the Dean of Instruction and Student Services or designee, who will forward it to the appropriate administrator.

Programs based on contracts with government agencies or external funding sources may adopt separate grievance procedures consistent with Tillamook Bay Community College's Grievance Procedure, the program's goals, and the principle of due process for all parties.

The student will be allowed to have an advocate of his/her choice (such as a Tillamook Bay Community College Advisor, or student government representative) present in meetings throughout the grievance process. Advocates are not permitted to present the case, but may advise the student. Both the College and the student may seek legal advice at their own expense; however, neither the College nor the student shall be represented by a lawyer during any grievance meeting or hearing involving the College and the student.

Concerns involving harassment or discrimination by a College staff member on the basis of race, color, religion, sex, sexual orientation, age, national origin, disability, or veteran status should be directed to the College's Affirmative Action Officer. Concerns involving harassment or discrimination by a student on the basis of race, color, religion, sex, sexual orientation, age, national origin, disability, or veteran status should be directed to the Dean of Instruction and Student Services.

## B. Grievance Procedure

### Step 1: Communicate with the Faculty/Staff Member:

- a. The student must directly communicate with the faculty/staff member involved within 30 calendar days of the event that is the subject of the grievance. Otherwise the student forfeits the right to grieve the issue. The student is encouraged to put the grievance in writing, including a specific description of the problem, the reasons the student believes his/her rights have been violated as defined in the College Catalog, and a proposed remedy.

### Step 2: Dean of Instruction and Student Services

- a. In cases where the problem is not resolved through direct communication with the faculty/staff member involved, the student will submit a Grievance Form obtained from the Dean of Instruction and Student Services (Dean), with supporting evidence, to the Dean or designee within 14 calendar days of the communication with the faculty/staff member. The Dean or designee will review the grievance.

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- b. Within 14 calendar days, the Dean will objectively investigate the grievance, consult and share appropriate information with all involved parties, consider relevant evidence, and render a decision in writing to the student and the College President.

Step 3: Appeal to the College President

- a. The student may appeal the decision in Step 2 if (1) Tillamook Bay Community College procedures were not followed or (2) there is relevant evidence that was not available during Step 2. An appeal must be made within 14 calendar days to the College President. The student must submit written justification for further review and provide evidence that there are grounds for the appeal.
- b. The President will objectively investigate how the grievance process was conducted in Step 2, consult with all involved parties, consider relevant evidence that was not available or not considered during Step 2, and render a decision in writing. The decision will be final and not subject to appeal.

C. Reporting, Recording, and Maintaining Records

When the grievance is concluded, all documentation shall be forwarded to the Dean of Instruction and Student Services, who will maintain them in accordance with the state archival policies.

### 500.5 CONSENSUAL RELATIONSHIPS

It is the policy of Tillamook Bay Community College that all employees and students enjoy a positive and productive work and learning environment, free from all forms of discrimination, including sexual harassment. This objective is promoted by professionalism in the relationships that faculty and staff have with students. These relationships are intended to foster free and open exchange of ideas, productive learning, and the work that supports it.

In addition, those who supervise or evaluate the work of students must be perceived to be making their decisions fairly and without favoritism. This responsibility is potentially jeopardized when faculty/staff enter into consensual romantic relationships with their students.

Faculty and staff are cautioned that consensual romantic relationships with their students can prove to be unwise and problematic, and should be avoided. When consensual romantic relationships occur, questions of fairness, favoritism, and coercion arise:

1. Such relationships may undermine the real or perceived integrity of the supervision provided, and the particular trust inherent in the student-faculty relationship.

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2. Relationships in which one party is in a position to review the work, or influence the career of the other may provide grounds for complaint when that relationship appears to give undue access or advantage, restricts opportunities, or creates a hostile and unacceptable environment for others.
3. Such relationships may, moreover, be less consensual than the individual whose position confers power believes. The relationship is likely to be perceived in different ways by each of the parties to it, especially in retrospect. While some relationships may begin and remain harmonious, they are susceptible to being characterized as unprofessional and disrespectful to others.

Therefore, faculty/staff should not engage in consensual romantic relationships with their current students.

If a faculty or staff member has a pre-existing consensual romantic/sexual relationship with a student, the student should be discouraged from enrolling in courses taught by the instructor or entering into work situations in which she/he would be supervised by the staff member. If the student does enroll in the course or work for the staff member, the faculty/staff member should remove him/herself from academic or professional decisions concerning the student.

Should a romantic/sexual relationship between a faculty/staff member and his/her student lead to a sexual harassment charge, the College is obligated to investigate and resolve the charge in accordance with the complaint procedure in the Sexual Harassment Policy (Article 322).

## 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
- High School Vocational Building update
- North and South County Community Education Centers

# Personnel

**RECOMMENDATION**

Approve the renewal of the President's Contract.

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

In March the Board approved President Carnahan's performance appraisal and the extension of his contract. President Carnahan has requested a reduction in his compensation to the same degree the rest of the staff is taking.



# Tillamook Bay

COMMUNITY COLLEGE

May 4, 2009

Tillamook Bay Community College Board of Education  
2510 First Street  
Tillamook, OR 97141

Dear Board Members,

Due to the economic conditions facing the College and its employees, I respectfully request a reduction of my contracted compensation from July 1, 2009 to June 30, 2010, an amount equal in days to that requested of all other contracted management and staff employees.

Thank you for your consideration and support.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon Carnahan".

Jon Carnahan  
President



## Announcements and General Information

### **RECOMMENDATION**

Information only – no action requested.

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

- Foundation Board Update
- Marketing and Branding Report
- Public Budget Committee Meeting, Monday, May 18 at 6:00 p.m. room 9
- Commencement – Friday, June 12, 2009. Please let Sue know if you will be attending.