



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 board meeting open to the public on Monday, September 12, 2011, at 6:30 p.m. in the Central Campus, Room 214, 4301 Third 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, 4301 Third St., Tillamook, Oregon 97141.

Agenda items include, but are not limited to, 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. 1000, at least 48 hours in advance.

DATE NOTICE PUBLISHED: Wednesday, September 7, 2011

TIME NOTICE PUBLISHED: 9:00 a.m.

ATTEST:

Constance C. Green – President

Notice Distribution

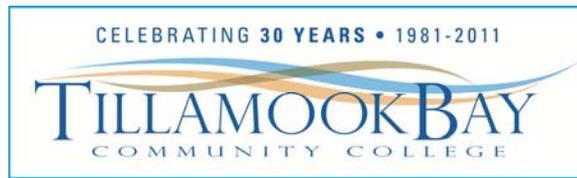
1. TBCC BOARD OF EDUCATION MEMBERS
2. TBCC PUBLIC BUDGET COMMITTEE MEMBERS
3. TBCC WEB SITE
4. TBCC ADMINISTRATORS AND STAFF
5. PORTLAND COMMUNITY COLLEGE PRESIDENT & LIAISON
6. ESD ADMINISTRATOR
7. CCWD COMMISSIONER
8. OCCA EXECUTIVE DIRECTOR

It is the policy of Tillamook Bay Community College and its Board that there will be no discrimination or harassment on the grounds of race, color, sex, marital status, sexual orientation, religion, national origin, age, disability, height/weight ratio, organizational affiliation, or political affiliation in any educational programs, activities or employment. Persons having questions about equal opportunity and nondiscrimination should contact the Dean of Administrative Services at TBCC, 4301 Third Street, Tillamook, Oregon, Room 110, Phone (503) 842-8222, ext. 1020 or TDD (503) 842-2467.

TILLAMOOK BAY COMMUNITY COLLEGE IS AN EQUAL OPPORTUNITY EDUCATOR AND EMPLOYER

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Board of Education Meeting Agenda

Date: Monday, September 12, 2011 **Room #214** **Time:** 6:30 p.m.
 4301 Third Street, Tillamook, Oregon 97141

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	Call to Order • Acknowledge Guests -----	Chair Shaw
2.	Approval of the Agenda -----	(Action) Chair Shaw
3.	Invitation of Public Comment -----	Chair Shaw
	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.	
4.	Approval of the June 20, 2011 Regular and Special Minutes -----	(Action) Chair Shaw
5.	Reports:	
	A. Program/Partner Report: Skills Development Program -----	Dean Gates
	B. Oregon Community College Association Board Report-----	President Green & Director Swain
	C. Financial Report -----	Comptroller Williams
	D. iPads – new application – member clicks -----	President Green
6.	Old Business:	
7.	New Business:	
	A. 2011-2012 Organization, Finance and Legal Designations -----	Dean Ellison
	B. 2012-2013 Budget Development Guidelines-----	Dean Ellison
8.	Standing Business:	
	A. Strategic Planning and Accreditation -----	Dean Gates
	B. Courses and Curricula-----	Dean Gates
	C. Grants and Contracts -----	(Action) Dean Ellison
	D. Board of Education Policy -----	President Green
	E. Facilities-----	Dean Ellison
	F. Capital Construction Projects -----	Exe. Director of the Foundation and College Advancement Carnahan
	G. Personnel -----	President Green
9.	Announcements and General Information -----	President Green
10.	Invitation of Public Comment -----	Chair Shaw
11.	Board Member Discussion Items -----	Chair Shaw
12.	Adjournment -----	(Action) Chair Shaw



Board of Education Special Supplemental Budget Meeting Minutes

June 20, 2011
Central Campus, Board Room
4301 Third St., Tillamook, OR 97141

Directors Present: James McGinnis, Steve Shaw, Deborah Lincoln, Ann Swain, and Craig Wakefield, Bob Weitman and Rose Wharton

Staff Present: Connie Green, Lori Gates, Ron Ellison, Kyra Williams, Sue Owens Michele Burton, and Sheryl Neu

Call to Order:

Chair McGinnis called the meeting to order at 6:30 p.m. and welcomed guests.

Approval of Agenda:

On approval of a motion by Director Weitman and seconded by Director Wharton, it was resolved to approve the agenda as presented.

New Business:

Public Hearing on 2010-2011 Supplemental Budget Resolutions (Agenda Item 3.A)

Comptroller Williams presented Resolution 2010-2011 #5 "Adopting a Supplemental Budget for Fiscal Year 2010-11 and Making Appropriations" which proposes a supplemental budget adjustment of \$214,324 to the general fund; \$103,608 to the Special Fund; \$50,000 to the Enterprise Fund; and \$1,100 to the Agency Fund.

Adjournment (Agenda Item 13)

Chair McGinnis adjourned the meeting at 6:33 p.m.



**Board of Education
Meeting Minutes**

June 20, 2011
Central Campus, Board Room
4301 Third St., Tillamook, OR 97141

Directors Present: James McGinnis, Steve Shaw, Deborah Lincoln, Ann Swain, and Craig Wakefield, Bob Weitman and Rose Wharton

Staff Present: Connie Green, Lori Gates, Ron Ellison, Kyra Williams, Sue Owens, Michele Burton, and Sheryl Neu

Call to Order:

Chair McGinnis called the meeting to order at 6:35 p.m. and welcomed the audience.

Approval of Agenda:

On approval of a motion by Director Lincoln and seconded by Director Weitman, it was resolved to approve the agenda as presented.

Invitation of Public Comment:

There was no public comment at this time.

Approval of Minutes

Chair McGinnis asked for approval of the June 6, 2011 Regular Meeting Minutes. On approval of a motion by Director Wharton and seconded by Director Wakefield, it was resolved to approve the minutes as presented.

New Business:

Adopt Supplemental Budget Resolution to Amend FY 2010-2011 Adopted Budget
(Agenda Item 5.A)

Comptroller Williams shared information on the Supplemental Budget Resolution to Amend FY 2010-2011 Adopted Budget and recommended that the Board authorize Chair McGinnis to sign Resolution 2010-2011 #5 to amend the FY 2010-2011 Adopted Budget.

Chair McGinnis noted on page one, number 4 that the Agency Funds and General Funds didn't reflect the correct amounts in the transfers in and out. The transposition error was noted and a corrected version will be included in the official Board records. Since the error was on page one and not the signature page, it was determined that the document could be signed once approved.

On approval of a motion by Director Wakefield and seconded by Director Weitman, it was resolved to authorize the Board Chair to sign Budget Resolution 2010-2011 #5 to adopt a supplemental budget to amend the FY 2010-2011 Adopted Budget as corrected.

Adoption of 2011-2012 Budget, Make Appropriations and Impose and Categorize Property Taxes
(Agenda Item 5.B)

Dean Ellison presented the information as included in the Board packet and recommended the Board's

approval and to authorize the Board Chair to sign Budget Resolutions 2011-2012 numbers 1 through 3 to adopt the 2011-2012 Budget, make appropriations, and impose and categorize property taxes. Chair McGinnis asked if all the figures balanced to which there was an affirmative response. On approval of a motion by Director Shaw and seconded by Director Wharton, it was resolved to grant said authorization.

Old Business:

Oath of Office: (Agenda Item 6.A)

At the June 6 regular meeting, President Green gave the Oath of Office to the newly elected and re-elected Board members. Director Weitman was absent at that meeting so was sworn into office tonight.

Tuition and Fee Schedule Revision: (Agenda Item 6.B)

Dean Ellison presented the revision of the 2011-2012 Tuition and Fee Schedule for second reading and approval. On an approval of a motion by Director Wharton and seconded by Director Swain, it was resolved to approve the schedule as presented.

Standing Business:

Board of Education Policy (Agenda Item 7.A)

President Green presented Appendices A-1, A-2, B-1, C-1 and C-3 for second reading and approval. She noted there were two changes, those being the addition of the new Executive Director for the Foundation and College Advancement position to Appendix A-1 and the addition of Step 14 on Appendix A-2 which allows a 1/2 step increase for those at the top of the pay scale.

On an approval of a motion by Director Wakefield and seconded by Director Weitman, it was resolved to approve the Appendices as presented.

Capital Construction Projects (Agenda Item 7.B)

In the absence of President Emeritus Carnahan, President Green gave an update on the North and South County centers stating both respective school districts had some issues to be resolved regarding the new facilities from location (Neah-Kah-Nie) to building construction (Nestucca). It is being recommended to wait until the issues are further discussed and resolved before proceeding. President Green stated that she would be meeting with the new Nestucca Valley Superintendent soon and that this would be a topic of conversation.

There was some general discussion regarding the concerns and Chair McGinnis summed up the discussion by sharing that he felt it was wise to hold the projects and that he was sure there would be a resolution eventually.

Personnel: (Agenda Item 7.C)

President Green shared personnel items as noted in the Board Packet and made two recommendations:

1. That the Board approve the Position Description for Executive Director for the Foundation and College Advancement.

On an approval of a motion by Director Shaw and seconded by Director Swain, it was resolved to approve the Position Description for Executive Director for the Foundation and College Advancement.

2. Approve extending President Emeritus Carnahan's leave from June 30, 2011 through July 31, 2011. She elaborated that the increase in his workload precluded him from having adequate opportunity to use his leave as originally anticipated.

On an approval of a motion by Director Wharton and seconded by Director Swain, it was resolved to approve extending President Emeritus Carnahan's leave from June 30, 2011 through July 31, 2011

The Board also acknowledged the appointment of President Emeritus Carnahan to the Executive Director of the Foundation and College Advancement as agreed to with President Green for the betterment of the community and the College Foundation development.

Announcements and General Information (Agenda Item 8)

President Green shared the announcements and general information as included in the Board packet.

Invitation of Public Comment (Agenda Item 9)

Ms. Neu expressed some confusion over Agenda Item 7.C stating that it appeared from the document that President Emeritus Carnahan had been appointed to the position of Director of EDC/SBDC. It was noted that it was a typo and that he had not been appointed to that position.

Board Member Discussion Items (Agenda Item 10)

Director Wakefield shared that the position of Executive Director for the Foundation and College Advancement was a perfect fit for President Emeritus Carnahan and a great way to keep him around TBCC. He added that we had been fortunate to have someone of his caliber come to TBCC to lead us to new levels of maturity and a bright future. President Green added that this move would allow her to focus on the internal workings and accreditation while President Emeritus Carnahan handles the more external affairs of development.

Chair McGinnis noted that this was his last meeting as Board Chair and thanked the Board for the opportunity to serve in this capacity. The other directors and present staff applauded his hard work and leadership.

Directors Lincoln, Swain, Wakefield, Wharton volunteered to help with the Fair. Sue Owens will coordinate with them.

Director Lincoln expressed an interest in attending the New Board Member training and the OCCA Conference. Director Swain stated she'd like to attend the OCCA Conference as well. Sue Owens will handle the arrangements.

Adjournment (Agenda Item 11)

Chair McGinnis adjourned the meeting at 7:20 p.m.

Program Report

RECOMMENDATION

Information only. No action requested.

BACKGROUND INFORMATION ----- Dean Gates

This month our featured program is an update on TBCC's Skills Development Program. Program Faculty, Jennifer Vaughn will be on hand to share information on the program.



Oregon Community College Association Board Report

RECOMMENDATION

Information only – no action requested.

BACKGROUND INFORMATION ----- President Green and Director Swain

The Oregon Community College Association Conference is October 27-29 at Salishan Resort. The conference will kick off with a session sure to get you thinking about that new perspective. **Donna Zajonc** will open the conference by helping you *broaden your leadership perspective*. Throughout the course of the conference board members will be challenged to look at every aspect of community college life from budgets to student success to – you name it – and walk away with that “new perspective” for your particular college and your particular community. **Dennis Jones** will talk about how to move closer to completion. **Dr. Katherine Boswell** will close with a session detailing the *10 educational public policy issues* topping the list so you can be prepared for the road ahead. And in between you’ll hear from legislators about the 2011 session and what to expect in the coming years- learn about how Oregon’s community colleges are defining their own new perspectives -and spend some time reviewing board development issues.

This summer OCCA executive director Andrea Henderson was active with the Governor’s redesign of Education from birth through graduate school. This group was called Learn works. *Learn Works* was a group of 30 Oregonians asked to commit roughly 3,000 hours during the month of August to develop the architecture for the work laid out in SB 909. The group presented its proposed designs to an audience of stakeholders including business and industry, PK-20 educators (including Commissioner Preus and Chancellor Pernsteiner), and members of the legislature on August 25, 2011 during their *Final Tollgate Program* held in Portland.

Learn Works recommended that “in order to reach sustained and transformational change Oregon’s education system must include new policies and infrastructures that incorporate the following elements:”

- Proficiency-based Teaching and Learning
- System Level Learning Environments
- Education Data Systems
- Partnership Investments

Over the next several months OCCA will provide policy questions for boards to discuss on these topics.



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.C. Attachment #1
Tillamook Bay Community College
Unaudited Summary Financial Information
General Fund
Fiscal Year-to-Date Ended July 2011
8.33% of fiscal year elapsed

	FY 2010-2011			FY 2011-2012		
	Annual Budget	07/31/10 Actual	Percentage of Budget	Annual Budget	07/31/11 Actual	Percentage of Budget
Resources						
Beginning Fund Balance	\$ 1,130,471	\$ 1,081,964.71	95.71%	\$ 982,678	\$ 836,680.72	85.14%
State	\$ 807,629	\$ -	0.00%	\$ 865,821	\$ -	0.00%
Property Taxes	\$ 971,401	\$ -	0.00%	\$ 1,020,018	\$ -	0.00%
Timber Taxes	\$ 302,579	\$ -	0.00%	\$ -	\$ -	0.00%
Local Contract	\$ 22,900	\$ -	0.00%	\$ 25,000	\$ -	0.00%
Tuition	\$ 635,539	\$ 77,808.00	12.24%	\$ 866,666	\$ 85,751.96	9.89%
Fees	\$ 146,174	\$ 13,772.00	9.42%	\$ 179,639	\$ 15,257.00	8.49%
Sale of Goods	\$ 3,500	\$ 215.00	6.14%	\$ 3,000	\$ 585.00	19.50%
Interest	\$ 5,000	\$ 436.71	8.73%	\$ 4,000	\$ 355.87	8.90%
Rental	\$ 500	\$ -	0.00%	\$ 6,500	\$ -	0.00%
Miscellaneous	\$ 8,000	\$ 40.65	0.51%	\$ 7,500	\$ 3.00	0.04%
Transfers	\$ 76,500	\$ 47,367.59	61.92%	\$ 473,174	\$ 95,834.25	20.25%
Repayment of Short-Term Loan	\$ 69,625	\$ -	0.00%	\$ -	\$ -	0.00%
Total resources	\$ 4,179,818	\$ 1,221,604.66	29.23%	\$ 4,433,996	\$ 1,034,467.80	23.33%
Expenditures						
Instruction	\$ 1,015,308	\$ 59,994.12	5.91%	\$ 1,439,310	\$ 52,462.60	3.64%
Instructional Support	\$ 378,626	\$ 25,222.37	6.66%	\$ 414,559	\$ 28,634.03	6.91%
Student Services	\$ 290,657	\$ 21,503.37	7.40%	\$ 356,831	\$ 23,173.04	6.49%
College Support	\$ 1,160,226	\$ 148,769.46	12.82%	\$ 1,076,027	\$ 184,062.18	17.11%
Plant Operation	\$ 413,112	\$ 30,467.60	7.38%	\$ 379,582	\$ 32,279.86	8.50%
Transfers	\$ 346,600	\$ 257,495.00	74.29%	\$ 266,600	\$ 159,683.08	59.90%
Contingency	\$ 50,000	\$ -	0.00%	\$ 50,000	\$ -	0.00%
Total expenditures	\$ 3,654,529	\$ 543,451.92	14.87%	\$ 3,982,909	\$ 480,294.79	12.06%
Ending fund balance	\$ 525,289	\$ 678,152.74	129.10%	\$ 451,087	\$ 554,173.01	122.85%

Agenda Item 5.C. Attachment #2
Tillamook Bay Community College
Unaudited Summary Financial Information (Modified Accrual Basis)
Fiscal Year-to-Date Ended July 2011

	Fund No.	Beginning Working Capital	2011-2012 Revenue	2011-2012 Expenditures	Ending Working Capital	2011-2012 Spendable Budget	2010-2011 Prior Year Expenditures
Adult Basic Education	210	\$ -	\$ -	\$ 4,141.22	\$ (4,141.22)	\$ 46,000	\$ 3,380.83
Tutor Grant	211	\$ -	\$ -	\$ 1,121.24	\$ (1,121.24)	\$ 13,000	\$ 1,062.54
Sprint Yellow Pages Literacy Grant	215	\$ 2,498.62	\$ -	\$ -	\$ 2,498.62	\$ 1,500	\$ 1.22
United Way Literacy Grant	216	\$ 6,470.26	\$ -	\$ -	\$ 6,470.26	\$ 2,000	\$ 100.00
Learning Standards Grant	219	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Green LMI Implementation Grant	224	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pathways Grant	225	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ 2,749.84
Industrial Maintenance Tech	226	\$ 35,374.03	\$ -	\$ 770.48	\$ 34,603.55	\$ 138,200	\$ -
OYA Instruction Contract	227	\$ -	\$ -	\$ 2,194.66	\$ (2,194.66)	\$ 56,300	\$ 2,831.75
SESP Oregon Green Tech Certificate	228	\$ -	\$ -	\$ -	\$ -	\$ 37,107	\$ -
OYA Instruction Supplemental Contract	229	\$ -	\$ -	\$ 1,574.06	\$ (1,574.06)	\$ -	\$ -
SBDC Federal Grant	230	\$ -	\$ -	\$ 2,150.09	\$ (2,150.09)	\$ 30,250	\$ 2,704.74
SBDC State Grant	231	\$ -	\$ -	\$ 2,467.63	\$ (2,467.63)	\$ 24,804	\$ 2,372.07
SBDC Program Income	232	\$ 12,432.20	\$ -	\$ -	\$ 12,432.20	\$ 7,653	\$ -
SBDC - EDC Fund	235	\$ -	\$ -	\$ 6,380.59	\$ (6,380.59)	\$ 100,620	\$ 7,275.77
SBDC USDA RBEG	236	\$ -	\$ -	\$ -	\$ -	\$ 8,000	\$ -
TEC Vocational Education Grant	240	\$ -	\$ -	\$ -	\$ -	\$ 18,000	\$ -
TEC Perkins Reserve Fund	243	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TEC Perkins Basic Grant	244	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Student Assistance	250	\$ 1,972.89	\$ -	\$ 340.00	\$ 1,632.89	\$ 2,500	\$ -
Work Keys Mini Grant	251	\$ 1,732.72	\$ -	\$ -	\$ 1,732.72	\$ 800	\$ -
Bay City Rental	260	\$ 3,490.13	\$ -	\$ -	\$ 3,490.13	\$ -	\$ 963.41
Career Readiness Certificate	270	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
First Term to First Year Persistence	271	\$ 3,987.29	\$ -	\$ -	\$ 3,987.29	\$ -	\$ -
Statewide Distance Learning System Development	272	\$ 36,118.78	\$ -	\$ 10,820.43	\$ 25,298.35	\$ -	\$ -
Capital Depreciation & Maintenance Fund	290	\$ 1,049,862.39	\$ 415.70	\$ -	\$ 1,050,278.09	\$ 60,000	\$ -
Timber Tax Reserve Fund	291	\$ -	\$ -	\$ -	\$ -	\$ 283,204	\$ -
Strategic Initiative Fund	295	\$ 1,476,022.49	\$ 606.57	\$ 94,611.00	\$ 1,382,018.06	\$ 94,611	\$ 46,200.00
Capital Construction Due Diligence Grant	296	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Special Fund		\$ 2,629,961.80	\$ 1,022.27	\$ 126,571.40	\$ 2,504,412.67	\$ 964,549	\$ 69,642.17

Schedule of Special Fund borrowing from General Fund

	Ending Working Capital	Less Accounts Receivable	Add Liabilities	Ending Cash Balance 7/31/2011
Total of Grants that borrow from the General Fund	\$ (20,029.49)	\$ 99,494.72	\$ -	\$ (119,524.21)
Total of Grants that are not borrowing from the General Fund	\$ 2,524,442.16	\$ 71.25	\$ -	\$ 2,524,370.91
Total Special Fund	\$ 2,504,412.67	\$ 99,565.97	\$ -	\$ 2,404,846.70

	Fund No.	Beginning Working Capital	2011-2012 Revenue	2011-2012 Expenditures	Ending Working Capital	2011-2012 Spendable Budget	2010-2011 Prior Year Expenditures
Community Education	310	\$ 931.43	\$ 295.00	\$ -	\$ 1,226.43	\$ 7,695	\$ 180.67
Bookstore	320	\$ 47,113.76	\$ 211.40	\$ 3,093.31	\$ 44,231.85	\$ 204,286	\$ 3,675.21
Customized Training Projects	330	\$ 11,487.32	\$ -	\$ 201.25	\$ 11,286.07	\$ 10,826	\$ -
Culinary & Hospitality Program	340	\$ 1,850.08	\$ 201.70	\$ 17.40	\$ 2,034.38	\$ 8,275	\$ -
Total Enterprise Fund		\$ 61,382.59	\$ 708.10	\$ 3,311.96	\$ 58,778.73	\$ 231,082	\$ 3,855.88
PERS Pension Bond Fund	410	\$ 12,024.61	\$ 9,000.29	\$ 1,600.00	\$ 19,424.90	\$ 104,637	\$ 1,600.00
General Obligation Bond Fund	420	\$ (5,083.45)	\$ 8.55	\$ -	\$ (5,074.90)	\$ 651,838	\$ -
Total Debt Service Fund		\$ 6,941.16	\$ 9,008.84	\$ 1,600.00	\$ 14,350.00	\$ 756,475	\$ 1,600.00
Building Reserve Fund	510	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Campus Construction Fund - GO Bonds	520	\$ 1,898,457.53	\$ 808.42	\$ 3,372.42	\$ 1,895,893.53	\$ 996,000	\$ 8,152.73
Campus Construction Fund - State Match	530	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
THS Vocational Bldg Remodel - Stimulus	540	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Capital Projects Fund		\$ 1,898,457.53	\$ 808.42	\$ 3,372.42	\$ 1,895,893.53	\$ 996,000	\$ 8,152.73
Associated Students of TBCC	710	\$ 3,687.00	\$ 682.80	\$ -	\$ 4,369.80	\$ 8,300	\$ 240.00
Phi Theta Kappa Honorary Society Fund	720	\$ 267.18	\$ 246.00	\$ 71.64	\$ 441.54	\$ 5,275	\$ 673.50
Total Agency Fund		\$ 3,954.18	\$ 928.80	\$ 71.64	\$ 4,811.34	\$ 13,575	\$ 913.50
Tuition Waivers	831	\$ 13,379.00	\$ 21,000.00	\$ 1,714.50	\$ 32,664.50	\$ 21,000	\$ -
Board Scholarships	832	\$ 127,374.87	\$ 100,000.00	\$ 1,275.00	\$ 226,099.87	\$ 123,525	\$ 2,160.00
Institutional Work Study	833	\$ 594.75	\$ 29,000.00	\$ 1,118.89	\$ 28,475.86	\$ 29,000	\$ 958.25
Foundation Scholarships	834	\$ -	\$ -	\$ 2,212.75	\$ (2,212.75)	\$ 100,000	\$ -
Non-Institutional Scholarships	840	\$ 3,034.25	\$ 166.00	\$ 679.50	\$ 2,520.75	\$ 35,000	\$ 671.75
Total Financial Aid Fund		\$ 144,382.87	\$ 150,166.00	\$ 7,000.64	\$ 287,548.23	\$ 308,525	\$ 3,790.00

Agenda Item 5.C - Attachment #3

Tillamook Bay Community College

Summary Financial Information - Cash Status

Preliminary for Fiscal Year-to-Date Ended July 2011

8.33% 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)		\$ 776,303			\$ 2,504,288			\$ 1,126			\$ 27,746	
Beginning Fund Balance	\$ 982,678	\$ 836,681	85.14%	\$ 2,487,093	\$ 2,629,962	105.74%	\$ 2,500	\$ 931	37.24%	\$ 30,000	\$ 47,114	157.05%
Resources												
State Aid	\$ 865,821	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Grants and Contracts	\$ 25,000	\$ -	0.00%	\$ 826,211	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Tuition and Fees	\$ 1,046,305	\$ 101,009	9.65%	\$ 5,000	\$ -	0.00%	\$ 7,000	\$ 295	4.21%	\$ -	\$ -	0.00%
Local Taxes	\$ 1,020,018	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Timber	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Sale of Goods	\$ 3,000	\$ 585	19.50%	\$ 1,000	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 200,000	\$ 211	0.11%
Interest	\$ 4,000	\$ 356	8.90%	\$ 10,500	\$ 1,022	9.73%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Rental	\$ 6,500	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Miscellaneous	\$ 7,500	\$ 3	0.04%	\$ 2,000	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 1,000	\$ -	0.00%
Repayment of Short-Term Loans	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Transfers	\$ 473,174	\$ 95,834	20.25%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Total Revenues	\$ 3,451,318	\$ 197,787	5.73%	\$ 844,711	\$ 1,022	0.12%	\$ 7,000	\$ 295	4.21%	\$ 201,000	\$ 211	0.10%
Expenditures												
Salaries and Wages	\$ 2,633,878	\$ 168,643	6.40%	\$ 393,605	\$ 16,318	4.15%	\$ 4,725	\$ -	0.00%	\$ 43,077	\$ 3,596	8.35%
Operating Expenditures	\$ 976,431	\$ 124,610	12.76%	\$ 108,135	\$ 14,577	13.48%	\$ 2,450	\$ -	0.00%	\$ 158,050	\$ (651)	-0.41%
Capital Outlay	\$ 56,000	\$ 27,359	48.86%	\$ 8,000	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Debt Service	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Transfers	\$ 266,600	\$ 159,683	59.90%	\$ 468,235	\$ 95,676	20.43%	\$ 520	\$ -	0.00%	\$ 2,159	\$ 148	6.86%
Repayment of Short-Term Loans	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Other budgetary accounts (Note 2)	\$ 50,000	\$ -	0.00%	\$ 2,313,029	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 1,000	\$ -	0.00%
Total expenditures	\$ 3,982,909	\$ 480,295	12.06%	\$ 3,291,004	\$ 126,571	3.85%	\$ 7,695	\$ -	0.00%	\$ 204,286	\$ 3,093	1.51%
Ending Fund Balance	\$ 451,087	\$ 554,173		\$ 40,800	\$ 2,504,413		\$ 1,805	\$ 1,226		\$ 26,714	\$ 44,232	
Adjustments to bring Ending Fund Balance to Ending Cash Balance												
Assets												
Receivables		\$ 220,732			\$ 99,566			\$ -			\$ -	
Inventories		\$ 1,698			\$ -			\$ -			\$ 20,655	
NET EFFECT ON CASH		\$ (222,430)			\$ (99,566)			\$ -			\$ (20,655)	
Liabilities												
Accounts Payable		\$ 83,941			\$ -			\$ -			\$ -	
Unearned Revenue (Note 3)		\$ 76,660			\$ -			\$ -			\$ -	
Payroll		\$ 96,377			\$ -			\$ -			\$ 3,796	
NET EFFECT ON CASH		\$ 256,978			\$ -			\$ -			\$ 3,796	
NET ADJUSTMENTS		\$ 34,548			\$ (99,566)			\$ -			\$ (16,859)	
ENDING CASH BALANCE		\$ 588,721			\$ 2,404,847			\$ 1,226			\$ 27,373	

Agenda Item 5.C - Attachment #3
 Tillamook Bay Community College
 Summary Financial Information - Cash Status
 Preliminary for Fiscal Year-to-Date Ended July 2011
 8.33% of Budget Period Expended

	Enterprise Fund - Customized Training			Enterprise Fund - Culinary & Hospitality			Debt Service Funds			Capital Projects Funds		
	Budget	Actual	%	Budget	Actual	%	Budget	Actual	%	Budget	Actual	%
Beginning Cash Balance (Note 1)		\$ 10,103			\$ 1,785			\$ (2,160)			\$ 1,898,458	
Beginning Fund Balance	\$ -	\$ 11,487	0.00%	\$ 3,000	\$ 1,850	0.00%	\$ 4,000	\$ 6,941	173.53%	\$ 1,900,000	\$ 1,898,458	99.92%
Resources												
State Aid	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Grants and Contracts	\$ 10,826	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Tuition and Fees	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Local Taxes	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 650,988	\$ -	0.00%	\$ -	\$ -	0.00%
Timber	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Sale of Goods	\$ -	\$ -	0.00%	\$ 5,275	\$ 202	3.83%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Interest	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 900	\$ 9	1.00%	\$ 7,500	\$ 808	10.77%
Rental	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Miscellaneous	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Repayment of Short-Term Loans	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Transfers	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 110,000	\$ 9,000	8.18%	\$ -	\$ -	0.00%
Total Revenues	\$ 10,826	\$ -	0.00%	\$ 5,275	\$ 202	3.83%	\$ 761,888	\$ 9,009	1.18%	\$ 7,500	\$ 808	10.77%
Expenditures												
Salaries and Wages	\$ 6,316	\$ 191	3.02%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 34,080	\$ 2,176	6.38%
Operating Expenditures	\$ 4,170	\$ -	0.00%	\$ 8,275	\$ 17	0.21%	\$ 1,600	\$ 1,600	100.00%	\$ 960,000	\$ 1,196	0.12%
Capital Outlay	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Debt Service	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 754,875	\$ -	0.00%	\$ -	\$ -	0.00%
Transfers	\$ 340	\$ 10	2.94%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 1,920	\$ -	0.00%
Repayment of Short-Term Loans	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Other budgetary accounts (Note 2)	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Total expenditures	\$ 10,826	\$ 201	1.86%	\$ 8,275	\$ 17	0.21%	\$ 756,475	\$ 1,600	0.21%	\$ 996,000	\$ 3,372	0.34%
Ending Fund Balance	\$ -	\$ 11,286		\$ -	\$ 2,035		\$ 9,413	\$ 14,350		\$ 911,500	\$ 1,895,894	
Adjustments to bring Ending Fund Balance to Ending Cash Balance												
Assets												
Receivables		\$ 1,384			\$ -			\$ 51,012			\$ -	
Inventories		\$ -			\$ -			\$ -			\$ -	
NET EFFECT ON CASH		\$ (1,384)			\$ -			\$ (51,012)			\$ -	
Liabilities												
Accounts Payable		\$ -			\$ -			\$ -			\$ -	
Unearned Revenue (Note 3)		\$ -			\$ -			\$ 47,374			\$ -	
Payroll		\$ -			\$ -			\$ -			\$ -	
NET EFFECT ON CASH		\$ -			\$ -			\$ 47,374			\$ -	
NET ADJUSTMENTS		\$ (1,384)			\$ -			\$ (3,638)			\$ -	
ENDING CASH BALANCE		\$ 9,902			\$ 2,035			\$ 10,712			\$ 1,895,894	

Agenda Item 5.C - Attachment #3
 Tillamook Bay Community College
 Summary Financial Information - Cash Status
 Preliminary for Fiscal Year-to-Date Ended July 2011
 8.33% of Budget Period Expended

	Agency Fund			Financial Aid Fund		
	Budget	Actual	%	Budget	Actual	%
Beginning Cash Balance (Note 1)		\$ 3,954			\$ 144,383	
Beginning Fund Balance	\$ 2,000	\$ 3,954	197.70%	\$ 145,285	\$ 144,383	0.00%
Resources						
State Aid	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Grants and Contracts	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Tuition and Fees	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Local Taxes	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Timber	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Sale of Goods	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Interest	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Rental	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Miscellaneous	\$ 6,300	\$ 246	3.90%	\$ 133,000	\$ 166	0.12%
Repayment of Short-Term Loans	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Transfers	\$ 6,600	\$ 683	10.35%	\$ 150,000	\$ 150,000	100.00%
Total Revenues	\$ 12,900	\$ 929	7.20%	\$ 283,000	\$ 150,166	53.06%
Expenditures						
Salaries and Wages	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Operating Expenditures	\$ 13,575	\$ 72	0.53%	\$ 308,525	\$ 7,001	2.27%
Capital Outlay	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Debt Service	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Transfers	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Repayment of Short-Term Loans	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Other budgetary accounts (Note 2)	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Total expenditures	\$ 13,575	\$ 72	0.53%	\$ 308,525	\$ 7,001	2.27%
Ending Fund Balance	\$ 1,325	\$ 4,811		\$ 119,760	\$ 287,548	
Adjustments to bring Ending Fund Balance to Ending Cash Balance						
Assets						
Receivables		\$ -			\$ -	
Inventories		\$ -			\$ -	
NET EFFECT ON CASH		\$ -			\$ -	
Liabilities						
Accounts Payable		\$ -			\$ -	
Unearned Revenue (Note 3)		\$ -			\$ -	
Payroll		\$ -			\$ -	
NET EFFECT ON CASH		\$ -			\$ -	
NET ADJUSTMENTS		\$ -			\$ -	
ENDING CASH BALANCE		\$ 4,811			\$ 287,548	

\$ 5,233,069

Cell: A10

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

Cell: A35

Comment: Note 2. Contingency in the General Fund and Enterprise Fund and Reserves in Special Fund.

Cell: A49

Comment: Note 3. Assessed but unreceived property taxes and deferred tuition and fees when applicable.

iPad Application

RECOMMENDATION

Information only – no action requested.

BACKGROUND INFORMATION----- President Green

The Board's move to electronic docket and the use of applications begins with the September 2011 meeting. Each meeting for the next several months new applications or uses of current applications will be presented. The September focus will be on "Member Clicks."



2011-2012 Organization, Finance and Legal Designations

RECOMMENDATION

Resolve to approve the 2011-2012 organization, finance, and legal designations as listed below.

BACKGROUND INFORMATION ----- Dean Ellison

1. Designate Clerk, Deputy Clerk, Secretary

Move that President Connie Green be designated Clerk, Dean of Administrative Services Ron Ellison be designated Deputy Clerk, and Sue Owens be designated Board Secretary for the 2011-2012 Fiscal Year. (O.R.S. 332.515)

2. Authorize Bonding of District Employees

Move that bonding for the 2011-2012 Fiscal Year be in the amount of \$100,000 per loss for Public Employee Dishonesty Coverage and Faithful Performance of Duty, which includes broad crime coverage for all employees, non-compensated officers, and directors.

3. Designate Depositories for TBCC Funds

Move that the Tillamook branches of the U.S. National Bank, Wells Fargo Bank, and Sterling Savings Bank be authorized for depositories for any and all funds received and/or invested on behalf of TBCC during 2011-2012; and that the State of Oregon investment pool is authorized as a depository for District funds during the 2011-2012 Fiscal Year. (O.R.S. 328.441 and 294.805 to 294.895)

4. Authorize Investment of TBCC Funds

Move that the President/Clerk, or Dean of Administrative Services/Deputy Clerk, as governed by TBCC Policy, and in the manner specified in Oregon Law, be authorized to invest funds on behalf of Tillamook Bay Community College during the 2011-2012 Fiscal Year. The Clerk or Deputy Clerk may delegate this authority in writing to the Comptroller, Kyra Williams, at such times and to such extent as the Clerk or Deputy Clerk determine to be necessary or desirable.

5. Authorize General Fund Borrowing

Move that the President/Clerk, be authorized to borrow an amount not to exceed \$250,000 from the General Fund to meet cash flow needs of the Special Fund and Enterprise Fund.

6. Authorize Payrolls

Move that approval be granted for payment of District Payroll Accounts when due as governed by fiscal policies for the 2011-2012 Fiscal Year.

7. Authorize Accounts Payable

Move that approval be granted for payment of District Accounts Payable when due as governed by fiscal policies for the 2011-2012 Fiscal Year.

8. Name the Budget Officer



Move that the Dean of Administrative Services/Deputy Clerk, be named Budget Officer for Budget Year 2012-2013. (O.R.S. 294.331)

9. Grant Authority to Sign and Administer Federal and State Grant Funds

Move that the President/Clerk, or the Dean of Administrative Services/Deputy Clerk, be authorized to sign Federal and State project forms and administer the programs on behalf of the District for projects authorized by the Board for the 2011-2012 Fiscal Year. The President/Clerk or Dean of Administrative Services/Deputy Clerk may delegate this authority in writing to the Comptroller, Kyra Williams, at such time or times and to such extent as the President/Clerk or Dean of Administrative Services/Deputy Clerk determines the delegation necessary or desirable.

10. Establish Public Contract Review Board

Move that the Board of Directors act as the Contract Review Board for the District for the 2011-2012 Fiscal Year, approve the Local Contract Review Board Rules, and delegate this authority to the President/Clerk for contracts not exceeding \$25,000. (O.R.S. 279.055)

11. Establish Reimbursement Rate for Personal Car Mileage While Conducting College Business

Move that the reimbursement rate for authorized personal car mileage conform to the Internal Revenue Service rate.

12. Establish Reimbursement Rates for Meals and Lodging

Move that the reimbursement rate for lodging and meals be established at actual cost.

13. Authorize Write-off of Accounts Receivables

Move that the President/Clerk, and Dean of Administrative Services/Deputy Clerk, be authorized to write-off individual accounts receivable determined uncollectible after all reasonable collection efforts have been exhausted in amounts not to exceed \$1,000.

14. Establish Petty Cash Accounts

Move that a Petty Cash account in the amount shown for the 2011-2012 Fiscal Year be established for the purpose of reimbursement of individuals or for small, immediate purchases. An initial amount as designated below shall be maintained upon receipt verification as needed.

Business Office	\$ 100.00
Custodian	Kyra Williams

15. Authorize Acquisition of Federal Surplus Property

Move that the President/Clerk and Dean of Administrative Services/Deputy Clerk be authorized as representatives of Tillamook Bay Community College to acquire Federal surplus property from the Oregon State Agency for surplus property.

16. Authorize Check Signatures.

Authorize the President/Clerk; Dean of Administrative Services/Deputy Clerk; or Dean of Instructional Services; be authorized to sign checks of less than \$5,000; and for checks of \$5,000 and over, two signatures of the following three individuals: the President/Clerk; the Dean of



Administrative Services/Deputy Clerk; or the Dean of Instructional Services, be authorized/required.

17. Designation of Auditor

Move to approve continuing contract of Kenneth Kuhns & Co. as auditor for 2010-2011 Fiscal Year audit performed during 2011-2012.

18. Designation of Legal Counsel

Move to approve Christopher Kittell as general legal counsel and Kathy Peck as personnel legal counsel.

19. Designation of Insurance Agent of Record

Move to approve Jeff Hurliman as insurance agent of record.

20. Credit Cards Authorization

Move to approve use of credit cards for authorized purchases and travel expenses (unauthorized use will require reimbursement to college) for the following:

Name	Credit Limit
President	\$2,500
Dean of Instructional Services	\$2,500
Dean of Administrative Services	\$2,500
Executive Director, TBCC Foundation	\$2,500
Comptroller	\$2,500
Executive Secretary	\$2,500
Business Office Specialist (A/P, Purchasing)	\$10,000



2012-2013 Budget Development Guidelines

RECOMMENDATION

Information only – no action requested.

BACKGROUND INFORMATION ----- Dean Ellison

Budget Development Guidelines and Calendar are presented for Board review and comment. In October, the Board will be asked to approve the Guidelines and Calendar so that orderly planning for the 2012-2013 Budget may commence.

The Proposed 2012-2013 Budget Development Guidelines are broad in scope and designed to provide policy direction for preparation of the budget. A table is provided that correlates the Guidelines with our Mission and Board approved goals.



2012-2013 Budget Development Guidelines

Guideline	Gloss ¹
Assessment and Planning: Financially support comprehensive planning and assessment activities leading to continuous improvement in fulfilling the College's mission, core themes, and strategic initiatives.	Determining the short, intermediate, and long-range goals, objectives, and activities necessary to fulfill the College's mission and core themes in a continuously improving manner is essential to meet the expectations of those TBCC is charged to serve.
Educational Program Support: Direct the highest levels of financial support to those programs and courses with a demonstrated potential for growth in the following priority order: (1) degree and certificate programs, (2) other credit courses, (3) reimbursable non-credit programs and courses, (4) non-reimbursable. If resources are not sufficient to fund all existing programs, exit them in reverse priority order.	This guideline addresses a key principle: to remain viable, resources must be invested where they will provide the best return. It also acknowledges TBCC's roles as a comprehensive community college with support for core themes of Collegiate and General Education, Workforce Development, Developmental Education, and Community Enrichment.
Educational Program Equipment: Give priority to maintaining up-to-date instructional technology and training equipment.	In today's highly technological society, students trained on modern equipment are afforded the highest opportunity for success. In addition, the competitive nature of the higher education industry places an institution that does not maintain up-to-date training equipment at a significant disadvantage.
Facilities: Maintain current facilities and acquire facilities necessary to achieve mission, core themes, and strategic initiatives.	<p>TBCC recently completed several capital construction projects including: the new central campus building, and a new technical training center in remodeled Tillamook School District facilities. Our new facilities are expected to fully support the institution and the students it serves and allow TBCC to better fulfill its mission, goals, and strategic plans.</p> <p><i>The 2011-2012 budget will include effort for further development of plans to construct the College's North and South County satellite learning centers.</i></p> <p><i>The 2012-2013 budget will include effort for the continued development of facilities to support programs in North and South County satellite learning Centers.</i></p>
Technological Resources: Provide computing and other technological resources leading to enriched educational opportunities for students and enhanced management information systems.	Information technologies are expanding at a phenomenal pace. Developing and maintaining a technological infrastructure to support information technologies is a paramount objective of progressive institutions of higher education. To serve the best interests of students, and to meet the information and accountability demands of the public, TBCC must establish a long-term financial commitment to this objective.
Faculty and Staff Development: Encourage faculty and staff development and training.	The professional staff is the single most consequential resource of the College. Maintaining this resource by supporting a process that encourages renewal of professional development and training is essential.
Staff Remuneration: Adjust salary levels to reflect, at a minimum, a constant value equivalent with 2008-2009 2011-2012 salary levels after accounting for inflation. Within the constraints imposed by fiscal and other limitations, adjust salaries to a level reflective of the median average of the rural community colleges in Oregon.	A key to attracting and keeping outstanding professional staff is to maintain remuneration at levels competitive with those offered by other similar community college employment opportunities in Oregon.
Student Tuition and Fees: Within the constraints imposed by fiscal and other limitations, target movement of general tuition and fees to a level generally equivalent to those of Oregon's other community colleges and not exceeding those of our contracting college.	Community colleges are colleges of the people. Providing access to TBCC's educational offerings is a concept intrinsic to the foundation of the College's mission. Targeting tuition and fees to level reflective of neighboring and statewide institutions ensures maintenance of this objective.



Board-Approved Mission Statement

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

Board-Approved Core Themes

Collegiate and General Education
Workforce Development
Developmental Education
Community Enrichment

Board-Approved Vision Statement

The College, in partnership with the community, strives to be a center for educational excellence that provides access to lifelong learning; bridges to opportunity; an environment for innovation and intellectual pursuits; and leadership in the economic, cultural, and intellectual evolution of our community.

¹ Explanation of logic supporting the implementation of Budget Development Guidelines. The gloss is meant to elucidate, not substitute for, the Guideline.



Tillamook Bay Community College 2012-2013 Budget Schedule

	Time Line	Personnel	T a s k s
1.	September 12, 2011	College Board of Education	Appoint College Dean of Administrative Services as Budget Officer
2.	September 12 through October 3, 2011	College Board of Education	Review and Refine Budget Development Guidelines
3.	October 3, 2011	College Board of Education	Approve Budget Development Guidelines and Schedule
4.	January 4 through January 21, 2012	Budget Administrators Budget Coordinators	Identify Budget Coordinator and Budget Administrator positions. Review forms and processes for improvement. Complete training for all Budget Administrators and Budget Coordinators. Training provided at team level when requested. Training to include forms and process.
5.	January 16, 2012	Budget Administrators	Target date to distribute 2012-2013 budget worksheets.
6.	January 16 through February 10, 2012	Budget Administrators Budget Coordinators Budget Teams	Budget Administrators work with Budget Coordinators and Department Budget Teams to prepare recommendations for the 2012-2013 budget along with supporting material. Consult with Dean of Administrative Services for needed information.
7.	February 6, 2012	College Board of Education	Appoint Public Budget Committee members as needed.
8.	February 10, 2012	Budget Administrators	Budget Administrators send budget worksheets to the Dean of Administrative Services for compiling document.
9.	February 17, 2012		Consumer Price Index Available for calculating cost of living
10.	February 17, 2012	Dean of Administrative Services	Deadline to complete 2012-2013 revenue projection assumptions.
11.	February 17 through March 5, 2012	Budget Officer Budget Administrators	Meet to review and discuss budget proposals and work on balancing budget.
12.	February 27 through March 5, 2012	Budget Administrators Budget Coordinators Budget Teams	Budget Administrators meet with budget teams to discuss budget balance progress for 2012-2013 Preliminary Proposed Budget.
13.	March 5, 2012	College Board of Education	Approve 2012-2013 salary schedule and cost of living adjustment
14.	March 16, 2012	Budget Officer Budget Administrators	Meet to finalize 2012-2013 Proposed Budget.
15.	March 16 through April 2, 2012	Budget Officer/Business Office	Compilation of proposed budget document.
16.	April 2, 2012	Business Office	Publish, mail and distribute preliminary 2012-2013 Budget to Public Budget Committee Members and Budget Coordinators.
17.	April 23, 2012	Budget Committee Budget Officer	1st Public Budget Committee Meeting. Receive budget message and deliberate on content. Hold Public Hearing on Proposed Budget, review Proposed Budget and approve 2012-2013 budget and tax levy.
18.	May 23, 2012	Business Office	Publish Notice of Budget Hearing and Financial Summary.
19.	June 4, 2012	College Board of Education	Hold Public Hearing on 2012-2013 budget approved by Public Budget Committee. Enact Resolutions to adopt budget, make appropriations, levy property taxes and categorize property tax levy for 2012-2013.
20.	Before July 15, 2012	Business Office	Submit Budget levy and resolutions to County Assessor.

Strategic Planning and Accreditation

RECOMMENDATION

Information only – no action requested.

BACKGROUND INFORMATION ----- Dean Gates

Tillamook Bay's Comprehensive Self Evaluation Report 2011 is complete. This was a major focus of summer work. Accreditation activities are now focusing on preparation for the on-site visit by the NWCCU team. That visit will be October 19-21, 2011. Although the on-campus schedule is yet to be finalized, the evaluation committee chair and perhaps additional committee members will likely want to meet with a few board members on October 20. In the past the board chair, vice-chair, and past chair have represented the board.

Work also progressed this summer on revising TBCC's institutional planning structure to be both more comprehensive and to identify strategic initiatives to guide priorities and decisions. This will better position TBCC for the future as the college will move forward as an independent institution.



Courses and Curricula

RECOMMENDATION

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

BACKGROUND INFORMATION----- Dean Gates



Grants and Contractsⁱ

RECOMMENDATION

Approve the revised agreement with the Tillamook County Transportation District. In addition, information is provided for the board regarding a CCWD related personal services contract and TBCC Section 125 Sample Plan Document.

BACKGROUND INFORMATION----- Dean Ellison

- 1) The College reviewed the current agreement with the Tillamook County Transportation District (TCTD) in July and it was agreed to modify the agreement to reflect current practice on billing processes and to make it an agreement that can be revoked with a 90 day notice rather than renewed each year.

In 2010-2011 over 2500 rides were taken by college students or employees. The college paid TCTD \$2412.60. The Associated Students of TBCC paid for this service for all students from the resources they receive from the college. This has benefited students and the transportation district. The revised agreement is before the Board for action to continue this service.

- 2) On behalf of CCWD, TBCC is acting as the Contract Administrator for a Professional Services contract with DevMecca.com, LLC, for assessment services related to development of a potential statewide distance learning system.

Contract No. 2011-08-01 has been executed and has a NTE value of \$5,000. Contract completion is set for December 1, 2011.

- 3) As required by IRS regulations, 2 September 2011, TBCC adopted a revised Section 125 Flexible Benefit Plan – Sample Plan Document for the 2011 insurance plan year.

No material changes have been made since the prior plan was adopted in 2010.

ⁱ TBCC Policy - ARTICLE 106: CONTRACT REVIEW BOARD



**MEMORANDUM OF UNDERSTANDING
BETWEEN
Tillamook Bay Community College
And
Tillamook County Transportation District
July 1, 2011 until cancelled**

This Agreement is entered into by and between the Tillamook County Transportation District, hereinafter referred to as "TCTD", and Tillamook Bay Community College, a community college formed and organized under Oregon Revised Statute Chapter 341, hereinafter referred to as "TBCC".

Intent: The purpose of this agreement is to create a mutually beneficial partnership to help provide transportation for TBCC students and employees to the main campus location at 4301 Third Street, Tillamook, OR 97141 from all over the county and to help TCTD increase ridership. Additionally, this agreement provides the willingness of both parties to assist in seeking grants and other forms of funding to enhance the postsecondary educational services offered by TBCC within our common service area.

I. Tillamook Bay Community College (TBCC) agrees to:

- A. Participate in a joint committee with TCTD to review issues related to the agreement including:
 - 1) Discuss significant changes to routes and schedules with TCTD before implementation.
 - 2) Develop, arrange for and administer an annual satisfaction survey.
 - 3) Review satisfaction survey responses and develop solutions to issues.
- B. Distribute TCTD marketing materials (e.g., flyers, brochures, schedules, etc) related to riding the Bus to TBCC students and employees. Display posters and other information regarding the advantages and benefits of riding the Bus to campus.
- C. At the end of the sixth week of the term (Summer, Fall, Winter, and Spring), TBCC will report to the TCTD the full-time equivalent (FTE) student enrollment for the fourth week (this is the Fourth Week Report to the Department of Community Colleges and Workforce Development (CCWD) and reimburse TCTD for those students at the \$5.00 agreed upon rate.
- D. In January of each year TBCC will work with TCTD to determine the rate for the upcoming academic year.
- E. Provide identification cards for each TBCC student and employee. These ID cards will be updated each enrollment period through the use of a term sticker.
- F. Encourage TBCC rider participation in an annual satisfaction survey. Provide TCTD with a point of contact for any issues or concerns.
- G. The TBCC representative will be the college president.

II. Tillamook County Transportation District (TCTD) agrees to:

- A. Participate in a joint committee with TBCC to review issues related to the agreement including:
 - 1) Discuss significant changes to routes and schedules with TBCC before implementation.
 - 2) Develop, arrange for and administer an annual satisfaction survey.
 - 3) Review satisfaction survey responses and develop solutions to issues.
- B. Provide TBCC student ridership numbers each quarter reflecting each month's ridership.
- C. Provide annual ridership information to TBCC.
- D. Provide TCTD marketing materials (e.g., flyers, brochures, schedules) related to riding the Bus to TBCC for distribution to TBCC students and employees. Provide posters and other information regarding the advantages and benefits of riding the Bus to campus.
- E. Allow TBCC students and employees to ride the Bus at any time for free on presentation of a valid ID card displaying the current term sticker.
- F. Provide TBCC with a point of contact for any issues or concerns. The TCTD representative will be the general manager.

III. Merger Clause

This agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. TBCC and TCTD, by the signatures below of its respective authorized representatives, hereby acknowledge reading this agreement, understand it, and agree to be bound by its terms and conditions.

IV. Hold Harmless

TBCC shall defend, indemnify and hold TCTD, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of TBCC, its officers, agents or employees.

TCTD shall defend, indemnify and hold TBCC, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of TCTD, its officers, agents or employees.

V. Compliance/Severability

The parties shall comply with all Federal, State, and Local laws, and ordinances applicable to the work to be done under this Agreement. If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

VI. Termination and Duration of this Agreement

1. The contract may be terminated by mutual consent of both parties or by either party upon 90 days' notice, in writing or delivered by Certified Mail or in person. A good faith effort will be made to avoid termination mid-term or at a time that will penalize either of the parties in this agreement.

**For Tillamook Bay Community College
District**

For Tillamook County Transportation

TBCC, President Date

TCTD, General Manager Date

Chair, TBCC Date

Chair, TCTD Board of Directors Date

Board of Education Policyⁱ

RECOMMENDATION

Information only. No action requested.

BACKGROUND INFORMATION----- President Green

The Tillamook Bay Community College Affirmative Action / Equal Employment Opportunity Plan is presented here for a first reading. The plan will be presented again in October for a second reading and approval.

As required by Federal law, TBCC has for the first time, prepared an Affirmative Action / Equal Employment Opportunity (AA/EEO) Plan.

During Fall/2010 term, the College participated in a recurring Civil Rights Review conducted by the Oregon Department of Education. One of the action items identified by the review team was the requirement that TBCC produce an AA/EEO Plan.

As prescribed by law, the purpose of the document is to analyze an entity's relevant labor market data and its employment practices to identify possible barriers to the participation of women and minorities in all levels of the workforce and help ensure the opportunity for full and equal participation of men and women in the workplace, regardless of race, color, or national origin.

The new AA/EEO Plan supports the College's longstanding goal of hiring the best qualified individuals available from the pool of available candidates. The plan also helps protect our record of non-discrimination in hiring, transfers and promotions.

Our AA/EEO Plan covers a 5 year period (2011-2015). Once each biennium, the College will perform a statistical review, based on the latest available data, and adjust the plan as necessary to achieve placement goals.

ⁱ **TBCC Policy -102.1 - BOARD POLICIES AND ADMINISTRATIVE RULES**



Table of Contents:

- I. Designation of Responsibility**

- II. Internal Audit and Reporting System**

- III. The Incumbency v. Estimated Availability Analysis**

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 - B. Tillamook Bay Community College Good Faith Efforts

 - C. Equal Opportunity Search Processes
 - 1) Recruitment Advertising and Hiring Plan

 - 2) Hiring and Review Process:

 - 3) Transfer and Promotion Practices:

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Affirmative Action Plan Overview

As required by Federal Law, TBCC administers an Affirmative Action program to ensure equal employment opportunity. In compliance with and in good faith, this narrative text contains the following components: Policy, designation of responsibility for implementation, identification of problem areas, a detailed action-oriented program, and information on internal audit conditions.

The College's Affirmative Action/Equal Employment Opportunity Plan covers a five year period. Once each biennium, TBCC will perform a statistical review (availability analysis) that compares the demographics of the Colleges' service area, with workforce makeup to develop a revised availability estimate. When the percentage of minorities or women employed in a particular job group is less than would reasonably be expected given their availability percentage, Tillamook Bay Community College will revise its placement goals. Every five years, the College will undertake a comprehensive review of its AA/EEO plan to determine whether improvements can be made to the processes used as well as the success of the plan as implemented. Outcomes of the comprehensive review will be used to guide adjustments to the next 5-year plan.

I. Designation of Responsibility for Implementation

President - Assure compliance with equal employment opportunity/Affirmative Action requirements and participates in the resolution of various legal and complaint issues. Responsible for the indirect oversight of internal and external processes while ensuring overall compliance with the College's Affirmative Action and Equal Employment Opportunity (AA/EEO) plan and policies.

Executive Deans - Assure the implementation of the College's Affirmative Action and Equal Employment Opportunity concerning policies, goals, and timetables in assigned areas. Assist in identifying problem areas and establishing departmental goals and objectives.

Dean of Administrative Services - Under the direction of the College President, Tillamook Bay's Dean of Administrative Services is the College's Chief Human Resource Officer (CHRO) who advises on problem areas and coordinate investigations and resolution of complaints. The President and the Dean of Administrative Services are responsible for overall review of college compliance with applicable state and federal laws and for ensuring completion and implementation of the regular Affirmative Action Plan update, and compliance with the AA/EEO plan. Personnel assigned to complete the Affirmative Action Plan data analysis are responsible for analyzing and presenting accurate and verifiable data in a timely manner.

The Dean of Administrative Services is responsible for research and implementation of AA/EEO recruitment best practices. Personnel assigned to complete the Affirmative Action Plan data analysis and staff assigned to perform recruitment duties may be called upon to provide expert guidance to the Executive Team, college managers and other interested parties upon request. The Executive Team is responsible for the development of action-oriented programs in response to the analyses. As part of the Affirmative Action programs, staff responsible for recruitment monitor AA/EEO practices and outcomes during all phases of the recruitment process. This includes reviewing placement goals and informing the Dean of Administrative Services of all concerns.

College Managers and Administrators - Assure the implementation of the College's Affirmative Action Plan and Equal Opportunity polices, goals, and timetables with the Dean of Administrative Services. Actively support staff development on diversity, inclusive climate, and respect full earning and working environment issues.

Instructional Dean - Provides leadership in the development of multicultural and diversity-based curricula in instructional areas as well as staff development in these areas. Provide leadership in the implementation of College-wide diversity initiatives. College managers must maintain awareness of placement goals and utilize placement goals and good faith efforts to guide recruitment efforts for part-time and fulltime employees.

Hiring Committee Chair(s) - Under the guidance of the Dean of Administrative Services and staff assigned to recruitment duties, Search Committee Members and Chairs are responsible for ensuring diverse hiring committees and ethical hiring practices that reflect the College Affirmative Action goals and action-oriented program.

II. Internal Audit and Reporting System

The College has a recruitment and applicant tracking process that includes AA/EEO audit reporting and hiring outcomes. Beginning in 2011-2012, reports will be compiled on a biennial basis.

The reports will include various metrics by which individual and aggregate recruitment processes and outcomes may be assessed, such as: minority and female make-up of applicant pools and ethnic, gender, veteran's preference and disability status for new hires.

III. The Incumbency v. Estimated Availability Analysis

This statistical analysis compares the proportion of minorities and females already in a College's workforce against the availability estimate of the proportion of minorities and females in our district service area (as calculated in the Availability Analysis).

Job Groups	Incumbents	Workforce Makeup		Availability Estimate		Placement Goal	
		Minority	Female	Minority	Female	Minority	Female
Senior Executives	3	0	2	0	0	No	No
Non-Instructional Managers	2	0	0	0	0	No	No
Instructional and Student Services Managers	2	0	1	0	0	No	No
Arts and Letters Faculty	2	0	2	0	0	No	No
Science and Math Faculty	2	0	0	0	0	No	No
Trade and Technical Skill Faculty	2	0	0	0	0	No	No
Basic Skills Faculty	1	0	1	0	0	No	No
Health, Physical Education and Athletic Faculty	0	0	0	0	0	No	No
Computer/Technology Staff	1	0	1	0	0	No	No
Clerical Staff and General Laborers	12	0	11	1	0	YES	No
Service Workers	0	0	0	0	0	No	No
Part-Time Arts and Letters Faculty	18	2	10	1	1	No	No
Part-Time Science and Math Faculty	4	0	1	0	0	No	No
Part-Time Trade and Technical Skill Faculty	15	0	2	1	0	YES	No
Part-Time Basic Skills Faculty	2	0	2	0	0	No	No
Part-Time Health, Physical Education and Athletic Faculty	5	0	3	0	0	No	No
Part-Time Computer/Technology Staff	1	1	0	0	0	No	No
Part-Time Clerical Staff and General Laborers	8	0	6	1	0	YES	No
Part-Time Service Workers	2	0	2	0	0	No	No

The “**YES**” that appears in some of the columns represent areas where there are either fewer minorities or fewer women in Tillamook Bay’s current workforce than would be reasonably expected in district service area.

For example, where a “**YES**” appears under a job group for “minority,” this means that under the “80% rule,” the demographic profile of the current Tillamook Bay workforce in this job group does not come within 80% of the expected proportion of minorities in the district service area.

IV. Placement Goals

When the percentage of minorities or women employed in a particular job group (see above) is less than would reasonably be expected given their availability percentage in the district service area, Tillamook Bay Community College will establish placement goals. Each category above where “yes” is stated indicates a placement goal based upon underutilization (insufficient representation) of women and/or minorities in particular job groups at Tillamook Bay Community College

Placement Goals should not be confused with “quotas” or “set-asides,” as they are simply representations used to guide “good faith efforts” to recruit minorities and women into underutilized job groups. Furthermore, placement goals should not be construed as an admission or finding of legal discrimination. They are only used to monitor progress toward equal employment opportunity.

A. Identification of Problem Areas

Selection Disparities

In reviewing the comparison of Incumbency and Availability, for evidence of challenges to equal employment opportunity, the College is unable to determine whether there are selection disparities occurring concerning hiring, promotion, termination, or other personnel actions.

Compensation Disparities

Compensation disparities on the basis of gender, race, or ethnicity are not a problem at Tillamook Bay Community College. New employees are placed on the respective salary schedules based upon objective assessments of knowledge, skills, abilities, education, and experience.

B. Tillamook Bay Community College Good Faith Efforts:

Improving Good Faith AA/EEO Efforts: Implementation and execution of the following additional action-oriented program is designed to result in an increase in the minority and/or women representation in the Job Groups with identified placement goals when vacancies occur.

For .50 FTE or greater vacancies with a current Affirmative Action Plan placement goal, the appropriate Dean, hiring manager, and search committee chair will review and evaluate advertising and recruitment processes used to assure that “best practices” and good faith efforts are utilized and implemented at every step in the recruitment process.

Human Resources will utilize website links to educate applicants concerning how to complete an application for employment at Tillamook Bay Community College.

TBCC will increase the College's monitoring and measurement of recruitment efforts that result in females and protected class applicants moving forward at the respective steps of the recruitment process up to and including final employment recommendation decisions. These monitoring and assessment efforts will allow detection if unfavorable differences in the applicant flow and selection rates, and this data will also assist in training responsible hiring managers and staff on advertising and recruitment strategies as well as provide important insights concerning AA/EEO efforts and outcomes.

TBCC will investigate implementing on-line employment applications and enhanced applicant tracking capabilities, will assist in eliminating barriers to entry by providing a more accessible and user friendly web-based online application process for College recruitment efforts.

Discrimination and Complaint Procedures

Students, applicants and employees who feel they have encountered discrimination or harassment should consult the College's Board Policy Articles 317 and 318.

Confidentiality for all parties is assured to the extent possible and retaliation is absolutely prohibited. To file an informal or formal complaint or an incident report, or to discuss concerns, you may contact the Dean of Administrative Services at 503-842-8222, extension 1020, located in the Main Campus Building, Room 110.

C. Equal Opportunity Search Processes

1) Recruitment Advertising and Hiring Plan

The recruitment process is typically initiated by the Responsible Manager who contacts their respective Executive Dean to advise of a vacancy. The Responsible Manager is accountable for working with the Dean of Administrative Services to initiate the Requisition process. Responsible Manager completes a Position Opening Notice (PON), which also serves as the notice of vacancy and job description for the vacancy. The PON should be written to help assure that all potential qualified candidates are encouraged to apply, and so, all applicants are fairly and equitably evaluated on the basis of their ability to perform the job.

All Requisitions for .50 FTE or greater vacancies must be approved by the College President.

a. **Initial Process Controls:** The responsible Tillamook Bay dean or manager recommends and appoints a Hiring Committee. The Dean of Administrative Services reviews the Requisition and PON to assure AA/EEO compliance and further assures that the Requisition is reviewed and approved by the President.

b. **Posting Process Begins:** The Dean of Administrative Services assures that the search committee is oriented concerning the role of the search committee, confidentiality, Tillamook Bay's Mission, Vision, Values, and strategic direction as it relates to the hiring process.

c. **Hiring Process:** Requisitions will be posted externally on Tillamook Bay website for a minimum of 10 days and advertised as broadly as necessary to achieve placement goals, in local, regional or national recruitment media as determined by reasonable recruitment areas reflected in the Affirmative Action Plan and policies and practices of the College. Responsible managers are encouraged to engage in additional recruitment efforts for posted vacancies, especially when there may be a placement goal for a job classification.

2) Hiring and Review Process:

For all .50 FTE or greater searches, the Dean of Administrative Services conducts a Hiring Orientation for Committee Chairs and search committee members prior to releasing applications and any supporting documents for the Search Committees' review.

Screening criteria, interview questions, proficiency tests and teaching demonstrations (as needed), and reference check questions are developed by the search committee in consultation with the responsible Dean/Director and are reviewed by the Dean of Administrative Services for each .50 FTE or greater search.

After the posting period closes, the Search Committee reviews the Applicant Pool compiled by support staff for advertised positions. Search committee members recommend interview pools from the submitted applications.

The Appropriate Executive Dean reviews and approves applicant interview pool recommendations. Interviews are conducted. At a minimum, two reference checks are required and conducted.

The Responsible Hiring Manager/Dean and the President review and approve employment recommendations forwarded on an Position Opening Notice Form.

Once the Tillamook Bay Community College President has approved the employment recommendation a provisional offer of employment may be extended to the top recommended candidate.

3) Transfer and Promotion Practices:

Recent history indicates that transfers and promotions of minority and female employees occurred at rates immeasurably different than those of non-minority and male employees.

Disabled persons as well as disabled and Vietnam Era veterans are accorded the same treatment regarding all the terms and conditions of employment (hiring, transfers, promotions, salaries, employee benefits, training, and all the other terms and conditions of employment) as all other staff.

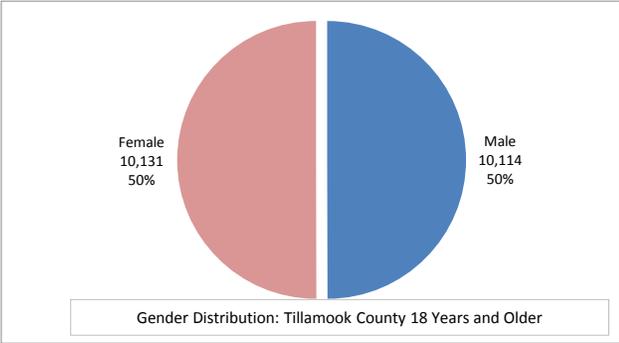
In prior periods, layoffs and adjustments to hours worked have occurred. These layoffs had a disproportionate impact on females or protected class employees because of their relatively high numbers in the overall College workforce. All actions for affected employees were consistent with College policies and procedures.

V. Appendix - Tillamook County and TBCC Demographic Data

**Census 2010 Data
Tillamook County 18 Years and Older**

Gender Distribution: Tillamook County 18 Years and Older

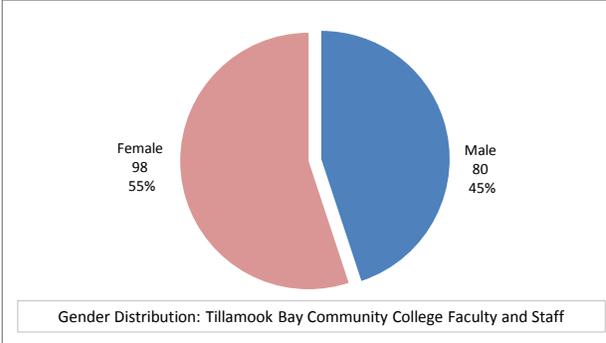
Male	10,114	49.96%
Female	10,131	50.04%
Total	20245	



**Tillamook Bay Community College
Faculty and Staff AY2010-2011**

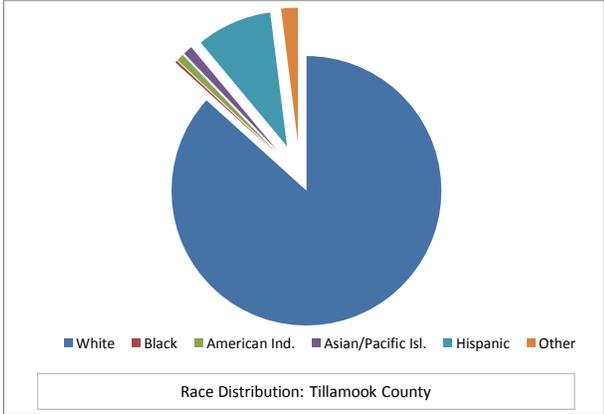
Gender

Male	80	44.94%
Female	98	55.06%
Total	178	



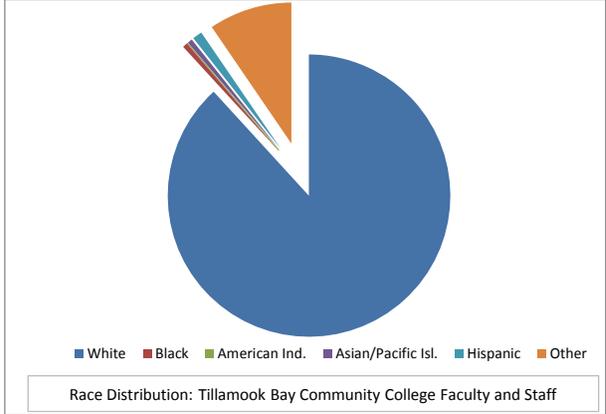
Race Distribution: Tillamook County

White	21,902	86.74%
Black	62	0.25%
American Ind	220	0.87%
Asian/Pacific	279	1.10%
Hispanic	2,284	9.05%
Other	503	1.99%
Total	25,250	



Race Distribution: TBCC Faculty and Staff

White	157	88.20%
Black	1	0.56%
American Ind	0	0.00%
Asian/Pacific	1	0.56%
Hispanic	2	1.12%
Other	17	9.55%
Total	178	



Facilities

RECOMMENDATION

Information only – no action requested.

BACKGROUND INFORMATION----- Dean Ellison



Capital Construction Projects

RECOMMENDATION

Recommend approval of Joint Resolution with Neah-Kah-Nie School District and IGA and Lease Agreement with Nestucca Valley School District.

BACKGROUND INFORMATION----- Executive Director of the College Foundation
and College Advancement Jon Carnahan

- North County Distant Learning Center update and resolution for action
- South County Distant Learning Center update and timeline for construction

Following due diligence and planning with the Nestucca Valley School District and the Neah-Kah-Nie School District, the College has resolutions with each district concerning the location and construction of both North and South TBCC Distance Learning Centers.

The Neah-Kah-Nie School District will be approving the attached Joint Resolution/Memorandum of Understanding that terminates the original MOU that sites a center on District property based on the cost analysis of shared use and necessity of additional space. The College will continue to explore sites to provide services in North County.

The Nestucca Valley School District has agreed to sign the attached Intergovernmental Agreement and Lease Agreement that will site a center on District property near the Nestucca Valley High School. Also attached is a schematic design and floor plan of the building. The College will be using modern building systems to construct the building and local contractors for site preparation.



Joint Resolution

Between

Tillamook Bay Community College

And

Neah-Kah-Nie School District #56

(Memorandum of Understanding)

September, 2011

A joint resolution/Memorandum of Understanding between Tillamook Bay Community College (hereafter the College) and Neah-Kah-Nie School District #56 (hereafter the District) regarding the College building a North County Center on District premises was signed in March, 2008. It was a non-binding agreement but an expression of intent to move forward in good faith and with due diligence to plan and complete a successful project.

Through planning and due diligence, the college was mindful of the economic conditions facing the college and Oregon and the financial implications relating to the operations of new Centers in both North and South County. In 2009, the College postponed the beginning of the project and began to consider the scope in light of reduced state finding for operations. After time and thoughtful consideration and no economic recovery in sight, the College agreed to move forward with the projects in cooperation with the Districts. The Centers, however, would not be fully staffed facilities with college services. They would be a technology equipped buildings with distant learning opportunities. They would have shared use with the district as well as shared maintenance costs. Instructional programs and classes would be offered based on the needs of the district, local communities and educational partners. Dual Credit and expanded option courses

for high school students would be offered as well as community and continuing education courses.

During the planning and due diligent process over 2010-2011, the District also assessed its needs for additional space and the cost analysis of a shared use facility. Although very supportive of a college facility, programs and services and the continuing need for Dual Credit and expanded options for high school students, the District does not anticipate the need for addition space and has the same concerns the college has relating to future maintenance and operations costs.

Therefore, be it resolved that Tillamook Bay Community College and Neah-Kah-Nie School District #56 terminate the March, 2008 Resolution and Memorandum of Understanding with full understanding and confidence that the College and District will continue their positive relationship and continued opportunities for high school students to earn college credit through Dual credit and expanded option courses at Neah-Kah-Nie High School.

Tillamook Bay Community College

Neah-Kah-Nie School District #56

By: _____

By: _____

Date: _____

Date: _____

INTERGOVERNMENT AGREEMENT

As defined in Oregon Revised Statutes 190.003 to 190.130, this Intergovernmental Agreement is made and entered into this _____ day of _____, 2011 by and between Nestucca Valley School District No. 101 acting by and through the Nestucca Valley School District Board of Education, hereafter referred to as "DISTRICT" and Tillamook Bay Community College, acting by and through the Tillamook Bay Community College Board of Education, hereafter referred to as the "TBCC."

RECITALS

Whereas, TBCC's mission is to provide access to quality education in response to the needs of the community.

Whereas, Voters of Tillamook County passed a General Obligation bond measure in May, 2007 that included "technology-equipped facilities in North and South Tillamook County for College credit programs through distance education."

Whereas, TBCC and DISTRICT agree that it would be educationally beneficial to locate the facility on property owned by DISTRICT to improve the educational attainment level of the community.

Whereas in order for TBCC to construct the facility on the DISTRICT property, DISTRICT must subrogate all planning and construction functions to TBCC with all powers, rights, and duties relating to those functions that are vested by law to the DISTRICT.

Whereas DISTRICT will have final approval of the external design of the building.

Whereas TBCC and DISTRICT will have a thirty (30) year lease agreement that memorializes the intentions of both parties.

Whereas facility will revert to DISTRICT after thirty (30) years of occupancy by the College as herein provided free of any continuing leasehold interest by College except for the College's option to renew the lease agreement.

Whereas facility subject to this lease will be approximately 2,400 square feet of office and instructional space in a building to be constructed and paid for by TBCC on improved ground, including non-exclusive access to approximately thirty (30) parking spaces, located on-site.

WITNESSED

Now therefore, it is hereby witnessed and agreed by and between the parties as follows:

The mutual promises of each party are given in exchange as consideration for the promises of the other party.

SECTION 1. SITE PREPARATION

- 1.1 TBCC will consult with a civil engineer to provide a determination of findings on the suitability of the site relating to structural stability, soil samples relating to wetlands, elevation and excavation; utility access and other issues pertinent to the suitability of a building site.
- 1.2 The site must also have adequate parking of approximately 30 spaces.
- 1.3 Should TBCC find any issues relating to the site that would adversely increase the cost of construction, TBCC may make a decision to terminate this agreement.

SECTION 2. REQUESTS FOR PROPOSALS

- 2.1 If the construction of the building takes place on the DISTRICT property for the North County Center project the contract will be awarded to a single contractor to complete all the work as described by the project. If the construction is not site built, the building will be purchased through an Intergovernmental Agreement or Cooperative Purchasing Agreement and more than one contractor may be used for site preparation.
- 2.2 The Oregon Revised Statutes (279C.335 (2)) authorizes TBCC's Local Construction Review Board to exempt certain contracts from competitive bidding. This permits solicitation of a public improvement contract for the construction of the work, when appropriate, by using alternative contracting methods.
- 2.3 The alternative contracting method that the parties prefer is authorized under ORS 279 C. 400 through 279 C. 414 and allows TBCC to avoid using the "low bid" method of selecting a contractor, and instead, use a competitive Request for Proposal process. The selection will be made based on specific criteria required to select a contractor that has the appropriate project experience for the construction of the new South County Center.
- 2.4 The selection criteria may include the following items:
 1. Firms background
 2. Firm workload
 3. Firm experience and success
 4. Experience of key personnel
 5. Project approach, administration and project controls
 6. Firm experience in safety
 7. Cost

- 2.5 The current construction market has created fluctuations in the cost of work to the point it is difficult to accurately predict the cost of future projects. For this reason, it is in TBCC's best interest to reserve the right to select the most qualified contractor in order to get the most competitive pricing for the project.
- 2.6 If the construction is not site built, the building will be purchased through an Intergovernmental Agreement or Cooperative Purchasing Agreement that has been established through the public bidding process.

SECTION 3. CONSTRUCTION

- 3.1 The College shall control all aspects of the construction of the building, save and except as is provided in Section 3.4 below. Included in this responsibility is the construction of a flexible classroom building of approximately 2400 square feet with a composition roof;
- 3.2 It will include two flexible-use classrooms that are fully capable of computer applications; a small conference room, office and restrooms;
- 3.3 It will include the technology capabilities based on ability of the local infrastructure to deliver and receive distant learning;
- 3.4 The DISTRICT will be in full consultation in the design of the floor plan and will have final authority for the external design elements so as to match the existing Middle/High School with the exception of architectural finishing.

SECTION 4. LEASE AGREEMENT

- 4.1 The DISTRICT and College will enter into a lease agreement that memorializes the intentions of both parties as exhibit A and incorporated herein.

SECTION 5. INSURANCE

- 5.1 Each party agrees to maintain insurance sufficient to meet sums specified by ORS 30.271 for the term of this agreement.

SECTION 6. HOLD HARMLESS

- 6.1 Each party shall hold harmless the other Party from all claims, costs, damages or expenses of any kind, including attorneys' fees and other costs and expenses of litigation, for personal or property damage arising out of that party's performance required by this Intergovernmental Agreement. It is the intent of this Section that each party assumes any and all liability for its respective torts, errors and omissions.

SECTION 7. EFFECTIVE DATE

- 7.1 This agreement shall take effect on _____.

SECTION 8. TERM

- 8.1 The term of this Agreement shall be from the date upon which it is fully executed by the parties and continue in force and effect until terminated pursuant to the provision of Section 9 of this Agreement.

SECTION 9. TERMINATION

- 9.1 The parties may mutually agree to terminate this Agreement at any time with a signed document to that effect.
- 9.2 This Agreement may be terminated if any party breaches any duty, term or condition of this Agreement. To be characterized as a default under this provision, the party who believes that a default has occurred must give the other party notice specifying the nature of the default and that the other party shall have thirty (30) days to cure the default, unless the cure of the default will reasonably take more than thirty (30) days, in which event the cure period shall be reasonably extended to allow adequate time to complete and cure the default. A party shall exercise this right of termination by notifying the other party in writing of its termination hereunder, after full compliance with all of the provisions of this Section 9.2 has been achieved.
- 9.3 This Agreement may be terminated if either party is determined to have committed a fraud or material misrepresentation upon the other party. A party shall exercise this right of termination by so notifying the other party of its termination hereunder, the notice specifying the other party's fraud or material misrepresentation that is the basis for the termination.
- 9.4 This Agreement will be terminated within ten (10) days following the Substantial Completion Date and the commencement of the Term of the Lease Agreement as set forth in Exhibit A, and as specifically described in section 1 of Exhibit A.

SECTION 10. GENERAL PROVISIONS

- 10.1 **Waiver; Modification.** Failure by either party to enforce a provision of this Agreement does not constitute that party's continuing waiver of that provision, any other provision or of the entire Agreement. The rights and duties under this Agreement shall not be modified, delegated, transferred or assigned, except upon the written-signed consent of both parties.
- 10.2 **Attorneys' Fees.** Attorney fees, costs and disbursements necessary to enforce this Agreement through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.
- 10.3 **Legal Representation.** In entering into this Agreement, each party has relied solely upon the advice of their own attorney. Each party has had the

opportunity to consult with counsel or now waives that right. Each party represents and warrants to the other that they are fully satisfied with the representation received from their respective attorneys.

- 10.4 Any notice required or permitted under this Agreement shall be in writing and deemed given when: actually delivered, or three (3) days after deposit in the United States Post Office by certified mail, postage prepaid, addressed to the other party at their last known address.
- 10.5 Language. The headings of the Agreement paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neutral genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.
- 10.6 Integration. This Agreement supersedes all prior oral or written Agreements between DISTRICT and College regarding this matter. It represents the entire Agreement between the parties. Time is of the essence in all terms, provisions, covenants and conditions of this Agreement.
- 10.7 Savings. Should any clause or Section of this Agreement be declared by a Court to be void or voidable, the remainder of this Agreement shall remain in full force and effect.

SECTION 11. JURISTITION; LAW

11.1 This Agreement is executed in the State of Oregon and is subject to Tillamook County and Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon, unless otherwise agreed by the parties.

IN WITNESS WHEREOF, College and DISTRICT have executed this Agreement on the date first written above.

Approved as to form and content this ____ day of _____ 2011.

Tillamook Bay Community College

Dated this ____ day of _____ 2011.

Constance Green, President
4301 Third St., Tillamook, OR 97141
(503) 842-8222, green@tillamookbay.cc

~~Steve~~ **Stephen J.** Shaw, Board Chair
4301 Third St., Tillamook, OR 97141
(503) 842-8222

Nestucca Valley School District

Dated this ____ day of _____ 2011.

Kathryn Hedrick, Superintendent
PO Box 99, Cloverdale, OR 97112
(503) 392-4892, kathrynH@nestucca.k12.or.us

Ken Henson, Board Chair
PO Box 99, Cloverdale, OR 97112
(503) 392-4892

EXHIBIT A LEASE AGREEMENT

THIS LEASE, dated _____, is made by and between Nestucca Valley School District #101 ("DISTRICT") and Tillamook Bay Community College ("TBCC").

Contact persons for the parties, changeable with notice to the other party, are as follows:

PARTIES: Tillamook Bay Community College
Attn: Constance Green
4301 Third First Street
Tillamook, OR 97141
(503) 842-8222; Fax: (503) 842-8334

District:
Nestucca Valley School District #101
Attn: Kathryn Hedrick
PO Box 99
Cloverdale, OR 97112
(503) 392-4892; Fax: (503) 392-9061

RECITALS:

- A. TBCC provides educational services to residents living in Tillamook County.
- B. TBCC and DISTRICT believe that is mutually advantageous for TBCC to locate its South County Center in leased facilities located on DISTRICT property.
- C. This Lease memorializes the intentions of both parties to achieve co-located operations. This Agreement requires TBCC to provide funding for the construction costs of the Premises in exchange for a lengthy period of occupancy; the Premises will revert to DISTRICT after thirty (30) years of occupancy by TBCC free of any continuing leasehold interest by TBCC. TBCC retains the right to continue this lease for such additional period, and on such terms as the parties shall mutually agree. The parties agree to negotiate such extension in good faith and with due diligence.
- D. Commensurate with the execution of the Intergovernmental Agreement and this Lease, TBCC will initiate the construction project.
- E. The Premises subject to this Lease will be approximately 2400 square feet of instructional and office space in a building (the "Premises") to be constructed on DISTRICT property adjacent to the Nestucca Junior-Senior High School including non-exclusive access to approximately thirty (30) parking spaces.

AGREEMENT:

In consideration of the foregoing Recitals and the covenants of the parties herein set forth, it is agreed:

1. **Term.** The original term of this Lease shall commence ten (10) days following the Substantial Completion Date of the Center building as that term is defined in ORS 12. 13 5(3), and shall continue for a period of thirty (30) years. TBCC retains the right to continue this lease for such additional period, and on such terms as the parties shall mutually agree. The parties agree to negotiate such extension in good faith and with due diligence.
2. **Rent.** TBCC shall pay DISTRICT \$1.00 per annum for the Premises. Payment for the first year shall be due by the tenth day following the Substantial Completion Date; subsequent payments shall be due on the annual anniversary date of this first payment. TBCC shall have the option of making a lump sum payment for the entire term of the Lease at any time.
3. Use of Premises.
 - (a) TBCC may use the Premises primarily for educational services. TBCC may not use the Premises for a purpose that would jeopardize the tax-exempt status of the general obligation bonds used to finance the construction of the Premises.
 - (b) TBCC shall not use or occupy, or permit or suffer all or any part of the Premises to be used or occupied (1) for any unlawful or illegal business, use, or purpose; (2) in any such manner to constitute a nuisance of any kind; (3) for any purpose or in any way in violation of any local, state or federal law.
 - (c) TBCC shall observe and comply with all conditions and requirements necessary to preserve and extend any rights, licenses, permits (including but not limited to zoning variances, special exceptions, and non-conforming uses), privileges, franchises, and concessions that now apply to the Premises or that have been granted to or contracted for by either party in connection with any existing or presently contemplated use of the Premises.
 - (d) TBCC shall not suffer or permit the Premises to be used by the public, as such, without restriction or in such manner as might reasonably tend to impair either party's title to the Premises in such manner as might reasonably make possible a claim or claims of adverse usage, adverse possession, or prescription by the public, as such, or of implied dedication, of the Premises. TBCC acknowledges that DISTRICT does not consent, expressly or by

implication, to the unrestricted use or possession of the whole or any portion of the Premises by the public, as such.

- (e) TBCC and the DISTRICT will annually by June, establish a shared use schedule for the next school year which will identify the percentage of utilization for scheduling, maintenance, repair and utilities.
4. **Parking.** TBCC, its employees, clientele, and students shall have non-exclusive access to approximately thirty (30) parking spaces adjacent to the Premises and on the site of the Junior-Senior High School.
5. **DISTRICT's Covenants.**
- (a) DISTRICT covenants that it has the right and authority to enter into this Lease; that possession of the Premises will be delivered to TBCC free of other tenants and of conflicting claims; that the use of the Premises by TBCC for the specific uses set forth in paragraph above titled "Use of Premises" is not in violation of any federal, state or local statute, regulation or ordinance, including the acknowledged comprehensive land use plans and regulations of the city or county in which the Premises is located; and that on paying the rent and performing its covenants of this Lease, TBCC may enjoy the rights granted by this Lease free from rightful interference by any third party.
 - (b) DISTRICT consents that the Premises comply with all applicable regulatory and building codes requirements for occupancy by TBCC, and meet the requirements of the Americans with Disabilities Act ("ADA") for accessibility in accordance with the standards provided in the ADA Accessibility Guidelines for Buildings and Facilities ("ADAAG"), and accessible parking for the disabled in compliance with Oregon Revised Statutes ("ORS") 447.233.
6. **TBCC's Covenants.** TBCC covenants that it has the right and authority to enter into this Lease.
7. **Development of Plans.** Prior to the commencement of the Lease, the parties shall discuss the internal and external design elements with the exception architectural finishing. The DISTRICT will have final authority of the external design elements with the exception of the architectural finishing.
8. **Improvements and Alterations.** Without the consent of or notice to the DISTRICT TBCC may place fixtures, partitions, personal property, and the like in the Premises and may make non-structural improvements and alterations to the Premises at its own expense. TBCC will retain ownership of all fixtures, partitions, personal property and the like placed in the Premises by TBCC. Upon expiration of the Lease, or a sooner

termination, TBCC may remove personal property and with joint consent, some or all fixtures, and partitions without substantial damage to the Premises. If any such items remain on the Premises more than fifteen (15) days after termination or expiration, such items shall be deemed the property of DISTRICT and DISTRICT may use or dispose of them as it so chooses. Upon expiration or sooner termination, title to the improvements, alternations, fixtures, partitions, personal property and the like shall automatically pass to, vest in, and belong to DISTRICT without further action on the part of either party and without cost or charge to DISTRICT.

9. ***Maintenance and Repair of Premises.*** TBCC shall maintain, repair the Premises as necessary to keep it in good order, condition, and repair throughout the entire Term. TBCC's obligations shall specifically extend to roof, exterior walls, carpets and floor tile, lights and light fixtures, cabinets, sinks and toilet fixtures, interior paint and finishes, ceiling tile, and locks and related hardware, walls, floors, foundations and ceilings, electrical and HVAC. Maintenance and repair may also be shared with the DISTRICT by advance agreement based on the percentage of shared use of the building. Repair of damage caused by DISTRICT use is also the DISTRICT'S responsibility.
10. ***Services and Utilities.*** TBCC will pay for the Premises' utilities and services. The Premises will be metered separately in TBCC's name throughout the entire Term. Utilities and services include the following: water, sewer, electricity, propane gas, fuel oil, trash removal, janitorial service, recyclables removal, telephone and internet. Services and utilities may also be shared with the DISTRICT by advance agreement based on the percentage of shared use of the building.
11. ***Liens for Improvements.*** Either party shall not cause or permit liens of any kind, type or description to attach to or be imposed on the Premises, or any part thereof. If either party causes or permits any lien to attach to or be imposed on the Premises, then the other party may, at the other party's election, exercise any rights or remedies provided in Section 16, or may satisfy such lien and be reimbursed therefore by either party upon demand.
12. ***Insurance.***
 - (a) DISTRICT shall keep in full force and effect a policy insuring the Premises against fire and extended coverage as provided by a standard Commercial Property Insuring agreement providing "Special Form" coverage and against other risks and perils such as Earthquake and Flood as are reasonably available (Casualty Insurance). The amount of property coverage shall be no less than the replacement value of the building and other improvements included in the Premises. The Commercial Property policy shall be issued to DISTRICT as the Named Insured with TBCC as Loss Payee with either party being able to make a claim for coverage

hereunder, and with payment relative to any damage to the premises be made first to satisfy TBCC's interest and with any amount remaining thereafter to be made to satisfy the DISTRICT's interest, and with the proceeds of any insurance to be paid to TBCC to conduct the restoration of the Premises and to otherwise satisfy the interests as herein provided". TBCC will reimburse DISTRICT for the annual cost of this Commercial Property coverage on the Premises. DISTRICT may also include the holder of any mortgage or deed of trust covering the Premises, in which case all such policies shall, in addition to fulfilling the other requirements of this Section 13, be issued by an insurer satisfactory to (and provide insurance against such risks and in such amounts as may be required by) the holder of the senior mortgage or deed of trust on the Premises. In the event of a loss, TBCC and DISTRICT will equally share in any deductible. Any deductible or retention over \$ 10,000 per loss must be approved by TBCC and the DISTRICT. Should loss occur, either party may make a claim for coverage hereunder, with the proceeds therefrom first applied to satisfy TBCC's interests and with any amount remaining to be applied to satisfy the DISTRICT's interest.

- (b) TBCC, at TBCC's sole cost and expense, shall keep in full force and effect a policy of Commercial General Liability or similar insurance providing bodily injury and property damage coverage with respect to the Premises and the business operated by TBCC in the Premises. The limits provided should not be less than as required by the Oregon Tort Law or \$1,000,000 per occurrence with a \$2,000,000 general aggregate, whichever is greater. DISTRICT shall be an Additional Insured as respects to claims resulting from the use or possession thereof by TBCC, TBCC's agents, employees, officers, students, contractors, vendors, invitees or licensees.
- (c) TBCC, at TBCC's sole cost and expense, shall maintain insurance in TBCC's name covering TBCC's Business Personal Property, including furniture, trade fixtures, equipment, computers, inventory items, spare parts, supplies, and other personal property, and at TBCC's discretion the personal property of others in TBCC's possession at the Premises.
- (d) A certificate issued by the insurance carrier for the policy of insurance as required in Section 12(b) of this Lease shall be delivered to DISTRICT at the commencement of this Lease and within ten (10) days prior to the expiration of the term of each policy, or as soon after as possible. Each certificate shall contain an endorsement or provision requiring at least thirty (30) days written notice to DISTRICT prior to the expiration, cancellation, diminution in the perils insured against, or reduction in the amount of coverage of the policy. TBCC and DISTRICT shall exercise best efforts to obtain from each Property insurer a waiver of all rights of

subrogation, which the insurer might otherwise have against the other party.

13. **Assignment and Subletting.** Should TBCC close the Center for financial, enrollment or service deficiency reasons, the DISTRICT will have the first option to sublet the Premises for the remainder of the lease at a fair market value of commercial rental property in South Tillamook County, not to exceed \$.80 per square foot per month. The fair market value of the remaining lease term, based on the above fair market value of commercial rental property in South Tillamook County, shall be determined in the following manner: the parties agree, in good faith, to attempt to determine that value but if they have not achieved it after sixty (60) days from TBCC's mailing to the DISTRICT of notice of its decision to close the Center, TBCC shall obtain two qualified comparative market analyses from realtors doing business in South Tillamook County and the median amount between the two numbers that they arrive at shall control. If the DISTRICT does not exercise the option, TBCC has the right to assign or sublet the Premises to another non-profit or government agency that is compatible with the education mission of the DISTRICT up to the maximum of the date of termination of the lease at any rate and for any terms as are solely determined by TBCC.

14. **Default.** Neither Party shall be in default under this Lease until written notice of the unperformed obligation has been given and that obligation remains unperformed after notice for fifteen (15) days in the case of a payment or for thirty (30) days in the case of other obligations. If the obligation cannot be performed within the thirty (30) day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete the performance. In case of a default, the nondefaulting party may terminate this Lease with thirty (30) days prior written notice to the defaulting party, and it shall be entitled to recover damages or any other remedy provided by applicable law, or it may elect to perform the defaulting party's obligation and recover from the defaulting party the costs plus interest at the rate often percent (10%) for judgment.

15. **Indemnification.**
 - (a) TBCC shall indemnify DISTRICT and hold DISTRICT harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property arising out of the occupancy or use by TBCC of the Premises, or occasioned wholly or in part by any act or omission of TBCC, its agents, contractors, employees, students, invitees, or servants. If DISTRICT shall, without fault on DISTRICT's part, be made a party to any litigation commenced by or against TBCC, then TBCC shall defend and hold harmless DISTRICT, and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by DISTRICT in connection with such litigation.

- (b) DISTRICT shall indemnify TBCC and hold TBCC harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property arising out of the occupancy or use by DISTRICT of the Premises, or occasioned wholly or in part by any act or omission of DISTRICT, its agents, contractors, employees, students, invitees, or servants. If TBCC shall, without fault on TBCC's part, be made a party to any litigation commenced by or against DISTRICT, then DISTRICT shall defend and hold harmless TBCC, and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by TBCC in connection with such litigation.
16. **Notices.** Notices between the parties shall be in writing effective when personally delivered to the address specified herein under "Parties" on Page 1, or if mailed, effective three (3) days following mailing to the address for such party specified herein or such other address as either party may specify by notice to the other.
17. **Premises Purchase Option or Surrender.** At any time the DISTRICT may purchase the Premises by paying TBCC the prorated value of TBCC's Capital Investment to construct the Premises that remain which will be determined by multiplying the Capital Investment amount by the percentage of the full thirty year term that remains, as of the date of purchase. At the conclusion of this lease, TBCC will surrender the Premises for a purchase price of \$30.00. In either case, the option to purchase shall be exercised by way of the DISTRICT notifying TBCC of its intent to purchase no less than 180 days prior to its exercise.

Upon receiving that notice of intent to purchase, TBCC shall execute a Special Warranty Deed naming the DISTRICT as the owner of the Premises and TBCC shall place the Statutory Warranty Deed in escrow. The escrow agent shall be mutually agreed upon by TBCC and the District. All costs associated with the escrow agreement shall be paid by the DISTRICT. Upon payment of the purchase price, the escrow agent shall release the Statutory Warranty Deed to the DISTRICT and the purchase price funds to TBCC and the DISTRICT shall become the owner of the Premises. TBCC shall have no remaining or other right, title interest in the Promises, except as agreed by the parties in the future. TBCC will voluntarily vacate the Premises at the time of transfer of the title. TBCC shall deliver all keys to the DISTRICT and surrender the Premises in good condition, normal wear and tear expected.

18. **No Presumption Against Drafter.** The parties understand, agree and acknowledge that:
- (a) this Lease has been freely negotiated by both parties; and (b) that, in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that

party having drafted this Lease or any portion thereof.

19. **Attorney Fees.** If any suit, action or other proceeding shall be instituted relating to any term or condition of this Agreement or relating to any of the rights, duties or obligations arising under it, the prevailing party shall be entitled to recover from the other party and the other party agrees to pay to the prevailing party, whether or not the matter proceeds to final judgment or decree, in addition to costs and disbursements allowed by law, such sum as the trial and each appellate court may adjudge reasonable as an attorney's fee in such suit, action or other proceeding, and in any appeal thereof. Such sum shall include an amount estimated by the court as the reasonable costs and fees to be incurred by the prevailing party in collecting any monetary judgment or award or otherwise enforcing each order, judgment or decree entered in such suit, action or other proceeding.
20. **Access by DISTRICT.** DISTRICT and its agents shall have the right to enter and examine the Premises at all reasonable times within 90 days of contract termination.
21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. **Severability.** If in any judicial proceeding a court shall refuse to enforce all the provisions of this Agreement, any unenforceable provision shall be deemed eliminated from the Agreement for the purpose of such proceeding as is necessary to permit the remainder of the Agreement to be enforced in such proceeding.
23. **Further Assurances.** From time to time, each of the parties shall execute, acknowledge, and deliver any instruments or documents necessary to carry out the purposes of this Agreement.
24. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
25. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement, any right or remedy of any nature whatsoever:
26. **Expenses.** Each party shall bear its own expenses in connection with this Agreement and the transactions contemplated by this Agreement.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
28. **Merger.** This lease constitutes the entire Lease between the parties. No waiver, consent, modification or change of terms of this Lease shall bind

either party unless in writing and signed by both parties. Such waiver, consent, modification or change if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Lease. The parties, by the signature below of their respective authorized representatives, hereby acknowledge that each has read this Lease, understands it, and agrees to be bound by its terms and conditions.

This Lease shall not become effective and shall not be binding upon the parties until it has been executed, in the signature spaces provided below, by all parties to this Agreement. The parties have executed this Lease this ____ day of _____, 201__.

Tillamook Bay Community College

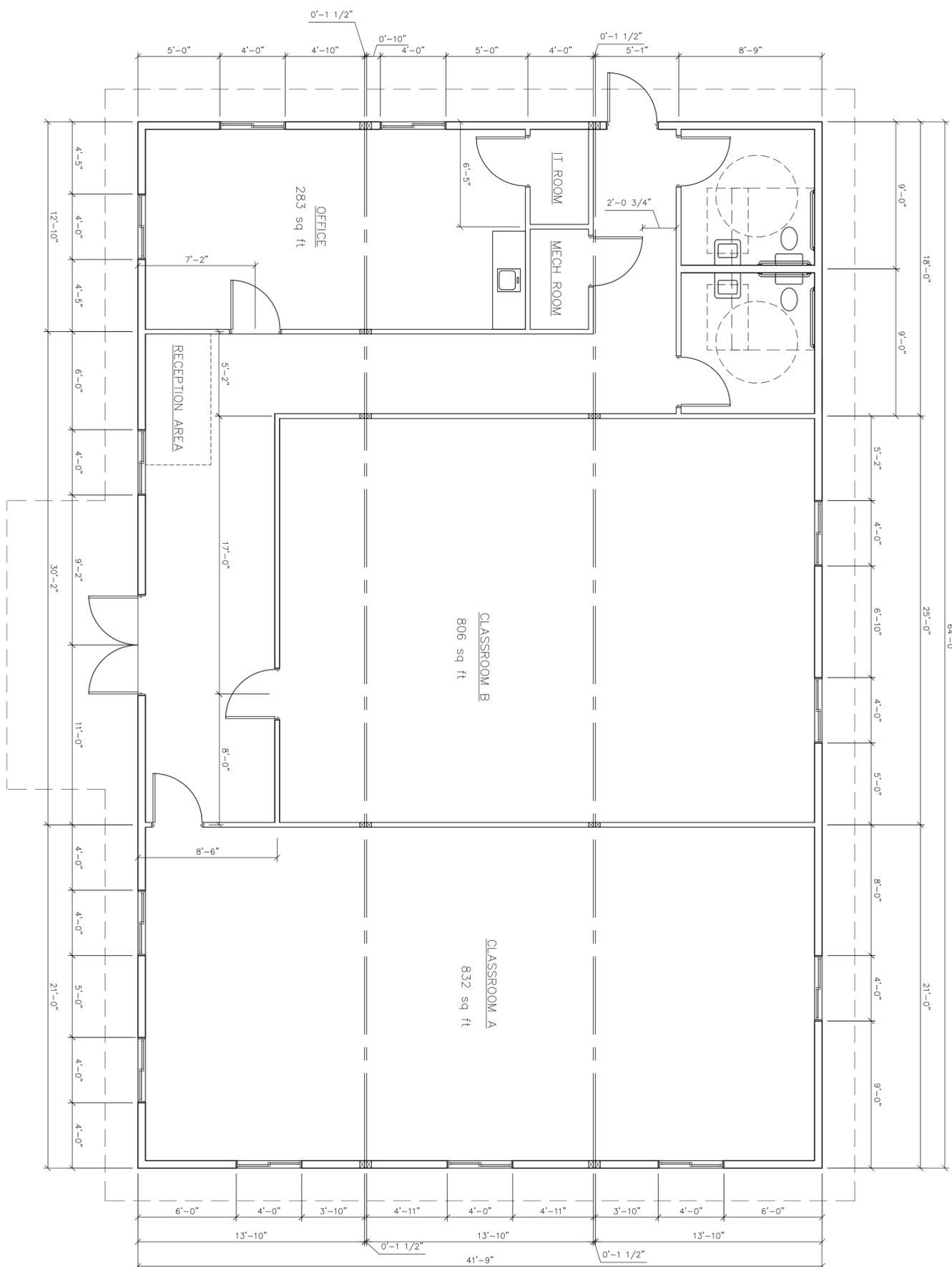
Nestucca Valley School District No. 101

By: _____

By: _____

Its: **President**

Its: **Superintendent**



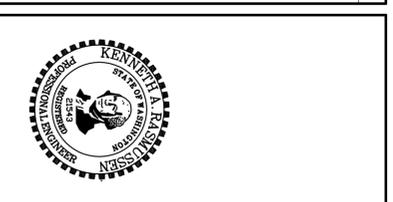
FLOOR PLAN
SCALE: 1/4" = 1'-0"

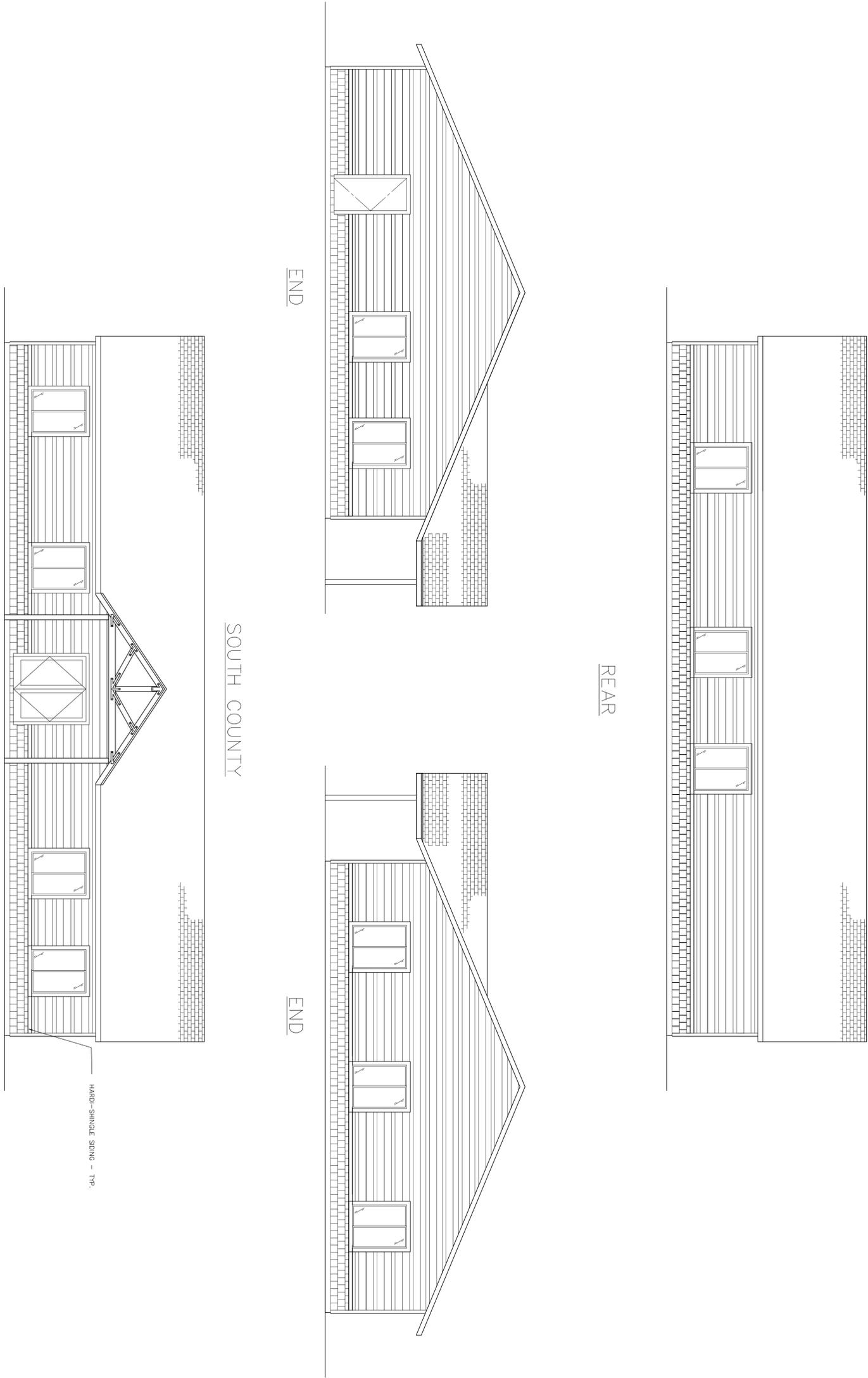
REV.#	BY:	DATE:	PER:	SHEETS:
MCL		06/07/11	-	-
SHEET 3				
TBCC-07 S				

42' x 64' MODULAR CLASSROOM
TBCC SOUTH COUNTY
TILLAMOOK, OREGON
FLOOR PLAN

MODERN BUILDING SYSTEMS, INC.
TELEPHONE: (503) 749-4949 FAX: (503) 749-4950
P.O. BOX 110 9493 PORTER ROAD AUMSVILLE, OR 97325

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EXTERIOR ELEVATIONS

SCALE: 3/16" = 1'-0"

REV.#	BY:	DATE:	PER:	SHEETS:
MCL		06/07/11	-	-
SHEET 5				
TBCC-07 S				

42' x 64' MODULAR CLASSROOM
 TBCC SOUTH COUNTY
 TILLAMOOK, OREGON
 EXTERIOR ELEVATIONS

MODERN BUILDING SYSTEMS, INC.
 TELEPHONE: (503) 749-4949 FAX: (503) 749-4950
 P.O. BOX 110 9493 PORTER ROAD AUMSVILLE, OR 97325

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Personnel

RECOMMENDATION

Information only – no action requested.

BACKGROUND INFORMATION----- President Green

Position Title	Application Review Begins	Start Date	Comment	Screening Committee	Appointment
EDC/SBDC Director	June 13, 2011	ASAP	Hired	Jon Carnahan/Connie Green	Dan Biggs
IMT Faculty	July 30, 2011	September 2011	Final Interviews	Lori Gates	
Part time Custodian	July 15, 2011	ASAP	Hired	Pat Ryan	Jered Barnett



Announcements and General Information

RECOMMENDATION

Information only – no action requested.

BACKGROUND INFORMATION----- President Green

Meeting location. Due to moving to electronic board packets we are recommending that the Board meetings be relocated to room 214. This will free up room 215 for College use.

Upcoming events please mark your calendar!

- September 13, 7:30-8:30 am, IMT Donor and classroom thank you event
- September 19, 8-11:30 am, All Staff In-Service
- October 19-21: Northwest Commission on Colleges and Universities site visit.
- October 27-29: 2011 OCCA Conference "Defining A New Perspective" at Salishan Resort & Spa in Gleneden
- November 10, 2011: Annual Tillamook Bay Community College Foundation Mildred Davy Memorial Luncheon (changed date)



PRELIMINARY CONFERENCE SCHEDULE

THURSDAY, October 27

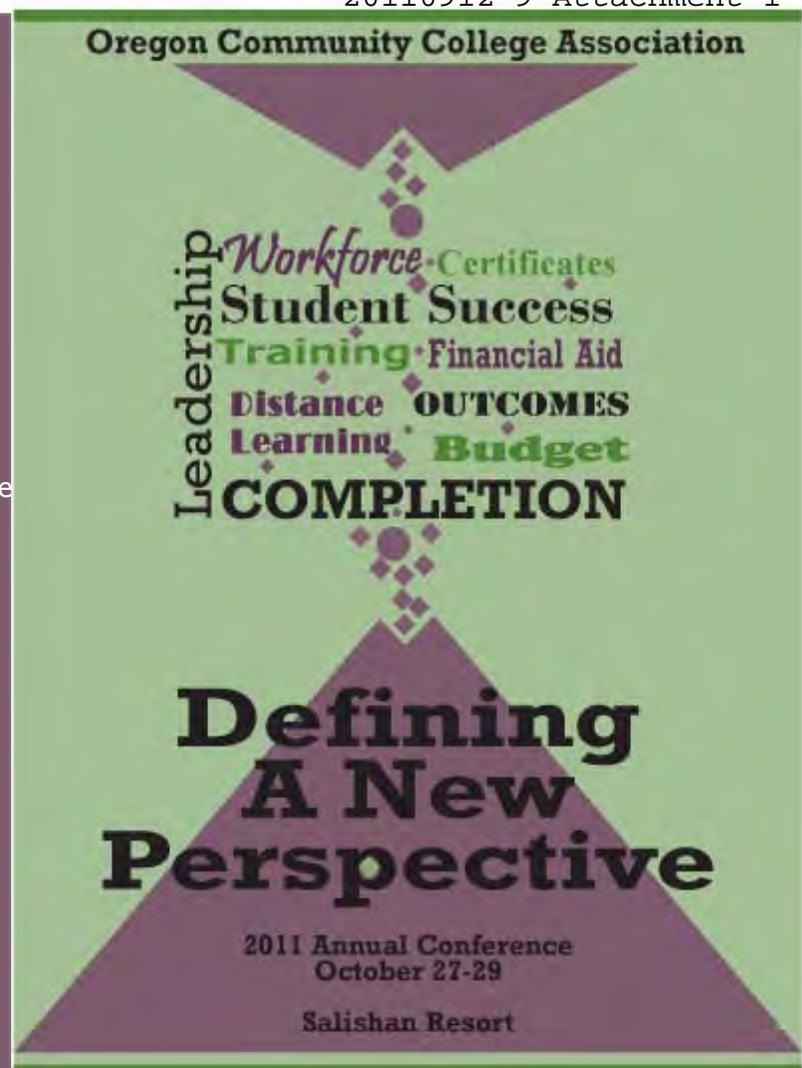
- Noon** Registration and official opening of Exhibit Hall
Light lunch munchies and refreshments provided
- 1:00 - 2:00 p.m.**
Legislative Panel
- 2:00 - 2:15 p.m.**
Refreshment Break in Exhibit Hall
- 2:15 - 3:15 p.m.**
Opening General Session with Donna Zajonc
- 3:15 - 4:15 p.m.**
Refreshment Break in the exhibit hall meet and mingle
- 4:15 - 5:15 p.m.**
General Session speaker
- 6:30 - 9:00 p.m.**
Opening Party at Lawrence Gallery
(small plates, no host bar music)

FRIDAY, October 28

- 7:30 a.m.**
Breakfast in Exhibit Hall
- 8:30 - 9:30 a.m.**
Three breakout sessions
- 9:30 - 9:50 a.m.**
Refreshment Break in Exhibit Hall
- 9:50 - 10:45 a.m.**
Three breakout sessions
- 10:45 - 11:05 a.m.**
Refreshment Break in Exhibit Hall
- 11:05 - Noon**
Three breakout sessions
- Noon - 1:15 p.m.**
Luncheon w/speaker
- 1:20- 2:20 p.m.**
Three breakout sessions
- 2:20-2:45 p.m.**
Refreshment Break in Exhibit Hall
- 2:45 - 3:45 p.m.**
Board Development for New Members
- 3:45 - 4:00 p.m.**
Refreshment Break In Exhibit Hall
- 4:00 - 5:00 p.m.**
Three breakout sessions
- 6:00 - 7:00 p.m.**
Howard Cherry Reception
- 7:00 - 8:30 p.m.**
Howard Cherry Awards Banquet

SATURDAY, October 29

- 7:30 a.m.**
Breakfast in Exhibit Hall
- 8:30 - 9:45 a.m.**
Ethics Session
- 9:45 - 10:30 a.m.**
Refreshment Break in Exhibit Hall
- 10:30 - 11:30 a.m.**
Wrap-Up and Closing General Session



Donna Zajonc

Keynote Speaker - Opening General Session
Thursday October 27 2:00 p.m.

Broadening Your Leadership Perspective

Donna Zajonc specializes in challenging individuals and teams to understand change, leverage their strengths, and create a vision for their work. She has experience within both corporate and public entities, focusing on empowering leaders and teams to enact personal and systemic change. Donna helps leaders to examine how they think, how they interact, and how they take action in order to effect that change. She also has a passion for advancing a holistic approach to leadership development within the political realm.

Donna is an entrepreneur who was the sole owner and operator of several restaurants. After selling her business, Donna parlayed her love of community and leadership into a career in elected office, serving three terms in the Oregon State Legislature. She was her party's nominee for secretary of state, and while serving in the legislature, Donna was vice-chair of the Trade and Economic Development Committee.