



Board of Education Meeting Agenda

Neah-Kah-Nie School District Office
504 N. 3rd Ave., Rockaway Beach, OR 97136

Date:
Monday, April 1, 2013

Time:
5:30—6:30 p.m.

Joint Board Workshop with Neah-Kah-Nie School District 5:30—6:30 p.m.

- A. **Call to Order • Acknowledge Guests** ----- Chair Wakefield
- B. **Approval of the Agenda** ----- (Action) Chair Wakefield
- C. **Invitation of Public Comment** ----- Chair Wakefield
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.
- D. **Introductions** ----- Chair Ryan, NKN Board
- E. **Update on TBCC North/NKN Renovation** ----- President Green and Superintendent Erlebach
- F. **Opportunities for post-secondary education** - President Green and Superintendent Erlebach
- G. **Adjournment** ----- Chair Wakefield

Regular Board Meeting

Item	Description	Resource
1.	Call to Order • Acknowledge Guests -----	Chair Wakefield
2.	Approval of the Agenda -----	(Action) Chair Wakefield
3.	Invitation of Public Comment -----	Chair Wakefield
	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 March 4, 2013 Minutes -----	(Action) Chair Wakefield
5.	Dual Credit -----	Chief Academic Officer Gates
6.	Reports	
	a. Oregon Community College Update -----	President Green
	b. Financial Report -----	Comptroller/Budget Officer Williams
	c. 2013-2014 Preliminary Budget Information -----	Comptroller/Budget Officer Williams
	d. 2013-2014 Tuition and Fee Schedule -----	(Action) Comptroller/Budget Officer Williams
	e. Achievement Compact -----	President Green
7.	Standing Business	
	a. Strategic Planning and Accreditation -----	Chief Academic Officer Gates
	b. Board of Education Policies 202, 211, 401, 406, 407, 408, 204, 224, 213, 321, 300, 304, 400, 402, 311, 407, 501.6 -----	President Green
	c. Personnel -----	Director Ryan
	d. Facilities -----	Director Ryan
	e. TBCC North -----	(Action) President Green
8.	Announcement and General Information -----	President Green
9.	Invitation of Public Comment -----	Chair Wakefield
10.	Board Member Discussion Items -----	Chair Wakefield
11.	Adjournment -----	Chair Wakefield

Call to Order • Acknowledge Guests

RECOMMENDATION

CALL THE MEETING TO ORDER AND ACKNOWLEDGE ANY GUESTS.

BACKGROUND INFORMATION----- Chair Wakefield



Approval of Agenda

RECOMMENDATION

MOTION TO APPROVE THE AGENDA FOR THE JOINT BOARD WORKSHOP MEETING.

BACKGROUND INFORMATION----- Chair Wakefield



Invitation of Public Comment

RECOMMENDATION

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.

BACKGROUND INFORMATION----- Chair Wakefield



Introductions

RECOMMENDATION

INTRODUCTIONS OF NKN AND TBCC BOARD MEMBERS

BACKGROUND INFORMATION----- Chair Ryan, NKN Board



Update on TBCC North/NKN Renovation

RECOMMENDATION

APPROVAL OF THE TBCC NORTH INTERGOVERNMENTAL AGREEMENT WITH THE NEAH-KAH-NIE
SCHOOL DISTRICT

BACKGROUND INFORMATION----- President Green

The College and Neah-Kah-Nie School District have been actively engaged in creating a shared post-secondary learning space for North County residents. The following Intergovernmental Agreement has been reviewed by all parties and is ready for the Board's approval. Chair Wakefield and Vice Chair Lincoln, Executive Director Carnahan and President Green have reviewed the agreement and recommend it for Board approval.

INTERGOVERNMENT AGREEMENT
April 1, 2013

As defined in Oregon Revised Statutes 190.003 to 190.130, this Intergovernmental Agreement is made and entered into this 1st day of April, 2013 by and between Neah-Kah-Nie School District #56 acting by and through the Neah-Kah-Nie 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; and

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 and opportunities through distance education; and

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; and

WITNESSETH

Now therefore, it is hereby 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. Scope of Work

- 1.1 TBCC will consult with an architect and shall provide a plan and cost analysis of the proposed project in cooperation with the DISTRICT.
- 1.2 It is understood that the DISTRICT shall provide adequate parking for TBCC's projected use of the premises.
- 1.3 Based on the above analysis, in the event that the remodel project, including technological equipment, is estimated to cost in excess of \$450,000, then TBCC shall have the option to terminate this agreement unless the DISTRICT, in its discretion, shall agree to cover such additional cost.
- 1.4 During the period of planning and construction, for the project, DISTRICT agrees to subrogate all planning and construction functions to TBCC that are otherwise vested by law in the DISTRICT.

Agenda item E

April 1, 2013

- 1.5 DISTRICT shall create the final design element and scheduling for the completion of the project.
- 1.6 DISTRICT shall make its recommendation to TBCC, in respect to the final technological equipment and classroom furniture for the renovated space within the budget determined by the parties.
- 1.7 TBCC shall have final approval of the DISTRICT's final design plan for the classrooms, technology, and equipment to determine that the same shall also fit the needs of TBCC.
- 1.8 In conjunction with this agreement, and upon completion of construction, DISTRICT agrees to provide TBCC with a 30 (thirty) year use agreement for the renovated improvements, and technological equipment, as set forth in Exhibit A, attached hereto.
- 1.9 It is understood that the improvements, and use agreement, will encompass approximately 3600 square feet of instructional space in the existing high school building together with non-exclusive access to parking spaces located on site.
- 1.10 Commensurate with the execution of this Intergovernmental Agreement and the Use Agreement, TBCC will initiate the remodeling project.

SECTION 2. EQUIPMENT REQUESTS FOR PROPOSALS BY TBCC

- 2.1 The contract for the remodel project will be awarded by TBCC to a single contractor to complete all the work described by the scope of the project.
- 2.2 Pursuant to ORS 279 C. 400 through 279 C. 414 TBCC agrees to use a competitive request for proposal process in selecting the contract proposal. The selection will be made based on specific criteria required to select a contractor that has the appropriate project experience for remodeling a portion of the High School to include technology and science laboratories.
- 2.3 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
- 2.4 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.

SECTION 3. CONSTRUCTION

- 3.1 TBCC shall be responsible to, undertake and control all aspects of the remodeling construction of the building except as provided in 3.4 and 3.5 herein below.
- 3.2 The improvement will include the remodeling of approximately 3,600 square feet to include classrooms numbered 155, 156, 157, 159, storeroom 158 and generally hallway 141.
- 3.3 The improvement will include computers and technological equipment compatible with the local infrastructure to deliver and receive distant learning.
- 3.4 TBCC shall consult with DISTRICT representatives in developing the plans and construction, but TBCC shall have the final authority.
- 3.5 The District shall consult with TBCC to create the technology plan, identify technology equipment and classroom equipment for the renovated space. The equipment, and its installation will be part of the overall cost of the project, to be borne by TBCC.

SECTION 4. USE AGREEMENT

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

SECTION 5. INSURANCE

- 5.1 Each party agrees to maintain Liability insurance sufficient to meet the limits set forth in by ORS 30.271 and ORS 30.272 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 immediately upon its execution by the parties

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 Section 9 of this Agreement.

SECTION 9. TERMINATION

- 9.1 This agreement may be terminated at any time by the mutual consent and agreement of the parties in writing.
- 9.2 This Agreement may be terminated by the non-defaulting party if any party materially breaches any duty, term or condition of this Agreement. To be characterized as a material default, the party who believes that a default has occurred shall give the other party notice specifying the nature of the default and providing the other party 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, if the cure is not effected.
- 9.3 This Agreement may be terminated if either party is determined to have committed fraud or material misrepresentation against the other party. A party shall exercise this right of termination by notifying the other party in writing of its termination hereunder. The notice shall specify 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 Use Agreement as set forth in section 1 of Exhibit A of the use agreement.

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 provided 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.

**Agenda item E
April 1, 2013**

- 10.6 Integration. This Agreement supersedes all prior oral or written Agreements between DISTRICT and TBCC 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 this ____ day of _____ 2013.

Tillamook Bay Community College

Dated this ____ day of _____ 2013.

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

Craig Wakefield, Board Chair
4301 Third St., Tillamook, OR 97141
(503) 842-8222

Neah-Kah-Nie School District #56

Dated this ____ day of _____ 2013.

Paul Erlebach, Superintendent
PO Box 28, Rockaway Beach, OR 97136
(503) 355-2222,

Pat Ryan, Board Chair
PO Box 28, Rockaway Beach, OR 97136
(503) 355-2222

**EXHIBIT A
USE AGREEMENT**

This Use Agreement, dated _____, 2013 is made by and between Neah-Kah-Nie School District #56 ("DISTRICT") and Tillamook Bay Community College ("TBCC").

Contact persons for the parties, chargeable 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:
Neah-Kah-Nie School District

Attn: Paul Erlebach
PO Box 28
Rockaway Beach, OR 97136
(503) 355-2222; Fax: (503) 355-3434

RECITALS:

- A. TBCC provides educational services to residents living in North Tillamook County.
- B. TBCC and DISTRICT believe that it is mutually advantageous for TBCC to provide services in North County at the high school facilities located on DISTRICT property.
- C. This Use Agreement memorializes the intentions of both parties to achieve co-located operations. This Agreement requires TBCC to provide initial funding for the remodeling and initial equipment costs of the Premises in exchange for use for a period of 30 years. TBCC retains the right to continue this Use Agreement when expired for an 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.

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 Use Agreement shall commence ten (10) days following the Substantial Completion Date of the remodeling Project, and shall continue for a period of thirty (30) years. TBCC retains the right to continue this Use Agreement when expired 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 use of the remodeled portion of 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 Use Agreement at any time.
3. **Use of Premises.**
 - (a) The Premises subject to this Use Agreement will be approximately 3600 square feet of instructional, computer and technology laboratory space including equipment, consisting of classrooms numbered 155, 156, 157, 159, storeroom 158 and hallway 141, together with access to approximately 30 parking spaces at the High School.
 - (b) 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.
 - (c) 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.

- (d) 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.
 - (e) 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.
 - (f) TBCC and the DISTRICT will annually between February and June, during each subsequent year, establish a shared use schedule for the next school year. This schedule can be modified throughout the year with the agreement of the DISTRICT and TBCC President.
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 High School.
5. **DISTRICT's Covenants.**
- (a) DISTRICT covenants that it has the right and authority to enter into this Use Agreement; that use 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 Use Agreement, TBCC may enjoy the rights granted by this Agreement free from rightful interference by any third party.
 - (b) DISTRICT acknowledges 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 Use

Agreement.

7. **Improvements and Alterations.** Without the consent of the DISTRICT TBCC will not place fixtures, partitions, personal property, and the like in the Premises and will not make improvements or alterations to the Premises. TBCC will retain ownership of personal property and equipment placed in the Premises by TBCC personal property and equipment replaced by DISTRICT shall be owned by the DISTRICT. Upon expiration of the Use Agreement, or a sooner termination, TBCC may remove it's personal property and equipment from 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.
8. **Maintenance and Repair of Premises.** The District shall maintain, repair and replace the Premises, equipment and technology as necessary to keep it in good order, condition, and repair throughout the entire term of the Use Agreement. Maintenance and repair including technology may also be shared by TBCC with the DISTRICT by advance agreement based on the percentage of shared use of the building. Repair of damage caused by DISTRICT use is the DISTRICT'S responsibility. Repair and damage caused by TBCC's use is TCBB's responsibility.
9. **Services and Utilities.** TBCC shall pay its proportionate share for services including custodial and utilities shared with the DISTRICT to be negotiated annually, based on the percentage of shared use of the building after general use hours of the high school.
10. **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.
11. **Insurance.**
 - (a) DISTRICT shall keep in full force and affect 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 improvements and technology
 - (b) TBCC, at TBCC's sole cost and expense, shall keep in full force and affect a policy of General Liability or similar insurance providing bodily injury and property damage coverage with respect to the use of the Premises by TBCC. 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 Personal Property, including furniture, fixtures, equipment, and computers

12. **Default.** Neither Party shall be in default under this Use Agreement 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 non-defaulting party may terminate this Use Agreement 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 of ten percent (10%) on the judgment amount.

13. **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.

14. **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.

15. **Option to Terminate Use Agreement.** The DISTRICT may, terminate this Use Agreement on the condition that it reimburse TBCC for the prorated value of TBCC's Capital Investment to remodel and equip the Premises that is the subject of this Use Agreement. The amount 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 the termination. The option to terminate the Use

Agreement shall be exercised by the DISTRICT notifying TBCC, in writing, of its intent to terminate the Use Agreement and to reimburse TBCC's expense as calculated herein above. The notice must be provided no less than 180 days prior to its exercise.

16. **No Presumption Against Drafter.** The parties understand, agree and acknowledge that:
 - (a) this Use Agreement 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 Use Agreement 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 Use Agreement or any portion thereof.
17. **Attorney Fees.** If any suit, action arbitration or other proceeding shall be instituted to enforce 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, in addition to costs and disbursements allowed by law, such sum as the arbitrator trial court or 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.
18. **Access by TBCC.** TBCC and its agents shall have the right to enter and examine the remodeled portion of the Premises at all reasonable times within 30 days of termination or expiration of the Use Agreement.
19. **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.
20. **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.
21. **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.
22. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
23. **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, and their successors in interest any right or remedy of any nature whatsoever:
24. **Expenses.** Each party shall bear its own expenses in connection with this Agreement and the transactions contemplated by this Agreement.

25. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
26. **Merger.** This Use Agreement constitutes the entire Use Agreement between the parties and successors in interest of the parties. No waiver, consent, modification or change of terms of this Use 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 Use Agreement. The parties, by the signature below of their respective authorized representatives, hereby acknowledge that each has read this Use Agreement, understands it, and agrees to be bound by its terms and conditions.

This Use Agreement shall become effective and binding upon the parties upon its execution.

The parties have executed this Use Agreement this ____ day of _____, 2013.

Tillamook Bay Community College

Neah-Kah-Nie School District #56

By: _____

By: _____

Its: **President**

Its: **Superintendent**

Opportunities for Post-Secondary Education

RECOMMENDATION

INFORMATION ONLY – NO ACTION REQUESTED.

BACKGROUND INFORMATION ----- President Green and Superintendent Erlebach



Adjournment

RECOMMENDATION

MOTION TO ADJOURN THE JOINT BOARD WORKSHOP.

BACKGROUND INFORMATION----- Chair Wakefield



Call to Order • Acknowledge Guests

RECOMMENDATION

CALL THE MEETING TO ORDER AND ACKNOWLEDGE ANY GUESTS.

BACKGROUND INFORMATION----- Chair Wakefield



Approval of the Agenda

RECOMMENDATION

MOTION TO APPROVE THE AGENDA FOR THE APRIL MEETING.

BACKGROUND INFORMATION

----- Chair Wakefield



Invitation of Public Comment

RECOMMENDATION

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.

BACKGROUND INFORMATION----- Chair Wakefield



Approval of March 4, 2013 Minutes

RECOMMENDATION

MOTION TO APPROVE THE MARCH MINUTES.

BACKGROUND INFORMATION

----- Chair Wakefield



Board of Education Monday, March 4, 2013 6:00 pm

Board members in attendance: Ann Swain, Deborah Lincoln, Jim McGinnis, Rose Wharton, Bob Weitman, and Craig Wakefield.

Staff members in attendance: Sheryl Neu, Pat Ryan, Michele Burton, Lori Gates, Kyra Williams, and Connie Green.

Call to Order • Acknowledge Guests (agenda item 1)

The meeting was called to order at 6:05 pm by Chair Wakefield.

Approval of the Agenda (agenda item 2)

A motion to approve the agenda was made by Director Wharton and seconded by Director Weitman. The motion carried.

Invitation of Public Comment (agenda item 3)

There was no public comment at this time.

Approval of the February 4, 2013 Minutes (agenda item 4)

A motion to approve the minutes of the February 4, 2013 meeting was made by Director McGinnis and seconded by Director Wharton. The motion carried.

Achieving the Dream (agenda item 5)

Chief Academic Officer Gates reminded the Board that the college embarked on the Achieving the Dream initiative last fall. She stated that a number of things have been happening in regard to this. Director of Student Services Burton and Chief Academic Officer Gates recently attended the Dream Institute, the annual conference for Achieving the Dream. It brings together schools from the Achieving the Dream network with approximately 400 community colleges attending, doing presentations on what they call "interventions". "Interventions" are things that schools have done in order to improve student success. They varied from Learning Communities to Developmental Math. The Developmental Math intervention used an approach called a statway which is establishing a



statistics course instead of college algebra as an alternative for student, in particular, that are interested in the arts and humanities. They also look at a one or two course ramp for students to reach that course that could be completed with their college level math requirement.

There was also a meeting of Oregon colleges that were there. They also looked at shortening the number of courses in reading, writing and math to get to the college level course by supplemental instruction, grouping courses together, and several other methods. There was also an emerging ideas exchange which was a good way to find out what various colleges are doing without going to a full presentation.

Director of Student Services Burton stated that she attended a presentation by a college which looked at what they could do with their writing classes. They had a traditional structure and they emphasized that it is not enough to just look at the completion rate you need to look at how many people didn't even make it to the course. They looked at their courses and found that there were many places in their "pipelines" that leaked. There were places that students could choose to not continue. Therefore they decided to focus on that. They tried several things that didn't work, which they backed out of, until they reached the goal. Michele came away with the idea that you really have to have the goal in mind, whatever the particular goal is and continue to work at it until you find what is most successful at making students successful. You are looking for big things that make big differences for students. The data is what helps you measure that.

They also had a chance to visit with the data coach during an afternoon at the college. He helped the college focus on what we have and what we know so gaps can be identified. He also suggested they are looking at interventions to go along with the college's priorities. A Student success data summit is Friday March 8 in conjunction with Oregon Coast Community College, to get more members of the campus community involved in looking at the data and thinking about student success and what that might mean.

President Green pointed out the data points that they look at are similar to the areas in our achievement compact. They look at: 1) how do you get students from developmental to college level; 2) how do you get students to complete their first set of courses; 3) how do you get students to persist; 4) and how do you get students to actually complete certificates and degrees.

Reports

Oregon Community College Update (agenda item 6.A)

President Green went over some of the recent bills in this legislative session. She is trying to keep the Board informed on all that is going on. OCCA is very active on behalf of the Board, saying in essence "let us do our good work", "yes we are good partners and want to connect", and "we know how to do our business".

The Oregon Investment Board has started putting out their Post-Secondary Aspirations List. Cam Preus will be our graduation speaker. It may be one of her last official acts. She has taken the job as president at Blue Mountain Community College beginning there July 1st.

Financial Report (agenda item 6.B)



Comptroller/Budget Officer Williams asked for questions regarding the financial reports. There were no questions at this time.

Strategic Framework (agenda item 6.C)

President Green thanked the staff for their "heroic" efforts on the strategic framework. A motion to adopt the strategic framework as presented was made by Director Lincoln and seconded by Director Weitman. The motion carried.

Academic Calendar for 2013/2014 (agenda item 6.D)

Chief Academic Officer Gates explained that College Council did agree that the first two Friday's in July the college should be closed. Staff will be asked to take vacation or unpaid leave. Motion to accept the academic calendar as presented was made by Director McGinnis and seconded by Director Wharton. The motion carried.

Budget Preparation 2013/2014 (agenda item 6.E)

Comptroller/Budget Officer Williams explained that there has been quite a bit of work done to develop a proposed budget that is balanced for next fiscal year. She explained that the first look at the budget had a deficit of around \$400,000. The leadership team worked on how to bring the budget into balance and then shared their balanced budget with College Council. This was presented to College Council last month for their input. A similar deficit is expected next year as well. Director McGinnis asked how many of the community colleges are experiencing deficits like this. Comptroller/Budget Officer Williams explained that we are in similar situation with the other community colleges and some of them are actually in worse condition than TBCC. Good planning has allowed TBCC to have some reserve funds available. There is an increase in tuition but there were far more decreases in budgets in comparison. The increase in tuition amounts to only about \$65,000 the rest came from reductions as well as use of reserve funds. Director McGinnis stated that the Board really doesn't like tuition increases. He asked how big of an impact will the decrease in financial aid transfer from \$150,000 to \$ 100,000 be on the enrollment of the college. Comptroller/Budget Officer Williams explained that there will be a reallocation of how the funds are dispersed. There are three categories—general tuition waivers, scholarships, and work study. Currently the largest user of the funds is work study so more of the money will be put toward that for the one year. She went on to say that how to address this long term is under review.

Director McGinnis asked if going forward with the First Class Scholars program would continue. President Green explained that applications for 13-14 are already coming in, the question is really about what will done for 14-15. There are several options that are being explored. Director McGinnis stated that he believed that when First Scholars was instituted, the statement was made that students who qualify for grants/financial aid would use those funds first and any remaining expenses would be covered by First Class Scholars. President Green shared that currently that is not how this is implemented. Overall the students age 18 to 21 are about 20% of TBCC students. 80% of the students are over 21 to 65 and they have just federal financial aid. The question is how we serve all while maintaining a strong connection to high school as their first choice to come.



Director Swain asked if the problem of job creation will impact TBCC. There are no jobs for when students graduate. President Green said most of our students are working as they are attending. Once they graduate they look for the next best career. Another Board member asked about students coming to college to live off of financial aid. President Green stated that leadership team is aware that there are a few students that come to college to live off of financial aid. College is not their first choice but it is a choice of resource. A report just came out that says community colleges have one of the largest default rates on loans in the State of Oregon. Overall the students who come to TBCC want the education and work very hard to gain skills.

2013-2014 Tuition and Fee Schedule (agenda item 6.F)

Comptroller Williams explained that the only increases in the 2013-2014 Tuition and Fee schedule is the tuition increase of \$5 for both in state and out of state rates. A question regarding the average tuition rate in the state was asked. Information is still preliminary, but it appears that the average will be near \$89. Many colleges are raising tuition by \$5. Based on the recommended \$5 increase, TBCC will go from just below the average this year to just over the average for next year.

Standing Business

Strategic Planning and Accreditation (agenda item 7.A)

Chief Academic Officer Gates reported that work is underway on the self evaluation. Dr. Richard Cummins, President of Columbia Basin College is chairing the visit. The team will be at TBCC on October 8 through October 10. President Green asked that Board Directors to save the dates. Chief Academic Officer Gates shared that the teams usually visit with the Board members on the second day -October 9. We do not have their schedule at this time.

Board of Education Policies

202,203,204,211,213,224,300,302,304,311,321,400,401,402,406,407,408,501.6 (agenda item 7.B)

The Board walked through each policy and gave edits or minor corrections as well as discussed some of the alignment work in the policies. Overall the policies edits were understandable and did not need an in-depth policy conversation. The Board thanked the team for the effort.

Board Evaluation (agenda item 7.C)

The Board Evaluation was shared for approval. The Board agreed that this evaluation represented the work ahead for them. A motion to accept the Board Evaluation was made by Director Weitman and seconded by Director Swain. The motion carried.

Personnel (agenda item 7.D)

Director Ryan shared a range of issues that will be affecting the college and its employees over the next several years. First the Affordable Care Act is coming and the total effect on small colleges is not known. In January 2014 the Oregon State Insurance exchange will come in to existence. This may lower insurance cost. OEBB might be dissolved. In 2018 there will be an excise tax on total premiums if the premiums exceed a certain threshold. Currently none of the plans TBCC uses do but in four years they might.



Another area that affects TBCC is the national, state and local issues around gun control. Currently TBCC does not have a separate policy from the Oregon State policy on guns. There are several proposals at the legislature and after this session, TBCC may need to create, adopt or affirm a gun policy.

Facilities (agenda item 7.E)

President Green provided the Board with information on and a draft inter-governmental agreement between TBCC and Neah-Kah-Nie Board for renovation of Neah-Kah-Nie high school to be used as the TBCC north location. The Board agreed that this proposal makes sense. At the shared Board workshop with Neah-Kah-Nie Board on April 1, the Board can discuss the expectations of working together in North County. The construction would begin in mid-June and be completed by the end of August. The Board would need to approve a contractor at the June Board meeting. The amount for the renovation and technology is \$450,000. The Board will meet with Neah – Kah- Nie Board at 5:30 p.m. at the Neah–Kah-Nie district offices. It was noted that Director Wharton and Director Weitman will not be there.

Announcements and General Information (agenda item 8)

President Green highlighted the Data summit with Oregon Coast on Friday.

All Board members shared they had filed their candidate forms for the Board.

It was noted that Director Weitman will not be at the budget meeting on April 15.

It was also noted that Director McGinnis and Director Wharton will be gone and unable to attend Graduation on June 14.

Invitation to Public Comment (agenda item 9)

There was no public comment at this time.

Board Member Discussion Items (agenda item 10)

There were no Board member discussion items at this time.

Adjournment (agenda item 11)

The regular Board meeting was adjourned at 7:40 pm by Chair Wakefield.



Update

RECOMMENDATION

INFORMATION ONLY – NO ACTION REQUESTED.

BACKGROUND INFORMATION ----- Chief Academic Officer Gates

Dual credit is when a student takes a college course from a high school instructor at the high school and receives both high school and college credit. TBCC has been doing dual credit with local high schools for many years, but there have been some recent developments. Numbers in dual credit from each high school in the County have increased over the past few years. The State has implemented Dual Credit Standards and TBCC went through a program approval process last year to be approved to continue to offer dual credit. Program approval is bringing changes to TBCC's practices that are strengthening the program. Finally, a new dual credit OAR revision is being proposed that will impact the definition of qualified instructors. The definition of qualified instructors has been a problem for community colleges since the current OAR sets criteria for community college dual credit instructors that doesn't apply to the universities.



Oregon Community College Update

RECOMMENDATION

INFORMATION ONLY – NO ACTION REQUESTED.

BACKGROUND INFORMATION ----- President Green

The legislative session is moving quickly.

The Ways and Means Co-Chairs Budget and Governor's Recommended Budget (GRB) includes \$428 million for the Community College Student Support Fund up from \$395.5 million for 2011-2013 biennium. The Co-Chairs of Ways and Means set \$428 million as the floor for community college funding recognized the need to do more listing the Community College Support Fund at the top of the list of budgets legislators hoped to improve. OCCA is working daily to assist legislators see the need to increase this amount. It is difficult to balance the state budget. The state budget is tight and if savings are not realized, there is no additional room in the state general fund for community colleges.

Here are some current facts:

- K-12 education is funded differently. If they get an increase it will increase their outcomes, the community colleges need the same increase to accomplish 40-40-20 (at least \$460 for community colleges to be comparable to K-12).
- Currently there is 40% less per student for community colleges due to enrollment growth. How much of that will be taken up by PERS increase? This would move community colleges further away from 40-40-20.
- What will 40-40-20 cost? If community colleges are to increase capacity and increase the rate of completion, community colleges will need \$510 to accomplish this.

Capital Construction – there are 10 projects funded for \$70,000,000 in the governor's budget; OCCA is asking for all project on the list to be funded at \$107,000,000.

The bills for the reorganization of post secondary agencies (CCWD, OUS, OSAC) has hit some snags. The bills to create independent boards for OUS universities is moving and the need for the HECC to oversee this is increasing. The conversation is currently about an Office for HECC and keeping all the agencies where they are currently. This creates many disconnects for community colleges potentially reporting to both HECC and SBE. More to come.



Financial Report

RECOMMENDATION

INFORMATION ONLY – NO ACTION REQUESTED.

BACKGROUND INFORMATION----- Comptroller/Budget Officer Williams

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



Tillamook Bay Community College
 Unaudited Summary Financial Information
 General Fund
 Fiscal Year-to-Date Ended February 2013
 66.67% of fiscal year elapsed

	FY 2011-2012			FY 2012-2013		
	Annual Budget	02/29/12 Actual	Percentage of Budget	Annual Budget	02/28/13 Actual	Percentage of Budget
Resources						
Beginning Fund Balance	\$ 982,678	\$ 746,566.15	75.97%	\$ 704,449	\$ 737,977.42	104.76%
State	\$ 865,821	\$ 648,412.52	74.89%	\$ 777,491	\$ 607,978.45	78.20%
Property Taxes	\$ 1,020,018	\$ 901,242.59	88.36%	\$ 1,043,941	\$ 926,413.77	88.74%
Local Contract	\$ 25,000	\$ 27,250.00	0.00%	\$ 37,500	\$ 35,323.00	94.19%
Tuition	\$ 866,666	\$ 761,152.56	87.83%	\$ 1,173,450	\$ 913,311.18	77.83%
Fees	\$ 179,639	\$ 135,600.00	75.48%	\$ 197,148	\$ 152,232.50	77.22%
Sale of Goods	\$ 3,000	\$ 2,375.00	79.17%	\$ 4,000	\$ 1,639.00	40.98%
Interest	\$ 4,000	\$ 2,966.64	74.17%	\$ 5,000	\$ 4,241.14	84.82%
Rental	\$ 6,500	\$ 5,165.00	0.00%	\$ 6,665	\$ 9,380.00	140.74%
Miscellaneous	\$ 7,500	\$ 5,437.30	72.50%	\$ 8,000	\$ 2,309.19	28.86%
Transfers	\$ 473,174	\$ 102,625.19	21.69%	\$ 416,640	\$ 350,642.13	84.16%
Total resources	\$ 4,433,996	\$ 3,338,792.95	75.30%	\$ 4,374,284	\$ 3,741,447.78	85.53%
Expenditures						
Instruction	\$ 1,439,310	\$ 807,640.80	56.11%	\$ 1,450,270	\$ 807,215.49	55.66%
Instructional Support	\$ 414,559	\$ 289,298.95	69.78%	\$ 455,537	\$ 286,573.00	62.91%
Student Services	\$ 356,831	\$ 191,833.03	53.76%	\$ 364,562	\$ 209,938.10	57.59%
College Support	\$ 1,076,027	\$ 729,220.14	67.77%	\$ 1,118,905	\$ 540,262.01	48.28%
Plant Operation	\$ 379,582	\$ 195,897.75	51.61%	\$ 353,898	\$ 216,988.51	61.31%
Transfers	\$ 266,600	\$ 227,879.69	85.48%	\$ 269,112	\$ 225,467.63	83.78%
Contingency	\$ 50,000	\$ -	0.00%	\$ 50,000	\$ -	0.00%
Total expenditures	\$ 3,982,909	\$ 2,441,770.36	61.31%	\$ 4,062,284	\$ 2,286,444.74	56.28%
Ending fund balance	\$ 451,087	\$ 897,022.59	198.86%	\$ 312,000	\$ 1,455,003.04	466.35%

Agenda Item 6.B. Attachment #2
Tillamook Bay Community College
Unaudited Summary Financial Information (Modified Accrual Basis)
Fiscal Year-to-Date Ended February 2013

	Fund No.	Beginning Fund Balance	2012-2013 Revenue	2012-2013 Expenditures	Ending Fund Balance	2012-2013 Spendable Budget	2011-2012 Prior Year Expenditures
Adult Basic Education	210	\$ -	\$ 32,626.17	\$ 46,074.54	\$ (13,448.37)	\$ 68,800	\$ 38,483.51
Tutor Grant	211	\$ -	\$ 7,495.46	\$ 10,007.16	\$ (2,511.70)	\$ 13,892	\$ 9,420.80
Sprint Yellow Pages Literacy Grant	215	\$ 2,495.57	\$ -	\$ 156.86	\$ 2,338.71	\$ 2,400	\$ 3.05
United Way Literacy Grant	216	\$ 7,631.26	\$ 750.00	\$ 226.00	\$ 8,155.26	\$ 7,900	\$ 113.00
Learning Standards Grant	219	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90.72
Lumina Core to College Grant	222	\$ -	\$ -	\$ 4,220.49	\$ (4,220.49)	\$ -	\$ -
CASE Grant	223	\$ -	\$ 38,872.55	\$ 51,331.97	\$ (12,459.42)	\$ 190,702	\$ 6,720.85
Pathways Grant	225	\$ -	\$ 14,845.05	\$ 20,307.96	\$ (5,462.91)	\$ 31,731	\$ -
Industrial Maintenance Tech	226	\$ 51,586.23	\$ 30,000.00	\$ 36,085.36	\$ 45,500.87	\$ 120,000	\$ 32,897.28
OYA Instruction Contract	227	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,389.32
SESP Oregon Green Tech Certificate	228	\$ -	\$ 190.56	\$ 4,278.81	\$ (4,088.25)	\$ 4,663	\$ 5,059.62
OYA Instruction Supplemental Contract	229	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,148.12
SBDC Federal Grant	230	\$ -	\$ 15,575.00	\$ 25,772.00	\$ (10,197.00)	\$ 30,250	\$ 18,636.50
SBDC State Grant	231	\$ -	\$ 7,283.56	\$ 9,358.21	\$ (2,074.65)	\$ 29,804	\$ 8,425.67
SBDC Program Income	232	\$ 19,024.95	\$ 1,400.00	\$ 193.93	\$ 20,231.02	\$ 6,035	\$ 112.25
SBDC - EDC Fund	235	\$ -	\$ 47,836.46	\$ 65,015.91	\$ (17,179.45)	\$ 109,776	\$ 58,796.94
TEC Vocational Education Grant	240	\$ -	\$ -	\$ -	\$ -	\$ 24,722	\$ -
Student Assistance	250	\$ 1,477.39	\$ 158.00	\$ 45.00	\$ 1,590.39	\$ 2,300	\$ 734.00
Work Keys Mini Grant	251	\$ 1,598.22	\$ -	\$ 69.00	\$ 1,529.22	\$ 1,700	\$ 124.00
Bay City Rental	260	\$ 3,490.13	\$ -	\$ 3,490.13	\$ -	\$ 3,491	\$ -
First Term to First Year Persistence	271	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,987.29
Statewide Distance Learning System Development	272	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46,158.40
OFAX Assess for Distance Learning	273	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00
FOE Implementation Grant	274	\$ -	\$ 9,000.00	\$ 7,882.87	\$ 1,117.13	\$ -	\$ -
Lumina Credit When It's Due Grant	275	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -
Oregon Accelerated College Credit Program	276	\$ -	\$ -	\$ 138.27	\$ (138.27)	\$ -	\$ -
Capital Depreciation & Maintenance Fund	290	\$ 995,207.19	\$ 3,685.56	\$ 40,000.00	\$ 958,892.75	\$ 140,000	\$ -
Timber Tax Reserve Fund	291	\$ -	\$ 179,873.20	\$ 179,873.20	\$ -	\$ 252,989	\$ -
Strategic Investment Fund	295	\$ 1,388,797.81	\$ 4,969.74	\$ 107,964.00	\$ 1,285,803.55	\$ 207,964	\$ 94,611.00
State IGA Fund	296	\$ -	\$ 120,568.00	\$ 120,568.00	\$ -	\$ 24,960	\$ -
Total Special Fund		\$ 2,471,308.75	\$ 523,129.31	\$ 733,059.67	\$ 2,261,378.39	\$ 1,274,079	\$ 336,912.32

Schedule of Special Fund borrowing from General Fund

	Ending Working Capital	Less Accounts Receivable	Add Liabilities	Ending Cash Balance 2/28/2013
Total of Grants that borrow from the General Fund	\$ (71,780.51)	\$ 31,723.49	\$ -	\$ (103,504.00)
Total of Grants that are not borrowing from the General Fund	\$ 2,333,158.90	\$ 350.00	\$ -	\$ 2,332,808.90
Total Special Fund	\$ 2,261,378.39	\$ 32,073.49	\$ -	\$ 2,229,304.90

	Fund No.	Beginning Working Capital	2012-2013 Revenue	2012-2013 Expenditures	Ending Working Capital	2012-2013 Spendable Budget	2011-2012 Prior Year Expenditures
Community Education	310	\$ 4,530.24	\$ 4,242.00	\$ 2,249.48	\$ 6,522.76	\$ 7,695	\$ 791.13
Bookstore	320	\$ 75,989.71	\$ 124,751.71	\$ 160,704.83	\$ 40,036.59	\$ 257,979	\$ 183,205.88
Customized Training Projects	330	\$ 12,315.34	\$ 848.30	\$ 784.30	\$ 12,379.34	\$ 14,326	\$ 1,571.98
Culinary & Hospitality Program	340	\$ 3,317.54	\$ 6,870.14	\$ 5,616.39	\$ 4,571.29	\$ 8,575	\$ 5,879.58
Total Enterprise Fund		\$ 96,152.83	\$ 136,712.15	\$ 169,355.00	\$ 63,509.98	\$ 288,575	\$ 191,448.57
PERS Pension Bond Fund	410	\$ 16,963.14	\$ 70,327.48	\$ 40,038.35	\$ 47,252.27	\$ 108,477	\$ 40,618.73
General Obligation Bond Fund	420	\$ 21,796.50	\$ 605,341.80	\$ 180,318.75	\$ 446,819.55	\$ 660,637	\$ 185,918.75
Total Debt Service Fund		\$ 38,759.64	\$ 675,669.28	\$ 220,357.10	\$ 494,071.82	\$ 769,114	\$ 226,537.48
Campus Construction Fund - GO Bonds	520	\$ 1,310,627.94	\$ 5,239.46	\$ 43,707.79	\$ 1,272,159.61	\$ 1,505,000	\$ 53,434.13
Total Capital Projects Fund		\$ 1,310,627.94	\$ 5,239.46	\$ 43,707.79	\$ 1,272,159.61	\$ 1,505,000	\$ 53,434.13
Associated Students of TBCC	710	\$ 3,277.94	\$ 5,314.58	\$ 5,110.45	\$ 3,482.07	\$ 12,400	\$ 5,657.73
Phi Theta Kappa Honorary Society Fund	720	\$ 1,431.67	\$ 2,292.05	\$ 1,328.71	\$ 2,395.01	\$ 5,525	\$ 3,764.08
Total Agency Fund		\$ 4,709.61	\$ 7,606.63	\$ 6,439.16	\$ 5,877.08	\$ 17,925	\$ 9,421.81
Tuition Waivers	831	\$ 16,598.50	\$ 21,000.00	\$ 10,112.00	\$ 27,486.50	\$ 36,000	\$ 12,045.50
Board Scholarships	832	\$ 117,454.57	\$ 100,000.00	\$ 111,718.75	\$ 105,735.82	\$ 217,000	\$ 73,381.50
Institutional Work Study	833	\$ 6,683.33	\$ 29,000.00	\$ 7,201.00	\$ 28,482.33	\$ 33,500	\$ 15,008.92
Foundation Scholarships	834	\$ -	\$ 9,820.75	\$ 9,820.75	\$ -	\$ 50,000	\$ 49,464.10
Non-Institutional Scholarships	840	\$ 4,582.07	\$ 23,670.00	\$ 21,394.55	\$ 6,857.52	\$ 52,000	\$ 32,252.33
Total Financial Aid Fund		\$ 145,318.47	\$ 183,490.75	\$ 160,247.05	\$ 168,562.17	\$ 388,500	\$ 182,152.35

Agenda Item 6.B. - Attachment #3

Tillamook Bay Community College

Summary Financial Information - Cash Status

Preliminary for Fiscal Year-to-Date Ended February 2013

66.67% 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		\$ 1,110,848			\$ 2,231,164			\$ 4,690			\$ 29,373	
Beginning Fund Balance	\$ 704,449	\$ 737,977	104.76%	\$ 2,385,291	\$ 2,471,309	103.61%	\$ 1,805	\$ 4,530	250.97%	\$ 26,714	\$ 75,990	284.46%
Resources												
State Aid	\$ 777,491	\$ 607,978	78.20%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Grants and Contracts	\$ 37,500	\$ 35,323	94.19%	\$ 900,536	\$ 332,293	36.90%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Tuition and Fees	\$ 1,370,598	\$ 1,065,544	77.74%	\$ 6,000	\$ 1,400	23.33%	\$ 7,500	\$ 4,242	56.56%	\$ -	\$ -	0.00%
Local Taxes	\$ 1,043,941	\$ 926,414	88.74%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Timber	\$ -	\$ -	0.00%	\$ -	\$ 179,873	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Sale of Goods	\$ 4,000	\$ 1,639	40.98%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 250,000	\$ 124,316	49.73%
Interest	\$ 5,000	\$ 4,241	84.82%	\$ 11,850	\$ 8,655	73.04%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Rental	\$ 6,665	\$ 9,380	140.74%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Miscellaneous	\$ 8,000	\$ 2,309	28.86%	\$ 1,500	\$ 908	60.53%	\$ -	\$ -	0.00%	\$ 1,000	\$ 436	43.60%
Transfers	\$ 416,640	\$ 350,642	84.16%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Total Revenues	\$ 3,669,835	\$ 3,003,470	81.84%	\$ 919,886	\$ 523,129	56.87%	\$ 7,500	\$ 4,242	56.56%	\$ 251,000	\$ 124,752	49.70%
Expenditures												
Salaries and Wages	\$ 2,663,255	\$ 1,543,643	57.96%	\$ 458,267	\$ 190,297	41.53%	\$ 4,725	\$ 1,799	38.07%	\$ 47,209	\$ 30,315	64.21%
Operating Expenditures	\$ 1,011,917	\$ 511,244	50.52%	\$ 181,752	\$ 193,389	106.40%	\$ 2,450	\$ 451	18.41%	\$ 208,050	\$ 129,122	62.06%
Capital Outlay	\$ 68,000	\$ 6,090	8.96%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Debt Service	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Transfers	\$ 269,112	\$ 225,468	83.78%	\$ 414,060	\$ 349,374	84.38%	\$ 520	\$ -	0.00%	\$ 1,720	\$ 1,268	73.72%
Other budgetary accounts (Note 1)	\$ 50,000	\$ -	0.00%	\$ 2,239,133	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 1,000	\$ -	0.00%
Total expenditures	\$ 4,062,284	\$ 2,286,445	56.28%	\$ 3,293,212	\$ 733,060	22.26%	\$ 7,695	\$ 2,250	29.24%	\$ 257,979	\$ 160,705	62.29%
Ending Fund Balance	\$ 312,000	\$ 1,455,002		\$ 11,965	\$ 2,261,378		\$ 1,610	\$ 6,522		\$ 19,735	\$ 40,037	
Adjustments to bring Ending Fund Balance to Ending Cash Balance												
Assets												
Receivables		\$ 350,470			\$ 32,073			\$ -			\$ -	
Inventories		\$ 3,246			\$ -			\$ -			\$ 51,748	
NET EFFECT ON CASH		\$ (353,716)			\$ (32,073)			\$ -			\$ (51,748)	
Liabilities												
Accounts Payable		\$ 42,187			\$ -			\$ -			\$ -	
Unearned Revenue (Note 2)		\$ 84,682			\$ -			\$ -			\$ -	
Payroll		\$ 128,029			\$ -			\$ -			\$ 7,811	
NET EFFECT ON CASH		\$ 254,898			\$ -			\$ -			\$ 7,811	
NET ADJUSTMENTS		\$ (98,818)			\$ (32,073)			\$ -			\$ (43,937)	
ENDING CASH BALANCE		\$ 1,356,184			\$ 2,229,305			\$ 6,522			\$ (3,900)	

Agenda Item 6.B. - Attachment #3
Tillamook Bay Community College
Summary Financial Information - Cash Status
Preliminary for Fiscal Year-to-Date Ended February 2013
66.67% 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		\$ 12,315			\$ 3,318			\$ 27,168			\$ 1,311,043	
Beginning Fund Balance	\$ 10,000	\$ 12,315	0.00%	\$ 300	\$ 3,318	0.00%	\$ 5,000	\$ 38,760	775.20%	\$ 1,500,000	\$ 1,310,628	87.38%
Resources												
State Aid	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Grants and Contracts	\$ 11,000	\$ 128	1.16%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Tuition and Fees	\$ -	\$ 720	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Local Taxes	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 659,837	\$ 604,447	91.61%	\$ -	\$ -	0.00%
Timber	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Sale of Goods	\$ -	\$ -	0.00%	\$ 8,275	\$ 6,870	83.02%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Interest	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 850	\$ 898	105.65%	\$ 5,000	\$ 5,239	104.78%
Rental	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Miscellaneous	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Transfers	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 110,000	\$ 70,324	63.93%	\$ -	\$ -	0.00%
Total Revenues	\$ 11,000	\$ 848	7.71%	\$ 8,275	\$ 6,870	83.02%	\$ 770,687	\$ 675,669	87.67%	\$ 5,000	\$ 5,239	104.78%
Expenditures												
Salaries and Wages	\$ 6,316	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 15,439	\$ 14,707	95.26%
Operating Expenditures	\$ 7,670	\$ 784	10.22%	\$ 8,275	\$ 5,616	67.87%	\$ 1,600	\$ 1,600	100.00%	\$ 1,489,561	\$ 29,001	1.95%
Capital Outlay	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Debt Service	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 767,514	\$ 218,757	28.50%	\$ -	\$ -	0.00%
Transfers	\$ 340	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Other budgetary accounts (Note 1)	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Total expenditures	\$ 14,326	\$ 784	5.47%	\$ 8,275	\$ 5,616	67.87%	\$ 769,114	\$ 220,357	28.65%	\$ 1,505,000	\$ 43,708	2.90%
Ending Fund Balance	\$ 6,674	\$ 12,379		\$ 300	\$ 4,572		\$ 6,573	\$ 494,072		\$ -	\$ 1,272,159	
Adjustments to bring Ending Fund Balance to Ending Cash Balance												
Assets												
Receivables	\$ -	\$ -		\$ -	\$ -		\$ 53,468	\$ -		\$ -	\$ -	
Inventories	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	
NET EFFECT ON CASH	\$ -	\$ -		\$ -	\$ -		\$ (53,468)	\$ -		\$ -	\$ -	
Liabilities												
Accounts Payable	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	
Unearned Revenue (Note 2)	\$ -	\$ -		\$ -	\$ -		\$ 53,468	\$ -		\$ -	\$ -	
Payroll	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	
NET EFFECT ON CASH	\$ -	\$ -		\$ -	\$ -		\$ 53,468	\$ -		\$ -	\$ -	
NET ADJUSTMENTS	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	
ENDING CASH BALANCE	\$ 12,379	\$ 12,379		\$ 4,572	\$ 4,572		\$ 494,072	\$ 494,072		\$ 1,272,159	\$ 1,272,159	

Agenda Item 6.B. - Attachment #3

Tillamook Bay Community College

Summary Financial Information - Cash Status

Preliminary for Fiscal Year-to-Date Ended February 2013

66.67% of Budget Period Expended

	Agency Fund			Financial Aid Fund		
	Budget	Actual	%	Budget	Actual	%
Beginning Cash Balance		\$ 4,710			\$ 145,318	
Beginning Fund Balance	\$ 5,225	\$ 4,710	90.14%	\$ 138,500	\$ 145,318	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	\$ 6,000	\$ 2,463	41.05%	\$ 100,000	\$ 33,491	33.49%
Transfers	\$ 9,112	\$ 5,143	56.44%	\$ 150,000	\$ 150,000	100.00%
Total Revenues	\$ 15,112	\$ 7,606	50.33%	\$ 250,000	\$ 183,491	73.40%
Expenditures						
Salaries and Wages	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Operating Expenditures	\$ 17,925	\$ 6,439	35.92%	\$ 388,500	\$ 160,247	41.25%
Capital Outlay	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Debt Service	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Transfers	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Other budgetary accounts (Note 1)	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Total expenditures	\$ 17,925	\$ 6,439	35.92%	\$ 388,500	\$ 160,247	41.25%
Ending Fund Balance	\$ 2,412	\$ 5,877		\$ -	\$ 168,562	
Adjustments to bring Ending Fund Balance to Ending Cash Balance						
Assets						
Receivables		\$ -			\$ -	
Inventories		\$ -			\$ -	
NET EFFECT ON CASH		\$ -			\$ -	
Liabilities						
Accounts Payable		\$ -			\$ -	
Unearned Revenue (Note 2)		\$ -			\$ -	
Payroll		\$ -			\$ -	
NET EFFECT ON CASH		\$ -			\$ -	
NET ADJUSTMENTS		\$ -			\$ -	
ENDING CASH BALANCE		\$ 5,877			\$ 168,562	

\$ 5,545,732

Cell: A33

Comment: Note 1. Contingency in the General Fund and Enterprise Fund and Reserves in Special Fund.

Cell: A47

Comment: Note 2. Assessed but unreceived property taxes and deferred tuition and fees when applicable.

Preliminary 2013-2014 Budget Information

RECOMMENDATION

Receive information presented. No formal action on the 2013-2014 Budget is requested at this time.

BACKGROUND INFORMATION-----

Comptroller

Williams

In accordance with the 2013-2014 Budget Development Schedule, a proposed detail budget will be mailed to the Board and Public Budget Committee Members in preparation for the Budget Committee Meeting scheduled for April 15, 2013. The information shown below is preliminary and is provided for informational purposes only.

PRELIMINARY BUDGET - REVENUE CATEGORIES

	2011-2012	2012-2013	2013-2014	
	<u>Actual</u>	<u>Adopted</u>	<u>Proposed</u>	<u>Notes</u>
		<u>Budget</u>	<u>Budget</u>	
Resources				
Beginning Fund Balance	\$ 746,564	\$ 704,449	\$ 539,247	
State – CC Support Fund	865,157	777,491	895,000	Note 1
Property Taxes	1,030,868	1,043,941	1,103,711	Note 2
Contracts – Local	35,783	37,500	37,500	Note 3
Tuition	1,098,761	1,173,450	1,165,000	Note 4
Fees	195,154	197,148	190,000	Note 5
Sale of Goods	3,833	4,000	4,000	Note 6
Interest	5,224	5,000	5,000	Note 7
Miscellaneous	14,866	14,665	14,000	Note 8
Transfers	416,939	416,640	450,585	Note 9
Total Resources	\$ 4,413,149	\$ 4,374,284	\$ 4,404,043	

Budget Notes – Resources

1. **Community College Support Fund** – Amount equals the projected transfer to TBCC based on the Department of Community Colleges and Workforce Development funding formula calculated distribution of an estimated 2013-2015 state biennial appropriation of \$428,000,000.
2. **Property Taxes** – Amount equals the projected collections of FY13-14 and prior year's property tax receipts for Tillamook County and includes 3 percent growth per County practice.
3. **Contracts - Local** – Tillamook County General Hospital pays to support a portion of the contract with Clatsop Community College for the Nursing Program.
4. **Tuition** – Tuition revenue for FY12-13 is not expected to meet the Adopted Budget. Tuition revenue estimate is based on no increase in enrollment from FY12-13 and a \$5 per credit increase in the tuition rate.
5. **Fees** – No changes aimed at increasing fee revenue are proposed.
6. **Sale of Goods and Services** - This revenue is primarily from GED testing services – no material change is proposed.



7. **Interest Income** - Interest is from investment in the Local Government Investment Pool and interest earned on property taxes collected by the County.
8. **Miscellaneous Income** – includes revenue primarily from reimbursed expenses and rent for use of our facilities.
9. **Transfers In** – includes transfers from the Capital Depreciation and Maintenance and Strategic Initiatives Reserves to pay for facilities equipment, maintenance and strategic instructional program initiatives. Other transfers include monies from the Enterprise and Special Funds for PERS debt service and administrative overhead and timber tax support.

PRELIMINARY BUDGET - EXPENDITURE CATEGORIES

	2011-2012	2012-2013	2013-2014	
	<u>Actual</u>	<u>Adopted</u>	<u>Proposed</u>	<u>Notes</u>
Expenditures				Note 1
Instruction	\$1,409,311	\$1,450,270	\$1,484,763	
Instructional Support	421,436	455,537	468,361	
Student Services	292,310	364,562	377,772	
College Support	993,029	1,118,905	1,016,215	
Plant Operations	291,519	353,898	280,011	
Transfers	267,567	269,112	219,112	Note 3
Contingency		362,000	557,809	Note 2
Total Expenditures	\$3,675,172	\$4,374,284	\$4,404,043	
Ending Fund Balance	\$ 737,977			Note 2

Budget Notes - Expenditures

1. General Assumptions and Information –

- a. **Inflation** – Across the board increases in the cost of purchased goods and services are not programmed in the FY13-14 proposed budget. However, specific amounts for materials and services have been adjusted where increases(or decreases) are known or can be reasonably estimated.
- b. **Salaries and Benefits** – In the 2013-2014 budget, there is no longevity step increase and no cost of living adjustments proposed.

College employees are continuing furloughs as a cost-savings measure. Staff employees will receive 11 days of unpaid leave and faculty members will receive 7 days.

The College's insurance stipend is increasing by 3.0% to \$1,205 per employee per month to insure that full payment of employee-only health insurance is maintained and a partial contribution to dependent coverage remains. Insurance coverage at pro-rated amounts for part-time employees is maintained. The budget retains the PERS employee portion pickup.

- c. **Positions** – A couple staff positions at the College will also have hours reduced in this budget.



- d. **Major Capital Expenditures** – No major capital projects are contemplated to be funded from the General Fund in this fiscal year. However, the Campus Construction Fund - established to receive, record and disburse bond revenue – includes funding in FY13-14, for remodeling of existing facilities in north Tillamook County.
2. **Contingency and Ending Fund Balance** – The budget will contain approximately \$557,809 for Operating Contingency and Ending Fund Balance which represents approximately 14.5% of the General Fund Budget. Operating Contingency is \$50,000 and the balance is designated for Ending Fund Balance. Ending Fund Balance allows TBCC to maintain cash flow without having to borrow.
3. **Transfers** – Transfers include funding for financial aid, PERS debt service, and student government support. College-funded student financial aid is budgeted and accounted for in the Financial Aid Fund (FAF). In order to provide adequate funding for the College's financial aid activities in FY13-14, \$100,000 is being transferred into the FAF from the General Fund. This is a reduction from prior years.



2013-2014 Tuition and Fee Schedule

RECOMMENDATION

APPROVAL OF THE 2013-2014 TUITION AND FEE SCHEDULE.

BACKGROUND INFORMATION

-----Comptroller Williams Presented here for second reading and approval is the proposed 2013-2014 Tuition and Fee Schedule.

Preliminary information indicates that the 2013-2014 average tuition rate for Oregon Community Colleges will increase again this next fiscal year. These increases are primarily due to current statewide economic and budget conditions. Per 2013-2014 Board approved budget guidelines and to indicate TBCC's local commitment to funding the College, a credit tuition rate increase is proposed for implementation in Summer Term 2013.

Tuition or Fee Item	Current 2012-2013	Proposed 2013-2014
<i>Tuition</i>		
In-State Tuition per Credit Hour	\$85	\$90
Out-of-State Tuition per Credit Hour	\$105	\$110
<i>Fees</i>		
Placement Test	\$20	\$20
Placement Test Retest	\$20	\$20
GED Testing Fee	\$113	\$113
GED Offsite Testing Fee	\$132	\$132
GED Retest Fee	\$20	\$20
GED No-Show Fee	\$15	\$15
Deferred Payment Plan – Application Fee	\$15	\$15
Deferred Payment Plan – Late Payment Fee	\$25	\$25
Late Payment Fee	\$75	\$75
Proctored Testing per test for non-TBCC credit students or staff	\$25	\$25
Technology Fee (per credit)	\$5	\$5
Non-Student Computer Lab Use Fee (per term)	\$75	\$75
Calculator Rental (per term)	\$15	\$15
Printed Catalog (first copy from academic advisor free)	\$5	\$5
Late Registration Fee (per course)	\$25	\$25
High School Credit Recovery (H.S. half credit class)	\$90	\$90
Adult Basic Skills Instructional Course Fee	\$15	\$15



Return Check Fee	\$25	\$25
Student Services Fee (per credit)	\$2	\$2
Base Course Fee (per credit)	\$4	\$4
Self Improvement Course Fees	market or self support level	market or self support level
EMT Practical Exams Fee for non-TBCC student, former student or staff	\$10/station	\$10/station



Achievement Compact

RECOMMENDATION

INFORMATION ONLY – NO ACTION REQUESTED.

BACKGROUND INFORMATION----- President Green

Last year TBCC completed and submitted the first Achievement Compact. After much discussion and unknowns about year two of the Achievement compact, it was agreed to keep the same format, timeline and to set targets for 2013/2014. What follows are the numbers being recommend from College Council.

Also the cover letter from last year is also included for your review to discuss what type of cover letter the Board would like to send this year.



TO: Oregon Education Investment Board
FR: Tillamook Bay Community College Board
Re: Achievement Compact

DATE: June 4, 2012

Oregon's ambitious goal of 40-40-20 has been developed to ensure that Oregonians can compete globally and locally. The Tillamook Bay Community College (TBCC) Board of Education supports using Achievement Compacts as a tool to target progress toward that goal, but we ask the OEIB to be aware that the compacts do not measure – and cannot be used to reward – the entire mission of the college or the needs of the community. TBCC provides more educational services, partnerships and successes that are critical to a rural community than degrees and certificates.

Tillamook County is a small, relatively impoverished and under-educated rural county. This is the picture we face locally, as compared to state and national statistics:

POVERTY:

17% poverty in Oregon
18% poverty in US
24% poverty in Tillamook County

EDUCATION:

28% of adults have Bachelor's Degrees in both Oregon and the U.S.
20% of adults in Tillamook County hold Bachelor's Degrees.

REMEDICATION:

33% of all entering college students nationally need at least one remedial class.
50%+ of all entering college students at TBCC require at least one remedial class.

The Board understands that in times of restricted resources, the role of community colleges must be reevaluated. For example, we have already been forced to restrict provision of community enrichment (non-credit, sometimes recreational) classes that in the past generated much of the good-will and ongoing support from our taxpayers. But we are concerned that we not be forced to eliminate the programs that do not culminate in a degree or certificate. These less traditional, non-classroom types of instruction that community colleges have so successfully pioneered are needed and are particularly effective in rural areas where unemployment is high and the need for workforce training and post-secondary education is critical.

Examples of programs TBCC is pursuing that are not measured or recognized by Achievement Compacts include:

- Students who pursue education after taking classes at TBCC but do not earn a degree or certificate with the college and transfer after a few credits. These do not usually count as transfer but are essential first steps for an adult "trying out" college.
- Targeted workforce training, such as partnerships with Stimson Lumber, the Creamery, etc.
- Austin Entrepreneurship Program being delivered from OSU to TBCC for individuals interested in entrepreneurship. No certificate or degree is earned but the program supports local economic development.



- Career coaching from a CASE grant which assists the underemployed and unemployed to develop a career plan that does not need to end in a certificate or degree.
- Involvement in improvements efforts such as Foundations of Excellence (FOE) and Achieving the Dream (ATD). Both of these efforts focus on learning quality and engagement and are national efforts proven to bring about student persistence and completion.

TBCC has grown rapidly in the past few years – up twenty-eight percent in the last two years alone. A large portion of the growth is a result of its new campus, funded by a capital construction bond supported by Tillamook County voters. This campus opened in January 2010. Student enrollment has expanded from 431 FTE in 2009/2010 to 550 FTE in 2011/12. State appropriations have not supported that growth. The State Board of Education's no-growth policy for community colleges in light of reduced state resources has resulted in a shift of costs to students.

With the *decrease* of state funding from \$910,644 in 2008/2009 to \$811,088 in 2012/2013 and an *increase* of FTE from 431 in 2009/2010 to 550 FTE in 2011/2012, the zero-growth cap has had a significant effect. The TBCC Board has chosen to raise tuition to bridge part of the gap in funding that TBCC requires to serve this population. Tuition has increased from \$64 per credit hour in 2008/2009 to \$85 for 2012/2013. As with many other districts and colleges, the TBCC Board has also sought to contain expenses by approving eleven days of furloughs for staff each year for the past three years. This is the financial reality in Tillamook. For 2012/2013, state funding for TBCC is 18% of the budget.

Any new tool or measure that promotes funding based solely on traditional methods of earning a certificate or degree will have an additional adverse impact on TBCC's success.

TBCC is committed to growing education partnerships with high schools and universities. Tillamook High School, TBCC and OSU Open Campus have researched, developed, and are now implementing a plan we refer to as Career College Ready: C²R. This program ensures that *all* Tillamook High School graduates in 2015 will have earned credits from one college class up to one full year of college classes and are prepared for their next step in training. This effort was undertaken before Achievement Compacts.

Many of the local efforts for improvement (FOE and ATD) have been supported with funds from the Department of Community Colleges and Workforce Development. There would be no way to financially bring these efforts to Tillamook without statewide leadership and support by the Commissioner.

The numbers on the compact do not reflect the community, the partnerships, the community commitment and the leadership and support from the Community College Commissioner for rural communities. The TBCC Board is committed to this community and would value the OEIB's commitment to listening, learning about and supporting rural community issues.



**Preliminary Achievement Compact Data: Tillamook Bay Community College
2010-2011 & 2011-12 & 2012-13 Academic Year**

College Name	Compact Measure	All 2010-11	All 2011-12 Projected	All 2011-12 Actual	All 2012-13 Projected	All 2012-13 Current	All 2013-14	Total Underrepresented 2010-11	Total Underrepresented 2011-12	Total Underrepresented 2012-13	Total Underrepresented 2013-14
Tillamook Bay	Total GEDs	38	30		30	*16	25	NA		NA	
Tillamook Bay	Total Certificates	9	10	DS	10		10	DS	DS	DS	DS
Tillamook Bay	Total Associates Degrees	23	25	24	25		25	DS	DS	DS	DS
Tillamook Bay	Transfer to any 4-year	95	98		95		90	DS		6	
Tillamook Bay	PSR Math Pass Rate %	67	66	65.29	65.00	69.00	68.00	70.00	64.77	67.00	64.77
Tillamook Bay	PSR Write Pass Rate %	97	93	92.00	90.00	80.00	95.00	100.00	85.71	93.00	85.71
Tillamook Bay	Pass 15 Credits	264	205	333	200	158	200	39	62	30	62
Tillamook Bay	Pass 30 Credits	117	145	139	145	154	145	19	28	25	28
Tillamook Bay	Pass Rate National Licensure %	0	65	85.71	65.00		80.00	NA	N/A	NA	N/A
Tillamook Bay	Dual Credit HS	91	90	184	90	82		15	31	14	31
Tillamook Bay	Dual Enroll OUS	0	5	0	5			0	0	DS	0
Tillamook Bay	Transfer to OUS	68	70		70		70	6		7	7

*Jennifer indicated 11 more were almost ready and that by spring term we should make the 30.

* DS; Data suppressed, count less than 7

College Name	Compact Measure	Total African American 2010-11	Total African American 2011-12	Total Hispanic/Latino 2010-11	Total Hispanic/Latino 2011-12	Total Native American or Alaskan Native 2010-11	Total Native American or Alaskan Native 2011-12	Total Multi-Racial/Multi-Ethnic 2010-11	Total Multi-Racial/Multi-Ethnic 2011-12	Total Pacific Islander 2010-11	Total Pacific Islander 2011-12	Total Economically Disadvantaged 2010-11	Total Economically Disadvantaged 2011-12
Tillamook Bay	Total GEDs	NA		NA		NA		NA		NA		NA	
Tillamook Bay	Total Certificates	0	0	0	0	0	0	0	0	0	0	DS	DS
Tillamook Bay	Total Associates Degrees	0	0	0	DS	0	0	0	0	0	0	0	DS
Tillamook Bay	Transfer to any 4-year	0		DS		DS		0		0		DS	
Tillamook Bay	PSR Math Pass Rate %	0.00	100.00	70.00	66.67	75.00	60.00	DS	100.00	NA	0.00	75.00	66.67
Tillamook Bay	PSR Write Pass Rate %	100		100.00	83.33	NA	100.00	100.00	100.00	NA		100.00	83.33
Tillamook Bay	Pass 15 Credits	0	DS	17	23	9	11	DS	DS	0	DS	13	25
Tillamook Bay	Pass 30 Credits	0	DS	8	12	DS	DS	0	DS	0	0	8	10
Tillamook Bay	Pass Rate National Licensure %	NA	N/A	NA	N/A	NA	N/A	NA	N/A	NA	N/A	NA	N/A
Tillamook Bay	Dual Credit HS	NA	DS	12	21	DS	DS	0	0	0	DS	0	0
Tillamook Bay	Dual Enroll OUS		0	0	0	0	0	0	0	0	0	0	0
Tillamook Bay	Transfer to OUS			DS		DS		0.00		0.00		DS	

* DS; Data suppressed, count less than 7

Strategic Planning and Accreditation

RECOMMENDATION

INFORMATION ONLY – NO ACTION REQUESTED.

BACKGROUND INFORMATION ----- Chief Academic Officer Gates

Chief Academic Office Gates and Faculty Sydney Elliott attended two days of meetings hosted by the Northwest Commission on Colleges and Universities (NWCCU). The first day was an Accreditation Liaison Officer Workshop and focused on NWCCU policies and practices. In particular, institutional changes that require prior notification to the Commission like new programs, changed mission, and offering more than 50% of a program online. Another topic of discussion, which carried into the second day, was around NWCCU's Credit Hour Policy. This is being pushed by the U.S. Department of Education and will be spotlighted in upcoming NWCCU visits. TBCC has what we believe to be a strong policy in administrative rule, but is not yet systematically auditing courses for time spent in class and out-of-class per credit hour. This is something we'll work on in preparation for the upcoming visit. The second day was a Self-Evaluation Workshop focusing on Year Three and Year Seven Reports. There have been some adjustments in NWCCU's practice regarding Year Three, Year Five, and Year Seven reports but the basic seven-year cycle is still intact. Participants gained insights into what evaluators will be looking for in self-evaluations, including hints on relationships between standards three and four. Several insights will be useful as we finish writing our Comprehensive Self-Evaluation.



Board of Education Policies

RECOMMENDATION

SECOND READING. MOTION TO APPROVE

BACKGROUND INFORMATION ----- President Green

This is the second reading of policies 202, 211, 401, 406, 408, 204, 224, 213, 321, 300, 304, 400, 402, 311, 407, and 501.6.

Title Changes: Policy 202, 211, 401, 406 and 408 are title changes to reflect current position titles.

Minor Corrections on Process: Policy 204 and 224 amend the policy to either reflect a fee for Tobacco use or campus (204) or add consortiums as an option to our advisory committees (224).

Location of Policy or Clarity of Policy: Policy 321 is deleted and moved to Policy 213 so that the information on drugs and alcohol on campus is in the appropriate section of policies. Policy 300 defines exempt and reflects some revised steps in the hiring process. Policy 304 clarifies families working in the same department.

Accreditation Changes: Policy 400 changes that the academic calendar follows Tillamook Bay-not Portland Community College (PCC). Policy 402 modifies text book selection from PCC to TBCC.

Substantive Changes: Policy 311 and 407 align professional development and staff tuition waivers. Exempt status and comptime accrual limits for overtime are updated. There will be two appendices that are attached so that you can refer to them as the policy states. You will not be approving them until June which is your regular time to approve these plus other appendices. Policy 501.6 modifies the student tuition waiver to reflect a range based on the hours given to lead.



COLLEGE SAFETY

Page 1/3

Article No.: 202

Approved: June 7, 2010

Reference: Occupational Safety and Health Administration Regulations

202.1 INTRODUCTION

The safety and security of students, faculty and staff is a top priority at Tillamook Bay Community College and is an integral part of our culture. Tillamook Bay Community College has comprehensive response plans covering operations of the College. These plans, contained in Administrative Rule, establish procedures for the College's response to and recovery from emergencies that may threaten the health and safety of our College community or inhibit the College's ability to continue its mission-critical operations and activities. The objective of this plan is to increase the College's ability to react immediately in the most appropriate and effective way to emergencies of all types.

202.2 PERSONAL EMERGENCY PLANS

All employees and faculty are encouraged to develop a personal emergency response plan. This plan should include emergency communication plans and appropriate emergency supplies. In doing so, people should consider the logistics of being able to react quickly. Employees and faculty should make their supervisors aware of personal responsibilities they may have during such an event.

All students are likewise encouraged to develop an emergency communication plan and make appropriate preparations.

202.3 PLAN STRUCTURE AND OPERATION

The College's safety plan has six main components or annexes, each of which deals with a separate aspect of safety on our campus.

Annex 1 - Emergency Action Plan – immediate actions aimed primarily at protecting people and property from injury or damage caused in emergency situations.

Annex 2 – Emergency Communications Plan – identifies procedures and resources for providing effective and timely warnings before, during, and after an emergency.

Annex 3 – Laboratory Safety and Chemical Hygiene Plan – information and implementation activities aimed at preventing injury to those who use chemicals and to protect others who may be exposed to possible chemical hazards in the college environment.

The Laboratory Safety and Chemical Hygiene Plan are also required to comply with Occupational Safety and Health Administration (OSHA) Regulations.

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Annex 4 – Chemical Hazard Communication Plan – procedures designed to prevent occupational injuries and illnesses related to chemical exposure in the workplace.

COLLEGE SAFETY

Page 2/3

Article No.: 202

Approved: June 7, 2010

Reference: Occupational Safety and Health Administration Regulations

Annex 5 – Bloodborne Pathogen Exposure Control Plan – procedures to eliminate or minimize exposure to human blood or other infectious body fluids.

The Bloodborne Pathogen Exposure Control Plan is also required to comply with Occupational Safety and Health Administration (OSHA) Regulations.

Annex 6 – Loss Prevention and Business Continuity Plan – procedures for reducing the risk of injury, loss of life, and property; reporting losses; and, activities, including pre-planning, aimed primarily at ensuring that all critical functions and operations continue to be performed during and after an emergency situation.

In an emergency, the plan and its supporting annexes provide for a structured assessment process and cascaded activation of each of the six main components as needed.

202.4 – CHILDREN ON CAMPUS

Children are defined as all persons under the age of 18 unless enrolled in a course.

1. A child on property owned or leased by the College must be enrolled in a course and/or under the direct supervision of the child's parent or guardian or College staff at all times.
2. Children of an enrolled student may not attend a course without the advanced permission of the course instructor.
3. Children may not be present on property owned or leased by the College independently. College staff will take appropriate action, including if necessary, the notification of law enforcement authorities, if a child is unattended on College property or in College facilities.
4. College staff, including instructors, may not bring children to their worksite except in the case of an emergency and with the permission of their supervisor.
5. Concerns regarding the presence of children on campus should be brought to the attention of the [Chief Academic Officer](#)

Deleted: Dean of Instructional Services.

202.5 – ANIMALS ON CAMPUS

Animals in College buildings, classrooms, offices or grounds may cause health, safety, liability, sanitary, or custodial problems. Therefore, no animals shall be permitted in College buildings, or on College grounds with the following exceptions:

1. Service animals that are specifically trained to perform tasks for students, staff or visitors with disabilities such as guiding people who are blind; alerting people who

COLLEGE SAFETY

Article No.: 202

Approved: June 7, 2010

Reference: Occupational Safety and Health Administration Regulations

are deaf; pulling wheelchairs; alerting and protecting those who are having a seizure or performing other special tasks.

2. Animals under the guidance and control of College staff for the purpose of research, instruction, or other endeavors related to the College mission.
3. Animals on a leash or in a vehicle, provided they remain outside all buildings and owner exercises responsibility for immediate clean-up and proper removal of waste.

ACCEPTABLE USE OF COMPUTING RESOURCES

Page 1/4

Article No.: 211

Approved: April 7, 2008

Reference: Articles 208, 209, 316, and 322

211.1 - INTRODUCTION

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

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

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

211.2 USE OF RESOURCES

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

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

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

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

B. Interference or impairment to the activities of others:

ACCEPTABLE USE OF COMPUTING RESOURCES

Page 2/4

Article No.: 211

Approved: April 7, 2008

Reference: Articles 208, 209, 316, and 322

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

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

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

Deleted: (e.g., use of a "network sniffer" program).

D. Damage or impairment of College resources:

1. Use of any resource irresponsibly or in a manner that adversely affects the work of others. This includes intentionally, recklessly, or negligently (a) damaging any system (e.g., by the introduction of any so-called "virus," "worm," or "trojan-horse" program), (b) damaging or violating

ACCEPTABLE USE OF COMPUTING RESOURCES

Page 3/4

Article No.: 211

Approved: April 7, 2008

Reference: Articles 208, 209, 316, and 322

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- the privacy of information belonging to others, or (c) misusing or allowing misuse of system resources.
 2. Use of College resources for non-College related activities that unduly increase network load (e.g., non-business or -education related email, chain mail, network games, and spamming).

E. Unauthorized commercial activities:

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

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

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

211.3 - WHEN INAPPROPRIATE USE OF COMPUTER RESOURCES OCCURS

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

It is each user's responsibility to promptly report any violation of this policy to the **JT Director**.

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

While the College desires to maintain user privacy and avoid the unnecessary interruption of user activities, the College, at the direction of the College President, reserves the right to investigate any suspected unauthorized or improper use of College resources (as described above). As directed by the College President, investigations may be initiated which could

ACCEPTABLE USE OF COMPUTING RESOURCES

Page 4/4

Article No.: 211

Approved: April 7, 2008

Reference: Articles 208, 209, 316, and 322

include the inspection of data stored or transmitted on the network. In the event that use is determined to be contrary to College policy or applicable law, appropriate measures will be taken. These measures may include, but are not limited to, permanent or temporary suspension of user privileges, deletion of files, disconnection from the Tillamook Bay Community College network, referral to student or employee disciplinary processes, and cooperating with the appropriate law enforcement officials and government agencies.

211.4 - INFORMATION ON APPLICABLE LAWS AND STATUTES

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

211.5 - QUESTIONS RELATING TO THIS POLICY

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

Questions of appropriate use should be addressed to the JT Director.

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CONFLICT OF INTEREST

Article No.: 401

Approved: October 6, 2008

Reference:

401.1 FACULTY CONFLICT OF INTEREST

Instructional employees of Tillamook Bay Community College have an obligation to avoid such activities or situations which may result in a conflict of interest or the appearance of a conflict of interest. College employees must not use their position to influence outside organizations or individuals for the direct financial, professional, or personal benefit of themselves, members of their families, or others with whom they have a personal relationship.

An instructor who is concerned that a conflict of interest may exist, or who is uncertain as to the impact or appearance of his/her activity, should consult the Chief Academic Officer prior to engaging in the activity.

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401.2 CLASSROOM MATERIALS

- A. Books, tools, equipment, clothing and supplies required by Tillamook Bay Community College students shall be obtained by the students from sources other than the instructor, whenever possible.
- B. No classroom instructor of Tillamook Bay Community College shall provide Tillamook Bay Community College students with books, tools, equipment, clothing and supplies, unless written consent of the College President or his/her designee is first obtained by the instructor.
- C. This policy is not to be interpreted or applied in such a manner as to restrict any instructor who is normally engaged in retail business from making sales in the usual and ordinary course of their business to students.
- D. Instructors shall be impartial at all times in recommending sources of supply for books, tools, equipment, clothing and supplies.

Article No.: 406
Approved: October 6, 2008
Reference: 317, 407.1

406.1 Trial Period for Contracted Faculty

Instruction is the core of the College’s mission. Therefore, an instructor’s first year is considered a trial period during which he/she has the opportunity to demonstrate his/her ability to meet the needs of our students and fulfill the duties and responsibilities outlined in the instructor’s Position Inventory. In order to facilitate the instructor’s success, the Chief Academic Officer or his/her designee will:

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1. Conduct a minimum of two classroom observations;
2. Review student evaluations with the instructor from each of his/her classes;
3. Before the end of their second teaching term, complete a written Performance Appraisal based on the duties and responsibilities outlined in the instructor’s Position Inventory, classroom observations, and student evaluations. The written Performance Appraisal shall be reviewed by the instructor and the Chief Academic Officer before it is sent to the Director - Facilities, Safety, Human Resources, for inclusion in the instructor’s file. A copy will be provided to the instructor.
4. In March, the College will notify the contracted faculty whether an employment agreement will be offered for the next academic year. The decision will be based on the Performance Appraisal, recommendation of the Chief Academic Officer and the availability of funding.

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Unless otherwise notified by the Chief Academic Officer, during the instructor’s second academic year, his/her performance will be appraised according to the process outlined in Article 406.2.

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406.2 ANNUAL FACULTY PERFORMANCE APPRAISALS

Contracted faculty will receive annual Performance Appraisals. The Performance Appraisal is based on:

1. the duties and responsibilities outlined in the instructor’s position inventory
2. administrator evaluations
3. student evaluations
4. peer evaluations
5. self evaluations

- A. The written Performance Appraisal shall be reviewed by the instructor and the Chief Academic Officer, before it is sent to the Director - Facilities, Safety, Human Resources, for inclusion in the instructors file. A copy will be provided to the instructor.
- B. Instructors who receive a satisfactory rating on their Performance Appraisal will be eligible for pay increases in accordance with Article 407.1.

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Article No.: 406
Approved: October 6, 2008
Reference: 317, 407.1

- C. Administrator evaluations based on classroom observations will be performed at least twice during the first year, at least once in year two, at least once in year three, and at least every third year thereafter.
- D. Student evaluations are performed in all sections taught each term.
- E. Peer evaluations will be performed by evaluators chosen by the faculty:
 - 1. A first-term evaluation will be performed for a strictly formative purpose. The peer evaluator will observe one class session and create a narrative report stating the practices observed as well as strengths and weaknesses. This report is confidential between the faculty member being evaluated and the peer.
 - 2. Summative peer evaluations will occur in the fourth year for new faculty, and after that every third year. A form must be submitted to the Chief Academic Officer, verifying the report was written.
- F. Each faculty member will complete a self evaluation at the end of their second year and every third year thereafter. The evaluation includes an updated c.v. (including professional development, artistic creation, scholarship, and research as applicable), analysis of student course evaluations, reflection on teaching strengths and areas for improvement, and a minimal portfolio (course syllabus, assessment tool(s), and anything else the instructor wants to include). Such documentation should be kept by the faculty member until requested. The primary purpose of the self evaluation is formative and should support the continuous improvement of instruction.

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406.3 PROBATION FOR UNSATISFACTORY PERFORMANCE

- A. An instructor who receives an unsatisfactory Performance Appraisal rating will be placed on a probationary period of at least one term but no more than one year. Before the probationary period begins, the instructor and the Chief Academic Officer, will develop a plan for improvement.
- B. All salary increases will be withheld during the probationary period.
- C. Prior to March of the next school year or the end of the probationary period, the Chief Academic Officer, shall prepare a written evaluation of the instructor's performance.
- D. This written evaluation shall be reviewed with the instructor and signed by the Chief Academic Officer. Copies will be forwarded through appropriate administrative channels to the President and will be provided to the instructor and placed in the instructor's personnel file.
- E. If the instructor fails to achieve a satisfactory performance rating within the specified probationary period, the instructor's employment agreement may not be renewed.

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Article No.: 406
Approved: October 6, 2008
Reference: 317, 407.1

406.4 PERFORMANCE APPRAISAL RATINGS

The ~~Chief Academic Officer~~, subject to the approval of the President, determines whether the instructor's performance appraisal rating is satisfactory or unsatisfactory. If the instructor does not agree with the rating, he/she may follow the grievance procedure as outlined in Policy 317.

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406.5 LETTERS OF INTENT

In March of each year, letters of intent to rehire or not to rehire will be sent to instructors. The decision to rehire will be based on satisfactory performance, recommendation of the ~~Chief Academic Officer~~, and availability of funding.

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406.6 FACULTY EMPLOYMENT AGREEMENTS

A. Contingent upon satisfactory performance appraisals, instructors will be offered employment agreements with the recommendation of the ~~Chief Academic Officer~~, approval of the College President, and availability of funding.

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B. Each June thereafter, instructors will be offered another employment agreement based on satisfactory performance appraisals, the recommendation of the ~~Chief Academic Officer~~, approval of the College President, and availability of funding.

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406.7 ADJUNCT FACULTY EVALUATIONS

A. Adjunct faculty will be evaluated by their students.

B. Adjunct faculty teaching credit courses and continuing education instructors identified by the ~~Chief Academic Officer~~ will receive a classroom observation by the ~~Chief Academic Officer~~ or his/her designee.

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The Classroom Observation Report shall be reviewed by the adjunct faculty member, and the ~~Chief Academic Officer~~ before it is sent to the ~~Director - Facilities, Safety, Human Resources~~ for inclusion in his/her personnel file. A copy will also be provided to the adjunct faculty member.

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Article No.: 407

Approved: January 5, 2009

Reference: Articles 312, 313; Appendix A-2, B-1, and C-1

407.1 Tillamook Bay Community College recognizes that quality of learning is dependent upon the quality of the faculty. Therefore, a continued endeavor is made to discover, attract, and retain the best teaching talent available. Consistent with this policy, a full-time and regular part-time faculty salary schedule is adopted (see Appendix C-1), with the Board of Education reserving the right to consider and modify annually this schedule. In the application of this policy, 1.33 quarter or term based credits will be counted as equivalent to one semester credit. Credit must be from a regionally accredited institution.

1. Initial Placement on the Salary Schedule

A. Education and Occupational Experience

1. New occupational faculty without a Bachelor's Degree will be placed on the salary schedule at the BA Step 1 Level upon presentation of an Associate's Degree or at least sixty-four (64) semester hours and, in addition, five years of approved and verified occupational experience.
2. New occupational faculty with a Bachelor's Degree must also document 4 years of recent, full-time, non-teaching work experience in the field for initial placement on BA Step 1.
3. New faculty with a Master's Degree in the field to be taught and no teaching or occupational experience are initially placed on MA Step 1.
4. New faculty with a Doctorate and no post-secondary teaching experience in the field to be taught are initially placed on Ph.D. Step 1.

B. Longevity Credit for Teaching Experience and Occupational Experience Beyond Initial Placement

1. New faculty may receive additional credit for steps on the salary schedule beyond Step 1 upon presentation of approved and verified post-secondary teaching and/or occupational experience in the field to be taught. After initial placement on the salary schedule, applicable teaching or occupational experience may be credited for additional steps as follows:

<u>Prior Teaching Experience</u>	<u>Step Placement</u>
0 to .9 year	1
1 to 1.9 years	2
2 to 2.9 years	3
3 to 4.9 years	4
5 to 6.9 years	5
7 or more years.....	6
<u>Prior Occupational Experience</u>	<u>Step Placement</u>
0 to 1.9 years	1
2 to 3.9 years	2
4 to 5.9 years	3

Article No.: 407

Approved: January 5, 2009

Reference: Articles 312, 313; Appendix A-2, B-1, and C-1

6 to 7.9 years	4
8 to 9.9 years	5
10 or more years	6

C. Education Credit for Professional Growth Beyond Initial Placement

1. New faculty who hold a Bachelor's or Master's Degree may receive additional credit on the salary schedule for approved and verified graduate semester credits and/or occupational experience. Verified graduate semester credits in the field to be taught will be credited on a one for one basis, to a maximum of thirty (30) graduate semester credits for new occupational faculty with a Bachelor's Degree. New faculty who hold a Master's Degree may be credited with up to sixty (60) verified, graduate semester credits in the field to be taught. For occupational faculty, each additional full year of verified occupational experience in the field to be taught, beyond eleven (11), will substitute for five (5) graduate semester credits. The maximum placement on the salary schedule for a Bachelor's Degree is the MA + Thirty (30), Step Six (6). No more than thirty (30) graduate semester credits will be credited to the salary schedule for occupational experience. Faculty without a Bachelor's Degree cannot be placed beyond the MA column.
2. New faculty will normally be placed on the schedule through Step 6. The College President may elect to place new faculty at any point on the schedule. Placement beyond the schedule requires approval of the College President.

2. Advancement Through the Salary Schedule for Professional Growth

A. Limitations to advancement through the salary schedule

1. Faculty without a Bachelor's Degree will not advance beyond the MA column.
2. Movement on the salary schedule will not be approved for advancement on the salary schedule in fields other than that for which faculty are under contract with Tillamook Bay Community College. An exception may be granted by the ~~Chief Academic Officer~~ for an outlined sequence of specific courses leading to a degree or instructor qualification to teach in an additional discipline. Official transcripts must be furnished to the ~~Chief Academic Officer~~ to verify successful completion.
3. A maximum of six (6) semester credits of undergraduate course work will be allowed for advancement on the salary schedule. Official transcripts must be furnished to the ~~Chief Academic Officer~~ to verify successful completion.
4. Faculty may seek advance approval for a maximum of ten (10) semester credits outside the teaching field to be applied to the salary schedule if these are clearly related to non-teaching assignments, such as

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curriculum development. Official transcripts must be furnished to the Dean of Instruction and Student Services to verify successful completion.

B. Conditions for advancement through the salary schedule

1. All credits for advancement through the salary schedule must be recommended by the Faculty Curriculum Committee and the Chief Academic Officer, and approved by the College President.
2. Graduate credit courses in the major teaching area will be awarded provided the courses are completed and an official transcript is furnished to the Chief Academic Officer, to verify successful completion prior to the beginning of the next academic year.
3. Continuing Education Unit (CEU) credits will not be considered for advancement on the salary schedule.
4. Credits applied to the salary schedule for Bachelor's Degree occupational faculty must either be in the instructor's major teaching area or part of an approved Master's program in the major teaching area. An outlined sequence of specific courses leading to the degree, including authorized signatures from the university, must be submitted in advance for approval. Official transcripts must be furnished to the Chief Academic Officer, to verify successful completion.
5. Occupational experience will be credited at a rate of sixty (60) clock hours of employment equivalent to one (1) graduate semester credit to a maximum of thirty (30) graduate semester credits. In order to receive credit, an instructor must submit in advance to the Faculty Curriculum Committee and Chief Academic Officer, a description of the occupational experience to be gained through the employment. Appropriate verification of the occupational experience must be submitted to the Chief Academic Officer, prior to the beginning of the next academic year. Occupational experience will only be credited to faculty whose teaching loads are comprised of at least 75% occupational courses.
6. Credit for academic experience directly related to teaching responsibilities may be awarded using the following guidelines. Prior approval for academic experience is not required; however, documentation must be presented as specified below in order to allow for evaluation for credit to be applied to the salary schedule.
 1. Artistic Activity: Public exhibitions, concerts, dramatic presentations, recitals, productions, performances and poetry/literary readings.
 - a) Art Exhibits: An exhibit must be viewed in a public place such as a museum, art gallery, college, etc. It must be a juried show. Other acceptable activities may include a colloquium on the arts, published art work, performances before a public audience, and jurying.

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Article No.: 407

Approved: January 5, 2009

Reference: Articles 312, 313; Appendix A-2, B-1, and C-1

- b) Documentation: The event should be documented by media reviews and coverage, regional and national art publications, brochures, programs, and/or letters.
 - c) Credits: One semester credit equals 60 hours of documented activity including preparation time to a maximum of three (3) credits per activity and six (6) total credits.
 - d) Limitations: Vanity gallery, home exhibitions, or home performance are not acceptable.
 - e) Evaluation for Credit: Upon submission of necessary documentation, the Faculty Curriculum Committee and **Chief Academic Officer**, will evaluate the activity and recommend to the College President the amount of credit to be awarded, if any.
2. Publications and Other Printed Material: The production of such materials as books, book reviews, musical scores, articles, stories, lab books, and handbooks.
- a) Types of Printed Material: Items printed for use at Tillamook Bay Community College will be excluded. Printed material must be published in refereed journals, magazines, and other sources recognized and used by faculty in the field or with significant numbers of subscribers. The publication must be appropriate to the faculty person's discipline.
 - b) Documentation: A copy of the printed material.
 - c) Credits: One credit for each sixty (60) hours of documented activity including preparation time to a maximum of three (3) credits per activity and six (6) total credits.
 - d) Limitations: Credit will not be given for unpublished manuscripts. The publication must be appropriate to the faculty person's discipline.
 - e) Evaluation for Credit: Upon submission of necessary documentation, the Faculty Curriculum Committee and **Chief Academic Officer**, will evaluate the activity and recommend to the College President the amount of credit to be awarded, if any.
7. Non-credit courses that require certification of successful completion prior to faculty being approved to teach the courses may be applied to the faculty salary schedule. In order to receive credit, faculty must submit in advance to the Faculty Curriculum Committee and **Chief Academic Officer**, a description of the course(s) and the applicability to their instructional responsibility. If approved, credit will be awarded at a rate of sixty (60) clock hours of preparation equivalent to one (1) graduate

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semester credit to a maximum of fifteen (15) credits. Appropriate verification of the successful completion must be submitted to the **Chief Academic Officer**, prior to the beginning of the next academic year.

- 8. Providing conditions have been appropriately met, payment for approved salary credits will be reflected on the next regular annual contract.

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Deleted: Tillamook Bay Community College will provide up to \$200 per semester credit hour tuition and fees reimbursement for each credit hour earned toward movement on the College's faculty salary schedule to a maximum of ten (10) credits annually and thirty (30) credits cumulative. Application for reimbursement must be made in advance of enrollment on the Tillamook Bay Community College Professional Development Application Form.

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3. Advancement Through the Schedule for Longevity

- A. Faculty without a Bachelor's Degree will not move beyond the MA column.
- B. Eligible faculty will be advanced through the steps of the salary schedule, usually at the rate of one step per year, for satisfactory performance of assigned duties.
- C. Faculty on improvement leave shall continue to advance through the schedule.
- D. The College President may hold faculty on step. For exceptional teaching and/or service to Tillamook Bay Community College, the College President may advance faculty more than one step and may also advance faculty beyond the salary schedule in an amount not to exceed 15% of the Master's base salary.

4. Unsatisfactory performance

Pay increases will be withheld for unsatisfactory performance appraisals in accordance with Article 406.3. Pay increases may be granted upon return to satisfactory status without retroactive compensation.

407.2 Pay increases for adjunct faculty

- 1. Adjunct faculty initial salary placement is Tier 1 of the Adjunct Faculty Salary Schedule.

With the approval of the Tillamook Bay Community College President, based on sufficient funding, and satisfactory performance, adjunct faculty will advance in tier based on the following:

- A. Adjunct faculty will move to Tier 2 the July 1 following completion of teaching 500 adjunct faculty contact hours at Tillamook Bay Community College. The 500 contact hours must be completed by the end of Spring Term.
- B. Adjunct faculty will move to Tier 3 the July 1 following completion of teaching 1,000 adjunct faculty contact hours at Tillamook Bay Community College. The 1,000 contact hours must be completed by the end of Spring Term.

Article No.: 407

Approved: January 5, 2009

Reference: Articles 312, 313; Appendix A-2, B-1, and C-1

- C. Adjunct faculty will move to Tier 4 the July 1 following completion of teaching 1,500 adjunct faculty contact hours at Tillamook Bay Community College. The 1,500 contact hours must be completed by the end of Spring Term.
- D. Adjunct faculty will move to Tier 5 the July 1 following completion of teaching 2,000 adjunct faculty contact hours at Tillamook Bay Community College. The 2,000 contact hours must be completed by the end of Spring Term.
- E. Adjunct faculty will move to Tier 6 the July 1 following completion of teaching 2,500 adjunct faculty contact hours at Tillamook Bay Community College. The 2,500 contact hours must be completed by the end of Spring Term.

407.3 Pay increases for instructional assistants and tutors

1. Instructional assistants and tutors initial salary placement is Tier 1 of the Instructional Assistants and Tutors Salary Schedule.

With the approval of the College President, based on sufficient funding, and satisfactory performance, instructional assistants and tutors will advance in tier based on the following:

- A. Instructional assistants and tutors will move to Tier 2 the July 1 following completion of 500 instructional assisting or tutoring contact hours at Tillamook Bay Community College. The 500 contact hours must be completed by the end of Spring Term.
- B. Instructional assistants and tutors will move to Tier 3 the July 1 following completion of 1,000 instructional assisting or tutoring contact hours at Tillamook Bay Community College. The 1,000 contact hours must be completed by the end of Spring Term.
- C. Instructional assistants and tutors will move to Tier 4 the July 1 following completion of 1,500 instructional assisting or tutoring contact hours at Tillamook Bay Community College. The 1,500 contact hours must be completed by the end of Spring Term.
- D. Instructional assistants and tutors will move to Tier 5 the July 1 following completion of 2,000 instructional assisting or tutoring contact hours at Tillamook Bay Community College. The 2,000 contact hours must be completed by the end of Spring Term.
- E. Instructional assistants and tutors will move to Tier 6 the July 1 following completion of 2,500 instructional assisting or tutoring contact hours at Tillamook Bay Community College. The 2,500 contact hours must be completed by the end of Spring Term.

407.4 Community Education and Continuing Education Instructor Compensation and Benefits

- 1. Community Education and Continuing Education Instructors are hired on a short-term contractual basis and receive as compensation 50% of the course or workshop tuition (excluding fees) revenue of the courses they teach. The **Chief Academic Officer**, may guarantee a minimum enrollment level of compensation in continuing education courses in order to support a degree or certificate program or meet a community occupational training need.
- 2. Community and Continuing Education instructors receive no employee benefits except as required by law.
- 3. Pay increases for Community and Continuing Education Faculty will be solely based on tuition increases or enrollment increases in the courses or workshops they teach.

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407.5 Benefits

- 1. Tillamook Bay Community College shall provide all eligible employees as described in the Summary of Employee Benefits Chart contained in Appendix B-1, with a monthly stipend, defined in Appendix A-2 and C-1 which shall be reviewed and adopted each fiscal year by the Board of Education. Any amount of the stipend provided for insurance in excess of the cost of the employee-only coverage may be applied to dependent insurance coverage effective July 1, 2009.
- 2. Eligible employees as described in 1 above, may elect to waive or opt-out of medical insurance coverage. When an employee opts-out, Tillamook Bay Community College shall provide a monthly cash payment, which shall be reviewed and adopted each fiscal year by the Board of Education. The monthly cash payment shall be half of the least cost employee-only group insurance plan, excluding any Health Savings Account plans, approved by the College. The option to waive or opt-out of the College's medical insurance plan is limited to 25% of eligible employees – once that threshold is reached employees will be added to a waiting list and will be allowed to opt-out only as space within the threshold becomes available. In order to waive coverage, employees will be required to complete a "Declination of Coverage" form (available from the Director of Facilities, Safety and Human Resources) and provide proof of other equivalent medical insurance coverage.
- 3. Tillamook Bay Community College shall contribute to the Public Employees Retirement System (PERS), for eligible employees, in compliance with PERS Rules.
- 4. Tillamook Bay Community College will maintain its required contributions of FICA, Unemployment Insurance, and Workers' Compensation Insurance for all employees.
- 5. Tuition Waiver/Tuition Assistance Policy

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A. The Board agrees to waive tuition for classes for any: eligible employee in accordance with policy in Appendix B-1. An employee's spouse, and dependent or unmarried children up to age 24, may also be eligible for tuition waivers, as described in the Summary of Employee Benefits Chart and the Tillamook Bay Community College Tuition Waiver/Tuition Assistance Policy in Appendix B-1. In circumstances when federal financial aid is provided in the form of grants, the federal financial aid grant funds shall be expended first. Additional tuition shall be waived in accordance with policy in Appendix B-1.

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B. Enrollment in a class by an employee shall not interfere with the employee's regular duties and responsibilities. When job-related courses require absence from work, supervisor approval is required.

C. Employees shall be granted a fifteen percent discount on all Tillamook Bay Community College Bookstore purchases. Employees may petition in writing to their supervisor for reimbursement of book cost and course fees if the course in which they are enrolled relates directly to their job duties. Petitions for reimbursement must be forwarded to and approved by the College President.

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D. Tuition, fees and admission charges for community non-reimbursable or agency classes and other College functions are not included in this policy statement. Exceptions may be petitioned in writing to the College President.

E. Courses which enhance employees' job performance or develop necessary job skills are considered staff and professional development. Subject to available funds, Tillamook Bay Community College will provide up to \$200 per semester hour tuition and fees reimbursement for each hour earned to a maximum of ten (10) credit hours annually and thirty (30) credits cumulative. Contracted faculty may petition the Chief Academic Officer, in writing, for assistance with tuition fees, and related costs for courses, conferences, and training for staff and professional development. Application and approval for reimbursement must be made, in advance of enrollment, on the Tillamook Bay Community College Professional Development Application Form. Applications should be submitted by September 30, prior to the actual class, for preferred consideration.

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PROFESSIONAL IMPROVEMENT LEAVE COMMITTEE GENERAL GUIDELINES

1. The Faculty Curriculum Committee will serve as the Professional Improvement Leave Committee and make recommendation to the College President.
2. The College President must approve all Professional Improvement leaves.
3. The applicant's proposal shall address how the Professional Improvement Leave will provide the faculty member the opportunity for professional growth and development related to his/her instructional area(s) or assignment(s), thereby enhancing his/her value to the College. The following includes, but does not limit, areas in which professional improvement leave may enhance a faculty member's value:
 - a) instructional methodology
 - b) curriculum development
 - c) instructional content
 - d) learning philosophies
 - e) incorporation of advanced/emerging technologies
 - f) supervisory training
 - g) teamwork skills
3. The committee will consider other factors that appear to be relevant, such as:
 - a) needs identified by the College's Strategic Plan
 - b) funding
4. The committee will assure a fair distribution of Professional Improvement Leave opportunities.
5. The committee will develop a tool to evaluate the application(s).
6. If a faculty member declines an approved Professional Improvement Leave, the committee will reconvene to consider an alternate applicant.

408.1 PURPOSE

The purpose of Professional Improvement Leave is to provide eligible faculty an opportunity for professional growth and development related to their instructional area(s) and/or assignment(s), thereby enhancing their value to the College. Professional Improvement Leave is awarded to an eligible faculty member; it is not a right based on years of service.

Examples of professional improvement leave activities include, but are not limited to:

- A. Study at a recognized college, university, or technical school;

Article No.: 408

Approved: October 6, 2008

Reference:

B. A work experience program designed to update or upgrade knowledge and/or skills; and

C. Independent or collaborative study, research, writing or other project.

All professional improvement leave activities must be related to the faculty member's current or future instructional area(s) and/or assignment(s) as determined by the College.

408.2 ELIGIBILITY

Field Code Changed

Faculty must meet the following requirements to be eligible for professional improvement leave:

A. Must have completed six or more academic years of contracted faculty employment at Tillamook Bay Community College.

B. Any year in which an employee has an unpaid leave of absence of one full term or more shall not constitute a completed year of service for purposes of computing eligibility for professional improvement leave.

C. Must have fulfilled previous professional improvement leave agreements.

Field Code Changed

408.3 COMPENSATION

A. Compensation During Leave

Professional Improvement Leaves may be for one, two, three, or four terms depending upon the length of the faculty member's work year. Compensation during the term(s) of leave will be pro-rated based on the following percentages:

- 1. 80% for a one-term leave
- 2. 70% for a two-term leave
- 3. 60% for a three or four-term leave

Contact the Business Office Specialist for specific calculations.

B. Salary and/or Salary Schedule Placement on Return from Leave

Pay increases approved by the Board of Education will apply to faculty members currently on or returning from Professional Improvement Leave.

408.4 BENEFITS

Field Code Changed

A. Health, dental, life and long term disability insurance, tuition waivers, and PERS benefits, as applicable to contracted faculty, will continue during the period of the Professional Improvement Leave on a pro-rated basis.

PROFESSIONAL IMPROVEMENT LEAVE

Article No.: 408
Approved: October 6, 2008
Reference:

B. Sick leave will not accrue during Professional Improvement Leave.

408.6 PROFESSIONAL IMPROVEMENT LEAVE AGREEMENT

The Professional Improvement Leave Agreement will include, but is not limited to:

A. Report and/or Documentation Required

Upon return from his/her leave, the faculty member shall, within three months of the completion of the professional leave, submit to his/her immediate supervisor a written report or other documentation as agreed upon. Copies will be forwarded to the Chief Academic Officer and the College President.

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B. Time Commitment upon Return

Upon completion of the professional improvement leave, the faculty member agrees to return to Tillamook Bay Community College for a minimum period of time equal to the professional improvement leave. The Leave Agreement does not preclude the faculty member's employment agreement.

C. Repayment in Lieu of Return

Provisions shall be made so that the faculty member may repay the professional improvement leave salary in lieu of his/her return to Tillamook Bay Community College.

The Leave Agreement and the Approved Professional Improvement Leave Application will be placed in the faculty member's personnel file with copies to the Chief Academic Officer and applicant.

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TOBACCO FREE CAMPUS

Article No.: 204

Approved: December 7, 2009

Reference:

204 TOBACCO USE

The use, distribution, or sale of tobacco, including any smoking device, or carrying of any lighted smoking instrument, in College buildings or on College owned or leased premises is prohibited. A \$50.00 fine may be imposed for any tobacco use on any TBCC property.

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Article No.: 224

Approved: April 7, 2008

Reference:

224.1 – ADVISORY COMMITTEES AND CONSORTIUMS

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

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

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

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

Article No.: 213

Approved: June 2, 2008

Reference: ORS 475.005 or Schedules I through V under the Federal Controlled Substances Act, 21 USC 811 and 812)

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1. Alcohol and Controlled Substances

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A. Employees

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Tillamook Bay Community College is an alcohol and drug free workplace and campus. On occasion alcohol may be permitted, only when approved by the Board of Education, in accordance with Administrative Rules that govern alcohol service. The unlawful manufacture, distribution, dispensing, possession or use of alcoholic liquor, intoxicants or controlled substances not medically prescribed, or being under the influence of these to any degree by any employee in or about the College buildings or on the College premises or while performing any duties for the College is prohibited and is cause for suspension and/or dismissal. If the employee is not dismissed, suspension may be imposed in combination with a requirement to complete a drug or alcohol treatment and rehabilitation program.

All employees are required to abide by this alcohol and drug-free workplace policy. In addition, they shall notify the Director of Facilities, Safety and Human Resources within five (5) days of their conviction for a violation of substance abuse laws involving the workplace, or if they became aware that another employee has been convicted of such a violation.

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Employees may seek referral assistance from the Director of Facilities, Safety and Human Resources in connection with alcohol or drug-related problems. Reasonable efforts shall be made to handle such requests confidentially. Requests for assistance are encouraged and will not themselves be considered as ground for dismissal. Such requests shall not, however, excuse violations prohibited by this policy.

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The consumption of alcoholic beverages by an employee at a social function held in relation to an employee's work for the College does not, by itself, constitute a violation of this Policy, provided the employee remains in compliance with all state or local laws and other provisions of this Policy.

B. Student Violations:

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Possession, consumption, being under the influence, or furnishing of alcoholic beverages (as identified by federal or state law) on College-owned or controlled property or at College or student organization supervised functions, except as provided by rules and procedures of the Tillamook Bay Community College Board of Education.

DRUGS AND ALCOHOL ON CAMPUS /SCHOOL POLICY

Page 2/2

Article No.: 213

Approved: June 2, 2008

Reference: ORS 475.005 or Schedules I through V under the Federal Controlled Substances Act, 21 USC 811 and 812)

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Possession, consumption, being under the influence, or furnishing of a narcotic or dangerous drug, as defined by ORS 475 and ORS 167.203 to 167.252 (is now law or hereinafter amended), except when use or possession is lawfully prescribed by an authorized medical doctor or dentist.

C. Student Penalties:

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

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2 – ALCOHOL SERVICE

It shall be the policy of Tillamook Bay Community College that serving wine and/or beer to individuals 21 years or older as an adjunct to food services may be permitted by the Board of Education on a limited basis at functions held at the College. The intent of this policy is to permit service and teach by example the responsible use of alcohol in appropriate social settings.

The service shall be carefully monitored by the College President, or Designee, to ensure that all external rules, including those of the Oregon Liquor Control Commission, are carefully adhered to and only those forms of service covered by the College's liability insurance are permitted.

The Administrative Rules that govern alcohol service will be kept current with external regulations.

If alcohol is to be served at an event sponsored or hosted by the Board of Education or by the Tillamook Bay Community College Foundation Board it shall not be served unless

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DRUGS AND ALCOHOL ON CAMPUS /SCHOOL POLICY

Article No.: 213

Approved: June 2, 2008

Reference: ORS 475.005 or Schedules I through V under the Federal Controlled Substances Act, 21 USC 811 and 812)

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accompanied by food. Other service of alcohol may be permitted at the College when the person or group serving it first provides a certificate of liquor liability insurance that covers the event in question, and names the College as an additional named insured with an aggregate liability limit of \$1 million.

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**The language of this policy has been added, in its entirety to Policy 213.
Policy 321 may be removed from the current policy manual**

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WORKPLACE/SCHOOL POLICY** . Page 1/2¶
Article No.: 321 . ¶
Approved: June 2, 2008¶
Reference: ORS . 475.005 or Schedules I
through V under the Federal Controlled
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A. Alcohol and Controlled Substances

The manufacture, distribution, dispensing, possession or use of alcoholic liquor, intoxicants or controlled substances not medically prescribed, or being under the influence of these to any degree by any employee in or about the College buildings or on the College premises or while performing any duties for the College is prohibited and is cause for suspension and/or dismissal. If the employee is not dismissed, suspension may be imposed in combination with a requirement to complete a drug or alcohol treatment and rehabilitation program.

All employees are required to abide by this alcohol and drug-free workplace policy. In addition, they shall notify the Dean of Administrative Services within five (5) days of their conviction for a violation of substance abuse laws involving the workplace, or if they became aware that another employee has been convicted of such a violation.

Employees may seek referral assistance from the Dean of Administrative Services in connection with alcohol or drug-related problems. Reasonable efforts shall be made to handle such requests confidentially. Requests for assistance are encouraged and will not themselves be considered as ground for dismissal. Such requests shall not, however, excuse violations prohibited by this policy.

The consumption of alcoholic beverages by an employee at a social function held in relation to an employee's work for the College does not, by itself, constitute a violation of this Policy, provided the employee remains in compliance with all state or local laws and other provisions of this Policy.

B. Student Violations:

Possession, consumption, being under the influence, or furnishing of alcoholic beverages (as identified by federal or state law) on College-owned or controlled property or at College or student organization supervised functions, except as provided by rules and procedures of the Tillamook Bay Community College Board of Education.

Possession, consumption, being under the influence, or furnishing of a narcotic or dangerous drug, as defined by ORS 475 and ORS 167.203 to 167.252 (is now law or hereinafter amended), except when use or possession is lawfully prescribed by an authorized medical doctor or dentist.

C. Student Penalties:

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

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WORKPLACE/SCHOOL POLICY** . Page 1/2¶
Article No.: 321 . ¶
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**FULL-TIME EMPLOYMENT POSITIONS PROVISIONS: PROCESSING,
SELECTION, AND CONFLICTS**

Page 1/7

Article No.: 300

Approved: June 2, 2008

Reference: 309, Appendix A-1

300.1 For the purpose of this Policy statement, the following definitions shall apply:

1. "Board" shall mean the Board of Education of Tillamook Bay Community College District, comprised of the elected representatives of the citizens of the Tillamook Bay Community College.
2. "President" shall mean the President of Tillamook Bay Community College.
3. The word "Management" used herein refers to the Board or to the person to whom the Board has delegated its authority.
4. "Supervisor" shall mean any employee of the College who directly supervises the work of another employee.
5. "Exempt" shall apply to employees, [Grade 22 or higher](#), who are paid on the basis of an annual salary and are not subject to premium pay for overtime. Exempt employees include full and part-time personnel related to administrative functions of the college as defined annually in Appendix A-1.
6. "Non-Exempt (Classified) Support Staff" shall apply to employees who are paid a salary or an hourly rate and are subject to premium pay for overtime. Non-exempt employees include full and part-time personnel related to support functions of the college as defined annually in Appendix A-1.
7. "Regular Employee" shall refer to anyone hired for nine or more months per year to fill a classified or an administrative position established and included in the College annual budget and included in the listing contained in Appendix A-1.
8. "Temporary Employee" shall mean any person who is employed on a temporary basis for a particular period, such as an academic term, regardless of the number of hours worked per week.
9. "On-Call Employee" shall mean any person who works on an as-needed basis only.
10. "Full-time Employee" shall mean an employee who, at the time of their employment, is scheduled to work 40 hours per week.
11. "Part-time Employee" shall mean an employee who, at the time of their employment, is scheduled to work fewer than 40 hours per week.
12. "Trial Service Employee" shall mean an intended regular employee who is undergoing the first six months of employment, as provided in Article 309 herein.

FULL-TIME EMPLOYMENT POSITIONS PROVISIONS: PROCESSING, SELECTION, AND CONFLICTS

Page 2/7

Article No.: 300

Approved: June 2, 2008

Reference: 309, Appendix A-1

13. "Probationary Employee" (disciplinary action) shall mean an employee on re-evaluation status, as provided in Article 309 herein.
14. "Confidential Employee" shall mean any employee of the College who has access to documents and information of a confidential nature, or those protected by Federal and State Right of Privacy laws.
15. "College" shall mean the institution of Tillamook Bay Community College District, which includes students, faculty, and employees.
16. "Facilities" shall mean all locations used by the College.
17. "Job Classification" shall mean an individual position or group of positions with a single job title.
18. "Salary Classification" shall mean the level on the salary schedule to which a given job title is assigned.
19. "Position Inventory" shall mean a statement which has been prepared by Management and is on file in the ~~Director of Facilities, Safety, Human Resources~~ that outlines the general function, duties, and responsibilities, for each job title within the job classification system adopted by Management.
20. Policy 300 also applies to faculty but is supplemented by additional instructional policies.
21. All references herein to employees or other persons include both genders.
22. The word "shall" is mandatory and the word "may" is permissive.
23. The singular shall apply to the plural where appropriate in the contract.
24. The College fiscal year extends from July 1 through June 30.

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300.2 PROCESSING THE EMPLOYMENT OF COLLEGE PERSONNEL

The College Board of Education has statutory authority to employ personnel. By policy the Board of Education has delegated to the College President or personnel designated by the College President the responsibility of processing applications for employment if the Board has previously authorized the positions. (In the case of non-regular employees, because of the number involved, the varying lengths of service required, as well as different rates of remuneration, the Board approves budgeted amounts instead of specific positions.)

FULL-TIME EMPLOYMENT POSITIONS PROVISIONS: PROCESSING, SELECTION, AND CONFLICTS

Article No.: 300
Approved: June 2, 2008
Reference: 309, Appendix A-1

In view of the constraints referred to above, the following regulations will govern the issuance of personnel contracts, agreements, letters of authorization, etc.

1. Authorization to employ individuals for positions previously approved by the Board of Education may be given only by the College President or his/her designee(s).
2. No promises of positions, salaries, working conditions, benefits, etc. shall be made by anyone unless authorized by the College President.
3. An appropriately signed contract must be filed in the Business Office before any payments for personnel services can be made.
4. Checks shall not be released to the employee or contractor before the appropriate service has been rendered. The responsibility for enforcing this provision shall be delegated to the designated program administrator.
5. Exceptions to these regulations may be made only upon authorization of the College President or personnel designated by the College President.

The Chair of the Board of Education, or any other Board of Education Member so designated at a duly constituted Board of Education Meeting, shall sign the College President's contract of employment on behalf of the Board.

The College President or personnel designated by the College President shall sign contracts of employment for all other College employees with the following stipulations:

1. Positions and funding have been authorized in the annual budget approved by the Board of Education.
2. Positions and funding have been authorized in an externally funded budget approved by a contractual funding agency.
3. The College President shall keep the Board of Education informed of all full-time staffing changes.

Notices of position openings, including required and preferred qualifications, for which applicants are solicited, will be processed as follows:

1. Faculty

Position openings will be processed through the Chief Academic Officer, as designated by the College President.

2. Professional Support Staff

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FULL-TIME EMPLOYMENT POSITIONS PROVISIONS: PROCESSING, SELECTION, AND CONFLICTS

Article No.: 300
Approved: June 2, 2008
Reference: 309, Appendix A-1

Position openings will be processed through the Director of Facilities, Safety, Human Resources as designated by the College President.

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3. Management Staff

Position openings will be processed through the appropriate Executive Officer as designated by the College President.

4. Executive Staff

Position openings will be processed through the College President or personnel designated by the College President.

300.3 PUBLICIZING VACANCIES

Position openings will be filled through internal promotion or external employment to best meet the needs of the College and Oregon employment laws.

1. Internal Promotion:

It is the practice of the College to promote from within when it has been determined by the College President that well-qualified individuals are already employed by the College.

If the College President determines that a personnel opening exists and may be filled by internal promotion, the President may authorize suitable advertising of the opening within the College. Reasonable time shall be provided to allow interested College employees to make application for the position.

External Employment:

When the College President determines that a personnel opening shall be advertised outside the College organization, such advertisement may be announced within the local community, throughout the State of Oregon, or nationally as deemed necessary by the College President to obtain qualified candidates.

2. Openings may be publicized in any or all of the following:

Openings will be publicized to current employees on campus, and, off-campus as broadly as is necessary and appropriate to assure an adequate pool of qualified applicants for the position being advertised.

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3. All initial application materials are available at the TBCC website. These include:

FULL-TIME EMPLOYMENT POSITIONS PROVISIONS: PROCESSING, SELECTION, AND CONFLICTS

Article No.: 300
Approved: June 2, 2008
Reference: 309, Appendix A-1

- a. [Position Opening Notice](#)
- b. [An official TBCC Application Form](#)
- c. [TBCC Affirmative Action Form](#)
- d. [Authorization to Release Information Form](#)

[Applying on line is encouraged; however on request applications may be e-mailed, mailed or given to applicants within two days of inquiry.](#)

4. Once an [application](#) for a publicized vacancy has been [received](#) the following personal information is recorded:

- a. Name
- b. Address
- c. Telephone number
- d. Email address
- e. Date application material sent and received
- f. Position opening title

Position information is kept with the Position Opening Notice file and as material is received, it is placed in alphabetical order. The custodian of all material is the [Director of Facilities, Safety, Human Resources](#), or his/her designee. When the position has been filled, the Position Opening Notice File is placed in the Closed Position File under title of position advertised. These files will be held for thirty-six (36) months or longer at the discretion of the [Director of Facilities, Safety, Human Resources](#).

5. Testing of Applicants

The decision to test applicants at the request of a screening committee shall be approved and the testing supervised by the [Director of Facilities, Safety, Human Resources](#). The following procedures shall be adhered to:

- a. Each applicant will be notified of a testing date, time, and place.
- b. If applicant is unavailable for group testing, individual testing may be arranged.

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FULL-TIME EMPLOYMENT POSITIONS PROVISIONS: PROCESSING, SELECTION, AND CONFLICTS

Page 6/7

Article No.: 300

Approved: June 2, 2008

Reference: 309, Appendix A-1

- c. All tests will be graded and then reviewed for use during the interview process.
- d. The successful applicant's testing materials will be placed in his/her personnel file.
- e. If an applicant wishes to review test results, this request must be made within twenty (20) days of applicant's testing date. Applicant's test results must be reviewed in the presence of a District employee and shall not be taken from the area or copied.
- f. Test results will be retained for three years in the Closed Position File maintained by the Director of Facilities, Safety, Human Resources,

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6. Screening and Selection

a. Screening:

- 1. To assist in the process of screening and interviewing candidates for a personnel opening, the College President, or Designee, may appoint a Screening Committee. Screening Committees shall be broadly representative.
- 2. When established by the College President, or Designee, the Screening Committee shall conduct initial screening and interviewing as follows:
 - A. Candidates who have submitted an application by a published deadline date shall have their credentials evaluated by the Screening Committee. Applications received after a published deadline date may be accepted at the discretion of the College President or his/her designee.
 - B. At the conclusion of the initial screening evaluation, the Screening Committee shall submit to the College President or personnel designated by the College President up to ten (10) candidates who, in the opinion of the Committee, meet the qualifications established for the position and are recommended for interviews.
- 3. Upon review of the Screening Committee's recommendations, the College President or personnel designated by the College President shall determine a final list of candidates to be interviewed. Candidates shall be invited for an interview at the candidate's own expense. A list of all candidates interviewed shall be maintained in the Closed Position File.
- 4. At the conclusion of the interview process, the Screening Committee chair shall submit a list identifying the strengths and weaknesses of each candidate interviewed to the College President or personnel designated by the College President.

**FULL-TIME EMPLOYMENT POSITIONS PROVISIONS: PROCESSING,
SELECTION, AND CONFLICTS**

Page 7/7

Article No.: 300

Approved: June 2, 2008

Reference: 309, Appendix A-1

b. Selection:

1. The selection of the candidate to be chosen shall be the responsibility of the Screening committee with the College President having the final deciding vote in cases of ties or disputes.
2. The College President or personnel designated by the College President shall provide to all candidates not selected for the position written notification that the position has been filled. A sample of the letter sent to all unsuccessful candidates shall be maintained in the Closed Position File.
3. If the decision is made to reopen a position, all candidates shall be notified of the decision and asked to renew their application. For an application to be renewed, written notification must be received by the College.

300.4 - OUTSIDE EMPLOYMENT

Staff and faculty members of the College may engage in outside employment or maintain an outside business venture only if it does not interfere with regular College duties or create a conflict of interest. Prior to commencing any employment or business venture involving substantial time or a speaking engagement with reimbursements, the individual concerned shall obtain the approval of the College President.

FAMILY EMPLOYMENT POLICY

Article No.: 304

Approved: June 2, 2008

Reference:

One (1) member of an immediate family (the employee's spouse, or the employee's or spouse's parents, children, grandchildren, grandparents, brothers, and sisters) shall not exercise supervisory authority over another member of the same family unless authorized by the President and approved by the Board of Education.

At no time shall members of the same family work in the same College departments where there is the potential for conflict of interest or a breach of privacy, security or confidentiality. Determination of potential conflict will be at the discretion of the President.

Article No.: 400
Approved: October 6, 2008
Reference:

A. DEFINITIONS

For the purpose of this Policy statement, the following definitions shall apply:

1. Contracted Faculty member refers to faculty who receive annual employment agreements of 0.5 to 1.0 FTE and specifically excludes instructors employed in the Continuing and Community Education Programs.
2. Adjunct Faculty refers to faculty teaching credit courses on a term-by-term basis.
3. Community Education refers to all non-credit courses, activities and programs which do not lead to a degree or certification. These include courses recognized by the State of Oregon as Adult Continuing Education (ACE).
4. Continuing Education refers to all Continuing Education Unit (CEU) courses. See Administrative Rules for further definition of CEU courses.

B. ACADEMIC CALENDAR

Tillamook Bay Community College follows the academic calendar approved by [the Tillamook Bay Community College Board of Education](#). A current calendar is published in the College Catalog as well as in the quarterly schedule of classes.

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C. ACADEMIC RULES AND REGULATIONS

Tillamook Bay Community College will establish appropriate rules and regulations regarding academic procedures, professional ethics, and academic standards. These academic regulations and procedures apply to all students enrolled in, or seeking admission to courses. These policies and procedures will be governed by College Administrative Rules. A complete review of Administrative Rules will take place annually.

Article No.: 402
Approved: October 6, 2008
Reference:

402.1 PRE-REGISTRATION AND CANCELLATION POLICY

Early registration is encouraged for all courses. A decision to cancel a course, based on enrollment or instructor availability will be made at least two days prior to the start date. Courses are canceled by the Chief Academic Officer or his/her designee. Generally, the criterion for such cancellation is an enrollment of less than ten students or the minimum set by the instructor. However, depending upon individual course circumstances, courses may be offered with fewer students.

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402.2 STUDENT CONTACT INFORMATION

All instructors should have contact information for all their students at the beginning of each term. In the event that a class must be cancelled or modified in some way that will affect the students in that class, it is the instructor's obligation to contact their students as soon as possible to advise them of those changes. In addition, the Office of Instruction and Student Services are to be notified when classes are to be cancelled, relocated, or re-scheduled.

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402.3 COURSE EVALUATION POLICY

All courses are subject to evaluation by the Office of Instruction. Such an evaluation might take the form of student interviews or questionnaires, and/or a visit by the Chief Academic Officer or designee. Instructors will be notified in advance if their course is to be visited.

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402.4 GRADING POLICY

Course grades or marks are assigned according to criteria established in Administrative Rules.

402.5 TEXTBOOK SELECTION

Instructors may select textbooks with the approval of Tillamook Bay Community College's Chief Academic Officer.

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402.6 COMMUNITY EDUCATION FUND

The College's Community Education Program is a self-supporting program as determined by the receipts and expenditures of funds designated for this purpose. To facilitate this objective, the College President or designee is authorized to:

1. Establish market rate tuition and fees to be charged those who enroll or otherwise participate in Community Education offerings;
2. Hire instructors on a term-by-term contractual basis and pay 50% of community education course or workshop tuition (excluding fees) to the instructor as compensation

NON-FACULTY JOB COMPENSATION

Article No.: 311

Approved: January 5, 2009

Reference: 310.2, 309.4, 312, 313, Appendix A, B, C, Fair Labors Standards Act

311.1 PAY

A. Salary Schedule/Placement

1. Salary schedules and placement for all positions exclusive of the College President are contained in Appendix A-1, A-2, C-1, and C-3 and shall be reviewed and adopted each fiscal year by the Board of Education.
2. Initial salary placement of each new position shall normally be on the first longevity step of the grade at which the position is classified. The College President has the prerogative to authorize initial salary placement on a higher step.
3. Longevity step movement may occur once each year and increments at the beginning of each new fiscal year provided the employee has completed at least three months of service in the prior fiscal year. Longevity steps are maintained when an employee is promoted, reclassified, transferred, or reassigned.
4. Temporary full-time or temporary part-time employees shall be paid at the Longevity Step 1 rate for their classification on the salary schedule and no movement shall be granted for longevity.
5. Executive and Management positions are classified as Grade 22 or higher and are exempt for purposes of application of the Fair Labor Standards Act regarding overtime and compensatory time. Professional Support Staff positions classified as Grade 20 or lower are classified as non-exempt for purposes of application of the Fair Labor Standards Act regarding overtime and compensatory time.
6. Placement on the Salary Schedule for Executive and Management positions will be increased one grade for attainment of the PhD, EdD, or equivalent, and reduced one grade for those holding a BS/BA or equivalent degree and two grades for those holding an AA/AS or equivalent degree and three grades for those holding less than an AA/AS or equivalent degree. The College President may advance the education factor one level, not to exceed the MA/MS Degree or equivalent, for five years of successful experience with the College or at anytime for a comparable certificate or license.
7. The College President may grant a discretionary increase or decrease of up to three grades and/or steps.

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B. Work Schedule

1. Non-Exempt Employees.

NON-FACULTY JOB COMPENSATION

Page 2/4

Article No.: 311

Approved: January 5, 2009

Reference: 310.2, 309.4, 312, 313, Appendix A, B, C, Fair Labors Standards Act

For full-time employees, the workweek shall be Monday through Sunday, consisting of forty hours during five consecutive days, with eight hours of work each day. With approval of the immediate supervisor and the College President, an employee may work forty hours on four consecutive working days, with ten hours of work each day. Part-time employees shall work a schedule designated by their immediate supervisor not to exceed eight hours per day.

2. Exempt Employees.

For full-time employees, the normal workweek shall be Monday through Sunday, consisting of forty hours during five consecutive days. A workweek in excess of forty hours is exempt from overtime compensation. Part-time employees shall work a schedule designated by their immediate supervisor.

3. Rest Periods

The working day for all employees will include either one fifteen minute rest period during each four-hour work period and an unpaid meal period of not less than one-half hour for each eight hours of work; or three ten minute rest periods and an unpaid meal period of not less than one-half hour for each ten hours of work.

C. Overtime Compensation

1. As provided for in the Fair Labor Standards Act and in accordance with State wage and hour law, all overtime for non-exempt employees will be calculated at the rate of one and one-half times the established hourly rate on the salary schedule for time worked in excess of forty hours per week.

311.2 BENEFITS

A. Health Insurance Coverage

1. Tillamook Bay Community College shall provide all eligible employees as described in the Summary of Employee Benefits Chart contained in Appendix B-1, with a monthly stipend, defined in Appendix A-2 and C-1 which shall be reviewed and adopted each fiscal year by the Board of Education. Any amount of the stipend provided for insurance in excess of the cost of the employee-only coverage may be applied to dependent insurance coverage effective July 1, 2009.

NON-FACULTY JOB COMPENSATION

Article No.: 311

Approved: January 5, 2009

Reference: 310.2, 309.4, 312, 313, Appendix A, B, C, Fair Labors Standards Act

2. Eligible employees as described in A.1. above, may elect to waive or opt-out of medical insurance coverage. When an employee opts-out, Tillamook Bay Community College shall provide a monthly cash payment, which shall be reviewed and adopted each fiscal year by the Board of Education. The monthly cash payment shall be half of the least cost employee-only group insurance plan, excluding any Health Savings Account plans, approved by the College. The option to waive or opt-out of the College's medical insurance plan is limited to 25% of eligible employees – once that threshold is reached employees will be added to a waiting list and will be allowed to opt-out only as space within the threshold becomes available. In order to waive coverage, employees will be required to complete a "Declination of Coverage" form (available from the Director of Facilities, Safety and Human Resources) and provide proof of other equivalent medical insurance coverage.

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B. Tillamook Bay Community College shall contribute to the Public Employees Retirement System (PERS), for eligible employees, in compliance with PERS Rules.

C. Tillamook Bay Community College will maintain its required contributions of FICA, Unemployment Insurance, and Workers' Compensation Insurance for all employees.

D. Tuition Waiver/Tuition Assistance Policy

1. The Board agrees to waive tuition for classes for any eligible employee in accordance with policy in Appendix B-1. An employee's spouse, and dependent or unmarried children up to age 24, may also be eligible for tuition waivers as described in the Summary of Employee Benefits Chart and the Tillamook Bay Community College Tuition Waiver/Tuition Assistance Policy in Appendix B-1. In circumstances when federal financial aid is provided in the form of grants, the federal financial aid grant funds shall be expended first. Additional tuition shall be waived in accordance with policy in Appendix B-1.

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2. Enrollment in a class by an employee shall not interfere with the employee's regular duties and responsibilities. When job-related courses require absence from work, supervisor approval is required.

3. Employees shall be granted a fifteen percent discount on all Tillamook Bay Community College Bookstore purchases. Employees may petition in writing to their supervisor for reimbursement of book cost and course fees if the course in which they are enrolled relates directly to their job duties. Petitions for reimbursement must be forwarded to and approved by the College President.

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NON-FACULTY JOB COMPENSATION

Article No.: 311

Approved: January 5, 2009

Reference: 310.2, 309.4, 312, 313, Appendix A, B, C, Fair Labors Standards Act

4. Tuition, fees, and admission charges for non-reimbursable or Agency and for other college functions are not included in this policy statement. Exceptions may be petitioned in writing to the College President.

5. Community partner and other college or university courses which enhance employees' job performance or develop necessary job skills are considered staff and professional development. Subject to available funds, Tillamook Bay Community College will provide up to \$200 per semester hour tuition and fees reimbursement for each hour earned to a maximum of ten (10) credit hours annually and thirty (30) credits cumulative. Regular full-time and regular part-time staff may petition their supervisors, in writing, for assistance with tuition, fees, and related costs for courses, conferences, and training for staff and professional development. Staff applications for assistance will be forwarded to the Director - Facilities, Safety and Human Resources, for approval. Application and approval for reimbursement must be made, in advance of enrollment, on the Tillamook Bay Community College Professional Development Application Form. Applications should be submitted by September 30 prior to the actual class for preferred consideration.

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E. Leave (See Articles 312, 313)

1. As provided for in the Fair Labor Standards Act and in accordance with State wage and hour law, all overtime for non-exempt employees will be calculated at the rate of one and one-half times the established hourly rate on the salary schedule for time worked in excess of forty hours per week.

2. All non-exempt, regular employees will take overtime in compensatory time off, provided that no more than 24 hours of compensatory time is carried forward from one month to the next. A maximum of 24 hours of compensatory time may be carried over from one fiscal year to the next. Hours beyond the maximum and overtime hours for non-exempt hourly (i.e., temporary, on-call) employees will be paid to the employee. Supervisor approval must be obtained before compensatory time is taken.

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3. Non-exempt employees shall receive overtime compensation for time worked on a holiday as defined in Article 312.2.

4. During the months of July and August, Tillamook Bay Community College, at the College President's discretion, may establish a workday of ten hours and a workweek of any four consecutive workdays for some or all employees.

Article No.: 407

Approved: January 5, 2009

Reference: Articles 312, 313; Appendix A-2, B-1, and C-1

407.1 Tillamook Bay Community College recognizes that quality of learning is dependent upon the quality of the faculty. Therefore, a continued endeavor is made to discover, attract, and retain the best teaching talent available. Consistent with this policy, a full-time and regular part-time faculty salary schedule is adopted (see Appendix C-1), with the Board of Education reserving the right to consider and modify annually this schedule. In the application of this policy, 1.33 quarter or term based credits will be counted as equivalent to one semester credit. Credit must be from a regionally accredited institution.

1. Initial Placement on the Salary Schedule

A. Education and Occupational Experience

1. New occupational faculty without a Bachelor's Degree will be placed on the salary schedule at the BA Step 1 Level upon presentation of an Associate's Degree or at least sixty-four (64) semester hours and, in addition, five years of approved and verified occupational experience.
2. New occupational faculty with a Bachelor's Degree must also document 4 years of recent, full-time, non-teaching work experience in the field for initial placement on BA Step 1.
3. New faculty with a Master's Degree in the field to be taught and no teaching or occupational experience are initially placed on MA Step 1.
4. New faculty with a Doctorate and no post-secondary teaching experience in the field to be taught are initially placed on Ph.D. Step 1.

B. Longevity Credit for Teaching Experience and Occupational Experience Beyond Initial Placement

1. New faculty may receive additional credit for steps on the salary schedule beyond Step 1 upon presentation of approved and verified post-secondary teaching and/or occupational experience in the field to be taught. After initial placement on the salary schedule, applicable teaching or occupational experience may be credited for additional steps as follows:

<u>Prior Teaching Experience</u>	<u>Step Placement</u>
0 to .9 year	1
1 to 1.9 years	2
2 to 2.9 years	3
3 to 4.9 years	4
5 to 6.9 years	5
7 or more years.....	6
<u>Prior Occupational Experience</u>	<u>Step Placement</u>
0 to 1.9 years	1
2 to 3.9 years	2
4 to 5.9 years	3

Article No.: 407

Approved: January 5, 2009

Reference: Articles 312, 313; Appendix A-2, B-1, and C-1

6 to 7.9 years	4
8 to 9.9 years	5
10 or more years	6

C. Education Credit for Professional Growth Beyond Initial Placement

1. New faculty who hold a Bachelor's or Master's Degree may receive additional credit on the salary schedule for approved and verified graduate semester credits and/or occupational experience. Verified graduate semester credits in the field to be taught will be credited on a one for one basis, to a maximum of thirty (30) graduate semester credits for new occupational faculty with a Bachelor's Degree. New faculty who hold a Master's Degree may be credited with up to sixty (60) verified, graduate semester credits in the field to be taught. For occupational faculty, each additional full year of verified occupational experience in the field to be taught, beyond eleven (11), will substitute for five (5) graduate semester credits. The maximum placement on the salary schedule for a Bachelor's Degree is the MA + Thirty (30), Step Six (6). No more than thirty (30) graduate semester credits will be credited to the salary schedule for occupational experience. Faculty without a Bachelor's Degree cannot be placed beyond the MA column.
2. New faculty will normally be placed on the schedule through Step 6. The College President may elect to place new faculty at any point on the schedule. Placement beyond the schedule requires approval of the College President.

2. Advancement Through the Salary Schedule for Professional Growth

A. Limitations to advancement through the salary schedule

1. Faculty without a Bachelor's Degree will not advance beyond the MA column.
2. Movement on the salary schedule will not be approved for advancement on the salary schedule in fields other than that for which faculty are under contract with Tillamook Bay Community College. An exception may be granted by the ~~Chief Academic Officer~~ for an outlined sequence of specific courses leading to a degree or instructor qualification to teach in an additional discipline. Official transcripts must be furnished to the ~~Chief Academic Officer~~ to verify successful completion.
3. A maximum of six (6) semester credits of undergraduate course work will be allowed for advancement on the salary schedule. Official transcripts must be furnished to the ~~Chief Academic Officer~~ to verify successful completion.
4. Faculty may seek advance approval for a maximum of ten (10) semester credits outside the teaching field to be applied to the salary schedule if these are clearly related to non-teaching assignments, such as

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curriculum development. Official transcripts must be furnished to the Dean of Instruction and Student Services to verify successful completion.

B. Conditions for advancement through the salary schedule

1. All credits for advancement through the salary schedule must be recommended by the Faculty Curriculum Committee and the Chief Academic Officer, and approved by the College President.
2. Graduate credit courses in the major teaching area will be awarded provided the courses are completed and an official transcript is furnished to the Chief Academic Officer, to verify successful completion prior to the beginning of the next academic year.
3. Continuing Education Unit (CEU) credits will not be considered for advancement on the salary schedule.
4. Credits applied to the salary schedule for Bachelor's Degree occupational faculty must either be in the instructor's major teaching area or part of an approved Master's program in the major teaching area. An outlined sequence of specific courses leading to the degree, including authorized signatures from the university, must be submitted in advance for approval. Official transcripts must be furnished to the Chief Academic Officer, to verify successful completion.
5. Occupational experience will be credited at a rate of sixty (60) clock hours of employment equivalent to one (1) graduate semester credit to a maximum of thirty (30) graduate semester credits. In order to receive credit, an instructor must submit in advance to the Faculty Curriculum Committee and Chief Academic Officer, a description of the occupational experience to be gained through the employment. Appropriate verification of the occupational experience must be submitted to the Chief Academic Officer, prior to the beginning of the next academic year. Occupational experience will only be credited to faculty whose teaching loads are comprised of at least 75% occupational courses.
6. Credit for academic experience directly related to teaching responsibilities may be awarded using the following guidelines. Prior approval for academic experience is not required; however, documentation must be presented as specified below in order to allow for evaluation for credit to be applied to the salary schedule.
 1. Artistic Activity: Public exhibitions, concerts, dramatic presentations, recitals, productions, performances and poetry/literary readings.
 - a) Art Exhibits: An exhibit must be viewed in a public place such as a museum, art gallery, college, etc. It must be a juried show. Other acceptable activities may include a colloquium on the arts, published art work, performances before a public audience, and jurying.

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Article No.: 407

Approved: January 5, 2009

Reference: Articles 312, 313; Appendix A-2, B-1, and C-1

- b) Documentation: The event should be documented by media reviews and coverage, regional and national art publications, brochures, programs, and/or letters.
 - c) Credits: One semester credit equals 60 hours of documented activity including preparation time to a maximum of three (3) credits per activity and six (6) total credits.
 - d) Limitations: Vanity gallery, home exhibitions, or home performance are not acceptable.
 - e) Evaluation for Credit: Upon submission of necessary documentation, the Faculty Curriculum Committee and **Chief Academic Officer**, will evaluate the activity and recommend to the College President the amount of credit to be awarded, if any.
2. Publications and Other Printed Material: The production of such materials as books, book reviews, musical scores, articles, stories, lab books, and handbooks.
- a) Types of Printed Material: Items printed for use at Tillamook Bay Community College will be excluded. Printed material must be published in refereed journals, magazines, and other sources recognized and used by faculty in the field or with significant numbers of subscribers. The publication must be appropriate to the faculty person's discipline.
 - b) Documentation: A copy of the printed material.
 - c) Credits: One credit for each sixty (60) hours of documented activity including preparation time to a maximum of three (3) credits per activity and six (6) total credits.
 - d) Limitations: Credit will not be given for unpublished manuscripts. The publication must be appropriate to the faculty person's discipline.
 - e) Evaluation for Credit: Upon submission of necessary documentation, the Faculty Curriculum Committee and **Chief Academic Officer**, will evaluate the activity and recommend to the College President the amount of credit to be awarded, if any.
7. Non-credit courses that require certification of successful completion prior to faculty being approved to teach the courses may be applied to the faculty salary schedule. In order to receive credit, faculty must submit in advance to the Faculty Curriculum Committee and **Chief Academic Officer**, a description of the course(s) and the applicability to their instructional responsibility. If approved, credit will be awarded at a rate of sixty (60) clock hours of preparation equivalent to one (1) graduate

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semester credit to a maximum of fifteen (15) credits. Appropriate verification of the successful completion must be submitted to the **Chief Academic Officer**, prior to the beginning of the next academic year.

- 8. Providing conditions have been appropriately met, payment for approved salary credits will be reflected on the next regular annual contract.

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3. Advancement Through the Schedule for Longevity

- A. Faculty without a Bachelor's Degree will not move beyond the MA column.
- B. Eligible faculty will be advanced through the steps of the salary schedule, usually at the rate of one step per year, for satisfactory performance of assigned duties.
- C. Faculty on improvement leave shall continue to advance through the schedule.
- D. The College President may hold faculty on step. For exceptional teaching and/or service to Tillamook Bay Community College, the College President may advance faculty more than one step and may also advance faculty beyond the salary schedule in an amount not to exceed 15% of the Master's base salary.

4. Unsatisfactory performance

Pay increases will be withheld for unsatisfactory performance appraisals in accordance with Article 406.3. Pay increases may be granted upon return to satisfactory status without retroactive compensation.

407.2 Pay increases for adjunct faculty

- 1. Adjunct faculty initial salary placement is Tier 1 of the Adjunct Faculty Salary Schedule.

With the approval of the Tillamook Bay Community College President, based on sufficient funding, and satisfactory performance, adjunct faculty will advance in tier based on the following:

- A. Adjunct faculty will move to Tier 2 the July 1 following completion of teaching 500 adjunct faculty contact hours at Tillamook Bay Community College. The 500 contact hours must be completed by the end of Spring Term.
- B. Adjunct faculty will move to Tier 3 the July 1 following completion of teaching 1,000 adjunct faculty contact hours at Tillamook Bay Community College. The 1,000 contact hours must be completed by the end of Spring Term.

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Article No.: 407

Approved: January 5, 2009

Reference: Articles 312, 313; Appendix A-2, B-1, and C-1

- C. Adjunct faculty will move to Tier 4 the July 1 following completion of teaching 1,500 adjunct faculty contact hours at Tillamook Bay Community College. The 1,500 contact hours must be completed by the end of Spring Term.
- D. Adjunct faculty will move to Tier 5 the July 1 following completion of teaching 2,000 adjunct faculty contact hours at Tillamook Bay Community College. The 2,000 contact hours must be completed by the end of Spring Term.
- E. Adjunct faculty will move to Tier 6 the July 1 following completion of teaching 2,500 adjunct faculty contact hours at Tillamook Bay Community College. The 2,500 contact hours must be completed by the end of Spring Term.

407.3 Pay increases for instructional assistants and tutors

1. Instructional assistants and tutors initial salary placement is Tier 1 of the Instructional Assistants and Tutors Salary Schedule.

With the approval of the College President, based on sufficient funding, and satisfactory performance, instructional assistants and tutors will advance in tier based on the following:

- A. Instructional assistants and tutors will move to Tier 2 the July 1 following completion of 500 instructional assisting or tutoring contact hours at Tillamook Bay Community College. The 500 contact hours must be completed by the end of Spring Term.
- B. Instructional assistants and tutors will move to Tier 3 the July 1 following completion of 1,000 instructional assisting or tutoring contact hours at Tillamook Bay Community College. The 1,000 contact hours must be completed by the end of Spring Term.
- C. Instructional assistants and tutors will move to Tier 4 the July 1 following completion of 1,500 instructional assisting or tutoring contact hours at Tillamook Bay Community College. The 1,500 contact hours must be completed by the end of Spring Term.
- D. Instructional assistants and tutors will move to Tier 5 the July 1 following completion of 2,000 instructional assisting or tutoring contact hours at Tillamook Bay Community College. The 2,000 contact hours must be completed by the end of Spring Term.
- E. Instructional assistants and tutors will move to Tier 6 the July 1 following completion of 2,500 instructional assisting or tutoring contact hours at Tillamook Bay Community College. The 2,500 contact hours must be completed by the end of Spring Term.

407.4 Community Education and Continuing Education Instructor Compensation and Benefits

1. Community Education and Continuing Education Instructors are hired on a short-term contractual basis and receive as compensation 50% of the course or workshop tuition (excluding fees) revenue of the courses they teach. The **Chief Academic Officer**, may guarantee a minimum enrollment level of compensation in continuing education courses in order to support a degree or certificate program or meet a community occupational training need.
2. Community and Continuing Education instructors receive no employee benefits except as required by law.
3. Pay increases for Community and Continuing Education Faculty will be solely based on tuition increases or enrollment increases in the courses or workshops they teach.

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407.5 Benefits

1. Tillamook Bay Community College shall provide all eligible employees as described in the Summary of Employee Benefits Chart contained in Appendix B-1, with a monthly stipend, defined in Appendix A-2 and C-1 which shall be reviewed and adopted each fiscal year by the Board of Education. Any amount of the stipend provided for insurance in excess of the cost of the employee-only coverage may be applied to dependent insurance coverage effective July 1, 2009.
2. **Eligible employees** as described in 1 above, **may** elect to waive or opt-out of medical insurance coverage. **When an employee opts-out**, Tillamook Bay Community College shall provide a monthly cash payment, which shall be reviewed and adopted each fiscal year by the Board of Education. **The monthly cash payment** shall be half of the least cost employee-only group insurance plan, **excluding any Health Savings Account plans**, approved by the College. The option to waive or opt-out of the College's medical insurance plan is limited to 25% of eligible employees – once that threshold is reached employees will be added to a waiting list and will be allowed to opt-out only as space within the threshold becomes available. In order to waive coverage, employees will be required to complete a "Declination of Coverage" form (available from the **Director of Facilities, Safety and Human Resources**) and provide proof of other equivalent medical insurance coverage.
3. Tillamook Bay Community College shall contribute to the Public Employees Retirement System (PERS), for eligible employees, in compliance with PERS Rules.
4. Tillamook Bay Community College will maintain its required contributions of FICA, Unemployment Insurance, and Workers' Compensation Insurance for all employees.
5. Tuition Waiver/Tuition Assistance Policy

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A. The Board agrees to waive tuition for classes for any: eligible employee in accordance with policy in Appendix B-1. An employee's spouse, and dependent or unmarried children up to age 24, may also be eligible for tuition waivers, as described in the Summary of Employee Benefits Chart and the Tillamook Bay Community College Tuition Waiver/Tuition Assistance Policy in Appendix B-1. In circumstances when federal financial aid is provided in the form of grants, the federal financial aid grant funds shall be expended first. Additional tuition shall be waived in accordance with policy in Appendix B-1.

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Deleted: (3) dependent child under 21, or (4)

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Deleted: 24 not eligible for federal financial aid

B. Enrollment in a class by an employee shall not interfere with the employee's regular duties and responsibilities. When job-related courses require absence from work, supervisor approval is required.

C. Employees shall be granted a fifteen percent discount on all Tillamook Bay Community College Bookstore purchases. Employees may petition in writing to their supervisor for reimbursement of book cost and course fees if the course in which they are enrolled relates directly to their job duties. Petitions for reimbursement must be forwarded to and approved by the College President.

Deleted: eligible for a tuition waiver

D. Tuition, fees and admission charges for community non-reimbursable or agency classes and other College functions are not included in this policy statement. Exceptions may be petitioned in writing to the College President.

E. Courses which enhance employees' job performance or develop necessary job skills are considered staff and professional development. Subject to available funds, Tillamook Bay Community College will provide up to \$200 per semester hour tuition and fees reimbursement for each hour earned to a maximum of ten (10) credit hours annually and thirty (30) credits cumulative. Contracted faculty may petition the Chief Academic Officer, in writing, for assistance with tuition, fees, and related costs for courses, conferences, and training for staff and professional development. Application and approval for reimbursement must be made, in advance of enrollment, on the Tillamook Bay Community College Professional Development Application Form. Applications should be submitted by September 30, prior to the actual class, for preferred consideration.

Deleted: Subject to available budgeted funds, c

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501.6 - STUDENT GOVERNMENT AND HONOR SOCIETY OFFICERS

TBCC supports student leadership and values students developing their leadership skills through networking, outreach, promoting opportunities for all TBCC students. It is important to have as many students as possible develop their skills. To that end, a student may be an officer in only one of the student government and honor society organizations. A tuition/fees/books waiver for a credit or continuing education course may be granted on a per term basis to officers of the following College student organizations:

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

To qualify for a tuition/fees/books waiver, student officers of ASTBCC and PTK need to be actively participating in the administration, planning, and leadership of their respective organization for documented hours served during the previous term. Officers will be eligible to earn one tuition waiver per term on a prorated basis as follows, 20 hours = 2 credits, 30 hours = 3 credits, 40 hours = four credits. Officers are eligible for one tuition waiver per term. No waiver shall exceed the value of 4 credits. Hours qualifying for the waiver include acting as a liaison between students, faculty and administration, assisting in the coordination and implementation of a variety of student interest topics to contribute to the social and intellectual development of the student body, and representing the student body in committee meetings and college events.

Deleted: 50 hours = 5 credits.

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Each term, the staff advisor to each organization will identify qualified officers and the Director of Student Services or designee will approve the award. The total value of each officer's waiver each term shall not exceed the equivalent cost of four credits of tuition and the waiver shall be valid only for (1) tuition, (2) fees, or (3) books in priority order for TBCC courses purchased through the College Cashier.

Deleted: Dean of Instructional Services

Personnel

RECOMMENDATION

INFORMATION ONLY – NO ACTION REQUESTED.

BACKGROUND INFORMATION ----- Director Ryan

Position Title	Application Review Begins	Start Date	Comment	Screening Committee Chair	Appointment
Career Coach/ Pathways Specialist	April 12, 2013. Open Until filled	May-June			



Facilities

RECOMMENDATION

SECOND READING FOR THE TBCC NORTH PLAN FOR RENOVATION OF NEAH-KAH-NIE HIGH SCHOOL

BACKGROUND INFORMATION.....Director Ryan

- Report on Renovation Project at Neah-kah-nie High School
- Central Campus Report



MEMORANDUM

February 11, 2013

To: Paul Erlebach and Connie Green
From: Gregg Stewart

Subject: **Proposed Schedule**
Project: **TBCC/Neah-Kah-Nie High School**

Assumptions

Begin design March 4, 2013

The project will be publicly bid

Scope of work is defined by March 4, 2013

March 4 – 29 Schematic Design/Design Development

April 1- 30 Contract Documents

May 1 – Submit for permit (90% CD)

May 10 100% Contract Documents

May 10 Advertise for Bid

May 15- June 5 Bidding

June 5-June 12 Negotiations

June 12 – Aug 23 Construction

Aug 26 – Aug 30 Owner move in

201245.00

E003



TBCC North

RECOMMENDATION

APPROVAL OF THE TBCC NORTH INTERGOVERNMENTAL AGREEMENT WITH THE NEAH-KAH-NIE
SCHOOL DISTRICT

BACKGROUND INFORMATION----- President Green

The College and Neah-Kah-Nie School District have been actively engaged in creating a shared post- secondary learning space for North County residents. The update on the plans for renovation of Neah-Kah-Nie High School for this shared space was shared in the workshop section of the Board meeting. The following Intergovernmental Agreement has been reviewed by all parties and is ready for the Board's approval. Chair Wakefield and Vice Chair Lincoln, Executive Director Carnahan and President Green have reviewed the agreement and recommend it for Board approval.

INTERGOVERNMENT AGREEMENT
April 1, 2013

As defined in Oregon Revised Statutes 190.003 to 190.130, this Intergovernmental Agreement is made and entered into this 1st day of April, 2013 by and between Neah-Kah-Nie School District #56 acting by and through the Neah-Kah-Nie 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; and

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 and opportunities through distance education; and

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; and

WITNESSETH

Now therefore, it is hereby 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. Scope of Work

- 1.1 TBCC will consult with an architect and shall provide a plan and cost analysis of the proposed project in cooperation with the DISTRICT.
- 1.2 It is understood that the DISTRICT shall provide adequate parking for TBCC's projected use of the premises.
- 1.3 Based on the above analysis, in the event that the remodel project, including technological equipment, is estimated to cost in excess of \$450,000, then TBCC shall have the option to terminate this agreement unless the DISTRICT, in its discretion, shall agree to cover such additional cost.
- 1.4 During the period of planning and construction, for the project, DISTRICT agrees to subrogate all planning and construction functions to TBCC that are otherwise vested by law in the DISTRICT.

- 1.5 DISTRICT shall create the final design element and scheduling for the completion of the project.
- 1.6 DISTRICT shall make its recommendation to TBCC, in respect to the final technological equipment and classroom furniture for the renovated space within the budget determined by the parties.
- 1.7 TBCC shall have final approval of the DISTRICT's final design plan for the classrooms, technology, and equipment to determine that the same shall also fit the needs of TBCC.
- 1.8 In conjunction with this agreement, and upon completion of construction, DISTRICT agrees to provide TBCC with a 30 (thirty) year use agreement for the renovated improvements, and technological equipment, as set forth in Exhibit A, attached hereto.
- 1.9 It is understood that the improvements, and use agreement, will encompass approximately 3600 square feet of instructional space in the existing high school building together with non-exclusive access to parking spaces located on site.
- 1.10 Commensurate with the execution of this Intergovernmental Agreement and the Use Agreement, TBCC will initiate the remodeling project.

SECTION 2. EQUIPMENT REQUESTS FOR PROPOSALS BY TBCC

- 2.1 The contract for the remodel project will be awarded by TBCC to a single contractor to complete all the work described by the scope of the project.
- 2.2 Pursuant to ORS 279 C. 400 through 279 C. 414 TBCC agrees to use a competitive request for proposal process in selecting the contract proposal. The selection will be made based on specific criteria required to select a contractor that has the appropriate project experience for remodeling a portion of the High School to include technology and science laboratories.
- 2.3 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
- 2.4 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.

SECTION 3. CONSTRUCTION

Agenda item 7.E

April 1, 2013

- 3.1 TBCC shall be responsible to, undertake and control all aspects of the remodeling construction of the building except as provided in 3.4 and 3.5 herein below.
- 3.2 The improvement will include the remodeling of approximately 3,600 square feet to include classrooms numbered 155, 156, 157, 159, storeroom 158 and generally hallway 141.
- 3.3 The improvement will include computers and technological equipment compatible with the local infrastructure to deliver and receive distant learning.
- 3.4 TBCC shall consult with DISTRICT representatives in developing the plans and construction, but TBCC shall have the final authority.
- 3.5 The District shall consult with TBCC to create the technology plan, identify technology equipment and classroom equipment for the renovated space. The equipment, and its installation will be part of the overall cost of the project, to be borne by TBCC.

SECTION 4. USE AGREEMENT

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

SECTION 5. INSURANCE

- 5.1 Each party agrees to maintain Liability insurance sufficient to meet the limits set forth in by ORS 30.271 and ORS 30.272 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 immediately upon its execution by the parties

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 Section 9 of this Agreement.

SECTION 9. TERMINATION

- 9.1 This agreement may be terminated at any time by the mutual consent and agreement of the parties in writing.
- 9.2 This Agreement may be terminated by the non-defaulting party if any party materially breaches any duty, term or condition of this Agreement. To be characterized as a material default, the party who believes that a default has occurred shall give the other party notice specifying the nature of the default and providing the other party 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, if the cure is not effected.
- 9.3 This Agreement may be terminated if either party is determined to have committed fraud or material misrepresentation against the other party. A party shall exercise this right of termination by notifying the other party in writing of its termination hereunder. The notice shall specify 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 Use Agreement as set forth in section 1 of Exhibit A of the use agreement.

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 provided 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.

April 1, 2013

- 10.6 Integration. This Agreement supersedes all prior oral or written Agreements between DISTRICT and TBCC 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 this ____ day of _____ 2013.

Tillamook Bay Community College

Dated this ____ day of _____ 2013.

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

Craig Wakefield, Board Chair
4301 Third St., Tillamook, OR 97141
(503) 842-8222

Neah-Kah-Nie School District #56

Dated this ____ day of _____ 2013.

Paul Erlebach, Superintendent
PO Box 28, Rockaway Beach, OR 97136
(503) 355-2222,

Pat Ryan, Board Chair
PO Box 28, Rockaway Beach, OR 97136
(503) 355-2222

**EXHIBIT A
USE AGREEMENT**

This Use Agreement, dated _____, 2013 is made by and between Neah-Kah-Nie School District #56 ("DISTRICT") and Tillamook Bay Community College ("TBCC").

Contact persons for the parties, chargeable 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:
Neah-Kah-Nie School District

Attn: Paul Erlebach
PO Box 28
Rockaway Beach, OR 97136
(503) 355-2222; Fax: (503) 355-3434

RECITALS:

- A. TBCC provides educational services to residents living in North Tillamook County.
- B. TBCC and DISTRICT believe that it is mutually advantageous for TBCC to provide services in North County at the high school facilities located on DISTRICT property.
- C. This Use Agreement memorializes the intentions of both parties to achieve co-located operations. This Agreement requires TBCC to provide initial funding for the remodeling and initial equipment costs of the Premises in exchange for use for a period of 30 years. TBCC retains the right to continue this Use Agreement when expired for an 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.

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 Use Agreement shall commence ten (10) days following the Substantial Completion Date of the remodeling Project, and shall continue for a period of thirty (30) years. TBCC retains the right to continue this Use Agreement when expired 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 use of the remodeled portion of 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 Use Agreement at any time.
3. **Use of Premises.**
 - (a) The Premises subject to this Use Agreement will be approximately 3600 square feet of instructional, computer and technology laboratory space including equipment, consisting of classrooms numbered 155, 156, 157, 159, storeroom 158 and hallway 141, together with access to approximately 30 parking spaces at the High School.
 - (b) 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.
 - (c) 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.

- (d) 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.
 - (e) 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.
 - (f) TBCC and the DISTRICT will annually between February and June, during each subsequent year, establish a shared use schedule for the next school year. This schedule can be modified throughout the year with the agreement of the DISTRICT and TBCC President.
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 High School.
5. **DISTRICT's Covenants.**
- (a) DISTRICT covenants that it has the right and authority to enter into this Use Agreement; that use 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 Use Agreement, TBCC may enjoy the rights granted by this Agreement free from rightful interference by any third party.
 - (b) DISTRICT acknowledges 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 Use

Agreement.

7. **Improvements and Alterations.** Without the consent of the DISTRICT TBCC will not place fixtures, partitions, personal property, and the like in the Premises and will not make improvements or alterations to the Premises. TBCC will retain ownership of personal property and equipment placed in the Premises by TBCC personal property and equipment replaced by DISTRICT shall be owned by the DISTRICT. Upon expiration of the Use Agreement, or a sooner termination, TBCC may remove it's personal property and equipment from 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.
8. **Maintenance and Repair of Premises.** The District shall maintain, repair and replace the Premises, equipment and technology as necessary to keep it in good order, condition, and repair throughout the entire term of the Use Agreement. Maintenance and repair including technology may also be shared by TBCC with the DISTRICT by advance agreement based on the percentage of shared use of the building. Repair of damage caused by DISTRICT use is the DISTRICT'S responsibility. Repair and damage caused by TBCC's use is TCBB's responsibility.
9. **Services and Utilities.** TBCC shall pay its proportionate share for services including custodial and utilities shared with the DISTRICT to be negotiated annually, based on the percentage of shared use of the building after general use hours of the high school.
10. **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.
11. **Insurance.**
 - (a) DISTRICT shall keep in full force and affect 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 improvements and technology
 - (b) TBCC, at TBCC's sole cost and expense, shall keep in full force and affect a policy of General Liability or similar insurance providing bodily injury and property damage coverage with respect to the use of the Premises by TBCC. 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 Personal Property, including furniture, fixtures, equipment, and computers

12. **Default.** Neither Party shall be in default under this Use Agreement 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 non-defaulting party may terminate this Use Agreement 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 of ten percent (10%) on the judgment amount.

13. **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.

14. **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.

15. **Option to Terminate Use Agreement.** The DISTRICT may, terminate this Use Agreement on the condition that it reimburse TBCC for the prorated value of TBCC's Capital Investment to remodel and equip the Premises that is the subject of this Use Agreement. The amount 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 the termination. The option to terminate the Use

Agreement shall be exercised by the DISTRICT notifying TBCC, in writing, of its intent to terminate the Use Agreement and to reimburse TBCC's expense as calculated herein above. The notice must be provided no less than 180 days prior to its exercise.

16. **No Presumption Against Drafter.** The parties understand, agree and acknowledge that:
 - (a) this Use Agreement 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 Use Agreement 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 Use Agreement or any portion thereof.
17. **Attorney Fees.** If any suit, action arbitration or other proceeding shall be instituted to enforce 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, in addition to costs and disbursements allowed by law, such sum as the arbitrator trial court or 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.
18. **Access by TBCC.** TBCC and its agents shall have the right to enter and examine the remodeled portion of the Premises at all reasonable times within 30 days of termination or expiration of the Use Agreement.
19. **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.
20. **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.
21. **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.
22. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
23. **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, and their successors in interest any right or remedy of any nature whatsoever:
24. **Expenses.** Each party shall bear its own expenses in connection with this Agreement and the transactions contemplated by this Agreement.

25. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
26. **Merger.** This Use Agreement constitutes the entire Use Agreement between the parties and successors in interest of the parties. No waiver, consent, modification or change of terms of this Use 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 Use Agreement. The parties, by the signature below of their respective authorized representatives, hereby acknowledge that each has read this Use Agreement, understands it, and agrees to be bound by its terms and conditions.

This Use Agreement shall become effective and binding upon the parties upon its execution.

The parties have executed this Use Agreement this ____ day of _____, 2013.

Tillamook Bay Community College

Neah-Kah-Nie School District #56

By: _____

By: _____

Its: **President**

Its: **Superintendent**

Announcements and General Information

RECOMMENDATION

INFORMATION ONLY – NO ACTION REQUESTED.

BACKGROUND INFORMATION----- President Green

The college budget committee will meet on April 15 at 6:00pm.

There will an all-day staff in-service on April 16 and the college will be closed.

I will be out of town May 13 through May 30. Please contact Kyra if you have questions.

Reserve June 14 for TBCC Commencement. Commissioner Cam Preus will be the graduation speaker.



Invitation of Public Comment

RECOMMENDATION

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.

BACKGROUND INFORMATION----- Chair Wakefield



Board Member Discussion Items

RECOMMENDATION

BACKGROUND INFORMATION----- Chair Wakefield



Adjournment

RECOMMENDATION

MOTION TO ADJOURN THE MEETING.

BACKGROUND INFORMATION----- Chair Wakefield

