



CENTRAL OREGON  
COMMUNITY COLLEGE  
Board of Directors' Meeting – AGENDA  
Wednesday, January 13, 2010 – 6:00 PM  
Christiansen Board Room, Boyle Education

TIME**	ITEM	ENC.*	ACTION	PRESENTER
6:00 pm	Executive Session: ORS 192.660(1)(f) – Exempt Public Records ORS 192.660 (1)(e) – Real Property Transactions			
6:45 pm	I. Call to Order			Garrett
6:45 pm	II. Introduction of Guests			Garrett
6:50 pm	III. Agenda Changes			
6:50 pm	IV. Public Hearing and Testimony			
	A.			
6:55 pm	V. Reports			
	A. Auditor's Report	5.a		Kerkoch, Katter <sup>P</sup> & Nelson
	B. Revenue and Expenditure Forecast	5.b*		Dona <sup>P</sup>
7:25 pm	VI. Consent Agenda***			
	A. Minutes			
	1. Regular Meeting-December 9, 2009	6.a1	X	Smith
	B. Personnel			
	1. New Hire Report (December 2009)	6.b1	X	Buckles <sup>A</sup>
7:25 pm	VII. Information Items			
	A. Financial Statements	7.a*		Bloyer <sup>A</sup>
	B. Forestry Accreditation	7.b		Glenn <sup>P</sup>
	C. Mileage Reimbursement - Rate Change	7.c		Bloyer <sup>A</sup>
	D. Season of Non-Violence	7.d		Moore <sup>P</sup>
	E. Veterans Tuition Policy/HB 2517	7.e		Moore <sup>P</sup>
	F. EL 4, Financial Condition	7.f		Bloyer <sup>A</sup>
	1. Financial Certification-Finance Dept.	7.f1		
	2. Financial Certification-President	7.f2		
	G. Budget Calendar and Parameters 2010-2011	7.g		Dona <sup>A</sup>
7:50 pm	VIII. Old Business			
	A. Culinary Institute	8.a	X	Middleton <sup>P</sup>
	B. Campus Village Development Agreement	8.b*	X	McCoy <sup>P</sup>
8:10 pm	IX. New Business			
	A. <u>Adjourn</u> as COCC Board of Directors			
	B. <u>Convene</u> as Local Public Contract Review Board			
	1. Opportunity for Public Testimony on Changes to COCC Purchasing Procedures			
	2. Background Summary of Recommended Changes to CCRP	9.b2		
	1. Proposed Changes to the CCRP Rules of Procurement	9.b2(1)		

- |         |       |   |      |   |           |                          |
|---------|-------|---|------|---|-----------|--------------------------|
|         |       | 3. Consider Changes to COCC Purchasing Procedures   | 9.b3 | X | Mosier    | <input type="checkbox"/> |
|         |       | C. <u>Adjourn</u> as Local Public Contract Review Board   |      |   |           |                          |
|         |       | D. <u>Convene</u> as COCC Board of Directors  |      |   |           |                          |
|         |       | E. Amendment to President's Contract  | 9.e* | X |           |                          |
| 8:25 pm | X.    | Board of Directors' Operations  |      |   | Garrett   |                          |
|         |       | A. Board Member Activities  |      |   |           |                          |
| 8:40 pm | XI.   | President's Report  |      |   | Middleton | <input type="checkbox"/> |
|         |       | A. Updates  |      |   |           |                          |
|         | XII.  | Dates   |      |   |           |                          |
|         |       | A. Wednesday, February 10 -Board of Directors' Meeting, Christiansen Board Rm   |      |   |           |                          |
|         |       | B. Friday, March 5 - COCC Foundation's "Taste of the Town   |      |   |           |                          |
|         |       | Saturday, March 6 – COCC Foundation's "Meal of the Year"  |      |   |           |                          |
|         |       | Location: Mazama Gymnasium  |      |   |           |                          |
|         |       | <a href="http://foundation.cocc.edu/Events/Meal+of+the+Year/Default.aspx">http://foundation.cocc.edu/Events/Meal+of+the+Year/Default.aspx</a> |      |   |           |                          |
| 8:55 pm | XIII. | Adjourn   |      |   |           |                          |

\* Material to be distributed at the meeting (as necessary).

\*\* **Times** listed on the agenda are approximate to assist the Chair of the Board.

\*\*\* Confirmation of Consent Agenda items submitted by the President. Any item may be moved from the Consent Agenda to Old/New Business by a Board Member asking the Chair to consider the item separately.

= indicates a Presentation will be provided. **A** = indicates the presenter is Available for background information if requested.



CENTRAL OREGON COMMUNITY COLLEGE  
Board of Directors' Meeting – MINUTES  
Wednesday, December 9, 2009 – 6:00 PM  
Christensen Board Room, Boyle Education Center

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PRESENT: Dr. Joyce Garrett, Connie Lee, Charley Miller, David Ford, John Overbay, Donald Reeder, Ed Fitch-Board Attorney, Dr. James Middleton-President, Julie Smith-Board Executive Assistant

ABSENT: Anthony Dorsch

INTRODUCTION OF GUESTS: Kathy Walsh, Matt McCoy, Ron Paradis, Kevin Kimball, David Dona, Dan Cecchini, Alicia Moore, Gene Zinkgraf, Diana Glenn, Carol Moorehead, Eric Buckles, Mary Jeanne Kuhar, Lisa Bloyer, Jim Weaver, Julie Downing-Faculty Forum President Elect, Joe Viola, Terry Link-Student Government, Bill Smith-William Smith Properties, Ron Hand-W&H Pacific, Peter Baer-Pinnacle Architecture, Mark Stoller-YGH Architects, Lester Friedman-Budget Committee member, Sheila Miller-The Bulletin

AGENDA CHANGES: Move up on Agenda after Consent Agenda:  
New Business: William Smith Properties, Inc.-Exhibit: 8.b and  
Old Business: Culinary Institute and related site plan Exhibit: 7.g.

PUBLIC HEARING AND TESTIMONY: None.

CONSENT AGENDA:

Mr. John Overbay moved to approve the Consent Agenda (Exhibits: 5.a-1-3). Mr. David Ford seconded. MCU. Approved. M12/09:1

BE IT RESOLVED that the Board of Directors' reviewed and approved the Regular Meeting Minutes of November 18, 2009 (Exhibits: 5.a2);

BE IT RESOLVED that the Board of Directors' reviewed and approved the New Hire Report for November 2009 (Exhibit: 5.b1).

NEW BUSINESS:

B. COCC/William Smith Properties, Inc. – Development Agreement – Exhibit: 8.b. & 8.b1  
Mr. Matt McCoy-Vice President for Administration presented a PowerPoint presentation summarizing COCC's working agreement with William Smith Properties, Inc. (WSPI) as the Master Developer of the Campus Village and nearby properties. He reviewed that COCC obtained a zone change and special planned area designation, for the Awbrey Butte Campus including property designated as the "Campus Village". The Campus Village consists of approximately 40 acres east of Mt. Washington Drive and north of Shevlin Park Road.

Two other COCC owned properties are the southeast and southwest corners of the intersection at Mt. Washington Drive and Shevlin Park Road. Mr. McCoy explained that the objectives are to develop the three properties into the:

- Campus Village Area (NE corner of the intersection);
- Multi-family Development (SE corner of intersection); and
- Mixed commercial and single-family dwelling (SE corner of intersection).

Revenue Sharing includes;

- Net revenue shared 50/50;
- Incentive for both parties;
- Long term revenue for the College; and
- Future dividends on investments made today.

Mr. McCoy went on to say that this is a unique true partnership with William Smith Properties, Inc., with the commitment to create a long term legacy for the College and community.

Mr. William "Bill" Smith of William Smith Properties, Inc. (WSPI) commented that "we want people coming to the Campus Village and nearby properties, to know that "they've arrived". Mr. Smith further stated that the Campus Village development will compliment the COCC programs and provide employment and other opportunities for the College students, staff and surrounding neighbors.

President Middleton added that "this plan will benefit future college boards, the college and the community for decades to come".

#### OLD BUSINESS:

##### G. Culinary Institute and related site plan (Exhibit: 7.g)

President Middleton and Diana Glenn-Instructional Dean gave a PowerPoint presentation highlighting the Culinary Center design and site plan.

Targeted Outcomes:

- Support a program of distinction
- Provide flexible long-term evolution and expansion of curriculum and enrollment
- Establish a flexible restaurant to host the community and provide learning labs for students
- Create model demonstration areas for program instruction and non-credit culinary teaching
- Create the "cornerstone" of a new "special place in Bend" – the mixed-use Campus Village
- New Curriculum would include a degree with options in Baking and Pastry, Culinary Arts, and Sports and Nutrition.

President Middleton reviewed the building site location and the building architectural renderings. He noted that the COCC Foundation's "Culinary Campaign" has met its target of \$3 million for the Culinary Institute Building Project. These funds will cover 70% of the building costs and approximately 50% of the entire building project.

#### INFORMATION ITEMS:

##### Financial Statements – (Exhibit: 6.a)

The Board of Directors' were apprised of the November 2009 Financial Statements.

##### CTE Enrollment Update (Allied Health) (Handout: 6.b)

Dr. Mary Jeanne Kuhar-Instructional Dean reviewed the Career and Technical Education (CTE) program growth, highlighting the Pharmacy Technician Program - start date of January 2010. She reported that approval of the program by the State and Federal Government provides for financial

aid to qualified students. This unique program will reach students district wide with online instruction.

Dean Kuhar reported that the nursing, medical assisting, dental assisting; aviation, automotive and criminal justice all have had significant program increases.

OLD BUSINESS:

SUPPLEMENTAL BUDGET HEARING:

Supplemental Budget (Exhibit: 7.b1)

Mr. Kevin Kimball-Chief Financial Officer reviewed that with the college's unprecedented enrollment growth, budget adjustments are required. He noted that a Supplemental Budget is required (by law) to pay additional expenditures and spend additional revenue.

Mr. Donald Reeder moved to approve the Central Oregon Community College District proposed Supplemental Budget for fiscal year 2009-10 for the General, Financial Aid and Enterprise Funds. Mr. Charley Miller seconded. MCU. Approved. M12/09:2

Canvass of Votes (Exhibit: 7.e)

Mr. Ron Paradis-Director of College Relations, presented the Canvass of Votes noting that the COCC Bond Measure placed on the November 2009 ballot that was presented to voters, passed, with 26,913 votes in favor and 23,015 opposed.

Mr. Charley Miller moved to approve the November 3, 2009 election canvass of votes. Mr. John Overbay seconded. MCU. Approved. M12/09:3

Budget Committee Appointments (Exhibit: 7.f)

Mr. Donald Reeder moved to approve the budget committee appointments of Joe Krenowicz, Zone I and Gayle McConnell , Zone 4. Mr. David Ford seconded. MCU. Approved. M12/09:4

2009-2011 Board Priorities (Exhibit: 7.h & 7.h Attachment)

President Middleton reviewed that as part of the Board of Directors' policy development and leadership responsibilities, Board Priorities were identified for 2007-09. These priorities have been updated and augmented in proposed priorities for 2009-11.

Mr. David Ford moved to approve the proposed Board Priorities for 2009-11. Ms. Connie Lee seconded. MCU. Approved. M12/09:5

Core Themes for 2010-12 Accreditation Cycle (Exhibit: 7.i)

Dr. Kathy Walsh-Vice President for Instruction reviewed that the NWCCU (Northwest Commission of Colleges and Universities) is adopting new standards for institutional self studies. The first step in this new process is the Board's adoption of the listed "core themes" consistent with the mission and vision:

- Transfer and articulation
- Basic skills
- Lifelong learning
- Workforce development.

Mr. Donald Reeder moved to approve the adoption of Core Themes for the 2010-2012 Accreditation Cycle. Mr. David Ford seconded. MCU. Approved. M12/09:6

**BOARD OF DIRECTORS' OPERATIONS:**

Board Member Activities

Ms. Lee            Attended Board Retreat on December 5  
Met w/candidates for the Budget Committee

Mr. Overbay      Attended Board Retreat on December 5  
Attended Planning Commission Mtg.

Mr. Ford            Attended College Affairs Committee Mtg.  
Phone Call w/Ron Paradis re: Budget Committee candidates  
Real Estate Committee Mtg.  
Attended Board Retreat on December 5

Mr. Miller         Meeting w/President Middleton  
Meeting w/Matt McCoy and Ed Fitch re: Campus Center  
Attended Board Retreat on December 5

Mr. Reeder        Attend Board Retreat on December 5  
Real Estate Committee Mtg. – Conference Call  
Attended two meetings in Madras re: Oregon Open Campus  
Attended Madras Kiwanis and Madras Rotary  
Re: Bond Measure Passage – Next Steps

Dr. Garrett        Tutor at the COCC Writing Center  
Attended Board Retreat on December 5  
Attend Campus Center “Grand Opening”  
Met w/President Middleton – Agenda Planning for Board Meeting and Retreat  
Met w/constituency re: Bond Measure Passage – next steps  
Attended 1 meeting re: Open Campus  
Attended 2 meetings re: Open Campus Facilities

**PRESIDENT'S REPORT:**

President Middleton gave updates on the year in review:

- Redmond Technology Center
- Health and Science Center 2 Phase strategy  
Health Bldg. in 2011  
Science in 2012

- Enrollment increases continue to soar with Winter Term “wait lists”  
Three year increase of over 80%
- Restructure of Summer Term
- Job Fair – approximately 150 people attend interested in part time faculty positions
- Bond Measure Passage
- Opening of New Campus Center Bldg.
- COCC Foundation completed its Culinary Campaign
- Partnership with William Smith Properties, Inc.
- Outcomes Assessment and Accreditation
- Maintained fiscal stability during extraordinary tough economic times
- Incredible Staff contribution to all areas of the college.

ADJOURN: 9:25 PM

APPROVED;

ATTEST TO;

\_\_\_\_\_  
Dr. Joyce Lynn Garrett-Board Chair

\_\_\_\_\_  
Dr. James E. Middleton, President

Exhibit: 6.b1  
January 13, 2010  
Approve: \_\_\_ Yes \_\_\_ No  
Motion: \_\_\_\_\_

**Central Oregon Community College**  
**Board of Directors**

**NEW HIRE REPORT – December 2009**

<b><u>Name</u></b>	<b><u>Date Hired</u></b>	<b><u>Job Title</u></b>
<b>Classified Full-Time</b>		
Allison, Brian	12/14/2009	Tech. Support Specialist 3
<b>Temporary Hourly</b>		
Hassey, Patricia	12/01/2009	Office Specialist
Schroeder, Carolyn	12/01/2009	Administrative Assistant



**CENTRAL OREGON COMMUNITY COLLEGE  
BOARD OF DIRECTORS**

**INFORMATION ITEM**

**Prepared by: Diana Glenn, Instructional Dean**

**A. Issue**

Society of American Foresters (SAF) accreditation of the COCC Forest Resources program.

**B. Discussion/History**

COCC was one of the first three community colleges in the United States accredited by the Society of American Foresters. This is the first year the Society has accredited community colleges using the same criteria as university programs.

As a result of the accreditation visit, Michael Fisher, Chair of Natural Resources, has been asked by the Society to be on the Committee on Forest Technology School Accreditation to review and implement standards.



Received

DEC 28 2009

December 16, 2009

Vice President  
For Instruction

**CONFIDENTIAL**

Kathy Walsh  
VP for Instruction  
Central Oregon Community College  
2600 NW College Way  
Bend, OR 97701

Dear Dr. Walsh:

I am pleased to inform you that the Society of American Foresters (SAF) grants initial accreditation to the Forest Resources program leading to Associate of Applied Science degree through December 31, 2019. I have enclosed a copy of the Committee on Forest Technology School Accreditation's Summary Findings and Action.

The Society appreciates Central Oregon Community College's dedication to excellence in forest technology education and its support for SAF accreditation of educational programs in forest technology. The Society's goal is to maintain a responsive accreditation process; therefore, I encourage you to make any suggestions that may help to keep accreditation an effective tool for assessing and improving the quality of forest technology education.

Should you have any comments or questions, please direct them to Mr. Terry Clark, CF, Director, Science and Education. He may be reached at (301) 897-8720 extension 123 or by email at [clarkt@safnet.org](mailto:clarkt@safnet.org).

Sincerely,

Michael T. Goergen, Jr.  
Executive Vice-President and CEO

Enclosure: Committee on Forest Technology School Accreditation Summary Findings and Action

cc: Michael P. Fisher



**CENTRAL OREGON COMMUNITY COLLEGE  
BOARD OF DIRECTORS**

**INFORMATION ITEM**

**Prepared by:** Lisa Bloyer, Director of Accounting

**A. Issue**

Mileage Reimbursement Rate Change

**B. Discussion/History**

This information item is provided to comply with the requirement in General Business Procedures B-2-6.1(1), to annually notify the board of the mileage reimbursement rate.

Effective January 1, 2010, the federal mileage reimbursement rate decreased from 55 cents to 50 cents per mile. It is the College's practice to adjust its mileage reimbursement rate whenever there is a change in the federal rate.

In accordance with General Business Procedure B-2-6, the College reduced its **mileage reimbursement rate on January 1, 2010 to 50 cents per mile** to coincide with the federal rate change.

**CENTRAL OREGON COMMUNITY COLLEGE  
BOARD OF DIRECTORS**

**INFORMATION ITEM**

**Prepared by:** Alicia Moore, Dean of Student & Enrollment Services  
Karen Roth, Diversity Coordinator

A Season for Nonviolence, January 30 - April 4, is a national educational, media, and grassroots campaign dedicated to demonstrating that nonviolence is a powerful way to heal, transform, and empower our lives and our communities. Inspired by the 50th and 30th memorial anniversaries of the deaths of Mahatma Gandhi (killed on January 30, 1948) and Dr. Martin Luther King, Jr. (killed on April 4, 1968), this international event honors their vision for an empowered, nonviolent world. A Season for Nonviolence was co-founded by Arun and Sunanda Gandhi of the M.K. Gandhi Institute for Nonviolence. Expanding on this good work, colleges and universities throughout the country celebrate the Season of Non-Violence by bringing together community partners to educate and empower communities on how to use non-violent methods to create a more peaceful world.

COCC's Diversity Committee, with the assistance of many campus and community partners, are sponsoring the second annual "Season of Non-Violence" during the months of January, February and March 2010. During this time frame, the campus and community have the opportunity to not only celebrate Dr. King's and Mahatma Gandhi's legacy, but also that of César Chávez (born March 31) and the many other leaders, both large and small. Many thanks to COCC's Native American Program, the Barber Campus Library, Nancy R. Chandler Visiting Scholar Program, the Human Dignity Coalition, Deschutes County Library, the Oregon Council for the Humanities, Latino Community Association, Central Oregon Jobs with Justice and the Central Oregon Volunteer Center for their assistance in developing this rich schedule of events:

***Day of Service***

*Monday, January 18*

Interested students and staff will have the opportunity to participate in a variety of service projects throughout the Central Oregon community. Contact Karen Roth for more details on volunteer opportunities, 383-7412 or kroth1@cocc.edu .

***Borderless: Migration, Globalization and Changing Communities***

***A Moderated Discussion with Elliot Young***

*Tuesday, January 19, 6:30 pm, Wille Hall, Campus Center*

Elliot Young, Chair of the History Department and the Ethnic Studies Department at Lewis and Clark College, examines the relationship between migration and globalization, and their effects on Oregon communities. Offered in partnership with the Oregon Council for the Humanities Conversation Project.

***Native America, Discovered and Conquered: Thomas Jefferson, Lewis and Clark, and Manifest Destiny***

*Thursday, January 21, 4 – 6 pm, Wille Hall, Campus Center*

Robert Miller, professor at Lewis & Clark Law School and the Chief Justice of the Court of Appeals of the Grand Ronde Tribe, will analyze the Doctrine of Discovery and how Thomas Jefferson and the Lewis and Clark expedition used that international law to create Manifest Destiny – the idea that the United States would sweep across North America.

***“Not Until You Know My Story”***

*Thursday, January 28, 6:30 – 8:30 pm, Hitchcock Auditorium (open to campus and community)*

*Friday, January 29, 8 – 10 am, Hitchcock Auditorium (for campus staff and faculty only)*

“Not Until You Know My Story” is a series of 14 different plays which focus on a variety of social justice issues that might play out in the typical work place. Guaranteed to enlighten and entertain, these thought-provoking plays and follow up discussions are a “don’t miss” opportunity!

***“Papers”: Film and Panel Discussion***

*Wednesday, February 3, 4 – 6:00 pm, Hitchcock Auditorium*

*Thursday, February 4, 5:30 – 7:30 pm, Brooks Room of the Deschutes County Library in Bend*

Approximately 2 million undocumented children were born outside of the U.S. and raised in this country. These young people are educated in American schools, hold American values and know only the U.S. as home, yet they risk deportation to countries they may not even remember. Of these 2 million children, more than 65,000 graduate from high school each year and without “papers”, the door to their future slams shut: it is against the law to work or drive; it is difficult, if not impossible in some states, to attend college; and there is no path to citizenship. “Papers” is the story of our country’s undocumented youth and their daily challenges. A panel discussion featuring local activists and high school students will follow the film. This event is co-sponsored by the Latino Community Association, Jobs With Justice, and Human Dignity Coalition.

***Building Peace in Afghanistan and Pakistan One School at a Time: Three Cups of Tea***

*An Evening with Greg Mortenson, Author of Three Cups of Tea*

*Thursday, February 11, 7pm, Bend High School*

\$30 premium; \$20 general; \$150 reception & premium ticket. Tickets go on sale January 14 at COCC Box Office, Camalli Book Company, and Paulina Springs Bookstores, or by calling 383-7575. Limited number of free and discounted tickets for COCC and OSU Cascades students.

*Three Cups of Tea Campus Reads Book Discussions*

*January 27, noon – 1pm, Oregon Room, 2<sup>nd</sup> Floor, Barber Library*

*February 18, 4 – 5 pm, Oregon Room, 2<sup>nd</sup> Floor, Barber Library*

*Three Cups of Tea Presentations*

*Pakistan – From Independence to Insurgency*

*Presented by Arthur Lezin, February 2, 4 – 5 pm, Oregon Room, 2<sup>nd</sup> Floor, Barber Library*

*So What’s Going On Over There? Events in Troubled South Asia*

*Presented by Irv Nygren, February 10, noon – 1 pm, Oregon Room, 2<sup>nd</sup> Floor, Barber Library*

*Pennies for Peace Campaign*

Add your pennies to jars around campus and the community and help build a school in Central Asia! Now through February.

***For the Next 7 Generations: 13 Indigenous Grandmothers Weaving a World That Works ~ Film and Discussion***

*Wednesday, February 17, 4 – 6:00 pm, Hitchcock Auditorium*

In 2004, thirteen Indigenous Grandmothers from all four corners of the world, moved by their concern for our planet, came together at a historic gathering, where they decided to form an alliance: The International Council of Thirteen Indigenous Grandmothers. Facing a world in crisis, they share with us their visions of healing and a call for change now, before it's too late. This is their story.

***A Conversation with Reyna Grande, author of Across a Hundred Mountains and Dancing with Butterflies***

***Featured with the Folklore Latino Dance Troupe***

*Tuesday, February 23, 4 – 6 pm, Wille Hall, Campus Center*

Winner of the American Book Award of 2007, COCC is pleased to present an evening with Reyna Grande. The first person in her family to attend college, Ms. Grande's work provides an author's perspective on immigration, Mexican folklorico dance, and the bonds of family and community.

***Peacemaking through Compassionate Communication ~ Back by popular demand!***

*Friday, February 26, 10 am – 3 pm, Campus Center, 116*

Create more peace in yourself, your family and your community by learning some basic tools that will support you in speaking and listening compassionately. Compassion creates peace and connection while some of our habitual ways of speaking through judgment and criticism create disconnection and violent thinking. Presented by Bryn Hazell and Carol Delmonico, Peace Center of Central Oregon. The workshop is free, but reservations are required. To reserve your space, contact Karen Roth, Diversity Coordinator, COCC, 383-7412 or kroth1@cocc.edu.

***A Force More Powerful: Poland, We've Caught God by the Arm ~ Film and Discussion***

*Wednesday, March 3, 4 – 5:30 pm, Hitchcock Auditorium*

In August 1980, workers at the Lenin Shipyard in Gdansk, Poland, went on strike. For decades Poland's trade unions have been controlled by the ruling Communist Party and have done little to protect workers from mistreatment or to bargain for higher pay. Now the shipyard workers, led by Lech Walesa, demand the right to form their own independent unions, free of communist control.

***"Introduction to Leadership" Class: Season of Community Service***

COCC's student leaders from student government, the residence hall, student newspaper and the Multicultural Center participate in a one-credit "Introduction to Leadership" course each fall. As part of the course, students are required to use the knowledge they gained and organize a community service project. This year's team chose to organize a benefit concert, perhaps similar to a Battle of the Bands, to raise funds for a local charity.

**Central Oregon Community College  
Board of Directors**

**INFORMATION ITEM**

Prepared by: Alicia Moore, Dean of Student & Enrollment Services

In an effort to ease the transition to civilian life, the 2009 Oregon Legislature enacted HB 2571. This bill requires that Oregon public universities and community colleges charge out-of-state Veteran students tuition and fees no greater than the resident rate plus 50 percent of the difference between the resident rate and non-resident rate. The bill also contains the following provisions:

1. If a student receives federal Veteran tuition benefits in excess of the tuition and fees charged, the student will pay the full tuition and fees assessed;
2. Distance education and self-support courses can be charged at full tuition and fees;
3. If a non-resident Veteran student is receiving federal vocational rehabilitation benefits (aka, "Chapter 31" students), that student shall pay the full nonresident tuition and fees assessed.

This legislation is more complicated to enact for Central Oregon Community College due to our unique residency policy. Therefore, while College staff will bring a recommendation to the February Board of Directors meeting, the following information may be helpful in understanding the impact of this legislation and the staff recommendation.

COCC's Residency Policy

COCC current has three residency classifications, which affect the tuition charged to students: in-district, out-of-district (lives in Oregon, but outside of the COCC College District); and out-of-state/international (per Oregon Administrative Rules, students from the border states of Washington, Idaho, Nevada and California are charged the out-of-district rate). In brief, the College's residency policy states that a student must reside in the college district for one year prior to taking classes to be classified as an in-district student. If a student enrolls in classes before the one year time frame has elapsed, the student will be assessed at the appropriate non-resident rate for two academic years; after such time, the student will become an in-district resident. The full residency policy is described on the College's catalog and website.

COCC's policy is unique amongst community colleges in that other Oregon community colleges do not have an out-of-district residency classification and require only 90 days before a student gains in-district residency status.

Veterans Classification Overview

The Department of Veteran Affairs currently has six different classifications for veteran students:

- Chapter 30: Montgomery G. I. Bill eligible
- Chapter 31: Veteran Vocational Rehabilitation (job-retraining for Veterans with a specific disability rating)

- Chapter 33: Veterans called to active duty post September 10, 2001
- Chapter 35: Dependents of veterans who were 100% disabled or deceased as a result of military service
- Chapter 1606: National Guard Reserve veterans
- Chapter 1607: National Guard Reservists called to active duty

The amount of benefits for which a student is eligible varies between the different classifications, as does the timing of when those benefits are received. COCC's Veterans Benefits Coordinator reviews each Veteran student status each quarter, and based on the student's enrollment and applicability of coursework, authorizes the student to receive his/her benefits.

#### Current COCC Veteran Tuition Waiver Program

In response to earlier legislation, the COCC Board of Directors approved a tuition waiver program for students who are children or a spouse of a veteran who died or was disabled as a result of military service during the May 2008 board meeting. Under this program, qualified students are awarded a grant up to the cost of current in-district tuition and traditional student fees, based on the number of credits for which the student is registered (special program fees, such as nursing, massage, aviation, etc. are not covered). Additional eligibility requirements include:

- Accepting federal and state grants and institutional scholarships prior to received this grant
- Grant is awarded for up to 16 credits per term certificate- or degree-applicable courses only, including any recommended developmental coursework.
- Maximum of nine quarters or 93 credits (whichever occurs first).
- Students must remain in good academic standing as defined by COCC's Academic Warning Policy (completion of a 2.0 GPA or higher each term). Should a student receive an academic warning, s/he will not be eligible for this program until s/he successfully complete one term or a minimum of six credits.
- Eligible students must complete a request via COCC's Financial Aid Office to be considered for this waiver.

As anticipated, this grant program assisted eligible students with approximately \$11,000 in tuition assistance during the 2008-09 academic year.

#### Possible Recommendation

Provisions 1 and 2 of this legislation appear to be difficult to enact as both would require significant monitoring of a student's benefits and manual intervention to track course schedules and adjust tuition rates. Provision 3 can be enacted with no manual adjustments or significant impact on staff resources.

In order to respond to this legislation in a manner which does not cause an undue amount of manual work on behalf of staff, staff are considering a recommendation which would include creating a fourth tuition/residency category for those affected by this legislation. Anticipated budget impact of this option would result in approximately \$7,000 - \$15,000 in tuition reductions, depending on several options under consideration.

A full recommendation and associated details will be presented at the February Board of Directors meeting.



**CENTRAL OREGON COMMUNITY COLLEGE  
BOARD OF DIRECTORS**

**INFORMATION ITEM**

Prepared by: Lisa Bloyer-Director of Accounting

**A. Issue**

Financial Certifications

**B. Discussion/History**

Following this information item are two financial certifications.

The first document is a certification to the President and signed by the finance department.

The second document is a certification to the Board and signed by the President.

These documents are prepared in conformance with Board policy EL 4, Financial Condition. These documents are prepared to meet the requirements of the Sarbanes-Oxley act.

## Central Oregon Community College 2010/11 Budget Calendar

JAN 4th	General Fund current service level budget roll-up.
JAN 8th	General Fund budgets distributed using established budget parameters.
JAN 13th	Financial Forecast presented to Board of Directors and Budget Committee. Discussion of 2010/11 key budget assumptions and issues.
FEB 5th	Fax to the Bulletin: First Notice of Budget Committee Meeting.
FEB 12th	Publish first Notice of Budget Committee Meeting.
FEB 22nd	General Fund budgets due to Fiscal Services Department.
FEB 25th	Fax to the Bulletin: Second Notice of Budget Committee Meeting.
MAR 1st	Non-General Fund budgets due to Fiscal Services Department.
MAR 1st	Publish second Notice of Budget Committee Meeting.
MAR 10th	<b><i>Budget Committee Meeting</i></b> . Updated Financial Forecast presentation with initial budget message and discussion.
MAR 10th	Budget Committee work sessions as scheduled.
APR 14th	<b><i>Budget Committee Meeting</i></b> . Continue budget review and discussion.
MAY 12th	<b><i>Budget Committee Meeting</i></b> . Continue budget review and discussion. Consider approval of budget.
MAY 27th	Fax to the Bulletin: Notice of Budget Hearing (including summaries).
JUN 1st	Publish Notice of Budget Hearing (including summaries)
JUN 9th	Budget Hearing. Adopt budget, levy taxes, and make appropriations.

JANUARY						
M	T	W	T	F	S	S
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11	12	13	14	15	16	17
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25	26	27	28	29	30	31

FEBRUARY						
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MARCH						
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APRIL						
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MAY						
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JUNE						
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## **FISCAL SERVICES DEPARTMENT**

### **Interoffice Communication**

**Date:** December 18, 2009

**From:** David Dona

**Reference:** 2010/11 Budget Parameters

It is quickly approaching the time of year to begin preparing the 2010/11 fiscal year budget. President Middleton has approved proceeding forward with the budget process beginning with the establishment of budget parameters. Inflationary budget parameters were identified using current year's CPI indexes (Oregon Department of Economic Analysis, U.S. Bureau of Labor Statistics and Higher Education Price Index) and local economic indicators. These inflationary budget parameters have declined from the prior year due to current economic conditions and will apply only to fiscal year 2010/11.

The Fiscal Services Department will utilize the following budget parameters in the initial 2010/11 budget roll-up:

- Irregular wages 2.0%
- Materials and Supplies 1.5%
- Outside Services 2.5%
- Repair & Replacement 3.0%
- Utilities 3.0%
- Travel 2.0%
- Capital Outlay 3.0%

Payroll assessments of 22% are included in employee's salary for all permanent benefited employees and 8% for part-time faculty and irregular wages. Additionally, insurance expense of \$14,900 is added for each full time employee (pro-rated for part-time employees).

Vice Presidents and Deans will continue to provide guidance and direction to individuals with budgetary responsibilities to ensure budgeted resources are linked to elements within the College's approved strategic plan and Board priorities.

Central Oregon Community College  
Board of Directors

**RESOLUTION**

Prepared by: James Middleton-President

**A. Action Under Consideration**

Authorization to proceed with construction documents for the Culinary Center.

**B. Discussion / History**

COCC's culinary initiative has been in progress for almost five years. The COCC Foundation has met its capital campaign goal to raise \$3 million for construction of the facility. The Campus Village development plan has the Culinary Center as a key element for the broader initiative. Significant Culinary curriculum changes have been developed in anticipation of this new facility. The existing instructional space is inadequate to support student interest and potential enrollment.

The December 2009 Board Meeting included a presentation on the facility and site plans. A community hearing relative to the site plan and facility was held on December 16<sup>th</sup>, 2009. Participants comments were positive about the culinary initiative. Questions and suggestions focused on roadway and transportation management, not on the design of the facility. Administration had recommended that a final decision on proceeding with construction drawing follow the community meeting.

**C. Options / Analysis**

1. Approve proceeding with development of construction drawings and use the \$3 million from the COCC Foundation campaign to support this project.
2. Postpone a decision relative to the culinary facility.
3. Cancel the culinary initiative and begin discussion with the COCC Foundation relative to the \$3 million raised for this facility.

**D. Timing**

For construction to be completed by late Spring 2011 to facilitate full functioning opening for the Fall 2011 term, construction drawing need to begin within the next 30 days. It is worth noting that the Board will still have the prerogative to delay, modify or cancel the construction project after review of construction bids.

**E. Recommendation**

Be It Resolved that the Board of Directors of Central Oregon Community College does hereby approve the President's recommendation to authorize staff to coordinate with YGH Architecture for completion of the construction drawings and

authorize staff to submit site plans to the City of Bend, which will enable the bidding of the construction project to commence approximately in May 2010.

**F. Budget Impact**

Additional payment to the architect would be incurred by approving construction drawings. Should the Board cancel the project, it is likely that the COCC Foundation would need to return all or most of the **\$3 million raised** for this project.

No bond funds are used for this project. Current negotiations with CCWD anticipate approximately \$150,000 in State funds to be allocated for the classroom in the Culinary Center. Total project costs for the facility are currently estimated at approximately \$6.25 million. Approximately \$3.4 million of the facility costs would be provided by COCC. Sufficient funds are allocated in COCC Capital Projects funds.

Additional infrastructure improvement costs of approximately \$600,000 are part of the related Campus Village initiative.

**2009 SUMMARY OF PROPOSED CHANGES TO CENTRAL OREGON COMMUNITY  
COLLEGE RULES OF PROCUREMENT (CCRP)**

- Language changes to definitions to remain in compliance with statutes and/or be consistent with Administrative Rule language.
  
- Change in language to CCR 204- **Bid Security & Bond Requirements, Waiver of**
  - Updated to remain consistent with statutory changes.
  
- Change in language to CCR 206- **Emergency Contracts (Including Oil or Hazardous Material Removal)**
  - Updated to remain consistent with statutory changes.
  
- Change in language to CCR 314- **Contracts Under Certain Dollar Amounts**
  - Updated to increase threshold of direct appointment procedure for Architects, Engineers, Land Surveying and Related Services.

PROPOSED CHANGES TO THE  
COMMUNITY COLLEGE RULES OF PROCUREMENT  
DATED JANUARY 19, 2005, AND REVISED FALL 2009, PENDING BOARD APPROVAL.

(02/05/09)

This document contains *proposed* changes to the CCRP Rules that were previously revised and formally adopted by COCC's Board on January 14, 2009.

KEY: Deletions to the current Community College Rules of Procurement (CCRP), are highlighted in **YELLOW** and are shown with a line drawn through them.  
Additions are shown in **RED** font and are underlined.  
Commentary appears in bold/italics and is ***highlighted in gray***. Commentary will not remain in the final, published form of the document after adoption of these proposed changes.

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## SECTION 100 - GENERAL INFORMATION

### Purpose and Statutory Authority CCR.102

- (1) **Purpose.** These rules prescribe public contract Special Procurements (exemptions), whereby a Local Contract Review Board may approve a special procurement (pursuant to ORS 279B.085), personal services contracting rules, competitive procurement process rules, and supplementary provisions for community colleges, who have formally adopted through board resolution, these Community College Rules of Procurement, hereinafter referred to as Rules or CCRP.
- (2) **Statutory Authority.** These Rules are authorized by Public Contracting Code 279A.050 (*Procurement Authority*), 279A.055 (*Personal Services Contracts*), 279A.060 (*Local Contract Review Boards*), and 279A.070 (*Rules*). All references to PCC shall mean Public Contracting Code as defined in ORS 279A.010(1)(bb). (*Note: Under ORS 279A.065(4), public contracting agencies in Oregon will be operating under the State of Oregon Attorney General's Model Rules unless they have taken special action to opt out and adopt their own contracting rules.*)
- (3) These Community College Rules of Procurement (CCRP), were drafted through a statewide, collaborative effort by representatives of Participating Oregon Community Colleges (POCC). Pursuant to the POCC participatory agreement, Sections 100 and 200 of the CCRP shall remain unchanged unless modified by the POCC at a later date and subsequently ratified by each institution's Local Contract Review Board. Any member of the POCC that adopts changes to Sections 100 and/or 200 of the CCRP that have not been mutually agreed upon and adopted by all other POCC members, shall by and through its actions, no longer qualify as a member of the POCC cooperative procurement group and shall not represent itself as such.

### Definitions for these Community College Rules of Procurement

CCR.104

The following terms, when they appear capitalized in these Community College Rules of Procurement, shall have the meaning set forth below unless otherwise indicated:

- (1) **"Addendum" or "Addenda"** means an addition or deletion to, a material change in, or general interest explanation of a Solicitation Document. Addenda shall be labeled as such and distributed to all interested persons in accordance with these rules.
- (2) **"Auxiliary Funds"** means funds intended to be profit making and/or self-sustaining for providing product or services to the College's customers. (See also "Enterprise Funds.") Examples of Auxiliary Fund or Enterprise Fund operations may include: bookstores; food services; printing services; medical/dental/science stores; student automotive and mechanical stores; and miscellaneous student stores for the resale of books and computers for instruction.
- (3) **"Award" or "Intent to Award"** means, as the context requires, either the act or occurrence of the College's identification of the Person with whom the college will enter into a Contract following the resolution of any protest of the College's selection of that Person, and the completion of all Contract negotiations.
- (4) **"Best Value"** means evaluation or assessment of performance factors and other aspects of service and product quality, as well as pricing, which may include, but not be limited to, combinations of quality, services, time, and cost considerations over the useful life of the acquired item.
- (5) **"Bid"** means a competitive offer in response to an Invitation to Bid in which price, delivery (or project completion), and conformance to specifications will be the predominant award criteria.
- (6) **"Bidding/Proposing Period"** means the span of time between the date of the Solicitation Document and the time and date set for receipt of Offers. The time period shall be stated in the Solicitation Document. Generally a period of fourteen (14) calendar days shall be provided, but in no case shall the time provided be less than five (5) calendar days.
- (7) **"Closing"** means the date and time specified in a Solicitation Document as the deadline for submitting Offers.
- (8) **"Code"** means the Public Contracting Code, as defined in ORS 279A.010.
- (9) **"College"** means Community College District or Community College Service District established under ORS chapter 341, hereinafter known as the specific College whose name appears on the Solicitation Document and/or subsequent Contract and whose Local Contract Review Board has adopted by resolution or ordinance these Community College Rules of Procurement.
- (10) **"Competitive Range"** means the Offerors with whom the College will conduct discussions or negotiate if the College intends to conduct discussions or negotiations in accordance with its own rules.
- (11) **"Competitive Sealed Bidding"** means the issuing of Invitations to Bid, which follow the formal process for advertising, submitting bids, and conducting of public bid openings as required by ORS 279B.055.
- (12) **"Competitive Sealed Proposals"** means the issuing of Request for Proposals, which follow the formal process for advertising, submitting proposals, and conducting of public openings as required by ORS 279B.060.
- (13) **"Contract"** means a "Public Contract," as defined in ORS 279A.010(1)(z), a sale or other disposal, or a purchase, lease, rental or other acquisition, by a contracting agency of personal property, services, including personal services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. "Public



Contract” does not include grants. The “Contract” includes the College’s Solicitation Document and the accepted portions of a Solicitation Document, whether attached or incorporated by reference, between the College and Contractor describing the work to be done and the obligations of the parties. Depending upon the goods and services being procured, the College may use “Contract” as meaning a purchase order, price agreement, or other contract document in addition to the College’s Solicitation Document and the accepted portions of a Solicitation Document. If the Contract is for a public improvement or public work, the “Contract” may consist of the College’s Solicitation Document, including any addenda, the general and special and/or supplementary conditions or other conditions governing the work, the accepted portions of the Solicitation Document, the performance and payment bond (if required), certificates of insurance, plans, technical specifications, approved shop drawings, Construction Change Directive or written order for a minor change in the Work, Notice of Award, Notice to Proceed, and any contract amendments, including approved change orders.

- (14) **“Contract Price”** means, as the context requires, (i) the maximum monetary obligation that the College will or may incur under a Contract, including bonuses, incentives, approved alternates, fully executed change orders or amendments, and contingency amounts, if the Contractor fully performs under the Contract, (ii) the maximum not-to-exceed amount of payments specified in the Contract, or (iii) the unit prices for Goods or Services set forth in the Contract.
- (15) **“Contract Review Authority”** means the College’s Local Contract Review Board as set forth in ORS 279A.060.
- (16) **“Contract Value”** - in determining the applicability of dollar threshold requirements for competitive procurements within these Community College Rules of Procurement, “Contract Value” means the gross amount of goods and/or services procured by or for the College and shall take into consideration, but not be limited to, the following elements: (1) Contract Price; (2) total amount estimated to be generated, if contract is anticipated to be revenue generating; (3) economic value, and (4) total estimated expenses incurred for which the College would be required to report to the Internal Revenue Service (e.g., 1099).
- (17) **“Contractor”** means the Person with whom the College enters into a Contract and shall be synonymous with “Independent Contractor” (i.e., a person or business that provides services to the College in which the College neither controls nor has the right to control the means or manner by which work is performed). The College may control the results of the services, but not control the means or manner of the Contractor’s performance of the Work.
- (18) **“Cost”** means not only the product price but also other items of expense such as the actual or reasonably estimated costs related to quality or conversion, and may include such actual or estimated items as shipping, delivery, setup, installation, and training.
- (19) **“Descriptive Literature”** means Written information submitted with the Offer that addresses the Goods and Services included in the Offer.
- (20) **“Disadvantaged Business Enterprise (DBE)”** means a small business concern pursuant to ORS 200.005(1), which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any corporation, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- (21) **“Effective Date of Contract”** means the date established in the Contract for the Contractor’s work to begin, or the date the Contract has been fully executed and received all required approvals, whichever date is later.
- (22) **“Electronic Advertisement”** means notice of the College’s request for Offers or request for quotes, available over the Internet via (a) The World Wide Web or some other Internet protocol; or (b) the College’s electronic procurement system. An Electronic Advertisement may include a Solicitation Document.
- (23) **“Electronic Offer”** means a response to the College’s request for Offers or request for quotes submitted to the College via email or through the College’s Electronic Procurement System.
- (24) **“Electronic Procurement System”** means an information system that Persons may access through the Internet, using the World Wide Web or some other Internet protocol, or that Persons may otherwise remotely access using a computer, that enables the College to post Electronic Advertisements, receive Electronic offers, and conduct other activities related to a procurement.
- (25) **“Emergency”** means circumstances that were not reasonably foreseen by the governing body of the College, its President or another officer authorized by the College, and create a substantial risk of loss, damage or interruption of services; a substantial threat to property, public health, welfare or safety of the environment that requires prompt execution of a contract to remedy the condition or deal with the risk.
- (26) **“Enterprise Funds”** means funds intended to be profit making and/or self-sustaining for providing product or services to the College’s customers. (See also “Auxiliary Funds.”) Examples of Auxiliary Fund or Enterprise Fund operations may include: bookstores; food services; printing services; medical/dental/science stores; student automotive and mechanical stores; and miscellaneous student stores for the resale of books and computers for instruction.
- (27) **“Evidence of Competition”** means College documentation demonstrating competitive solicitation of responses/offers from Person(s) in selecting a Contractor in accordance with the College’s public contracting rules.
- (28) **“Expert Witness”** means Contracts for services of witnesses for the purposes of evaluating a claim or cause of action, preparing for or assisting with actual or likely litigation or otherwise assisting in resolving a dispute. This includes a person possessing specialized knowledge, skills, or experience of a particular subject or profession engaged to assist or consult on the College’s

presentation of its case in legal, administrative, and other official proceedings, regardless of whether the Contractor is called to testify.

- (29) **"Facsimile"** means electronic equipment that communicates and reproduces both printed and handwritten material.
- (30) **"Gift"** means something of economic value given to a public official or the public official's relative without an exchange of valuable consideration of equivalent value, including the full or partial forgiveness of indebtedness, and which is not extended to others who are not public officials or the relatives of public officials on the same terms and conditions; and something of economic value given to a public official or the public official's relative for valuable consideration less than that required from others who are not public officials.
- (31) **"Goods and Services"** or "Goods or Services" have the meaning set forth in ORS 279A.010(1)(j).
- (32) **"Interstate Agreement"** means any agreement between the College and a unit of local government or state agency of another state.
- (33) **"Invitation to Bid" (ITB)** means all documents used for soliciting Offers in accordance with ORS 279A.010(2)(bb). (See also "Competitive Sealed Bidding.")
- (34) **"Life Cycle Costing"** means determining the cost of a product for its estimated useful life, including its disposal.
- (35) **"Local Contract Review Board" (LCRB)** means the LCRB and/or Board of Education as established by Board resolution or ordinance by each respective College adopting these Community College Rules of Procurement, to serve as its public contract review authority.
- (36) **"Lowest Responsible Bidder"** means: (a) the bidder whose Offer substantially complies with the requirements and criteria set forth in the Invitation to Bid and with all prescribed public procurement procedures and requirements; or (b) When the invitation to bid specifies or authorizes the award of multiple contracts to the responsible bidders, the bidder whose bids substantially comply with the requirements and criteria set forth in the Invitation to Bid and with all prescribed public procurement procedures and requirements and who qualify for the award of a public contract under the terms of the Invitation to Bid. (ORS 279B.055(10) Depending upon the requirements of the Solicitation Document, "Lowest Responsible Bidder" may also mean one who, in the determination of the Advocate for Minority, Women and Emerging Small Businesses, has undertaken both a policy and practice of actively pursuing participation by minority and women-owned business in all bids, both public and private, submitted by such bidder, pursuant to ORS 200.025 and 200.045.
- (37) **"Model Rules"** means the State of Oregon's Attorney General's model rules of procedure for Public Contracting, which are set forth in OAR Chapter 137, divisions 46, 47, 48, and 49.
- (38) **"ORPIN" System:** The on-line electronic Oregon Procurement Information Network (ORPIN) administered through the State Procurement Office of the Procurement, Fleet and Surplus Services Division of the Oregon Department of Administrative Services.
- (39) **"ORS"** means Oregon Revised Statutes.
- (40) **"Offer"** means a response to a Solicitation Document that is binding on the Offeror.
- (41) **"Offeror"** means a Person, who submits an Offer.
- (42) **"Opening"** means the date, time and place announced in the Solicitation Document for the public opening of Written sealed Offers.
- (43) **"PCC"** means Public Contracting Code as it is defined in ORS 279A.010(1)(bb).
- (44) **"Person"** means any of the following with legal capacity to enter into a Contract: individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, governmental agency, public corporation or any other legal or commercial entity.
- (45) **"Personal Property"** means everything subject to ownership, which is not real property and has exchangeable value; includes all chattels and movables, such as boats and vessels, merchandise and stock in trade, furniture and personal effects, goods, livestock, vehicles, farming implements, movable machinery, movable tools and movable equipment pursuant to ORS 307.020.
- (46) **"Personal Services Competitive Solicitation"** means a documented process providing an equal and open opportunity to qualified parties, which culminates in a selection based on criteria that include, but are not limited to, the Contractor's availability, capacity, experience, reputation, responsiveness to time limitations, responsiveness to solicitation requirements, quality of previous performance and fees or costs.
- (47) **"Personal Services Contract" or "Contract for Personal Services"** means a contract or member of a class of contracts, other than a contract for the services of an Architect, Engineer, Land Surveyor or Provider of Related Services (which are subject to ORS 279C.105, ORS 279C.110 or ORS 279C.120, and which are defined as Personal [Services](#) Contracts pursuant to ORS 279C.100(5)), that the College's Local Contract Review Board has designated as a Personal Services Contract pursuant to ORS 279A.055, whose primary purpose is to acquire specialized skills, knowledge and resources in the application of technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment, including, without limitation, a contract for the services of a(n): accountant; physician, dentist or lawyer; educator; consultant(s) for information technology, travel, banking, investing, collections, or other consultant; broadcaster or artist (including a photographer, filmmaker, painter, weaver, or sculptor). (See also Personal Services Contracting Rules section within these Community College Rules of Procurement for an expanded definition.)

- (48) **“Personal Services Contractor”** means an Independent Contractor that performs a Contract for Personal Service(s) for the College, when the College has no right to and does not control the means and manner of performing the contract, except as to the delivery schedule, determining compliance with the Statement of Work, and accepting or rejecting the deliverables or results required under the Contract.
- (49) **“Prequalification of Offeror”** means a process followed by the College, in advance of issuance of Solicitation Documents, to determine the qualifications of prospective Offerors to perform public contracts.
- (50) **“Product Sample”** means the exact Goods or a representative portion of the Goods offered by the Offeror in response to the Solicitation Document. Unless otherwise provided in the Solicitation Document, the Product Sample shall be the exact product or a representative portion of that product offered by the Offeror.
- (51) **“Proposal”** means an Offer in response to a Request for Proposals.
- (52) **“Public Contract”** means a sale or other disposal, or a purchase, lease, rental or other acquisition, by the College of personal property, services, including personal services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. (ORS 279A.010(1)(z)).
- (53) **“Public Notice”** means a public notice of Solicitation Document that is published at least once in at least one newspaper of general circulation in the area where the contract is to be performed and in as many additional issues and publications as the College determines or is published electronically.
- (54) **“Request for Proposals”** or **“RFP”** means all documents used for soliciting Proposals in accordance with either ORS 279B.060 or 279C.110, where proposal evaluation and contract award is based on criteria such as proposer qualifications and experience, product features and characteristics, service quality and efficiency, and conformance with the specifications and requirements of the Solicitation Document. Price may be evaluation criterion for an RFP, but will not necessarily be the predominant basis for contract award.
- (55) **“Request for Qualifications”** means a **w**ritten document describing the College’s circumstances and the type of service(s) desired, setting forth all significant evaluation factors and their relative importance, written qualifications, and, if appropriate, price. The Request for Qualifications will not result in a Contract but is intended to establish a list of qualified Contractors from which to seek Offers and select a Contractor.
- (56) **“Request for Quotes”** or **“RFQ”** means the solicitation by the College of **e**Offers from competing vendors in an effort to obtain competitive quotes. The solicitation may be by advertisement or by the College initiating a request to vendors to make an **e**Offer in accordance with the provisions of Small Procurements and Intermediate Procurements as these categories are defined in ORS 279B.065 and 279B.070, pursuant to the rules established by the College’s Local Contract Review Board for competitive thresholds. The solicitation may be accomplished by advertisement or by the College initiating a request to vendors to make an offer. The solicitation and the offer may be electronic, in writing, or oral.
- (57) **“Requirements Contract”** means a price agreement that constitutes a firm offer by the Contractor, regardless of whether any order or purchase has been made or any performance has been tendered under the price agreement and is enforceable for the period stated in the price agreement and is not revocable by the Contractor. A price agreement does not constitute an exclusive dealing commitment on the part of the College or the Contractor unless the price agreement expressly so provides. (ORS 279B.140)
- (58) **“Responsible Offeror”** (also, **“Responsible Bidder”** or **“Responsible Proposer,”** as applicable), means a Person that has submitted an Offer and meets the standards set forth in ORS 279B.005 and/or ORS 279B.110, and that has not been debarred or disqualified by the College. When used alone, **“Responsible”** means meeting the aforementioned standards.
- (59) **“Responsive Offer”** (also, **“Responsive Bid”** or **“Responsive Proposal,”** as applicable), means an Offer that substantially complies in all material respects with applicable solicitation requirements. When used alone, **“Responsive”** means having the characteristic of substantially complying in all material respects with applicable solicitation requirements.
- (60) **“Service Contract”** means a contract that calls primarily for a contractor’s time and effort rather than for an end product.
- (61) **“Signed”** means, as the context requires, that a Written document contains a Signature or that the act of making a Signature has occurred.
- (62) **“Signature”** means any Written mark, word or symbol that is made or adopted by a Person with the intent to be bound and that is attached to or logically associated with a Written document to which the Person intends to be bound and executed or adopted by a Person with the intent to be bound.
- (63) **“Solicitation Document”** means an Invitation to Bid, Request for Proposals or other document issued to invite offers from prospective contractors pursuant to ORS Chapter 279B or 279C, and includes all documents incorporated by reference.
- (64) **“Special Procurement”** means, unless the context requires otherwise, a Class Special Procurement, a Contract-Specific Special Procurement or both (ORS 279B.085). A “Class Special Procurement” means a contracting procedure that differs from the procedures described in ORS 279B.055, 279B.060, 279B.065 and 279B.070 and is for the purpose of entering into a series of contracts over time for the acquisition of a specified class of goods or services (ORS 279B.085(1)(a)). “Contract-Specific Special Procurement” means a contracting procedure that differs from the procedures described in ORS 279B.055, 279B.060, 279B.065 and 279B.070 and is for the purpose of entering into a single contract or a number of related contracts for the acquisition of specified goods or services on a one-time basis or for a single project (ORS 279B.085(1)(b)).

- (65) **“Specification”** means any description of the physical or functional characteristics, or of the nature of a supply, service or construction item, including any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under a Contract. Specifications generally will state the result to be obtained and may, on occasion, describe the method and manner of doing the Work to be performed. Specifications may be incorporated by reference and/or through attachment to the Contract.
- (66) **“Standard Fee Contract”** means a contract awarded for service to be performed for a standard fee, when the standard fee is established by the College, and a like contract is available to all qualified applicants.
- (67) **“Statement of Work”** means a written statement that specifically describes the phases of work or services, major tasks, or areas of responsibility the Contractor is to perform at a particular site, or within a particular locale during a stated period of time, according to a schedule of delivery. The statement must identify specific objectives that the Contractor is to attain or describe, in detail, and the deliverables that the Contractor is to provide.
- (68) **“Telecommunications”** means 1-way and 2-way transmission of information over a distance by means of electromagnetic systems, electro-optical systems, or both.
- (69) **“Work”** means the furnishing of all materials, equipment, labor and incidentals necessary to successfully complete any individual item in a Contract or the entire Contract, and successful completion of all duties and obligations imposed by the Contract.
- (70) **“Writing”** means letters, characters and symbols inscribed on paper by hand, print, type or other method of impression, intended to represent or convey particular ideas or meanings. “Writing,” when required or permitted by law, or required or permitted in a Solicitation Document, also means letters, characters and symbols made in electronic form and intended to represent or convey particular ideas or meanings.
- (71) **“Written”** means existing in Writing.
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#### **CHANGES TO CCR.204**

##### **Bid Security and Bond Requirements, Waiver of**

##### **CCR.204**

Pursuant to ORS 279C.390, the College may, at its discretion, exempt certain contracts or classes of contracts from all or a portion of the requirement for bid security and from all or a portion of the requirement that good and sufficient bonds be furnished to ensure performance of the contract and payment of obligations incurred in the performance.

The College may waive bid security requirements and/or performance/payment bond requirements pursuant to ORS 279C.390 and this rule under the following conditions:

- (1) If the contract is for a public improvement or a public work and the amount of the contract does not exceed \$75,000 or another threshold as indicated by rule amendment in Section 300, and the contractor has filed a public works bond with the State of Oregon Construction Contractors Board ;
- (2) If the contract is not for a public improvement; or if the contract is for a public improvement that resulted from an alternative contracting method and the contract is only for pre-construction services;
- (3) Where bidders are drawn exclusively from a list of certified Emerging Small Businesses maintained by the Advocate for Minority, Women and Emerging Small Business, and the College has been provided funds by the legislature for the purpose of assisting Emerging Small Businesses;
- (4) In cases of emergency, or when the interest or property of the College or the public agency or agencies for whose benefit the contract was awarded probably would suffer material injury by delay or other cause and a declaration of such emergency has been made in accordance with rules adopted under ORS 279A.065.

The College shall not use Bid or Proposal security to discourage competition. The Offeror shall forfeit Bid or Proposal security after award of the contract if the Offeror fails to execute the contract and promptly return it with any required Performance Bond and Payment Bond.

##### **Conclusion of Compliance with Law**

It is unlikely that this Special Procurement will result in favoritism in the awarding of public contracts or substantially diminish competition since all vendors, including Oregon businesses, are able to compete (ORS 279B.085(4)(a)), and it will enable the College to promote the public interest (ORS 279B.085(4)(b)(B)), by reducing costs of bidding and maximizing participation from Emerging Small Businesses.

This rule satisfies the requirements of ORS 279C.390 wherein a Local Contract Review Board may exempt certain contracts or classes of contracts from all or a portion of the requirement for bid security and from all or a portion of the requirement that good and sufficient bonds be furnished to ensure performance of the contract and payment of obligations incurred in the performance. Consequently, findings otherwise required by law are unnecessary here.

#### CHANGES TO CCR.206

Reason for change: text no longer appears in statute.

#### Emergency Contracts (Including Oil or Hazardous Material Removal)

CCR.206

- (1) Pursuant to the requirements of this rule, the College may, at its discretion, enter into a public contract without competitive solicitation if an emergency exists. Emergency means circumstances that could not have been reasonably foreseen which create a substantial risk of loss, damage, interruption of services or threat to public health, welfare, or safety, and require prompt execution of a contract to remedy the condition (ORS 279A.010(1)(f)).
- (2) Regardless of the dollar value of the contract, when entering into an emergency contract the College shall:
  - (a) Make a written declaration of emergency, including findings describing the emergency circumstances that require the prompt performance of the contract, stating the anticipated harm from failure to establish the contract on an expedited basis; and
  - (b) Encourage competition to the extent reasonable under the circumstances; and
  - (c) Record the measures taken under subsection (b) of this section to encourage competition, the amounts of the bids, quotes or proposals obtained, and the reason for selecting the contractor.
- (3) Pursuant to ORS 279B.080, if an emergency exists as defined in subsection (1) of this rule, the Board of Education, its President, or another officer authorized by the College shall declare the existence of the emergency as required by subsection (2) of this rule, which shall authorize the College to enter into an emergency contract.
- (4) The written declaration of an Emergency and resulting contract are solely entered into at the discretion of the College's President or authorized officer.
- (5) If the total award exceeds the threshold for formal public bidding, the Board shall be notified at its next available public meeting and provided with an opportunity to discuss the emergency, the award, and ratification thereof.
- ~~(6) Any Public Improvement contract awarded under this exemption shall be awarded within 60 days following declaration of the emergency unless an extension is granted by the Board (ORS 279C.335(5)).~~
- ~~(7)~~ (6) Oil or Hazardous Material Removal: The College may enter into public contracts without competitive bidding, regardless of dollar amount, when ordered to clean up oil or hazardous waste pursuant to the authority granted the Department of Environmental Quality (DEQ), under ORS 466.605 through 466.680 and such DEQ order necessitates the prompt establishment and performance of the contract in order to comply with the statutes regarding spill or release of oil or hazardous material that has created an emergency condition. In exercising its authority under this exemption, the College shall:
  - (a) (1) To the extent reasonable under the circumstances, encourage competition by attempting to make informal solicitations or to obtain informal quotes from potential suppliers of goods or services;
    - (1) Make written findings describing the circumstances requiring clean up or a copy of the DEQ order ordering such cleanup;
    - (2) Record the measures taken under subsection (a) of this section to encourage competition, the amount of the quotes or proposals obtained, if any, and the reason for selecting the contractor selected.
  - (b) The College shall not contract pursuant to this exemption in the absence of an order from the Department of Environmental Quality to clean up a site with a time limitation that would not permit hiring a contractor under the usual competitive bidding procedures.

#### Findings of Fact

1. Under ORS 279B.080, public contracts may be exempted from the requirements of ORS 279B.050 if emergency conditions exist, which require prompt execution of the contract, subject to the additional requirements of ORS 279B.080.
2. ORS 279B.080 allows the Local Contract Review Board to adopt rules to allow the head of the contracting agency or a designated person to declare that an emergency exists and to establish procedures for determining when emergency conditions are present. Subsections (2)(a), (2)(b), and (2)(c) of this rule accomplish this.

3. Further, ORS 279C.335(4) and (5) requires that the rules shall prescribe that if an emergency is declared, any public improvement contract awarded under this exemption must be awarded within 60 days following the declaration of the emergency, unless an extension is granted by the Local Contract Review Board.
4. When DEQ orders a public agency to remove or clean up hazardous material or oil, the public agency must respond within a very short time, which is stated in the DEQ order. This time period does not generally allow the agency to take the time necessary to solicit written bids or proposals for the work to be performed. The College would be liable for any delay in responding to DEQ orders to perform hazardous material removal or clean up.
5. This exemption, as it pertains to subsection (7), will not be used in those situations where there is no DEQ order to remedy the situation. Routine competitive procurement methods will be used where there is no DEQ order to act immediately. The college maintains open lists of vendors, who are interested in providing hazardous materials removal and clean up services. Whenever it needs hazardous material removal or disposal, the College makes use of these lists to solicit quotes, bids, or proposals as needed, in addition to advertising the procurement as required.
6. Cost savings are achieved through this exemption, because the college can be liable for DEQ penalties and fines, if it does not timely remove hazardous materials or oil as ordered. Serious risk in these situations could result in property damage or personal injury, if the College is slow to act.

#### **Conclusion of Compliance with Law**

Procurements made by the College in compliance with this exemption meet the requirements of emergency public contracts pursuant to: ORS 279B.050; 279B.080, and 279C.335.

It is unlikely that this exemption will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts as required by ORS 279C.335(2)(a). If the College is under DEQ order to act immediately, the College will still attempt to obtain competitive quotes for the work to be performed as it has the ability and time to do so. Unless the College is faced with the quasi-emergency situation of a DEQ order to remove or clean up hazardous waste or oil, it will follow normal competitive procedures to obtain these services.

#### **CHANGES TO CCR.314**

##### **Public Contracts Under Certain Dollar Amounts**

##### **CCR.314**

- (1) The College may, at its discretion, enter into public contracts not to exceed \$100,000 for the purchase of goods, materials, supplies, and services, including contracts for architectural, engineering, land surveying, and related services, and public improvements or general trade services, without issuing a formal competitive Solicitation Document, if the College has determined that the awarding of the contract without issuing a formal competitive Solicitation Document will result in cost savings and the following conditions are met:
  - (a) The contract is for a single project, and is not a component of or related to any other project;
  - (b) When the amount of the contract does not exceed \$5,000, defined herein as a "Small Procurement," the College shall, where feasible, obtain competitive quotes, unless the contract is for architectural, engineering, land surveying, and related services procedures in which case a Direct Appointment (see Appendix B, 137-048-0200), may be made for contracts with Estimated Fees less than ~~\$25,000~~ **\$50,000**;
  - (c) When the amount of the contract is more than \$5,000, but less than \$100,000, defined herein as an "Intermediate Procurement," and is not for architectural, engineering, land surveying services, or related services, the College shall obtain a minimum of three informally solicited competitive quotes. The College shall keep a written record of the source and amount of the quotes received. If three quotes are not available, a lesser number will suffice provided that a written record is made of the effort to obtain the quotes;
  - (d) The College will abide by ORS 279A.025(4), regarding Qualified Nonprofit Agencies, unless the required goods, materials, supplies or services are unavailable from a Qualified Nonprofit Agency as provided in ORS 279.835 to 279.855;
  - (e) The College shall encourage Minority, Women-owned and Emerging Small Businesses to participate in its purchasing processes, where applicable.
  - (f) The goods or services, or class of goods or services, are available from only one source and the determination of a sole source is based upon written findings in accordance with the provisions set forth in ORS 279B.075.

- (2) The College may, at its discretion, enter into public contracts for trade-related projects, i.e., construction, maintenance, repair, or similar labor and materials contracts without competitive bidding if the College has determined that the awarding of the contract without competitive bidding will result in cost savings and the following conditions are met:
- (a) The contract is for a single project, and is not a component of or related to any other project;
  - (b) When the amount of the contract does not exceed \$5,000, the College should, where feasible, obtain competitive quotes (ORS 279B.065);
  - (c) When the amount of the contract is more than \$5,000, but less than \$100,000 the College shall obtain a minimum of three competitive quotes. The College shall keep a written record of the source and amount of the quotes received. If three quotes are not available, a lesser number will suffice provided that a written record is made of the effort to obtain the quotes;
  - (d) When the contract is a public improvement contract of less than \$100,000, and the bidders are being drawn exclusively from a list of certified Emerging Small Businesses maintained by the Office of Minority, Women and Emerging Small Business, the College may let the contract without formal competitive bidding after a good faith effort to obtain a minimum of three competitive quotes from Emerging Small Businesses. To obtain maximum exposure for all firms and guard against favoritism, care shall be taken to obtain quotes from different firms each time the list is used. The College shall keep a written record of the source and amount of the quotes received and comply with the requirements, as applicable, of subsection (2)(e) of this rule. A lesser number will suffice provided a written record is maintained of the effort to obtain the quotes; and
  - (e) When the contract is for a “public improvement” as defined in ORS 279A.010(1)(aa) and/or for “public works” as defined in ORS 279C.800(5), and the contract price exceeds \$25,000 but is less than \$100,000, the College and the contractor shall comply with:
    - (i) The prevailing wage provisions of ORS 279C.800 to 279C.870, when applicable;
    - (ii) The contractor registration requirements of ORS 701; and
    - (iii) Any other law applicable to such a contract.
- (3) If more than one supplier may be available and the total purchase is estimated to exceed \$100,000, the College shall select a contractor through a formal competitive solicitation process;
- (4) Pursuant to ORS 279C.105, when the contract is for architectural, engineering, land surveying, and related services, and the Estimated Fee is \$100,000 or greater, the College shall screen and select a contractor through a formal competitive solicitation process as these procedures are defined in Appendix B, 137-048-0220, of these Community College Rules of Procurement.
- (5) Renegotiated Contracts for Supplies and Services
- The College may renegotiate the terms and conditions, including the Contract Price, of a Contract without additional competition and amend a Contract if it is in the best interest of the College subject to the following conditions:
- (a) The College must determine that, with all things considered, the renegotiated Contract is at least as favorable to the College as the original Contract; and
  - (b) The renegotiated Contract will not have a total term greater than allowed in the original Solicitation Document, Contract or approval of a Special Procurement after combining the initial and extended terms. For example, a one-year Contract, renewable each year for up to four additional years, may be renegotiated as a two to five-year Contract, but not beyond a total of five years. Also, if Contracts with a single Contractor are restated as a single contract, the term of the single Contract may not have a total term greater than any one of the prior Contracts.
  - (c) If a Contractor offers a lower price in exchange for a change in term or condition that was expressly rejected in the original solicitation, the amended Contract may be structured with this changed term as an optional, but not as a mandatory Contract term.
  - (d) If the Contract is the result of a Cooperative Procurement, the amended Contract must be within the Scope of the Original Contract and may not materially change the terms, conditions, and prices of the Original Contract.

**Comment:**

Public contract shall mean the “*completed project cost basis*” of a public contract (i.e., the total cost of performing one discrete, identifiable totality of work, including all components, shipping, warranty costs, service agreements obtained in conjunction with the purchase contract, reimbursables, and any other associated costs).

**Conclusion of Compliance with Law**

This rule is more restrictive than the requirements of the Public Contracting Code. As such, it is not an exemption or Special Procurement to the competitive bidding requirements of law. Consequently, findings otherwise required by law are unnecessary here.

**CENTRAL OREGON COMMUNITY COLLEGE  
BOARD OF DIRECTORS**

**RESOLUTION**

**Prepared by: Julie Mosier-Purchasing, Procurement and Facilities Scheduling Coordinator**

**A. Action Under Consideration**

Acceptance of proposed changes to the Central Oregon Community College's Rules of Procurement originally adopted by the Board in March, 2005. The changes are intended to keep the College in agreement with the Participating Oregon Community Colleges (POCC) annual revision of the Rules of Procurement as amended by the POCC and the Oregon Revised Statutes and Oregon Administrative Rules.

**B. Discussion/History**

Beginning in spring, 2004 a task force was brought together from Oregon community colleges. The focus of this group was to create a statewide document that would provide continuity in purchasing and contracting decisions throughout the state's community college system, with only minor variations due to institutional philosophies or needs.

In March 2005 the Board, convened as the Local Contract Review Board, adopted the Community College Rules of Procurement (CCRP). This document incorporates rules regarding competitive procurement, personal/professional services, and special procurements. Special procurements are those goods or services that are exempt from competitive processes and which are authorized by the Board in its capacity as the College's Local Contract Review Board.

The CCRP is fashioned in three sections; 100, 200, 300. It was written with the intention that sections 100 and 200 would be consistent between participating community colleges and that section 300 could be modified by each individual college. To date, 13 of the 17 Oregon Community Colleges have adopted these rules.

Pursuant to ORS 279A.065, as changes to the Public Contracting Code occur (ORS Chapters 279A, 279B, and 279C), the Attorney General's model rules must be reviewed and subsequently modified if applicable. In response to recent statutory revisions and administrative changes in the A/G's model rules, it is necessary for the College to make minor modifications to its CCRP, adopted by the Board in March, 2005. These minor revisions and housekeeping measures are reflected in the document attached. Upon approval by the Board, these changes will be incorporated into the CCRP and become effective immediately.

There are no material changes made to the rules this year.

**C. Options/Analysis**

- 1) Approve recommended changes to the Community College Rules of Procurement (CCRP).
- 2) Do not approve recommended changes to the Community College Rules of Procurement (CCRP).



**D. Timing**

Approval for the aforementioned changes is requested at this time.

**E. Recommendation**

Be it resolved that the Board of Directors do hereby approve the proposed changes to the Community College Rules of Procurement (CCRP).

**F. Budget Impact**

None.