



CENTRAL OREGON
COMMUNITY COLLEGE
Board of Directors' Meeting – AGENDA
Wednesday, March 9, 2011 – 6:00 PM
Christiansen Board Room, Boyle Education

TIME**	ITEM	ENC.*	ACTION	PRESENTER
6:00 pm	I. Call to Order			Miller
6:01 pm	II. Introduction of Guests			Miller
6:05 pm	III. Agenda Changes			
6:07 pm	IV. Appointment – Zones 2 & 5 New Budget Committee Members	4.a*	X	Paradis ^P
6:10 pm	V. <u>Adjourn</u> - Regular Board of Directors' Meeting			
6:11 pm	VI. <u>Convene</u> - Budget Committee Meeting			
7:25 pm	VII. <u>Adjourn</u> - Budget Committee			
7:25pm	VIII. <u>BREAK – 5 Minutes</u>			
7:30 pm	IX. Executive Session: ORS 192.660 (1)(e) Real Property Transactions			
7:45 pm	X. <u>Re-Convene</u> – Regular Board of Directors' Meeting			
7:46 pm	XI. Public Hearing and Testimony			
	A. Executive Director of OCCA – Annual Visit (Oregon Community College Association)			Henderson ^P
	B. Redmond Downtown Urban Renewal Plan	11.a		Williams ^P
8:05pm	XII. Consent Agenda***			
	A. Minutes			
	1. Regular February 9, 2010	12.a1*	X	Smith
	2. Special Conf. Call Mtg. -February 17, 2011	12.a2*	X	Smith
	B. Personnel			
	1. New Hire Report (February 2011)	12.b1	X	Buckles ^A
	C. Approval to Hire (Roy)	12.c	X	Buckles ^A
	1. Approval to Hire (Chavez)	12.c1	X	Buckles ^A
	D. Promotions - Faculty	12.d*	X	Hilgersom ^A
	E. Tenure	12.e*	X	Hilgersom ^A
	F. Sabbaticals	12.f*	X	Hilgersom ^A
	G. 2 nd Reading – Board Policies	12.g	X	Lee/Miller ^A
	EL4: Financial Condition			
	EL5: Asset Protection			
	EL6: Compensation and Benefits			
	H. 2 nd Reading – Vision Concept Paper	12.h	X	Lee/Miller ^A
8:06 pm	XIII. Information Items			
	A. Financial Statements	13.a		Bloyer ^A
	B. Institutional Effectiveness – Partnerships and Regional Employers	13.b		McCoy ^A
	C. Building Projects – Update (Attachments 13.c1-13.c5)	13.c		McCoy/Zinkgraf ^A

Central Oregon Community College

Board of Directors

NEW HIRE REPORT – February 2011

<u>Name</u>	<u>Date Hired</u>	<u>Job Title</u>
Classified Full-Time		
Gunnell, Christa	2/21/2011	HR Specialist
Starnes, Craig	2/20/2011	Custodian
Classified Part-Time		
Estrada, Nathanael	2/20/2011	Custodian
Non-Faculty Non-Benefitted		
Von Seggern, Fred	2/4/2011	Make Parenting a Pleasure
Temporary Hourly		
Mayernik, David	2/7/2011	ASCOCC Honorary Member
Millard, Kayla	2/1/2011	Childcare
Mueller, Sean	2/8/2011	ASCOCC Honorary Member
Watson, Siobhan	2/1/2011	Lab Assistant

Exhibit: 12.c
March 9, 2011
Approval____Yes____No
Motion_____

Central Oregon Community College

Board of Directors

RESOLUTION

Prepared by: Eric Buckles-Director of Human Resources

A. Action Under Consideration

Approve employment contract for **NANNETTE LYNN ROY**, Full-time Senior Business Systems Programmer.

B. Discussion/History

The employment contract for NANNETTE LYNN ROY is for an administrative position. This position was filled through an external Regional College search.

C. Options/Analysis

Approve the employment contract for NANNETTE LYNN ROY.
Decline approval of the employment contract for NANNETTE LYNN ROY

D. Timing

This position is appointed for a 12 month employment contract each fiscal year. For the 2010-11 fiscal year the initial employment contract period will be from March 28 through June 30, 2011. As with all other exempt employees, a new contract will be prepared for the next fiscal year that begins July 1.

E. Recommendation

Be it resolved that the Board of Directors of Central Oregon Community College hereby approves the employment contract for NANNETTE LYNN ROY.

F. Budget Impact

The salary conforms to the salary schedule approved by the Board.

G. Miscellaneous

Ms Roy is working on a degree in Computer Science from West Valley Junior College in California. Ms. Roy has been self employed since 1996 as an Oracle Programmer / Database Administrator. Also while consulting, she worked as an Oracle Programmer for Core Technology in California for six years as a subcontractor. She has 18 years of experience programming financial and manufacturing systems and working in a Linux/Unix operating system environment.

Exhibit: 12.c1
March 9, 2011
Approval _____ Yes _____ No
Motion _____

Central Oregon Community College
Board of Directors

RESOLUTION

Prepared by: Eric Buckles-Director of Human Resources

A. Action Under Consideration

Approve employment contract for **JOHN CHAVEZ**, Full-time Academic Advisor.

B. Discussion/History

The employment contract for JOHN CHAVEZ is for an administrative position. This position was filled through an external Regional College search.

C. Options/Analysis

Approve the employment contract for JOHN CHAVEZ.
Decline approval of the employment contract for JOHN CHAVEZ

D. Timing

This position is appointed for an 11 month employment contract each fiscal year. For the 2010-11 fiscal year the initial employment contract period will be from March 14 through June 30, 2011. As with all other exempt employees, a new contract will be prepared for the next fiscal year that begins July 1.

E. Recommendation

Be it resolved that the Board of Directors of Central Oregon Community College hereby approves the employment contract for JOHN CHAVEZ.

F. Budget Impact

The salary conforms to the salary schedule approved by the Board.

G. Miscellaneous

John Chavez earned an Associate of Arts degree from Chemeketa Community College and a Bachelor's degree in Sociology from Willamette University. For three years, he worked as a Student Support Specialist for the department of International Programs at Chemeketa. Prior to that, he was a volunteer social worker serving in Russia, the Philippines, and Brazil.

**CENTRAL OREGON COMMUNITY COLLEGE
BOARD OF DIRECTORS**

Resolution

Prepared by: Board Policy Review Committee

A. Issue

Second Reading on revision of Board Policy

- EL 4: Financial Condition
- EL 5: Asset Protection
- EL 6: Compensation and Benefits

B. Discussion/History/Changes

The Policy Review Committee with input from President Middleton and Kevin Kimball-CFO, have reviewed EL4, EL5 and EL6 for modifications and recommends the following modifications as a second reading.

EL 4: Financial Condition

Approved: March 9, 2011

With respect to the actual, ongoing condition of the organization's financial health, the president may not cause or allow the development of fiscal jeopardy Accordingly, he or she may not:

1. Expend more funds than have been budgeted and appropriated for in the fiscal year to date.
2. Indebt the organization in an amount greater than can be repaid by certain, otherwise unencumbered revenues within 60 days, except board-approved debt service and/or certificates of participation.
3. Use any Reserves that are not budgeted and appropriated for expenditure.
4. Allow deficit fund balances at the end of any fiscal year without a plan to eliminate those deficit balances.
5. Allow cash to drop below the amount needed to settle payroll and debts in a timely manner.
6. Allow tax payments or other government-ordered payments or filings to be overdue or inaccurately filed.
7. Allow actual allocations to deviate materially budget appropriations, from board priorities in Ends goals.

8. Contract with the College's independent auditors for nonaudit services without prior approval of the Board.
9. Fail to provide the following certifications to the Board upon the completion of an audit:
 - 1) He/she has reviewed the annual audit report;
 - 2) Based on his/her knowledge, the annual audit report does not contain any untrue statement of a material fact or omission of a material fact necessary in order to make the statements misleading;
 - 3) Based on his/her knowledge, the financial statements present in all material respects, the financial condition and results of operations.

In addition, the President may not operate without the following certifications from the CFO, Director of Fiscal Services and Accounting Manager:

- 1) He/she has reviewed the annual audit report;
 - 2) Based on his/her knowledge, the annual audit report does not contain any untrue statement of a material fact or omission of a material fact necessary in order to make the statement misleading;
 - 3) Based on his/her knowledge, the financial statements present in all material respects, the financial condition and results of operations.
10. Operate without establishing and maintaining an adequate internal control structure and procedures for financial reporting.

EL 5: Asset Protection

Approved: March 9, 2011

The president will not allow material, fiscal or human resource assets to be unprotected, inadequately maintained, nor unnecessarily risked.

Accordingly, he/she will not:

1. Fail to inform the board of misalignment among fiscal resources, staffing, and programmatic commitments for implementing college vision, mission and ends.
2. Fail to insure responsibly against theft and casualty and against liability losses to board members, staff or the organization itself.
3. Allow personnel access to material amounts of funds without purchasing a fidelity bond or providing equivalent coverage.
4. Allow maintenance schedule to go unreviewed at least annually.
5. Allow Unnecessarily expose the organization, its board or staff to claims of liability.
6. Make any purchase or commit the organization to any expenditure of greater than \$100,000.
7. Make any material purchase without complying with the Central Oregon Community College Rules of Procurement (CCRP) or the Oregon Revised Statutes and Oregon Administrative Rules (OAR). (The purchasing guidelines will automatically change with changes in CCRP,ORS and OAR purchasing statutes.)

8. Receive, process or disburse funds under controls which are insufficient to meet the board-appointed auditor's standards.
9. Invest or hold operating capital in investments in violations of Oregon law.
10. Acquire, encumber or dispose of real property.

EL 6: Compensation and Benefits

Revised: March 9, 2011

With respect to employment, compensation and benefits to employees, consultants, contract workers and volunteers, the president may not cause or allow jeopardy to fiscal integrity, public image, or program quality.

Accordingly, he or she may not:

1. Change his or her own compensation and benefits.
2. Promise or imply permanent or guaranteed employment.
3. Establish current compensation and benefits which:
 - A. Deviate materially from the geographic or professional market for the skills employed nor become uncompetitive on a total compensation basis (i.e. fall below the upper 1/3 of local, regional, or national salary/benefit ranges as appropriate to the position as determined by the College).
 - B. Create obligations over a term longer than can be covered by conservatively projected revenues, in no event longer than one year or the terms of board-approved collective bargaining contract, and in all events subject to losses of revenue.
 - C. Are instituted without prior monitoring of these provisions.
4. Establish deferred or long term compensation and benefits which:
 - A. Cause unfunded liabilities to occur or in any way commit the organization to benefits which incur unpredictable future costs.
 - B. Provide less than some basic level of benefits to all eligible full time employees, though differential benefits to encourage retention of key employees are not prohibited.
 - C. Allow any employee to lose benefits already accrued from any foregoing plan.
 - D. Are instituted without prior monitoring of these provisions.

C. Options

1. Approve the wording revision recommendation as a second reading.
2. Do Not approve the wording revision recommendation as a second reading.

D. Recommendation

Be It Resolved that the Board of Directors of Central Oregon Community College does hereby approve the second reading revisions for EL4: Financial Condition; EL5: Asset Protection and EL6: Compensation and Benefits (Exhibit: 12.g).

**CENTRAL OREGON COMMUNITY COLLEGE
BOARD OF DIRECTORS**

Resolution

Prepared by: Policy Review Committee

A. Issue

Second Reading on revision of Vision Concept Paper

- Vision Concept Paper
- General Considerations Guiding COCC's Development in the Next Ten Years
- Service
- Community Relationships
- Community Diversity and Well-Being
- The College Community Environment
- Funding Growth

B. Discussion/History/Changes

Vision Concept Paper

The Vision Concept Paper was developed in November 2003 and substantially revised in May 2005. Most recently, it was reviewed at the fall 2010 Board Retreat where several minor revisions were proposed. The substance of this proposal is included in the first reading.

The Vision Concept Paper embodies institutional aspirations and seeks to answer the question, "What would COCC look like if the college were able to achieve Board End Goals and priorities."

The Vision Concept Paper developed by the Board of Directors, complements and supports Central Oregon Community College's [Mission and Vision](#) Statement with broad guidelines that direct the management of COCC and its relations with others.

This document is not intended as a promise or guarantee, but a summary of what the College hopes to achieve.

General Considerations Guiding COCC's Development in the Next Ten Years

Central Oregon Community College is dedicated to serving students by providing opportunities for individual learners to grow. The College will continue its primary focus on serving adult learners in its traditional community college programs: associate degree and transfer programs; applied degrees and certificates; adult basic and developmental

education; and a wide range of community education offerings on a cost recovery basis. Since the needs of businesses, public sector organizations and the workforce are changing more rapidly than ever, COCC will respond with expanded programs for business and service sector training and workforce development. The global nature of business, issues and events provides an obligation for the College to develop an international perspective. Further, COCC will closely monitor changing conditions and growth in the communities it serves, and remain well-informed regarding their evolving educational needs. All College operations will demonstrate a continuing commitment to listening and reflecting the views of citizens within its service district.

COCC is committed to focusing on clear goals, to assessing evidence of progress toward achieving those goals, and adjusting programs and services based on documented outcomes.

Service

COCC will be a hub for lifelong learning and professional development in Central Oregon. It will maintain and enhance its position by taking an active role in attending to students' educational needs and striving constantly to promote students' success.

All COCC programs will aim to expand the reach of lifelong learning opportunities throughout the district, and promote universal access to education based on an open-door admissions policy. Programs will assist students in developing the skill levels needed to succeed in an international labor marketplace.

Recognizing that educational progress will differ for each individual learner, COCC remains committed to providing educational opportunities for adult learners at all levels of skill and knowledge, according to the individual's ability to benefit from instruction. Adult basic education and other remedial and developmental services for adults will remain important parts of COCC programs.

In support of its emphasis on training for family wage jobs, a major part of new COCC programs will involve developing training programs for businesses and other entities. These training activities will support regional business efforts to remain on the leading edge of their industries through better educated employees who are equipped to meet their employment and career goals.

To support delivery of programs, COCC will make innovative use of distance education technologies; provide referrals to others' programs; and broker programs more appropriately provided by others. The College will create linkages and partnerships at multiple levels, including: local, state, regional, national and international.

COCC is committed to long-range progress to broaden opportunities for learning and economic development throughout the District. In the next five years, the College will expand learning opportunities beyond Bend, where significant growth in demand for education is anticipated. The College will use a combination of online instruction, new facility construction and facilities shared with community partners, staffing, and coordinated scheduling of programs and services to maximize opportunity and efficiency. Progress in specific communities will be shaped by (a) cost effectiveness of potential initiatives, (b) focused grants, financial contributions, and community partner support for construction and

operational expenses, and (c) demand and opportunities for programs and services targeted to meet specific localized needs.

Community Relationships

COCC will participate fully in open, inclusive communication and collaboration efforts throughout the district. This includes creating high levels of awareness and visibility for COCC programs and services. It also means creating meaningful and effective working relationships with business, government and education partners, and keeping information and ideas flowing between COCC, the media, legislators and community leaders.

COCC will develop effective college-business partnerships for workforce training and participate with many partners in other economic development efforts, as we work together toward making Central Oregon an effective competitor in the global economy.

The College recognizes that education beyond high school is increasingly important for the personal and economic vitality of individuals and communities. Accordingly, the College will collaborate with regional school districts to inspire high aspirations in students, to provide options for achieving college credit for students while in high school, to develop articulated instructional programming and assessment that facilitates student's transition to college education, and to support positive working relations between college and school faculty and staff.

COCC will constructively participate in, encourage, and support inter-institutional cooperation to expand higher education offerings in Central Oregon. To this end, the college will encourage the efforts of higher education providers [Oregon State University – Cascades Campus](#), to deliver a broad array of degrees. COCC will serve as an advocate for expanding higher education opportunities throughout Central Oregon.

With the goal of ensuring that Central Oregon students have a local opportunity to continue their education beyond COCC, COCC is committed to close articulation of our courses, programs and service with Oregon State University – Cascades and with other institutions which may bring complementary bachelor degree opportunities to COCC students.

Community Diversity and Well-Being

COCC's focus on students and educational programs provides unique opportunities for the College to be an important social, cultural and leadership resource in the communities it serves. COCC embraces these opportunities – on its own and in partnership with others.

COCC will reduce or remove barriers which might limit educational opportunities for any group of individuals within our service district. The community college will actively move toward diversity. In order to implement this commitment, COCC will: increase its understanding of the challenges and opportunities involved in serving a diverse population; handle diversity issues with sensitivity and awareness of local/district interests and attitudes; model awareness and appreciation of diversity within our organization; and encourage dialogue and collaboration across all lines of difference within our communities. Through its own programs and through partnering with other community groups, COCC will contribute to the well-being of the community through its efforts to promote community-wide health and wellness; to provide, support and encourage cultural programming events, including fine arts and the performing arts; assist in the conservation of Central Oregon's

natural resources; assist in the development of global perspectives; and prepare students to be educated, effective participants in the democratic process.

The College Community Environment

While academic development remains the primary focus on the institution, COCC recognizes that broader elements contribute to a positive learning environment. Therefore, COCC is committed to developing a vital campus environment which welcomes and supports students. Specifically, COCC will develop a campus center to strengthen campus services and student activities. Additionally, the college will explore options to expand cost effective student housing opportunities to serve district students, out-of-district Oregon students, and out-of-state students. Expanded campus housing can be a strategic investment to support the college fiscally, create a more vibrant campus environment, and expand the diversity of the college.

Funding and Growth

The impact of State funding to COCC has shifted significantly from a decade ago when the State provided one-third or more of COCC's revenue. As of 2010-11, the State is providing approximately ten to twelve percent of COCC's revenue. Additionally, funding for enrollment growth is likely to be curtailed over at least the next two to four years. COCC must recognize that, in most cases, fiscally viable future growth may depend heavily on tuition, fees and alternative funding. The college must carefully weigh the competing demands of (1) sufficient revenue to continue expanding educational access with (2) the desire to keep education affordable for students, (3) the resources required to provide a quality educational experience. Therefore, maintaining quality and supporting program growth will increasingly require advocacy to maintain responsible public funding, entrepreneurially-generated resources, and differential fees for those benefitting from specific programs and services. To support its mission and goals, the College will diversify and expand its resource base by identifying and developing alternative funding sources.

In addition, COCC will demonstrate its effective stewardship of public funds and its awareness of resource limits, by making deliberate choices among alternatives that support COCC's mission, matching funding levels to demonstrated program needs and emphasizing program evaluations based on demonstrated service levels to students.

C. Options

1. Approve the second reading recommendations.
2. Do Not approve the second reading recommendations.

D. Recommendation

Be It Resolved that the Board of Directors of Central Oregon Community College does hereby approve the second reading revisions for Vision Concept Paper (Exhibit: 12.h).

Central Oregon Community College
Monthly Budget Status

Highlights of January 2011 Financial Statements

Prepared by: Lisa Bloyer-Accounting Director

Cash and Investments

The College's operating cash balances are currently \$31 million. The January average yield for the Local Government Investment Pool remains unchanged at .50 percent.

The investments of \$32.9 million represent proceeds from the sale of the general obligation bonds, which will yield an average of .55% over the 18-month period. \$8 million of bond proceeds are invested in the Local Government Investment Pool. The bond proceeds held in cash and investments total \$40.9 million as of the end of January. Construction expenditures are currently about \$1 million per month.

General Fund Revenues

The College received the third state aid payment of \$968,000 bringing total state revenues to \$2.4 million.

General Fund Expenses

The expenses include all approved inter-fund transfers for the fiscal year.

Budget Compliance

All appropriation categories are within budget.

Central Oregon Community College

Exhibit: 13.a
9-Mar-11

Cash and Investments Report
As of January 31, 2011

College Portfolio

Cash in State Investment Pool

Pool account 4089	\$30,408,524.03
Pool account 5482	\$332,514.07
Pool account 3624	\$390,237.41
Pool account 3707	\$1,312.42
Pool account 3816	\$8,065,816.55

January Average Yield .50%

Cash in USNB \$651,418.62

Cash on hand \$3,900.00

Total Cash \$39,853,723.10

Investments

Fannie Mae:

Yield .4048%, due 4-28-11	\$2,520,825.00
Yield .4271%, due 5-16-11	\$1,494,190.00
Yield .5062%, due 8-15-11	\$3,107,910.00

Federal Farm Credit Bank:

Yield .4500%, due 7-18-11	\$2,843,532.00
Yield .5381%, due 9-30-11	\$4,000,600.00
Yield .5587%, due 10-28-11	\$4,000,600.00

Federal Home Loan Bank:

Yield .4698%, due 6-22-11	\$3,001,200.00
Yield .6397%, due 11-21-11	\$3,505,460.00
Yield .6752%, due 12-1-11	\$5,009,000.00

General Electric

Yield .6600%, due 3-15-11	<u>\$3,482,675.00</u>
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Total Investments \$32,965,992.00

Total Cash and Investments \$72,819,715.10

Central Oregon Community College
Monthly Budget Status
January 2011

Exhibit: 13.a
09-Mar-11

<u>General Fund</u>	<u>Adopted Budget</u>	<u>Year to Date Activity</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Percent of Budget</u>	<u>Percent of Prior Year Budget</u>
Revenues					
District Property Taxes:					
Current Taxes	\$ 11,751,000	\$ 10,422,121	\$ (1,328,879)	88.69%	88.94%
Prior Taxes	766,000	596,995	(169,005)	77.94%	85.83%
Tuition and fees	16,038,000	11,240,771	(4,797,229)	70.09%	70.40%
State Aid	4,236,000	2,428,896	(1,807,104)	57.34%	84.32%
Interest & Misc. Income	125,000	33,944	(91,056)	27.16%	7.07%
Transfer-In	350,000	350,000	-	100.00%	44.09%
Total Revenues	\$ 33,266,000	\$ 25,072,727	\$ (8,193,273)		
Expenses by Function					
Instruction	\$ 15,377,975	\$ 7,522,531	\$ 7,855,444	48.92%	48.72%
Academic Support	2,773,829	1,167,921	1,605,908	42.11%	41.88%
Student Services	3,576,270	1,771,110	1,805,160	49.52%	54.08%
College Support	4,165,525	2,537,648	1,627,877	60.92%	59.09%
Plant Operations and Maintenance	3,122,200	1,610,000	1,512,200	51.57%	52.70%
Information Technology	2,417,639	1,296,663	1,120,976	53.63%	58.04%
Financial Aid	11,954	5,638	6,316	47.16%	84.83%
Contingency	800,000	-	800,000	0.00%	0.00%
Transfers Out	2,727,952	2,727,952	-	100.00%	100.00%
Total Expenses	\$ 34,973,344	\$ 18,639,463	\$ 16,333,881		
Revenues Over/(Under) Expenses	\$ (1,707,344)	\$ 6,433,264	\$ 8,140,608		

Central Oregon Community College
Monthly Budget Status
January 2011

9-Mar-11

<u>Other funds:</u>	<u>Adopted Budget</u>	<u>Year to Date Activity</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Percent of Budget</u>	<u>Percent of Prior Year Budget</u>
Debt Service Fund					
Revenues	\$ 4,047,839	\$ 3,222,379	\$ (825,460)	79.61%	77.48%
Expenses	3,978,617	2,106,423	1,872,194	52.94%	71.26%
Revenues Over/(Under) Expenses	\$ 69,222	\$ 1,115,956	\$ 1,046,734		
Grants and Contracts Fund					
Revenues	\$ 2,011,315	\$ 640,646	\$ (1,370,669)	31.85%	25.29%
Expenses	2,110,055	773,727	1,336,328	36.67%	35.31%
Revenues Over/(Under) Expenses	\$ (98,740)	\$ (133,081)	\$ (34,341)		
Capital Projects Fund					
Revenues	\$ 28,007,480	\$ 6,255,249	\$ (21,752,231)	22.33%	57.98%
Expenses	54,468,396	12,701,803	41,766,593	23.32%	40.51%
Revenues Over/(Under) Expenses	\$ (26,460,916)	\$ (6,446,554)	\$ 20,014,362		
Enterprise Fund					
Revenues	\$ 5,487,767	\$ 3,219,865	\$ (2,267,902)	58.67%	65.18%
Expenses	5,157,091	2,724,894	2,432,197	52.84%	63.86%
Revenues Over/(Under) Expenses	\$ 330,676	\$ 494,971	\$ 164,295		
Auxiliary Fund					
Revenues	\$ 6,877,702	\$ 5,058,007	\$ (1,819,695)	73.54%	58.88%
Expenses	6,458,307	3,454,249	3,004,058	53.49%	57.15%
Revenues Over/(Under) Expenses	\$ 419,395	\$ 1,603,758	\$ 1,184,363		
Reserve Fund					
Revenues	\$ 39,028	\$ -	\$ (39,028)	0.00%	0.00%
Expenses	175,000	79,637	95,363	45.51%	44.43%
Revenues Over/(Under) Expenses	\$ (135,972)	\$ (79,637)	\$ 56,335		
Financial Aid Fund					
Revenues	\$ 19,595,901	\$ 11,848,553	\$ (7,747,348)	60.46%	63.07%
Expenses	19,636,398	12,120,435	7,515,963	61.72%	65.60%
Revenues Over/(Under) Expenses	\$ (40,497)	\$ (271,882)	\$ (231,385)		
Internal Service Fund					
Revenues	\$ 426,890	\$ 179,245	\$ (247,645)	41.99%	64.91%
Expenses	390,047	154,746	235,301	39.67%	45.27%
Revenues Over/(Under) Expenses	\$ 36,843	\$ 24,499	\$ (12,344)		
Trust and Agency Fund					
Revenues	\$ 5,925	\$ 1,146	\$ (4,779)	19.34%	21.98%
Expenses	17,500	7,292	10,208	41.67%	20.96%
Revenues Over/(Under) Expenses	\$ (11,575)	\$ (6,146)	\$ 5,429		

Institutional Effectiveness at COCC | 2009 - 2011

BOARD PRIORITY

Access and Success – Strengthen student and community access to educational opportunity and success

METHOD

By continuing progress in partnerships with Regional Employers

MEASUREMENT

- ✓ **Developing Credit Programs to Address Local Industry Needs**
- ✓ **Regional Employers Supporting Student Learning**
- ✓ **Addressing Business & Professional Development Needs through Continuing Education**

TARGET

Targets are emerging through the Institutional Strategic/Comprehensive Planning and Instructional Planning efforts and will be incorporated into the Institutional Effectiveness reports as they develop.

COCC STRATEGY & PROGRESS

To achieve targeted progress with student access and success, the Board believes that strategic partnerships are increasingly important. COCC continues to build and strengthen partnerships with regional employers through developing programs and services to address industry need – in both credit and non-credit offerings – as well as involving regional employers in the design and evaluation of programs in an effort to remain responsive to changing industry demands.

✓ Developing Credit Programs to Address Local Industry Needs

In connection with Central Oregon industries, the College researched appropriate certificate and degree programs to be offered at the **Redmond Technology Education Center** (target opening fall 2013). After meeting with industry representatives, reviewing program costs and alignment with COCC's mission, and determining the potential career opportunities for graduates, a list of degree/course options was developed and shared with the COCC Board of Directors at the January 2011 meeting:

- **Non-Destructive Testing/Inspection** – Associate of Applied Science Degree program
- **Center for Entrepreneurial Excellence and Development (CEED)** – Entrepreneurial Studies program
- **Computer Graphics/Graphic Design** – offer courses that enhance current non-credit programming
- **Sustainability** – Green Technician certificate program and articulate with OSU-Cascades Energy Engineering Management degree

Winter 2010, the College launched a three-term **Pharmacy Technician program** that incorporates distance learning as well as practical internship experience in local retail and hospital pharmacies. The program prepares students to take the national certification examination required in Oregon for employment in a pharmacy setting. Twenty-three students started the program winter 2010 and 11 completed the certificate by summer 2010 (47%). Students did not complete for a variety of reasons – moved to other programs, lost financial aid, still working on general education requirements, etc.

Winter 2011, the program is once again full with 24 students. To support student learning, tutoring sessions will be added for specific courses and a required lab will be split to allow more student to instructor interaction. The program is also in the process of developing a student selection process instead of a first come, first serve approach and plans to follow-up with program completers to track certification exam pass-rates and future success at securing employment in the field.

✓ **Regional Employers Supporting Student Learning**

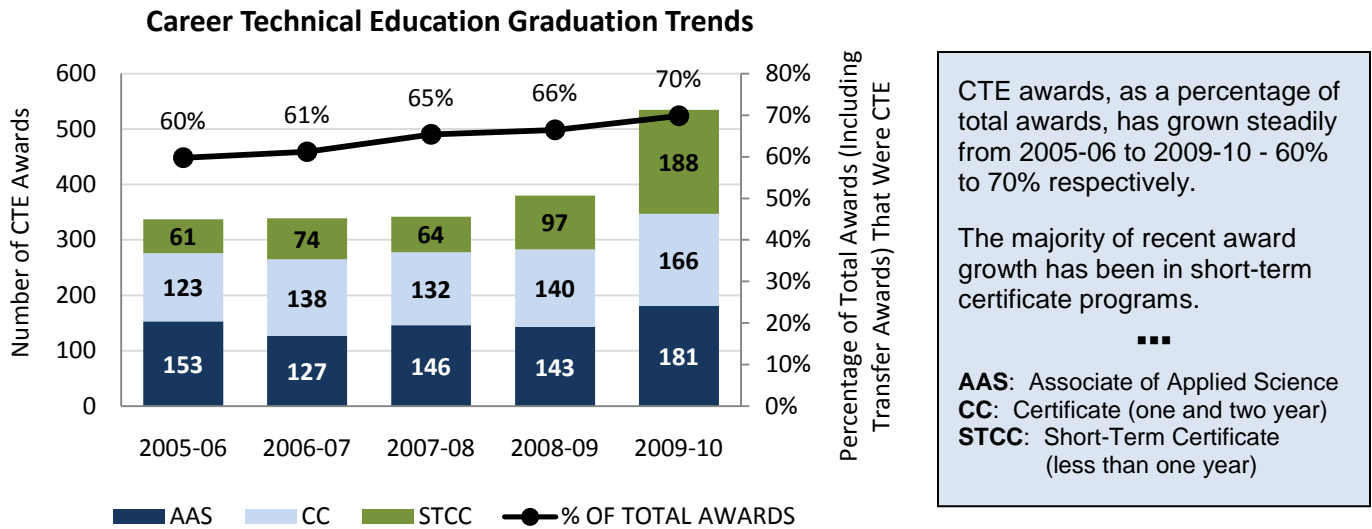
All COCC Career Technical Education credit programs are required to have an **advisory committee made up of local and/or regional employers**. The advisory committees assist with program design and evaluation, community networking, student recruitment, legislative advocacy, fundraising, and acquiring equipment donations. These activities aid tremendously in the College’s ability to provide a quality learning experience for students.

All COCC CTE programs are currently engaged in **program level assessment**, which involves – as a first step – the articulation of program specific student learning outcomes. In other words, what do we want a student to know and be able to do after completing a program. The programs work with their advisory committees and industry standards to establish the program specific outcomes. Visit [Instructional: Program Assessment](#) for a current listing. From there, methods of measuring student learning in relation to the outcomes are established. Both direct and indirect measures are used.

Direct measures of student learning seek to include pre/post-testing, evaluation of projects and student portfolios. The CTE programs are working to develop these measures.

Indirect measures of student learning seek to include retention/graduation trends, licensure pass rates, job placement data and feedback received from students, graduates and employers – usually through surveys and/or focus groups. **CTE graduation trends** information provided below and available in greater detail in the [COCC Completions Report](#)

Job placement data and constituent feedback information continues to be problematic as it is not systematically collected and analyzed across all programs. The College is working to address this need.



Once data is collected, the advisory committee works with the program to analyze the information and consider appropriate program changes which could include adapting program outcomes, implementing curriculum changes and/or acquiring additional resources for the program.

To further aid student learning in CTE programs, COCC is in the process of applying for a **Trade Adjustment Act Community College and Career Training Grant**. The College proposes leading a consortium of multiple Oregon community colleges in expanding, at COCC and elsewhere in the state, work with developmental math redesign, and to tie the concept and results directly to specific industries, CTE programs and regional employers. Grant applications are due by April 21, 2011.

✓ **Addressing Business & Professional Development Needs through Continuing Education**

COCC also addresses area business and professional development needs through Continuing Education and the work of COCC’s **Small Business Development Center (SBDC)** and **Business & Professional Development**.

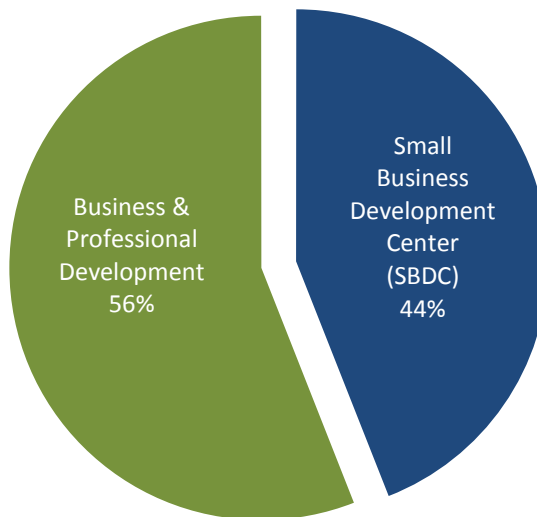
Small Business Development Center

COCC’s Small Business Development Center (SBDC) supports local entrepreneurs in creating, growing and running a successful business. Strategies and practical skills necessary to create, operate and/or expand a successful business are provided through one-on-one counseling and training workshops.

In 2009-10, 354 clients utilized SBDC counseling services and 800 people attended one or more of the 60 training events.

The SBDC is a member of the Oregon Small Business Development Center Network (OSBDCN), which consists of 19 centers statewide, and is part of a national network serving over 500,000 small businesses annually.

COCC Serving Business Community through Continuing Education
Based on 2009-10 Client Activity



For businesses of one-year or more ready to further their professional development, the SBDC offers the **Small Business Management Program (SBMP)**. It is a year-long program consisting of monthly one-on-one advising and classroom sessions with the option for businesses to return for a second year.

2010 Small Business Management Program Participants

BEND

- | | | |
|-----------------------|-----------------------------------|----------------------|
| Wahoo Films | ARC Point | Sunset Plumbing |
| TNT Aviation | Deschutes Construction Corp. | El Burrito |
| Paul The Computer Guy | Mountain View Acupuncture | Running Tree |
| Pine Mountain Sports | Jerry’s Outdoor Power | ServPro |
| Minuteman Press | Cascade Integration & Development | All Occasion Flowers |
| COLM Commercial | VocalBooth | |

REDMOND

- Happy Tales
- Di Lusso Coffee
- Redmond Metal Finishing

SISTERS

- Angeline’s Bakery
- Marshall Electric

CULVER

- Zook Homes

SUNRIVER

- Bennington Properties

Institutional Effectiveness at COCC | 2009 - 2011

In 2010, with grants from Partnership to End Poverty and the Oregon Community Foundation, COCC hired a local part-time Latino Business Advisor. The College also provided, with assistance from Network project funds, special services to support local business owners - web development and QuickBooks assistance.

In 2011, COCC will be hiring a part-time Economic Gardening Advisor. The College also has the opportunity, through a Community Development Block Grant, to partner with the cities of Sisters and Redmond to provide business education programs for new entrepreneurs.

Business & Professional Development

Business and Professional Development at COCC includes both a **Customized Training Program** and **Professional Development** opportunities. In 2009-10, 122 workshops and trainings were attended by 1,439 people. The goal is to increase business partnerships through Business & Professional Development by 10% each year through 2012-13.

COCC's Customized Training Program provides training uniquely tailored to the needs of each business. Local government, banks, manufacturing and construction companies, and others contract with COCC to deliver a variety of employee training programs ranging from workplace safety to advanced technology. Client companies establish time, place, budget and outcomes and COCC - using expert staff from throughout the State – creates a customized training program to meet their needs.

Current clients include *Deschutes County, Bendbroadband, River Bend Limited Partnership, Altrec, Bend Memorial Clinic, Mountain View District Hospital, City of Redmond/Redmond Firefighters Association, Bend Research, GL Solutions, Deschutes Brewery, Heart of Oregon Corp, Medisiss and the City of Bend.*

Professional Development at COCC, in collaboration with regional employers, provides short-term job and skill training. Professional training seminars and workshops - complementing COCC's credit programs – support local professional growth and include: Certified Nursing Assistant Acute Care, Tax Preparation, Bookkeeping, Nutritional Therapy, Graphic and Web Design, Yoga Teacher Training, Spanish Healthcare Interpreter, Community Health Worker, Home Energy Analyst, and Sustainable Building Advisor. Continuing Education opportunities are also available for professionals in landscape, health care, bioscience, project management, nonprofit, construction, and massage therapy... to name a few.

Fall 2007, the College began offering events that featured national speakers. The first offering was the *Disney Management Institute* with 230 business people attending the full-day program. The 2008 half-day session attracted 195 attendees. The October, 2010 Industry Month event 'Managing to Win' attracted 100 participants and was sponsored by several local businesses and organizations.

Recent expansion in Professional Development offerings has included an emphasis on renewable energy industry trainings (LEED exam preparation and home energy analyst/duct sealing) and skills for careers in the health care industry (professional development for physical therapists and community health workers and non-credit CNA I and II training).

WHAT NEEDS TO BE DONE

As new and renovated COCC buildings are developed, continue to partner with regional employers to inform the process and create instructional space conducive to student learning in the various programs.

As people continue to face job challenges or layoffs due to the economy, many will choose to return to school to improve their skills or retrain for new careers. The academic instruction and support services required for returning students differ, in most cases, from traditional first-time college students. Resources will be needed to best support this population and ensure they are better equipped to re-enter the workforce as the economy improves.

As CTE programs develop methods for measuring student learning (direct and indirect), staff time and resources will be required. In support of accountability efforts – to students and outside entities – the College will need to begin to collect information on student employment post-graduation. This information will be difficult to gather but will prove beneficial in better understanding how well the College is actually preparing students for employment.

FACTORS AFFECTING RESULTS/PROGRESS

As outlined above, the economy will continue to influence the type of students seeking higher education at COCC both in the form of non-traditional students returning to school to be retrained and traditional students choosing a more affordable two-year school to begin their higher education career.

Depending on the outcome of the possible *Trade Adjustment Act Community College and Career Training Grant*, the work to associate the redesigned math concept to industry specific math requirements may proceed faster (with the grant) than without.

ABOUT THE DATA

The chart information provided on page 2 was provided by Chris Egertson, Research Analyst. The full report was coordinated and prepared by Brynn Pierce, Institutional Research.

Contributions to the narrative supplied by Carol Moorehead, Dean of Continuing Education and Extended Learning, Beth Wickham, Director of Continuing Education and Business Development Center, Michael Holtzclaw, Instructional Dean and Joe Hussion Pharmacy Technician Program Director.

For more information, contact the Institutional Research office – ir@cocc.edu

**CENTRAL OREGON COMMUNITY COLLEGE
BOARD OF DIRECTORS**

INFORMATION ITEM

Prepared by: Matthew McCoy-Vice President for Administration

A. Issue

Building Projects Summary

B. Discussion/History

The College currently has seven major building projects in process. Summaries of the projects will be provided to the Board on monthly basis. The February Status Reports are attached.

1. Culinary Building – February Status Report

Scope

COCC will construct a new teaching facility for its culinary instructional program – the Cascade Culinary Institute (CCI). The building will house culinary instructional facilities and a dining lab/restaurant which will be open to the public. The building will be 15,205 sq. ft. in size and will support significant expansion professional training as well as “amateur” courses for community members. The facility will house three kitchens, two multipurpose and one baking kitchen. The curriculum will include a basic core curriculum with cooking or baking options and specialized programs in Sports and Health Nutrition or Sustainable Food Management.

Budget Status

Project within budget.

Change Order Activity

Seven Change orders, totaling \$28,843.00, have been approved to date. \$23,932.00 of which is for the Campus Village Infrastructure Project and \$4,911.00 for the Culinary Building. The College has approved four Additional Services Requests from YGH Architects totaling \$128,920.00; a majority of which (~75%) is related to the Campus Village project infrastructure and reimbursable to the College from rental proceeds over the duration of the Campus Village development project. The remainder of the amount is for the Culinary Building.

Schedule Status

The schedule has slipped due to permit changes, underground waste re-design, late start, and weather. New finish date is now anticipated to be in early

Activity This Month

Sewer testing completed,
Site storm drain trenching/install began site lighting,
Continued wood framing
Formed/poured/striped footings and stem walls in service yard
Mechanical rough-in began.
HVAC rough-in began

Activity Next Month

Continue wood framing, form/pour/strip site light poles, Set Glu Lams, Set SIPS Panels, continue Mechanical room rough-in, and continue HVAC rough-in.

COCC Stake Holder Group

Jim Middleton - COCC President
Diana Glenn – Instructional Dean
Julian Darwin – Culinary Faculty
Jeff Floyd – Construction IT Specialist
Julie Mosier – Purchasing Coordinator

Gene Zinkgraf – COCC Project Manager

Culinary Building – February Status Report

Contractor

HSW Builders
730 SW Bonnett Way, Suite 3000
Bend, Oregon 97702

Bret Matteis	-	General Manager
Ron Edgerton	-	Vice President
Rob Kelleher	-	Project Manager
Rob Ring	-	Superintendent

Design Team

Yost Grube Hall Architecture
Pinnacle Architecture
Kpff Consulting Engineers
WHPacific Engineering

Sparling Engineering
Mark Day and Associates
Food Facilities Concepts, Inc.
Mazzetti Nash Lipsey Burch Engineering

Special Inspectors

Special testing

FEI Testing & Inspections Inc.
Bend, Oregon

Commissioning

Heery International
Portland ,Oregon

Health Careers Building – February, 2011 Update

Scope

New laboratories for the Health Careers and Nursing Departments and five new general-purpose classrooms.

Approximately 48,000 SF of new space.

Budget Status

Latest budget update prepared in January 2011. An all-inclusive cost of \$16.66 million was estimated. Modest increase stems primarily from bond issuance costs being added to the budget. Previously, this was not a cost of the project.

Change Order Activity

One Potential Change Order (PCO) has been submitted for low voltage work near the southwest corner of the building site. Owner has discussed with Contractor. Waiting for revised PCO.

Time and materials change for creating a loop road in the Newberry Hall Parking lot has been authorized.

A Contractor Change Directive (CCD) for an underground electrical line and data lines near the northeast corner of the building was issued. This CCD relates to what was an unknown condition at the time of bid.

College has requested and is awaiting a change order for a gravel path running from College Way to the Metolius Parking Lot on the south side of the loop road.

Schedule Status

Project is projected to be completed in March/April 2012.

Contractor has submitted a preliminary schedule.

Contractor will submit a project schedule on the Critical Path Method (CPM) format the week of February 7.

Recent Activity

On Saturday, January 22, electrical power and data running from Pioneer Hall to Newberry Hall was rerouted from its present location, which is directly adjacent to the northeast building footprint to a new location outside the work area. Work was successful with minimal impact to the campus.

During the week of January 24, the following work was completed:

- Open trenches containing utility lines were filled and vaults closed.

Health Careers Building – February, 2011 Update

- Mass excavation was completed; specifically the northeast corner of the site where utilities were rerouted.
- Electrical line from Newberry Hall to parking lot was installed to provide power to job trailers and parking lot lights.
- Elevator jack hole was drilled.

Activity This Month

On February 2, one lane of College Way was closed to access the City of Bend sewer line. This new sewer line connects both the Health Careers Building and Newberry Hall to city sewer. Work was completed and sewer pump station is off-line. The sewer pump station will be removed the week of February 7.

Building permit was obtained on February 2.

Over the next five weeks, building footings will be formed and poured.

A new electrical line will be established from an area near the Barber Library to the area where the Health Careers Building transformer pad will be located near the southeast corner of Newberry Hall. This work will re-establish an electrical loop system to the campus. This loop work is scheduled completed in March, over Spring Break.

Health Careers Building – February, 2011 Update

Project Participants

COCC Stakeholder Group

Mary Jeanne Kuhar - Instructional Dean
Michael Holtzclaw - Instructional Dean
Deb Davies - Faculty, Dental Assisting
Jane Morrow - Faculty, Nursing
Gene Zinkgraf - Director of Construction
Jim Jones - Project Manager
Rich Brecke - Project Manager
Jeff Floyd - Construction IT Specialist
Julie Mosier - Purchasing Coordinator

Design Team

Mark Stoller - Yost Grube Hall Architects
Jonathan Bolcher - Yost Grube Hall Architects
Steve Neiger - Yost Grube Hall Architects
Mark Rossi - Pinnacle Architecture
Ron Hand - WH Pacific
Mark Peckover - Sparling Engineering
Amy Jarvis - M+NLB Engineering

Contractor Group

Bret Matteis - HSW General Manager
Rob Ring - HSW Superintendent
Rob Kelleher - HSW Sr. Project Manager
Brian Powell - HSW Project Manager

Madras Campus Building – February 2011 Update

Scope

The building consists of approximately 10,100 square feet of classroom, administrative, office, 2 dedicated classrooms, 1 classroom/computer lab, 1 Community/Classroom with 100 person capacity, and a 1,000sf mechanical/electrical/storage basement. Also included are parking facilities for approximately 100 cars and all site improvements needed to support the building.

Budget Status

The project was awarded to Kirby Nagelhout Construction Company (KNCC) for \$2,048,000. A construction contingency of \$204,800 is being carried for construction changes and unknown conditions. Permitting costs exceeded the estimates given by the City; however reductions to Utility extension costs will balance that overage.

Change Order Activity

WHPacific added costs to prepare easements and to solve the storm water requirements that the City of Madras is imposing.

KNCC is preparing a proposal for the permitting changes to the plans.

At the college's request Steele and Associates has proposed adding 7 additional trips to the site to ensure that they are present at least 4 times each month on the project site.

Schedule Status

KNCC was awarded the project on 2/3/11 and work started on 2/14/11. KNCC is preparing a detailed project schedule and has submitted their initial preliminary schedule. They are currently keeping pace with their schedule and have not experienced a delay.

Recent Activity

KNCC commenced work on 2/14/11. The site has been cleared and is being brought to rough grade. The site trailer was delivered the week of 2/21, and will take a week or two to be set up and ready for occupancy. Structural backfill commenced and footings will follow.

Madras Campus Building – February 2011 Update

Activity Next Month

The ground breaking ceremony is tentatively being scheduled for the week of March 21, 2011 at the site. Footings will continue and the site will be brought to sub-grade and the parking areas capped with gravel. Stem-walls will commence. Site utilities will be installed.

Schedule

Construction started 2/14/11. The building remains on target for an opening in Fall Quarter of 2011.

Project Participants

COCC Stakeholder Group

Carol Moorehead - Dean of Continuing Education
Matt McCoy - VP of Administration
Rich Brecke - Project Manager
Jeff Floyd - Construction IT Specialist
Julie Mosier - Purchasing Coordinator

Construction Team

Mike Taylor (General Manager) - KNCC
Chris Pahl (Project Manager) - KNCC
Alec Hansen (Project Super.) - KNCC

Design Team

Scott Steele - Steel Associates Architects
Jeff Wellman - Steel Associates Architects
Steve Olson - Steel Associates Architects
Emily Struck - Steele Associates Architects
Ron Hand - WH Pacific (Civil)
Fred Kroon - WH Pacific (Civil)
Douglas Schwarz - Froelich Consulting Engineers (S)
Rob Matteson - Interface Engineering (MEP)

Mazama Classroom Addition – February Status Report

Scope

Five new general use classrooms, offices, and support space. Fire Sprinkler system and Fire Alarm and Detection System extended into new and existing Mazama spaces.

9,654 SF of new space

Budget Status

Project within budget.

Change Order Activity

Resolved:

PCO's #46 (Framing overtime), #50 (Framing changes), #57 (Mansard 1hour rating), #64 (unforeseen floor prep), #69 (cartridge filter credit), #73 (drywall over vinyl walls at existing hallway), #80 (after hours inspection for egress lighting), #82 (Landscape Bond), #83 (Boiler Flue Relocation), #84 (PRV addition), #85 (Added window at Math Labs), and #90 (ceiling T's). Total cost of these PCO's is \$20,851

Outstanding:

#74 (landscaping changes due to added bike racks and grading), #81 (VCT/Carpet changes), and #92 (stair grab rail height change) are under review and represent the remaining change order items to be resolved. These PCO's are expected to result in a net credit to the College.

Schedule Status

Project complete and operational. Landscaping and concrete sandblasting remaining work items to complete.

Activity This Month

Minor punchlist work.

Operation and Maintenance Manual submission.

Activity Next Month

Owner Trainings.

Final Change Order resolution.

Final Payment.

Budget

Project is being completed within budget.

Mazama Classroom Addition – February Status Report

Project Participants

COCC Stakeholder Group

Diana Glenn - Instructional Dean
Carol Moorehead - Dean of Continuing Education & Extended Learning
Margaret Peterson - Chair of Health and Human Performance
Michael Fisher - Natural Resources Faculty
Dan Cecchini - Director of IT
Jeff Floyd - Construction IT Specialist
Gary Kontich - Networking Specialist
Bruce Thompson - Telecommunications Specialist
Julie Mosier - Procurement Manager

Design Team

Don Stevens - Barber Barrett Turner Architects
Kevin Shaver - Barber Barrett Turner Architects
Keith D'Agostino - D'Agostino Parker Civil Engineers
Doug Schwarz - Froelich Consulting Engineers
Laura Breit - R&W Engineering, Mechanical Division
Dennis Hall - R&W Engineering, Electrical Division
David Olsen - Harper Houf Petersen Righellis (Landscape Architecture)

Contractor

HSW Builders
730 SW Bonnett Way, Suite 3000
Bend, Oregon 97702
O 541-388-9898
F 541-388-2898

Bret Matteis	-	General Manager	541-610-2308	email bmatteis@hswbuilders.com
Ron Edgerton	-	Vice President	541-703-7004	email redgerton@hswbuilders.com
Rob Kelleher	-	Project Manager	541-508-8654	email rkelleher@hswbuilders.com
Rob Ring	-	Superintendent	541-610-2307	email rring@hswbuilders.com

Special Inspector

Carlson Testing
710a NE 1st Street
Bend, OR 97701
O 541-330-9155
F 541-330-9163
Scott Jordan, General Manager
Ted Kornowski, Project Manager

541-306-8631 TKornowski@bendbroadband.com

1. Prineville Center – February Status Report

Scope

The Crook County/Central Oregon Community College Computer Education Center in Prineville is a collaborative partnership between COCC, Oregon State University Extension Services, Oregon University System Open Campus and Crook County. Crook County is managing the construction of the facility. The building will be approximately 12,000 square feet and include seven flexible meeting rooms and classrooms, and offer 65 wired and wireless public computer stations. The facility will also have broadband access with speeds of up to 100 Mbps and SMART Interactive Technologies that will make quality distance education possible for place-based Crook County residents. In addition, there will be a BIT (Business Information Technology) mobile unit with a satellite connection that will provide internet and distance education services to those living in remote areas of the County who do not have easy access to Prineville.

Budget Status

Project within budget.

Change Order Activity

None approved to date.

Schedule Status

Project on Schedule for a Fall 2011 opening

Activity This Month

Form/ reinforce footings.
Fire Riser/FDC into Building
Under slab electrical
Form reinforce stemwalls.
Form/Pour/Strip stemwalls
Dig and pour interior column pads

Activity Next Month

Dig interior spread footings, Slab vapor barrier/ reinforcement, set floor boxes, final slab prep, pour building slab.

Prineville Center – February Status Report

COCC Stakeholder Group

Carol Moorehead – Dean of Continuing Education & Extended Learning

Gene Zinkgraf – Director of Construction Office

Julie Mosier – Procurement Manager

Jeff Floyd – Construction IT Specialist

Dan Cecchini – Director of IT

Gary Kontich – Networking Specialist

Joe Viola – Director of Campus Services

Matt McCoy – Vice President for Administration

Design Team

Scott Steele - Steel Associates Architects

Jeff Wellman - Steel Associates Architects

Steve Olson - Steel Associates Architects

Ron Hand - WH Pacific (Civil)

Fred Kroon - WH Pacific (Civil)

Douglas Schwarz - Froelich Consulting Engineers (S)

Rob Matteson - Interface Engineering (MEP)

Contractor

CS Construction

Science Building – February Status Report

Scope

General Chemistry Lab, Organic Chemistry Lab, Two General Biology Labs, Three Anatomy & Physiology Labs, Geology Lab, Physics Lab, General Use Classrooms, and Lab and Administrative/Faculty support spaces.

Approximately 47,000 SF of new space planned

Budget Status

Project bid under budget, with the award price of \$12,545,000 to Kirby Nagelhout Construction Company (KNCC). Accordingly, Construction Contingency was reduced to \$1,255,288.

Change Order Activity

None yet. Preliminary discussions with KNCC to add construction fencing between building footprint and the Loop Road in the event the loop road needs to be re-opened due to inclement weather and unsafe conditions at the intersection of the Serpentine Road and College Way.

Schedule Status

On schedule. Project bid on February 10, 2011.

Notice to Proceed was provided to KNCC on February 23, 2011. First day of work was February 24, 2011.

Activity in February

Issued addendum #2 on February 2, 2011. Received and opened bids on February 10, 2011. Eleven bids were submitted with the award made to Kirby Nagelhout Construction Company for \$12,545,000.

Issued the Notice to Proceed document on February 23, 2011 after appropriate bonds and insurance were submitted and the Construction Contract was fully executed. Tree preservation fencing began on February 24, 2011. Perimeter construction fencing starting over the weekend of February 26, 2011 with the loop road closure to begin Monday morning, February 28, 2011. Paving demolition and tree removal to begin February 28, 2011.

Activity planned for March

Complete tree removal. Complete concrete and asphalt demolition. Conduct pre construction meeting. Complete construction staking. Set up job site trailer by KNCC. Complete project schedule and project management framework set up for project. Complete mass excavation by March 27, 2011.

Science Building – February Status Report

Schedule

Design through NTP	June 2010 through February 23, 2011
Construction	February 24, 2011 to June 15, 2012
Substantial Completion	June 15, 2012
Punch list Phase	June 18 to July 20, 2012
Final Completion	July 20, 2012
Equipping and Furnishing	July 23 to August 31, 2012
Staff setup/move-in	September 3 to 13, 2012

Project Participants

COCC Stakeholder Group

Michael Holtzclaw	-	Instructional Dean
Julie Hood	-	Biology
Eddie Johnson	-	Biology
Mark Eberle	-	Biology
Nathan Hovekamp	-	Biology
Christine Ott-Hopkins	-	Biology
Jim Moodie	-	Biology
Jeff Cooney	-	Biology
Zelda Ziegler	-	Chemistry
Carol Higginbotham	-	Chemistry
Bob Reynolds	-	Geology
Bruce Emerson	-	Physics
Kevin Grove	-	Physics/Chemistry
Elaine Simay-Barton	-	Lab Tech/Dept. Admin
Emily Smith	-	Lab Tech
Mark Gregory	-	Lab Tech
Dan Cecchini	-	Director of IT
Jeff Floyd	-	Construction IT Specialist
Gary Kontich	-	Networking Specialist
Bruce Thompson	-	Telecommunications Specialist
Julie Mosier	-	Procurement Manager

Design Team

Mark Stoller	-	Yost Grube Hall Architecture
Jonathan Bolch	-	Yost Grube Hall Architecture
Tom Robbins	-	Yost Grube Hall Architecture
Liz Bray	-	Yost Grube Hall Architecture
Linda Cameron	-	Yost Grube Hall Architecture
Roz Estime	-	Estime Group
Jim Cox	-	Estime Group
Ron Hand	-	W&H Pacific Civil Engineers
Josh Richards	-	KPFF Consulting Engineers
Amy Jarvis	-	Mazetti Nash Lipsey Burch Mechanical Engineers
Mike White	-	Sparling Electrical Engineers
Jim Graham	-	Sparling Electrical Engineers (Low Voltage)
Not yet identified	-	Lango Hansen Landscape Architecture and W&H Pacific

Commissioning Agent

James Warner	-	Heery International
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Special Inspection and Testing

Todd Smith	-	FEI Testing
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General Contractor

Kirby Nagelhout Construction Company

20635 NE Brinson Blvd

Bend, OR 97701

541-389-7119

Mike Taylor, General Manager, miket@knccbend.com

Dave Watson, Project Manager, davew@knccbend.com

Mark Miller, Project Superintendent, markm@knccbend.com

Greg Ponder, Project Engineer, gregg@knccbend.com

**CENTRAL OREGON COMMUNITY COLLEGE
BOARD OF DIRECTORS**

INFORMATION ITEM

Prepared by: Kevin E. Kimball – Chief Financial Officer

A. Issue

2011-12 Tuition and Fee Rates

B. Discussion/History

COCC's in-district tuition rate is currently \$70 per credit. Prior to a \$4 per credit increase in 2010-11 and \$3 per credit increase in 2009-10, the College held tuition and fee rates flat for three years (2006-07, 2007-08, and 2008-09).

In the Summer 2002, COCC implemented a \$2 per credit technology fee that was assessed to all student (maximum of 10 credits per quarter). Since 2002, the student technology fee at COCC has remained unchanged, and during that same time period information technology costs at COCC have doubled.

At the October Board Retreat, the Board had a general discussion regarding possible 2011-12 tuition and fee rate increases, the impact on the College and students, and how COCC's combined tuition and fee rates compare to other Oregon community colleges. The 2009-11 board priorities include, "develop and implement sustainable systems, which balance comprehensive quality programs and services with appropriate tuition and fee levels."

For 2010-11, COCC has the lowest combined in-district tuition and fees of all Oregon community colleges. Early information indicates that with COCC's proposed tuition and fee increases, COCC's combined in-district tuition and fees for 2011-12 may exceed that of one other Oregon community college. Following the Board's guidance, COCC's tuition and fee rates would remain below the ceiling of being in the lowest third of the 17 Oregon community colleges.

In order to meet the needs of COCC's growing student population and expanding facilities, and make progress towards Board priorities, College staff propose the following tuition and fee rate changes for 2011-12.

	<u>2010-11</u>	<u>2011-12</u>
In-district	\$ 70/cr.	\$ 76/cr.
Out-of-district	\$ 96/cr.	\$101/cr.
Border State	\$ 96/cr.	\$101/cr.
Out-of-State	\$195/cr.	\$206/cr.
Technology Fee	\$2/cr.–_up to 10/cr.	\$3/cr.–up to 15 cr.

C. Timing

In April, the Board will be asked to approve a recommendation to increase tuition and fee rates, as the 2010-11 academic year begins with summer term, and summer term registration starts at the end of April.

In addition, the 2011-12 College Catalog identifies the tuition and fee rates, and the printing deadline is mid-April.

D. Budget Impact

Tuition and fee revenue is the major component of the College's revenues, as it comprises more than 48% of the College's total general fund revenues in the 2010-11 budget and just over 50% of the projected revenues in the 2011-12 budget. The College anticipates that the \$6 per credit increase for in-district tuition and the 6% increase in other tuition rates will generate approximately \$1,240,000. A \$1 technology fee increase, as well as raising the number of credits the fee is assessed to 15, will generate approximately \$270,000.

The increased revenues in the 2011-12 budget provides funding for the additional services included in the 2011-12 budget. These additional services included increased educational opportunities, instructional staff, student and support services, information technology services and costs, and facility operating costs (includes the new Madras and Prineville education centers opening in fall term).

**CENTRAL OREGON COMMUNITY COLLEGE
BOARD OF DIRECTORS**

RESOLUTION

Prepared by: Policy Review Committee

A. Issue

Second Reading on revision of Board Priorities 2011-13

- Access and Success
- Facility Development
- Assessment
- Institutional Viability
- Respond to regional student and business needs

B. Discussion/History/Changes

Access and Success

Strengthen student and community access to educational opportunity and success.

- By expanding access in outlying communities including strategies for educational services in geographic areas which may be underserved including long-term strategies for La Pine and Sisters regions.
- By expanding strategies which respond to students' scheduling challenges and diverse learning styles
- By refining and implementing a Strategic Enrollment Management plan with data driven enrollment targets
- By supporting enrollment of student groups that have been traditionally underserved
- By minimizing financial barriers to enrollment to the extent possible and assist students so they have manageable debt loads
- By balancing initiatives to support access with initiatives to measure and improve the success rate of students in achieving their stated educational objectives.

To achieve targeted progress with access and success, the Board believes that strategic partnerships will be increasingly important. Therefore, the Board expects continuing progress in partnerships with:

- K-12 partners
- University partners - improve partnerships and articulation with OSU-Cascades and explore appropriate partnerships with other universities

- Regional employers
- Regional organizations, State agencies and the Oregon CC system

Design and implement systems for tracking and strengthening student retention and achievement of academic goals

Facility Development

Expand and improve institutional facilities to support enrollment growth, enable innovative programming in response to community/student needs, strengthen sense of campus community and link with the broader community.

- Finalize bond construction project plans and complete construction of Health and Science Centers, Technology Education Center, Madras and Prineville campuses, and renovations for expanding general purpose classrooms - including appropriate project staff to ensure project success and long-term cost-effectiveness.
- Finalize plans and construct Culinary Center and the related Campus Village project.
- Evaluate options for improved and expanded student housing and establish and implement a construction plan if the Board endorses the project.
- Design and construct sustainable institutional facilities and establish third-party sustainability certification as appropriate.
- Assess and implement as appropriate partnerships to support facility initiatives.
- Attract alternative financial contributions to support priority facility initiatives.
- Maintain and enhance the present and future physical plant so as to reasonably minimize deferred maintenance.

Assessment

Develop and implement comprehensive planning and assessment systems that define institutional direction, assess student learning, and modify programs, systems and activity based on that assessment.

- Integrate planning and assessment into accreditation activities and potential grant submissions. Develop the broad objectives and indicators for measuring performance as consistent with new NWCCU standards, Coordinate future priorities, initiatives, and outcomes analysis with COCC Core Themes: Transfer and Articulation, Basic Skills, Workforce Development, and Lifelong Learning.

Institutional Viability

- Develop and implement sustainable systems which balance comprehensive quality programs and services with appropriate tuition and fee levels
- Develop alternative revenue streams for the college
- Ensure efficient and cost-effective operations

- Work to maximize to the extent possible fiscal and other support from the State
- Assess institutional wide impacts of recent rapid enrollment expansion and implement responses to ensure institutional viability and quality.

Respond to regional student and business needs.

Maintain open communication with various community groups and businesses,

- Define potential new or modified programs and services
- Assess the operational and fiscal viability of such programs and services
- Implement as possible within fiscal and operational capacity
- Link college staff and initiatives to the community through support and leadership roles in organizations and community activities
- Explore and implement as appropriate partnership strategies to provide bachelor degree options for students in COCC career and technical programs.

C. Options

1. Approve the second reading recommendations.
2. Do Not approve the second reading recommendations.

D. Recommendation

Be It Resolved that the Board of Directors of Central Oregon Community College does hereby approve the second reading revisions for the Board Priorities (Exhibit: 14.a).

**CENTRAL OREGON COMMUNITY COLLEGE
BOARD OF DIRECTORS**

RESOLUTION

Prepared by: Julie Mosier-Purchasing 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

In 2005 the legislature made substantive changes to the Public Contracting Code; ORS 279. The changes eliminated many of the exceptions in purchasing that local agencies had utilized. In response to those changes a task group of community college members created a set of rules, as allowed by ORS 279A.120. The rules, referred to herein as CCRP (Community College Rules of Procurement) enable the collective group of community colleges to reinstate several exceptions to the procurement code that best served the College and public interest.

The CCRP is fashioned in three sections; 100, 200, and 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.

Each time the Attorney General's (A/G) office reviews and, if appropriate, amends the CCRP model rules it is required for each local agency that has adopted a set of CCRP model rules to review their own rules and determine if those rules are still applicable and correlate with the A/G model rules.

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 model rules, 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 College's CCRP and become effective immediately.

C. Options/Analysis

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

OAR Title changes

The titles are change in the rules to reflect changes in the OAR titles made by the Attorney General's office. Last year changes to titles occurred for the following OARS:

137-046-0440	137-047-0550
137-047-0250	137-047-0800
137-047-0257	137-048-0130
137-047-0262	

Section 100 definition changes:

Definitions change to reflect changes in the applicable revised statute or administrative rule, to correct an error or to further clarify the meaning of the defined term.

Changes to Section 200 rules

Potential changes to section 200 rules are agreed upon by all POCC members and are reviewed collectively by the POCC member's local contract review board so that all rules in the 200 section remain consistent between members.

Changes to the Section 200 rules may result from additions to the revised statutes or clarifications to existing statutes, or amplification to the language provided in the rule for greater clarity.

CCR.204- Bid Security: Language has been added to reflect the addition of ORS200.055 as a result of SB479.

CCR.208- Equipment Repair and Overhaul: Updated ORS reference and language added for clarity.

CCR.212- Intellectual Property: Updated ORS reference.

CCR.218- Perishables: Updated ORS reference and language added for clarity.

CCR.222- Price Regulated Items: Updated ORS reference.

CCR.214- Request for Proposals: Updated ORS reference and language added for clarity.

CCR.216- Requirements Contracts: Language added for clarity.

CCR.228 Resale- items for: Updated ORS reference and language added for clarity.

CCR.230 Telecommunications Services: Updated ORS reference and language added for clarity

CCR.250- Personal Services Contracts: Updated ORS reference and language added for clarity

CCR.280- Alternative Contracting Methods: Updated ORS reference and language added for clarity.

CCR.282- First-tier Subcontractors; Disclosure and Substitution: Correcting outdated reference.

Changes to Section 300 rules

The rules in section 300 are specific to COCC. Some are revisions of the 200 rules, and some are additions to the rules.

CCR.320 Property Disposition: change to Donations of Property to expand the type of non-profit organizations eligible to receive surplus property from the College.

Exhibit: 15.f
Date: March 9, 2011
Approval ___ Yes ___ No
Motion:

Central Oregon Community College
RESOLUTION

Prepared by: Matthew McCoy-Vice President for Administration

A. Action Under Consideration

Authorize the President or his designee to enter into a Joint Tenancy Agreement with Crook County for ownership of the Crook County/COCC Computer and Education Center in Prineville, Oregon.

B. Discussion/History

The College has worked for decades to establish a permanent facility in Prineville to serve the residents of Crook County and neighboring areas of the District. In 2009 the voters of the COCC District approved a bond measure that provides \$1 million in construction funds to build a facility of approximately 3500 square feet in Prineville. Simultaneously, Crook County was awarded a federal Broadband Technology Opportunities Program grant to construct and operate a public computer center. Combining the federal funds with College funds and other support will enable the construction of a facility of approximately 12,000 square feet. Total construction, site development and furniture, fixtures and equipment costs are approximately \$3 million.

When open in the fall of 2011, the facility will offer programming from COCC, Oregon State University Extension Services, and Oregon Open Campus¹, and provide a venue for the community, business groups and others.

An MOU for the operation and management of the building is currently being developed with Crook County, COCC, OSU Extension and Oregon Open Campus. It is anticipated that the MOU will be completed by May, 2011. Once completed, the MOU will be presented to the COCC Board for consideration of approval.

C. Options/Analysis

Authorize the President or his designee to enter into a Joint Tenancy Agreement with Crook County for ownership of the Crook County/COCC Computer and Education Center in Prineville, Oregon.

Do not authorize the President or his designee to enter into a Joint Tenancy Agreement with Crook County for ownership of the Crook County/COCC Computer and Education Center in Prineville, Oregon.

D. Timing

Approval at this time will put in place the building ownership structure for the facility, allow for funding of the construction costs in a timely manner, and further support the effort to develop the operation and management MOU.

E. Recommendation

Be it resolved that the Board of Directors do hereby authorize the President or his designee to enter into a Joint Tenancy Agreement with Crook County for ownership of the Crook County/COCC Computer and Education Center in Prineville, Oregon.

College legal counsel will review the Joint Tenancy Agreement prior to signing.

F. Budget Impact

Funding for the COCC portion of the Crook County/COCC Computer and Education Center is provided from proceeds of the 2009 voter-approved bond measure.

¹ Oregon Open Campus is described on its webpage at <http://oregonopencampus.org/> as “an emerging partnership between Oregon State University, Oregon’s community colleges, the Association of Oregon Counties, regional economic development groups, and K-12 education systems, libraries, and local businesses. [Their] goal is ...to provide local access to learning that meets the needs of individuals, families, businesses, and communities”.

JOINT TENANCY AGREEMENT

DATE: March ___, 2011

PARTIES: Central Oregon Community College
2600 NW College Way
Bend OR 97701

“COCC”

Crook County, a Political Subdivision of the State of Oregon
Crook County Courthouse
300 NE Third Street
Prineville OR 97754

“County”

RECITALS

WHEREAS, County is in the process of constructing a building at the Crook County Fairgrounds in Crook County, Oregon;

WHEREAS, the parties agree that this building will be owned jointly by the County and COCC for the purposes of establishing a computer and education center for the benefit of the residents of Crook County and the COCC district;

WHEREAS, the parties wish to set forth the terms and conditions of their agreement regarding ownership of the facility;

WHEREAS, the parties will also enter into an agreement regarding the operation of the building, which agreement is entitled “Agreement for Joint Operation and Management for the Crook County/COCC Computer and Education Center”;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

SECTION 1. JOINT OWNERSHIP AGREEMENT

In consideration of the sum of one million dollars (\$1,000,000) paid by COCC, Crook County hereby agrees to transfer an undivided ___ percent (___%) ownership interest in the building known as the Crook County/COCC Computer and Education Center in Prineville, Oregon (the “Building”). In conjunction with execution of this Joint Tenancy Agreement COCC shall

forward payment of the purchase price over time in the form of invoice payments to CS Construction based upon payment requests from CS Construction approved by Crook County. If there is any balance of the \$1 million purchase price remaining when CS Construction has been paid in full, that balance shall be paid by COCC to the County after receipt of the Certificate of Occupancy for the Building and, upon receipt of a request for payment for an appropriate COCC bond fund related expenditure on the Building. A description of the building location and layout is attached as Exhibit A. A copy of the Bill of Sale transferring said interest is attached as Exhibit B.

SECTION 2. JOINT TENANCY AGREEMENT

The parties agree to enter into this Joint Tenancy Agreement for the purposes of defining the rights and responsibilities of the parties regarding the ownership of the Building. This Agreement shall be effective upon execution.

SECTION 3. TERM

So long as both parties remain in joint ownership of the building this agreement shall remain in effect unless amended in writing by the parties.

SECTION 4. CONSTRUCTION

The parties acknowledge and agree that the building is under construction and it is anticipated that construction will be completed on or before July 31, 2011. Except as agreed to otherwise by and between the parties in writing, construction of the building shall be in accordance with the specifications described in Exhibit C.

SECTION 5. CAPITAL RESERVE/REPAIR AND MAINTENANCE

The parties agree to each contribute a percent, by interest of ownership as stated in Section 1, for the costs of repair and maintenance of the exterior grounds adjacent to the Building, building structure and the fixtures in the Building, in the event the operating budget as prepared in accordance with the Operations and Management Agreement does not fund a Capital Reserve/Repair and Maintenance fund. The components shall include, but not be limited to, exterior sidewalks and landscaping, building foundation, walls, exterior windows, roof, HVAC system, and all electrical wiring within the Building. Through the Building Operations Management Team as defined in the Operations and Management Agreement between the parties, the parties agree to establish an annual budget and capital reserve for the Building. The proposed budget shall be completed by the parties to the Operations and Management Agreement or their designees on or before the 1st day of March each year.

SECTION 6. ACCESS TO BUILDING

Crook County owns the land upon which the building described in Exhibit A is situated. Crook County agrees that as long as the building is jointly owned and/or used by COCC, COCC shall have the right of access to the building across the land owned by County and for the use of the parking area as described in Exhibit B.

SECTION 7. TAXES AND ASSESSMENTS

In the event any taxes or assessments are assessed against the Building, each party agrees to contribute a percent, by interest of ownership as stated in Section 1, for the payment of said taxes and assessments.

SECTION 8. USE OF THE BUILDING

The building, shall be used jointly by COCC and Crook County. Usage by third parties shall be as agreed between the parties hereto. The parties are presently negotiating a joint operation and management agreement for the use of the building. Until such time that agreement is finalized the parties agree that the building will be used primarily for educational purposes and computer training. The parties agree to coordinate in good faith the use of the building until the joint operation and management agreement is completed.

SECTION 9. UTILITIES

The parties agree to each contribute a percent, by interest of ownership as stated in Section 1, in the event the operating budget as prepared in accordance with the Operations and Management Agreement does not fund payment of the utilities for the Building.

SECTION 10. INSURANCE

The parties agree that during the term of this Agreement, the County shall procure fire and casualty insurance for the Building. COCC shall reimburse County a percent, by interest of ownership as stated in Section 1, of the premium for the cost of that insurance for the building.

Each party shall name the other party as an additional named insured on their general liability policy regarding the use of this building. Certificates evidencing the designation of each party as an additional named insured on the other party's general liability insurance shall be provided to the other party with each renewal of each party's general liability insurance policy.

County agrees to keep all improvements now existing or which shall hereafter be placed on said premises insured against loss by fire or other casualty covered by a standard policy of fire insurance and extended coverage endorsements. The policy shall be written to the full replacement value with loss payable to the parties hereto as their respective interests appear at the time of loss. Certificates evidencing the policies shall be delivered to COCC and shall contain a stipulation providing that coverage will not be cancelled or diminished without a

minimum of ten (10) days written notice to COCC. In the event of a loss, County shall give immediate notice to COCC. COCC may make proof of loss if County fails to do so within fifteen (15) days of the casualty.

SECTION 11. RIGHT OF FIRST REFUSAL/SALE OF BUILDING

Each party shall have the right of first refusal to purchase the other party's interest in the Building. If either party desires to sell its interest, it shall first notify the other party of its intent to sell. A party shall have 60 days to determine whether or not it wishes to purchase the ownership interest of the other party at a mutually agreed upon purchase price. If a party elects to purchase the interest of the selling party but a purchase price cannot be agreed to, the price shall be established as follows:

The purchasing party shall obtain an appraisal of the Building at fair market value (this shall not include the land thereunder). The net purchase price shall be the percent of seller ownership of the appraised value, less the percent of seller ownership of any encumbrances on the Building. If the selling party disputes the appraisal amount, the selling party shall have the opportunity to obtain a second appraisal. The purchase price shall be the percent of seller ownership of the average of the two appraisals, less the percent of seller ownership of any encumbrances on the Building.

If one party desires to sell the property and the other party is not interested in acquiring or is unable to acquire the other party's interest, and the sale of the interest cannot be effected within a period of one year, the parties agree to market the entire building for sale. The selling price for the Building shall be its fair market value. If the parties cannot agree on that value, the valuation of the Building will be subject to the mediation/arbitration provisions provided for in this Agreement. The parties shall distribute the proceeds of the sale of the Building, less any encumbrances on the Building, by interest of ownership as stated in Section 1.

If necessary, a permanent access and parking easement shall be provided to any purchaser of the interest or of the entire building.

SECTION 12. BREACH

In the event there is any breach of this Agreement by either party, the injured party shall be entitled to pursue remedies as provided in this agreement and allowed by law.

SECTION 13. GENERAL PROVISIONS

13.1 Force Majeure. Except as otherwise set forth in this Section 12, neither party shall have liability to the other on account of the following acts (each of which is an "Excused Delay" and jointly all of which are "Excused Delays") which shall include: (1) the inability to

fulfill, or delay in fulfilling, any obligations under this Agreement by reason of strike, lockout, other labor trouble, dispute or disturbance; (2) governmental regulation, moratorium, action, preemption or priorities or other controls; (3) shortages of fuel, supplies or labor; or (4) for any other reason, beyond a party's reasonable control whether similar or dissimilar to the above, or for acts of God beyond a party's reasonable control. If this Agreement specifies a time period for performance of an obligation of a party, that time period shall be extended by the period of any delay in the party's performance caused by any of the events of Excused Delay described herein.

13.2 Further Assurances. County and COCC each agree to cooperate in good faith and as reasonably required in order to effect the terms of this Agreement and the transactions contemplated herein. 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.

13.3 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns.

13.4 Assignment. Except with the other party's prior written consent, a party may not assign any rights or delegate any duties under this Agreement.

13.5 Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be by e-mail and be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

Central Oregon Community College
Attn: Matthew J. McCoy
2600 NW College Way
Bend OR 97701
e-mail: mmccoy@cocc.edu

Crook County
Attn: Dave Gordon, County Counsel
Crook County Courthouse
300 E Third Street
Prineville, OR 97754
email: dave.gordon@co.crook.or.us

Any notice or other communication shall be deemed to be given at the expiration of three (3) days after the date of deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this Section 13.

13.6 Attorney Fees. If any suit or action is filed by either party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, each party shall pay its own attorney fees incurred in preparation or in prosecution or defense of such suit or action and for any appeal therefrom.

13.7 Amendments. This Agreement may be amended only by an instrument in writing executed by all the parties.

13.8 Headings. The headings used in this Agreement are solely for convenience of reference, are not part of this Agreement, and are not to be considered in construing or interpreting this Agreement.

13.9 Entire Agreement. This Agreement (including the exhibits) sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

13.10 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

13.11 Severability. If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

13.12 Waiver. A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision.

13.13 Time of Essence. Time is of the essence for each and every provision of this Agreement.

13.14 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement, any right or remedy of any nature whatsoever.

13.15 Expenses. Except as specifically set forth in this Agreement, each party shall bear its own expenses in connection with this Agreement and the transactions contemplated by this Agreement.

13.16 Exhibits. The exhibits referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.

13.17 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon.

13.18 Venue. This Agreement has been made entirely within the state of Oregon. This Agreement shall be governed by and construed in accordance with the laws of the state of

Oregon. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, venue shall be in the federal or state courts in Crook County, Oregon.

13.19 Mediation. The parties will attempt to cooperatively resolve any disagreements that arise over the terms of this Agreement. If the parties are unable to resolve a disagreement, they must use mediation first. Any cost for mediation shall be shared equally by the parties or as determined in the mediation process. A written record shall be prepared of any agreement reached in mediation and shall be provided to each party. If the parties are unable to resolve a disagreement through mediation, the disagreement shall be resolved through arbitration.

13.20 Arbitration. Any controversy or claim arising out of or relating to this Agreement, including, without limitation, the making, performance, or interpretation of this Agreement, shall be settled by arbitration in Prineville, Oregon, in accordance with ORS 36.300-36.365, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

In the event the parties are unable to agree upon the arbitrator, they shall submit a list of names of three people to each other. Each party shall strike two names and the remaining name on each party's selection shall be placed in a container and the name drawn shall be the arbitrator who shall thereafter consider all of the issues, shall make the decision to resolve the issue and such decision shall be final and binding. The cost of this arbitration shall be shared equally by the parties.

13.21 Memorandum. A memorandum of this agreement shall be recorded in the official records of the Crook County Clerk.

IN WITNESS WHEREOF, the parties here each executed this Agreement on the date set forth above.

CROOK COUNTY:

CENTRAL OREGON COMMUNITY COLLEGE:

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

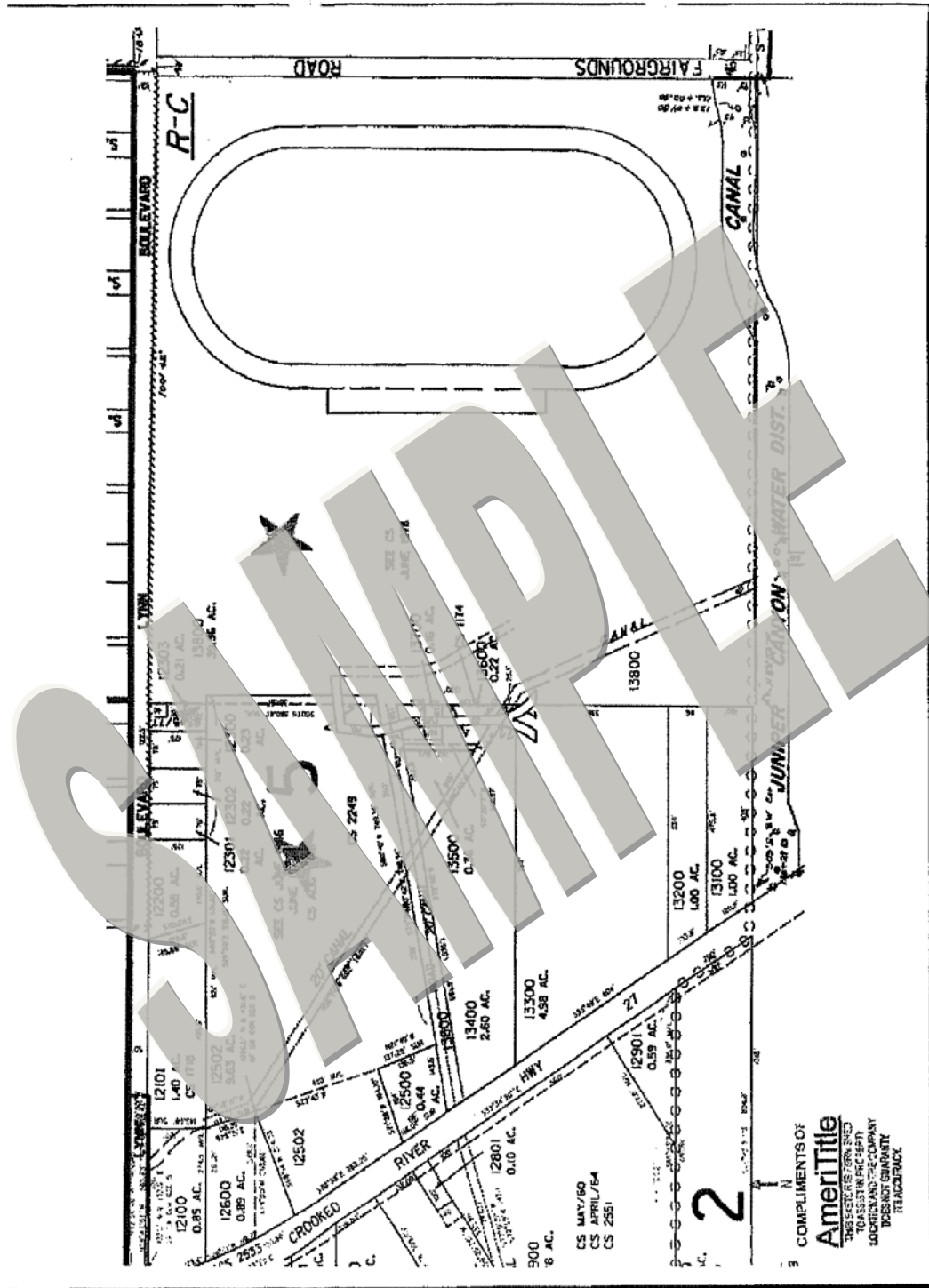
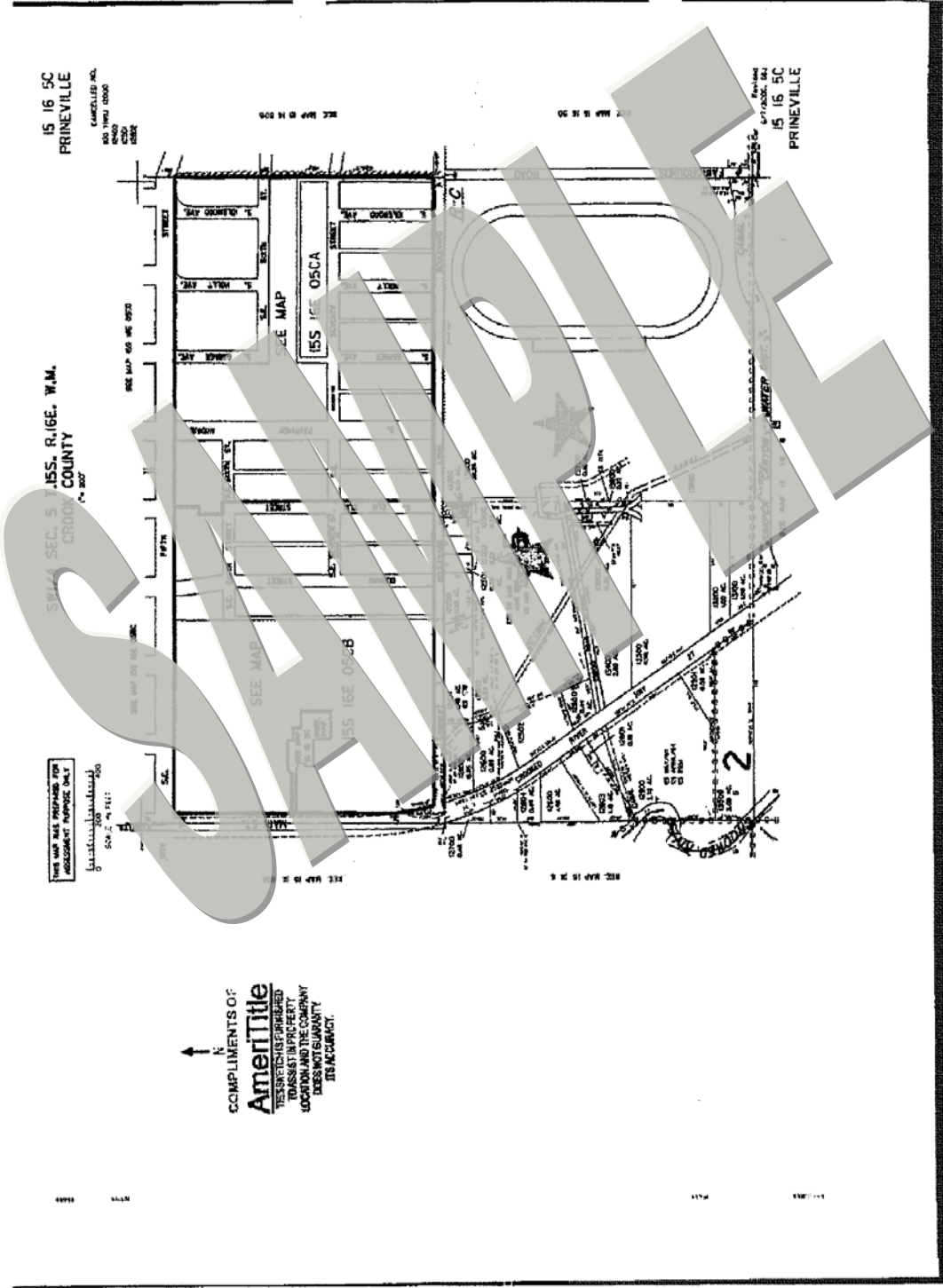


Exhibit A Sample – Final to be provided by Crook



UNLESS OTHERWISE REQUESTED, ALL
TAX STATEMENTS SHALL BE SENT TO:
No Change

AFTER RECORDING, RETURN TO:
Edward P. Fitch
Bryant, Emerson & Fitch
P.O. Box 457
Redmond, OR 97756

MEMORANDUM OF JOINT TENANCY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that notice is hereby given to whom it may concern that under and by virtue of a certain agreement of joint tenancy dated March _____, 2011, for and in consideration of the sum of \$1,000,000, CROOK COUNTY, a political subdivision of the State of Oregon, agreed to sell to CENTRAL OREGON COMMUNITY COLLEGE an undivided _____ interest in and to the Building known as the Crook County/COCC Computer and Education Center in Prineville, Oregon located on the following described property:

See Exhibit A attached hereto and incorporated by reference herein.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505.

DATED this _____ day of March, 2011.

SELLER:

CROOK COUNTY:

By: _____

Its: _____

PURCHASER:

CENTRAL OREGON COMMUNITY COLLEGE:

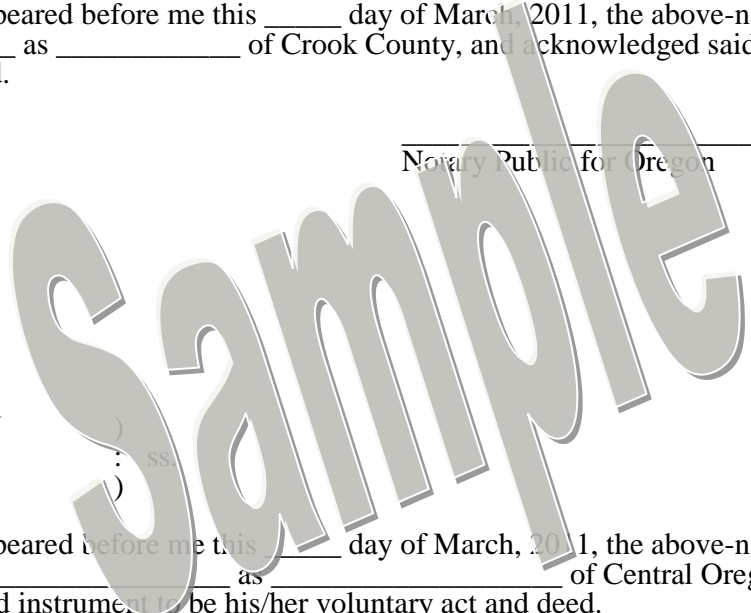
By: _____

Its: _____

STATE OF OREGON)
 : ss.
County of Crook)

Personally appeared before me this _____ day of March, 2011, the above-named
_____ as _____ of Crook County, and acknowledged said instrument to be his/her
voluntary act and deed.

Notary Public for Oregon



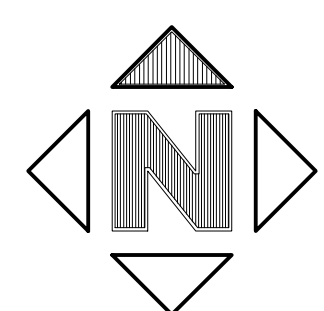
STATE OF OREGON)
 : ss.
County of Deschutes)

Personally appeared before me this _____ day of March, 2011, the above-named
_____ as _____ of Central Oregon Community College,
and acknowledged said instrument to be his/her voluntary act and deed.

Notary Public for Oregon



Exhibit: 15.F4



CROOK COUNTY OPEN CAMPUS BUILDING FLOOR PLAN

Scale: NTS

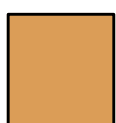

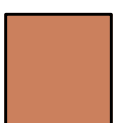
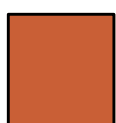


STEELE ASSOCIATES

ARCHITECTS LLC
760 NW YORK DRIVE, SUITE 200
541.382.9867 FAX 541.385.8816

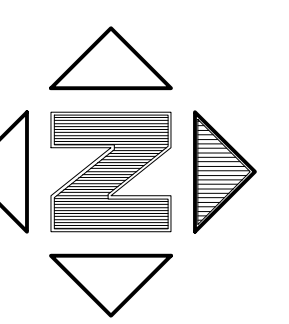
BEND, OR 97701
info@steele-arch.com

KEY

	CLASSROOM / LABORATORY:	6,360 SF (55%)
	PUBLIC SPACE:	2,690 SF (23%)
	ADMINISTRATIVE OFFICE SPACE:	1,590 SF (14%)
	UTILITY / STORAGE:	910 SF (8%)
TOTAL:		11,550 SF



CROOK COUNTY OPEN CAMPUS BUILDING FLOOR PLAN



Scale: NTS

Exhibit: 15.g
March 9, 2011
Approved: Yes ___ No ___
Motion: _____

Central Oregon Community College
Board of Directors

RESOLUTION

TAA GRANT APPLICATION

Prepared by: Ron Paradis-Director of College Relations

A. Discussion/History

Central Oregon Community College is in the beginning stages of a grant application that proposes to lead a consortium of multiple Oregon community colleges to expand, at COCC and elsewhere in the state, work with developmental math redesign, and to tie the concept and results directly to specific industries and Career and Technical Education programs. This **Trade Adjustment Assistance** Community College and Career Training Grant would be for a minimum of \$2.5 million and a maximum of \$20 million, payable over a three year period.

In order to be competitive in this process, the College would need to hire a grant consulting firm to help with research, writing and implementation. It is customary for such firms to work on a contingency basis, earning a percentage of the grant but only if the application is successful. That percentage could range from six to 10 percent of the grant total.

B. Issue

If the College contracts with a consulting firm, and is successful with the application, the fee would likely exceed the \$100,000 threshold allowed for presidential approval under Board Policy EL 5, no. 6 which states that the president may not "Make any purchase or commit the organization to any expenditure of greater than \$100,000."

The TAA grant allows for up to 10 percent of the moneys to be used for college expenses. Therefore, if the college receives this grant and executes the agreement with the contractor, there would be sufficient funds in the college's Grants Administration account and there would be no impact to the general fund.

C. Recommendation

Be it resolved that the Board of Directors hereby authorizes President Middleton to enter into an agreement with a consulting firm for services related to the TAA statewide grant proposal with expenses to be covered by the college's Grant Administration account.

E. Timing

The grant is due in April and, therefore, the college administration recommends contracting with a grants consulting firm immediately in order to meet deadlines.

Central Oregon Community College
Board of Directors

NEW BUSINESS

Prepared by: James Middleton-President

A. Action Under Consideration

Future approval of revisions to ASCOCC Constitution.

B. Discussion/History

- The Associated Students of Central Oregon Community College (ASCOCC) has operated with considerable independence for many years. As a result, the college and Board's relationship with ASCOCC has not historically been sufficiently codified and formalized to give students, administration and Board a consistent framework.
- To strengthen this relationship and lead to more successful outcomes, ASCOCC and college administration partnered to revise the ASCOCC Constitution to create new structures, provide a clarified budget process and develop a framework for evolving student government.
- The President, student services staff and ASCOCC representatives worked intensively over the past two months to review issues, develop and revise drafts, and come to consensus on changes for consideration by the student body and for eventual action by the Board.

At the March meeting, the President will present a summary of key goals which guided the collaborative effort and outline the key changes under consideration. ASCOCC Council representatives will provide additional perspective.

C. Timing

The summary and the revised ASCOCC Constitution will be presented to the student body for a vote to provide an advisory recommendation for the COCC Board's consideration. The Board will receive the detailed Constitution at the same time it is distributed to students for their consideration. At the April meeting, the Board will consider the Constitution changes and student advisory vote. If the Board takes action at the April meeting, Constitution changes could then be in effect for the annual ASCOCC election of officers anticipated to occur in May.