

MINUTES OF THE APRIL 22, 2024
BOARD OF EDUCATION
Special Board Meeting

BOARD MEMBERS PRESENT: Ashley Flukinger, Ed Johnson, Tim Lyman, Lloyd Mueller, Sheila Roley, Jody Stahancyk, Mitra Vazeen

OTHERS PRESENT: Evon Jacobsen, Richard Winn, Chris Roehm, Rebecca Norden-Bright, Temese Szalai, Interim President Teena Toyas, Recording Secretary Felicity Green

Ed Johnson called the meeting to order at 5:30 pm.

Jody Stahancyk **moved to approve the agenda as presented.** Lloyd Mueller seconded the motion. **The motion carried unanimously.**

CONSIDERATION OF COMPLAINT FROM BUDGET COMMITTEE CANDIDATES

Formation of Ad Hoc Committee for Investigation

Ed Johnson read the second and third paragraph of BP 2715, Code of Ethics / Standards of Practice.

All Board of Education members are expected to maintain the highest standards of conduct and ethical behavior and to adhere to the Board's Code of Ethics. The Board of Education will be prepared to investigate the factual basis behind any charge or complaint of Board member misconduct. A Board of Education member may be subject to a resolution of censure by the Board of Education should it be determined that trustee misconduct has occurred. Censure is an official expression of disapproval passed by the Board.

A complaint of Board of Education member misconduct will be referred to an ad hoc committee composed of three Board of Education members not subject to the complaint. In a manner deemed appropriate by the committee and approved by a majority of the Board; a fact-finding process shall be initiated and completed within a reasonable period of time to determine the validity of the complaint. The committee shall be guided in its inquiry by the standards set forth in the Board of Education's Code of Ethics as defined in policy. The Board of Education member subject to the charge of misconduct shall not be precluded from presenting information to the committee.

Ed Johnson recommended that the Board appoint Sheila Roley, Ashley Flukinger and Lloyd Mueller to the Ad Hoc Committee, stating that the other Board members were currently engaged with the Presidential Search Committee. He asked if they would be able to report back to the Board by the regular Board meeting on May 9. They agreed.

Jody Stahancyk **moved that Sheila Roley, Ashley Flukinger and Lloyd Mueller be appointed to fulfill the obligations of the statute regarding the review of the Board member.** Lloyd Mueller seconded the motion. Ashley Flukinger, Ed Johnson, Lloyd Mueller, Sheila Roley, Jody Stahancyk and Mitra Vazeen voted Aye. Tim Lyman abstained. **The motion carried.**

APPOINTMENT OF BUDGET COMMITTEE MEMBERS

Jody Stahancyk **moved to appoint Richard Winn, Temese Szalai and Marcy Dunning as Budget Committee members.** Sheila Roley seconded the motion. **The motion carried unanimously.**

Tim Lyman said that there were webinars on the state site pertaining to local budget committees and he thought the entire Budget Committee would find them very helpful. Ed Johnson asked Felicity Green to send the links to the Budget Committee.

REPORT FROM PRESIDENTIAL SEARCH COMMITTEE

Approval of Presidential Qualifications

Approval of Presidential Search Committee Timeline

Jody Stahancyk said that the Presidential Search Committee is making great progress and works well together. She said the Board has the qualifications list which the Committee has edited and passed. She recommended that the Board accept the work of the Committee and use this as the document that will be used as the base for the job posting. Tim Lyman **moved to approve the qualifications list.** Ashley Flukinger seconded the motion. **The motion carried unanimously.**

Jody Stahancyk said she would like the Board to thank the members of the Committee for all the hard work they have done so far. She added that she thinks the Board should be more appreciative of staff hard work. Ashley Flukinger said she appreciates everyone for what they are doing. Mitra Vazeen suggested that Julie Kovatch could submit a public service announcement to the Astorian from the Board to thank the community for all the work they have done in this search. Ed Johnson suggested that Julie Kovatch could thank the people who answered the survey in the announcement. Teena Toyas said that she will work with Julie Kovatch to get a statement of appreciation out.

Jody Stahancyk said that the Committee is not ready to approve the timeline yet. Tim Lyman asked if May 25 was the deadline for applications? Jody Stahancyk said that while it is anticipated that will be the date, the Committee has not yet voted on it.

PUBLIC COMMENT on items discussed at this meeting.

Ashley Flukinger said she read the recent article in the newspaper and wanted to say that she doesn't think Jody Stahancyk has ill intent and that this is being mischaracterized. She stated that she doesn't think Jody is trying to buy a president and wanted to put that out publicly. Tim Lyman said he agrees 100% with Ashley Flukinger and that anyone who attended any of the meetings knows that it is not the Jody process but the College process. Mitra Vazeen thanked Jody for having only the best wishes for the College and the community. Ed Johnson thanked Jody Stahancyk for having taken on the chairmanship of the committee and her generosity. Jody Stahancyk said that she was simply a facilitator. Sheila Roley also thanked her for her commitment. Teena Toyas said that the Committee was a good group with a common goal.

Jody Stahancyk thanked Felicity Green and said that the Committee was having a small pool with a metaphorical dime each betting on the number of applicants. Felicity Green will keep a spreadsheet.

The meeting was adjourned at 5:53 pm.

MINUTES OF THE MAY 9, 2024
BOARD OF EDUCATION
Regular Board Meeting

Board Members Present: Ashley Flukinger, Ed Johnson, Tim Lyman, Lloyd Mueller, Sheila Roley, Jody Stahancyk, Mitra Vazeen

Others Present: Bill Meck, Kirsten Horning, Rinda Johansen, Julia Mabry, Rebecca Norden-Bright, Bethany Fritz Gunn, Argelia Mendez-Alvarez, Doris Jepson, Tom Ank, Carolyn Adler, Temese Szalai, Evon Jacobsen, Helen Keefe, TJ Lackner, Tom Ank, Tammy Lambert, Kevin Leahy, Kristen Wilkin, Mary Jackson, Sarah Geleynse, Hazel Martinez, Pat Keefe, Fernando Rojas, Interim President Teena Toyas, Recording Secretary Felicity Green

Ed Johnson called the meeting to order at 5:30 pm.

Lloyd Mueller **moved to approve the agenda as presented.** Sheila Roley seconded the motion. **The motion carried unanimously.**

TEN MINUTE PRESENTATION: *Doris Jepson, Director of Nursing and Allied Health*

Bethany Fritz Gunn and Argelia Mendez-Alvarez, first year Nursing students and Nursing Club members, gave a presentation with Doris Jepson, Director, Nursing and Allied Health, zooming in. Nursing Club has had several successful events this year, including 2 blood drives, Christmas wreath and sweatshirt sales, a Thanksgiving dinner basket and, this past week, baskets for nurses at both CMH and Providence to celebrate Nursing Week. They are both also active in the mentoring program and plan to continue that program next year. Argelia Mendez-Alvarez was recently on the front page of the Astorian and Bethany Fritz Gunn has just gotten a second summer job at the ER. They plan to stay and work locally after graduation.

Doris Jepson spoke about the Nursing program. 18 students will be graduating in June. Last year 2/3 of the graduates stayed and worked locally. She said she is proud that students can stay in the area and continue on for their bachelor's degrees now that most programs are primarily online. CCC's partnership with OHSU is the primary route for continuing students.

Last year the College held a health care summit last summer and local health care providers were very supportive. CMH funds a nursing faculty salary at \$80,000 a year and, directly inspired by the summit, Providence awarded the College \$130,000 in October to help with program expansion. This past year Nursing admitted a cohort of 24 students and this fall they are hoping to admit another cohort of 24. Right now there are 40 Nursing students in total. For the last two years, all the students passed their licensure exams on the first attempt.

Teena Toyas added that the healthcare summit will be happening again this spring on May 29 and they are hoping community partners will attend again. Doris Jepson is retiring this spring and the Nursing Department is figuring out what they will be doing next year.

Mitra Vazeen thanked Doris Jepson for her time and the great report and thanked her wonderful team for everything they are doing. Tim Lyman thanked Doris Jepson for her long service for Clatsop. He noted that Tillamook Bay Community College is spending \$15 million to build a nursing center. Doris Jepson said that they admitted their first cohort in winter term and she wishes them every success. She said CCC has three Tillamook students graduating this year and one of them is moving here to work in Astoria. Ed Johnson said he hopes her retirement is a dream come true.

CONSENT AGENDA: APPROVAL OF MINUTES

February 29, 2024 Special Board Meeting

April 11, 2024 Regular Board Meeting

Sheila Roley **moved to approve both sets of Minutes as presented.** Lloyd Mueller seconded the motion. **The motion carried unanimously.**

Report of the President

Teena Toyas said that the College received notice today from North West Consortium of Colleges and Universities (NWCCU) about their quarterly ad hoc visit which will take place on October 28. She reported that she met with Cara Meyer of the Corraggio Group about the Strategic Plan yesterday. There are some larger scheduled meetings coming up in May: one with entire campus, one with the Board and one with the Core Planning Team, to discuss the Insight Report. It's a 57-page powerpoint, that will be going out to all groups very soon. The Core Planning Team will be meeting again in June to start identifying core themes and indicators and moving on from there.

Lloyd Mueller said that he was involved with the last strategic plan and asked how this process was different. Teena Toyas replied that there was a huge difference. She said she felt that Corraggio is keeping the College team focused. She said it was not emotional as the other one had become but instead they are staying focused on initiatives. The Corraggio Group took all the input from the survey and focus group discussions and created 8 categories that the College can pick from to create their core themes. Lloyd Mueller asked if there was anything they were suggesting that seemed undoable? Teena Toyas said that no, she has been meeting with them biweekly and she thinks they are putting the College on the right foot going forward.

Financial Report

Bill Meck gave the financial report. He said that there is over \$1.5 million left of the system implementation money. He thinks there is a significant payment, in the ballpark of \$750,000, that will be made this month or next. The College will then have \$850,000 to carry over into the next fiscal year (FY.) Lloyd Mueller asked how that sum would be used and if it was for licensing fees. Teena Toyas said that it could be for licensing but that it was also being held for training and ongoing costs. Tim Lyman said that his understanding was the purchase price included three years of ongoing support and the annual support contract was \$200,000. He said that he found out later it was \$600,000. Bill Meck said that he would find out how the \$850,000 was going to be allocated and report back.

The College has received their final state appropriation payment for this fiscal year. They have booked our total of \$4,106,512 of state support. He has made a change and put last year's July payment at the end of April so that it stays in the right fiscal year. Mitra Vazeen asked why. Bill Meck replied that it

kept the financial comparison statement in line. Ordinarily the College receives that payment in April, as they did this year, but in 2023 they got it in July. Moving it makes the financial statements more easily comparable across the board. He went back to FY 20 for state appropriations, this year's total is very close to the total in FY 20. State appropriations really fell down in FY 23 as enrollment fell but they are back up as enrollment has increased. Tuition is up roughly \$150,000, property taxes are up; other revenues and interest income are also up. Expenditures are down. Wages slowed a little bit: the College is now \$688,000 ahead on wages and had their first payroll of under \$900,000 for the month. Unfortunately, expenses are still \$640,000 more than a year ago. This has been partially offset by increased revenues; while revenues have been higher than expenses so far this year it is still not enough to close the gap from the deficit carried over from FY23.

Tim Lyman asked if he saw revenue improvement as a potential trend? Bill Meck said that yes, looking at tuition, enrollment is going up and state appropriation is going up as enrollment returns. He hopes that the property tax trend continues to hold; every year it increases.

Bill Meck said that everyone heard Dan Clark's report to the Budget Committee on the state of the physical plant. He said it is very important that anything that can be done or any resources that can be found to reallocate to these facilities is important. He said that the College has ignored these issues for too long and that it hurts enrollment when the first impression is not great. Bill Meck concluded by saying that he has budgeted anticipated revenue for FY 25 as strong as he felt comfortable with and that the College has to find a way to live within that footprint.

Teena Toyas said that in regards to the ERC credit, Senator Merkley's office has received the 940X forms from Margaret Antilla and is forwarding them to a tax advocacy office.

Ed Johnson said that he remembered someone mentioning that there may be a bill or interest in discussing the inequities of college funding with the legislature and asking that community colleges get as much funding as universities. Teena Toyas noted that OPC talks about this at every meeting and that the OCCA legislative team works hard to address this ongoing concern.

Report of the Board Chair

Ed Johnson reported that the Budget Committee is working very hard and thanked Teena Toyas, Bill Meck and the staff for providing all the information. He said that it has not been an easy task and that there will be another meeting on Tuesday.

Report from the Presidential Search Committee

Mitra Vazeen reported as the vice chair said that Felicity Green has been keeping everyone informed and the Committee is working on the interview questions. She thanked the team members. Lloyd Mueller asked when the position will be advertised. It is being advertised currently in the Chronicle of Higher Education and on higheredjobs.com. The first deadline is May 24 but the posting will remain open for other applicants. Mitra Vazeen asked how the HR director search was progressing? Teena Toyas reported that there were three applicants and they hoped to interview them soon.

WRITTEN REPORTS

Report from CEDR

Kevin Leahy said that the CEDR awards would be taking place on Thursday, May 16 and he invited the Board to attend.

Report from Academic and Student Affairs

Teena Toyas reported that she had just heard today from Bill Fritz, superintendent of Knappa schools, that 29% of their graduating seniors will be attending CCC.

OLD BUSINESS

BP 7230 Non-Academic Employees

Ashley Flukinger read BP 7230 Non Academic Employees. Ashley Flukinger **moved to adopt BP 7230 Non-Academic Employees for second reading and adoption.** Lloyd Mueller seconded the motion. **The motion carried unanimously.**

Recognize Juneteenth as a Permanent Annual Holiday

Teena Toyas requested that Juneteenth, which the Board has been approving on a year to year basis since 2021, be approved as an annual holiday. It is already in the Classified contract; Service and Supervisory (S&S) and Confidential Classified staff are the others who would receive the holiday. Faculty are off contract by June 19 so it would not affect them. There was some discussion about costs. The holiday cost of \$19,000 is already budgeted, as rather than being extra pay it reflects employee hours. The budget includes 2000 work hours for staff. Some Board members expressed concern that during this time of budget challenges and bare bones staffing it would be irresponsible to provide another holiday. Other Board members felt that adding the holiday would provide a much-needed morale boost to staff. Lloyd Mueller said that June 19 was a very important holiday commemorating a historical event and that College staff should be aware of the significance of the holiday and given the chance to participate in celebrations.

Tim Lyman **moved to recognize Juneteenth as a permanent annual holiday at Clatsop Community College.** Lloyd Mueller seconded the motion.

Tom Ank commented that as a staff person who has seen how few people are still on campus around June 19, that it is probably the day that would be least impactful for productivity. He also said that it was the most impactful holiday the College could recognize for students of color and : as someone who works the pinning ceremony and the graduation ceremony and seen how many people are still on campus around June 19. If we were going to pick a day that's the least impactful for productivity it would be June 19 and the most impactful for students of color. He asked the Board to consider how important this holiday is to the people of color who attend this college and want to be recognized for the things they do. There was a suggestion of offering a floating holiday instead but several Board members pointed out that the date of the holiday is significant and acknowledges students of color.

Tim Lyman called the question. Lloyd Mueller seconded the call for the vote. Ashley Flukinger, Ed Johnson, Tim Lyman, Lloyd Mueller, Sheila Roley, Jody Stahancyk, Mitra Vazeen all voted Aye. **The motion to call the question carried unanimously.**

The Board voted on the original motion **to recognize Juneteenth as a permanent annual holiday at Clatsop Community College.** **The motion carried unanimously.**

Report from Ad Hoc Committee

Lloyd Mueller, Chair of the Ad Hoc Committee appointed per Board Policy 2715 at the Special Meeting on April 22, 2024 said that the Committee, consisting of Sheila Roley, Ashley Flukinger and Lloyd Mueller, met on May 1 to consider a complaint from three community members received by the Board dated April 20. He summarized the complaint by saying that they felt that Tim Lyman did not act in the best interests of the community and did not express correctly the requirements needed to become a budget committee member. The Ad Hoc Committee members reviewed the Zoom recording and felt that the complaint had merit and misconduct did occur with a serious violation of Board Policy 2715. He said that Tim Lyman requested that this matter be discussed and acted upon by the full Board in an open meeting.

Tim Lyman said that he had a statement but that as it was lengthy he would cut it short. He said that this seems to stem from two failures, neither of which was his and one failure in which he shared responsibility with the rest of the Board. He said that Mr. Winn and possibly the others were told or led to believe that they were on the Budget Committee and that they had been appointed to the Budget Committee prior to the April 11 meeting. The Board of Education did not have the applicant's cover letters and resumes at the meeting. The third failure was that no one on the Board of Education knew whether seven citizen members was a statutory requirement or had familiarized themselves with the Oregon Department of Revenue Local Budgeting Manual. He added that the decision to postpone the the vote was a unanimous decision and there was no objection at any time by any Board members.

Ed Johnson asked the Board what they wanted to do about this matter. Sheila Roley said that it was incumbent on the Board as Board member to educate themselves. She said she did not have the information she needed and did not ask for it. She said that in the absence of that information, she felt it was not her job to make assumptions. She said that the perception that Tim Lyman had made assumptions without information and verbalized them was the crux of the situation. She commented that she has read the local budgeting manual every year for the last 25 years. In her experience there are generally the same number of Budget Committee members as Board members and ordinarily the Board is tasked to go out and find them. She said she thinks the Board owes the new Budget Committee members an apology. She also said she hopes that the Board now knew better and would do better next time. She also said that while the three complainants were absolutely qualified, a Budget Committee member does not have to have financial background to serve. She

Temese Szalai, one of the Budget Committee applicants who lodged the complaint, spoke. She said she appreciated the Board's time and effort towards this matter. She said that she wanted to point out to the Board that there is a Board policy which states there must be seven members of the Budget Committee. She said that it was incumbent on the Board to be familiar with their own policies. She also

commented that the College follows the state in terms of qualifications: the only qualification is that members must be residents of the county. She said that while the affected Budget Committee applicants do have great resumes, that is not important. She said the issue is that they all live in Clatsop County, which is all that is required by statute, and there is no College policy stating that there are any other qualifications necessary.

Lloyd Mueller said that what disappointed him about the process was that there were three names presented without documentation. He said the Board should have gotten this information at the meeting, because without information, people may make wild assumptions. Sheila Roley noted that being a Board member is a big responsibility and if the information was not there then the Board should have requested it. She also said that she had been on many budget committees, there were many community members who served without any financial expertise and they were great members.

Jody Stahancyk said that what Tim Lyman did wrong was making an assumption and putting it out there as fact. She said that can hurt people's feelings and added that her feelings were hurt when she felt an assumption was made about how she felt about a holiday. She said the Board needs to stop making assumptions.

Ashley Flukinger agreed with Jody Stahancyk and **moved that the Board move to censure Tim Lyman.** Jody Stahancyk seconded the motion. Ed Johnson asked for any discussion of whether to censure or not censure Tim Lyman.

Jody Stahancyk **called for a roll call vote.** Ashley Flukinger voted Aye. Ed Johnson voted Aye. Tim Lyman abstained. Lloyd Mueller voted Aye. Sheila Roley abstained. Jody Stahancyk abstained. Mitra Vazeen abstained. **The motion failed.**

Ed Johnson said that the Board should all learn a lesson here as it was not just Tim Lyman who was out of line. He said the Board made assumptions and were not familiar with the policy about Budget Committee members. He said the Board needs to do better in the future.

NEW BUSINESS

BP 2432 Presidential Succession for First Reading

Ashley Flukinger read the policy. Jody Stahancyk asked if the joint staff committee had a problem with this policy? Teena Toyas said that she did not think there was any issue. AP 7234 Overtime and AP 7232 Classification Review were moved to the June meeting.

Tim Lyman asked that the policy and procedures committee start working on a budget committee policy at the next meeting.

Set Board Retreat Date and Location

Jody Stahancyk offered to make her Astoria office available for the retreat. Tim Lyman suggested that the retreat be an outdoor barbecue or something else less formal and more collegial. The retreat is a day long. Jody Stahancyk said she would prefer it in the month of June. Ed Johnson asked Board members to submit prospective retreat dates to Felicity Green.

Discussion of Agenda for May 22 Joint Meeting with Foundation Board

Ed Johnson said that Jennifer Crockett was going to lead a discussion about a capital campaign at the meeting. Tim Lyman stated that he wanted to talk about the operating agreement between the Foundation and the College. He said that the last one was not approved by the Board; that there was an older agreement that was approved, but that he understood that the Foundation Board wanted a new operating agreement.

Teena Toyas said that she met with the Foundation Executive Board on Tuesday. They went through the Foundation Board's proposal. She plans to go through the proposal, meet again with them and then the proposal will be presented to the board before it is signed. She said that she had three documents: the 2021 agreement, the new agreement that is being proposed and the job description for the Executive Director. She will be meeting with the Executive Board again. Jody Stahancyk said that she would like to know who is responsible for the financial remuneration of Foundation staff and to whom they report. She said she thought there seemed to be an issue as to whether they report to the President or to the Foundation Board. Ashley Flukinger said that she thought it was decided at the last joint meeting that the Foundation was going to come up with a new MOA and then present it to the Board. The Board Committee who will be looking at the MOA are Ashley Flukinger, Lloyd Mueller and Sheila Roley. Ed Johnson said that Teena would clarify the path forward after meeting again with the Foundation.

Approval of Early Retirement: Tammy Lambert

Kirsten Horning read a letter of support for Tammy Lambert's early retirement (*Appendix A.*) Rinda Johansen, the OSEA President, stated that the union wanted the Board to know that they are not opposed to creating an MOU for her early retirement.

Tim Lyman **moved to approve Tammy Lambert's early retirement.** Lloyd Mueller seconded the motion. There was some discussion of the economic cost to the College for this request and how it would affect the budget. The estimated costs will be \$64,056 and it does not impact the budget, as her position will not be refilled. **Jody Stahancyk called for a roll call vote.** Ashley Flukinger **voted Aye.** Ed Johnson **voted Aye.** Tim Lyman **voted Aye.** Lloyd Mueller **voted Aye.** Sheila Roley **voted Aye.** Jody Stahancyk **voted Aye.** Mitra Vazeen **voted Aye.** **The motion carried unanimously.**

PUBLIC COMMENT

Temese Szalai thanked everyone for considering the Budget Committee applicants' complaint but is disappointed that no action was taken. She said that she does not see that lack of oversight on the part of the board is helping the view of the community.

Tammy Lambert thanked the Board for their time and consideration in granting the early retirement and said she couldn't believe that there were only 6 weeks left to work with such an outstanding Board and great students, faculty and staff. She asked everyone to carry on and be kind to each other.

Ed Johnson thanked Tammy Lambert for her 23 years of dedicated service and said he hoped her retirement is joyful.

BOARD FORUM

Sheila Roley said that she wanted to call forward an event that happened yesterday. 100 Women is an event in which participants come to the country club and nominate three nonprofits to get financial support. Everyone must agree to support the winner with a \$100 check. Every few months they give \$10,000. This time, Writer's Guild applied and their project was to have a workshop this fall for all the high school seniors in the county to help them write their college essays. The organization was represented by Asher Finch their student intern.

Teena Toyas said that the College collaborates with the Writer's Guild a lot and Asher Finch said that they have a write-in at the library twice a month.

Ed: this organization is so amazing

Tim Lyman said that if the forecast holds up this will be the first warm sunny weekend of the year.

The meeting was adjourned at 7:36 pm.

May 9, 2024

Clatsop Community College Board
1680 Jerome
Astoria, OR 97103

Dear Board Members:

I am writing this letter in support of Tammy Lambert and her request to receive early retirement benefits.

I have known Tammy Lambert professionally for more than 20 years and know her to be a highly dedicated employee. She has served Clatsop Community College in a variety of capacities for almost 23 years. She worked many years in Student Services as an Admissions Program Assistant, and for the Welcome Center doing front-line admissions, registration, and cashiering. She transferred to the South County Campus and served as the Program Assistant for the Small Business Development Center, and as the Office Manager for the same. At the same time she was also Executive Assistant for **CEDR** (Clatsop Economic Development Resources), and more recently, she has worked in Financial Aid, in the President's Office as a Program Assistant II, and as a specialist with the new ERP System (Colleague).

In these numerous capacities, I have always known Tammy to be an exemplary worker, quick to grasp what was needed from her, and willing to go above and beyond to get tasks accomplished. She has an outstanding work ethic and a high degree of focus in her work, and I admire how she strives for excellence in everything she does.

Her record is the reason she has been singled out for the **ASG President's Award**, and the **Enriching Lives Award**, which Clatsop gives to an employee, "*who has performed normal, everyday, sometimes thankless work, in an exemplary and conscientious manner, exhibiting world class customer service, hard work, and care.*" This describes Tammy in a nutshell.

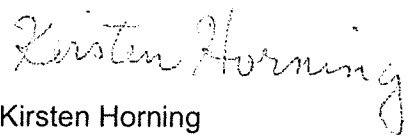
Through her career at Clatsop, she has touched countless students, staff, and community members. She has a generous nature, a wonderful sense of humor, and an honest desire to help people, which colors her interactions with the public and has aided her in dealing with and supporting students and community members alike. I have only heard positive and enthusiastic remarks regarding Tammy and her work.

On the student side of the chalkboard, I have had the opportunity of being a fellow student with Tammy in an academic class, **WR249 Writing Children's Literature**, taught by Julie Brown. I observed that Tammy was an advocate for education and a fervent promoter for the College.

Tammy is an invaluable member of the Clatsop Community College family and we are very fortunate to have her as an employee. Her dedication to the College and its mission shines as an example to all employees and should be rewarded. That is why I whole-heartedly and respectfully support granting Tammy's request for early retirement.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in cursive script that reads "Kirsten Horning". The ink is dark and the signature is fluid.

Kirsten Horning
Distance Education Coordinator
Clatsop Community College
32+ years

June Report to the Board
Teena Toyas
Interim President
6/5/2024

Strategic Planning Update:

- Director, Marketing and Communications, Julie Kovatch, Executive Coordinator to the President and the Board of Education, and Interim President, Teena Toyas continue to meet with Cara Meyer of the Coraggio Group every other Wednesday to review all aspects of the strategic planning process.
- The Strategic Core Planning Team met with the Coraggio Group and reviewed and discussed group agreements, confirmed priorities, selected leads, and teams. The Coraggio Group provided guidance for forming groups, scheduling, and more. The Strategic Plan survey data was shared and discussed. Vision, mission, and core values were also reviewed and discussed.
- Staff were debriefed on the Strategic Plan Insight Report by the Coraggio Group on May 21st.
- The Clatsop Board of Education and the Interim President, met with the Coraggio Group on Tuesday, May 28th and were provided a debrief of the Strategic Planning Insight report.
- The Clatsop CC Strategic Planning Core Team met with the Coraggio Group on Monday June 3rd, to continue the planning, organizing, and decision-making process for the CCC Strategic Plan.

Strategic Planning Milestones:

1. **Continuing Status**-Interim President, Teena Toyas continues to provide monthly and any other necessary updates regarding the strategic planning process by serving as the Strategic Planning Liaison to the Board of Education.
2. **Continuing Status**-Stakeholder Engagement: Participation in focus groups continues.
3. **Completed by most groups**-Insight Report: Insight from Stakeholder Engagement-Review and reflect on the information gathered from the survey, focus group meetings, and individual interviews. The Strategic Planning Core Team will continue to meet and initiate the development of the core themes, strategic initiatives, mission, vision, and values.
4. **Continuing Status**-Stakeholder Feedback and Engagement-Review the strategic plan draft and provide important feedback is scheduled for September.
5. **Future and Final Goal**-The College Board of Education will be presented the strategic plan for approval in September 2024.

The Accreditation Schedule of Reports and Visits:

1. Year 5- The next planned visit from Northwest Commission of Colleges and Universities is scheduled for October 28, 2024. The focus of the visit will be to review the new and approved Strategic Plan, examine the progress that Clatsop Community College has made regarding the ability to implement data driven decision making, and review the Ad Hoc report.

2. A Financial Resource Review report requested by NWCCU is to be completed by September 1, 2024.
3. Year 6-Standard 2-Policies, Regulations, and Financial Review Fall of 2025
4. Year 7-Evaluation of Institutional Effectiveness Fall 2026

Events and Community Meetings Hosted and Attended by the Interim President:

- ❖ May 16th, 2024, the Interim President attend the Oregon President's Council via Zoom.
- ❖ May 17th, 2024, Interim President Teena Toyas, a member of the Committee, and Clatsop hosted the quarterly meeting for the Higher Education Coordinating Commission's Oversight Committee for High School Based College Credit Partnerships in Columbia 219. A huge thanks to CTE Regional Coordinator Mary Jackson, for coordinating with students from Astoria High School to meet and testify to the benefits and experiences of being enrolled in dual credit and simultaneous enrollment courses. Also, thanks to Felicity Green for helping with the room set-up for refreshments, Tom Ank for audio and video setups, and Helen Keefe for delivering lunch for the entire group.
- ❖ May 20th, 2024, faculty, students, administrators, and staff gathered in Columbia Hall to celebrate the excellent achievement of the Anatomy and Physiology Students and their Instructor Nichole Warwick for the excellent results that were achieved on the Human Anatomy and Physiology Society exam. The honored students had a class average of 6-18% higher than the scores from four-year colleges, universities, and professional schools. Certificates of achievements were presented to each student and cake was served! 🍷🍰
- ❖ Spring Term 2024, Interim President Toyas continues to participate in the full-time faculty evaluation process for faculty that have their designated year for evaluation. Probationary faculty are evaluated for the first three years of their contract. Continuing status faculty are evaluated every three years on a rotational schedule. Student evaluations are also implemented, and the evaluation results are reviewed before the end of the spring term.
- ❖ CCC's College Council had the final meeting for this 2023-2024 academic year on Thursday, May 23rd in Towler 310. Representatives from faculty, classified staff, service and supervisory along with select administrators met to discuss:
 - New Student Orientation plan and needs
 - College budget updates
 - MERTS capital campaign updates
- ❖ The Budget Advisory Committee chaired by Full time Faculty Union President TJ Lackner met to review and approve a charter for the Committee on Friday, May 24th.
- ❖ Clatsop Community College's Associate Vice President and Executive Director of CEDR(Clatsop Economic Development Resources) Kevin Leahy, hosted the May CEDR Board meeting at the Astoria Country Club. Local business leaders, educational leaders, medical providers, and others meet to share economic updates, educational updates, and other business news for the Clatsop County Area.
- ❖ On May 29th, Director of Nursing and Allied Health, Doris Jepson, and Interim President Teena Toyas hosted the second annual Clatsop Health Care Provider Summit. Clatsop welcomed community health care providers, faculty, and staff for the Summit. Updates

and collaboration with those attending was excellent and well received. Providence Seaside is providing a billboard during the summer in Seaside for the Nursing and Allied Health Program for advertising. 🙌

- ❖ Monday, June 3rd, students, faculty, and staff joined the LBGTQ+ and Allies and the DEI Council for the Gay Pride Lexington Campus March.
- ❖ Thursday, June 6th at 7:00 PM, everyone is invited to attend the Student Awards Ceremony at Fort George Lovell Room to honor students and others for presentations related to student achievement and other educational awards of excellence.
- ❖ Friday, June 7th please join the CCC Art Club for a walk along the Column Trail for the annual Shinrin-Yoku Art Hike. For more information use the following link: <https://www.clatsopcc.edu/event/shinrin-yoku-art-hike/>
- ❖ Friday, June 7th from 5:30 to 9:30 PM everyone is invited to attend the final event for the 65th Anniversary Celebration at Sunset Beach. For more information click on the following link: <https://www.clatsopcc.edu/event/end-of-the-year-beach-bonfire-night/>
- ❖ Monday, June 12th, everyone is invited to attend the Lavendar Graduation ceremony from 2:00 to 4:00 PM at the Columbia Theatre, 1102 Marine Drive, Astoria, Oregon. A Lavender Graduation is a special graduation ceremony honoring LGBTQIA+ students and their accomplishments. All graduating CCC and high school students are welcome to walk, and all are welcome to attend! This event is hosted by the LBGTQ+ and Allies Club at CCC with support from the DEI Council.
- ❖ Thursday, June 13th, the Nurse Pinning celebration for 2024 Nursing Program Graduates will be in Patriot Hall. 🎓
- ❖ Friday, June 14th, the annual CCC employee awards pot-luck breakfast will be in the Bandit Café area beginning at 8:30 AM. Come and celebrate fellow Bandit Employees and bring a tasty dish to share with everyone. 🥳🎉
- ❖ Friday, June 14th, the 2024 graduation ceremony will be held in Patriot Hall beginning at 5:30 PM. Everyone is welcome to come and celebrate the 2024 CCC Bandit Graduates at the graduation ceremony! 🎓🇺🇸

Updates for MERTS Project Solutions and Collaborations:

Clatsop Community College staff members Angee Hunt, Kristin Wilkin, Kevin Leahy, Kevin Leahy, and others have been meeting with various community partners discussing resources and opportunities related to expanding CTE Programs and renovations needed on the MERTS Building and Campus.

Angee Hunt provided the following updates:

1. Zoom Meeting On 1/31/2024: HECC-Bruce Johnson and Terry Rogers, CCC-Teena Toyas, Margaret Antilla, Kristen Wilkin, Angee Hunt

- ✓ The purpose was to understand timing details and next steps for advancing the MERTS capital campaign.
- ✓ The match is required by Dec 31, 2024, unless an extension is requested.
- ✓ If requesting an extension, communicate with HECC. HECC will provide a form letter to request the extension. Should be submitted June to October and at least 3 months before the bonds are sold and after the short session concludes. In my notes, I indicated that Bruce & Terry would provide due dates for next steps.(Need to confirm if this has been done).

- ✓ If the project scope is the same, it is possible to work with a lower budget if the full match is not achieved. In kind donations, such as if the simulator is donated, the value would count towards the match.

2. HECC Email: 2/10/2024 email from the HECC

Earlier messaging with DAS Capital, includes the following valuable information:

- ✓ We do not have an exact date for the bond sale yet, but we anticipate it closing in March of 2025.
- ✓ To be included in the 2025 sale, Community Colleges will need to show evidence they have matching funds “unconditionally available” for the project approximately 90 days prior to the bond sale. Unconditionally available means the Community College has immediate access to the funds and controls them, i.e., a check for expenses could be written. In addition, funds must be held in a separate and identifiable project account.
- ✓ For planning purposes, we would be prepared to show evidence of matching funds no later than the end of calendar year 2024.

Let us know if this helps and if you have any other questions. We are sharing this message with DAS Capital to request their input.

Thank you,

Bruce W. Johnson, DHA, FACHE

3. Meeting with Foundation Board Committee Members, Community Committee Members, and Clatsop Community College Committee:

6/4/2024: Teena, Jim, Jennifer, Angee, partially Sheila)

- ✓ The meeting purpose was to identify needs for inclusion in an RFP to solicit capital campaign consultants to lead/coordinate the MERTS campaign efforts.
- ✓ Before submitting an RFP, contractor quotes for the building remodel needs for the MERTS maritime building need to be obtained. Dan Clark is working on this.
- ✓ There is a need to file an extension of the project completion deadline. This letter can be submitted to the HECC once the budget estimate is developed. A revision to the project scope can also be included with the extension letter.
- ✓ Per the documents that were prepared to assist Sarah Lu from ColPac to apply for grants, for a revised budget of \$8M (\$4M to be raised and \$4M in state match), \$2.5 million is the target grant funds to acquire and \$1.5 million would be the amount to solicit from donors.
- ✓ Oregon Community Foundation Community Grants program is accepting applications June 24-July 23. These grant funds can be used for capacity building, small capital and new or expanding project funding. The typical range of grant awards are \$5,000-\$30,000. The average award is \$20,000. Per the website, there are nonprofit information sessions available on June 17 from 3-4pm and June 27 from 10-11am. An application could be submitted to assist with hiring a grant writer or other campaign related needs.
- ✓ Bar Pilots: Bill Antilla and Chris Breitmeyer may be able to provide connections to begin meeting with the Bar Pilots to gauge their interest and help identify other potential groups to include for donor requests.
- Other groups discussed include Port of Astoria, Cruise Ship Industry, CEDR, Tim Hill, Bob Dorn.

Action items include:

1. Define the scope and budget to prepare the RFP for a campaign consultant. To be completed after Dan Clark obtains the accurate remodel quotes.
2. For copies of the 2019 Feasibility study, contact Felicity Green.
3. Identify grants and other funding partnerships towards raising \$4M to be matched with \$4M in state funding.

Clatsop Community College Financial Report as of May 31, 2024

General Operating Fund		FY2022			FY2023			FY2024			
Fund	Description	Fiscal Year Actual	Year-to-Date Actual	% of Full Year	Fiscal Year Actual	Year-to-Date Actual	% of Full Year	FY Rev/Exp Estimate	Year-to-Date Actual	% of Full Year	Year-to-Date Change
11	Beginning Fund Balance	\$ 2,446,011			\$ 1,361,974			\$ 1,662,359 (\$826,332)			
	Revenue										
11	Tuition and Fees	\$ 2,520,305	\$ 2,451,308	97.26%	\$ 2,760,350	\$ 2,750,541	99.64%	\$ 2,950,000	\$ 2,931,885	99.39%	\$ 181,344
11	State Appropriations	\$ 4,191,126	\$ 4,191,126	100.00%	\$ 3,771,129	\$ 3,771,129	100.00%	\$ 4,106,512	\$ 4,106,512	100.00%	\$ 335,383
11	Property Taxes	\$ 5,287,617	\$ 5,111,831	96.68%	\$ 5,610,168	\$ 5,303,364	94.53%	\$ 5,825,000	\$ 5,657,887	97.13%	\$ 354,523
11	Other Revenue Including Transfers	\$ 1,356,055	\$ 812,122	59.89%	\$ 2,028,794	\$ 801,863	39.52%	\$ 1,175,000	\$ 1,001,303	85.22%	\$ 199,440
	Total Revenue	\$ 13,355,103	\$ 12,566,387	94.09%	\$ 14,170,441	\$ 12,626,897	89.11%	\$ 14,056,512	\$ 13,697,587	97.45%	\$ 1,070,690
	Expenditures by Function										
11	Instruction	\$ 5,224,084	\$ 4,737,013	90.68%	\$ 5,170,308	\$ 4,603,127	89.03%	\$ 5,473,781	\$ 4,897,261	89.47%	\$ 294,134
11	Instructional Support	\$ 1,748,586	\$ 1,583,960	90.59%	\$ 1,632,496	\$ 1,502,204	92.02%	\$ 1,863,176	\$ 1,720,075	92.32%	\$ 217,871
11	Student Services	\$ 1,529,740	\$ 1,352,669	88.42%	\$ 1,571,357	\$ 1,487,548	94.67%	\$ 1,473,140	\$ 1,366,912	92.79%	\$ (120,636)
11	Institutional Support	\$ 4,223,801	\$ 3,729,791	88.30%	\$ 3,689,254	\$ 3,190,942	86.49%	\$ 3,736,670	\$ 3,227,879	86.38%	\$ 36,937
11	Operation and Maintenance of Plant	\$ 1,546,734	\$ 1,412,453	91.32%	\$ 1,638,689	\$ 1,489,682	90.91%	\$ 1,684,725	\$ 1,522,051	90.34%	\$ 32,369
11	Scholarships & Tuition Waivers	\$ 166,195	\$ 162,546	97.80%	\$ 167,952	\$ 163,943	97.61%	\$ 200,000	\$ 194,770	97.39%	\$ 30,827
11	Other	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 35,424	\$ -	0.00%	\$ -
	Total Expenditures	\$ 14,439,140	\$ 12,978,432	89.88%	\$ 13,870,056	\$ 12,437,446	89.67%	\$ 14,466,916	\$ 12,928,948	89.37%	\$ 491,502
	Net Revenue (Expenditures)	\$ (1,084,037)	\$ (412,045)		\$ 300,385	\$ 189,451		\$ (410,404)	\$ 768,639		\$ 579,188
	Ending Fund Balance	\$ 1,361,974			\$ 1,662,359 (\$826,332)			\$ 1,251,955			
	Expenditures by Category			% of Total			% of Total			% of Total	
	Salaries and Fringe Benefits	\$ 10,869,628		75.28%	\$ 10,749,041	\$9,718,353	77.50%	\$ 11,451,916	\$ 10,410,930	79.16%	\$692,577
	Contracted Services	\$ 1,750,072		12.12%	\$ 2,009,150		14.49%	\$ 1,875,000		12.96%	
	Materials, Supplies, and Travel	\$ 575,117		3.98%	\$ 664,415		4.79%	\$ 670,000		4.63%	
	Other Expenditures Including Transfers	\$ 1,164,806		8.07%	\$ 379,998		2.74%	\$ 400,000		2.76%	
	Capital Outlay	\$ 79,517		0.55%	\$ 67,452		0.49%	\$ 70,000		0.48%	
	Total Expenditures	\$ 14,439,140		100.00%	\$ 13,870,056	\$ 9,718,353	100.00%	\$ 14,466,916	\$ 10,410,930	100.00%	

Clatsop Community College Fund Summary as of May 31, 2024

	General Operating Fund 11		Restricted-Grants and Financial Aid Fund 21		Plant Fund 41		Plant-ERP (Bond Proceeds) Fund 41	
	FY2023	FY2024	FY2023	FY2024	FY2023	FY2024	FY2023	FY2024
	Full Year Actual	Year-to-Date Actual	Full Year Actual	Year-to-Date Actual	Full Year Actual	Year-to-Date Actual	Full Year Actual	Year-to-Date Actual
Beginning Balance	\$ 1,361,974	\$ 1,662,359	\$ -	\$ -	\$ 204,063	\$ 1,309,663 *	\$ -	\$ 2,314,895
Total Revenue	\$ 14,170,441	\$ 13,697,587	\$ 6,275,023	\$ 5,342,470	\$ 1,851,798	\$ 728,119	\$ 3,048,500	\$ -
Total Expenditures	\$ 13,870,056	\$ 12,928,948	\$ 6,275,023	\$ 5,520,971	\$ 746,198	\$ 809,966	\$ 733,605	\$ 865,570
Ending Balance	<u>\$ 1,662,359</u>	<u>\$ 2,430,998</u>	<u>\$ -</u>	<u>\$ (178,501)</u>	<u>\$ 1,309,663 *</u>	<u>\$ 1,227,816</u>	<u>\$ 2,314,895</u>	<u>\$ 1,449,325</u>
	Plant-Debt Service Fund 42		C & O-Expendable Trust Fund 54		Non-Plant Debt-PERS Fund 60			
	FY2023	FY2024	FY2023	FY2024	FY2023	FY2024		
	Full Year Actual	Year-to-Date Actual	Full Year Actual	Year-to-Date Actual	Full Year Actual	Year-to-Date Actual		
Beginning Balance	\$ -	\$ -	\$ 57,907	\$ 60,881	\$ (2,825,422)	\$ (2,450,045)		
Total Revenue	\$ 1,658,974	\$ 1,658,431	\$ 22,198	\$ 31,210	\$ 565,719	\$ 629,626		
Total Expenditures	\$ 1,658,974	\$ 1,658,431	\$ 19,224	\$ 34,480	\$ 190,342	\$ 81,282		
Ending Balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 60,881</u>	<u>\$ 57,611</u>	<u>\$ (2,450,045)</u>	<u>\$ (1,901,701)</u>		

* Includes \$1,000,000 ERC Receivable



Clatsop Community College

Board of Education Meeting – FY23-24 Financial Summary – May 31, 2024 FY22-23 Financial Summary

Attached is the Statement of Revenues and Expenditures for FY23-24 and FY22-23 by fund source.

May represents eleven months, or 92 percent of the FY23-24 fiscal year. The FY22-23 financial statements were presented by our audit firm, CliftonLarsonAllen (CLA), at the December 2023 Board meeting.

The FY22-23 annual audited financial statements are available at the following link:

[0100.10 - Signed Final Report and Financial Statements FY23 \(Clatsop Community College AUD2023 \[6/30/2023\] \(In Process\)\) \(clatsopcc.edu\)](#)

Historical annual audited financial statements are available at the following link:

<https://www.clatsopcc.edu/about-ccc/financial-budget-reports/audit/>

General Operating Fund

- (a) Tuition and fee revenue recorded through May FY23-24 is \$2.93 million, or 91.10 percent of the adopted budget representing summer, fall, winter and spring term revenue. There will be late registrations through the first week of June. May 2024 tuition and fees represent a 6.57 percent increase compared to May 2023. FY22-23 actual tuition and fee revenue are \$2.76 million.
- (b) State Appropriations received through May is \$4.11 million representing four quarterly payments.
- (c) Property tax revenue received through May is \$5.66 million, or 101.73 percent of the adopted budget. The actual FY22-23 property taxes received are \$5.72 million.
- (c1) FY23-24 other revenue recorded through May is \$1.00 million including \$450 thousand of the May distribution of timber revenue.
- (c2) The FY23-24 adopted budget beginning fund balance is \$1.852 million and the actual beginning fund balance was \$1.662 million. The FY22-23 actual budgetary basis ending fund balance is \$1.362 million.
- (d) Total actual General Fund expenditure through May is \$12.93 million, or 83.7 percent of budget, compared to \$12.33 million in May FY22-23 representing a 4.88 percent increase.

Grants and Financial Aid Fund

(e) FY23-24 expenditure through May is \$5.34 million representing 96.14 percent compared to budget.

Plant Fund

(f) The Plant Fund resources include beginning fund balance from timber proceeds.

(f1) FY23-24 Plant Fund May expenditure is \$810 thousand and \$ 866 thousand for the ERP implementation

(g) The Plant – Debt Fund expenditure is the semi-annual interest payment related to the \$7.5 million borrowing.

Non-Plant Debt Fund

(h) This fund represents interest earned and debt payments for PERS debt service.

Expenditures
All-Funds
Comparing YTD May 2024 to May 2023

REVENUES

Fund	Description	FY 2023-2024		Revenue as of		% Received	Revenue as of		% Change May 24 compared to May 23	FY 2022-2023		Revenue as of		% Received	Change in % received	Budget versus	
		Budget		5/31/2024			5/31/2023			Budget		6/30/23				Actual	Variance
11	Tuition and fees (a)	\$ 3,218,183	21%	\$ 2,931,885	19%	91.10%	\$ 2,750,541		6.59%	\$ 3,212,413		\$ 2,760,350		85.93%	5.18%	\$	(452,063)
11	State Appropriations (b)	\$ 3,885,176	25%	\$ 4,106,512	27%	105.70%	\$ 2,798,972		46.72%	\$ 4,000,000		\$ 3,771,129		94.28%	11.42%	\$	(228,871)
11	Property Taxes (c)	\$ 5,561,500	36%	\$ 5,657,887	37%	101.73%	\$ 5,303,364		6.68%	\$ 5,400,000		\$ 5,614,605		103.97%	-2.24%	\$	214,605
11	Other (c1)	\$ 933,741	6%	\$ 1,001,303	7%	107.24%	\$ 801,863		24.87%	\$ 896,260		\$ 2,024,357		225.87%	-118.63%	\$	1,128,097
	Beg. Fund Balance (7/1/23)	\$ 1,852,332	12%	\$ 1,662,359	11%	89.74%	\$ 1,361,974		22.06%	\$ 1,600,000		\$ 1,361,974		85.12%	4.62%	\$	(238,026)
	Total General Fund	\$ 15,450,932	100%	\$ 15,359,946	100%	99.41%	\$ 13,016,714		18.00%	\$ 15,108,673		\$ 15,532,415		102.80%	-3.39%	\$	423,742
21	Grants and Financial Aid (e)	\$ 5,556,733		\$ 5,342,470		96.14%	\$ 5,002,286		6.80%	\$ 6,138,058		\$ 6,274,510		102.22%	-6.08%	\$	136,452
41	Plant (f)	\$ 1,718,822		\$ 728,119		42.36%	\$ 1,043,563		-30.23%	\$ 830,000		\$ 2,055,851		247.69%	-205.33%	\$	1,225,851
	Plant - ERP Implementation	\$ 1,876,038		\$ 2,314,895		123.39%	\$ 3,048,500		-24.06%	\$ 4,000,000		\$ 3,048,500		76.21%	47.18%	\$	(951,500)
42	Plant - Debt (g)	\$ 1,658,637		\$ 1,658,331		99.98%	\$ 1,658,794		0.00%	\$ 1,517,010		\$ 1,658,794		109.35%	-9.36%	\$	141,784
54	C&O - Special Revenue	\$ 72,718		\$ 31,210		42.92%	\$ 19,568		59.50%	\$ 71,093		\$ 22,198		31.22%	11.70%	\$	(48,895)
60	Non-Plant Debt Fund (i)	\$ 1,172,000		\$ 629,626		53.72%	\$ 511,949		22.99%	\$ 1,690,000		\$ 565,719		33.47%	20.25%	\$	(1,124,281)
Total Revenues		\$ 27,505,880		\$ 26,064,597		94.76%	\$ 24,301,374		7.26%	\$ 29,354,834		\$ 29,157,987		99.33%	-4.57%	\$	(196,847)

EXPENDITURES

Fund	Description	FY 2023-2024		Expended as of		% Expended	Expended as of		% Change May 24 compared to May 23	FY 2022-2023		Expended as of		% Expended	Change in % expended	Budget versus	
		Budget		5/31/2024			5/31/2023			Budget		6/30/23				Actual	Variance
11	General Operating (d)	\$ 15,450,932		\$ 12,928,948		83.68%	\$ 12,437,446		3.95%	\$ 15,108,673		\$ 13,870,056		91.80%	-8.12%	\$	(1,238,617)
21	Grants and Financial Aid (e)	\$ 5,556,733		\$ 5,520,971		99.36%	\$ 5,744,546		-3.89%	\$ 6,138,058		\$ 6,274,510		102.22%	-2.87%	\$	136,452
41	Plant (f)	\$ 1,718,822		\$ 809,966		47.12%	\$ 733,899		10.36%	\$ 830,000		\$ 746,198		89.90%	-42.78%	\$	(83,802)
	Plant - ERP Implementation	\$ 1,876,038		\$ 865,570		46.14%	\$ 630,589		37.26%	\$ 4,000,000		\$ 733,605		18.34%	27.80%	\$	(3,266,395)
42	Plant - Debt (g)	\$ 1,658,637		\$ 1,658,431		99.99%	\$ 1,658,794		100.00%	\$ 1,517,010		\$ 1,658,794		109.35%	-9.36%	\$	141,784
54	C&O - Special Revenue	\$ 72,718		\$ 34,480		47.42%	\$ 15,030		0.00%	\$ 71,093		\$ 19,224		27.04%	20.38%	\$	(51,869)
60	Non-Plant Debt Fund	\$ 1,172,000		\$ 81,282		6.94%	\$ 95,171		0.00%	\$ 1,690,000		\$ 765,342		45.29%	-38.35%	\$	(924,658)
Total Expenditures		\$ 27,505,880		\$ 21,899,648		79.62%	\$ 21,315,475		2.74%	\$ 29,354,834		\$ 24,067,729		81.99%	-2.37%		
Total Receipts over (under) Total Expenditures		\$ -		\$ 4,164,949			\$ 2,985,899			\$ -		\$ 5,090,258					

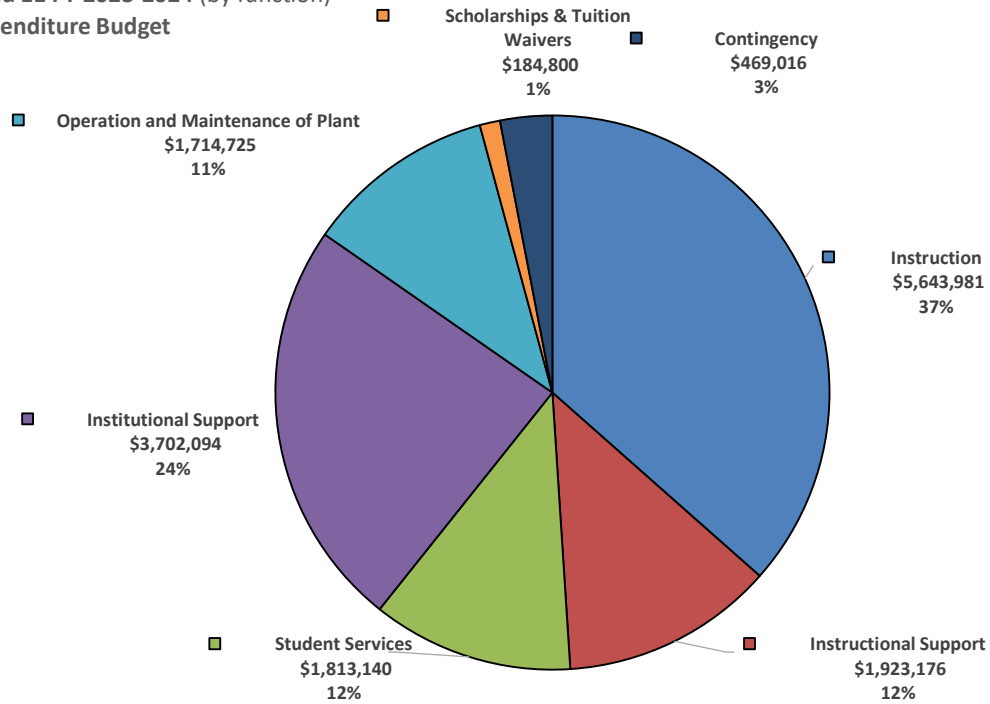
GENERAL FUND (11)

EXPENDITURES BY FUNCTION

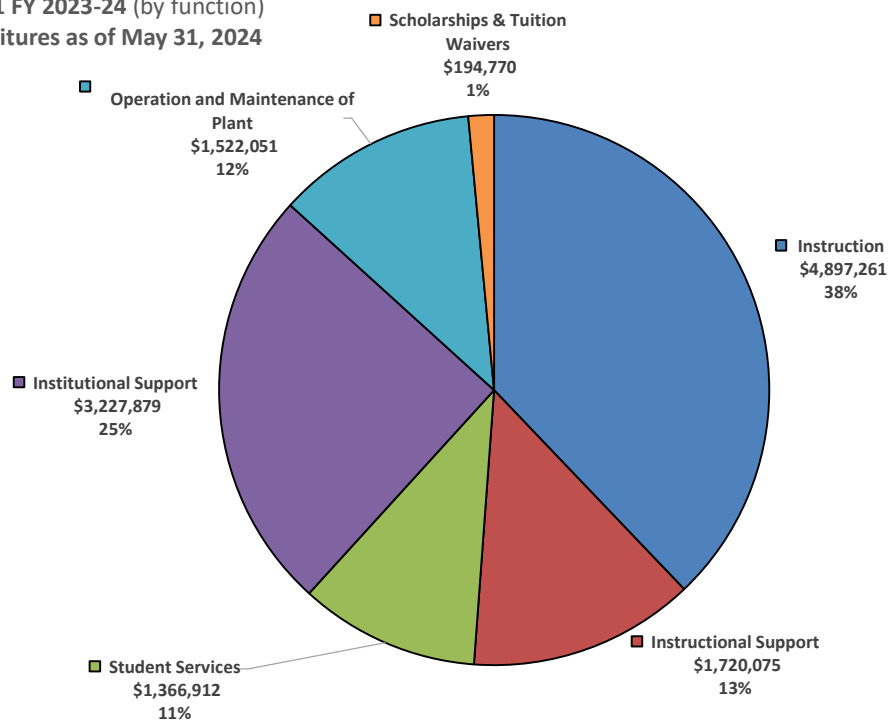
Description	FY 2023-2024		Expended as of		% Expended	Expended as of		% Change May 24 compared to May 23	FY 2022-2023		Expended as of		% Expended	Change in % expended	Budget versus	
	Budget		5/31/2024			5/31/2023			Budget		6/30/23				Actual	Variance
11 General Operating (d)	\$ 15,450,932		\$ 12,928,948		83.68%	\$ 12,437,446		3.95%	\$ 15,108,673		\$ 13,870,056		91.80%	-8.12%	\$	(1,238,617)
<u>By Function</u>																
Instruction	\$ 5,643,981	37%	\$ 4,897,261	38%	86.77%	\$ 4,603,127		6.39%	\$ 5,616,770		\$ 5,170,308		92.05%		\$	(446,462)
Instructional Support	\$ 1,923,176	12%	\$ 1,720,075	13%	89.44%	\$ 1,502,204		14.50%	\$ 1,686,615		\$ 1,632,496		96.79%		\$	(54,119)
Student Services	\$ 1,813,140	12%	\$ 1,366,912	11%	75.39%	\$ 1,487,548		-8.11%	\$ 1,572,429		\$ 1,557,654		99.06%		\$	(14,775)
Institutional Support	\$ 3,702,094	24%	\$ 3,227,879	25%	87.19%	\$ 3,190,942		1.16%	\$ 3,782,446		\$ 3,702,957		97.90%		\$	(79,489)
Operation and Maintenance of Plant	\$ 1,714,725	11%	\$ 1,522,051	12%	88.76%	\$ 1,489,682		2.17%	\$ 1,650,000		\$ 1,638,689		99.31%		\$	(11,311)
Scholarships & Tuition Waivers	\$ 184,800	1%	\$ 194,770	2%	105.40%	\$ 163,943		18.80%	\$ 174,300		\$ 167,952		96.36%		\$	(6,348)
Contingency	\$ 469,016	3%		0%	0.00%				\$ 626,113				0.00%		\$	(626,113)
Total General Fund Expenditures	\$ 15,450,932	100%	\$ 12,928,948	100%	83.68%	\$ 12,437,446		3.95%	\$ 15,108,673		\$ 13,870,056		91.80%		\$	(1,238,617)

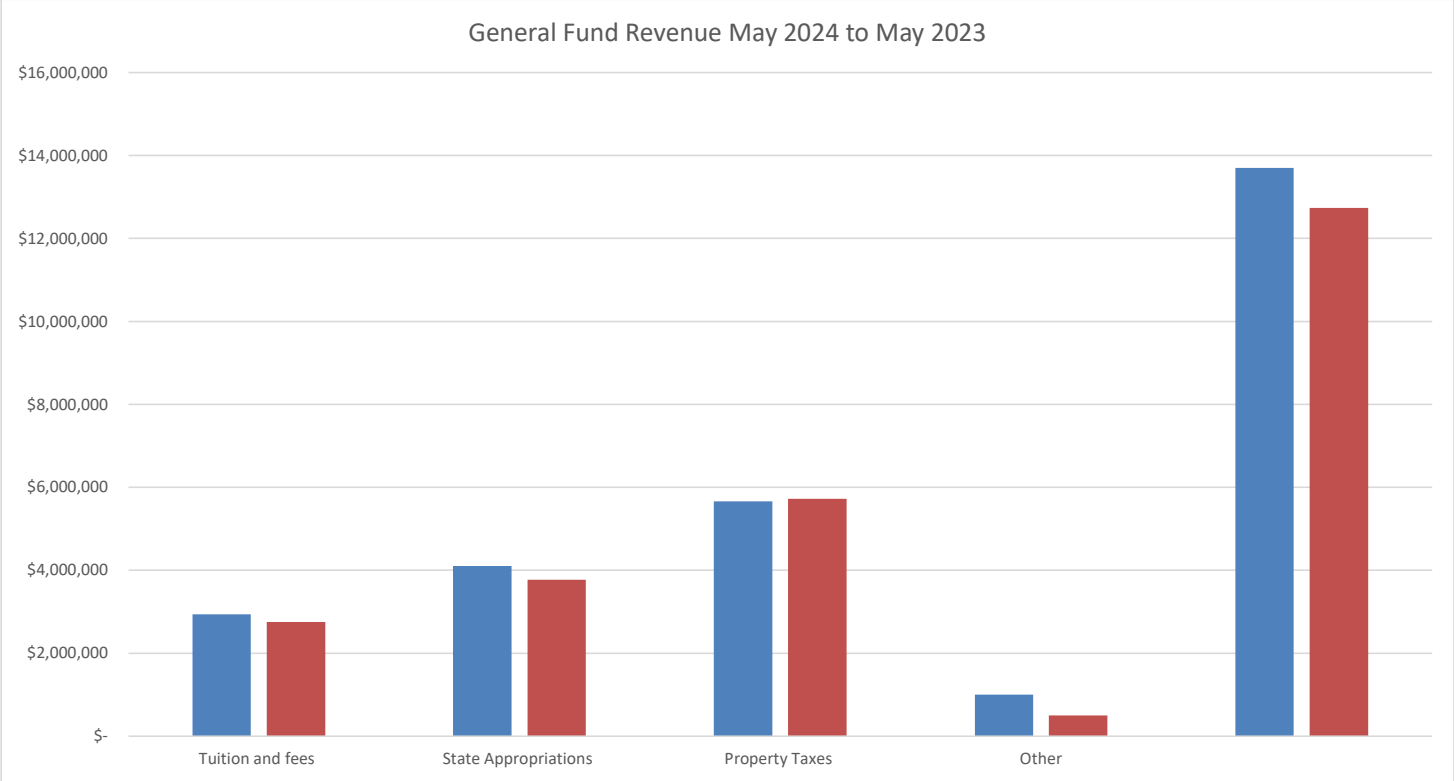
General Fund (11) FY 2023-2024 **by function** **Expenditures**

Fund 11 FY 2023-2024 (by function)
Expenditure Budget



Fund 11 FY 2023-24 (by function)
Expenditures as of May 31, 2024





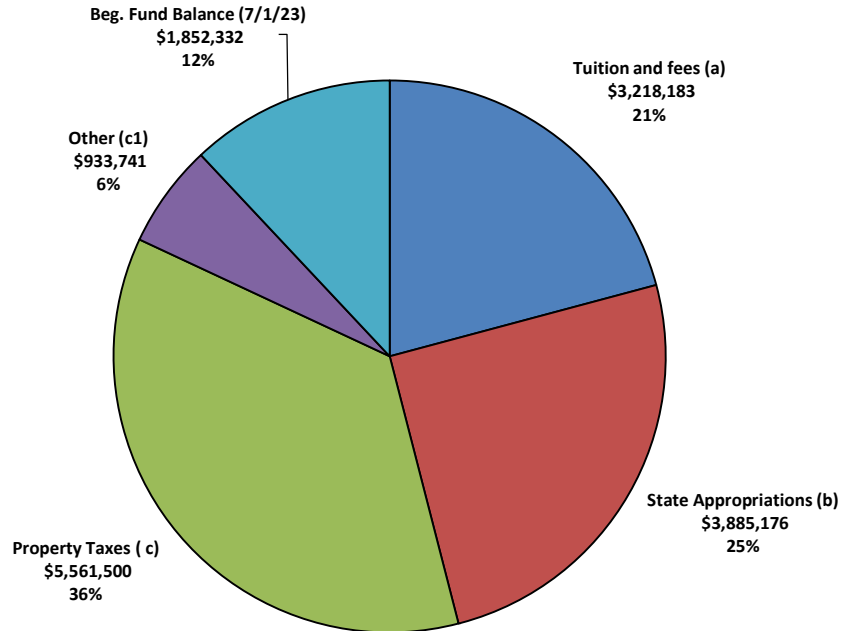
	YTD FY23-24	YTD FY22-23
	May	May
Tuition and fees	\$ 2,931,885	2,751,095
State Appropriations	\$ 4,106,512	3,765,769
Property Taxes	\$ 5,657,887	5,721,624
Other	\$ 1,001,303	495,074
	<u>\$ 13,697,587</u>	<u>\$ 12,733,562</u>

General Fund (11) FY 2023-2024

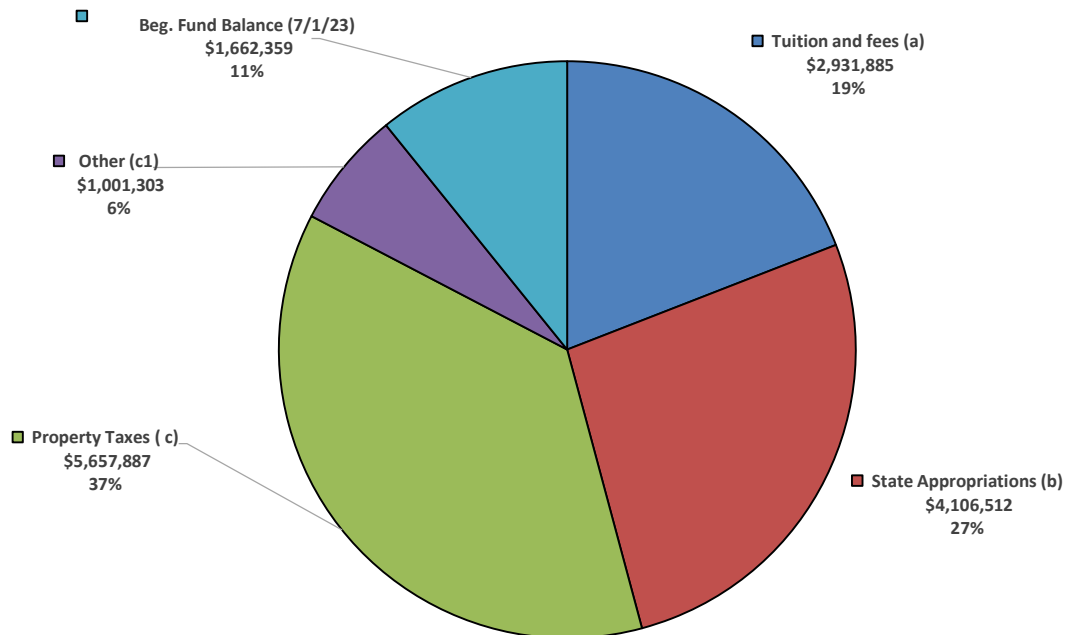
by source

Revenue

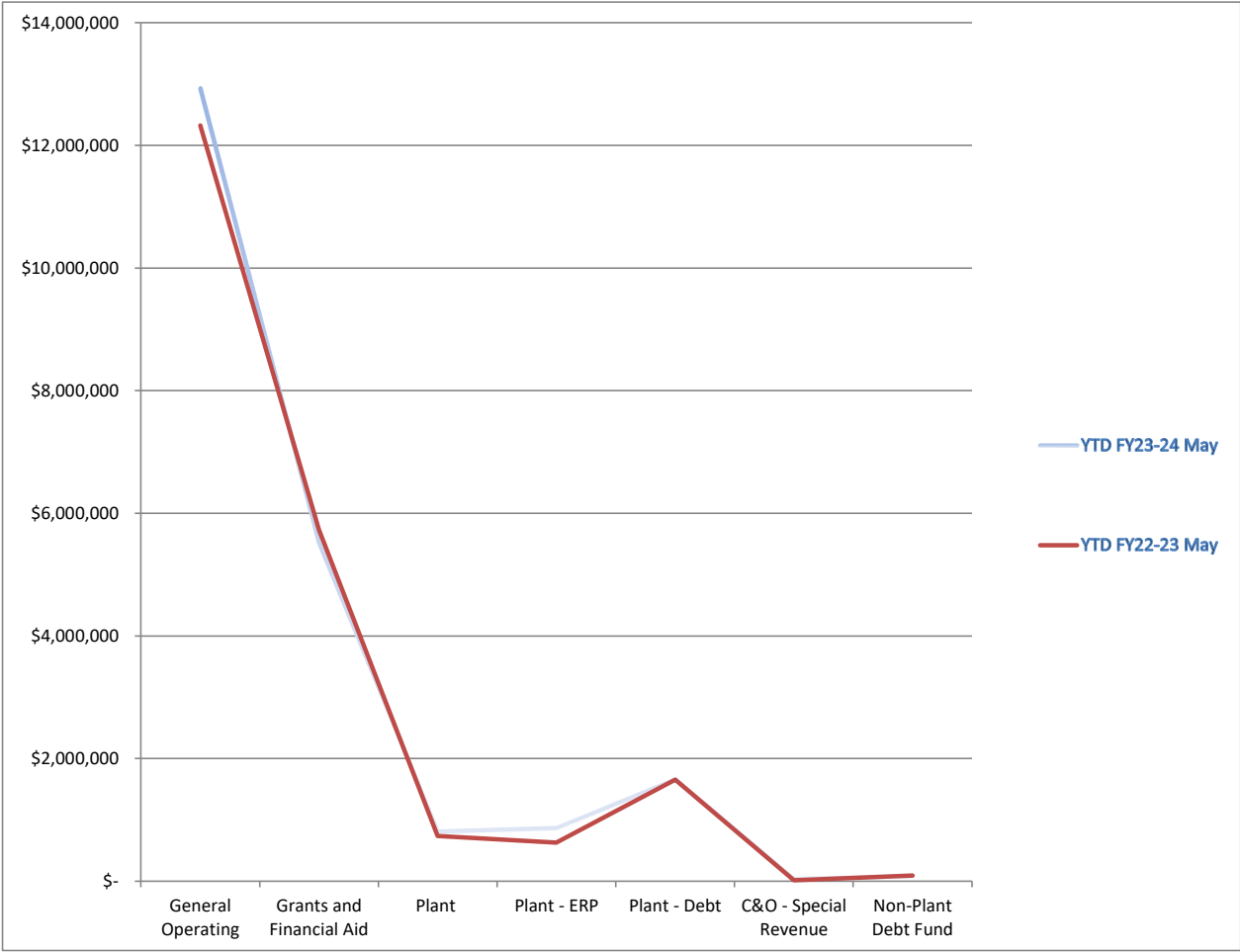
Fund 11 (10) FY 2023-2024 (by source)
Revenue Budget



Fund 11 (10) FY 2023-2024 (by source)
Revenue as of May 31, 2024



Expenditures
All-Funds
Comparing YTD May 2024 to May 2023



	YTD FY23-24 May	YTD FY22-23 May
General Operating	\$ 12,928,948	12,326,981
Grants and Financial Aid	\$ 5,520,971	5,727,874
Plant	\$ 809,966	733,899
Plant - ERP	\$ 865,570	630,589
Plant - Debt	\$ 1,658,431	1,658,794
C&O - Special Revenue	\$ 34,480	15,030
Non-Plant Debt Fund	\$ 81,282	95,171
	<u>\$ 21,899,648</u>	<u>21,188,338</u>

OCCA Board of Directors Meeting – Meeting Takeaways

May 17, 2024

On Friday, May 17, 2024, the OCCA Board met in a hybrid fashion at Linn-Benton Community College in Albany. Here are some takeaways from the meeting that can be shared with local community college board members. Thank you to Linn-Benton Community College for hosting!

OCCA Executive Director Search Update

The OCCA Board approved the hiring of Dr. Abby Lee as OCCA's next Executive Director. Abby has spent the last 25 years at Treasure Valley Community College (TVCC) in Ontario, Ore. For the past 17 years she's served as the Associate Vice President of College and Public Relations. Prior to that, she spent three years as the Regional Center Director for Eastern Oregon University at TVCC, following five years as TVCC's Director of Public Information and Executive Director of the TVCC Foundation. In addition to her role at TVCC, Abby has also spent the last decade as a 5-term Idaho State Senator (District 9), retiring this year as the Senate Assistant Majority Leader who was known for her bipartisan work on many issues. Read more about Abby on the [OCCA website](#).

Abby will begin her new role on July 1, 2024. OCCA would like to thank the Board members who served on the Search Committee for their significant time spent on the process. OCCA looks forward to introducing Abby to stakeholders.

Legislative Update: Budget Development & Policy Option Package Requests

OCCA has been working with college presidents, board members, business officers and other stakeholders to develop the Current Service Level (CSL) and budget request for the Community College Support Fund (CCSF) for the 2025-27 biennium. On May 8, OCCA Deputy Director John Wykoff presented the CSL and policy option package requests to the Higher Education Coordinating Commission's (HECC's) Funding & Achievement Subcommittee as part of the HECC's agency request budget development process. Dr. Lisa Skari, President of Mt. Hood Community College and the Chair of the Oregon President's Council, and Portland Community College Associate Vice President of Finance Dina Farrell, spoke to the budget needs during the subcommittee meeting as well.

The Policy Option Package requests OCCA submitted include new investments in cybersecurity, corequisite education, adult reconnect programs, applied baccalaureate programs, and restoring the deferred eighth-quarter payment of the biennium. [Click here](#) for a link to the presentation presented to the HECC Subcommittee on Funding & Achievement.

2024-2025 OCCA Officers & Executive Committee Elected

The Board elected the following 2024-2025 OCCA Officers and Executive Committee members:

- President - Austin Fohnagy, Board Member, Lane Community College
- Vice President - Andrew Speer, Board Member, Mt. Hood Community College
- Secretary - Mark Browning, President, Blue Mountain Community College
- Treasurer - Laurie Chesley, President, Central Oregon Community College
- At-Large (2024-26) - Kristin Adams, Board Member, Linn-Benton Community College
- At-Large (2023-25) - Betsy McMahon, Board Member, Tillamook Bay Community College
- Past President - Jane Reid, Board Member, Clackamas Community College

2024-25 OCCA Budget Approved

The Board approved the OCCA budget for 2024-25. Budget items to note include:

- 2% dues increase.

- 3% COLA for OCCA staff.
- Executive Director start date of July 1, 2024.
- \$22,300 in additional revenue for OCCA from indirect Strategic Fund contracts and initiatives being carried out by the Success Center during the 2023-25 biennium. These Strategic Fund investments are decided upon by the Oregon President's Council. Strategic Funds are set aside from the Community College Support Fund (CCSF) to carry out statewide initiatives during the biennium.

LBCC Civil Discourse Workshop

As part of the Board meeting, representatives from Linn-Benton Community College's Civil Discourse program, including several students, provided a workshop on how they navigate and promote dialogue that enhances understanding among individuals with diverse viewpoints in an open and respectful environment. The students shared their positive experiences with the program and how it has helped them in life. The workshop was very well received, with interest in the presentation being featured at the OCCA Annual Conference. With the upcoming elections for 2024, board members may be interested in reading the document "[Maintaining Campus Community During the 2024 Election: A Guide for Leaders, Faculty, and Staff](#)," from the Constructive Dialogue Institute.

OCCA State of the Association

OCCA Interim Executive Director Karen Smith presented the OCCA State of the Association report for 2023-24, and shared that she believes this is the first time such a report has been generated by OCCA. The report, which can be found on the [OCCA website](#), highlights OCCA staff work related to the Board's OCCA Priorities and Objectives over the past year. The report includes information on legislative advocacy, student success initiatives, board training and development, partnerships, and other association activities.

Upcoming Events

OCCA Lunch & Learn Webinar Series

Join OCCA for the next Lunch & Learn Webinar on May 30 titled, "Funding 101: How Community Colleges Are Funded." Participants will discover the intricacies of community college funding in Oregon. Gain insights into the financial mechanisms that sustain the institutions: state funding, property taxes, and student tuition and fees. This and other monthly OCCA Lunch & Learn webinars are available as part of membership to OCCA member colleges and their board members. Register online for the May 30 Lunch & Learn or any of the remaining 2024 webinars on the OCCA [website](#). Miss out on prior Lunch & Learn webinars? Recordings are available on the OCCA Lunch & Learn [web page](#) to watch at a time convenient for you! If you would like access to the slides that accompany the trainings, please email Katie Archambault at katie@occa17.com.

Mark Your Calendars: OCCA Annual Conference

The 2024 OCCA Annual Conference is set for Nov. 6-8 at Salishan Coastal Lodge in Gleneden Beach on the beautiful Oregon Coast. This year's theme is "Charting the Course to the Future." A call for presentations will go out in June, and keynote speakers will be announced soon. Nominations for the annual Howard Cherry Awards for Outstanding Board Member, Outstanding Administrator, and Outstanding Advocate will open soon as well. Visit the [OCCA Annual Conference page on the OCCA website](#) for up-to-date details and a timeline of important dates.

Have a question about any of this information or other community college issues? Want to learn how to get more involved with the OCCA Board? Contact OCCA staff at occa@occa17.com or visit www.occa17.com. Be sure to also follow us on Facebook @OregonCommunityCollegeAssociation and on Twitter @ORCommColleges, and subscribe to the OCCA Digest e-newsletter on our website.

BOARD REPORT – June 13th, 2024

CEDR

Clatsop Center for Business, Community & Professional Development Clatsop WORKS & Cooperative Work Experience

CEDR

Submitted by: Kevin Leahy, CEDR Executive Director & CCC Associate Vice-President

The CEDR Awards event was held at Patriot Hall on Thursday, May 16 with an overflow crowd of 200 in attendance! 17 awards were given out to Businesses & Organizations throughout the county. Bill & Robin Montero of Seaside were given the Skip Hauke Spirit of Business Community Supporter Award. Special thanks to Dan Clark, the facilities team and Helen Keefe for their teamwork and partnership supporting this once-a-year countywide celebration of business success!

The CEDR Board Meeting was held at the Astoria Golf & Country Club on Tuesday, May 28. Interim President Toyas and BOE member Flukinger were in attendance. The 2024-25 CEDR draft budget was passed and will be finalized at the July 23rd Board meeting at the South County Campus. The round table sharing of all the public & private sector members is always a highlight of the meeting. Providence Seaside Hospital CEO Rebecca Coplin shared that they have funded a grant writer that can be utilized by partners throughout the county, and a similar position in the Gorge generated \$30M in grant projects. Kevin is following up with more details that could assist CCC.

CENTER FOR BUSINESS, COMMUNITY & WORKFORCE DEVELOPMENT

Submitted by Jessica Newhall, Director CBCW, Jason Edwards (Coordinator, Workforce Training) & Kinga Sanders (Coordinator, Community Education)

Clatsop SBDC

Small Business Management Program “Graduations”

In May we hosted two “graduation” events for our Small Business Management program- the first for the SBM I students where 7 participants completed the program and the Advanced program where 8 students completed the program.



Startup Bootcamp

We had a very successful final session of the Start-up Boot Camp with eight of the 10 participants presenting business plans. All did a fantastic job, and several are now moving forward, full speed ahead!

House Bill 3410 Funding

Kevin Leahy & Jessica Newhall submitted final Scope of Work to Business Oregon for Department of Justice review for \$258,000 grant ask to support small business education and resiliency programming.

Community Education

Community Education is ending the year up 12.9%, with 37.5% more FTE Eligible classes and 21.9% more personal enrichment classes offered in the 23-24 school year than 22-23.

Workforce Training/ Professional Development

New technology professional development series being offered this summer including basic computing skills, graphic design, and Google suite skill enrichment

Bandit Community Fitness

Paid term community memberships down 10.4%, while punch card sales up 19.5%, suggesting that punch cards are potentially negatively impacting term sales and have made management recommendations to watch.

Clatsop WORKS Paid Internship Program & CCC Cooperative Work Experience

Submitted by Misty Bateman, Program Manager

Clatsop WORKS

We have 120 students who applied for an internship opportunity this summer – a record number for the program!

Astoria High: 37

Warrenton High: 25

Clatsop Community College: 22

Seaside High: 15

TPJC: 11

Jewell School: 7

Knappa High: 2

Homeschooled 1

Current Stats that have been reported to me by employers (still waiting on data from some employers)

- i. 85 students received an interview request.
- ii. 69 students have interviewed.
- iii. 22 employers have hired 29 student interns.
- iv. 3 employers required more time to interview -I anticipate at least 3 more interns hired

Students hired so far:

- Astoria High: 8
- Seaside High: 8
- Warrenton High: 4
- TPJC: 4
- Clatsop Community College: 4
- Jewell School: 1
- Homeschool: 1
- Knappa High: 0

Cooperative Work Experience (CWE)

Misty met with the CWE students and their supervisors at their respective worksites in May for worksite check-ins and midterm assessment & evaluations. All 5 students that are in a worksite internship / Co-op this term are doing well and all 5 employers are pleased with the students' performances.

Foundation Board Report for Thursday, June 13, 2024 Board of Education Meeting
Submitted by Angee Hunt, June 3, 2024

1. CCCF Scholarship Updates:

- a. Spring Cycle statistics. There were 154 completed student applications submitted for review compared to last year, only 134 completed applications were submitted.
 - i. A team of 16 reviewers participated in the review process, including CCC faculty & staff, CCC Foundation Board directors, and volunteers from the community.
 - ii. Nearly \$400,000 was available in CCC Foundation scholarship support:
 1. \$73,000 Magic Opportunity Fund
 2. \$94,275 Annual Scholarships (over 30 funds, representing 74 individual scholarships)
 3. Over \$158,000 Endowed Scholarships (24 funds, various individual scholarship awards ranging from \$360 to \$2,000 each)
 4. Approximately 60% of available funding was awarded (~\$240,000)
- b. Summer/Fall cycle. The remaining ~\$160,000 will be awarded during the summer/fall cycle that is currently open and set to close on September 15.

2. 2024-25 Student Ambassadors.

- a. 76 students indicated an interest to be a student ambassador for 2024-25.
- b. A follow-up form was sent to all interested students and 12 submitted answers to the questions. These students will be invited to in-person interviews in September to help rank and select the 5 finalists. Those who are not included with the initial 5, will be maintained on a reserve list to fill in as needed.

3. >\$630,000 was provided in 2023-24 to the College through CCC Foundation managed funds:

- a. Over \$231,000 was awarded to students through scholarship funds. Thanks to the efforts of the Financial Aid Office nearly 78% of available scholarships were disbursed to students during the academic year.
- b. A total of \$84,000 in support was disbursed through the Magic Opportunity Fund. Initially 65 students received. Of these, 51 were retained through Spring term, which is nearly 80% compared to ~60% of students in the overall population. This is a similar trend to completion/retention statistics from 2022-23 (84% completion for recipients vs. ~60% for non-recipients)
- c. Nearly \$315,000 was provided to the College as program support:
 - i. \$105,000 from a private donor for the new air tank bottle refill station and valve/fan upgrades for the Fire Response Research Center
 - ii. \$72,500 Roundhouse Foundation GRANTS:
 1. \$50,000 for the new air tank bottle refill station
 2. \$22,500 career and technical education student equipment
 - iii. Nursing program funding support donated by Columbia Memorial Hospital and GRANTS funded by Providence Health & Services.
 - iv. Welding program equipment from the Edward Reed welding equipment fund.

4. SAVE THE DATES:

- a. **Tuesday, September 24, 2024.** New Student Orientation BBQ lunch provided and served by the CCC Foundation Board of Directors.
- b. **Thursday, October 17, 2024.** Bandit Celebration event for scholarship donors, recipients, and other Friends of CCC.

Communications and Marketing Report for Thursday, June 13th, 2024 BOE Meeting

Submitted by Julie Kovatch, 6/3/24

Communications - Internal

- Website-
 - May website use: Users: 6.3K
 - Highest visited pages for Mar.: Homepage, Canvas, New MyCCC, Faculty Staff, Register for Classes
- Ongoing work with Student Support Services to update maps and directional signage for ADA and Title IV compliance. This is a large, detailed project with weekly meetings.
- Creation of promotions and press releases: Ales & Ideas, Art Gallery shows, Foundation event
- Acting as an advisor for the Associated Student Government until someone is hired in Student Success area that would be more appropriate to serve in that capacity. Meeting with ASG weekly, assisting with PO's and purchases and activities as requested.
- Updated Medical Assisting Tri-Fold Brochure for order
- Published new "Student Forms" page on the website to be used by Student Services to reference common documents needed by Students
- Updated Library Quick Database Tabs on the Library landing page on the website (including the addition of a "Medical" tab)
- Consolidated "Literature & Humanities" and "Writing" Learning Communities into "English" on the website and in upcoming print promotional materials for AAOT Degree
- Helped HR update Award Certificate Template
- Submitted branding workbook for Ellucian's developing Recruit product
- Working with graduation committee and assisting in preparations for commencement: streaming, photography, set up, supplies
- Member of New Student Orientation committee: assist with promo materials, messaging, activities.

Communications - External

- Announcements and Press releases for Ales & Ideas, Commencement and Guest Speaker announcement, CCC's scholarship recipient, Shinrin-Yoku art hike, CCC end of year bonfire, Clean up day, CCC Pride month activities
- Meeting weekly with Corragio on strategic planning tasks and organization, timelines, and communications.
- Registered for Summer Parades: 4th of July in Warrenton and Astoria Regatta in August
- Connected with Seaside Farmers Market and will have a CCC booth at the market once a month through the summer to connect with locals in the seaside area.

Communications and Marketing Report for Thursday, June 13th, 2024 BOE Meeting

Submitted by Julie Kovatch, 6/3/24

Marketing – Printed Media, Radio, and Publications, Marketing events

- Promoted April/May events at CCC on website with news, events and ads, and social media: Commencement and Lavender graduation, Ales & Ideas, CCC Student Art Show, Registration for Summer/ Fall open, Community Education classes, Shinrin-Yoku art hike, Pride March, CCC Bonfire and campus cleanup day.
- Helped stuff Coast Guard Welcome Bags going to all incoming Coast Guard families and persons this year. I was able to supply a summer schedule, Bandit Community Fitness flyer, and CCC pens into approximately 200 bags for this effort.
- Radio Ads started for a run through May and June focusing on starting their college journey here and how more people are eligible for FAFSA than ever before and there is financial assistance to attend CCC.
- Ads focusing on Oregon Promise and Transferability are being played during Astoria sports and college sports broadcasts. Creating new radio to run May/June promoting starting at CCC before transferring on.
- Social Media- Audience- May #'s-
 - Facebook followers: 3,422 (up 6)
 - Instagram Followers: 1,210 (up 8)
 - Organic post reach #'s Facebook: 4.5K Instagram: 668

Events – Recent and Upcoming

- June 6- Ales and Ideas- Student Awards and projects
- June 7th- Shinrin-Yoku hike
- June 7th- End of Year CCC Bonfire at the Beach
- June 12th- Lavender Graduation
- June 13th- Nurses Pinning
- June 14th- Commencement
- June 15th- CCC participates in Seaside Carshow
- CCC events and important dates can be seen on the CCC Calendar at:
www.clatsopcc.edu/events/

May 9, 2024 Board of Education

For informational purposes only – no performative action needed

The following procedures were approved by the College's Joint Policies and Procedures Committee at their March and April meetings.

- AP 7234 Overtime
- AP 7232 Classification Review

AP 7234 Overtime

References:

29 U.S. Code Section 207;
29 Code of Federal Regulations Parts 516.2(5), 516.3, 553.25, 553.27, 785.48
subdivision (b);
Mortensen v. County of Sacramento (9th Cir. 2004) 368 F.3d 1082
Beck v. City of Cleveland (6th Cir. 2004) 390 F. 3d 912;
Christensen v. Harris County (2000) 529 U.S. 576, 120 S.Ct. 1655;
ORS 653.268
OAR 839-020-0030

The work week begins at 12:00 a.m. on Sunday and ends at 12:00 midnight on Saturday.

Overtime

- Overtime will be paid at time and a half of the employee's normal hourly rate of pay. All employees REQUIRED to work during the times that the College is closed due to administratively declared emergency closures will be paid at the overtime rate of pay. This will include custodian and maintenance personnel who are on shift at the time of closure.
- Overtime wages will be paid for hours worked in excess of forty (40) hours in a work week.
- No overtime is permitted unless it has been pre-approved in writing by the immediate supervisor prior to the work time.
- If an employee has elected to take compensatory time in lieu of overtime wages, it must be taken within thirty (30) calendar days of the date on which it was earned. If the employee is unable to use compensatory time within this timespan, then the employee will be paid for their overtime.
- All accumulated compensatory time will be paid in full in June each year.
- Flexible Scheduling: Flexible scheduling opportunities may be available when mutually agreed in advance by the immediate supervisor and the employee and only when such an agreement is in compliance with state and federal regulations. Flexible scheduling may include, for example, working less than a regular schedule one day and more the next but never more than forty (40) hours in a work week.

Unless the *Chief Human Resources Officer* specifies otherwise in writing, overtime-eligible employees may not have remote access to the College's equipment, resources, or email.

All employees must accurately report all work time to the nearest quarter hour.

Volunteering should be at the overtime-eligible employee's initiative and shall not count as hours worked on time records. Overtime-eligible employees may not "volunteer" work

time to perform duties that are the same or similar as their stated or another overtime-eligible employee's regular job duties. No supervisor has authority to require overtime-eligible employees to volunteer work time.

An overtime-eligible employee may opt to accrue compensatory time-off (CTO) in lieu of cash payment for overtime worked if their supervisor agrees prior to overtime work being performed.

- **Accrual Rate:** CTO accrues at the rate of 1.5 hours for each hour, or fraction thereof, worked after 40 hours of actual work within the employee's designated workweek. Time in paid leave status does not count toward CTO. CTO cannot be accumulated in excess of 40 hours at any given time.
- **Employee Request to Use CTO:** The College will grant an employee's request to use accumulated CTO provided that:
 - the department can accommodate the use of CTO on the day requested without undue disruption to department operations; and
 - the employee makes the request in writing to the supervisor no later than five days prior to the date requested. If the employee does not provide five days' notice, or if the department cannot accommodate the time off without undue disruption, the College will provide the employee the opportunity to cash out the amount of CTO requested at the end of the current pay period.
- **College Cash Out:** The College reserves the right to cash out accumulated CTO at any time.
- **Value of CTO Cash Out:** During employment, CTO is cashed out at the employee's current FLSA regular rate of pay (including all FLSA-applicable salary differentials and special pays). Employees separating from **College** service shall be compensated for all accrued, unused compensatory hours at their current FLSA regular rate of pay.

Joint Policies and Procedures Committee Approval Date: March 11, 2024



AP 7232 Classification Review

References:

ORS 652.210-652.235

ORS 659A.357

OAR 839-008

Purpose/Philosophy

Job functions change. New department needs arise or positions change over time. As a result, positions require periodic review at the time when departments are making decisions about job duties within their areas.

It is the intention of the college to maintain an equitable pay system, placing employees appropriately on the salary schedule.

The purpose of the Classification Committee is to make decisions regarding the banding of new or existing positions.

Guiding Principles

Our compensation program is founded on the following core principles:

Pay Equity: Clatsop Community College strives to ensure all employees are paid fairly and responsibly based on a variety of factors relating to their position. The law defines work of comparable character as "work that requires substantially similar knowledge, skill, effort, responsibility and working conditions in the performance of work, regardless of job description or job title."

The law permits employers to take various factors into account when evaluating pay disparities for work of comparable character, including education and experience, but it also states that no single factor is dispositive.

In accordance with Oregon Pay Equity and Clatsop Community College Policies and Procedures, all differences in compensation levels for work of comparable character must be attributable to one or more "bona fide" factors related to the position that are based on:

- A seniority system
- A merit system
- A system measuring earning by quantity or quality of production (i.e.: piece-rate work)
- Workplace location
- Travel, if necessary and regular for the employee
- Education
- Training

- Experience
- Any combination of these factors if the combination of factors accounts for the entire compensation differential

Compensable factors: are used to evaluate jobs and develop a job worth hierarchy to provide fairness and equity throughout. OR Pay Equity Compensable Factors:

- **Knowledge/Skill** – measured by factors such as the experience, ability, education, and training required to perform the job.
- **Effort** – the amount of physical or mental exertion needed to perform a job.
- **Responsibility** – the degree of accountability required to perform the job.
- **Working Conditions** – this encompasses two factors (1) physical surroundings like temperature, fumes, and ventilation; and (2) hazards.

Reclassifications: Reclassifications are the result of increased responsibility, not more of the same kind of work and not a reward for good performance. Reclassifications are not a substitute for creating and advertising new positions. If there is a need for the addition of a higher-level position in your area, then the new position needs to be made available for a wider recruitment.

Supervisors or employees may be asked for additional information during the review process.

Procedure

The following basic situations arise which may require reclassification of employees.

1. **Temporary increase in duties:** Occasionally, due to the temporary vacancy of a higher-level position, an employee is asked to perform duties outside of the regular band/group/ subgroup. Depending on the extent to which the individual in the temporary position is asked to perform a substantial portion of the duties of the position, the employee may be given an increase in pay for the duration of the assignment.
 - A. Duties must be assigned by the supervisor, rather than assumed by the employee. A temporary pay increase should last only as long as it takes to fill a vacant position or decide on a new office organization but shouldn't last longer than 12 months.
 - B. Temporary pay will be retroactive to the first day that the temporary classification is determined to be effective.
 - C. A temporary pay increase will be established by the Director of Human Resources (or interim appointment by the President) upon review of new duties and agreed upon by the employee. Differential pay may reflect a temporary re-banding or a mutually agreed upon salary increase for the duration of the vacancy.

- D. If a decision is made later to eliminate the temporary position, then through reorganization the individual filling the position on a temporary basis will return to his/her original position.
 - E. Approved requests will be funded through departmental budgets.
2. Gradual change of job functions: Over time, employees may be asked by their supervisors to perform more responsible duties.
- A. An employee must be in a position for at least one year before consideration for a permanent reclassification.
 - B. Requests for reclassification may be initiated by the supervisor or the employee but must have the approval of the supervisor before being forwarded to the Classification Committee for review. The President will approve the proposed changes and/or additions to the job description prior to review by the Classification Committee. Forms for reclassification requests will be available in the Office of Human Resources.
 - C. Requests will be analyzed using the Point Factor Method which uses defined factors and degrees of the job to determine how much value they add to a job role. These factors are divided into different sectors, such as skills, responsibilities, and required effort. These factors are then assigned a numerical weight. Finally, the overall factors or points for a specific job are added up and compared against other jobs to understand the value of the jobs. This method clarifies a job's internal value without considering market value. See Table 1.

Table 1: Point Factor Method Example

Category	Factor	Points
Skill 480 points/30%)		
	Knowledge (Education & Experience)	288
	Communication	192
Responsibility (640 points/40%)		
	Impact & Influence	192
	Work Independence	192
	Supervision	128
	Planning	128

Effort (240 points/15%)	
Mental	144
Physical	96
Working Conditions (240 points/15%)	
Hazards	240
Total Points	1600

- D. Reclassification requests will be considered each year. A new salary will be effective on the date the new job description becomes effective. Requests must be received by January 15 to be included in the budget for the next year.
 - E. Decisions regarding reclassification requests will be made by the Classification Committee, chaired by the Director of Human Resources (or interim appointment by the President).
3. Departmental reorganization: A departmental reorganization may result in the need to reclassify an employee.
- A. Approval of a department reorganization will be made by the College President.
 - B. The Classification Committee will band new position descriptions that result from department reorganizations.
 - C. The supervisor along with input from the employee or employees must show how job duties will be changed.
 - D. Requests will be considered throughout the year.
4. Classifying new positions or reclassifying vacant positions: The Classification Committee will classify all new positions. Supervisors who wish to reclassify a vacant position should submit the new proposed job description to the Classification Committee for appropriate banding of the position.

Committee Format

One confidential classified employee, three classified employees, and three service/supervisory employees will be appointed by each employee group represented. Committee members will serve three-year staggered terms, with one new member for each group appointed every year. Appointed confidential classified employees will serve a maximum of three years.

Joint Policies and Procedures Committee Approval Date: April 8, 2024

Last Revised: April 8, 2024

Availability Board Retreat June 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	NO Sheila	NO Sheila	NO Sheila	NO Sheila NO Ed	NO Sheila NO Ed	1 NO Sheila No Ed
2 NO Sheila NO Ed	3 NO Sheila	4	5	6	7 NO Way	8 NO Sheila
9 NO Sheila	10 NO Sheila	11 NO Sheila	12 NO Sheila	13	14 NO Felicity	15
16	17	18	19	20 NO Teena	21 NO Teena	22
23	24	25	26	27	28	29
30						

NOTES

Tim can do any day prefers no Fridays or weekends, recommends last two weeks of June

2nd Reading and Adoption



BP 2432 Presidential Succession

References:

There is no Oregon statutory requirement.

The Board of Education delegates authority to the President to appoint an acting President to serve in their absence for short periods of time, not to exceed 22 business days at a time. The Board of Education, by a majority vote during a regular or special meeting, may overturn the President's decision and name the acting President.

The President at all times shall have a written list of succession in ranked order of no less than three individuals approved by a majority vote of the Board of Education in a regular or special meeting and kept in the Office of Human Resources. In the absence of the President and when an acting President has not been named, the individual on the President's written list of succession shall be named (in ranked order).

The Board of Education shall appoint an acting President for periods exceeding 22 business days*.

**Mirrors the number of vacation days in the President's Contract*

END OF POLICY

Board Adoption Date:

Last Revised:

Rescinds: None; no applicable policy

2023-24-_____ RESOLUTON AMENDING 2023-24 APPROPRIATION

BE IT RESOLVED that the Board of Education of Clatsop Community College amends the appropriations for the purposes indicated within the funds below beginning July 1, 2023

	2023-24 Adopted	2023-24 Amended	Variance
General Fund			
Total Instruction	\$ 5,643,981	\$ 5,643,981	\$ -
Total Support Services	\$ 9,057,211	\$ 9,057,211	\$ -
Total Enterprise and Community Services	\$ 35,424	\$ 20,224	\$ (15,200)
Total Other Uses	\$ 184,800	\$ 200,000	\$ 15,200
Total Contingency	\$ 469,016	\$ 469,016	\$ -
Total Transfers	\$ 60,500	\$ 60,500	\$ -
Total General Fund Appropriations	\$ 15,450,932	\$ 15,450,932	\$ -
Total Unappropriated Ending Fund Balance	\$ -		
Total General Fund Requirements	\$ 15,450,932	\$ 15,450,932	\$ -
Grants/Financial Aid Fund			
Total Instruction	\$ 222,522	\$ 300,000	\$ 77,478
Total Support Services	\$ 2,270,756	\$ 2,182,278	\$ (88,478)
Total Enterprise and Community Services	\$ 573,084	\$ 573,084	\$ -
Total Other Uses	\$ 2,490,371	\$ 2,950,000	\$ 459,629
Total Transfers	\$ -	\$ 11,000	\$ 11,000
Total Grants/Financial Aid Appropriations	\$ 5,556,733	\$ 6,016,362	\$ 459,629
Total Unappropriated Ending Fund Balance	\$ -	\$ -	\$ -
Total Grants/Financial Aid Requirements	\$ 5,556,733	\$ 6,016,362	\$ 459,629
Unexpended Plant Fund			
Total Facilities Acquisition and Construction	\$ 1,904,566	\$ 1,960,000	\$ 55,434
Total Contingency	\$ 1,000,000	\$ 944,566	\$ (55,434)
Total Transfers	\$ 690,294	\$ 690,294	\$ -
Total Unexpended Plant Fund Appropriations	\$ 3,594,860	\$ 3,594,860	\$ -
Total Unappropriated Ending Fund Balance	\$ -		
Total Unexpended Plant Fund Requirements	\$ 3,594,860	\$ 3,594,860	\$ -
Plant Debt Service Fund			
Total Other Uses	\$ 1,658,637	\$ 1,658,637	\$ -
Total Plant Debt Services Fund Appropriations	\$ 1,658,637	\$ 1,658,637	\$ -
Total Unappropriated Ending Fund Balance	\$ -		
Total Plant Debt Service Fund Requirements	\$ 1,658,637	\$ 1,658,637	\$ -
Clubs & Organizations			
Total Enterprise and Community Services	\$ 10,810	\$ 16,000	\$ 5,190
Total Other Uses	\$ 48,647	\$ 43,457	\$ (5,190)
Total Transfers	\$ -	\$ -	\$ -
Total Contingency	\$ 13,261	\$ 13,261	\$ -
Total Clubs & Organizations Fund Appropriations	\$ 72,718	\$ 72,718	\$ -
Total Unappropriated Ending Fund Balance	\$ -		
Total Clubs & Organizations Fund Requirements	\$ 72,718	\$ 72,718	\$ -
Non-Plant Debt Fund			
Total Other Uses	\$ 802,584	\$ 802,584	\$ -
Total Reserved for Future Expenditures	\$ 369,416	\$ 369,416	\$ -
Total Non-Plant Debts Fund Appropriations	\$ 1,172,000	\$ 1,172,000	\$ -
Total Unappropriated Ending Fund Balance	\$ -	\$ -	\$ -
Total Non-Plant Debt Fund Requirements	\$ 1,172,000	\$ 1,172,000	\$ -
TOTAL APPROPRIATIONS			
TOTAL APPROPRIATIONS	\$ 27,505,880	\$ 27,965,509	\$ 459,629
TOTAL UNAPPROPRIATED ENDING BALANCE	\$ -	\$ -	\$ -
TOTAL BUDGET REQUIREMENTS	\$ 27,505,880	\$ 27,965,509	\$ 459,629

2023-24-02 RESOLUTION ADOPTING THE 2024-2025 BUDGET. MAKING APPROPRIATIONS. AND IMPOSING AND CATEGORIZING TAXES

BE IT RESOLVED, that the Board of Education of Clatsop Community College adopts the budget for fiscal year 2024-2025 in the total sum of \$27,076,252 as now on file in the Finance Office , Clatsop Community College, 1651 Lexington Avenue, Astoria, OR 97103; and

BE IT RESOLVED, that for the fiscal year beginning July 1, 2024, the amounts below are hereby appropriated for Clatsop Community College for the purpose indicated within the funds listed as follows:

General Fund	
Total Instruction	\$ 5,672,050
Total Support Services	\$ 8,471,173
Total Enterprise and Community Services	\$ 24,542
Total Other Uses	\$ 184,800
Total Contingency	\$ 1,405,425
Total Transfers	\$ 62,250
Total General Fund Appropriations	\$ 15,820,240
Total Unappropriated Ending Fund Balance	\$ -
Total General Fund Requirements	\$ 15,820,240
Grants/Financial Aid Fund	
Total Instruction	\$ 197,003
Total Support Services	\$ 2,180,075
Total Enterprise and Community Services	\$ 578,742
Total Other Uses	\$ 2,767,206
Total Grants/Financial Aid Appropriations	\$ 5,723,026
Total Unappropriated Ending Fund Balance	\$ -
Total Grants/Financial Aid Requirements	\$ 5,723,026
Unexpended Plant Fund	
Total Facilities Acquisition and Construction	\$ 872,741
Total Contingency	\$ 1,070,524
Total Transfers	\$ 695,060
Total Unexpended Plant Fund Appropriations	\$ 2,638,325
Total Unappropriated Ending Fund Balance	\$ -
Total Unexpended Plant Fund Requirements	\$ 2,638,325
Plant Debt Service Fund	
Total Other Uses	\$ 1,669,376
Total Plant Debt Services Fund Appropriations	\$ 1,669,376
Total Unappropriated Ending Fund Balance	\$ -
Total Plant Debt Service Fund Requirements	\$ 1,669,376
Clubs & Organizations	
Total Other Uses	\$ 60,245
Total Clubs & Organizations Fund Appropriations	\$ 60,245
Total Unappropriated Ending Fund Balance	\$ -
Total Clubs & Organizations Fund Requirements	\$ 60,245
Non-Plant Debt Fund	
Total Other Uses	\$ 836,665
Total Reserved for Future Expenditures	\$ 328,375
Total Non-Plant Debts Fund Appropriations	\$ 1,165,040
Total Unappropriated Ending Fund Balance	\$ -
Total Non-Plant Debt Fund Requirements	\$ 1,165,040
TOTAL APPROPRIATIONS	
TOTAL APPROPRIATIONS	\$ 27,076,252
TOTAL UNAPPROPRIATED ENDING BALANCE	\$ -
TOTAL BUDGET REQUIREMENTS	\$ 27,076,252

AND:

BE IT RESOLVED, that the Board of Education for Clatsop Community College hereby Imposes the taxes provided for In the adopted budget at the rate of\$. 7785 per \$1,000 of assessed value for operations and In the amount of \$1,035,868 for bonds; and that these taxes are hereby Imposed and categorized for the tax year 2024-2025 upon the assessed value of all taxable property within the College district.

	Education	Excluded from Limitation
General Fund	\$.7785 per \$1000	
Plant Debt Service		\$ 1,035,868

Date Resolution Adopted

Ed Johnson, Board Chair

Teena Toyas, Interim President

Date Signed

Dated Signed

RESOLUTION NO. 2023-24-03

A RESOLUTION OF CLATSOP COMMUNITY COLLEGE IN CLATSOP COUNTY, OREGON, AUTHORIZING TAX AND REVENUE ANTICIPATION NOTES, AND RELATED MATTERS.

Section 1. Findings

The Board of Education of Clatsop Community College in Clatsop County (the “District”) finds:

(1) Cash flow deficits are expected to arise in fiscal year 2024-25, and it is desirable to authorize the District to respond to those cash flow deficits by issuing one or more tax and revenue anticipation notes in an aggregate principal amount of not more than one million seven hundred thousand dollars (\$1,700,000).

(2) Oregon Revised Statutes (“ORS”) Section 287A.180 authorizes the District to borrow money in anticipation of tax revenues or other moneys by issuing notes, so long as: a) the principal amount of the notes does not exceed eighty percent (80%) of the taxes and other revenues, except grant moneys, that the District has budgeted or otherwise reasonably expects to have available to pay the notes, and b) the notes mature within thirteen months after they are issued.

Section 2. Notes Authorized

The District is hereby authorized to issue one or more tax and revenue anticipation notes (the “Notes”) for the above purposes and, pursuant to ORS 287A.300(2), to pay costs related to the Notes. The aggregate principal amount of the Notes shall not exceed one million seven hundred thousand dollars (\$1,700,000). The Notes shall be issued pursuant to ORS Sections 287A.180, 341.715, and the other relevant provisions of ORS Chapter 287A and as provided in this resolution. The Notes may be issued in the form of financing agreements, lines of credit, credit facilities or other structures.

Section 3. Security

Pursuant to ORS 287A.180(2)(a) and ORS 287A.315, the District may pledge its full faith and credit and taxing power within the limitations of Sections 11 and 11b of Article XI of the Oregon Constitution to pay the amounts due under the Notes. The District may pay the amounts due under the Notes from any and all of its legally available taxes and other funds.

Section 4. Delegation

The person acting as the President, Director of Accounting Services, Board Chair or the designee of any of those officials (each of whom is referred to herein as a “District Official”) is hereby authorized, on behalf of the District and without further action by the Board, to:

(1) Negotiate, execute and deliver Notes and purchase agreements related to the Notes. Subject to the limitations of this resolution, the Notes and purchase

agreements may be in such form and contain such terms as the District Official may approve.

(2) Determine the final principal amount, interest rates, payment dates, prepayment rights and all other terms of the Notes.

(3) Select one or more commercial banks or other lenders to purchase the Notes.

(4) Enter into covenants for the benefit of the lenders that the District Official determines are desirable to obtain favorable terms for the Notes.

(5) Determine whether the Notes will bear interest that is excludable from gross income under the Internal Revenue Code of 1986, as amended, or is includable in gross income under the code. If the Notes bear interest that is excludable from gross income under the code, the District Official may enter into covenants to maintain the excludability of interest on the Notes from gross income.

(6) Execute and deliver any other certificates or documents and take any other actions which the District Official determines are desirable to carry out this resolution.

Section 5. Professionals

The District hereby affirms Hawkins Delafield & Wood LLP as bond counsel for the issuance of the Notes and Piper Sandler & Co. as placement agent.

ADOPTED by the Board of Education of Clatsop Community College in Clatsop County, Oregon on this 13th day of June, 2024.

CLATSOP COMMUNITY COLLEGE

By: _____
Chair

ATTEST:

By: _____
President

HAWKINS

HAWKINS DELAFIELD & WOOD LLP
200 SW MARKET STREET, SUITE 350, PORTLAND, OR 97201
(503)402-1320 | HAWKINS.COM

June 18, 2024

Clatsop Community College
1651 Lexington Avenue
Astoria, OR 97103

***Re: \$1,700,000 Clatsop Community College, Clatsop County, Oregon
Tax and Revenue Anticipation Note, Series 2024***

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Clatsop Community College, located in Clatsop County, Oregon (the “District”) of its Tax and Revenue Anticipation Note, Series 2024 (the “Note”), which is dated as of its date of delivery and issued in the principal amount of \$1,700,000 and the execution and delivery by the District of the related Note Purchase Agreement dated as of June 18, 2024 (the “Note Purchase Agreement”), between the District and U.S. Bank National Association, as purchaser. The Note is issued pursuant to Oregon Revised Statutes (“ORS”) Sections 287A.180 and 341.715, the other relevant provisions of ORS Chapter 287A, and Resolution No. 2023-24-03 adopted by the Board of Education of the District on June 13, 2024 (the “Resolution”).

We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of any financial disclosure relating to the Note, and we express no opinion relating thereto.

Regarding questions of fact material to our opinion, we have relied on representations of the District in the Resolution and the Note, and in the certified proceedings and on other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based on the foregoing, we are of the opinion that, under existing law:

1. The Note has been legally authorized, sold and issued under and pursuant to the Constitution and Statutes of the State of Oregon and the Resolution. The Note Purchase Agreement has been legally authorized, executed and delivered under and pursuant to the Constitution and Statutes of the State of Oregon and the Resolution. The Note and the Note Purchase Agreement constitute valid and legally binding obligations of the District that are enforceable against the District in accordance with their terms.

2. The Note is payable from any and all of the District’s legally available taxes and other funds. Pursuant to ORS 287A.180(2)(a) and ORS 287A.315, the District has pledged its full faith

and credit and taxing power within the limitations of Sections 11 and 11b of Article XI of the Oregon Constitution to pay the amounts due under the Note.

3. Under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described below, (i) interest on the Note is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”) and (ii) interest on the Note is not treated as a preference item in calculating the alternative minimum tax under the Code, however, interest on the Note is included in the “adjusted financial statement income” of certain corporations that are subject to the alternative minimum tax under Section 55 of the Code. In rendering our opinion, we have relied on certain representations, certifications of fact, and statements of reasonable expectations made by the District, and others in connection with the Note, and we have assumed compliance by the District and others with certain ongoing covenants to comply with applicable requirements of the Code to assure the exclusion of interest on the Note from gross income under Section 103 of the Code.

The Code establishes certain requirements that must be met subsequent to the issuance and delivery of the Note in order that, for federal income tax purposes, interest on the Note not be included in gross income pursuant to Section 103 of the Code. These requirements include, but are not limited to, requirements relating to the use and expenditure of proceeds of the Note, restrictions on the investment of proceeds of the Note prior to expenditure and the requirement that certain earnings be rebated to the federal government. Noncompliance with such requirements may cause interest on the Note to become subject to federal income taxation retroactive to their date of issue, irrespective of the date on which such noncompliance occurs or is ascertained.

On the date of delivery of the Note, the District will execute a Tax Certificate (the “Tax Certificate”) containing provisions and procedures pursuant to which such requirements can be satisfied. In executing the Tax Certificate, the District covenants that it will comply with the provisions and procedures set forth therein and that it will do and perform all acts and things required by the Code to assure that interest paid on the Note will, for federal income tax purposes, be excluded from gross income.

In rendering the opinion in paragraph 3 hereof, we have relied upon and assumed (i) the material accuracy of the representations, statements of intention and reasonable expectation, and certifications of fact contained in the Tax Certificate with respect to matters affecting the status of interest paid on the Note, and (ii) compliance by the District with the procedures and covenants set forth in the Tax Certificate as to such tax matters.

4. Interest on the Note is exempt from Oregon personal income tax.

We express no opinion as to any other federal, state or local tax consequences arising with respect to the Note, or the ownership or disposition thereof, except as stated in paragraphs 3 and 4 above. We render our opinion under existing statutes and court decisions as of the date hereof, and we assume no obligation to update, revise or supplement this opinion to reflect any action hereafter taken or not taken, any fact or circumstance that may hereafter come to our attention, any change in law or interpretation thereof that may hereafter occur, or for any other reason. We express no opinion as to the consequence of any of the events described in the preceding sentence or the likelihood of their occurrence. In addition, we express no opinion on the effect of any action taken or not taken in reliance upon an opinion of other counsel regarding federal, state or local tax matters, including, without limitation, exclusion of interest from gross income for federal income tax purposes on the Note.

We note that the District has designated the Note as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3)(B) of the Code.

The portion of this opinion that is set forth in paragraph 1, above, is qualified only to the extent that enforceability of the Note may be limited by or rendered ineffective by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting creditors’ rights generally; (ii) the application of equitable principles and the exercise of judicial discretion in appropriate cases; (iii) common law and statutes affecting the enforceability of contractual obligations generally; and (iv) principles of public policy concerning, affecting or limiting the enforcement of rights or remedies against governmental entities such as the District.

This opinion is limited to matters of Oregon law and applicable federal law, and we assume no responsibility as to the applicability of laws of other jurisdictions.

This opinion is provided to you as a legal opinion only, and not as a guaranty or warranty of the matters discussed herein. No opinions may be inferred or implied beyond the matters expressly stated herein. No qualification, limitation or exception contained herein shall be construed in any way to limit the scope of the other qualifications, limitations and exceptions. For purposes of this opinion, the terms “law” and “laws” do not include unpublished judicial decisions, and we disclaim the effect of any such decision on this opinion.

We have served as bond counsel only to the District in connection with the Note and the Note Purchase Agreement and have not represented and are not representing any other party in connection with the Note and the Note Purchase Agreement. This opinion is given solely for the benefit of the District in connection with the Note and the Note Purchase Agreement and may not be relied on in any manner or for any purpose by any person or entity other than the District, and any person to whom we may send a formal reliance letter indicating that the recipient is entitled to rely on this opinion.

Very truly yours,

TAX CERTIFICATE

\$1,700,000

**Clatsop Community College
Clatsop County, Oregon
Tax and Revenue Anticipation Note
Series 2024**

THIS TAX CERTIFICATE is executed by Clatsop Community College, located in Clatsop County, Oregon (the “District”) as of June 18, 2024, to establish the facts and circumstances that are necessary to determine that the District’s \$1,700,000 Tax and Revenue Anticipation Note, Series 2024 (the “Note”) is not an “arbitrage bond” under Section 148 of the Code or a “private activity bond” under Section 141 of the Code. This Tax Certificate is intended to be relied upon as a certification described in Treas. Regs. §1.148-2(b)(2).

Section 1 of this Tax Certificate lists the principal facts and expectations that the District is certifying to be accurate, and that allow the conclusion that interest on the Note is excludable from gross income under the Code.

Section 2 of this Tax Certificate lists the basic arbitrage restrictions that apply to the Note.

Other sections of this Tax Certificate contain representations and statements of law that support the conclusion that interest on the Note is excludable from gross income under Section 103 of the Code.

Capitalized terms that are used, but are not defined, in the body of this Tax Certificate are defined in Section 5 of this Tax Certificate.

Section 1. Basic Facts and Expectations

1.1 General Representations about the District and the Note.

- (A) I am the Interim President for the District pursuant to Resolution No. 2023-24-03 (the “Resolution”) adopted by the Board of Education of the District on June 13, 2024, and I am charged with the responsibility for certifying the District’s expectations regarding the amount and use of the Proceeds of the Note.
- (B) To the best of my knowledge, information and belief on this date, the projections and the expectations stated in this Tax Certificate and the attached Exhibit A are accurate and reasonable.
- (C) The Note is being issued pursuant to the Resolution.
- (D) In preparing this Tax Certificate, the District has relied upon certain information provided by U.S. Bank National Association, as the purchaser of the Note, in its Certificate of No Reoffering, dated the Date of Issue, attached as Exhibit B. Based on the representations

contained in the Certificate of No Reoffering, Bond Counsel has determined that the issue price of the Note is \$1,700,000.

- (E) The Note is being issued to meet a portion of the District's current forecasted operating expense cash flow deficit during the term of the Note and to pay costs of issuance.
- (F) The District is issuing the Note on the date of this Tax Certificate in an amount that is less than the maximum cumulative cash flow deficit, calculated by taking into account a Reasonable Working Capital Reserve, that is expected to occur in the six-month period beginning June 18, 2024 (the Date of Issue of the Note).
- (G) All proceeds of the Note will be used to pay current operating expenses but only to the extent that such expenses exceed the amounts (other than the proceeds of the Note) that the District has available to pay such expenses.
- (H) The District will pay any Rebate Amount due, if any, under Section 148 of the Code in connection with the Note.

1.2 General Representations about the District's Cash Flow Projections.

- (A) The District has prepared the attached Exhibit A that shows the District's reasonable projections of revenues and expenditures in its General Fund for the remainder of fiscal year 2023-2024 and fiscal year 2024-2025.
- (B) Exhibit A has been calculated by treating the following as available to pay expenditures:
 - (1) All investment earnings, including investment earnings expected to be received from the investment of the Proceeds of the Note; and
 - (2) All amounts, including cash, investments and other amounts, held in accounts or otherwise by the District or a Related Party (but not Proceeds of the Note), if they may be used by the District for working capital expenditures of the type being financed by the Note without legislative or judicial action and without a legislative, judicial, or contractual requirement that those amounts be reimbursed. The District has treated all amounts in the General Fund as available for this purpose.
- (C) The District may treat a Reasonable Working Capital Reserve as unavailable when determining if the six-month spending exception to rebate has been met, as described in Section 2.2(B)(2). The Reasonable Working Capital Reserve is an amount equal to five percent (5%) of the actual working capital expenditures of the District in the 2022-2023 fiscal year in the District's General Fund as documented in the District's audited financial statements for the 2022-2023 fiscal year. The Reasonably Working Capital Reserve is an amount equal to \$651,276.

1.3 General Representations about the Debt Service Account.

- (A) The District may establish a Debt Service Account that is to be used primarily to achieve a proper matching of revenues with principal and interest requirements on the Note within the Note Year.
- (B) No funds except the Debt Service Account have been, or are expected to be, created to hold money to pay the Note.

Section 2. Basic Arbitrage Consequences

2.1 Arbitrage Yield. The arbitrage yield on the Note has been calculated by the District to be **4.8158428324%** using the economic accrual method required by Section 1.148-4(a) of the Income Tax Regulations. The Note is a fixed yield issue and the yield on the Note will not be affected by subsequent unexpected events.

2.2 Yield Restriction and Rebate.

(A) Limitations on Investments (Yield Restriction)

- (1) *Proceeds of the Note.* The Proceeds of the Note may be invested without restriction until December 31, 2024 (the final maturity date of the Note), because the District reasonably expects to allocate such proceeds to expenditures by July 18, 2025 (thirteen months after the date of issue of the Note).
- (2) *Amounts Deposited in the Debt Service Account.* The District may invest amounts that are required to be deposited in a Debt Service Account without restriction until December 31, 2024 (the final maturity of the Note) to the extent that the Debt Service Account qualifies as a Bona Fide Debt Service Fund.
- (3) *Minor Portion.* The District may invest a minor portion of the Proceeds of the Note, which is \$100,000, without restriction until December 31, 2024 (the final maturity of the Note).

(B) Rebate

- (1) *Small Issue Exception to Rebate.* The Note is not subject to the rebate requirement pursuant to Section 148(f) of the Code if:
 - (A) The District is a governmental unit with general taxing powers;
 - (B) None of the Proceeds of the Note will be used in any manner that would cause the Note to be a “private activity bond” within the meaning of Section 141 of the Code;
 - (C) At least 95% of the Net Sale Proceeds of the Note will be used for local governmental activities of the District; and

- (D) The aggregate face amount of all tax-exempt-obligations (other than “private activity bonds” as defined in Section 141 of the Code), including the Note, issued by the District and any subordinate entities of the District during calendar year 2024, is not reasonably expected to exceed \$5,000,000.
 - (2) *Six-Month Spending Exception to Rebate.* The District will not be obligated to pay a Rebate Amount to the United States under Section 148 of the Code with respect to the Note, if the Proceeds of the Note are spent by December 18, 2024 (six months after the Date of Issue).
 - (E) The District may treat all of the Proceeds of the Note as spent on the first day after the Date of Issue that the District’s cumulative cash flow deficit in the District’s General Fund, had the Note not been issued, would have exceeded 90% of the Proceeds of the Note as of that date.
 - (F) In the alternative, the District may treat all of the Proceeds of the Note as spent on the first day after the Date of Issue that the cumulative cash flow deficit in the District’s General Fund, had the Note not been issued, would have equaled or exceeded 100% of the Proceeds of the Note. For this purpose, the District may treat as unavailable an amount equal to a Reasonable Working Capital Reserve.
 - (3) *Failure to Meet Six-Month Spending Exception.* If the District does not meet the exception to rebate described in Section 2.2(B)(1) and fails to spend all of the Proceeds of the Note by December 18, 2024 as described in Section 2.2(B)(2), it must calculate any Rebate Amount due on the proceeds of the Note as described in Section 2.3, below.
- 2.3 Payment to United States. In connection with the rebate requirement the District shall make the following payments:
- (A) If necessary, the District will compute the Rebate Amount as of December 31, 2024, which is the Computation Date and the final maturity date of the Note.
 - (B) For the Computation Date the District will make a rebate installment payment in an amount that, when added to the future value of any previous rebate payments made for the Note, equals 100% of the Rebate Amount for the Note. Future value will be determined in compliance with the applicable provisions of the Code.
 - (C) This rebate payment shall be made within 60 days after the Computation Date to the Internal Revenue Service Center, Ogden, Utah 84201. The rebate payment will be accompanied by IRS Form 8038-T.

Section 3. Sources and Uses of Proceeds

3.1 Amounts Received by the District.

(A) The Sale Proceeds of the Note are computed as follows:

Face Amount of Note	\$1,700,000.00
Sale Proceeds	\$1,700,000.00

(B) The Note is dated June 18, 2024, and the District will not receive any accrued interest on the Note.

3.2 Uses of Proceeds.

(A) The amounts received by the District from the sale of the Note will be allocated to the following uses in the following amounts:

Operating Cash Flow	\$1,635,000.00
Costs of Issuance	<u>65,000.00</u>
Total Uses of Funds	\$1,700,000.00

Section 4. General Representations

4.1 There are no other obligations of the District that (a) have sale dates within 15 days of the sale date of the Note, (b) are sold pursuant to the same plan of financing together with the Note, and (c) are reasonably expected to be paid out of substantially the same source of funds as the Note.

4.2 The District will not use any of the proceeds of the Note in any way that would cause the Note (i) to become a “private activity bond” within the meaning of Section 141(a) of the Code, (ii) to become an “arbitrage bond” within the meaning of Section 148 of the Code, or (iii) to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

4.3 Bank Qualification. The District hereby designates the Note as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3)(B) of the Code because the District reasonably expects that the amount of tax-exempt obligations to be issued by the District (and any subordinate entities to the District) during calendar year 2024 will not exceed \$10,000,000.

Section 5. Definitions

5.1 “Bona Fide Debt Service Account” means an account that will be used primarily to achieve a proper matching of revenues with principal and interest requirements on the Note within the Note Year.

5.2 “Code” means the Internal Revenue Code of 1986, as amended, and the regulations and rulings issued under that Code.

- 5.3 “Computation Date” means December 31, 2024.
- 5.4 “Controlled Group” means, in reference to governmental units or 501(c)(3) organizations, a group of entities controlled directly or indirectly by the same entity or group of entities, based on application of the more particular control principles set forth in Section 1.150-1(e) of the Income Tax Regulations. For this purpose, the determination of direct control is based on all facts and circumstances. In general, one entity controls another entity if the first entity possesses either of the following rights or powers on a discretionary, non-ministerial basis (i) the right or power to approve and to remove without cause a controlling portion of the governing body of the controlled entity; or (ii) the right or power to require the use of funds of the controlled entity for any purpose of the controlling entity. In addition, for this purpose, a special rule under Section 1.150-1(e)(3) of the Income Tax Regulations treats a general purpose governmental entity with its own substantial taxing, eminent domain, and police powers as an uncontrolled entity.
- 5.5 “Date of Issue” means June 18, 2024.
- 5.6 “Debt Service Account” means an account created by the District to act as a debt service fund for the Note.
- 5.7 “Investment Proceeds” means any amounts actually or constructively received as a result of the investment of Sale Proceeds of the Note (including interest earned on interest).
- 5.8 “Net Sale Proceeds” means the Sale Proceeds less the portion of those proceeds invested in the minor portion set forth in Section 2.2(A)(3).
- 5.9 “Note Counsel” means Hawkins Delafield & Wood LLP, or another nationally recognized bond counsel firm.
- 5.10 “Note Year” means the period beginning June 18, 2024 and ending December 31, 2024.
- 5.11 “Proceeds” means any Sale Proceeds and Investment Proceeds of the Note.
- 5.12 “Reasonable Working Capital Reserve” means an amount equal to five percent (5%) of the actual working capital expenditures of the District from the General Fund in the 2022-2023 fiscal year. For this purpose only, any expenditures (whether working capital or capital) that are paid out of current revenues may be treated as working capital expenditures.
- 5.13 “Rebate Amount” means the amount required to be paid to the United States in accordance with Section 148(f) of the Code.
- 5.14 “Related Party” means, in reference to a governmental unit or 501(c)(3) organization, any member of the same Controlled Group.
- 5.15 “Sale Proceeds” means any amounts actually or constructively received from the sale of the Note including amounts used to pay underwriter’s discount or compensation and

accrued interest other than pre-issuance accrued interest. The Sales Proceeds are set forth in Section 3.1(A).

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Dated as of June 18, 2024.

Clatsop Community College
Clatsop County, Oregon

By: _____
Teena Toyas, Interim President

EXHIBIT A

CASH FLOW PROJECTIONS

	Tax and Revenue Anticipation Note, Series 2024													
	District Contact Information													
	School District:	Clatsop Community College												
	Contact Name:	Margaret Antilla												
	Position:	Director of Accounting Services												
	Street Address:	1651 Lexington Ave												
City, State, Zip Code:	Astoria OR 97103													
FY 2023-24	June 2023 - May 2024 General Fund Cash Flow													
	Dollars in thousands (000s)													
	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Totals	
Beginning Balance	1,454	(1,437)	(847)	(989)	(1,672)	(711)	2,901	1,723	2,395	1,535	1,238	1,494		
Revenues														
Property Tax:	113	62	47	19	327	4,778	82	122	44	210	32	27	5,863	
State Aid:	-	967	936		1,115			1,028			1,028		5,074	
Other:	388	952	593	620	1,198	312	219	619	444	712	750	575	7,382	
Borrowing:														
Total Revenues:	501	1,981	1,576	639	2,640	5,090	301	1,769	488	922	1,810	602	18,319	
Expenditures														
Personnel:	958	991	1,135	974	922	934	931	956	949	904	904	949	11,507	
Materials:	2,434	400	583	348	757	544	548	141	399	315	650	438	7,557	
Capital Outlay:														
Other:														
TAN Principal:														
TAN Interest:														
Total Expenditures:	3,392	1,391	1,718	1,322	1,679	1,478	1,479	1,097	1,348	1,219	1,554	1,387	19,064	
Exp. less D/S principal	3,392	1,391	1,718	1,322	1,679	1,478	1,479	1,097	1,348	1,219	1,554	1,387	19,064	
Monthly Balance	(2,891)	590	(142)	(683)	961	3,612	(1,178)	672	(860)	(297)	256	(785)		
Cum. Ending Balance	(1,437)	(847)	(989)	(1,672)	(711)	2,901	1,723	2,395	1,535	1,238	1,494	709		

	Tax and Revenue Anticipation Note, Series 2024													
	District Contact Information													
	School District:	Clatsop Community College												
	Contact Name:	Margaret Antilla												
	Position:	Director of Accounting Services												
	Street Address:	1651 Lexington Ave												
City, State, Zip Code:	Astoria OR 97103													
FY 2024-25	June 2024 - May 2025 General Fund Cash Flow													
	Dollars in thousands (000s)													
	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Totals	
Beginning Balance	709	(232)	(552)	(408)	(992)	(88)	3,701	2,557	3,337	2,527	1,775	1,155		
Revenues														
Property Tax:	116	64	48	20	337	4,921	84	126	45	101	46	28	5,937	
State Aid:			1,026		1,026			1,026					3,078	
Other:	388	957	593	669	1,198	312	219	669	444	270	884	575	7,178	
Borrowing:													-	
Total Revenues:	504	1,021	1,667	689	2,561	5,233	303	1,821	489	371	930	603	16,193	
Expenditures														
Personnel:	945	941	941	924	900	900	900	900	900	900	900	900	10,951	
Materials:	500	400	583	348	757	544	548	141	399	223	650	438	5,531	
Capital Outlay:													-	
Other:													-	
TAN Principal:													-	
TAN Interest:													-	
Total Expenditures:	1,445	1,341	1,524	1,272	1,657	1,444	1,448	1,041	1,299	1,123	1,550	1,338	16,482	
Monthly Balance	(941)	(320)	143	(583)	904	3,789	(1,145)	780	(810)	(752)	(620)	(735)		
Cum. Ending Balance	(232)	(552)	(408)	(992)	(88)	3,701	2,557	3,337	2,527	1,775	1,155	420		

EXHIBIT B

CERTIFICATE OF NO REOFFERING

\$1,700,000

Clatsop Community College

Clatsop County, Oregon

Tax and Revenue Anticipation Note

Series 2024

On behalf of U.S. Bank National Association (the “Bank”), the undersigned hereby certifies as follows with respect to the issuance by the Clatsop Community College, located in Clatsop County, Oregon (the “Issuer”) of the above-captioned Tax and Revenue Anticipation Note, Series 2024 (the “Note”):

1. Subject to the terms and conditions set forth in the related Note Purchase Agreement between the Bank and the Issuer, the Bank is purchasing the Note on the date hereof for \$1,700,000.

2. The Bank is purchasing the Note for the Bank’s own account and not with a present view for resale. If the Bank, or any party related to the Bank, transfers or sells the Note, or any interest in the Note, then either (i) such transfer, sale, reoffering or offering will not occur within 30 days of the date hereof, during which time the Note will be owned directly by the Bank for its exclusive benefit, risk and account, or (ii) if such transfer, sale, reoffering or offering will occur within 30 days of the date hereof, then the price at which the Note is transferred, sold or reoffered will not exceed the par value of the Note, unless Hawkins Delafield & Wood LLP (“Bond Counsel”) or other nationally recognized bond counsel engaged by the Issuer provides a written opinion that the such transfer, sale, reoffering or offering will not adversely affect the exclusion from gross income of interest on the Note.

3. The Bank understands and acknowledges that the statements made herein will be relied upon by the Issuer in its determination of the issue price of the Note, and that Bond Counsel will also rely on this certificate in rendering its opinion that interest on the Note is excludable from gross income for purposes of the Internal Revenue Code of 1986, as amended. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Bank’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder.

[The remainder of this page is left blank intentionally.]

Dated as of June 18, 2024.

U.S. Bank National Association

By: _____
Authorized Representative

[Certificate of No Reoffering]

NOTE PURCHASE AGREEMENT

by and between

U.S. Bank National Association as purchaser

and

Clatsop Community College
Clatsop County, Oregon
as issuer

Tax and Revenue Anticipation Note, Series 2024

Dated as of June 18, 2024

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EXHIBIT A – FORM OF QUALIFIED LENDER LETTER

EXHIBIT B – FORM OF NOTE

NOTE PURCHASE AGREEMENT

This Note Purchase Agreement (as it may be amended and supplemented pursuant to its terms, the “Note Purchase Agreement”) is dated as of June 18, 2024, and is entered into by and between U.S. Bank National Association, as purchaser (the “Bank”), and Clatsop Community College located in Clatsop County, Oregon, as issuer (the “District”). The parties hereby agree as follows:

1. Recitals, Definitions and Rules of Construction.

1.1 Recitals.

(A) The District recites that the District is authorized to issue tax and revenue anticipation notes pursuant to Oregon Revised Statutes (“ORS”) Sections 287A.180 and 341.715, and the other relevant provisions of ORS Chapter 287A and executes this Note Purchase Agreement to sell a \$1,700,000 Tax and Revenue Anticipation Note pursuant to the Resolution defined below.

(B) The Bank recites that the Bank desires to purchase the District’s \$1,700,000 Tax and Revenue Anticipation Note, Series 2024, in accordance with this Note Purchase Agreement.

1.2 Definitions.

Unless the context clearly requires otherwise, capitalized terms used in this Note Purchase Agreement that are defined in this Section 1.2 shall have the following meanings:

“Bank” means U.S. Bank National Association or its successors or assigns.

“Note” means the \$1,700,000 Tax and Revenue Anticipation Note, Series 2024 described in this Note Purchase Agreement. The Note shall be issued in substantially the form attached as Exhibit B.

“Note Purchase Agreement” means this Note Purchase Agreement, including any amendments to this Note Purchase Agreement made in compliance with its Section 11.4.

“Business Day” means any day on which the Bank is open for business in Oregon, other than a Saturday or Sunday.

“District” means Clatsop Community College located in Clatsop County, Oregon.

“District Official” means the person acting as the President, Director of Accounting Services, Board Chair or the designee of any of those officials authorized to act on behalf of the District pursuant to the Resolution.

“Closing Date” means June 18, 2024.

“Code” means the Internal Revenue Code of 1986, as amended, including the regulations, rulings and judicial decisions interpreting the Code.

“Default Rate” means the Interest Rate plus 3.0%.

“Determination of Taxability” means the receipt by the Bank of a written opinion of nationally recognized bond counsel selected by the District and approved by the Bank to the effect that interest on the Note must be included in the gross income of the Bank for federal income tax purposes due to an act or omission of the District; provided that no decision by any court or decision, ruling or technical advice by any administrative authority shall be considered final without the consent of the District until the expiration of all periods for judicial review or appeal.

“Event of Default” means the occurrence of any of the following: (i) a failure to pay Note principal or interest when due; (ii) a failure by the District to comply with any of its obligations or to perform any of its duties under the Note or this Note Purchase Agreement, other than a failure described in clause (i) of this definition, which failure continues and is not cured for a period of more than 30 days after the Bank has made written demand on the District to cure such failure; (iii) any representation or warranty made by the District herein or in any statement or certificate furnished by it pursuant hereto, or in connection with any extension of credit made hereunder, proves untrue in any material respect as of the date of the issuance or making thereof; (iv) suspension or termination of the existence of the District; (v) the District shall (1) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (2) not pay, or admit in writing its inability to pay, its debts generally as they become due, (3) make an assignment for the benefit of creditors, (4) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, (5) institute any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (6) take any corporate action in furtherance of any matter described in parts (1) through (5) above, or (7) fail to contest in good faith any appointment or proceeding described in this clause; (vi) a custodian, receiver, trustee, examiner, liquidator or similar official shall be appointed for the District or any substantial part of any of their property, or a proceeding described in this clause shall be instituted against the District, and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of 60 days; or (vii) failure of the District to pay, when due, final, and non-appealable judgment or judgments of \$1 million or more and not covered by insurance, which shall be rendered against the District and such judgment has not been vacated, discharged, satisfied, or stayed within a reasonable period.

“Fiscal Year” means the period beginning July 1 of each year and ending on the next succeeding June 30, or as otherwise defined by Oregon Law.

“Interest Rate” means four and eighty-two hundredths percent (4.82%) per annum, calculated on a 30/360-day basis.

“Government Obligations” means direct obligations of the United States, or obligations the principal of and interest on which are fully and unconditionally guaranteed by the United States.

“Resolution” means Resolution No. 2023-24-03 adopted by the Board of Education on June 13, 2024, authorizing the sale of the Note and the execution of this Note Purchase Agreement.

2. Representations and Covenants.

2.1 Representations of the District.

The District represents and covenants for the benefit of the Bank as follows:

(A) The District is duly created and existing under the laws of the State of Oregon, has all necessary power and authority to enter into this Note Purchase Agreement and the Note and perform its duties under the Note and this Note Purchase Agreement, and that the Note and this Note Purchase Agreement will, when executed by a District Official, constitute legal, valid and binding obligations of the District that are enforceable in accordance with their terms.

(B) The District is authorized pursuant to ORS Sections 287A.180, 341.715, the other relevant provisions of ORS Chapter 287A, and the Resolution to issue the Note and enter into this Note Purchase Agreement and to perform all of its obligations under the Note and this Note Purchase Agreement.

(C) The adoption of the Resolution and the execution and delivery of this Note Purchase Agreement and the Note will not conflict in any material respect with, or constitute a material breach of or default under, any law, court decree, administrative regulation, resolution, ordinance or other agreement to which the District is a party or by which it is bound.

(D) There is no action, suit, proceeding or investigation at law or in equity before or by any court or government, city or body pending or, to the best knowledge of the District, threatened against the District to restrain or enjoin the execution and delivery of this Note Purchase Agreement or the Note or the adoption of the Resolution, or the collection and application of the funds as contemplated by the Resolution, the Note and this Note Purchase Agreement, that, in the reasonable judgment of the District, would have a material and adverse effect on the ability of the District to pay the amounts due under the Note or this Note Purchase Agreement.

(E) To the extent permitted by law, the District agrees to indemnify and hold harmless the Bank and all of its agents and employees against any and all losses, claims, damages, liabilities and expenses arising out of any statement made by the District to the Bank, its agents or employees, which relates to this Note Purchase Agreement or the Note, and which is untrue or incorrect in any material respect, except to the extent caused by the grossly negligent acts or willful misconduct of the Lender, its agents, officers or employees.

(F) The fiscal year 2023 audited financial statements of the District that have been delivered to the Bank are true and correct as of their date, and prepared in accordance with generally accepted accounting principles applicable to municipal governments.

(G) Since June 30, 2023, there has been no change in the financial condition of the District which would have a material and adverse effect on the ability of the District to pay the amounts due under this Note Purchase Agreement and the Note.

(H) If the defense of sovereign immunity becomes available to the District, the District shall not assert or avail itself of any such immunity in any action or legal proceeding to enforce the obligations of the District under this Note Purchase Agreement or a Note.

(I) To the best of the District's knowledge, the District is not listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), and any successor thereto, the Secretary of the Treasury or included in any Executive Orders, that prohibits or limits the Bank from making any advance or extension of credit to the District or from otherwise conducting business with the District, and the District shall ensure that the proceeds of this Note Purchase Agreement shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto.

(J) The District shall not amend the Resolution without the prior written consent of the Bank.

(K) The District acknowledges that in entering into this Note Purchase Agreement and purchasing the Note, the Bank intends to make a loan and to hold the Note as one single debt instrument. Accordingly, the District agrees that it will not take affirmative action to: (i) register the Note under the Securities Act or register or otherwise qualify the Note for sale under the "Blue Sky" laws and regulations of any state; (ii) obtain CUSIP numbers for Note; (iii) prepare an official statement in connection with the private placement of the Note; (iv) close the Note through The Depository Trust Company or any similar repository or in book entry form; or (v) list the Note on any stock or other securities exchange.

2.2 Tax Covenants.

(A) The District covenants for the benefit of the owner of the Note to comply with all provisions of the Code that are required for Note interest to be excluded from gross income for federal income tax purposes.

(B) The District hereby designates the Note as a "qualified tax-exempt obligation" under Section 265(b)(3)(B) of the Code.

(C) Upon the occurrence of a Determination of Taxability applicable to any portion of the outstanding principal balance of the Note, the Bank may increase the interest rate applicable to such balance to [Bank please provide taxable rate] (%) per annum, effective as of the effective date of such determination. To the extent permitted by law, the District covenants and agrees to reimburse the Bank for any penalties and interest assessed by any governmental authority resulting from such Determination of Taxability. So long as the

District is in compliance with this Section 2.2(C), a Determination of Taxability shall not be an Event of Default.

2.3 Representations and Warranties of the Bank.

The Bank represents, covenants and warrants for the benefit of the District that the Bank is authorized to enter into this Note Purchase Agreement and purchase the Note.

3. Terms of Borrowing.

3.1 The Note Purchase.

(A) The Bank agrees to purchase the Note on the Closing Date from the District for a price equal to the principal amount of the Note, subject to the terms and conditions contained in this Note Purchase Agreement.

(B) The District agrees to sell the Note to the Bank on the terms and conditions contained in this Note Purchase Agreement. This Note Purchase Agreement shall commence on the Closing Date and shall end on the date that all Note principal and interest payments have been paid.

3.2 Note Terms.

(A) The Note shall be in the principal amount of \$1,700,000, and shall bear interest at the Interest Rate.

(B) All principal of the Note, plus accrued interest, shall mature and be paid on December 31, 2024.

(C) Any payment by the District to the Bank shall be applied first to pay accrued interest, and second to pay Note principal.

3.3 Prepayment.

(A) The District may prepay the Note, in whole or in part, without premium, on any date with 30 days' prior written notice to the Bank, by paying the Bank the principal amount to be prepaid, plus accrued interest, to the date of prepayment.

(B) Prepayments by the District to the Bank shall be applied first, to pay accrued interest on the principal amount that is prepaid and second to reduce the outstanding principal amount.

3.4 Security.

Pursuant to ORS 287A.315, the District hereby pledges its full faith and credit and taxing power within the limitations of Sections 11 and 11b of Article XI of the Oregon Constitution to pay the amounts due to the Bank under this Note Purchase Agreement and the Note. The District shall pay the amounts due under this Note Purchase Agreement and the Note from any and all of

its legally available taxes, revenues and other funds. This pledge of the District's full faith and credit and taxing power shall not entitle the Bank to any lien on, or pledge of, specific properties or revenues of the District.

4. Fees, Costs and Expenses.

4.1 Bank Fee.

(A) The District will pay the [Bank counsel's fee in the amount of \$5,000.]

(B) The Bank will not charge the District any other fees or costs in connection with the execution and delivery of this Note Purchase Agreement.

4.2 Costs of Enforcement.

If legal action is taken by either party to this Note Purchase Agreement to enforce the provisions of this Note Purchase Agreement or the Note, the prevailing party shall be entitled to its reasonable attorneys' fees and costs, including fees and costs at trial, on appeal, in any bankruptcy or insolvency proceeding, in any arbitration proceeding, or otherwise, including any allocated costs of in-house counsel.

4.3 Other Fees and Costs.

The District will pay any expenses and costs that the District incurs in connection with this Note Purchase Agreement or the Note. The Bank will not charge the District any other fees or costs in connection with this Note Purchase Agreement.

5. Information to Bank.

The District shall notify the Bank promptly of any development which is likely to have a material, adverse effect on the ability of the District to pay the amounts due or perform its obligations under this Note Purchase Agreement and the Note, including any pending or threatened litigation.

The District shall provide the Bank such information as the Bank may from time to time reasonably request.

6. Conditions to the Obligations of the Bank.

The Bank may refuse to purchase the Note under this Note Purchase Agreement unless, on or prior to the Closing Date, the Bank shall have received:

- (A) a copy of the duly adopted Resolution;
- (B) a signed copy of this Note Purchase Agreement;
- (C) a signed copy of the Note;

(D) an opinion of Hawkins Delafield & Wood LLP, the District's Note Counsel, with a reliance letter to the Bank, to the effect that: (i) the Note and this Note Purchase Agreement are valid and legally binding obligations of the District, enforceable against the District in accordance with their terms, qualified only to the extent that enforceability of the Note or the Note Purchase Agreement may be limited by or rendered ineffective by (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting creditors' rights generally; (b) the application of equitable principles and the exercise of judicial discretion in appropriate cases; (c) common law and statutes affecting the enforceability of contractual obligations generally; and (d) principles of public policy concerning, affecting or limiting the enforcement of rights or remedies against governmental entities such as the District; and (ii) the interest payable on the Note is excludable from gross income for federal income tax purposes under the Code and is exempt from Oregon personal income tax under existing state law;

(E) a certificate of a District Official to the effect that:

(i) the adoption of the Resolution and the execution and delivery of this Note Purchase Agreement and the Note do not and will not conflict in any material respect with or constitute on the part of the District a breach of or default under any law, court decree, administrative regulation, resolution, ordinance or other agreement or instrument to which the District is a party or by which it is bound; and

(ii) there is no action, suit, proceeding or investigation at law or in equity before or by any court or government, city or body pending or, to the best knowledge of the District, threatened against the District to restrain or enjoin the execution and delivery of this Note Purchase Agreement or the Note or the adoption of the Resolution, or the collection and application of the funds as contemplated by the Resolution, the Note and this Note Purchase Agreement, that, in the reasonable judgment of the District, would have a material and adverse effect on the ability of the District to pay the amounts due under the Note or this Note Purchase Agreement.

(F) such additional legal opinions, certificates, proceedings, instruments or other documents as the Bank or Bond Counsel may reasonably request.

7. Events of Default and Remedies.

7.1 Upon the occurrence of any Event of Default the Bank may exercise any other remedy available at law or in equity. However, the Note shall not be subject to acceleration.

7.2 Upon the occurrence and continuance of an Event of Default, the Bank may increase the Interest Rate to the Default Rate until such Event of Default is remedied.

7.3 The Bank may waive any Event of Default, but no such waiver shall extend to a subsequent Event of Default. No delay or omission of the Bank to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such Event of Default or to be an acquiescence therein; and

every power and remedy given by this section to the Bank may be exercised from time to time and as often as may be deemed expedient by the Bank.

7.4 If, by reason of force majeure, the District is unable in whole or in part to carry out its agreement herein contained, other than the obligation of the District to pay Note principal and interest when due, the District shall not be deemed in default during the continuance of such inability, unless such inability continues for a period of more than 90 days. The term “force majeure” as used herein shall mean, without limitation, any of the following, to the extent it materially impairs the District to perform its obligations under the Note or this Note Purchase Agreement: acts of God; strikes, lockouts or other industrial disturbances; acts of the public enemy; orders or restraints of any kind of the government of the United States of America or of the District or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of the District.

8. Defeasance.

8.1 The District shall be obligated to pay any Note principal or interest payments that are defeased pursuant to this Section 8.1 solely from the money and Government Obligations deposited in escrow in accordance with this Section 8.1 with an escrow agent or independent trustee as provided in this section, and the District shall have no further obligation to make those payments from any source except the amounts deposited in the escrow. This Note shall be deemed defeased if the District:

(A) irrevocably deposits money or noncallable Government Obligations in escrow with an independent trustee or escrow agent that are calculated to be sufficient for the payment of the portion of this Note that is to be defeased without reinvestment; and

(B) files with the escrow agent or trustee a verification from an independent, certified public accountant to the effect that the calculation, described above, is correct.

(C) files with the escrow agent or trustee an opinion of nationally recognized bond counsel that the proposed defeasance will not cause the interest due under this Note to be includable in gross income under the Code.

9. Disclosure; Assignment.

9.1 No official statement or other disclosure document has been prepared in connection with the Note and the District has no obligation in connection with the Note to provide any disclosure regarding operating information or material events to the Municipal Securities Rulemaking Board or any dissemination agent. The District is obligated to provide information to the Bank in connection with the Note only as specifically stated in this Note Purchase Agreement.

9.2 The Bank may not transfer the Note unless the Bank provides prior written notice to the District and the Bank delivers to the District a lender letter executed by the transferee in substantially the form attached hereto as Exhibit A.

9.3 The District may not assign its rights and obligations under this Note Purchase Agreement without the prior written consent of the Bank.

10. Dispute Resolution.

To the extent permitted by applicable law, each of the parties waives any right to have a jury participate in resolving any dispute, whether sounding in contract, tort or otherwise between the parties arising out of, connected with, related to or incidental to the relationship between any of them in connection with the Note or this Note Purchase Agreement or the transactions contemplated hereby. Instead, any such dispute resolved in court will be resolved in a bench trial without a jury.

11. Miscellaneous.

11.1 Notices.

All notices and other communications required by the Note or this Note Purchase Agreement shall be considered properly given if they are delivered or mailed by registered mail or certified form (return receipt requested), postage prepaid, to the following addresses, or to such other addresses as may be specified by either of the parties in a notice delivered in accordance with this section:

To the Bank at:

U.S. Bank National Association
777 E Wisconsin Avenue, 5th Floor
Milwaukee, Wisconsin 53202
Phone: 414-588-7722
brian.richter@usbank.com

To the District at:

Clatsop Community College
1651 Lexington Avenue
Astoria, OR 97103
Attention: Director of Accounting Services

11.2 Binding Effect.

This Note Purchase Agreement shall inure to the benefit of and shall be binding upon the Bank and the District and their respective successors and assigns. All representations, warranties and agreements contained in this Note Purchase Agreement shall survive the execution, delivery and payment of the Note.

11.3 Severability.

In the event any provisions of this Note Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

11.4 Amendments.

This Note Purchase Agreement may be amended only by a writing signed by both parties.

11.5 Applicable Law.

The Note and this Note Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any action regarding the Note and this Note Purchase Agreement or the transactions contemplated hereby shall be brought in an appropriate court of the State of Oregon in Lane County, Oregon.

11.6 Rules of Construction.

References to section numbers in documents that do not specify the document in which the section is located shall be construed as references to section numbers in this Note Purchase Agreement.

11.7 Headings.

The headings, titles and table of contents in this Note Purchase Agreement are provided for convenience and shall not affect the meaning, construction or effect of this Note Purchase Agreement. All references herein to “Sections” and other subdivisions that do not specify the document in which the subdivision is located shall be construed as references to this Note Purchase Agreement, unless the context otherwise requires.

11.8 USA Patriot Act.

The Bank is subject to the Act (as hereinafter defined) and hereby notifies the District that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Act”), the Bank is required to obtain, verify, and record information that identifies the District, which information includes the name and address of the District and other information that will allow the Bank to identify the District in accordance with the Act. The District agrees to, promptly following a reasonable request by the Lender, to the extent permitted by law, provide all such other documentation and information that the Lender requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the Act.

11.9 Bank Disclosures.

The District acknowledges and agrees that (i) the transaction contemplated herein is an arm’s length commercial transaction between the District and the Bank and its affiliates, (ii) in connection with such transaction, the Bank and its affiliates are acting solely as a principal and

not as an advisor including, without limitation, a “Municipal Advisor” as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the “Municipal Advisor Rules”), agent or a fiduciary of the District, (iii) the Bank and its affiliates are relying on the Bank exemption in the Municipal Advisor Rules, (iv) the Bank and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Bank, or any affiliate of the Bank, has provided other services or advised, or is currently providing other services or advising the District on other matters), (v) the Bank and its affiliates have financial and other interests that differ from those of the District, and (vi) the District has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

11.10 Execution in Counterparts.

This Note Purchase Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the Bank has caused this Note Purchase Agreement to be executed in its corporate name by its duly authorized officer, and the District has caused this Note Purchase Agreement to be executed in its name by an authorized District Official, all as of the date first above written.

[The remainder of this page is left blank intentionally.]

U.S. Bank National Association

By: _____
Authorized Representative

[The signature of the District appears on the following page.]

Under Oregon law, most agreements, promises and commitments made by the Bank, concerning loans and other credit extensions, which are not for personal, family or household purposes or secured solely by the borrower's residence must be in writing, express consideration and be signed by the Bank to be enforceable.

Clatsop Community College, Oregon

Teena Toyas, Interim President

[The signature of the Bank appears on the preceding page.]

EXHIBIT A

FORM OF QUALIFIED LENDER LETTER

\$1,700,000

Clatsop Community College

Clatsop County , Oregon

Tax and Revenue Anticipation Note, Series 2024

The undersigned, a duly authorized officer of [Name of Lender] (the “Lender”), hereby certifies as follows with respect to the Lender’s purchase of the above-captioned Tax and Revenue Anticipation Note, Series 2024 (the “Note”), and the related Note Purchase Agreement (the “Note Purchase Agreement”) dated as of June 18, 2024 between Clatsop Community College located in Clatsop County, Oregon (the “District”) and U.S. Bank National Association:

1. The Lender is an organization that falls within one of the following categories:

- (a) a bank as defined in Section 3(a)(2) of the Securities Act of 1933 as amended (the “Securities Act”);
- (b) a savings and loan association or other institution described in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; or
- (c) a “Qualified Institutional Buyer” as that term is defined in Rule 144A under the Securities Act.

2. The Lender has sufficient knowledge and experience in financial and business matters, including lending to political subdivisions and the purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the loan represented by the Note and the Note Purchase Agreement.

3. The Lender has made its own independent and satisfactory inquiries related to the financial condition of the District, including inquiry into financial statements and other information relating to the financial condition of the District, the Note and the Note Purchase Agreement, to which a reasonable lender would attach significance in making lending decisions, and of any other matters deemed to be relevant to a reasonably informed decision to make the loan by purchasing the Note.

4. The Lender has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the District, the Note, the Note Purchase Agreement, the projects financed with the Note and the use of the proceeds of the Note, all so that as a reasonable lender, the Lender has been able to make a reasonably informed decision to make a loan by purchasing the Note.

5. The Lender confirms that its purchase of the Note constitutes a loan that is suitable for and consistent with its credit policies and that the Lender is able to bear the economic risk of purchasing the Note, including a complete loss of such loan.

6. The Lender is making a loan evidenced by the Note for lending purposes only and for its own account (and not as an “underwriter” or “Participating Underwriter” as defined

in Securities and Exchange Commission Rule 15c2-12, as amended, replaced or supplemented) and does not presently intend to transfer, otherwise distribute or sell the Note or any portion thereof to the general public or to any other party.

7. The Lender acknowledges that its right to assign, sell and transfer the Note is limited as provided in the Note Purchase Agreement.

8. The Lender acknowledges that the Note (a) has not been registered under the Securities Act of 1933, as amended, and has not been registered or otherwise qualified for sale under the securities laws of any state, (b) will not be listed on any securities exchange, (c) will carry no rating from any rating service, and (d) there is no established market for the Note and none is likely to develop. The Lender understands and acknowledges that (i) the Note is not intended to be subject to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended and (ii) in connection with the Lender's purchase of the Note, the District has not prepared or caused to be prepared, any official statement, private placement memorandum or other offering document in connection with the Note.

9. The Lender is making a loan evidenced by the Note solely for its own account for lending purposes only, with a present intent to hold the Note until maturity, early redemption or mandatory tender, and not with a view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof subject to the understanding that disposition of Lender's property will remain at all times within its control.

10. The Lender has been furnished with and has examined the Note, the authorizing resolution, and other documents, certificates and legal opinions delivered in connection with the issuance of the Note.

11. The Lender agrees that it will comply with any applicable state and federal securities laws in effect with respect to the initial purchase of the Note and in effect with respect to any disposition of the Note by it, and further acknowledges that any current exemption from registration of the Note does not affect or diminish such requirements.

12. The Lender understands that Hawkins Delafield & Wood LLP ("Note Counsel,") and Piper Sandler & Co. ("Placement Agent") will have no responsibility to the Lender for the accuracy or completeness of information provided to the Lender by or on behalf of the District, including information regarding the District or its financial condition, or regarding the ability of the District to pay the Note, or the sufficiency of any security therefor.

13. The Lender understands that the District, Placement Agent and Note Counsel, will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

[The remainder of this page is intentionally left blank.]

Dated as of the _____ day of _____, 2024.

[Name of Lender]

By: _____

Name: _____

Title: _____

[Qualified Lender Letter]

EXHIBIT B

FORM OF NOTE

No. 1

\$1,700,000

**United States of America
Clatsop Community College
Clatsop County, Oregon
Tax and Revenue Anticipation Note, Series 2024**

Dated Date: June 18, 2024

Principal Amount: -----**ONE MILLION SEVEN HUNDRED THOUSAND
DOLLARS**-----

Clatsop Community College located in Clatsop County, Oregon (the “District”), for value received, acknowledges itself indebted and hereby promises to pay to U.S. Bank National Association (the “Bank”), or registered assigns, the Principal Amount indicated above, plus interest at the rate of 4.820% per annum, calculated on a 30/360-day basis. The District shall pay all principal and accrued interest on this Note in full on December 31, 2024. This Note is authorized pursuant to the Resolution. This Note was acquired by the Bank under the related Note Purchase Agreement that is dated as of June 18, 2024 (the “Note Purchase Agreement”). The provisions of that Note Purchase Agreement are incorporated into this Note by this reference. Capitalized terms used in this Note have the meanings defined for such terms in the Note Purchase Agreement.

Pursuant to ORS 287A.315, the District hereby pledges its full faith and credit and taxing power within the limitations of Sections 11 and 11b of Article XI of the Oregon Constitution to pay the amounts due to the Bank under this Note Purchase Agreement. The District shall pay the amounts due under this Note Purchase Agreement from any and all of its legally available taxes, revenues and other funds. This pledge of the District’s full faith and credit and taxing power shall not entitle the Bank to any lien on, or pledge of, specific properties or revenues of the District.

This Note is subject to prepayment as outlined in the Note Purchase Agreement.

The transfer of this Note is limited, and this Note may be transferred only as provided in the Note Purchase Agreement.

IN WITNESS WHEREOF, Clatsop Community College located in Clatsop County, Oregon has caused this Note to be executed in its name with the signature of an authorized District Official under the Resolution, all as of the date indicated above.

Clatsop Community College, Oregon

District Official

From: [Tim Lyman](#)
To: [Ed Johnson](#); [Felicity Green](#); [Teena Toyas](#); [Lloyd Mueller](#)
Subject: Formal Complaint re: BP2720
Date: Wednesday, June 5, 2024 3:24:42 PM

EXTERNAL EMAIL: DO NOT click on links or open attachments unless you know it is safe
Formal complaint against Board of Education members Jody Stahancyk and Ed Johnson for violations of BP 2720 Communications Among Board of Education Members.

Between May 31, 2024 and June 2, 2024, in a meeting convened by Jody Stahancyk, Board of Education members Jody Stahancyk, Mitra Vazeen, and Ed Johnson met with Chris Breitmeyer and Betsy Johnson to discuss matching grants for state funds of approximately \$8,000,000. Negotiations were conducted with Chris Breitmeyer and others under color of Board of Education business. Neither this meeting, nor any of the actions taken during it were previously approved by the Board of Education.

From BP 2720 Communications Among Board of Education Members:

"The authority of the Board of Education may be exercised only as a Board and only at such meetings or closed sessions as are duly and legally constituted. Individual members acting in their individual capacities have no authority to commit the Board of Education or the President to any policy determination or course of action."

"Board of Education members may not use a series of communications by any means or through any person to discuss, deliberate, or take action on any item of business within the subject matter jurisdiction of the Board."

Tim Lyman

1st Reading



BP 7120 Recruitment and Hiring

References:

NWCCU Standard 2.F.1, 2.F.3

The College President shall establish procedures to recruit and select faculty, staff, and administrators who are dedicated to student success and have a clear understanding of and commitment to the mission, vision, and values of the College in accordance with College policies and procedures and/or requirements of any applicable Collective Bargaining Agreement.

In order to promote student learning within a culture of equity and inclusion, successful candidates must demonstrate through a series of pre-qualifying and interview questions that they have an understanding of how to work well with individuals from a broad range of backgrounds and needs. This includes, but is not limited to, individuals with disabilities and those with diverse academic, socio-economic, cultural, racial and ethnic backgrounds. There will be no discrimination or harassment on the grounds of race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, marital status, age (18 years of age and older), disability, expunged juvenile record, or familial status. Oregon law defines race to include "physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protective hairstyles" as defined in ORS 659A.001.) ~~individuals with disabilities and those with diverse academic, socio-economic, cultural, racial, and ethnic backgrounds and it is the policy of the College that there will be no discrimination or harassment on the grounds of race, color, sex, gender, marital status, religion, national origin, age sexual orientation, gender identity or expression, or disability in any education programs, activities, or employment.~~

Employees shall possess the minimum qualifications prescribed for their positions by federal law, state law, and/or College policies/procedures.

The Board of Education must be advised of any employment candidate who inadvertently or willfully misrepresents any information on their application or during any interviews specific to the application, or fails to notify CCC of a change in status from what is on their application or disclosed during any interviews specific to the application within one week of that change. The President must inform the Board of Education of the misrepresentation before hiring the candidate, but it does not preclude the President from hiring that candidate after informing the Board.

~~-
have their employment offer go before the Board of Education for approval by a majority of the Board before being hired.~~

END OF POLICY

President's Cabinet Approval Date: _____ July 21, 2021

Commented [PS1]: race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, marital status, age (18 years of age and older), disability, expunged juvenile record, or familial status. Oregon law defines race to include "physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protective hairstyles" as defined in ORS 659A.001.)

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Commented [PS2]: Revised by the Board Policy Committee on 04.25.24 based on feedback from the Joint Committee.

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~~College Council Approval Date: May 27, 2021~~
~~Joint Policies and Procedures Committee Approval Date: October 12, 2021~~ May 13, 2024
Board Adoption Date: ~~October 12, 2021~~
Last Revised: ~~October 12, 2021~~

Rescinds: 4.005 Personnel Policy Goals



BP 7120 Recruitment and Hiring

References:

NWCCU Standard 2.F.1, 2.F.3

The College President shall establish procedures to recruit and select faculty, staff, and administrators who are dedicated to student success and have a clear understanding of and commitment to the mission, vision, and values of the College in accordance with College policies and procedures and/or requirements of any applicable Collective Bargaining Agreement.

In order to promote student learning within a culture of equity and inclusion, successful candidates must demonstrate through a series of pre-qualifying and interview questions that they have an understanding of how to work well with individuals from a broad range of backgrounds and needs. This includes, but is not limited to, individuals with disabilities and those with diverse academic, socio-economic, cultural, racial and ethnic backgrounds. There will be no discrimination or harassment on the grounds of race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, marital status, age (18 years of age and older), disability, expunged juvenile record, or familial status. Oregon law defines race to include “physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protective hairstyles” as defined in ORS 659A.001.)

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END OF POLICY

Joint Policies and Procedures Committee Approval Date: May 13, 2024

Board Adoption Date:

Last Revised:

Rescinds: 4.005 Personnel Policy Goals



AP 7120 Recruitment and Hiring

References:

NWCCU Standard 2.F.1, 2.F.3

[ORS 659A.001](#)

BP 1200 Clatsop Community College Mission

The College's recruitment and hiring procedures will demonstrate a commitment to diversity, equity, and inclusion in order to achieve the College's mission, vision, and values and support students in achieving their educational goals.

Clatsop Community College is committed to providing equal access in its recruitment and selection process for all applicants and fully respects and values the diversity of cultures and abilities of its surrounding communities. The College shall actively recruit from both within and outside of the college workforce to attract qualified applicants for all openings. This shall include outreach designed to ensure that all individuals, including those from protected groups ([Oregon law includes the following protected classes: race, color, religion, sex \(including pregnancy\), sexual orientation, gender identity, national origin, marital status, age \(18 years of age and older\), disability, expunged juvenile record, or familial status. Oregon law defines race to include "physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protective hairstyles" as defined in ORS 659A.001.](#)) are provided the opportunity to seek employment with the college.

Commented [PS1]: Add definition according to Title IX

This administrative procedure is intended to identify the process of recruiting and hiring for all positions at Clatsop Community College. While this procedure is intended to be comprehensive, there may be areas that need clarification. Questions should be directed to the Office of Human Resources.

The following principles shall guide all activities related to the screening and hiring of new employees:

1. The College actively seeks applicants who demonstrate the required technical expertise, preparedness, competence, respect, knowledge, and sensitivity that will enable them to effectively work in a multicultural educational environment. The administrators, faculty and staff share the responsibility for assuring equal opportunity practices throughout the screening and selection process.
2. Hiring decisions shall comply with federal and state laws, and the College's commitment to equal opportunity, fairness, inclusion, respect of all candidates and objectivity throughout the selection process.
3. Between the announcement of a vacant position and the hiring of the candidate, there is sufficient time to allow for a thorough, complete and thoughtful search.
4. All participants in the selection process receive training by the Office of Human



Resources.

5. Selection committee membership shall be ~~diverse~~representative of diverse members of the College community, in order to broaden perspectives and to better represent the College commitment to equal opportunity.
6. The selection committees shall maintain confidentiality throughout, and following completion of, the selection and hiring process.

Vacant Positions

New positions, including positions which have been performed by temporary employees, will be proposed through the annual budget process.

Development of new, or changes proposed for existing job descriptions will be made in coordination with the Director of Human Resources, who will convene the Compensation/Classification Committee when necessary to review the position. Once approved by the Compensation/Classification Committee, the hiring supervisor will work with their responsible administrator to make a recommendation to the President's Cabinet to fill the position.

Vacancies due to retirement, resignation or other termination of an employee will be reviewed by supervisor and Human Resources. The responsible administrator will make a recommendation to the President's Cabinet regarding need to fill the position.

Development of Job Announcement

To ensure equal employment opportunity and the integrity of the screening and hiring process, the job announcement will be developed through the Office of Human Resources in consultation with the hiring supervisor.

All positions shall indicate a "Closing Date" or a "First Review Date", unless if open until filled, which would allow committees to review applications while recruitment may continue.

Part-time temporary positions will be advertised by the Office of Human Resources at the request of the hiring supervisor. The Office of Human Resources will maintain an applicant pool for part-time temporary assignments. Supervisors can access and review the applications in the relevant pool prior to making a hiring decision.

Recruitment

The goal is to develop a comprehensive recruitment plan for each position which will ensure a diverse pool of well-qualified applicants.

The standard recruitment plan:

- a. The job announcement will be posted on the college's website and emailed to all employees within the college; and posted in appropriate online or print media that ensure diversity is a priority, as well as target professional expert sources to



Administrative Procedure

support a rigorous recruitment effort.

- b. The hiring supervisor may request expanded job announcement distribution through professional organizations, targeting mailing lists, or listing provided by the hiring supervisor.
- c. Positions will be posted on the college's employment page for a minimum of five business days before the position's closing date or first review date.

Application Process

All applicants, internal or external must apply through the College's online application system, including any required documents as stated in the position announcement.

If required for the position, internal and external applicants must submit a resume and/or transcript(s) along with the application form in order to demonstrate that minimum qualifications are met.

At the close of the recruitment process, the Office of Human Resources will review the applications received, ensuring that they are complete and verifying minimum qualifications prior to submitting the applications to the selection committee.

Selection Committee

Upon the authorization to proceed with recruitment for an open position, the Office of Human Resources will work with the hiring supervisor in the creation of a selection committee. Committees will have diverse membership composed of individuals which may include administrators, service and supervisory, faculty, classified, and confidential classified. As appropriate, hiring committees may include a student, and/or community member. Final committee members will be approved by the Director of Human Resources.

Committee members are required to participate in training for each hiring process they participate in. Members who do not participate in the training will not be able to participate in the hiring process. The Office of Human Resources is responsible for the orientation/training of the screening committee and the collection and distribution of application materials. Orientation/training will take place during the initial meeting.

Committee members must attend all scheduled committee meetings, or members will be unable to score candidate(s).

Confidentiality must be maintained throughout the recruitment and hiring process. Each member of the selection committee must sign a Confidentiality Agreement. Any breach of confidentiality will result in the removal of the committee member. No discussions regarding the selection process shall take place outside of the selection committee meetings. Any unauthorized disclosure of confidential information by a selection committee member may result in suspension from serving on selection committees in the future.



Administrative Procedure

Membership of the selection committee will not change during the process, except in the event of an emergency, or as necessary as determined by the Director of Human Resources in consultation with the hiring supervisor.

Selection committees are responsible for developing interview questions. Questions must comply with the Uniform Guidelines for Employee Selection and will be approved by the Office of Human Resources. Committees may develop questions which include skills or knowledge testing.

At the conclusion of the hiring process, all notes, forms, applications and so forth, will be turned in to the Office of Human Resources.

Interviews

An individual, personal interview by the entire selection committee will be conducted for applicants who submit a complete application packet by the filing deadline, pass the preliminary document review, and who are mutually agreed upon by the selection committee. Though not a requirement, it is recommended that hiring supervisors interview applicants for part-time temporary positions.

The interview may be conducted in person, by telephone, video or other electronic methods if necessary. However, the same method shall be used of all candidates interviewed. The Office of Human Resources will be responsible for contacting applicants to arrange for interviews.

The same set of pre-determined interview questions (and skills/teaching demonstrations, if applicable) shall be used to screen each candidate. The committee may ask appropriate follow-up questions to clarify a candidate's response to a question.

A second interview may be conducted by the hiring supervisor for top ranked candidates. In some cases, another review level may be conducted by the ~~Directors, Deans, Vice President or President, Department Administrator or President~~. This interview will be arranged by the Office of Human Resources at the request of the appropriate administrator.

Final candidates should be those who have clearly demonstrated knowledge, skills and abilities that best meet the needs of the position, the department, and the College.

Following the last interview, the committee shall review each candidate and determine a final candidate.

Employment Offer

Following the selection of the final candidate, the hiring supervisor shall submit formal notification of the selection to the Office of Human Resources. The Office of Human Resources will then make a conditional offer of employment, pending the outcome of the background and reference check. The hiring supervisor will be notified when someone has accepted the position.



Administrative Procedure

Job offers for part-time temporary positions may be made by a hiring supervisor once an application has been completed by the applicant in the online application system. Hire/Pay Authorization forms are the official method by which to offer employment to a part-time temporary employee and must be signed by the direct supervisor, and in some cases, ~~by the Director, Dean or VP of the area.~~ by the department administrator.

Exceptions

Exceptions to the above procedures may be required for emergencies or other unanticipated situations. Exceptions need to be considered through the Human Resources Director prior to offering employment.

The Board of Education must be advised of any employment candidate who inadvertently or willfully misrepresents any information on their application or during any interviews specific to the application, or fails to notify CCC of a change in status from what is on their application or disclosed during any interviews specific to the application within one week of that change. The President must inform the Board of Education of the misrepresentation before hiring the candidate, but it does not preclude the President from hiring that candidate after informing the Board.

~~must have their employment offer go before the Board of Education for approval by a majority of the Board before being hired.~~

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Joint BP/AP Committee Approval Date: ~~February 16, 2023~~
Last Revised: ~~February 16, 2023~~

AP 7120 Recruitment and Hiring

References:

NWCCU Standard 2.F.1, 2.F.3
ORS 659A.001
BP 1200 Clatsop Community College Mission

The College's recruitment and hiring procedures will demonstrate a commitment to diversity, equity, and inclusion in order to achieve the College's mission, vision, and values and support students in achieving their educational goals.

Clatsop Community College is committed to providing equal access in its recruitment and selection process for all applicants and fully respects and values the diversity of cultures and abilities of its surrounding communities. The College shall actively recruit from both within and outside of the college workforce to attract qualified applicants for all openings. This shall include outreach designed to ensure that all individuals, including those from protected groups (Oregon law includes the following protected classes: race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, marital status, age (18 years of age and older), disability, expunged juvenile record, or familial status. Oregon law defines race to include "physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protective hairstyles" as defined in ORS 659A.001.) are provided the opportunity to seek employment with the college.

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2. Hiring decisions shall comply with federal and state laws, and the College's commitment to equal opportunity, fairness, inclusion, respect of all candidates and objectivity throughout the selection process.
3. Between the announcement of a vacant position and the hiring of the candidate, there is sufficient time to allow for a thorough, complete and thoughtful search.
4. All participants in the selection process receive training by the Office of Human Resources.

5. Selection committee membership shall be representative of diverse members of the College community, in order to broaden perspectives and to better represent the College commitment to equal opportunity.
6. The selection committees shall maintain confidentiality throughout, and following completion of, the selection and hiring process.

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Development of new, or changes proposed for existing job descriptions will be made in coordination with the Director of Human Resources, who will convene the Compensation/Classification Committee when necessary to review the position. Once approved by the Compensation/Classification Committee, the hiring supervisor will work with their responsible administrator to make a recommendation to the President's Cabinet to fill the position.

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Recruitment

The goal is to develop a comprehensive recruitment plan for each position which will ensure a diverse pool of well-qualified applicants.

The standard recruitment plan:

- a. The job announcement will be posted on the college's website and emailed to all employees within the college; and posted in appropriate online or print media that ensure diversity is a priority, as well as target professional expert sources to support a rigorous recruitment effort.

- b. The hiring supervisor may request expanded job announcement distribution through professional organizations, targeting mailing lists, or listing provided by the hiring supervisor.
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All applicants, internal or external must apply through the College's online application system, including any required documents as stated in the position announcement.

If required for the position, internal and external applicants must submit a resume and/or transcript(s) along with the application form in order to demonstrate that minimum qualifications are met.

At the close of the recruitment process, the Office of Human Resources will review the applications received, ensuring that they are complete and verifying minimum qualifications prior to submitting the applications to the selection committee.

Selection Committee

Upon the authorization to proceed with recruitment for an open position, the Office of Human Resources will work with the hiring supervisor in the creation of a selection committee. Committees will have diverse membership composed of individuals which may include administrators, service and supervisory, faculty, classified, and confidential classified. As appropriate, hiring committees may include a student, and/or community member. Final committee members will be approved by the Director of Human Resources.

Committee members are required to participate in training for each hiring process they participate in. Members who do not participate in the training will not be able to participate in the hiring process. The Office of Human Resources is responsible for the orientation/training of the screening committee and the collection and distribution of application materials. Orientation/training will take place during the initial meeting.

Committee members must attend all scheduled committee meetings, or members will be unable to score candidate(s).

Confidentiality must be maintained throughout the recruitment and hiring process. Each member of the selection committee must sign a Confidentiality Agreement. Any breach of confidentiality will result in the removal of the committee member. No discussions regarding the selection process shall take place outside of the selection committee meetings. Any unauthorized disclosure of confidential information by a selection committee member may result in suspension from serving on selection committees in the future.



Administrative Procedure

Membership of the selection committee will not change during the process, except in the event of an emergency, or as necessary as determined by the Director of Human Resources in consultation with the hiring supervisor.

Selection committees are responsible for developing interview questions. Questions must comply with the Uniform Guidelines for Employee Selection and will be approved by the Office of Human Resources. Committees may develop questions which include skills or knowledge testing.

At the conclusion of the hiring process, all notes, forms, applications and so forth, will be turned in to the Office of Human Resources.

Interviews

An individual, personal interview by the entire selection committee will be conducted for applicants who submit a complete application packet by the filing deadline, pass the preliminary document review, and who are mutually agreed upon by the selection committee. Though not a requirement, it is recommended that hiring supervisors interview applicants for part-time temporary positions.

The interview may be conducted in person, by telephone, video or other electronic methods if necessary. However, the same method shall be used of all candidates interviewed. The Office of Human Resources will be responsible for contacting applicants to arrange for interviews.

The same set of pre-determined interview questions (and skills/teaching demonstrations, if applicable) shall be used to screen each candidate. The committee may ask appropriate follow-up questions to clarify a candidate's response to a question.

A second interview may be conducted by the hiring supervisor for top ranked candidates. In some cases, another review level may be conducted by the Department Administrator or President. This interview will be arranged by the Office of Human Resources at the request of the appropriate administrator.

Final candidates should be those who have clearly demonstrated knowledge, skills and abilities that best meet the needs of the position, the department, and the College.

Following the last interview, the committee shall review each candidate and determine a final candidate.

Employment Offer

Following the selection of the final candidate, the hiring supervisor shall submit formal notification of the selection to the Office of Human Resources. The Office of Human Resources will then make a conditional offer of employment, pending the outcome of the background and reference check. The hiring supervisor will be notified when someone has accepted the position.



Administrative Procedure

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Exceptions

Exceptions to the above procedures may be required for emergencies or other unanticipated situations. Exceptions need to be considered through the Human Resources Director prior to offering employment.

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Joint BP/AP Committee Approval Date: May 13, 2024
Last Revised: May 13, 2024

BOARD POLICY AND PROCEDURE PROGRAM

BP 3410 Nondiscrimination

References:

Title VI of the Civil Rights Act of 1964 (Title VI) and 42 U.S. Code Section 2000d;
Title VII of the Civil Rights Act of 1964 (Title VII) and 42 U.S. Code Section 2000e
Title IX of the Education Amendments Act of 1972; 20 U.S. Code Sections 1681 et seq.;
The Age Discrimination in Employment Act of 1967(ADEA) and 29 Code of Federal Regulations Sections 1625 et seq.;
Age Discrimination Act of 1975; 42 U.S. Code Sections 6101-6107, 34 Code of Federal Regulations Sections 110 et seq. and 45 Code of Federal Regulations Section 90 et seq;
Americans with Disabilities Act of 1990 (ADA) and 29 Code of Federal Regulations Sections 1630 et seq.;
ADA Amendments Act of 2008 (ADAAA);
Section 504 of the Rehabilitation Act of 1975, 34 Code of Federal Regulations Sections 104 et seq. and 45 Code of Federal Regulations Sections 84 et seq;
Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA) and 29 Code of Federal Regulations Sections 1635.1 et seq.;
29 Code of Federal Regulations Sections 1601.1 et seq. – Discrimination based on National Origin;
29 Code of Federal Regulations Parts 1606 et seq. – Religious Discrimination;
Pregnancy Discrimination Act of 1978 (PDA) and 29 Code of Federal Regulations Section 1604.10
34 Code of Federal Regulations Part 106
ORS 659A
ORS 659.850 to 659.860

NOTE: *This policy is legally required.*

The ~~[entity]~~ Clatsop Community College is committed to equal opportunity in educational programs, employment, and all access to institutional programs and activities.

The ~~[entity]~~, College and each individual who represents the College ~~[entity]~~, shall provide access to its services, classes, and programs without regard to the individual's legally protected status.

NOTE: *Legally protected statuses vary by state. The following list is illustrative. Executive Order 14021 states that Title IX of the Education Amendments of 1972 guarantees students an educational environment free from discrimination on the basis of sex, including discrimination on the basis of sexual orientation or gender identity. This*

BOARD POLICY AND PROCEDURE PROGRAM

policy recommends as best practice including sexual orientation and gender identity as protected categories.

Oregon law includes the following protected classes: race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, age (18 years of age or older), expunged juvenile record, or disability. Oregon law defines race to include “physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protective hairstyles as defined in ORS 659A.001.”]

Legally protected status is defined as: sex or gender, national origin, religion, age, gender identity, gender expression, race, color, genetic information, sexual orientation, physical or mental disability, military and veteran status, and pregnancy. The ~~[-CEO-]~~ President shall establish administrative procedures that ensure all members of the college community can present complaints regarding alleged violations of this policy and have their complaints heard in accordance with state and federal laws regarding nondiscrimination.

No ~~[-entity-]~~ College funds shall ever be used for membership, or for any participation involving financial payment or contribution on behalf of the ~~[-entity-]~~ College or any individual employed by or associated with it, to any private organization whose membership practices are discriminatory on the basis of national origin, religion, age, gender, gender identity, gender expression, race, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, military and veteran status, and pregnancy.

Approved by the Joint Policies and Procedures Committee: May 13, 2024

Adopted by the Board of Education:

Last Revised:

Revised 10/21, 6/22, 10/23

BP 3410 Nondiscrimination

References:

Title VI of the Civil Rights Act of 1964 (Title VI) and 42 U.S. Code Section 2000d;
Title VII of the Civil Rights Act of 1964 (Title VII) and 42 U.S. Code Section 2000e
Title IX of the Education Amendments Act of 1972; 20 U.S. Code Sections 1681 et seq.;
The Age Discrimination in Employment Act of 1967(ADEA) and 29 Code of Federal Regulations Sections 1625 et seq.;
Age Discrimination Act of 1975; 42 U.S. Code Sections 6101-6107, 34 Code of Federal Regulations Sections 110 et seq. and 45 Code of Federal Regulations Section 90 et seq;
Americans with Disabilities Act of 1990 (ADA) and 29 Code of Federal Regulations Sections 1630 et seq.;
ADA Amendments Act of 2008 (ADAAA);
Section 504 of the Rehabilitation Act of 1975, 34 Code of Federal Regulations Sections 104 et seq. and 45 Code of Federal Regulations Sections 84 et seq;
Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA) and 29 Code of Federal Regulations Sections 1635.1 et seq.;
29 Code of Federal Regulations Sections 1601.1 et seq. – Discrimination based on National Origin;
29 Code of Federal Regulations Parts 1606 et seq. – Religious Discrimination;
Pregnancy Discrimination Act of 1978 (PDA) and 29 Code of Federal Regulations Section 1604.10
34 Code of Federal Regulations Part 106
ORS 659A
ORS 659.850 to 659.860

Clatsop Community College is committed to equal opportunity in educational programs, employment, and all access to institutional programs and activities.

The College and each individual who represents the College, shall provide access to its services, classes, and programs without regard to the individual's legally protected status.

Legally protected status is defined as: sex or gender, national origin, religion, age, gender identity, gender expression, race, color, genetic information, sexual orientation, physical or mental disability, military and veteran status, and pregnancy. The President shall establish administrative procedures that ensure all members of the college community can present complaints regarding alleged violations of this policy and have their complaints heard in accordance with state and federal laws regarding nondiscrimination.

BOARD POLICY AND PROCEDURE PROGRAM

No College funds shall ever be used for membership, or for any participation involving financial payment or contribution on behalf of the College or any individual employed by or associated with it, to any private organization whose membership practices are discriminatory on the basis of national origin, religion, age, gender, gender identity, gender expression, race, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, military and veteran status, and pregnancy.

Approved by the Joint Policies and Procedures Committee: May 13, 2024

Adopted by the Board of Education:

Last Revised:

Revised 10/21, 6/22, 10/23

Commencement 2024

Friday, June 14, 2024

5:30 PM

When: Please be on campus by 5:15 pm and in regalia and ready to walk by 5:25 pm.

Parking: The row of parking spaces on the left as you enter the large parking lot behind Columbia Hall, near the charging station, are reserved for the Board.

Where: Gather in Columbia Hall 117

How: Felicity will lead you across the street to Patriot Hall and down in the elevator to the gym floor. Celeste Peterson will escort you across the gym in seating order and onto the stage. The Board are the first to enter the gym.

There will be a light reception after Commencement either outside or in the case of rain, in the Bandit Café area.