CENTRAL OREGON
COMMUNITY COLLEGE
Board of Directors' Meeting – AGENDA
Wednesday, December 13, 2023 – 5:45 PM
BEC Boardroom / YouTube

TIME**	ITEM	ENC.*	ACTION	PRESENTER
5:45pm				
	I. Call to Order			**Krenowicz**
	II. Native Lands Acknowledgement	2a.1*		**Krenowicz**
	III. Roll Call			**Kovitz**
	IV. Agenda Changes			**Krenowicz**
	V. Public Comment			**Krenowicz**
	VI. Consent Agenda* **		X	**Krenowicz**
	1. Regular Meeting Minutes (11.8.23)	6a.1–10*		**Matthews[A]**
	VII. Information Items			
	1. Monthly Budget Status	7a.1–4*		**Knutson[A]**
	2. New Hire Reports	7b.1–2*		**Boehme[A]**
	3. Diversity, Equity, Inclusion and Belonging Plan and Activities			**Moore/Walker[P]**
	4. Campus Safety Update			**Darling[P]**
	VIII. New Business			
	1. Room and Board Proposal	8a.1–3*	X	**Moore/Davis[A]**
	2. Donation of Land in Madras	8b.1–10*	X	**LaLonde/Boone[P]**
	3. Investment Policy and Internal Controls Document – 1st Reading	8c.1–16*		**LaLonde[A]**
	IX. Board of Directors' Operations			**Krenowicz**
	1. Board Member Activities			
	X. President's Report			**Chesley**
	XI. Dates			**Krenowicz**
	1. Sunday, December 17 – Fall Term Ends			
	2. December 25–29 – Closed for Winter Break			
	3. Monday, January 1 – Closed for New Year's Day			
	4. Tuesday, January 2 – Real Estate Committee Meeting – 3:30 p.m. via Zoom			
	5. Wednesday, January 3 – Audit and Finance Committee Meeting – 4:00 p.m. via Zoom			
	6. Wednesday, January 10 – Board of Directors'			

* Material to be distributed via e-mail & USPS (as necessary)
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Work Session – BEC Boardroom at 4:00 – 5:00 p.m.

7. Wednesday, January 10 – Board of Directors' Meeting – BEC Boardroom at 5:45 p.m.

XII. Adjourn **Krenowicz**

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Purpose: To acknowledge someone is to say, “I see you. You are significant.” The purpose of a land acknowledgement is to recognize and pay respect to the original inhabitants of a specific region. It is an opportunity to express gratitude and appreciation to those whose territory you exist in.

COCC Land Acknowledgement

(Condensed Version)

COCC would like to acknowledge that the beautiful land our campuses reside on, are the original homelands of the **Wasq’ú** (Wasco**)**, and the **Wana Łama** (Warm Springs**)** people. They ceded this land to the US government in the Treaty of 1855. The **Numu** (Paiute) people were forcibly moved to the Warm Springs Indian Reservation starting in 1879. It is also important to note that the Klamath Trail ran north through this region to the great Celilo Falls trading grounds and the Klamath Tribes claim it as their own. Descendants of these original people are thriving members of our communities today. We acknowledge and thank the original stewards of this land.

CENTRAL OREGON
COMMUNITY COLLEGE
Board of Directors' Meeting – AGENDA
Wednesday, November 8, 2023 – 5:45 PM
Redmond Campus, Building 3, Room 306 /
YouTube

TIME**	ITEM	ENC.*	ACTION	PRESENTER
5:45pm				
	I. Call to Order In light of the upcoming Veterans Day holiday, veterans from COCC's student body and staff were thanked for their service			**Craska Cooper**
	II. Native Lands Acknowledgement	2a.1*		**Craska Cooper**
	III. Roll Call Board Members and Staff Joe Krenowicz (Chair), Laura Craska Cooper (Vice Chair, served as chair for this meeting), Alan Unger, Erica Skatvold, Jim Porter, Erin Foote Morgan, Erin Merz, Laurie Chesley (COCC President), Alicia Moore, Annemarie Hamlin, Michael LaLonde, Laura Boehme, Zak Boone, Amy Ward, Tyler Hayes, Cathleen Knutson, Jeremy Green, Paul Taylor, Darrin Davis, Gabriel Franco, Kyle Matthews, Jenn Kovitz			**Kovitz**
	IV. Agenda Changes 1. Fall Credit Enrollment Report added to Information Items.			**Craska Cooper** **Chesley**
	V. Public Comment None.			**Craska Cooper**
	VI. Consent Agenda*** 1. Regular Meeting Minutes (10.11.23) 2. Motion to approve consent agenda. a. 1st: Erin Foote Morgan b. 2nd: Jim Porter c. Motion approved unanimously.	6a.1–7*	X	**Craska Cooper** **Matthews[A]**
	VII. Information Items 1. Monthly Budget Status	7a.1–4*		**Knutson[A]**

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No questions.

2. New Hire Reports 7b.1–2* **Boehme**[A]

   No questions.

3. Fall Credit Enrollment Report **Moore/Hayes**[P]

   a. Enrollment for full–time equivalent (FTE) students at COCC has seen an increase of 11%, with an increased headcount of 7.7%, since the same point in time during the previous Fall term.

      i. Students returning from an absence increased by 17.6%.
      ii. Students transferring from another institution increased by 16.2%.
      iii. Continuing student enrollment increased 7.4%.
      iv. Fall–to–Fall student retention increased by 4%.
      v. Students of color saw an overall increase of 8.7%, well above the national average of 2–4%.

         1. Hayes credited Christy Walker, Director of Equity and Inclusion, and her colleagues who engaged with high school students to help them enroll at COCC.

      vi. Foote Morgan asked about retention rates for students of color. Hayes confirmed they track that data but did not have it available on hand and offered to make it available for her in the future. Moore added that several staff members track data in regards to ethnicity, including Walker, who engages directly with students from these groups. Other staff members track factors such as veteran status, first–generation college students and financial aid grant recipients. This report focused on enrollment for Fall 2023, rather than a long–term student success progression.
      vii. Porter asked if COCC also tracks class–time hours return students are taking. Hayes said they can access that information through the college's online data tracking tool.
      viii. COCC also saw an increase in all age demographics, with the most significant increases for students aged 30 and older. This mirrors a national trend of non–traditional students returning to school.

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1. Craska Cooper asked what the average age of COCC's student body is, as the Oregon Promise Grant likely caused that statistic to decrease. Hayes agreed that was likely to be the case, but did not have that information available and offered to follow-up with her.

ix. There was a notable increase in full-time students over part-time students, as well as degree-seeking students who have also applied for financial aid.

x. The Madras campus saw the highest increase of COCC student headcount with 39.1%. Prineville's headcount decreased 8.9%, but their enrollment numbers were still being finalized. Hayes predicted Prineville's numbers would match last year's when enrollment concludes for the academic year.

xi. Hayes noted that high school students participating in COCC's College Now (CN) program were not included in this report. He anticipated registering over 1,000 CN students for 2023-24, which would likely account for 200 FTE students.

1. Krenowicz asked if CN includes students taking dual-credit courses. Hayes explained that dual-credit students include CN, which is for students taking COCC credited courses at their high schools, and concurrent high school students who take classes on COCC's campuses or online.

xii. Hayes showed the Board an online dashboard, maintained by COCC's Institutional Effectiveness department, which can be used to measure available data on enrollment, accounting for dozens of factors. This tool is publicly available on COCC's website.

xiii. Overall growth in enrollment can be attributed to more flexible options for students to attend in-person or online, affordable tuition, and increased access to support sources, including the students' food bank, the Clothing Connection, a benefits navigation partnership with Thrive and statewide benefit programs such as STEP.

xiv. Moore credited COCC's Institutional Effectiveness department with gathering the data presented.

xv. Foote Morgan asked if the overall increase in enrollment created increased costs to sustain college operations, or does the additional tuition make-up for it? Chesley said it is a matter of scale. While one additional student would not noticeably increase costs at the college, a significant number might.

LaLonde explained that this is why the Oregon Higher Education Coordinating Commission (HECC) monitors enrollment numbers across the state to ensure proper funding is applied. Chesley added that HECC has not invoked a growth factor yet, and the upcoming funding amount is yet to be calculated. LaLonde did not think that the incremental costs for additional students this term would be significant.

VIII. Old Business

1. Indicators from the Previous Strategic Plan **Moore[P]**
   a. Moore reminded the Board what COCC's previous mission statement was and how they worked to meet that mission in 2018–2023.
      i. Two primary elements from this Mission were student success and community enrichment. Progress in these areas was measured by Institutional Success Indicators (ISIs).
   b. The Plan consisted of a layered approach of Strategic Plan Goals, leading to ISIs, leading to fulfillment of the overall Mission.
      i. Chesley felt the previous Strategic Plan was unnecessarily complicated.
   c. Student Success focused on retention, how many students were passing gateway courses (first-year college-level math and writing), and graduation and transfer rates.
      i. Chesley added that passing gateway courses has become a national standard in higher education as students who pass their gateway courses are more likely to continue their education and succeed.
   d. Community Enrichment measurements were difficult to formulate and benchmark. The focus was on partnerships with high schools and OSU-Cascades, as well as business and industry connections for students entering the workforce. There was also a focus on lifelong learning through Continuing Education attendance and the value of COCC Foundation scholarships and other awards.
   e. Moore shared an online dashboard that COCC staff used to set retention benchmarks and measure whether their goals were met.
   f. The previous Strategic Plan aligned with national accreditation standards and was tailored to Central Oregon needs.
   g. Moore credited dozens of volunteers from COCC's staff who helped create and assess the previous Strategic Plan.
   h. Foote Morgan asked if COCC would be measuring progress on all five Strategic Goals in the new Plan. Chesley confirmed.
2. Redmond Campus/MATC Update **Ward/Green[P]**

a. COCC's Redmond campus recently celebrated its 25th anniversary.
b. A new Student Commons area has been added to the Redmond Technology and Education Center, as well as a new Student Services office and a reserve for course materials and technology. There is also a Clothing Connection and a food bank for students to access.
c. When planning the Redmond academic schedule, the staff always aim to make it possible for local students who plan to transfer to a four-year Oregon institution to be able to meet all their AAOT requirements on the Redmond campus.
d. The Redmond campus houses several CTE programs, including apprenticeship, automotive and manufacturing. COCC's Vet Tech Center is a short drive from the campus. Many local students who don't feel college is right for them are encouraged to try some courses, and the CTE programs have proven to be good choices for many students.
    i. Last year saw the campus' first CTE Preview Day, which allowed high school students to tour the facilities and experience hands-on demonstrations of equipment.
    ii. High school students can also participate in Manufacturing Fridays, where they visit the CTE facilities for hands-on demonstrations of equipment.
e. Part of the new Strategic Plan aims to revitalize the Manufacturing and Applied Technology Center (MATC) on the Redmond campus in order to better serve students as they prepare to join the workforce.
f. Ward recognized Darrin Davis and Gabriel Franco, two MATC instructors who attended the meeting. They joined Ward on visits to local manufacturing shops of all sizes to ask employers what they are looking for in new employees.
g. MATC is also working with the Department of Labor on a Strengthening Community Colleges Grant, engaging local high schools, and reengaging their Academic Advisory Board after a pandemic lull.
    i. As part of this grant, they hired the National Coalition of Advanced Technology Centers (NCATC) to evaluate their programs. Findings included a need for higher standards for higher standards in worker skills, an emphasis on work ethic, and short-term, industry responsive training.
    ii. Advanced technology opportunities recommended by NCATC included integrated advanced manufacturing and CNC machining; welding and fabrication; a mechatronics, maintenance and

automation center; 3D digital design and additive manufacturing technologies; quality control, and LEAN six sigma.

h. Populations served by MATC include dual–enrolled high school students, postsecondary technical students, underserved populations, veterans, downsized workers and employees needing upskilling.
i. Shared Values adopted by MATC from the new Strategic Plan include empowering students; engaging our communities; championing diversity, equity, inclusion and belonging, supporting colleagues; achieving excellence; embracing environmental sustainability; fostering communication; and advancing fiscal and operational sustainability.
j. Green shared some suggestions for possible upgrades for Building 3 on the Redmond campus and how these were developed.
    i. Building 3 has not been remodeled since it was built 25 years ago. The evolving manufacturing and automotive industries have caused sections of the building to go unused due to their inability to meet the current standards of the industry, while other sections are overcrowded due to growing demand in the industries they prepare students for.
    ii. COCC has secured state funding for MATC renovations. COCC must match the State's $4 million.
    iii. Looking forward, after the design for the upgrade is completed, next steps would include determining curriculum outcomes and program alignments and creating funding strategies. The intended timeline for these steps is expected to conclude by October 2024.
    iv. Chesley added that it's possible to ask for an extension on the funding request, but that is risky as COCC has already made this request before. This would require the State's approval. She thanked Green for his leadership on this project and acknowledged that there is actually more complexity to this project than the construction of a new building on the Madras campus.
    v. Foote Morgan asked for more information about the state funding and where it comes from. Chesley said it would be $4 million, which COCC would be required to match within a certain amount of time. Community colleges have an opportunity in each legislative session to request capital funds for new buildings or renovations. This is a collaborative practice where the 17 community colleges in the state take turns making these requests. In 2018, COCC requested $8 million to build a

new general classroom building in Redmond, which made sense at the time, but the demand for such a space has changed.

vi. Chesley thanked Outreach Dean Cindy Lenhart, who oversees the direction of COCC's branch campuses, for using a "team approach" to bring instructors and facilities managers together in order to find ways to best serve their students.

vii. Unger pointed out that COCC has a better opportunity to expand their CTE facilities than local high schools as their spaces are too limited. Green added that the high schools do have quality CTE programs that could meld well with COCC's programs.

IX. New Business

1. Investment Policy and Internal Controls 10a.1–16* X **LaLonde[P]**
   a. Craska Cooper explained that LaLonde noticed that COCC's investment policy was long overdue for a revision. A model policy from the State of Oregon was included in the meeting packet and Craska Cooper pointed out some examples where revisions should be made.
   b. Craska Cooper suggested moving the first reading to the Board's next regular meeting in December. However, in light of some conversations that took place during the Board's recent retreat, it might be good to designate a new Investment Officer while some increased returns are still possible.
      i. According to the current policy, COCC's designated Investment Officer was the Associate CFO, a position that COCC has not had for sometime. Michael LaLonde, Vice President of Finance/Operations and CFO, will be designated as COCC's new Investment Officer.
   c. LaLonde added that the current policy is not as robust as what the State recommends, but it should serve the needs of COCC for the time being.
   d. Craska Cooper suggested using this meeting to add an amendment to the existing policy before conducting a first reading of a new policy at next month's regular Board meeting.
   e. Motion to designate Michael LaLonde as the new Investment Officer for COCC.
      i. 1st: Alan Unger
      ii. 2nd: Joe Krenowicz
      iii. Motion approved unanimously.
   f. Foote Morgan asked if any further discussion was needed before next month's regular meeting. Craska Cooper mentioned that during her phone call with LaLonde earlier that day,

the idea came up to form an investment committee. It would not necessarily need to consist solely of Board members, although the Board would still make final decisions on any investments made by COCC. Perhaps one Board member could sit on the committee with community members who understand investing occupying other seats.

g. From the model policy provided in the meeting packet, Foote Morgan asked about conflicts of interest and segregation of duties. Chesley mentioned that members of the Board should be receiving forms to declare potential conflicts of interest to the State. LaLonde added that, according to the policy, the Board will oversee approval of investments, but will not decide which investments will be made, which should resolve any conflicts of interest.
h. Krenowicz asked if this policy replicated how the COCC Foundation manages its investments. Boone said LaLonde is familiar with the Foundation's model of having an investment committee who makes recommendations to the Foundation's full Board of Trustees. Boone suggested members of the Foundation's investment committee could provide counsel as COCC's Board of Directors forms their own investment committee. Chesley clarified that both committees should consist of different people. Boone concurred.
i. Porter asked whether the Board needs to approve a policy for naming a broker, a dealer and an investment advisor, or should it be approved by the college President?
    i. LaLonde said they would need to go through a similar process as choosing a new banking partner. He offered to write a new policy to address engaging a new consultant if necessary.
    ii. Craska Cooper read in the policy model that the Investment Officer would make these decisions, so perhaps it should be discussed by LaLonde and Risk Management Director Sharla Andresen?
    iii. Chesley clarified that this policy was ratified years ago by COCC's College Affairs Committee, which is not a committee of Board members, and fiduciary matters *should* be overseen by the Board.
    iv. Craska Cooper asked LaLonde to add an amendment to clarify his proposed policy for engaging new consultants. LaLonde concurred.
j. Craska Cooper said she thinks the internal controls document is robust, but suggested some updates to the headers in order to be clearer.
k. LaLonde reminded the Board that this is the recommended investment policy by the Short–Term Investment Board of the State of Oregon, so once the policy is modified,

he will need to submit it to them again for approval.

i. Merz asked when he would need to submit the updated policy to the State. LaLonde said it would be after the COCC Board approves it.

X. Board of Directors' Operations **Craska Cooper**

1. Jim Porter
    a. October 27 – 28: COCC Board of Directors retreat.
2. Joe Krenowicz
    a. October 27 – 28: COCC Board of Directors retreat.
3. Erin Merz
    a. October 17: COCC's Foundation's Feast at the Old Mill.
    b. October 27 – 28: COCC Board of Directors retreat.
4. Erin Foote Morgan
    a. October 27 – 28: COCC Board of Directors retreat.
    b. October 31: Bend Chamber of Commerce Impact Conference. Attended Policy and Growth breakout session.
    c. Email correspondence with Sunriver Chamber of Commerce Director Kristine Thomas regarding upcoming panels on Newberry regional partnership in Sunriver and La Pine on educational needs in southern Deschutes and northern Klamath Counties.
    d. November 7: Meeting with the principal of La Pine High School on how to better serve residents of Zone 7 in light of COCC's new Strategic Plan, such as connecting with local high schools and adapting to online courses.
5. Erica Skatvold
    a. October 12: OSU–Cascades Advisory Board meeting. Participated on the Workforce Committee.
    b. October 27 – 28: COCC Board of Directors retreat.
    c. Volunteered to review COCC scholarship applications, as she has done annually. She expressed concern for students who are living in their cars to save money or working multiple jobs and unable to meet the cost of living without taking out loans.
        i. Craska Cooper asked if the Board could volunteer at the student food bank. Moore explained that the food bank is managed by students and Student Life staff, but there are volunteer opportunities at the Clothing Connection.
6. Alan Unger
    a. October 21: Central Oregon Symphony concert in

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partnership with COCC Symphony at Bend Senior High School.

b. October 27 – 28: COCC Board of Directors retreat.

7. Laura Craska Cooper
   a. October 20: Retreat planning phone call with Chesley.
   b. October 24: Retreat planning phone call with Krenowicz.
   c. October 25: Retreat planning phone call with guest facilitator and former Board member, Bruce Abernathy.
   d. October 27 – 28: COCC Board of Directors retreat.

XI. President's Report **Chesley**

1. Chesley acknowledged the upcoming Veterans Day holiday, thanking veterans in COCC's student body and staff.
   a. The Oregon Department of Veterans Affairs recently granted COCC $80,000 in support of the college's Veterans Center.
   b. The U.S. Department of Defense's Employer Support of the Guard and Reserve office presented COCC the Seven Seals Award for the college's support of Guard members and Reservists. COCC was nominated by college personnel.
2. Noelle Copley, COCC Sustainability Coordinator, received the 2023 Sustainability Award (Individual) from The Environmental Center for her leadership in sustainability efforts in Central Oregon.
3. Patrick Kennelly, Associate Professor of Geographical Information Systems, won the Henry Johns Award for Outstanding Mapping from the British Cartographic Society for the second time in three years.
4. COCC Madras will receive a $1 million grant from the JTMF Foundation in support of the campus' new building, thanks to the efforts of COCC's Advancement and Foundation staff.
5. COCC has hosted several events during November in celebration of Native American Heritage Month, with one more event to happen November 17 in Madras.

XII. Dates **Craska Cooper**

1. Friday, November 10 – COCC closed in observance of Veterans' Day
2. November 23–24 – COCC closed in observance of Thanksgiving
3. Wednesday, December 13 – Board of Directors' Work Session – BEC Boardroom at 3:00 – 5:00 p.m.
4. Wednesday, December 13 – Board of Directors' Meeting – BEC Boardroom at 5:45 p.m.

XIII. Adjourned at 8:01 p.m. **Craska Cooper**

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Central Oregon Community College
Monthly Budget Status
Highlights of October 2023 Financial Statements

Cash and Investments

The College's operating cash balances currently total $38 million. The October average yield for the Local Government Investment Pool is up to 4.90 percent from last report of 4.63 percent.

General Fund Revenues

The College received the second state aid payment of $2.9 million in October.

General Fund Expenses

The expenses through October include the required budgeted inter-fund transfers-out for the fiscal year.

Budget Compliance

All general fund appropriation categories are within budget.

Central Oregon Community College

Monthly Budget Status

13-Dec-23

October 2023

General Fund	**Adopted Budget**	**Year to Date Activity**	**Variance Favorable (Unfavorable)**	**Percent of Budget Current Year**	**Percent of Budget Prior Year**
Revenues					
District Property Taxes:					
Current Taxes	$ 21,842,000	$ -	$ (21,842,000)	0.0%	0.0%
Prior Taxes	460,000	107,219	(352,781)	23.3%	54.9%
Tuition and fees	17,374,000	6,372,280	(11,001,720)	36.7%	35.9%
State Aid	9,793,000	6,107,276	(3,685,724)	62.4%	50.9%
Program and Fee Income	40,000	60	(39,940)	0.2%	11.6%
Interest & Misc. Income	244,000	-	(244,000)	0.0%	11.7%
Transfers-In	4,860,000	89,817	(4,770,183)	1.8%	48.6%
Total Revenues	**$ 54,613,000**	**$ 12,676,652**	**$ (41,936,348)**		
Expenses by Function					
Instruction	$ 24,617,100	$ 5,221,762	$ 19,395,338	21.2%	20.7%
Instructional Support	5,270,297	1,459,309	3,810,988	27.7%	29.1%
Student Services	6,465,663	1,643,670	4,821,993	25.4%	24.7%
College Support	5,847,565	1,083,793	4,763,772	18.5%	29.4%
Plant Operations and Maintenance	4,966,239	1,535,733	3,430,506	30.9%	26.0%
Information Technology	5,738,544	1,724,335	4,014,209	30.0%	32.0%
Financial Aid	100,000	49,561	50,439	49.6%	22.6%
Contingency	1,000,000	-	1,000,000	0.0%	0.0%
Transfers-Out	2,410,938	2,398,138	12,800	99.5%	98.3%
Total Expenses	**$ 56,416,346**	**$ 15,116,301**	**$ 41,300,045**		
Revenues Over/(Under) Expenses	**$ (1,803,346)**	**$ (2,439,649)**	**$ (636,303)**		

Central Oregon Community College

Monthly Budget Status

October 2023

13-Dec-23

		Adopted Budget		Year to Date Activity		Variance Favorable (Unfavorable)	Percent of Budget Current Year	Percent of Budget Prior Year
Non General Funds								
Debt Service Fund								
Revenues	$	5,803,797	$	1,515,975	$	(4,287,822)	26.1%	28.4%
Expenses		5,750,447		984,231		4,766,216	17.1%	17.0%
Revenues Over/(Under) Expenses	$	53,350	$	531,744	$	478,394		
Grants and Contracts Fund								
Revenues	$	4,643,524	$	417,354	$	(4,226,170)	9.0%	9.6%
Expenses		4,711,428		1,166,074		3,545,354	24.7%	16.9%
Revenues Over/(Under) Expenses	$	(67,904)	$	(748,720)	$	(680,816)		
Capital Projects Fund								
Revenues	$	13,832,724	$	2,759,306	$	(11,073,418)	19.9%	24.8%
Expenses		17,714,240		1,731,076		15,983,164	9.8%	3.7%
Revenues Over/(Under) Expenses	$	(3,881,516)	$	1,028,230	$	4,909,746		
Enterprise Fund								
Revenues	$	4,877,843	$	1,765,396	$	(3,112,447)	36.2%	34.7%
Expenses		5,305,817		2,004,910		3,300,907	37.8%	48.6%
Revenues Over/(Under) Expenses	$	(427,974)	$	(239,514)	$	188,460		
Auxiliary Fund								
Revenues	$	5,973,779	$	4,637,354	$	(1,336,425)	77.6%	58.2%
Expenses		12,402,620		3,160,590		9,242,030	25.5%	33.1%
Revenues Over/(Under) Expenses	$	(6,428,841)	$	1,476,764	$	7,905,605		
Reserve Fund								
Revenues	$	5,316	$	-	$	(5,316)	0.0%	0.0%
Expenses		455,000		1,926		453,074	0.4%	94.7%
Revenues Over/(Under) Expenses	$	(449,684)	$	(1,926)	$	447,758		
Financial Aid Fund								
Revenues	$	15,259,071	$	4,406,536	$	(10,852,535)	28.9%	23.1%
Expenses		15,523,065		4,939,534		10,583,531	31.8%	25.8%
Revenues Over/(Under) Expenses	$	(263,994)	$	(532,998)	$	(269,004)		
Internal Service Fund								
Revenues	$	85,000	$	25,762	$	(59,238)	30.3%	19.2%
Expenses		161,000		17,231		143,769	10.7%	27.7%
Revenues Over/(Under) Expenses	$	(76,000)	$	8,531	$	84,531		
Trust and Agency Fund								
Revenues	$	9,332	$	5,841	$	(3,491)	62.6%	22.9%
Expenses		23,500		205		23,295	0.9%	6.5%
Revenues Over/(Under) Expenses	$	(14,168)	$	5,636	$	19,804		

13-Dec-23

Central Oregon Community College

Cash and Investments Report

As of October 31, 2023

College Portfolio	**Operating Funds**	**Trust/Other Funds**
Cash in State Investment Pool		
4089 - General operating fund	$ 35,451,967	
3624 - Robert Clark Trust		$ 387,775
October Average Yield 4.90%		
Cash in USNB	$ 2,604,938	
Cash on Hand	$ 4,600	
Total Cash	$ 38,061,505	$ 387,775

Central Oregon Community College
Board of Directors
New Hires Report
Date of Hire: November 1-30, 2023

Name	Hire Date	Job Description	Department
Classified Full-Time			
Serrano, Emily Michelle	11/1/2023	Test Proctor Specialist	Tutoring and Testing
Thompson, Melissa H	11/6/2023	Administrative Assistant	Campus Public Safety
Temporary Hourly			
Allen, Brant	11/6/2023	Art Model- Unclothed	Art
Godsave, Lacey Ann	11/27/2023	Instructional Assistant-	Licensed Massage Therapy
Jurgenson, Erik Brenner	11/6/2023	Intramural Basketball	Club Sports
Kroytz, Adelynn Grace	11/6/2023	Student Ambassador	Student Outreach & Contact
Nagrecha, Rachel	11/6/2023	Writing Tutor II	Tutoring and Testing
Nguyen, Joseph D	11/9/2023	Fitness Attendant II	Club Sports
Roberts, Cassandra Lee	11/1/2023	Test Proctor II	Tutoring and Testing
Wenner, Jordan Lee	11/6/2023	Music Computer Lab Attendant	Music

Board Meeting Date: Wednesday, December 13, 2023
Exhibit: 7b.2

Central Oregon Community College
Board of Directors
Faculty and Administrators New Hire Report

Faculty Full-Time		
Michelle Hight	Assistant Professor I Aviation	December 1, 2023

Board Meeting Date: 12/13/2023
Exhibit No.: 8a.1

Central Oregon Community College Board of Directors: 2024-25 Room and Board Rates Resolution

Subject	2024-25 Room and Board Rates
Strategic Plan Initiatives	Access: COCC expands access by providing students with equitable opportunities and the resources needed to achieve their goals.
Prepared By	Andrew Davis, Director of Student and Campus Life Alicia Moore, Vice President of Student Affairs

A. Background

Each year, student residence hall room and meal plan rates are brought to the Board of Directors for review and approval.

Meal Plan Rates: The meal plan rates are designed to provide comprehensive food options (dining hall, café and market), give students a choice about how their meal plan is structured (four options, each of which includes “flex cash” to be spent in the café and market), create sufficient revenue to cover the food service management contract fees (COCC contracts with Sodexo as its food service provider), and provide funds to maintain and replace food service equipment and small-wares. Historically, meal plan rates have been based on the CPI-U West Region’s annual increase for *Food Away From Home* index and increased by the following percent over the prior year:

- 2020-21: 3%
- 2021-22: 3.4%
- 2022-23: 4.5%
- 2023-2024: 5.2%

Part of the goal of these continued increases was to build sufficient reserves for food service equipment replacement costs. As a result, the College now has sufficient reserves to cover equipment replacement needs. With this, staff recommend a 1.5% increase for meal plans.

Room Rates: The residence hall room rates are designed to provide a positive living environment, maintain competitive pricing to sustain high occupancy levels, cover costs of operations and debt service and develop building reserves. Given the restructuring of housing fiscal operations two years ago, along with meeting building capital reserve goals, staff recommend a 1.5% increase for the 2024-25 academic year. The College has enough in housing reserves to absorb potential capital expenses and is still projected to generate income beyond expenses to cover unexpected circumstances and possible inflationary increases for the coming academic year.

The proposed room and meal plan rate recommendations are below, with students choosing their combination of room and meal plan options.

Meal Plans (Academic Year)	2023 – 24	2024 - 25	$ Change	% Change
Starter (7 meals/week + $500 flex cash)	$ 4,735	$ 4,806	$ 71	1.5%
Basic (9 meals/week + $400 flex cash)	$ 4,936	$ 5,010	$ 74	
Standard (14 meals/week + $200 flex cash)	$ 5,395	$ 5,476	$ 81	
Preferred (19 meals/week + $100 flex cash)	$ 5,857	$ 5,945	$ 88	
Room Rates (Academic Year)				
Quad Double	$ 7,254	$ 7,363	$ 109	1.5%
Quad Single	$ 10,335	$ 10,490	$ 155	
Room Rates (Summer)				
Quad Double	$ 1,692	$ 1,717	$ 25	1.5%
Quad Single	$ 2,538	$ 2,576	$ 38	

In recent years, room rates have increased on average 1.25% annually.

The typical COCC residence hall student signs up for a quad double room (four people per suite, two per bedroom) and the standard meal plan (meals plans not available in summer). Using this model, the combined 2024-25 room and board rate is $12,839. While finding the same room style and meals plans is challenging, other residence hall room and board packages in Oregon include:

- Treasure Valley Community College: $7,952
- Southwestern Oregon Community College: $7,959
- Western Oregon University: $10,745
- Oregon State University – Cascades Campus: $13,620
- Southern Oregon University: $16,248

B. Options/Analysis

- Approve proposed room and meal plan rates
- Recommend alternate room and meal plan rates

C. Timing

Staff request approval at the December Board of Directors' meeting as this allows the College to update residence hall marketing and promotional materials, offer contracts to potential students in line with other Oregon colleges and universities, and respond to prospective students requesting 2024-25 housing information.

D. Budget Impact

The proposed increase to the meal plan will cover the cost of COCC's management contract with Sodexo, as well as generate additional revenue for the food service reserve account. With the restructuring of Wickiup Hall's operating expenses, this increase will still cover all operational and debt service expenses, as well as generate revenue to cover unexpected circumstances as well as possible inflationary increases.

E. Proposed Resolution

Be it resolved that the Central Oregon Community College Board of Directors hereby approve the proposed 2024-25 room and meal plan rates as shown in Section A.

REAL PROPERTY DONATION AGREEMENT

This Real Property Donation Agreement (this "**Agreement**") is made effective December 1, 2023 (the "**Effective Date**"), between ADELBERT, LLC, an Oregon limited liability company ("**Grantor**"), and CENTRAL OREGON COMMUNITY COLLEGE, an Oregon community college district ("**Grantee**").

RECITALS

A. The addresses of the parties are as follows:

GRANTEE: Central Oregon Community College
2600 NW College Way
Bend, Oregon 97703
Attn: Michael LaLonde

GRANTOR: Adelbert, LLC
PO Box 520
Bend, Oregon 97709
Attn: Charles Miller

B. Grantor is the owner of an approximately 40,000 square foot improved commercial property located at 35 SE 6th Street, Madras, Jefferson County, Oregon, formerly occupied by Miller Lumber, and consisting of Tax Lot 111312BB01100, as more particularly described on the attached Exhibit A. Said real property, together with all improvements located thereon, and any and all rights appurtenant thereto owned by Grantor are referred to in this Agreement as the "**Subject Property**".

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Donation and Consideration. Grantor agrees to donate to Grantee and Grantee agrees to accept from Grantor the Subject Property on the terms and conditions set forth in this Agreement. The consideration for this donation consists solely of the mutual promises and covenants contained in this Agreement and includes benefits Grantor will obtain from donating the Subject Property to a community college district. Grantor acknowledges that the Subject Property is not suitable for use in Grantee's educational programs and, therefore, agrees that Grantee may sell the Subject Property to a third party. Grantee acknowledges that Grantor's intent is for its donation to benefit Grantee's Madras Campus expansion and, therefore, agrees that all proceeds resulting from the sale of the Subject Property (after the payment of the expenses of sale) shall be used for the payment of direct costs of Grantee's Madras campus expansion.

2. Closing Date. This transaction shall close on a date and time mutually agreeable to Grantor and Grantee, but no later than December 29, 2023 (the "**Closing Date**" or "**Closing**"). Closing shall occur at the office of First American Title Company, located at 395 SW Bluff Drive, Suite 100, Bend, Oregon 97702 (the "**Title Company**"), with Shara Bauman as the escrow officer.

3. Condition of the Subject Property.

(a) Grantee shall have until December 22, 2023 (the "**Due Diligence Period**") to investigate and inspect the Subject Property, including review of the Materials (defined below), for the purpose of determining whether to consummate the transaction contemplated by this Agreement, including, without limitation, retaining a surveyor to complete a survey or boundary location, performing environmental assessments, preparing an inventory of fixtures and equipment to remain on the Subject Property at Closing, if any, and performing physical inspections of the Subject Property, improvements, and other fixtures. Notwithstanding anything in this Agreement to the contrary, Grantee must provide Grantor no less than 24 hours' notice prior to entering the Subject Property and Grantee may not engage in any ground disturbing activities without the prior written consent of Grantor, which may be subject to conditions at Grantor's reasonable discretion. Grantee assumes all risks of entering the Subject Property and agrees to indemnify, defend, and hold Grantor harmless from and against any and all costs, losses, damages, expenses, liabilities, actions, liens or claims (including reasonable attorneys' fees at trial and on appeal) arising from or related to entry on the Subject Property by Grantee or its employees, agents, or contractors.

(b) Within 5 days after the Effective Date, Grantee shall order and cause to be delivered to Grantee, at Grantee's cost and expense, a preliminary title report showing the condition of title to the Subject Property (the "**Preliminary Commitment**"), along with legible copies of all of the exception documents referenced in the Preliminary Commitment. Grantee shall have until the expiration of the Due Diligence Period to notify Grantor of any disapproval of any exceptions shown on the Preliminary Commitment. If Grantee does not notify Grantor of its disapproval of any exceptions shown on the Preliminary Commitment prior to the expiration of the Due Diligence Period, then all exceptions set forth in the Preliminary Commitment, other than liens and other financial encumbrances, will be Permitted Encumbrances. Notwithstanding anything in this Agreement to the contrary, under no circumstance will Grantee be obligated to take title to the Subject Property subject to any liens or other financial encumbrances, other than taxes imposed but not yet payable or those caused by Grantee.

(c) Notwithstanding anything in this Agreement to the contrary, Grantee shall have the right to terminate the Agreement unless Grantee is satisfied, in its sole discretion, as to all matters related to the Subject Property. Prior to expiration of the Due Diligence Period, Grantee may terminate this Agreement by written notice to Grantor if Grantee is not satisfied with the results of its due diligence investigation, in which event neither party will have any further rights, remedies, or obligations with respect to the Subject Property, each other, or the tranasaction contemplated by this Agreement. Unless Grantee gives Grantor written notice of its election to terminate this Agreement prior to expiration of the Due Diligence Period, Grantee will be deemed to have approved the condition of the Subject Property. All of the provisions in this Section 3 are for Grantee's benefit and may be waived by Grantee, in whole or in part, at any time in Grantee's sole discretion.

(d) Within 5 business days after the Effective Date, Grantor shall deliver copies of the following documents and materials relating to the Subject Property, but only to the extent the same exist and are in Grantor's possession (collectively, the "**Materials**"): (i) all agreements currently affecting any portion of the Property (including any amendments); (ii) the most-recent environmental studies and reports; (iii) all existing surveys; (iv) any land use decisions/approvals currently affecting the Property; (v) pleadings, correspondence, and other documentation relating to any current, threatened, or pending litigation affecting the Property; (vi) current plans and specifications for any existing improvements; (vii) all geological and soils reports; (viii) all seismic reports or evaluations; (ix) all warranties and guarantees that remain in force for any portion of the Property; and (x) copies of any notices from any governmental agency with respect to the Property regarding matters which have not been finally resolved prior to the Effective Date.

(d) Grantee agrees to accept the Subject Property "AS IS" in its present condition "with all faults" except as expressly set forth in this Agreement. Grantor makes no representation or warranty as to the condition or suitability of the Subject Property for Grantee's intended purposes. Grantee's obligations under this Section 3 shall not merge with the Deed and will survive Closing or termination of this Agreement.

4. Title. At Closing, Grantor shall convey fee simple title to the Subject Property to Grantee by a statutory bargain and sale deed (the "**Deed**"). Grantor shall ensure that all real property taxes on the Subject Property are paid through the Closing Date, and shall obtain a certificate from the county assessor attesting to the payment of such taxes, which certificate shall be recorded with the deed conveying the Subject Property to Grantee, as provided in Chapter 96, Oregon Laws 2015.

5. Title Insurance. The Title Company shall provide Grantee with a standard ALTA owner's policy in the amount of $410,000.00 subject only to the Permitted Exceptions contained in the Deed (the "**Title Policy**"), within 30 days of conveyance of the Subject Property to Grantee. As used in this Agreement "**Permitted Exceptions**" means the title exceptions described in the Title Report, but excluding delinquent real property taxes and monetary liens created or suffered by Grantor, if any. Any delinquent real property taxes, monetary liens created or suffered by Grantor, and other title exceptions which are not Permitted Exceptions shall be removed by Grantor, at Grantor's sole cost and expense, prior to Closing, with Closing being extended for such period of time as is reasonably necessary for Grantor to complete such removal.

6. Proration. Any utilities, rents, taxes, and other similar items and expenses with respect to the Subject Property will be prorated between Grantor and Grantee as of the Closing Date. The proration will be made at Closing to the extent possible. The proration of any remaining items and expenses will be made as soon as practicable after the Closing Date.

7. Possession. Possession of the Subject Property shall be delivered to Grantee at Closing.

8. Grantor's Representations. Grantor makes the following representations with respect to the Subject Property, which will survive Closing for a period of one (1) year, unless otherwise provided in this Agreement, and will not merge into the Deed:

(a) Grantor has all requisite authority and power to enter into this Agreement and has followed all necessary procedures to transfer the Subject Property pursuant to its operating agreement. The person executing this Agreement on behalf of Grantor has the legal power, right and actual authority to bind Grantor to the terms and conditions of this Agreement.

(b) Grantor shall donate, transfer, and deliver, or cause the donation, transfer, and delivery to Grantee of all of its right, title, and interest in and to the Subject Property, subject to and in accordance with the terms and conditions set forth in this Agreement.

(c) Grantor represents and warrants that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code.

(d) Grantor represents that there has been no material adverse change in the physical condition of the Subject Property from the Effective Date to Closing except those changes initiated by Grantee.

(e) Grantor has received no written notice from any governmental agency of any violation of any statute, law, ordinance, or deed restriction, rule or regulation that would have a material and adverse effect on Grantee's use of the Subject Property.

(f) Except as otherwise disclosed to Grantee in writing, there are no contracts or other agreements affecting or relating to the Subject Property that would be binding on Grantee or the Subject Property following Closing, other than those in the Materials or Title Report.

If Grantor discovers any facts or information that would materially change the foregoing representations before Closing, Grantor shall promptly notify Grantee of those facts and information. If any of the foregoing representations cease to be true before Closing, then Grantee, as its sole remedy, may terminate this Agreement by giving written notice of the termination to Grantor prior to the Closing Date. If Grantee elects not to terminate the Agreement, then the representations made by Grantor shall be deemed modified by the facts and information provided to Grantee, or of which Grantee otherwise has notice of, before Closing.

9. <u>Grantee's Representations</u>. Grantee makes the following representations which will survive Closing for a period of one (1) year and will not merge into the Deed:

(a) Subject to Section 20, Grantee has all requisite authority and power to enter into this Agreement and has followed all necessary procedures to consummate the transaction contemplated by this Agreement pursuant to its governing documents. The person executing this Agreement on behalf of Grantee has the legal power, right, and actual authority to bind Grantee to the terms and conditions of this Agreement.

(b) To Grantee's knowledge, without duty of investigation, neither Grantee's execution of this Agreement nor its taking any of the actions contemplated by this Agreement will violate any applicable governmental regulations.

(c) Grantee is a political subdivision of the State of Oregon.

10. <u>Tax Consequences</u>. Grantor agrees that it is solely responsible for any tax deductions as determined by the Internal Revenue Service and any tax consequences that may result from the charitable gift set forth in Section 1 above.

11. <u>Escrow, Title Transfer and Fees</u>. The parties agree that this transaction shall close in escrow at the Title Company. Grantee shall be responsible for all recording, escrow, and closing fees and charges, and for the cost of the Title Policy.

12. <u>Notices</u>. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, and are considered delivered: (a) upon actual receipt if delivered personally, by fax, by e-mail (with proof of delivery), or by an internationally recognized overnight delivery service, or (b) at the end of the third (3rd) business day

after the date of deposit if deposited with the United States Postal Service, first class, postage pre-paid, certified, return receipt requested. The parties consent to electronic written notice via the email with proof of delivery at the e-mail addresses designated for such notices by each party from time to time. A party may amend or update their e-mail or contact information by providing written notice to the other party.

13. Agreement Binding on Successors. This Agreement will be binding not only upon the parties but also upon their heirs, personal representatives, assigns, and other successors in interest; provided, however, that Grantee shall have no right to assign this Agreement without the prior written consent of Grantor, which consent may be granted or denied in Grantor's sole and absolute discretion.

14. Additional Documents. Grantor and Grantee agree to execute such additional documents, including escrow instructions consistent with this Agreement as may be reasonable and necessary to carry out the provisions of this Agreement.

15. Restrictions on Transfer and Contracts. Until Closing or termination of this Agreement, Grantor shall not Transfer the Subject Property or any interest in the Subject Property without the prior written consent of Grantee, which Grantee may withhold in its sole discretion. Until Closing or termination of this Agreement, Grantor shall (a) own and use the Subject Property and perform all of Grantor's obligations under all contracts included in the Subject Property only in the ordinary course of Grantor's business, (b) Grantor shall not enter into any contracts concerning the Subject Property that will survive Closing without the prior written consent of Grantee, and (c) Grantor shall perform all of Grantor's liabilities and obligations under all contracts to which Grantor is a party related to the Subject Property. For purposes of this section, "**Transfer**" means (a) any transfer, including, without limitation, any sale, exchange, gift, assignment, encumbrance, foreclosure of an encumbrance, or attachment, regardless of whether the transfer occurs voluntarily or involuntarily, by operation of law, or because of any act or occurrence, and (b) any contract involving the lease or use of the Subject Property.

16. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement among the parties to this Agreement pertaining to the donation of the Subject Property and supersedes all prior agreements, representations, and understandings. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both parties. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

17. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and which together will constitute one and the same agreement. An electronic signature (including, without limitation, by an application such as DocuSign or RightSignature) or a fax or electronic transmission of a signature will be considered an original signature. At the request of a party, the other party will confirm an electronic signature or a fax or electronically transmitted signature by delivering an original signature page to the requesting party.

18. Severability. If any provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

19. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Oregon.

20. Community College Board Approval. As an express condition to Closing, Grantee must have obtained final approval of Grantee's board of directors ("**Board Approval**") on or before December 13, 2023. If Grantee has not obtained Board Approval by this date, then this Agreement will automatically terminate, and neither party will, except as expressly provided otherwise, have any further obligations under this Agreement.

21. STATUTORY DISCLAIMER. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS of the foregoing provisions the parties have signed this Agreement below:

GRANTOR: ADELBERT, LLC,
an Oregon limited liability company

By: Charley Miller
Charles C. Miller, Manager

GRANTEE: CENTRAL OREGON COMMUNITY COLLEGE, an Oregon community college district

By: Laurie Chesley
Laurie Chesley, Ph.D., President

EXHIBIT A
Legal Description

Lots 1, 2, 3, 4, 13, 14, 15, and 16, Block 10,, Map of Palmain, Jefferson County, Oregon citrix | RightSignature

SIGNATURE CERTIFICATE

REFERENCE NUMBER
F5291E87-FCFB-4A2B-9542-E815AC4D2FF5

TRANSACTION DETAILS

Reference Number
F5291E87-FCFB-4A2B-9542-E815AC4D2FF5

Transaction Type
Signature Request

Sent At
12/01/2023 14:56 EST

Executed At
12/01/2023 17:46 EST

Identity Method
email

Distribution Method
email

Signed Checksum
8e139adee9ca3d38ae686857189d19b5d3bbf4aed114e3912a277584654feade

Signer Sequencing
Disabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Donation Agreement - Adelbert LLC Madras Miller Lumber 01650138xB6300

Filename
Donation_Agreement_-_Adelbert_LLC_Madras_Miller_Lumber_01650138xB6300_.pdf

Pages
7 pages

Content Type
application/pdf

File Size
157 KB

Original Checksum
f4b9bbdecb20a5a30e7f779c9169eee533d6a435068394d9c03ae0dbff4b6c7b

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Charley Miller **Email** charley@mlumber.com **Components** 1	**Status** signed **Multi-factor Digital Fingerprint Checksum** 18ee5ab569dfb5e34999b3c697ae495f43a9005f740963ff7abd36bd0dbcc712 **IP Address** 206.188.210.154 **Device** Microsoft Edge via Windows **Typed Signature** Charley Miller **Signature Reference ID** 603EE760	**Viewed At** 12/01/2023 15:12 EST **Identity Authenticated At** 12/01/2023 15:19 EST **Signed At** 12/01/2023 15:19 EST

AUDITS

TIMESTAMP	AUDIT
12/01/2023 14:56 EST	Monica de Alicante (monica@bljlawyers.com) created document 'Donation_Agreement_-_Adelbert_LLC_Madras_Miller_Lumber_01650138xB6300_.pdf' on Chrome via Windows from 66.39.162.190.
12/01/2023 14:56 EST	Laurie Chesley (lchesley@cocc.edu) was emailed a link to sign.
12/01/2023 14:56 EST	Charley Miller (charley@mlumber.com) was emailed a link to sign.
12/01/2023 15:12 EST	Charley Miller (charley@mlumber.com) viewed the document on Microsoft Edge via Windows from 206.188.210.154.
12/01/2023 15:19 EST	Charley Miller (charley@mlumber.com) authenticated via email on Microsoft Edge via Windows from 206.188.210.154.
12/01/2023 15:19 EST	Charley Miller (charley@mlumber.com) signed the document on Microsoft Edge via Windows from 206.188.210.154.
12/01/2023 17:46 EST	Laurie Chesley (lchesley@cocc.edu) was removed from document f5291e87-fcfb-4a2b-9542-e815ac4d2ff5 as the document was force completed.
12/01/2023 17:46 EST	Component 'Signature Field 2' assigned to signer1 was removed as the document was force completed.
12/01/2023 17:46 EST	Monica de Alicante (monica@bljlawyers.com) force completed document 'Donation_Agreement_-_Adelbert_LLC_Madras_Miller_Lumber_01650138xB6300_.pdf' on Chrome via Windows from 66.39.162.190.

citrix | RightSignature

SIGNATURE CERTIFICATE

REFERENCE NUMBER
E47F416E-A929-4EBE-A9C2-8FA139A30322

TRANSACTION DETAILS

Reference Number
E47F416E-A929-4EBE-A9C2-8FA139A30322

Transaction Type
Signature Request

Sent At
12/01/2023 17:56 EST

Executed At
12/03/2023 16:18 EST

Identity Method
email

Distribution Method
email

Signed Checksum
7d62fe2c25a56a5fb1db89d915cfcf6727fcd9c6a00e4e6a549b273723b65a73

Signer Sequencing
Disabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Donation Agreement - Adelbert LLC Madras Miller Lumber signed by Miller 12-1-23 01650225xB6300

Filename
Donation_Agreement_-_Adelbert_LLC_Madras_Miller_Lumber_signed_by_Miller_12-1-23_01650225xB6300_.pdf

Pages
8 pages

Content Type
application/pdf

File Size
184 KB

Original Checksum
3323ff5e2f95fad2f4065c5a19aea7471a9d405306aa7687a7953caf9d8a90c2

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Laurie Chesley **Email** lchesley@cocc.edu **Components** 1	**Status** signed **Multi-factor Digital Fingerprint Checksum** 404848e83d7e4deb7e7032f07cd5c25f33903c11a1a86a16ab367b7f823ef351 **IP Address** 140.211.25.43 **Device** Firefox via Windows **Typed Signature** Laurie Chesley **Signature Reference ID** 51A03DB8	**Viewed At** 12/03/2023 16:17 EST **Identity Authenticated At** 12/03/2023 16:18 EST **Signed At** 12/03/2023 16:18 EST

AUDITS

TIMESTAMP	AUDIT
12/01/2023 17:56 EST	Monica de Alicante (monica@bljlawyers.com) created document 'Donation_Agreement_-_Adelbert_LLC_Madras_Miller_Lumber_signed_by_Miller_12-1-23_01650225xB6300_.pdf' on Chrome via Windows from 66.39.162.190.
12/01/2023 17:56 EST	Laurie Chesley (lchesley@cocc.edu) was emailed a link to sign.
12/03/2023 16:17 EST	Laurie Chesley (lchesley@cocc.edu) viewed the document on Firefox via Windows from 140.211.25.43.
12/03/2023 16:18 EST	Laurie Chesley (lchesley@cocc.edu) authenticated via email on Firefox via Windows from 140.211.25.43.
12/03/2023 16:18 EST	Laurie Chesley (lchesley@cocc.edu) signed the document on Firefox via Windows from 140.211.25.43.

Exhibit: 8b.10
Date: 12/13/2023
Approval ____Yes ____No
Motion:

Central Oregon Community College
Board of Directors

RESOLUTION

Prepared by: Zak Boone, Chief Advancement Officer/Executive Director, COCC Foundation

A. Action Under Consideration
Accept donation of the Miller Lumber land and building, located at 35 SE 6th Street in Madras, Oregon, to COCC.

B. Discussion/History
In the summer of 2023, Charley Miller of Adelbert, LLC/Miller Lumber approached the College and Foundation about a potential donation of the Miller Lumber property in Madras, Oregon, for the College to then sell and direct proceeds toward the Madras expansion capital campaign.

After conversation with Zak Boone, Michael LaLonde, and the COCC Foundation executive committee, it was decided it would be more efficient, both administratively and legally, for the donation to come directly to the College, rather than through the Foundation.

C. Options/Analysis
Authorize President Chesley or her designee to accept the donation from Adelbert, LLC/Miller Lumber.

Do not authorize President Chesley or her designee to accept the donation from Adelbert, LLC/Miller Lumber.

D. Timing
Approval at this time will enable the deed transfer to occur before December 31st, 2023, to honor the donor's wishes.

E. Recommendation
Be it resolved that the Board of Directors authorizes President Chesley or her designee to: (i) accept the land and building donation from Adelbert, LLC/Miller Lumber to the College, and (ii) execute and deliver the Real Property Donation Agreement, together with such other instruments and documents as are necessary to effect the transactions contemplated by the Real Property Donation Agreement, all in such form and substance as the President, or the President's designee, and the College's legal counsel deem necessary or appropriate.

F. Budget Impact
Minimal; and any fees will be covered by campaign funds already received.

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PROPOSED INVESTMENT POLICY

Central Oregon Community College
Investment Policy

I. Purpose

This Investment Policy defines the parameters within which funds are to be invested by the Central Oregon Community College District (COCC). COCC is an Oregon Community College District whose purpose is to offer educational opportunities to the public. This policy also formalizes the framework, pursuant to ORS 294.135, for COCC's investment activities to ensure effective and judicious management of funds within the scope of this policy.

These guidelines are intended to be broad enough to allow designated investment staff to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

II. Governing Authority

COCC's investment program shall be operated in conformance with Oregon Revised Statutes and applicable federal law. Specifically, this investment policy is written in conformance with ORS 294.035; 294.040; 294.052; 294.135; 294.145; and 294.810. All funds within the scope of this policy are subject to laws established by the state of Oregon. Any revisions or extensions of these sections of the ORS shall be assumed to be part of this Investment Policy immediately upon being enacted.

III. Scope

This policy applies to activities of COCC with regard to investing the financial assets of operating funds, capital funds, bond proceeds and bond reserve funds. Funds managed by COCC that are governed by other investment policies are excluded from this policy; however, all funds are subject to Oregon Law. The amount of funds falling within the scope of this policy over the next three years is expected to range between $30 million and $7~~5~~0 million.

IV. General Objectives

The primary objectives, in priority order, of investment activities shall be:

1. **Preservation of Invested Capital**
   Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The goal is to mitigate credit risk and interest rate risk.

2. **Liquidity**
   The investment portfolio shall remain sufficiently liquid to meet all reasonably anticipated operating requirements. Furthermore, the portfolio should consist largely of securities with active secondary or resale markets. A portion of the portfolio also may be placed in the

Oregon Short Term Fund which offers next-day liquidity. Where possible and prudent, the portfolio should be structured so that investments mature concurrent with anticipated demands.

3. **Return**
The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration the safety and liquidity needs of the portfolio. Although return consists of both principal return (gains and losses due to market value fluctuations) and income return (yield), this policy discourages active trading and turnover of investments. Investments should generally be held to maturity

V. Standards of Care

1. **Prudence**
The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported and appropriate action is taken to control adverse developments within a timely fashion as defined in this policy.

The "prudent person" standard states:

> “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

2. **Ethics and Conflicts of Interest**
Officers and employees involved in the investment process shall refrain from personal activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. Disclosure shall be made to the governing body. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of COCC. Officers and employees shall, at all times, comply with the State of Oregon Government Standards and Practices code of ethics set forth in ORS Chapter 244.

3. **Delegation of Authority and Responsibilities**

   i. **Governing Body**
   COCC’s Board of Directors will retain ultimate fiduciary responsibility for invested funds. The governing body will receive reports, pursuant to, and with sufficient detail to comply with ~~ORS 294.085 and~~ 294.155.

   ii. **Delegation of Authority**
   Authority to manage investments within the scope of this policy and operate the

investment program in accordance with established written procedures and internal controls is granted to COCC's Vice President of Finance and Operations hereinafter referred to as Investment Officer, and derived from the following: ORS 294.035 to 294.053, 294.125 to 294.145, and 294.810.

No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

All participants in the investment process shall seek to act responsibly as custodians of the public trust. No officer or designee may engage in an investment transaction except as provided under the terms of this policy and supporting procedures.

iii. Investment Committee
COCC's Board of Directors may seek to establish an investment committee to provide guidance to the Investment Officer and monitor investment policy compliance.

iv. Investment Adviser
The Vice President of Finance and Operations may engage the services of one or more external investment managers to assist in the management of the entity's investment portfolio in a manner consistent with this investment policy. Investment advisers may be hired on a non-discretionary basis. All investment transactions by approved investment advisers must be pre-approved in writing by the Investment Officer and compliant with this Investment Policy. If COCC hires an investment adviser to provide investment management services, the adviser is authorized to transact with its direct dealer relationships on behalf of COCC.

VI. Transaction Counterparties, Investment Advisers and Depositories

1. Broker/Dealers
The Investment Officer shall determine which broker/dealer firms and registered representatives are authorized for the purposes of investing funds within the scope of this investment policy. A list will be maintained of approved broker/dealer firms and affiliated registered representatives. The broker/dealer selection will follow all COCC Procurement Policies.

The following minimum criteria must be met prior to authorizing investment transactions. The Investment Officer may impose more stringent criteria.

i. Broker/Dealer firms must meet the following minimum criteria:

A. Be registered with the Securities and Exchange Commission (SEC)
B. Be registered with the Financial Industry Regulatory Authority (FINRA)
C. Provide most recent audited financials
D. Provide FINRA Focus Report filings

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ii. Approved broker/dealer employees who execute transactions with COCC must meet the following minimum criteria:

A. Be a registered representative with the Financial Industry Regulatory Authority (FINRA);
B. Be licensed by the state of Oregon;
C. Provide certification (in writing) of having read; understood; and agreed to comply with the most current version of this investment policy.

iii. The Investment Officer, with Board approval, may want to establish policy for engaging broker/dealer firms and registered representatives that are more restrictive than stated in this policy. Additional requisites or due diligence items may include:

A. Positive references from at least three other local government clients.
B. As part of the periodic due diligence review, inquiries with other local government clients with regard to their recent experiences with broker/dealer firms or registered representatives and any change in relationship status.
C. Requirement that approved registered representatives provide notification within 30 days of any formal investigations or disciplinary actions initiated by federal or state regulators.
D. Requirement that prospective registered representatives have an established history of advising local governments with similar amounts of assets under management.

iv. Periodic (at least annual) review of all authorized broker/dealers and their respective authorized registered representatives will be conducted by the Investment Officer. Factors to consider would be:

A. Pending investigations by securities regulators
B. Significant changes in net capital
C. Pending customer arbitration cases
D. Regulatory enforcement actions

2. Direct Issuers
Obligations that are permitted for purchase by this policy may be purchased directly from the issuer.

3. Investment Advisers
A list will be maintained of approved advisers selected by conducting a process of due diligence.

i. The following items are required for all approved Investment Advisers:

- **A.** The investment adviser firm must be registered with the Securities and Exchange Commission (SEC) or licensed by the state of Oregon *(Note: Investment adviser firms with assets under management > $100 million must be registered with the SEC, otherwise the firm must be licensed by the state of Oregon).*
- **B.** All investment adviser firm representatives conducting investment transactions on behalf of COCC must be registered representatives with FINRA.
- **C.** All investment adviser firm representatives conducting investment transactions on behalf of COCC must be licensed by the state of Oregon.
- **D.** Certification, by all of the adviser representatives conducting investment transactions on behalf of this entity, of having read, understood and agreed to comply with this investment policy.

ii. A periodic (at least annual) review of all investment advisers under contract will be conducted by the Investment Officer to determine their continued eligibility within the portfolio guidelines. Factors to consider would be:

- **A.** Pending investigations by securities regulators
- **B.** Significant changes in net capital
- **C.** Pending customer arbitration cases
- **D.** Regulatory enforcement actions

iii. The Investment Officer, with Board approval, may want to establish guidelines or policy for engaging investment advisers' services that are more restrictive than stated in this policy. Additional requisites or due diligence items may include:

- **A.** Positive references from at least three other local government clients of a prospective investment adviser firm.
- **B.** As part of the periodic due diligence review, inquiries with other local government clients of approved investment advisers with regard to their recent experiences with the adviser and any change in the relationship status.
- **C.** Requirement that approved investment advisers provide notification within 30 days of a relationship termination by an Oregon based local government.
- **D.** Requirement that approved investment adviser provide notification within 30 days of any formal investigations or disciplinary actions initiated by federal or state regulators.
- **E.** Requirement that prospective investment advisers have an established history of advising local governments with similar amounts of assets under management.

4. Depositories

All financial institutions who desire to become depositories must be qualified Oregon Depositories pursuant to ORS Chapter 295.

5. **Competitive Transactions**

   - **i.** The Investment Officer shall obtain and document competitive bid information on all investments purchased or sold in the secondary market. Competitive bids or offers should be obtained, when possible, from at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform.

   - **ii.** In the instance of a security for which there is no readily available competitive bid or offering on the same specific issue, then the Investment Officer shall document quotations for comparable or alternative securities.

   - **iii.** When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities as the same original issue price. However, the Investment Officer is encouraged to document quotations on comparable securities.

   - **iv.** If an investment adviser provides investment management services, the adviser must retain documentation of competitive pricing execution on each transaction and provide upon request.

VII. Administration and Operations

1. **Delivery vs. Payment**
   All trades of marketable securities will be executed (cleared and settled) by delivery vs. payment (DVP) to ensure that securities are deposited in COCC's safekeeping institution prior to the release of funds.

2. **Third-Party Safekeeping**
   Securities will be held by an independent third-party safekeeping institution selected by the Investment Officer.~~COCC.~~ All securities will be evidenced by safekeeping receipts in COCC's name. Upon request, the safekeeping institution shall make available a copy of its Statement on Standards for Attestation Engagements (SSAE) No. 16.

3. **Internal Controls**
   COCC's Board of Directors are responsible for establishing and maintaining an adequate internal control structure designed to reasonably assure that invested funds are invested within the parameters of this Investment policy and, protected from loss, theft or misuse. Specifics for the internal controls shall be documented in writing. The established control structure shall be reviewed and updated periodically by the Investment Officer.

   The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgments by management.

   The internal controls shall address the following points at a minimum:

   - **i.** Compliance with Investment Policy
   - **ii.** Control of collusion
   - **iii.** Separation of transaction authority from accounting and record keeping
   - **iv.** Custodial safekeeping
   - **v.** Avoidance of physical delivery of securities whenever possible and address control

requirements for physical delivery where necessary

vi. Clear delegation of authority to subordinate staff members

vii. Confirmation of transactions for investments and wire transfers in written or digitally verifiable electronic form

viii. Dual authorizations of wire and automated clearing house (ACH) transfers

ix. Staff training

x. Review, maintenance and monitoring of security procedures both manual and automated

4. An external auditor shall provide an annual independent review to assure compliance with Oregon state law and COCC's policies and procedures.

VIII. Suitable and Authorized Investments

1. Permitted Investments

The following investments are permitted pursuant to ORS 294.035, 294.040, and ORS 294.810.

- *US Treasury Obligations: U.S. Treasury and other government obligations that carry the full faith and credit guarantee of the United States for the timely payment of principal and interest.*
- *US Agency Obligations: Senior debenture obligations of US federal agencies and instrumentalities or U.S. government sponsored enterprises (GSE).*
- *Oregon Short Term Fund*
- *Corporate Indebtedness*
    1. *Commercial Paper issued under the authority of section 3(a)2 or 3(a)3 of the Securities Act of 1933.*
    2. *Corporate Bonds*
- *Repurchase Agreements*
- *Municipal Debt*
- *Bankers Acceptances*
- *Qualified Institution Time Deposits/Savings Accounts/Certificates of Deposit*
- *Oregon Local Government Intermediate Fund (OLGIF)*

  To invest in OLGIF COCC must fulfill the requirements listed below:
    - Maintain an existing account with the Oregon Short Term Fund.
    - OLGIF listed as an eligible investment in the participant's investment policy.
    - Investment policy reviewed by the Oregon Short Term Fund Board.
    - Investment policy approved by the participant's governing body.
    - Statement of understanding recorded in the participant governing body's minutes as follows and with no deviations:

      The governing body of COCC acknowledges the following:
        - *Members of this body and investment staff have read and understand the "Oregon Local Government Intermediate Fund Information Pamphlet" provided by Oregon State Treasury;*
        - *Investments in OLGIF are subject to loss; and*
        - *Investments in OLGIF and divestments from OLGIF may be subject to restriction by Oregon State Treasury.*

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2. Approval of Permitted Investments
If additional types of securities are considered for investment, per Oregon state statute they will not be eligible for investment until this Policy has been amended and the amended version adopted by COCC's Board of Directors.

3. Prohibited Investments

i. Private Placement or "144A" Securities
Private placement or "144A" securities are not allowed. For purposes of the policy, SEC Rule 144A securities are defined to include commercial paper privately placed under section 4(a)(2) of the Securities Act of 1933.

ii. US Agency Mortgage-backed Securities
US agency mortgage-backed securities such as those securities issued by FNMA and FHLMC are not allowed.

iii. Securities Lending
COCC shall not lend securities nor directly participate in a securities lending program.

4. Demand Deposits and Time Deposits

i. All demand deposits and time deposits (Examples of time deposits are: certificates of deposit and savings accounts) shall be held in qualified Oregon depositories in accordance with ORS Chapter 295.

ii. Demand deposits in qualified depository institutions are considered cash vehicles and not investments and are therefore outside the scope and restrictions of this policy. Pursuant to ORS 294.035(3)(d), time deposits, certificates of deposit and savings accounts are considered investments and within the scope of this policy.

5. Repurchase Agreements

i. ORS 294.035 (3)(j) requires repurchase agreement collateral to be limited in maturity to three years and priced according to percentages prescribed by written policy of the Oregon Investment Council or the Oregon Short Term Fund Board.

ii. ORS 294.135 (2) limits the maximum term of any repurchase agreement to 90 days.

iii. The OSTF Board has adopted the following margins:

A. US Treasury Securities: 102%

B. US Agency Discount and Coupon Securities: 102%

C. Mortgage Backed and Other*: 103%

*Limited to those securities described in ORS 294.035(1)

IX. Investment Parameters

1. Credit Risk

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. Credit risk will be mitigated by the following guidelines:

i. Diversification
It is the policy of COCC to diversify its investments. Where appropriate, exposures will be limited by security type; maturity; issuance, issuer, and security type, allowed security types and Investment exposure limitations are detailed in the table below.

ii. Recognized Credit Ratings
Investments must have a rating from at least two of the following nationally recognized statistical ratings organizations (NRSRO): Moody's Investors Service; Standard & Poor's; and Fitch Ratings Service as detailed in the table below. Ratings used to apply the guidelines below should be investment level ratings and not issuer level ratings.

iii. Portfolio Average Credit Rating
The minimum weighted average credit rating of the portfolio's rated investments shall be Aa/AA or P1/AA or F1 by Moody's Investors Service; Standard & Poor's; and Fitch Ratings Service respectively.

iv. Exposure Constraints and Minimum Investment Credit Ratings

The following table limits exposures among investments permitted by this policy.

Issue Type	Maximum % Holdings	Minimum Ratings Moody's / S&P / Fitch
US Treasury Obligations	100%	None
US Agency Securities	100%	-
Per Agency (Senior Obligations Only)	33%	-
Oregon Short Term Fund	Maximum allowed per ORS 294.810	-
Bankers' Acceptances	25%	A1+/P1/F1+
Time Deposits/Savings Accounts/Certificates of Deposit	50%	-
Per Institution	25%	
Repurchase Agreements	5%	-
Corporate Debt (Total)	15%	-
Corporate Commercial Paper	15%	
Per Issuer	2.5%	A1/P1/F1
Corporate Bonds	10%	
Per Issuer	2.5%	Aa/AA/AA
Municipal Debt (Total)	10%	-
Municipal Commercial Paper	10%	A1/P1/F1
Municipal Bonds	10%	Aa/AA/AA

v. Determining a Security's Rating

A single rating will be determined for each investment by utilizing the lowest security level rating available for the security from Standard and Poor's, Moody's Investor Services and Fitch Ratings respectively.

vi. Restriction on Issuers with Prior Default History

Per ORS 294.040, the bonds of issuers listed in ORS 294.035 (3)(a) to (c) may be purchased only if there has been no default in payment of either the principal of or the interest on the obligations of the issuing county, port, school district or city, for a period of five years next preceding the date of the investment.

2. Liquidity Risk

Liquidity risk is the risk that an investment may not be easily marketable or redeemable. The following strategies will be employed to mitigate liquidity risks:

i. The value of at least 25% of funds available for investing or three months of budgeted operating expenditures will be invested in the Oregon Short Term Fund, with a qualified depository institution, or investments maturing in less than 90 days to provide sufficient liquidity for expected disbursements.

ii. Funds in excess of liquidity requirements are allowed for investments maturing in greater than one year. However, longer-term investments tend to be less liquid than shorter term investments. Portfolio investment maturities will be limited as follows:

Total Portfolio Maturity Constraints:

Maturity Constraints	**Minimum % of Total Portfolio**
Under 90 days	25% or three months Estimated Operating Expenditures
Under 1 year	50%
Under 3 years	100%

iii. Reserve or Capital Improvement Project monies may be invested in securities exceeding the maximum term if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

iv. Larger issuance sizes enhance liquidity as there are likely to be a greater number of investors. Issuance sizes above a minimum amount qualify a corporate or municipal debt bond issuance for index eligibility. Index eligible bonds have a significantly larger investor base which improves liquidity.

v. Limiting investment in a specific debt issuance improves secondary market liquidity by assuring there are other owners of the issuance.

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Issue Type	Maximum % of Issuance (Par)
US Agency Securities	50%
Corporate Debt (Total)	-
Corporate Commercial Paper	100%
Corporate Bonds	25%
Municipal Bonds	25%

3. Interest Rate Risk

Longer-term investments have the potential to achieve higher returns but are also likely to exhibit higher market value volatility due to the changes in the general level of interest rates over the life of the investment(s). Interest rate risk will be mitigated by providing adequate liquidity for short term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. Certain types of securities, including variable rate securities, securities with principal pay-downs prior to maturity, and securities with embedded options, will affect the interest rate risk profile of the portfolio differently in different interest rate environments. The following strategies will be employed to control and mitigate adverse changes in the market value of the portfolio due to changes in interest rates:

- **i.** Where feasible and prudent, investment maturities should be matched with expected cash outflows to mitigate market risk.
- **ii.** To the extent feasible, investment maturities not matched with cash outflows, including liquidity investments under one year, should be staggered to mitigate re-investment risk.
- **iii.** No commitments to buy or sell securities may be made more than 14 days prior to the anticipated settlement date, or receive a fee other than interest for future deliveries.
- **iv.** The maximum percent of callable securities in the portfolio shall be 10%;
- **v.** The maximum stated final maturity of individual securities in the portfolio shall be three years, except as otherwise stated in this policy.
- **vi.** The maximum portfolio average maturity (measured with stated final maturity) shall be 1.5 years.

X. Investment of Proceeds from Debt Issuance

1. Investments of bond proceeds are restricted under bond covenants that may be more restrictive than the investment parameters included in this policy. Bond proceeds shall be invested in accordance with the parameters of this policy and the applicable bond covenants and tax laws.

2. Funds from bond proceeds and amounts held in a bond payment reserve or proceeds fund may be invested pursuant to ORS 294.052. Investments of bond proceeds are typically not

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invested for resale and are maturity matched with outflows. Consequently, funds within the scope of ORS 294.052 are not subject to this policy's liquidity risk constraints within section IX (2).

XI. Investment of Reserve or Capital Improvement Funds

1. Pursuant to ORS 294.135(1)(b), reserve or capital Improvement project monies may be invested in securities exceeding three years when the funds in question are being accumulated for an anticipated use that will occur more than 18 months after the funds are invested, then, upon the approval of COCC's Board of Directors, the maturity of the investment or investments made with the funds may occur when the funds are expected to be used. These investments will be excluded from the calculation in IX.3.vi.

XII. Guideline Measurement and Adherence

1. **Guideline Measurement**
   Guideline measurements will use market value of investments.

2. **Guideline Compliance**
   - **i.** If the portfolio falls outside of compliance with adopted investment policy guidelines or is being managed inconsistently with this policy, the Investment Officer shall bring the portfolio back into compliance in a prudent manner and as soon as prudently feasible.
   - **ii.** Violations of portfolio guidelines as a result of transactions; actions to bring the portfolio back into compliance and; reasoning for actions taken to bring the portfolio back into compliance shall be documented and reported to COCC's Board of Directors.
   - **iii.** Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

XIII. Reporting and Disclosure

1. **Compliance**
   The Investment Officer shall prepare a report at least quarterly that allows COCC's Board of Directors to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to COCC's Board of Directors. The report will include, at a minimum, the following:
   - **i.** A listing of all investments held during the reporting period showing: par/face value; accounting book value; market value; type of investment; issuer; credit ratings; and yield to maturity (yield to worst if callable).
   - **ii.** Average maturity of the portfolio at period-end
   - **iii.** Maturity distribution of the portfolio at period-end

iv. Average portfolio credit quality of the portfolio at period-end
v. Average weighted yield to maturity (yield to worst if callable investments are allowed) of the portfolio
vi. Distribution by type of investment
vii. Transactions since last report
viii. Distribution of transactions among financial counterparties such as broker/dealers
ix. Violations of portfolio guidelines or non-compliance issues that occurred during the prior period or that are outstanding. This report should also note actions (taken or planned) to bring the portfolio back into compliance.

2. **Performance Standards/ Evaluation**

At least annually, the Investment Officer shall report comparisons of investment returns to relevant alternative investments and comparative Bond Indexes. The performance of the portfolio should be compared to the performance of alternative investments such as available certificates of deposit; the Oregon Short Term Fund; US Treasury rates; or against one or bond indices with a similar risk profile (e.g., Bond indexes comprised high grade investments and maximum maturities of three years).

When comparing performance, all fees and expenses involved with managing the portfolio shall be included in the computation of the portfolio's rate of return.

3. **Marking to Market**

The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly.

4. **Audits**

Management shall establish an annual process of independent review by the external auditor to assure compliance with internal controls. Such audit will include tests deemed appropriate by the auditor.

XIV. Policy Maintenance and Considerations

1. **Review**

The investment policy shall be reviewed by COCC's Board of Directors at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.

The annual report should also serve as a venue to suggest policies and improvements to the investment program, and shall include an investment plan for the coming year.

2. **Exemptions**

Any investment held prior to the adoption of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested as provided by this policy.

3. **Policy Adoption and Amendments**

This investment policy and any modifications to this policy must be formally approved in writing by COCC's Board of Directors.

This policy must be submitted to the Oregon Short Term Fund (OSTF) Board for review if:

i. This policy allows maturities beyond 18 months unless the funds are being accumulated for a specific purpose, including future construction projects, and upon approval of COCC's Board of Directors, the maximum maturity date matches the anticipated use of the funds (ORS 294.135(1)(b) and 294.135(3)).

And either:

A. This policy has never been submitted to the OSTF Board for comment;

Or

B. Material changes have been made since the last review by the OSTF Board.

Regardless of whether this policy is submitted to the OSTF Board for comment, this policy shall be re-submitted not less than annually to COCC's Board of Directors for approval.

XV. List of Documents Used in Conjunction with this Policy

(The following is a list of suggested documents that may be used in conjunction with this policy)

- Listing of authorized personnel
- Relevant investment statutes and ordinances
- Description of benchmark(s)
- Master repurchase agreements and tri-party agreements
- Listing of authorized broker/dealers and financial institutions
- Credit studies for securities purchased and financial institutions used
- Safekeeping agreements
- Wire transfer agreements
- Sample investment reports
- Methodology for calculating rate of return
- Broker confirmations and safekeeping receipts

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Central Oregon Community College

Investment Internal Controls

Effective Date: [Date]

I. Introduction

Central Oregon Community College (COCC) acknowledges its responsibility as a public institution to safeguard taxpayer funds and comply with laws and regulations governing investment activities. The establishment of robust internal controls for investment activities is imperative for the prudent management of public funds, prevention of fund mishandling, and protection against potential loss. These controls also provide clarity for employees regarding their roles and responsibilities in the investment process, guarding against embezzlement, theft, fraud, and poor decision-making.

This document delineates control objectives, segregation of duties, and procedural controls to guide COCC in the establishment and maintenance of effective internal controls for its investment activities. It is crucial to note that this document may not address all potential circumstances related to establishing internal controls and assessing risks. COCC is responsible for conducting reviews of its practices and processes to identify specific risk areas and establish mitigating controls annually.

II. Control Objectives

The following control objectives are integral to COCC's investment activities:

1. Safeguarding assets from loss through proper authorization and reconciliation functions.
2. Enforcing segregation of duties within transaction processes, custody, and recording functions.
3. Ensuring accurate recording of transactions and events.
4. Fostering a clear understanding among staff regarding their duties, responsibilities, and accountabilities.
5. Documenting investment practices to ensure compliance with state laws and regulations.

III. Controls~~Segregation of Duties~~

Segregation of duties is a cornerstone of effective internal controls, preventing any individual or small group from possessing the authority to initiate, approve, undertake, and review the same actions. The avoidance of incompatible duties, performed by the same individual, is crucial.

Proper segregation of duties offers the following advantages:

• Deterrence of fraud due to the requirement for collusion.

• Increased likelihood of detecting and correcting innocent errors.

A. Segregation of Duties:

1. The Investment Officer has the authority to initiate, evaluate, and approve transactions, while Fiscal Services manages detailed accounting, reconciliations, general ledger entries, and related functions.

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2. An independent third-party safekeeping institution is responsible for monitoring investment market values, investment performance, and ensures securities or documents evidencing ownership are maintained.
3. Access to investment applications and functions within programs is restricted to authorized personnel.
4. All investment bank wire transfers require dual signatures or authorizations.

B. Procedural Controls:

1. All transactions and monthly reports are provided to Fiscal Services to perform detailed accounting, reconciliations, general ledger entries, and related functions. Fiscal Services will investigate any unusual reconciling items.
2. A written investment policy is readily accessible.
3. Approval procedures encompass the formal establishment and periodic review of investment policies by the Board of Directors.
4. All investments must follow the Investment Policy and ensure integration of the investment program with cash management and expenditure requirements.
5. Due diligence of broker-dealers, advisors and financial institutions is completed before conducting business.
6. The Board of Directors conducts quarterly evaluations of investment portfolio performance.
7. Approval procedures include competitive bidding for certificate-of-deposit purchases.
8. The Investment Officer possesses the authority to evaluate, purchase, exchange, or sell investments.
9. Combinations and keys to security devices are restricted and updated when personnel change roles.
10. An accounting record/register is maintained by an independent third-party safekeeping institution for each investment, including cost, description, date purchased, interest rate, maturity date, identifying number and market values.
11. Consistent application of current market value is maintained for all investments in all funds.

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