

**OREGON COAST COMMUNITY COLLEGE
BOARD OF EDUCATION
BUSINESS MEETING
Wednesday, April 16, 2025, 6:00 PM
Central County Campus, Room 140
400 SE College Way, Newport, OR 97366
Zoom Meeting ID: 966 6777 8286
<https://oregoncoast.zoom.us/j/96667778286>**

A. Call to Order

Chair Rich Emery called the regular meeting of the Oregon Coast Community College Board of Education to order at 6:02 PM.

B. Introduction

a. Board roll call

In attendance: Chair Rich Emery, Vice Chair Debbie Kilduff, Patrick Alexander, Chris Chandler, Marion Mann, and Bud Shoemake. Paul Schuytema was excused.

b. President's Welcome

President Marshall Mease Roache welcomed everyone to the meeting and acknowledged the presence of OCCC staff, Board members, and guests. Attendees were reminded that pursuant to SB 1502, the meeting will be recorded and posted on the College website within 7 days of the meeting.

c. Approval of Business Meeting Minutes from March 19, 2025

Chandler moved to approve the Business Meeting Minutes from March 19, 2025. Kilduff seconded. All voted in favor. **Motion Carried.**

d. Finalize agenda

No changes to the agenda.

C. Communications

a. Written

No written communication was received.

b. Public comment on agenda & non-agenda items (as received)

Emery opened public comment.

<u>Commenter Name</u>	<u>Topic</u>	<u>In-Person or Zoom</u>
Catherine Roller	DEI	In Person

c. Public Comment Closed

Emery closed public comment.

d. President's Response to Public Comment (if needed)

Roache thanked Catherine Roller for her testimony.

D. College Reports

a. OCATT & Renovations Project Update

Chris and Nancy Giggly, GO-Bond Project Managers (Integrity Management Solutions), provided the monthly report on the Oregon Coast Advanced Technology & Trades (OCATT) & Renovation Project. Topics Covered:

- The preliminary programming phase for the new OCATT building is complete, and schematic design for 2025 repair projects is underway.
- The Construction Manager General Contractor (CM/GC) Selection Committee has recommended Lewis Construction as the CM/GC for the Bond Project.
- The new building will be designed with sustainability and resilience features, including energy efficiency, electric vehicle charging, and seismic resilience.
- A recommendation was made to authorize the president to approve individual proposals for GLAS Architects not to exceed a total of \$3.5 million.

[OCATT & Renovations Project Update April 2025](#)

[OCATT Bond Program Budget April 2025](#)

[OCATT Programming Report April 2025](#)

b. President's Report

President Roache summarized his event attendance, professional development, collaborations, and community involvement on behalf of the College since March 19, 2025.

[Link to April 2025 President's Report.](#)

c. Media Report

The media report featured media and press releases from the past month related to the College.

[Link to April 2025 Media Report](#)

E. Board Policy Update Process

a. Adopt all Chapter 1,3, &7 Board Policy Changes (Recissions, updates, revisions, new policies) as summarized on page 3 of the April 16, 2025 agenda, and as detailed in the March 19, 2025 Board Document Attachment E.a.

Chandler moved to adopt all Chapter 1,3, &7 Board Policy Changes (Recissions, updates, revisions, new policies) as summarized on page 3 of the April 16, 2025 agenda, and as detailed in the March 19, 2025 Board Document Attachment E.a.

Kilduff seconded. All voted in favor. **Motion Carried.**

F. Information & Discussion Items

a. Recommendation to Suspend Academic Programs: AAS Accounting, Accelerated Accounting Certificate, Entry-level Accounting Certificate, Business Applications Certificate, and Foundation Welding Certificate

Bruce Clemetsen (VP of Academic & Student Affairs) presented a recommendation to suspend academic programs due to low enrollment, specifically in accounting. The accounting degree and certificates will be suspended, but the transfer business program will continue. For students currently enrolled in accounting programs, individualized plans will be created to allow them to complete their credentials within the next year, with courses offered online. Clemetsen also

discussed suspending a foundational welding skills certificate that lacks hands-on welding experience and has had no enrolled students.

[Recommendation to Suspend Academic Programs](#)

G. Board Reports

a. Other Board Reports

Kilduff announced that the OCCA newsletter is available online and suggested to the Board that they subscribe to the newsletter.

H. Action Items

a. Approve Tuition and Fees 2025-2026 Recommendation

Mann motioned to approve the Tuition and Fees 2025-2026 recommendation. Alexander seconded. Emery, Kilduff, Alexander, Mann, and Shoemake voted in favor, and Chandler voted against. Schuytema was excused. **Motion Carried.**

b. Approve the CM/GC Selection Committee's recommendation to award the CM/GC services contract for the OCCC Bond Program to Lewis Construction.

Chandler moved to approve the CM/GC Selection Committee's recommendation to award the CM/GC services contract for the OCCC Bond Program to Lewis Construction. Kilduff seconded. All voted in favor. **Motion Carried.**

c. Authorize up to \$3.5 million for GLAS Architects to provide design-related services for the OCCC Bond Program to be contracted on an as-needed basis for individual projects as recommended by IMS and approved by the President.

Kilduff moved to authorize up to \$3.5 million for GLAS Architects to provide design-related services for the OCCC Bond Program to be contracted on an as-needed basis for individual projects as recommended by IMS and approved by the President. Chandler seconded. All voted in favor. **Motion Carried.**

I. Announcement of future meetings:

Emery announced the next scheduled meetings of the OCCC Board of Education will be held:

- Wednesday, May 21, 2025, Business Meeting and Budget Committee Meeting: Presentation of Budget - in person at Central County Campus, 400 SE College Way, Newport, OR 97366 & via Zoom.
- May 28, 2025, Budget Committee Meeting (if needed) in person at Central County Campus, 400 SE College Way, Newport, OR 97366 & via Zoom.

J. Adjournment

Emery adjourned the meeting at 7:00 PM.

OCCC Board meetings are held in accordance with open meeting laws and with accessibility requirements. If a person with a disability needs assistance to participate in a meeting, please notify the President's Office at (541) 867-8532 at least 48 hours in advance. A sign-up sheet for those who wish to offer comments or testimony on any item will be available at the entrance.

Minutes submitted by: Executive Assistant, Lori Templeman

Approved by:

A handwritten signature in black ink, appearing to read 'MR', is written over a horizontal line.

Marshall Mease Roache, PhD
Clerk of the Board



Oregon Coast Community College Bond Projects Construction Manager's Report



Report Date: May 14, 2025

GENERAL OVERVIEW

The Schematic Design phase for the OCATT building has begun. Four potential building schemes developed by the design team are included in this report. Options are being explored for an exterior plaza, building curb appeal, safe visibility to work spaces from inside and outside, a possible second floor, truck drive-through for equipment/vehicle delivery to the work spaces, and orientation to the neighborhood. We expect the final site and floor plans to be completed by June for an initial construction cost estimate. Sitework and building final design will begin in July, and construction of underground utilities and building foundations will begin this Fall. Construction of the OCATT building itself is expected to begin next Spring.

Design for the summer 2025 "Fix-it" work for the three campuses is 95% complete and will be finished for bidding later this week. Design is also 50% complete for the priority system replacements (HVAC controls, AQS Building AC, access controls and security) and will be completed for bidding in early July. Design for other facility improvements will begin in July.

Contract negotiations with Lease Crutcher Lewis (LCL), the selected general contractor, were completed early this month and the contract has been executed.

BUDGET

The current program budget summary is shown on the next page. Changes since last month are noted below.

Income

No changes.

Current Budgets

This section was updated to match the current committed costs. Projected budgets will be added for individual projects as cost estimates are completed.

Committed Costs

OCATT schematic design fee of \$398,097 was added.

Central Campus construction cost of \$24,760 was added for a new fire alarm panel and relay replacement.

Aquarium Building construction cost of \$7,000 was added to build a pad for storage container location off the SE corner of the building.

Oregon Coast Community College Bond Program Construction Manager's Report

Aquarium Building design fee of \$12,000 was added for boiler replacement.

North Center design fee of \$7,500 was added for solar-ready roof structure.

To date, \$3.07 million has been committed.

Actual Costs

To-date, \$2.22 million has been expended.

OCCC Bond Program Budget Summary - Updated May 12, 2025

Budget Income Elements

	Original Budget	Current Budget	Actual To-Date	Notes
Bond Sale	\$ 33,100,000.00	\$ 36,262,284.40	\$ 36,262,284.40	Bond sale date of August 15, 2024. Current budget includes premium from bond sale of \$3,162,284.40.
State Matching Grant	\$ 8,000,000.00	\$ 8,000,000.00		
Interest on Bond Proceeds	\$ -	\$ 2,508,859.51	\$ -	Projected interest value added 10/24.
Totals	\$ 41,100,000.00	\$ 46,771,143.91	\$ 36,262,284.40	

Original Project Budgets

	OCCATT Building	Central County Campus	Aquarium Building	North County Center	South County Center	Total
Construction	\$ 12,309,000.00	\$ 3,740,600.00	\$ 534,200.00	\$ 942,290.00	\$ 291,300.00	\$ 17,817,390.00
Soft Costs	\$ 1,510,900.00	\$ 1,009,962.00	\$ 144,234.00	\$ 254,418.00	\$ 78,651.00	\$ 2,998,165.00
Furnishings & Equipment	\$ 250,000.00				\$ -	\$ 250,000.00
Construction Inflation	\$ -	\$ 299,248.00	\$ 42,736.00	\$ 75,383.00	\$ 23,304.00	\$ 440,671.00
Owners Contingency	\$ 1,830,100.00	\$ 374,060.00	\$ 53,420.00	\$ 94,229.00	\$ 29,130.00	\$ 2,380,939.00
Total Original Project Budget	\$ 15,900,000.00	\$ 5,423,870.00	\$ 774,590.00	\$ 1,366,320.00	\$ 422,385.00	\$ 23,887,165.00
Note: Original budgets taken from 2023 GLAS Architects Assessment.						Non-Project Costs \$ 100,000.00
						\$ 23,987,165.00

Current Budgets

	OCCATT Building	Central County Campus	Aquarium Building	North County Center	South County Center	Total
Construction	\$ -	\$ 1,684,179.88	\$ 7,000.00	\$ -	\$ -	\$ 1,691,179.88
Design	\$ 530,912.00	\$ 288,413.16	\$ 47,905.00	\$ 262,840.00	\$ 35,905.00	\$ 1,165,975.16
Consultants	\$ 35,470.00	\$ 15,155.71	\$ -	\$ -	\$ -	\$ 50,625.71
Project Management	\$ 97,767.16	\$ 6,440.00	\$ -	\$ -	\$ -	\$ 104,207.16
Permits & Fees	\$ 1,767.40	\$ -	\$ -	\$ -	\$ -	\$ 1,767.40
Furnishings & Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Owners Contingency & Inflation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Current Project Budget	\$ 665,916.56	\$ 1,994,188.75	\$ 54,905.00	\$ 262,840.00	\$ 35,905.00	\$ 3,013,755.31
						Non-Project Costs \$ 58,532.41
						\$ 3,072,287.72

Committed Costs To-Date

	OCCATT Building	Central County Campus	Aquarium Building	North County Center	South County Center	Total
Construction	\$ -	\$ 1,684,179.88	\$ 7,000.00	\$ -	\$ -	\$ 1,691,179.88
Design	\$ 530,912.00	\$ 288,413.16	\$ 47,905.00	\$ 262,840.00	\$ 35,905.00	\$ 1,165,975.16
Consultants	\$ 35,470.00	\$ 15,155.71	\$ -	\$ -	\$ -	\$ 50,625.71
Project Management	\$ 97,767.16	\$ 6,440.00	\$ -	\$ -	\$ -	\$ 104,207.16
Permits & Fees	\$ 1,767.40	\$ -	\$ -	\$ -	\$ -	\$ 1,767.40
Furnishings & Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Project Committed Costs	\$ 665,916.56	\$ 1,994,188.75	\$ 54,905.00	\$ 262,840.00	\$ 35,905.00	\$ 3,013,755.31
						Non-Project Costs \$ 58,532.41
						\$ 3,072,287.72

Actual Costs To-Date

	OCCATT Building	Central County Campus	Aquarium Building	North County Center	South County Center	Total
Construction	\$ -	\$ 1,602,487.08	\$ -	\$ -	\$ -	\$ 1,602,487.08
Design	\$ 170,660.58	\$ 155,828.57	\$ 8,905.00	\$ 81,358.40	\$ 8,905.00	\$ 425,657.55
Consultants	\$ 24,369.80	\$ -	\$ -	\$ -	\$ -	\$ 24,369.80
Project Management	\$ 97,767.16	\$ 6,440.00	\$ -	\$ -	\$ -	\$ 104,207.16
Permits & Fees	\$ 1,767.40	\$ -	\$ -	\$ -	\$ -	\$ 1,767.40
Furnishings & Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Project Actual Costs	\$ 294,564.94	\$ 1,764,755.65	\$ 8,905.00	\$ 81,358.40	\$ 8,905.00	\$ 2,158,488.99
						Non-Project Costs \$ 58,532.41
						\$ 2,217,021.40

Oregon Coast Community College Bond Program Construction Manager's Report

SCHEDULE

The Master Schedule for the Bond Program is shown below. This schedule shows the primary design and construction elements for the projects. Project elements with firm schedules are shown in color and with start/finish dates. Other projected project elements are shown in gray.

The OCATT Schematic Design committed schedule has been added.

OSCC Bond Program Master Schedule Updated May 2025

ACTIVITIES	Start	Finish	2025				2026				2027			
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
OCATT Building														
Programming	1/24/25	3/31/25												
Schematic Design	4/14/25	6/9/25												
Sitework Design														
Sitework Bidding & Permitting														
Sitework Construction														
Building Design														
Building Bidding & Permitting														
Building Construction														
Close-Out & Equipment Move-In														
Existing Facility Fix-It Packages														
Design	2/10/25	5/16/25												
Bidding & Permitting														
Construction - North														
Construction - Central & AQS														
Construction - South														
Existing Facility Priority Packages														
HVAC Controls & AQS HVAC Design	3/10/25	7/2/25												
Security & Access Controls Design	3/10/25	7/2/25												
Bidding & Permitting														
HVAC Construction - North														
HVAC Construction - Central & AQS														
HVAC Construction - South														
Security Construction - North														
Security Construction - Central & AQS														
Security Construction - South														
Existing Facility MEP Packages														
Design	7/21/25	2/18/26												
Bidding & Permitting														
Construction - North														
Construction - Central & AQS														
Construction - South														
Existing Facility Improvements														
Design														
Bidding & Permitting														
Construction - North														
Construction - Central														

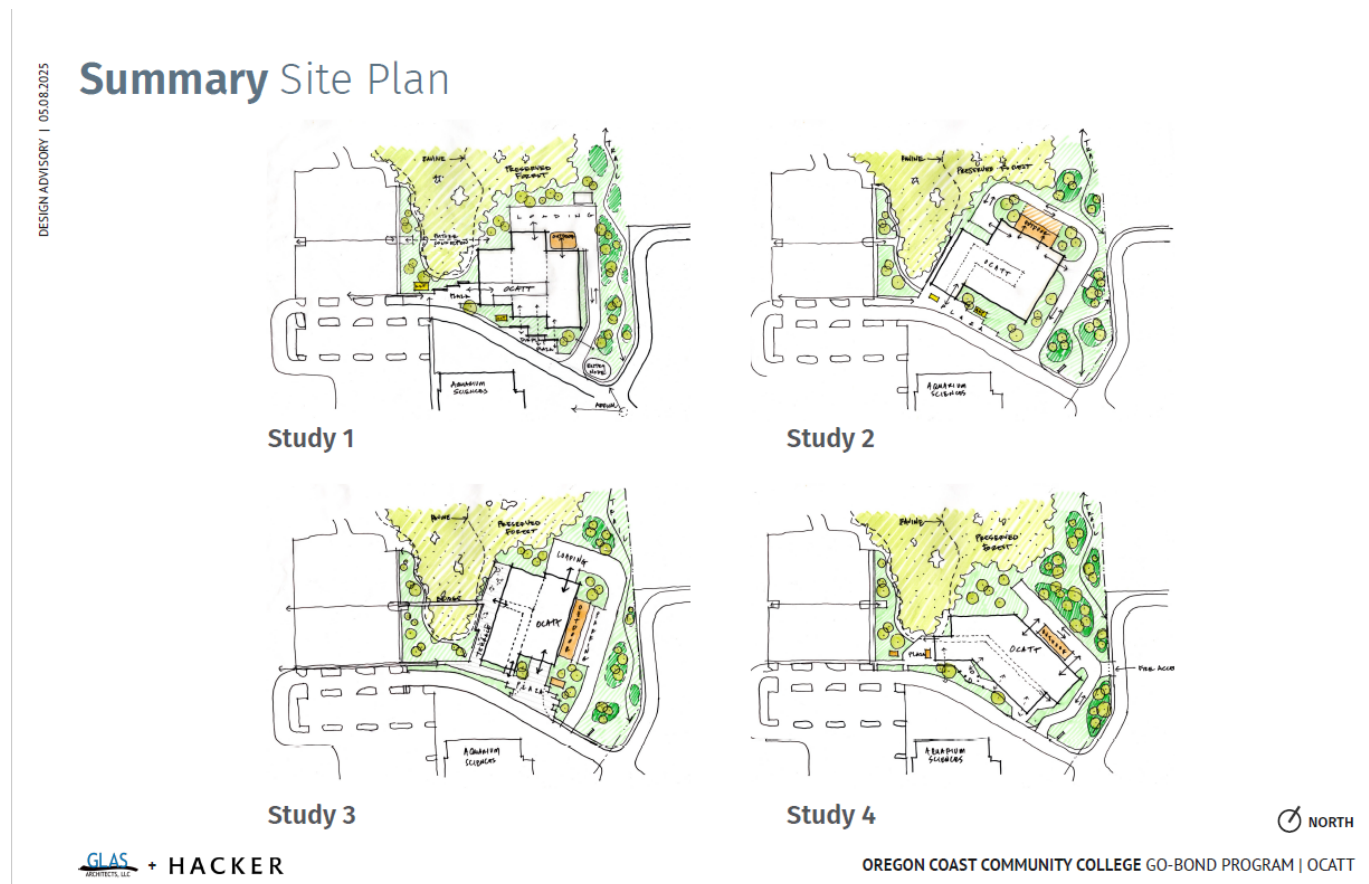
PROJECT-SPECIFIC ACTIVITY

CM/GC Selection

Contract negotiations were completed this month and a contract has been executed. Lease Crutcher Lewis has engaged and is preparing to bid the Fix-It work package starting next week. They're also joining the OCATT Schematic Design meetings.

OCATT Design

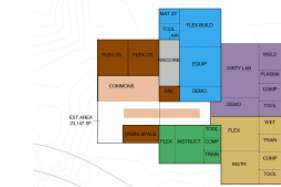
Schematic Design, developing building floor plans and exterior concepts for the new building, has begun. The GLAS-Hacker team introduced four possible layouts as shown below. The project team provided feedback earlier this week on these options. Refined layouts will be presented by the design team on May 22.



Oregon Coast Community College Bond Program Construction Manager's Report

DESIGN ADVISORY | 05.08.2025

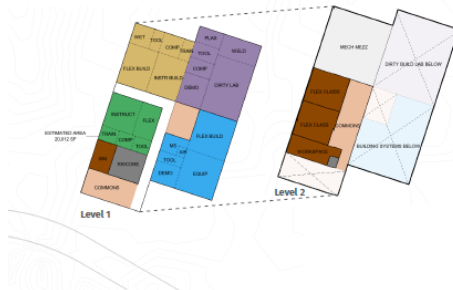
Summary Floor Plan



Study 1 23,147sf = ESTIMATED AREA



Study 2 24,561sf = ESTIMATED AREA



Study 3 30,435sf = ESTIMATED AREA



Study 4 23,534sf = ESTIMATED AREA



GLAS + HACKER
ARCHITECTS, LLC

OREGON COAST COMMUNITY COLLEGE GO-BOND PROGRAM | OCATT

A preliminary construction cost estimate will be developed after Schematic design is completed in June.

Existing Building “Fix-It” Design

The final “Fix-it” design package will be issued for bidding on May 16. The work in this package includes the following items:

- 1) refinishing exterior brick and siding systems at north, central and south county centers
- 2) resolving water intrusion issues
- 3) repairing damaged interior finishes
- 4) replacing corroded interior fixtures in the Aquarium Sciences building
- 5) replacing the roof on the North County building

Construction is expected to begin in July with completion in September.

Oregon Coast Community College Bond Program Construction Manager's Report

Existing Building MEPLV Design

The pre-bond building assessments identified a number of mechanical, electrical, plumbing and low-voltage (MEPLV) issues in the existing buildings. The OCCC Facilities Manager has asked that some of these systems be prioritized because they are at, or past, the end of their service life and are having issues. These systems are:

- 1) HVAC controls at all campuses
- 2) AQS building boiler replacement and air conditioning addition
- 3) Access controls and security at all campuses

Design is 50% complete for these systems and will be issued for bidding in early July. We expect construction to begin this Fall depending on system lead-times.

Design for the other mechanical, electrical and low-voltage system improvements will begin in July with construction scheduled for summer 2026.

Existing Building Interior Improvements

The final planned element of the Bond Program will be improvements to interior spaces at all campuses. This could include renovations to the Central Commons and the North Lobby and Commons. We expect to start design for these elements in 2026 after design for OCATT and the existing facility repairs are completed and those budgets firmly established. Construction of the interior improvements will likely occur during summer 2027 and would conclude the current scope of the Bond Program.

May 21, 2025



President's Board of Education Report
Dr. Marshall Mease Roache, President

The following is a summary of the activities I have been involved in on behalf of the college since April 16, 2025. This is not an exhaustive list of my daily work at the college. This list highlights specific activities that align with our college mission, vision, strategies and values.

Internal College Relations

OSCC Town Hall/All-Staff meeting
OSCC BOE meeting
OSCAT Programming meeting
OSCC Foundation Board meeting
OSCAT Advisory Group meeting
OSCC Spring In-Service
North Center visit
South Center visit
All-Managers monthly meeting
College Council meeting
SBDC Awards Presentation Tradewinds Depoe Bay
OSCC Team Lunch and Idea Exchange

External Relations/Partnerships and Collaboration

Aquarium Board meeting
Newport Rotary meeting
Newport Chamber of Commerce After-Hours event
Salishan Resort meeting
Yaquina Bay Economic Foundation Board meeting
Waldport Chamber of Commerce Art event
Toledo Rotary meeting
Thompson's Sanitation meeting
Lincoln City Kiwanis meeting
Economic Development Alliance of Lincoln County Board meeting
Dahl Sanitation meeting
Newport Loyalty Days parade
Lincoln City Chamber of Commerce meeting

Professional Development

HSI Summit at Western Oregon University
American Association of Women in Community Colleges conference

OSCA/Legislative Relations/OPC/HECC

OSCA Legislative Call (4 times)

SOUTH COUNTY CENTER
3120 Crestline Drive
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NORTH COUNTY CENTER
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OSCC WELDING LABORATORY
625 N. Bay Blvd.
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541-867-8501

OCCA Federal Issues Update Call (3 times)
OCCA Academic All-Star event
Legislative Town Hall event
State Capital Ways & Means Committee
OCCA May Board meeting & forum
OPC May meeting

Academic & Student Affairs Report

Dr. Bruce Clemetsen, Vice President

Outreach

1. Three part time Career Connected Learning Navigators working to bring career exploration and information to high school students. HECC grant funded through June 30. Working with each high school to attend career classes with VR systems, schedule community speakers on careers, and promote college programs with Success Coaches.
2. Career Cruises – 3 days of exploration in one area for high school students. Working to integrate with LCSD Summer Learning Program Aquarium and Marine Tech, Trades, Healthcare, Natural Resources). Funding through Program Innovation and Momentum (PIM) grant. These are federal dollars, and we hope they are still available in June.
3. NHS Sophomore Campus Visit – “Best college visitation event ever.” NHS Principal.
4. Health Careers Explore for LCSD
5. Dual Credit conversations – welding, aquarium and marine careers, natural resources.
6. Finalizing plan for 2nd welding Early College cohort at Taft.

Institutional Effectiveness

1. Learning Outcomes Assessment Co-chairs working on re-engaging collection and review of learning outcomes.
2. IESC – Institutional Effectiveness Steering Committee – New committee constituted to guide collection and dissemination of data in support of mission fulfillment, core theme, and strategi plan. Developing membership and plan. Chaired by VPASA.

Curriculum Development

1. Natural Resources courses (4) are being developed to align with Oregon State University for a future degree. Will be proposed to Curriculum Committee in Fall.
2. Welding connecting with Georgia-Pacific about contracted welding and pipefitting courses.
3. Revised Major Transfer Maps (MTMs) from the HECC Transfer Council being reviewed for implementation.
4. 25-26 Catalog to be released shortly, close to our May 1 deadline and ahead of our usual late summer release.
5. Process moving forward to develop programs for OCATT. The process involves community experts in a methodical process of defining critical skills for various programs.

Engagement Report

Dave Price, Vice President

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Marketing

- Spring campaigns are underway
 - Spotify: 29,589 impressions thus far; 3,118 individuals served ads
 - Google Ads: 1,440 since April 18
 - Mobile Devices total 65% of impressions
 - Mobile Devices total 71% of clicks
 - Most active time of day for our campaign: Weekdays, 9am-1pm
 - Largest demographic to act on our messaging: Females aged 24-35

Community Ed

- Spring 2025 Summary
 - 306 Participants so far this term
 - Most popular classes: Art, Photography, Dance, Emergency Preparedness, Guitar
 - Fully 79% of classes offered have reached profitability and were presented

SBDC

- Non-Profit SBM Starts May 28 ([Press Coverage](#))
- Youth Entrepreneurship Program (YEP) was held May 7 to full house at Cultural Center in Lincoln City ([Press Coverage](#))

Foundation

- Scholarship apps deadline May 1
- 97 Applications submitted
- 20% Increase over 2024
- Scoring underway now; Scores due to Foundation Director by May 23

Activities

- Loyalty Days Parade: First of three parades OCCC will participate in this spring and summer; More than 15 students and staff attended, as did Marion Mann, member of the BOE.

Administrative Services Report Robin Gintner, Vice President

Finance

- The Go-Live date for the new finance module (CNF) to replace Shark Net is scheduled for August 1.
- The recruitment to fill the vacant Student Accounts position is happening - so far there are 11 applicants.
- Audit fieldwork for FY 24-25 will be starting in June.
- End-of-year grant spending and billings are taking place.

IT

- In the last week, there have been 1288 malware detections blocked or quarantined by Threat Down (Malwarebytes).
- 432 email threats were blocked by Barracuda in the last month.

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- Dark Trace managed 14 controlled network behaviors and intercepted approximately 4500 spam, phishing, and impersonation emails in the last 30 days.

Facilities and Public Safety

- The five-year fire system maintenance was completed at all sites.
- The fire system overhaul is still taking place with the replacement of the main panel in Newport and soon, all fire relays throughout all buildings.
- HVAC end-point testing was completed during the last week of April. This helps us determine nonfunctioning devices to be addressed during a future “Fix It” package related to the bond work.
- We took delivery of two shipping containers to help with the storage of AQS equipment while the summer “Fix It” projects are underway.
- Projects will start in June and early July and will include:
 - AQS floor refinishing
 - AQS tank room floor work and repair
 - North Center roof replacement to include making the roof solar-ready
 - North Center Universal Power Supply (UPS) battery replacement
 - Central Campus UPS rebuild - the failure was caused by power surges during the Feb 23rd storm.

Media Report

Dr. Marshall Mease Roache, President

[SBDC launches first-ever nonprofit management program](#)

May 8, 2025 - For more than 30 years, the Oregon Coast Community College (OCCC) Small Business Development Center (SBDC) has helped small business owners across Lincoln County build sustainable enterprises.

[Greenhouses, skate gear, landscaping, vendor space and cake mix — student entrepreneurs make “Shark Tank” pitches](#)

May 8, 2025 - When Evan Hernandez built a greenhouse for his neighbors, the 16-year-old Newport High School sophomore didn’t know it would win him \$3,000 and ignite a passion to create his own business.

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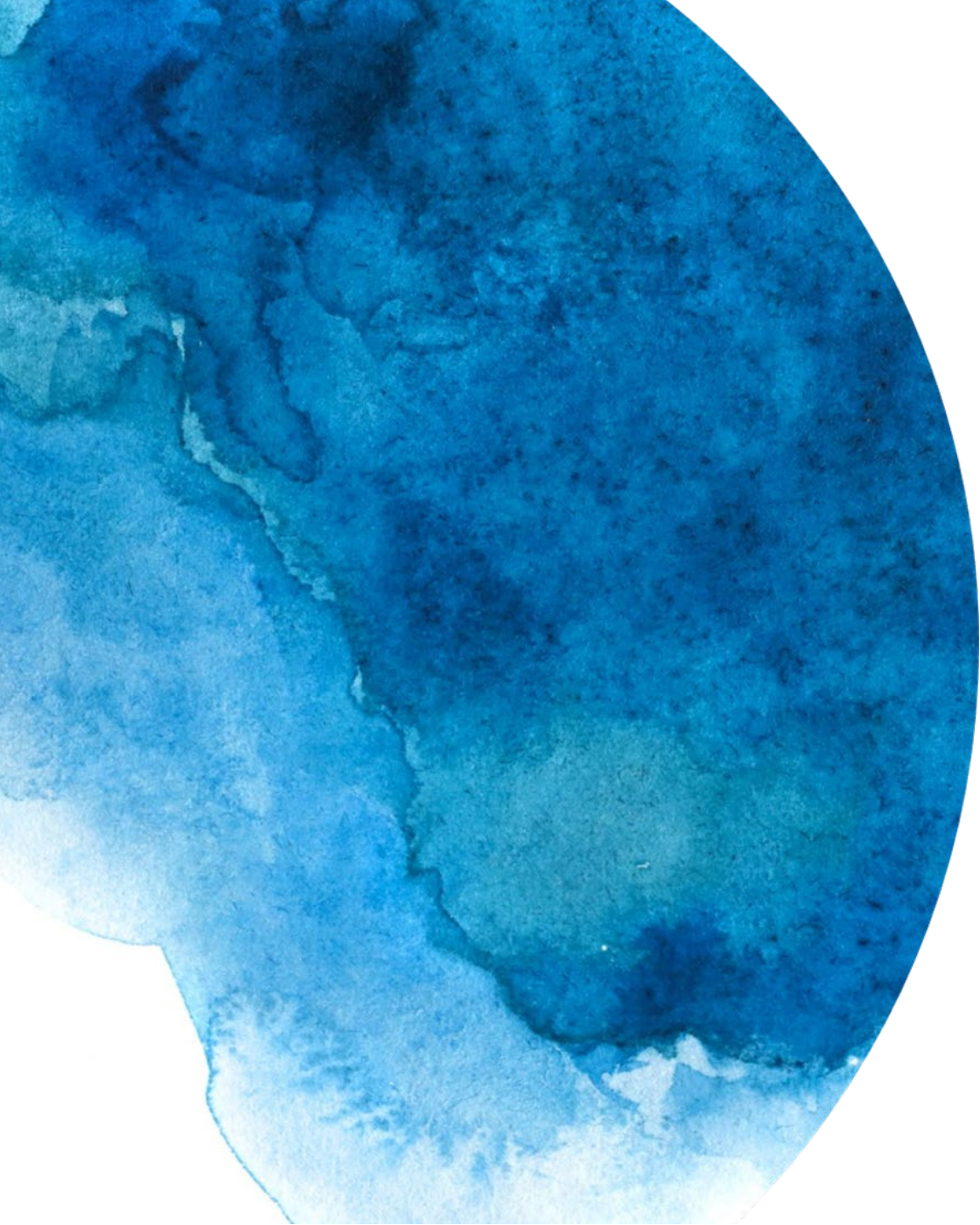
The background of the slide is a vibrant blue watercolor wash. It features a mix of deep, dark blue tones and lighter, more translucent areas, creating a textured, organic feel. The colors blend into each other, with some areas appearing more saturated than others, giving it a sense of depth and movement.

Financial Aid Report 24-25

Bruce Clemetsen

Interim Vice President of Academic and Student Affairs

Data provided by: Ace Brewer, Shanshan Wei



Total Aid Disbursed in 24-25

\$2,912,963

Total Tuition and Fee Revenue in 22-23

\$1,608,015

386 Students	219 Aid Recipients (roughly)
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Federal Funds 24-25

Pell Grant	\$1,115,159
Loans	\$751,976
Workstudy	\$10,312
FSEOG	\$13,833
VA Payments	\$38,779



\$1,930,059

OSAC Funds 24-25

Oregon Opportunity Grant	\$413,800
Oregon Promise Grant	\$141,725
Oregon Tribal Student Grant	\$51,844
Oregon Retention & Completion	\$7,000



\$614,369

Scholarship Funds

24-25

OCCC Foundation	\$78,642
Private Scholarships	\$143,153
Agency Funding	\$109,044



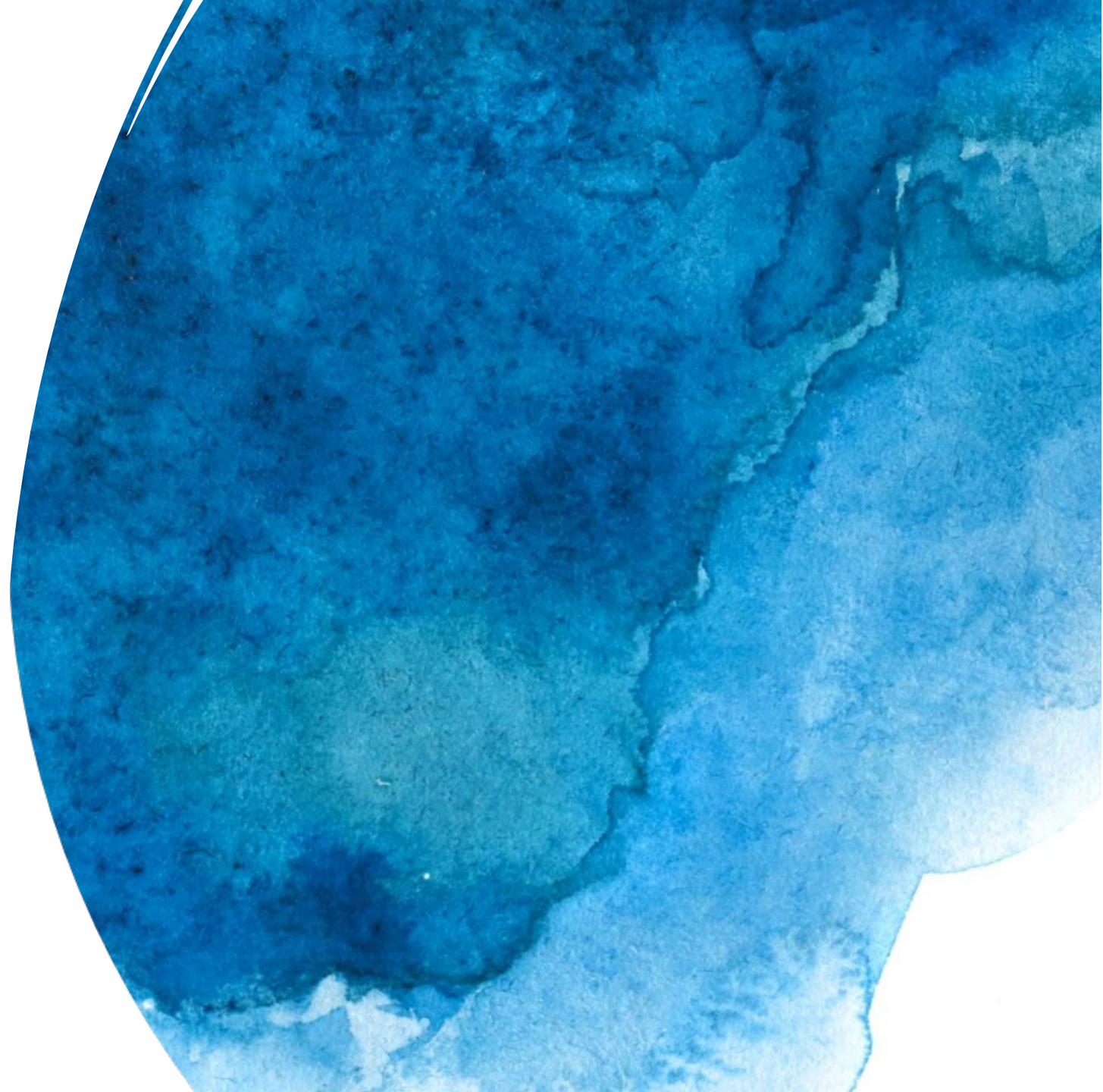
Non-Federal Loans (Private) 24-25

Private

\$33,844



Thank You!



DRAFT

OREGON COAST COMMUNITY COLLEGE

2025-2026 Board of Education Meeting Calendar

Date (Wednesday) 6:00PM	Location	Meeting Type
July 16, 2025	South County Center 3120 Crestline Drive Waldport, OR	Business Meeting (Organizational)
August 2025	No Meeting	
September 17, 2025	Newport 400 SE College Way	Business Meeting
October 15, 2025	Newport 400 SE College Way	Business Meeting
November 19, 2025	North County Center 3788 SE High School Dr. Lincoln City, OR	Business Meeting
December 10, 2025 (2 nd Wednesday)	Newport 400 SE College Way	Business Meeting
January 21, 2026	Newport 400 SE College Way	Business Meeting
February 24, 2026 (Tuesday) 5:00PM (LCSD Proposed Date)	LCSD Teaching & Learning Center 1212 NE Fogarty St. Newport, OR	Joint Boards OCCC & LCSD Work Session OCCC Business Meeting
March 18, 2025	Newport 400 SE College Way	Business Meeting
April 15, 2026	Toledo 625 N. Bay Boulevard, Toledo, OR	Business Meeting
May 20, 2026	Newport 400 SE College Way	-Budget Committee Meeting: Presentation of Budget -Business Meeting
May 27, 2026	Newport 400 SE College Way	Budget Committee Meeting (If needed)
June 17, 2026	North County Center 3788 SE High School Dr. Lincoln City, OR	Business Meeting: Budget Hearing and Adoption
June 24, 2026	Newport 400 SE College Way	Budget Adoption (If needed)

Oregon Coast Community College does not discriminate based on race, color, national origin, sex, disability, age, sexual orientation, gender identity, marital status, or religion in its programs and activities. The following person has been designated to handle inquiries regarding the non-discrimination policies: Joy Gutknecht, Director of HR, 541-867-8515
joy.gutknecht@oegoncoast.edu. Questions can be mailed to HR at 400 SE College Way, Newport, OR 97366.

Oregon Coast Community College acknowledges that we reside within the ancestral homelands of the Yaquina (Yaqo'n) and Alsea (Wusi'n) Tribes. Today, those tribal descendants are represented by The Confederated Tribes of Siletz Indians. We are honored for the opportunity to teach, learn, and work on their ancestral lands. We also recognize the ongoing contributions they make to the community, Oregon Coast Community College, and the world.

December 2021



Agreement

between

Oregon Coast Community College

and

Oregon Coast Community College Foundation

Oregon Coast Community College (OCCC) was founded in 1987 to equip students for success by providing educational pathways and supports in response to the diverse needs of the community. The College enriches the economic and civic vitality of Lincoln County and beyond through accessible and engaging programs.

The Oregon Coast Community College Foundation (OCCC Foundation) was established in 2000 as a 501(c)(3) charitable organization to advance educational opportunities at OCCC by raising funds for College needs and increasing public awareness of the College and its many benefits. The Foundation fulfills its mission by securing private donations, applying for grants, holding special events and fundraisers, stewarding resources, and administering special programs, such as the OCCC Foundation Scholarship program.

The Foundation is dedicated to assisting the College by fostering a culture of philanthropy and providing financial and other support for long-term academic and other institutional priorities. The Foundation and the College recognize that close collaboration and cooperation is necessary and beneficial (1) to appropriately serve and assist the educational mission and priorities of the College, (2) to avoid competition for funds between the College and the Foundation or duplication of efforts within the two organizations, and (3) to ensure that funds received are deployed in the most beneficial manner to the College's mission to the benefit of its students and in a manner aligned with the College's program and needs, as well as consistent with donor intent and any relevant governing legal or contractual provisions.

This Agreement is entered into by and between Oregon Coast Community College and the Oregon Coast Community College Foundation in order to support the missions of both institutions.

Separate Obligations

A. The Foundation agrees to:

1. Seek to obtain money, services, in-kind contributions, and real and personal property for the benefit of the College. For this purpose, the Foundation will design and implement programs and procedures in collaboration with the College to solicit, accept, and receive such money and property. Such contributions shall be used to support student scholarships, program development, technology and equipment upgrades, capital development and improvements, and other College priorities. The Foundation will work closely with the College to ensure the management and disposition of all gifts and donations aligns with College priorities.
2. The Foundation will follow the College Gift Acceptance Board Policy 3820 that delegates authority to the College President to accept or decline gifts and donations offered to the College and may refer proposed gifts for consideration by the Board of Education to consider suitability.
3. Share with the College the annual personnel costs of the Foundation Director of Advancement position which will be referred to by the Foundation as the Foundation Executive Director (FED). The Foundation shall include in its annual budget reimbursement to the College for the mutually agreed upon 50/50 portion of the total cost of employment for the FED.
4. Plan all fundraising activities, promotion, and sponsorship of programs in support of the College in close cooperation with the President of the College.
5. Continue to manage the affairs of the Foundation in accordance with:
 - a. The requirements for tax-exempt entities under Federal IRS Code including its section 501(c)(3);
 - b. The requirements of the Oregon Department of Justice Charitable Activities Section; and,
 - c. Any and all Federal, State, County, and City laws governing charitable solicitations and nonprofit corporations.
6. Accept, hold, administer, invest, and disburse funds and properties of any kind or character in accordance with the terms of such gifts.
7. Transfer to the College in a timely manner, all gifts and donations it may receive wherein the College is designated as recipient, and properly account and be responsible for all donations which designate the Foundation as recipient in accordance with established policies.
8. Use assets and earnings of the Foundation for the benefit of the College, students, and the community or for payment of necessary and reasonable administrative expenses of the Foundation at the discretion of the Foundation Board.

9. Have in place appropriate accounting and gift management systems to ensure that financial and donor transactions are maintained in accordance with generally accepted business and accounting practices.
10. Not consolidate or change the Foundation's Articles of Incorporation or Bylaws during the term of this Agreement without prior written approval from the College.
11. Ensure that correspondence, solicitations, activities, and advertisements concerning the Foundation are clearly discernible as being from the Foundation.
12. As required by the Family Educational Rights and Privacy Act, 20 USC 1232(g) ("FERPA") and ORS 326.565, the Foundation shall not disclose any personally identifiable information or records regarding students or their families that the Foundation may learn or obtain in the course and scope of its performance of this Agreement. The parties recognize that FERPA imposes strict penalties for improper disclosure or re-disclosure of confidential student information, including but not limited to denial of access to personally identifiable information from education records, for at least five years (34 CFR 99.33(e)). Therefore, consistent with FERPA's requirements, personally identifiable information obtained by the Foundation in the performance of this Agreement may not be re-disclosed to third parties without the written consent of (a) the student if the student has reached the age of majority or has been legally emancipated; or (b) the underage student's parent or guardian if the student has not reached the age of majority. Any such personally identifiable information must be used only for the purposes identified in this Agreement.

B. The College Agrees to:

1. Share annually with the Foundation its strategic plan, institutional priorities, projects, and resource requirements so that the Foundation may represent the direction and needs of the College to donor prospects and align its programs and campaigns to be consistent with the strategic objectives of the College.
2. Share with the Foundation the personnel costs of the Foundation Executive Director (FED) position. The College shall include in its annual budget the mutually agreed upon 50/50 portion of the total cost of employment for the FED. Such appropriation shall be subject to review and approval by the College Board of Directors pursuant to the College's budget process. Personnel funded in whole or in part by the College to staff or provide support to the Foundation will be College employees and will be supervised by the College and subject to the personnel policies and applicable College collective bargaining agreement, if any. College employees may assist and advise the Foundation at the Foundation's request but shall not attempt to control or make decisions for the Foundation.
3. Provide office space, including utilities and technology support services, at no cost to the Foundation. In addition, during the annual college budget process the College will work with the Foundation to determine additional College support for materials and services reasonably

required to support Foundation activities including items such as hardware, software, marketing, marketing tools, and other appropriate equipment/support.

4. Designate the Foundation Office as the entity for development of fundraising programs. All external solicitation of funds and grants will be coordinated by the Foundation Office.

5. Participate with the Foundation in the development of the Foundation's fundraising programs and campaigns as is necessary for their success.

6. Properly alert the Foundation to prospective gifts so that each opportunity for enhancing gift potential and donor relations may be fully utilized.

7. Except as may be limited by state or Federal law, the College shall provide the Foundation with access to student and alumni records for purposes of granting scholarships, engaging and soliciting gifts from alumni, and other purposes consistent with the Foundation's Bylaws relating to support of the College and furthering the College's educational mission. For these purposes, the Foundation is deemed a school official with a legitimate educational interest within the meaning of FERPA (20 U.S.C. § 1232g; 34 CFR Part 99).

C. General Agreements:

1. The College acknowledges and accepts the separate and independent nature of the Foundation, and the Foundation acknowledges and accepts the separate and independent nature of the College. Each agrees to cooperate with the other in the advancement, achievement, and support of the educational, service, and community programs of the College.

2. This agreement will be reviewed at least every other year, no later than 60 days prior to July 1. Any alteration or modification of any term of this Agreement must be in writing and signed by both parties.

3. Agreements on cost sharing for the FED position shall cover at least two years. Such agreements will be reviewed prior to June 30 in odd numbered years, with any adjustments scheduled to take effect July 1 of the following even numbered year.

4. One member of the OCCC Board of Education will serve as a voting board member of the OCCC Foundation Board of Directors.

5. The OCCC President will serve as an Ex-officio, non-voting board member of the OCCC Foundation Board of Directors.

6. The OCCC Foundation Executive Director (FED) serves as an Ex-officio, non-voting member of the OCCC Foundation Board. The FED is employed by the College and supervised by the OCCC Vice-President of Engagement.

7. In order to preserve the independence of the Foundation, the Foundation Board shall not appoint a College employee as a voting member of the Foundation Board. College employees may elect to participate or be appointed to serve on Foundation Committees as deemed appropriate to the purpose of such Committee.

8. The Foundation Board shall serve as advisors to the college regarding fundraising and community activities.

9. Unless expressly agreed upon in writing by both parties, the Foundation shall be solely responsible for the satisfaction of its own obligations, debts, liabilities, and judgments. The Foundation shall not use funds belonging to the College and managed by the Foundation on its behalf for the satisfaction of any such obligation, debt, liability, or judgment. Unless expressly agreed upon in writing by both parties, the College shall be solely responsible for the satisfaction of its own obligations, debts, liabilities, and judgments. The College shall not use funds belonging to the Foundation.

10. The Foundation shall submit to the college an annual report of Foundation activities, goals, financial matters, and its financial audits or reviews as they occur, within timeframes that support College fiscal processes. The Foundation shall permit the College to inspect all Foundation books and records at reasonable times. The Foundation shall provide such reports and information on its financial status and operations as required by the College President to assure conformance by the College and the Foundation with the provisions of this Agreement.

11. To the fullest extent permitted by law, the Foundation shall indemnify the College, its governing board, officers, employees, agents, and students in their official and personal capacities, from and against any and all claims, damages, liabilities, injuries, expenses, demands, and judgments, including court costs and attorney fees, arising out of the Foundation's performance of this Agreement or arising out of service of any such person or persons at the Foundation's request or on its behalf.

12. To the fullest extent permitted by law, the College shall indemnify the Foundation, its governing board, officers, employees, and agents, in their official and personal capacities, from and against any and all claims, damages, liabilities, injuries, expenses, demands, and judgments, including court costs and attorney fees, arising out of the College's performance of this Agreement or arising out of service of any such person or persons at the College's request or on its behalf.

13. The laws of the State of Oregon will govern this Agreement. Before instituting any legal action pursuant to this agreement, the College, through its President, shall meet with the Foundation Board President or designee, and attempt in good faith to resolve the disagreement. If the parties are unable to resolve the disagreement, informal mediation should be sought prior to legal action being initiated. Venue of any legal action herein shall be in Lincoln County Circuit Court.

14. The FED is the party responsible for the administration of this agreement.

15. This agreement shall continue until terminated. It may be terminated by either party only at the end of the respective fiscal year upon written notice to the other party at least ninety (90) days in advance.

16. This Agreement is not assignable by either party, in whole or in part.

17. If any covenant or provision of this Agreement is adjudged void, such adjudication will not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.

18. This Agreement constitutes the entire agreement of the parties on the subject of their general and overall relationship and supersedes all prior and contemporaneous oral and written agreements and understandings on such subject. However, the parties may enter into other stand-alone agreements on specific subjects. All such other agreements shall also be in writing and signed by the parties.

The Foundation

The College

President, Board of Directors

President, Oregon Coast Community College

Date

Date



Bylaws of Oregon Coast Community College Foundation

Article I. General

Section 1. Name. This Foundation shall be known as the Oregon Coast Community College Foundation, hereafter referred to as the Foundation.

Section 2. Purposes. The purposes of the Foundation are:

- A. To promote and further the development and advance the mission of Oregon Coast Community College (OCCC);
- B. To solicit, receive, and administer funds for charitable and educational activities for the benefit of students, staff, and faculty of OCCC;
- C. To conduct fundraising campaigns and to supervise and assist in fundraising programs for OCCC;
- D. To give, grant, and issue scholarships to students for study at OCCC;
- E. To provide funds for lectures, speeches, seminars, conferences, research, scientific and educational programs, surveys, investigations, and other activities for the education, enjoyment and benefit of OCCC, its students and faculty and the general public of Lincoln County;
- F. To provide funds for facility construction and improvements;
- G. To provide funds or other incentives that will promote faculty and staff development;
- H. To do and perform such acts as may be necessary or appropriate for carrying out the foregoing purposes of the Foundation and in connection therewith to engage in any lawful activity, none of which is for profit, for which foundations may be organized pursuant to the Oregon Nonprofit Corporation Act.

Section 3. Activities. The Foundation shall be restricted to activities of a charitable and educational nature consistent with the purposes of the Foundation. No part of the net earnings of the Foundation shall inure to the benefit of any private person or organization. No substantial part of the activities of the Foundation shall be carried out as propaganda or otherwise attempting to influence legislation. The Foundation shall not participate in, intervene in, publish, or distribute statements in any political campaign on

behalf of any candidate for public office. The Foundation shall not discriminate in any manner against any person based on race, creed, color, gender, national origin, marital status, disabilities, or other discriminations governed by law.

Article II. Offices

The principal office of the Foundation is at 400 SE College Way, Newport, OR 97366, Lincoln County, and State of Oregon. Said office may be changed as the College designates other space.

Article III. Membership

The Foundation shall have no members; provided, however, that the Board of Directors, hereafter referred to as the Board, by amendment to these Bylaws and/or the Articles of Incorporation may authorize and provide for members, and, in such event shall prescribe the qualifications, rights, privileges, immunities, and classes of members.

Article IV. Board of Directors

Section 1. Number. The Board shall consist of no fewer than nine or more than fifteen Directors.

Section 2. The OCCC President shall serve as an ex-officio member of the Board.

Section 3. Election. Directors shall be brought forward through a nomination process and elected by a majority vote of the Board. During the nomination process prospective Directors shall complete an application of interest.

Section 4. Term of Office. Each Director shall be elected to a three-year term. Term of office shall run from July 1 – June 30 for three years following. The Foundation Executive Director (FED) shall notify Directors three months prior to the end of their term and discuss whether they are interested in continuing on the Board in which case they shall be eligible for re-election.

Section 5. Leave of Absence. Any Director of the Foundation may request a leave of absence if the Director plans to miss more than two consecutive regular board meetings. The request must be in writing, including electronic communication, not to exceed six months and must be approved by the Board.

Section 6. Resignation. Any Director may resign at any time by written notice, including electronic communication, to the FED. Such resignation shall take effect at the time specified.

Section 7. Removal. A Director may be removed, with or without cause, at a regular meeting or

a meeting called expressly for that purpose, by a vote of two-thirds of the Directors in office. A Director is subject to removal when missing three or more consecutive meetings without cause or notification.

Section 8. Duties and Responsibilities. The business and affairs of the Foundation shall be managed and controlled by its Board of Directors. Subject to the provisions of the Oregon Nonprofit Corporation Act and the Articles of Incorporation and Bylaws of this Foundation, the Board shall do and perform every act and thing whatsoever which it shall deem necessary, expedient, or advisable to carry out the purposes of this Foundation.

A. All Directors agree to the Role Description (attached) as approved by the Board to include a commitment of time and financial support.

B. All Directors agree to abide by the confidentiality policy (attached) of the Board and hold in confidence all matters discussed during Board meetings unless given permission otherwise.

Section 9. Regular Meetings. A minimum of three regular meetings and one Annual Meeting and Retreat of the Board will be held each year. Directors are expected to attend no fewer than three meetings during the fiscal year.

Section 10. Annual Meeting and Retreat. The Annual Meeting and Retreat of the Board shall be held in the first quarter, on a date selected by the Board, for electing officers and for the transaction of such other business as may come before the meeting. The Retreat shall be in the place and at the time specified in the notice of said meeting.

Section 11. Special Meetings. Special meetings of the Board may be called by or at the request of the Board, the Executive Committee, FED, or the President, to be held at such place and time, as the person or persons calling such meeting shall specify.

Section 12. Notice. Notice of the Annual Meeting and Retreat of the Board shall be given at least ten days prior; notice of regular meetings shall be given at least seven days prior to the meeting date. Notice must be given in writing delivered personally, mailed or by any other means of electronic communication. Notice of special meetings of the Board shall be given at least three days prior to the meeting date; delivered the same as above. A Board member may decline or waive his or her meeting notification. The waiver must be in writing, signed by the member entitled to notice and entered in the minutes of the meeting.

Section 13. Quorum. A majority of the number of Directors (excluding those on leave of absence) in office shall constitute a quorum for the transaction of business at any meeting of the Board. If a quorum cannot be convened at the meeting, a majority of the Directors present may adjourn and reconvene the meeting at a time when a quorum can be established.

Section 14. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board. Each member of the Board shall be entitled to one vote.

Section 15. Action by Written Consent. Any action which may be taken at a meeting of the Board, may be taken without a meeting if there is consent in writing or by electronic communications. Such action shall be signed by a majority of the Directors and be recorded in the minutes at the next meeting.

Section 16. Electronic Conference Meeting. Any Director of the Board may attend a regular, special, or retreat meeting of the Board by means of a conference call or similar communication equipment, which allows all participants to communicate with each other. Board Directors who need to attend a meeting by electronic conference should notify Foundation staff prior to the meeting so arrangements can be made.

Section 17. Presumption of Assent. A Director who is present at a meeting of the Board shall be presumed to have assented to the action taken unless he or she verbally dissents. Such dissent shall be entered in the minutes of the meeting.

Section 18. Compensation and Expenses. Directors shall serve without compensation. Expenses incurred in connection with performance of their official duties may be reimbursed from the Foundation budget to Directors upon approval of the Board of Directors or the Executive Committee.

Section 19. Conflict of Interest. The Conflict of Interest Policy (attached) of the Foundation governs a Director's possible or real conflict of interest.

Article V. Honorary/Emeritus Directors

Section 1. Appointment and Tenure. The Foundation shall have such Honorary/Emeritus Directors as the Board shall determine and appoint. Honorary/Emeritus Directors shall be chosen based on distinction, achievement, special services, or outstanding interest in the Foundation and OCCC. Such Directors shall serve at the pleasure of the Board and shall hold no voting power. The Emeritus role is an honorary distinction that shall not attend Board meetings and shall not receive confidential information discussed in said meetings (including but not limited to meeting minutes, financial statements, financial gifts, donor/prospect information, or the specifics of fundraising efforts that are not public knowledge).

Article VI. Committees

Section 1. Appointment. The Board may appoint such committees as are deemed appropriate and shall define their charge.

Section 2. Executive Committee. The Executive Committee shall consist of the President, President-Elect, Secretary, Treasurer, and Past President. The FED and College President shall also sit on this committee. The President of the Board presides at all meetings of the Executive Committee. Between meetings of the Board, the Executive Committee shall have and exercise the authority of the Board in the management of the Foundation. Exceptions include but are not limited to amendments to these Bylaws, election of Directors, election of Officers, and **Page 5—OCCC Foundation Bylaws May 2023** approval of the annual budget. Meetings of the Executive Committee may be held by means of a conference telephone call or similar communications equipment by means of which all persons participating in the meeting can communicate with each other.

Section 3. Committees. All committees shall consist of at least one Board Director who will serve as committee chair and appoint other non-Board members as deemed appropriate to the purpose of the committee. Committees will have agendas, maintain minutes, establish a budget, and report to the Board as appropriate.

Article VII. Officers

Section 1. Officers. The Officers of the Foundation shall be a President, President-Elect, Secretary, and Treasurer, each of whom shall be elected by the Board. The Past President is also an Officer of the Board.

Section 2. Election and Term of Office. The Officers of the Foundation shall be elected biennially by the Board at the Annual Meeting and Retreat, as per the following schedule: the President and President-Elect shall be elected in even-numbered years and the Secretary and Treasurer shall be elected in odd-numbered years. Except as provided below, each Officer shall hold office until his or her successor shall have been duly elected and accepted into office, or until he or she shall resign.

Section 3. Removal. Any Officer elected by the Board may be removed by the Board.

Section 4. Vacancies. A vacancy in any office because of death, resignation, or removal, may be filled by the Board for the un-expired portion of the term.

Section 5. President. The President shall preside at all meetings of the Board and the Executive Committee. The President shall sign, with the Secretary or any other authorized Officer of the Foundation, any contract or other instrument which the Board or Executive Committee has authorized to be executed; except in cases where, the signing and execution of a contract or other instrument has been especially delegated by the Board, Executive Committee, or by these Bylaws to some other Officer or agent of the Foundation, or shall be required by law to be otherwise signed or executed. The

President shall perform such other duties as from time-to-time may be prescribed by the Board.

Section 6. President-Elect. In the absence of the President or in his or her inability, or refusal to act, the President-Elect shall perform the duties of the President. The President-Elect shall perform such other duties as from time-to-time may be prescribed by the Board.

Section 7. Secretary. The Secretary shall record the minutes of the meetings of the Board and verify that all notices are duly given in accordance with the provisions of these Bylaws, the Articles of Incorporation, or as required by law and perform other duties as from time-to-time may be prescribed by the President or the Board.

Section 8. Treasurer. The Treasurer handles the oversight of the financial accounts and reports of the Foundation. The OCCC Vice President of Administrative Services (VPAS) or his or her designee shall keep in the records belonging to the Foundation, full and accurate accounts of all receipts, disbursements and he or she or their designee shall deposit all money, and the Board may designate other valuable effects in the name of the Foundation in such depositories as for that purpose. The VPAS or his or her designee shall disburse the funds of the Foundation, taking proper vouchers for such disbursements and shall render to the Treasurer and Directors at the meetings of the Board, or whenever requested by them, an account of all transactions acting under the authorization of the Treasurer and of the financial condition of the Foundation. The Treasurer will review all financial transactions of the Foundation with the VPAS on a quarterly basis. The Treasurer shall present a written summary to the Board at each regularly scheduled meeting. The VPAS shall be an ex-officio member of the Finance Committee. The Treasurer shall be the Chair of the Finance Committee.

Section 9. Compensation and Expenses. Officers shall serve without compensation. Expenses incurred in connection with performance of their official duties may be reimbursed from the Foundation Budget to Officers upon approval of the Board or the Finance Committee.

Article VIII. Foundation Executive Director

Section 1. Foundation Executive Director. The Executive Director shall be the chief executive officer of the Foundation Board and, subject to the direction of the Board of Directors, shall be responsible for the general operation of the Foundation. The Foundation Executive Director (FED) shall serve the OCCC Foundation Board in an ex-officio and non-voting capacity.

Section 2. Foundation Executive Director/Foundation Director of Advancement - Dual Role. The Foundation Executive Director (FED) also serves as the Foundation Director of Advancement (FDA). A position description, describing the duties and responsibilities of

the Foundation Director of Advancement, is available at the OCCC Human Resources Office.

Section 3. The FED reports to the OCCC Vice-President of Engagement.

Article IX. Indemnification of Directors and Officers

Section 1. General Provisions. Each director and officer of the Foundation now and hereafter in office and his or her heirs, executors, and administrators, shall be indemnified by the Foundation against all liabilities, costs, expenses, and amounts, including counsel fees, reasonably incurred by or imposed upon him or her in connection with or resulting from any action, suit, proceeding, or claim to which he or she may be made a party, or in which he or she may be or become involved by reason of his or her acts of omission or commission, or alleged acts or omissions as such director or officer, or subject to the provisions hereof, any settlement thereof, whether or not he or she continues to be such Director or Officer at the time of incurring such liabilities, costs, expenses, or amounts; provided that such indemnification shall not apply to liabilities incurred with respect to any matter to which such Director or Officer shall be finally adjudged in such action, suit, or proceeding to have been individually guilty of willful misfeasance or malfeasance in the performance of his or her duty as such Director or Officer; and provided, further, that the indemnification herein provided shall, with respect to any such suit, action, proceeding, or claim include reimbursement of any amounts paid and expenses reasonably incurred in settling any such suit, action, proceeding, or claim, when, in the judgment of the Board of Directors of the Foundation, such settlement and reimbursement appear to be for the best interests of the Foundation.

Section 2. Adjustments. Indemnification pursuant to this Article shall be reduced by the amount of any other indemnification or reimbursement of such Officer or Director of the liability and expense to which indemnification is claimed. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights as to which any such Director or Officer may be entitled under any statute, agreement, or otherwise.

Section 3. Advancement of Expenses. Expenses incurred with respect to any claim, action, suit, or other proceeding of the character described in this Article may be advanced by the Foundation prior to the final disposition thereof upon receipt of any undertaking by or on behalf of the recipient to repay such amount unless it shall ultimately be determined that he or she is entitled to indemnification under this Article.

Section 4. Insurance. The Foundation shall purchase Directors Errors and Omissions insurance for the purpose of indemnification pursuant to this Article.

Article X. Contracts and Banking

Section 1. Contracts. The Board of Directors may authorize any Officer or Officers to enter into any contract or execute or deliver any instrument in the name of and on behalf of the Foundation, and such authority may be general or confined to specific instances.

Section 2. Deposits. All funds of the Foundation shall be deposited in a timely manner to the credit of the Foundation in such banks, trust companies, or other depositories as the Board may choose.

Section 3. Checks. Such Officer(s) shall sign all checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Foundation or Officers of the Foundation and do so in a timely manner as determined by the Board.

Section 4. Loans. No loan shall be made by or to this Foundation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances; provided, however, no loans shall be made by the Foundation to its Directors or Officers.

Article XI. Gifts

Section 1. Acceptance of Gifts. The Gift Acceptance Policy of the College governs the Foundation's acceptance of gifts. The Foundation will follow the College Gift Acceptance Board Policy 3820 that delegates authority to the College President to accept or decline gifts and donations offered to the College and may refer proposed gifts for consideration by the Board of Education to consider suitability.

Article XII. Accounting/Fiscal Year and Financial Reports

Section 1. Accounting/Fiscal Year. The accounting/fiscal year of the Foundation shall begin on the first day of July and end on the last day of June of each year.

Section 2. Accounting/Fiscal Review. At the end of the accounting/fiscal year, the books of the Foundation shall be closed and may be audited or reviewed by a certified public accounting firm selected by the Board. The audit report or any other financial reports shall be promptly delivered to each Foundation Director and College President. The Foundation shall permit the College to inspect all Foundation books and records at reasonable times. The Foundation shall provide such reports and information on its financial status and operations as required by the College President in order to assure conformance by the College and the Foundation within the provisions of this Agreement.

Section 3. Distribution of Funds. Funds may be requested from the Foundation in accordance with Article I, Section 2, Purposes of the Foundation.

Article XIV. Amendments

Section 1. Amendments. Per the terms of the agreement between OCCC and the OCCC Foundation, the Foundation must receive written approval from the College prior to making changes to the Bylaws. Once this written approval has been received, the Bylaws of the Foundation may be amended or repealed, and new Bylaws approved by the vote of a majority of the Directors in office at any meeting of the Board.

Section 2. Review of Bylaws. The Bylaws of the OCCC Foundation shall be reviewed every two years in odd numbered years no later than 60 days prior to July 1. Any change(s) to the Bylaws require College Board approval before approval by the Foundation Board at the Annual Meeting and Retreat or any other meeting of the Board.