

MT. HOOD COMMUNITY COLLEGE DISTRICT BOARD OF EDUCATION

A meeting of the Mt. Hood Community College District Board of Education will be held on February 20, 2019, with a Regular Session at 6:30 p.m. in the Board Room at Mt. Hood Community College, 26000 S.E. Stark St, Gresham, OR 97030.

AGENDA SESSION #975

ITEM	TIME	EXHIBIT	INFO / ACTION	AGENDA ITEM	PRESENTER
	6:00 p.m.			Board Dinner	
1	6:30 p.m.	CONVENE AS MHCCD BOARD		CALL TO ORDER /DECLARATION OF A QUORUM/PLEDGE OF ALLEGIANCE	Diane McKeel
		1.1	Action	Approval of the Agenda	Diane McKeel
		1.2	Info	Correspondence	Lisa Skari
2	6:45 p.m.			PUBLIC INPUT: <i>Anyone wishing to provide public testimony should submit their name and address on a blue public comment sheet to the Board Secretary. Public testimony is limited to 3 minutes per speaker.</i>	
3	7:00 p.m.			INFORMATION/REPORTS	
		3.1	Info	Special Report: Campus Climate Survey	Paul Wild Travis Brown
4	7:15 p.m.			BUSINESS/ACTION	
		4.1	Action	Consent Agenda: Approvals & Information a) Minutes – January Work Session #972, January 9, 2019 b) Minutes – January Regular Session #973, January 16, 2019 c) Monthly Personnel Report	Diane McKeel

				d) Monthly Financial Report e) Monthly Head Start Report	
		4.2	Action	PACE Insurance Presentation	Ron Cutter Dave Harvey
		4.3	Action	Student Hub Procurement	Jennifer DeMent
		4.4	Action	Resolution 2019-01: MHCC Board Calls on Oregon Legislature to Fund Community Colleges	Diane McKeel
5	8:00 p.m.			CLOSING REPORTS	
		5.1	Info	<ul style="list-style-type: none"> • Board Members (2 min each) • ASG Representatives (2 min each) • Advisory Representatives (2 min each) <ul style="list-style-type: none"> ○ Cheryl Johnson (FTFA) ○ Kim Sharer (CEA) ○ Marilyn Pitts (PFTA) 	
		5.2	Info	President's Report	Lisa Skari
6	8:30 p.m.			ADJOURNMENT	Diane McKeel
The next Regular Session meeting is scheduled for Wednesday, March 20, 2019 at the Mt. Hood Community College Main Campus.					
<i>Individuals requiring accommodations due to disability should contact Accessible Education Services at 503-491-6923 or aes@mhcc.edu</i>					



OFFICE OF THE PRESIDENT
Lisa Skari, Ed.D
President
503-491-7211
Lisa.Skari@mhcc.edu

February 20, 2019

TO: The Board of Education
 Diane McKeel, Chair
 Jim Zordich, Vice Chair
 Tamie Arnold
 Teena Ainslie
 Annette Mattson
 Kenney Polson

FROM: Lisa Skari, EdD
 President

SUBJECT: Board Letter for February 2019

With winter quarter well underway, the legislative session is consuming a greater share of our time and energy. While there are challenging issues in front of the state that require legislation – and funding – I believe our community colleges have raised the profile of our needs.

I commend the board for the work done to represent the college at town hall meetings, in Salem, through emails and phone calls. CTE Day in Salem displayed the breadth of programming in the state's community colleges, and MHCC was well represented by three nursing students, our nursing dean, and our two Welding faculty. Our collective advocacy is important in communicating the negative impacts of inadequate funding. The needs of our students and collective community need to remain at the forefront as we strive to meet our mission of equity and access.

I would also like to thank Directors McKeel, Arnold, and Polson for joining me to advocate at the federal level. We asked our Oregon delegation to increase in Pell awards, expand Pell-eligibility to cover short term training programs, and protect funding for TRiO, Title III, and other federal programs of benefit to our students. We were encouraged by the possibility of the reauthorization of the Higher Education Act (HEA) by the end of the year, as it is a priority of Senator Alexander, who announced he will retire in 2020. Common themes we heard on HEA include FAFSA simplification and loan repayment improvements. We remain concerned about the risk sharing on loan defaults, and how it may negatively impact access and equity at our institutions.

As we begin our work to develop the 2019-20 budget, Jennifer DeMent and I have met with employee groups and student government. In these meetings, we shared the current budget projection, budget assumptions (e.g. enrollment rates, tuition increases), and our strategy to address the budget gap. In addition to answering questions, we are soliciting input on efficiencies and cost saving ideas we can implement. There is consensus that the proposed strategy makes sense, but there remains concern that flat enrollment projections are too ambitious, where new revenue will come from, and if cuts are needed, how will the college conduct that process.

Lastly, I have formed a campus committee to develop the business plan and subsequent strategy for the return of KMHD. Chaired by JD Kiggins, the committee includes key stakeholders from faculty, student services, district communications, and the Small Business Development Center. In their work, the committee will explore elements including operational structure, budget development (including revenue generation), station operation (including staffing) alignment of curricular and extracurricular functions, marketing and public relations, and sustainability.

A few recent highlights that demonstrate progress toward our goals include:

Learner/Student Success: Improve student outcomes

Surgical Technology Program Accreditation: The Commission on Accreditation of Allied Health Education Programs (CAAHEP) voted on January 16, 2019 to award continuing accreditation to our Surgical Technology program. The Accreditation Review Council on Education in Surgical Technology and Surgical Assisting (ARC/STSA) and CAAHEP's Board of Directors recognizes the program's substantial compliance with the national established accreditation standards. A special thanks goes out to Amy Aldus, our program director, for all her work in preparing for and successfully implementing the comprehensive evaluation.

Community Pride: Increase the college's reputation in the community

Diversity Job Fairs: To increase the diversity in our applicant pools, Recruitment Analyst Kevin Aguilar, and I attended two California job fairs to recruit candidates for faculty and staff positions. Coordinated by the California Community Colleges, the events target job seekers and employers. The Los Angeles fair featured 48 colleges and attracted over 1,100 job seekers. MHCC was one of six out-of-state colleges, and the only Oregon institution present. We spoke with over 150 individuals for positions at the college. The Oakland job fair had 27 colleges present, and attracted over 400 participants. MHCC was one of four out-of-state colleges, and joined by PCC in representing Oregon. While we spoke with fewer attendees in Oakland – over 80 – both Kevin and I felt the job seekers better aligned with the positions we had open. To measure the effectiveness of the efforts, we will track participants that show up in our applicant pools.

Partner Innovation: Strengthen and expand partnerships

Amazon PDX9: As a continuation of work started by Student Career Development Coordinator Jennifer McNeil, we met with five staff from Amazon on January 10, 2019;

Sarah Hugulet (Sr. HR Business Partner), Amber Baggenstos (Sr. Engagement Coordinator), Abigail Hoffman (Engagement Manager), Jaimie Scott (Sr. Regional Manager), Amanda Baker-Lane (Sr. Regional Manager). Amazon has a strong commitment to education, providing flexible schedules and tuition assistance for employees. The company is also known for being good community partners. Our initial meeting focused on how the college and Amazon could collaborate around employment, education, and funding. A follow-up meeting is planned for February with senior management to discuss other topics of mutual interest. We are encouraged by the potential of this partnership.

In closing, I look forward to working with you as we continue to advocate for our students, our college and our community.

Community/Educational Presentations and Selected Outreach Activities

Jan 7 Meeting with Trustee Zordich

Jan 8 Meeting with Dan Ryan, All Hands Raised

Jan 8 Meeting with Trustee Arnold

Jan 9 Participated in MHCC Legislative Breakfast

Jan 9 Meeting with Representative Gorsek

Jan 10 Attended EMEA Board meeting

Jan 10 Meeting with Amazon

Jan 10 Meeting with Senator Frederick

Jan 15 Attended All Hands Raised Board meeting

Jan 15 Attended Oregon President's Council meeting with Governor Brown

Jan 16 Meeting with Trustees McKeel and Zordich

Jan 16 Participated in MLK Celebration on campus

Jan 16 Attended Greater Gresham Chamber of Commerce Business Awards

Jan 17 Meeting with Carol Egan, Center for Advanced Learning (CAL)

Jan 18 Teleconference meeting with EAB

Jan 18 Attended Greater Portland Inc. Higher Education Committee meeting

Jan 22 Meeting with Steve Bass, and OPB Board Chair Ron Saxton

Jan 22 Meeting with Becca Polar and Sharla Trimm, Ellucian

Jan 23 Meeting with Trustees McKeel and Zordich

Jan 23 Participated in Barney's Pantry Celebration ceremony

Jan 23 Meeting with Ray Young, City of Troutdale

Jan 24 Attended Greater Gresham Chamber of Commerce Board meeting

Jan 25 Attended Executive Leadership Series on Equity and Empowerment, Portland

Jan 26 Attended CCC Job Fair, Los Angeles

Jan 29 Attended Center for Advanced Learning (CAL) Board meeting

Jan 30 Attended Mt. hood Community College Foundation Board meeting

Jan 30 Attended Multnomah County Preschool for All Task Force meeting

Jan 30 Meeting with Dorian Smith, Coordinator of Black Student Access and Success, Oregon State University

Jan 31 Attended Oregon President's Council meeting

Select Media Mentions

Oregon Public Radio: Mt. Hood Community College Seeks Return of Jazz Radio Station KMHD
<https://www.opb.org/news/article/kmhd-mount-hood-community-college-jazz-radio-station/>

Gresham Outlook: MHCC likely to bring radio station back to campus
<https://pamplinmedia.com/go/42-news/417803-320666-mhcc-likely-to-bring-radio-station-back-to-campus>

Portland Tribune: Mt. Hood Community College looking to get its groove back
<https://pamplinmedia.com/pt/9-news/417764-320822-mt-hood-community-college-looking-to-get-its-groove-back>

Portland Business Journal: Five Things for Wednesday: All jazzed up
<https://www.bizjournals.com/portland/news/2019/01/23/five-things-for-wednesday-including-a-huge.html>

Oregon Arts Watch: Music Notes (KMHD news)
<http://www.orartswatch.org/music-notes-new-year-new-directions/>

Willamette Week: Portland Jazz Station KMHD Might Be Leaving OPB
<https://www.wweek.com/music/2019/01/22/portland-jazz-station-kmhd-might-be-leaving-oregon-public-broadcasting/>

Bend Bulletin: Former homeless youth creates website to help others in Bend
<https://www.bendbulletin.com/localstate/6836712-151/former-homeless-youth-creates-website-to-help-others>

Gresham Outlook: East County women leaders talk about homelessness at luncheon
<https://pamplinmedia.com/go/42-news/417124-319691-east-county-women-leaders-talk-about-homelessness-at-luncheon>

Gresham Outlook: Planetarium show takes views beyond range of visible light
<https://pamplinmedia.com/go/42-news/419440-322485-mhcc-offers-practice-making-early-funeral-arrangements>

Gresham Outlook: Mt. Hood women remain near top
<https://pamplinmedia.com/go/45-sports/417000-319822-mt-hood-women-remain-near-the-top>

Gresham Outlook: Saints run away in the third quarter
<https://pamplinmedia.com/go/45-sports/417397-320372-saints-run-away-in-the-third-quarter>



ACTION

MT. HOOD COMMUNITY COLLEGE DISTRICT BOARD OF EDUCATION

DATE: *February 20, 2019*

ITEM TITLE: 4.1a

CONTACT PERSON: *Laurie Popp, Executive Assistant to the Board of Education*

SUBJECT: APPROVAL OF MINUTES – January 9, 2019 Special Work Session #972 Meeting Minutes

Session #972

A meeting of the Mt. Hood Community College District Board of Education was held on January 9, 2019 with a Work Session at 6:00 p.m. in the Board Conference Room at Mt. Hood Community College.

Members present: Jim Zordich, vice chair, Annette Mattson, Kenney Polson, Tamie Arnold, and Teena Ainslie (by phone)

Additional Attendees: Lisa Skari, president, Jennifer DeMent, chief operations officer

1.0 CALL TO ORDER

Vice Chair Jim Zordich called the meeting to order at 6:08 pm and stated work sessions are to gather information and discuss and review various aspects of matters outlined on the agenda. The board will not take any action and no public input will be taken during the work session.

2.0 BOARD BY-LAWS REVIEW PROCESS

Skari shared that 30 minutes of every work session will be dedicated to working on reviewing the board by-laws. Each board member received a notebook with copies of the board by-laws.

3.0 REVIEW BY-LAWS

The board reviewed bylaws 9020, 9040, and 9060 and made proposed edits to policy 9020 and 9040. It was proposed to delete policy 9060 as the information is already listed in board policy 9040.

Zordich stated board members will continue reviewing by-laws at the next work session and recommended they read the next three policies before the next session. A written copy of the proposed changes to the by-laws discussed tonight will be sent to board members for review.

4.0 KMHD

Skari distributed a handout and her recommendation regarding KMHD to the board as follows:

Handout: Summary of Information Provided to the Board Regarding KMHD

May 2, 2018 Board Workshop

- KMHD Station History, financial history, overview of management agreement with OPB and FCC requirements

June 6, 2018 Board Workshop

- KMHD Decision Tree

August 2018

- KMHD Cost Update

September 5, 2018 Board Workshop

- Board prioritization of KMHD factors

October 3, 2018 Board Workshop

- KMHD-FM Situation Assessment and Recommendation
- Burning Glass reports on Broadcasting, Mechatronics and Medical Assistant Occupations
- 2018/18 Enrollment Information for Integrated Media Program
- KMHD Annual Financial Reports for fiscal years ended 2004, 2005, 2006, 2007, 2009
- Responses to board questions regarding KMHD/OPB agreement from October 7, 2013
- OPB Direct Revenue and Expenses for KMHD for fiscal years 2015, 2016 and 2017
- OPB Underwriting/Corporate Support Revenue for KMHD, fiscal year 2017
- OPB Trade Invoices for June and July 2018
- Oregon Public Broadcasting Independent Auditor Report and Financial Statements for June 30, 2017 and 2016
- MHCC Cost Estimate for KMHD Option 3 (Returning to College Operations)
- Public Radio Operating Agreement between MHCC and Oregon Public Broadcasting

October 17, 2018 Additional Requested Information Provided by Email

- KMHD current listener demographics – Age, Location, Gender
- MHCC student demographics for the same time period (Spring 2018)
- KMHD membership counts over life of contract
- OPB response regarding sharing specific member data

- MHCC sponsorship credit reach through OPB
- December 12, 2018 Board Workshop
- Board Responsibilities and Questions to Consider regarding KMHD contract
 - KMHD Quick Facts

Recommendation:

Currently the board has two options under consideration regarding KMHD:

- 1) Return the operation of KMHD to the college, or
- 2) Maintain the contractual relationship with OPB to operate station.

At the last board work session, you asked for my recommendation. I would like to start by handing out a summary of the information you have received since last May for your reference. I would also like to acknowledge the work, thought, discourse, and passion put forth by students, faculty, staff and community. I have read every Advocate article, spoke with stakeholders, and gone over the numbers with Jennifer DeMent. I have done my best to listen, weigh the competing demands, and offer my analysis based on what I feel is best for the institution as a whole. Jazz music put Gresham on the map through the Mt. Hood Festival of Jazz, bringing visitors and major artists to our area. KMHD has long been a part of this community, and is woven into the college's history. It emanates a great deal of pride from people, both on campus and off campus. The prospect of having a college radio station on campus provides a unique way to share the student and college voice with the broader community, in addition to creating a unique learning lab. I fully acknowledge, agree with, and support these truths.

For my analysis of the options, I looked at the totality of the college enterprise and:

- 1) How a decision would advance the community college mission,
- 2) How the decision would impact students, and
- 3) How the decision would affect the college financially.

With regard to mission – community colleges exist to create access to higher education, be responsive to community needs, and to advance equity. Both options presented positively impact this mission, but do so in a manner that is peripheral to our core mission. Ultimately, we are providers of post-secondary education.

With regard to student impact – whether we maintain the contract with OPB, or bring the station back to campus, neither option will significantly increase enrollments or completions at the college.

Finally, with regard to financial impact – when you look at our current decline in enrollment, the certainty of the PERS liability and the uncertainty over the state funding, it is possible we will be facing a deficit of \$4 million, at best, over the next biennium. It is our responsibility to be fiscally responsible and judicious in decisions we make that will impact future financial obligations.

Both options have a cost to the college. If we are to maintain the contract with OPB, our financial obligation will be minimal (<\$25,000). If we cancel the contract with OPB, I see no feasible path where we can afford to return to a full-staffed operation at this time. A minimal operation of a student lab, like KMHD2 would still require a financial obligation in excess of \$100,000. Our historical ever-expanding comprehensive mission is beginning to take its toll. Our facilities are in need of repair, our labs are in need of updated equipment, and we have safety issues that require attention. Every dollar spent on KMHD is a dollar we can't spend somewhere else. Our current forecast suggests a revenue deficit, not a revenue surplus, is on the horizon, meaning we will not be able to afford what we have today.

Therefore, based on the current financial context, I feel it would be irresponsible of me to recommend the board anything else than continue the contract with OPB at this time. To address some of the contractual concerns, the board can direct me to work with OPB on better outcomes for students.

Zordich read Board Policy 3240 related to fiscal management of college business activities. There was a discussion regarding the options for KMHD and several questions were raised regarding the contract. If a decision was made to renew the contract, would the board direct the terms of that contract at the meeting on January 16? Skari stated negotiations have generally been done by the president with regards to contracts. The board can direct some specific considerations they would like the president to request.

Another concern was regarding the board wanting more student involvement at KMHD and whether the college had done their part in supporting student involvement at KMHD. Skari stated there were members of the college that did everything they could to hold OPB accountable but she is not sure if more could have been done by her office to ensure those outcomes were met.

Polson shared he feels the radio station should come back to the college and there are other financial ways for funding. The station itself is an educational component of the college and we are here to educate. He does not know how an educational program got away from the college and feels it should come back and serve the original purpose so students can benefit from it.

Arnold asked Polson what the revenue aspects might be and what he would propose to make the numbers work. Polson stated he believes the original donors would come to MHCC if the station came back to the college, but it may take a year or more. In the past, it has been totally supported by those who donated to the station.

Arnold asked for clarification about whether OPB had interest in negotiating a shorter contract. DeMent stated the contract has an automatic 5-year extension and if we do not want the automatic 5-year extension we have to notify OPB by February 11. At that time we can either renegotiate a new contract or do something different. In discussions, OPB was not interested in anything less than 5 years. There was a brief discussion on the terms of the contract and

providing notice by February 11, which is the 180-day period prior to the end of the initial contract term.

Mattson was concerned about the financial costs as the college is looking at a \$4 million dollar deficit. Our current programs will already have to be cut. Taking KMHD back would increase the budget cuts needed. In regards to the Governor's budget, if a revenue package is referred to voters by the legislature, it would be on the ballot at the earliest this fall, and then would not kick in for a period of time, so there will be a gap before any new funding is available to us.

Skari stated the board will be meeting to pass a budget and part of the budget equation is looking at tuition. She is not in support in raising tuition for students to cover this and remains committed to keeping tuition rates as low as possible for students. Zordich is concerned about an \$18 increase in tuition (approx. 15%) which could have adverse effects on subsequent enrollment, and there is a predicted enrollment decline.

5.0 ADJOURNMENT

There was no further discussion and Zordich adjourned the meeting at 7:17 pm.

Clerk

Board Chair

Minutes recorded by Laurie Popp, Executive Assistant to the Board of Education.



ACTION

MT. HOOD COMMUNITY COLLEGE DISTRICT BOARD OF EDUCATION

DATE: *February 20, 2019*

ITEM TITLE: **4.1b**

CONTACT PERSON: *Laurie Popp, Executive Assistant to the Board of Education*

SUBJECT: APPROVAL OF MINUTES – January 16, 2019 Regular Session #973 Meeting Minutes

Session #973

A meeting of the Mt. Hood Community College District Board of Education was held on January 16, 2019 with a Regular Session at 6:30 p.m. in the Board Room at Mt. Hood Community College.

Members present: Diane McKeel, chair, Jim Zordich, vice chair, Teena Ainslie, Annette Mattson, Kenney Polson, and Tamie Arnold.

1.0 CALL TO ORDER/DECLARATION OF A QUORUM

McKeel called the meeting to order at 6:31 p.m. A quorum was present.

1.1 APPROVAL OF THE AGENDA

Zordich moved to approve the agenda. Mattson seconded the motion and it passed unanimously.

1.2 CORRESPONDENCE

Dr. Lisa Skari, president, shared that January 2019 is Board Recognition Month and read the Governor's Proclamation. She thanked board members for all their work on behalf of the college. A thank you poster from students at the Head Start program was displayed. Mace Archer, artistic director for the theater department, presented a skit from the musical production *The Music Man*. The cast of the music band serenaded board members with the song, *76 Trombones*, from the show.

2.0 PUBLIC INPUT

Five members of the public presented testimony regarding KMHD. Testimony was provided by Susie Jones, Dan Davey, Ben Fitzhugh, JD Kiggins, and Devin Hardgrove. Davey read a written statement provided by a student.

3.0 INFORMATION AND REPORTS

3.1 Receive Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2018

Julie Fahey, an audit partner in the firm Talbot Korvola & Warwick (TKW), gave a presentation on the Comprehensive Annual Financial Report for the year ended June 30, 2018. They do the external audit with the district and are onsite three times during the year in May, July, and the fall for a final visit. The district received an unmodified opinion, which is a clean opinion.

Fahey referenced the following items in the Comprehensive Annual Financial Report:

- Independent Auditor's Report, page 1;
- Opinion paragraph, which stated the financial statements were fairly presented by management, page 2;
- Emphasis of Matter paragraph, which is included this year because the district implemented new Governmental Accounting Standards Board (GASB) statements, page 2;
- Management's Discussion and Analysis, the MD & A, which is an overview and summary of transactions for the district, page 4;
- Statement of Net Position, which is not a huge change from prior years. The district did report one addition in accordance with the GASB Statement 75 in reporting Other Post-Employment Benefits (OPEB), page 13;
- Statement of Revenues, Expenses and Changes in Net Position. The notes go into further detail supporting what is reported on the financial statements, page 14;
- Independent Auditor's Report on compliance and internal control over financial reporting based on an audit of financial statements performed in accordance with Oregon State Regulations, as referenced by bulleted items on page 88. There were a few items noted on page 89;
- Independent Auditor's Report, which looks at internal controls over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards. There were two instances that were reported, findings 1 and 2, page 90;
- Report on Compliance for Each Major Federal Program; and Report on Internal Control over Compliance Required by the Uniform Guidance. This is the second report included in the single audit and there were 2 findings, page 92;
- Schedule of Expenditures of Federal Awards (SEFA), which lists the total of expenditures the district spent for the year ended June 30, 2018, pages 95 and 96;

- Schedule of Findings and Questioned Costs. The findings are reported on page 99. It was a clean opinion and they applaud the district. The findings from the prior year were not repeated, pages 98 and 99.

Fahey read a letter from TKW addressed to the Board of Education that summarized various matters related to the audit. On page two, she stated there were a couple of uncorrected misstatements and the footnotes have all the information and there were no audit adjustments. She thanked the work and effort of the finance department in working with TKW and complimented the district and Jamie Simms for a great job.

3.2 Special Report: Tenure Process

Stephanie McGee, labor relations manager, provided an overview of the tenure process for Mt. Hood Community College (MHCC) as outlined in our collective bargaining agreement. She stated the board has ultimate authority to grant tenure, but there are four years of in depth analysis that is very comprehensive and involves several committees and many campus partners before a tenure recommendation comes before the board. One of the committees is the Faculty Evaluation Oversight Committee (FEOC), which is campus-wide and comprised of both faculty and administrators. Also involved in the process is the Tenure Committee, which is comprised of four tenured faculty members and a dean. This committee bears a huge responsibility in this process because each year they mentor and observe the applicant on the performance of their duties. They advise them on the strengths and weaknesses in performance and get involved in improvements and overcoming weaknesses. They report and discuss findings in a face-to-face meeting with faculty and the identified peer group of tenured faculty members in the department division and work in conjunction with the Tenure Track Committee.

Annually, by February 15, they submit a report called the Annual Tenure Track Mentor Committee Report that is part of the review process before a final recommendation is made. It is an important annual review process of each faculty member in the tenure track. Each year they discuss the findings and identify methods of helping to mentor and provide options for the applicant to improve if there are any weaknesses or deficiencies. The final tenure review and recommendation procedure is encompassed in the collective bargaining agreement. It is a very detailed vetting process and by the time it comes to the Board for review, it has already gone through the two committees and has typically gone to a chief academic officer, dean, faculty association, and college president. There are two key dates in the tenure process the board needs to know. The first date is the first board meeting in March, when formal board action regarding the tenure status will be made. The second date is April 1 when the college president sends a written notice to the applicant.

Cheryl Johnson, president of Full-Time Faculty Association, shared that all full-time faculty in tenure track positions go through the tenure process and it is part of being a full-time faculty member. She shared that the tenure process starts in the fall of their first year and faculty work towards tenure the entire four years.

4.0 BUSINESS/ACTION

4.1 Consent Agenda: Approvals and Information

The consent agenda was presented for consideration as follows:

- a. Minutes – December Work Session #970, December 12, 2018
- b. Minutes – December Regular Session #971, December 19, 2018
- c. Monthly Personnel Report
- d. Monthly Financial Report
- e. Monthly Head Start Report
- f. Resolution to Approve Head Start Policy Changes

Zordich motioned to approve the consent agenda. Mattson seconded the motion and it passed unanimously. Motion carried.

4.2 New Degree Approval: Associate of Science in Liberal Arts (ASLA) Degree

Sara Rivara, dean of Humanities and Social Science division, gave a presentation on the proposed Associate of Science in Liberal Arts (ASLA) degree and provided some background information on the degree. There are a number of options for students at MHCC to get a degree. If a student wants to transfer to a four year institution and get a Bachelor of Arts (BA) or Bachelor of Science (BS), often what they choose to pursue at MHCC is the Associate of Arts, Oregon Transfer module (AAOT). The intention of the degree is a student would complete two years at MHCC and obtain the AAOT and then start as a junior when they transfer to a university. They found that is not what happens for students pursuing a BA degree. When a student pursues a BA degree (English, history, art, philosophy, etc.), even though they are a junior in registration they are not a junior in their major. Rivara shared one of the issues, particularly with English majors, is that when they transfer, what they are almost always missing is two years of foreign language. One of the reasons they do not take it here is because financial aid will not cover the two years of foreign language. The state of Oregon does not allow changes or modifications to the requirements of the AAOT, and we are not allowed to offer an Associate of Arts (AA) degree. What can be changed is the Associate of Science (AS) degree. The Associate of Science in Liberal Arts (ASLA) degree is a 90 to 100 credit degree and has a liberal arts core that covers any degree for a BA and also requires a math course. This allows students to have a list of classes accepted at the university and courses that would transfer and be applied to their BA degree. Rivara shared these are classes we already have and does not change any of our curriculum, and it will strengthen our enrollment in modern languages and help strengthen some classes in those majors as well.

John Hamblin, executive dean of Student Development, Admissions, Registration & Records, answered a question on why financial aid does not support taking foreign language classes. He stated the AAOT requirements do not align perfectly with the curriculum that leads to transfer effectively as a junior. If the curriculum does not align, federal regulations do not allow to pay for classes outside the AAOT requirements. Hamblin provided examples of several issues around engineering students.

Zordich motioned to approve the Associate of Science in Liberal Arts (ASLA) Degree. Polson seconded motion and it passed unanimously. The motion carried.

4.3 KMHD Public Radio Operating Agreement with Oregon Public Broadcasting (OPB)

Polson motioned to dissolve the contract between MHCC and OPB effective June 30, 2018 with the intention to bring it back to the college. Arnold seconded the motion. A discussion followed.

Arnold shared a list of what the board had previously prioritized and ranked as their concerns:

- 1) Net financial impact and the benefit to impact students;
- 2) External relationships and perceptions;
- 3) Internal relationships;
- 4) Preservation of current programming; and
- 5) Preservation of our assets.

Arnold stated that with regard to the financial impact, she wanted to make sure the financial information she had was correct as she had differing information. Jennifer DeMent, chief operations officer, was asked to speak to board members to help clarify some of the information.

DeMent reviewed the documents and stated she was not familiar with one of the documents as it appeared to be from Kenney Polson and Susie Jones. She stated she did not prepare the numbers and had not audited or reviewed the document and could not comment on it. A discussion followed with questions regarding the financial information.

Arnold shared she recently toured KMHD2 to develop a better understanding of the program and it was helpful to her. She inquired about the difference in costs between the instructional lab and offering KMHD at the college and felt the costs associated with operating a student lab were transferrable to bringing it back.

DeMent stated if the station was brought back without fundraising, it would be an instructional lab and would require approximately 1.5 employees. If it is expanded to the lab concept, preprogrammed music could be added similar to what is currently being played on the 89.1 FM, so it would be adding an additional lab experience. DeMent shared that once the scope is broadened to full operations, it will require more volunteers and staff to support fundraising, membership drives, and expenses for corporate underwriting, worker's compensation, etc.

JD Kiggins, instructor for Integrated Media, shared his prior experience with one of the instructional programs alongside KMHD, which was managed separately from the educational program at the time. He referred to a document he distributed earlier referencing the 1982 start-up if the station was going to be run as part of the

instructional unit. There was discussion regarding various options of having the KMHD station on campus and a question relevant to the FCC license was answered.

Arnold shared that KMHD was part of the culture and history and wants to see KMHD brought back to MHCC. That is her goal. She believes we can do this and referred to a document showing that up until 2003 it was self-sustaining. She shared it does not make sense to have it as a lab only option as the college already has KMHD2 here.

Mattson had serious concerns as the college is looking at a \$4 million short fall in the budget. She stated we could start working now to be in a fiscal position to bring it back when the five years is up and have a solid business plan ready to launch.

Bob Hansen, president of Associated Student Government (ASG), shared his thoughts on the educational opportunity that KMHD would provide and the benefits to students.

McKeel shared this had been a very difficult issue for her personally as she served on the Mt. Hood Festival of Jazz Board and was president of the foundation board. She stated the college is facing a lack of funding and we do not have a plan at this time. She would support using the next five years to make it sustainable to bringing KMHD back. Not having a plan really concerns her in light of the budget issues the college is facing.

Polson thanked Hansen for his comments and recommended making a decision tonight to terminate the contract, which would provide six months to make a plan.

Arnold suggested several adjustments that could be made to the current contract if the board needed a little more time.

McKeel requested a vote on the motion to dissolve the contract between MHCC and OPB, with a correction to end in August 2019 which is the end of the current contract, and with the intention to bring KMHD back to the college.

Vote in favor of motion: Arnold, Polson, and Ainslie

Vote to oppose motion: McKeel, Mattson, and Zordich

Motion does not pass.

Arnold motioned to dissolve the contract at the end of the current term with the intention to bring KMHD back to MHCC and renegotiate the contract for a one-year term with the direction to administration to develop a strategic plan to bring back KMHD. The contract details to be negotiated. Polson seconded the motion. A discussion followed.

Arnold suggested several items to be included in renegotiating the contract. A question was asked about the transmitter and comments were shared about the one year contract being put into the middle of a biennium.

Marilyn Pitts, president of Part-Time Faculty Association, shared that KMHD has an amazing number of members and encouraged having flexibility with the contract years in order to get the donor base developed. This is important to the success of bringing KMHD back to MHCC.

There was a discussion about fundraising and concern if a one year contract was a sufficient amount of time and if additional time was needed. There was also discussion about the license renewal due in three years.

Arnold amended her motion to remove the stipulations of the contract and discuss negotiations of the contract in executive session, and to change the motion to negotiating the contract for two years with the intent to bring KMHD back to MHCC. Polson seconded the motion. A discussion followed.

Mattson shared concerns about the financial situation we are in. Arnold stated we have a proven history of solubility for this asset and just need to come up with a solid plan and good management. There was a discussion on the need for fundraising, marketing, and financial reporting and who would be in charge of doing it.

McKeel adjourned the meeting at 8:47 pm for a brief break and it was called back to order at 8:54 pm.

Hansen shared they have been working on communications with the marketing team on campus. There is a strong backbone for marketing to raise money and increase membership so there is stability for the station in two years. He shared they have a brand new outreach and have been doing an amazing job with communications to sources outside of the college.

McKeel requested a vote on the motion to dissolve the contract between MHCC and OPB at the end of the current term and renegotiate for a two year contract with the intention to bring KMHD back to MHCC.

Vote in favor of motion: Polson, Arnold, Ainslie, and Zordich

Vote to oppose motion: McKeel, Mattson

The motion passed.

5.0 CLOSING REPORTS

5.1 BOARD MEMBER/ADVISORY COMMENTS

Board Members

Zordich – attended the Chamber of Commerce Business Success Lunch today. It was good the college was represented and he enjoyed meeting our constituents.

Mattson – attended the Gateway Area Business Association Forum last week, the East Portland Chamber of Commerce Current Event Forum this morning, and the Chamber of Commerce Business Success Lunch today. She also attended the Legislative Breakfast last week, along with Zordich and Arnold. She attended the Town Hall on Friday with Arnold, which was also attended by Representatives Bynam, Reardon, and Hernandez, and Senator Fagan. She attended the East County Caring Community on Thursday of last week and it was great to see some of the MHCC staff there. Arnold and Mattson were on the OCCA Legislative Session conference call yesterday. OCCA is asking for community college board members to attend as many forums and town halls as possible to talk about funding so the community hears about it.

Ainslie – No report.

Arnold – shared she is the newest OCCA Legislative Committee member. She participated in the ACCT Member Communications and Education Committee conference call last week and looks forward to serving on this ACCT committee. She encouraged people to come with them to the town halls, to write letters, and go down to the legislature.

Polson – thanked the board and appreciated the decision of the board regarding KMHD. He looks forward to attending ACCT National Legislative Summit in February and plans to get there early to attend the Diversity Committee meeting.

McKeel – she concurred regarding everyone engaging with our legislature. She shared that everyone's voice is important and encouraged people to ask how they support MHCC, and to encourage our legislators to be our champions for the community college.

ASG Representatives

Bob Hansen – shared they started winter term by helping guide new students to their classrooms. An invitation was extended to board members to join them on January 23 at 12pm noon to accept a check from the Foundation for \$26,000 going towards Barney's Pantry. They plan to stock the pantry before and will accept the check from the foundation right after. Hansen shared that students shared their story with legislators at the Legislative Breakfast on January 9. They are planning multiple trips to Salem, and a trip to the Capitol to continue telling their stories. The Martin Luther King event was held today and they had many students speak at the event. Hansen distributed a post card to board members about the event. He thanked the board for their decision on KMHD.

Advisory Representatives

Cheryl Johnson, Full-Time Faculty Association – provided an update on the course outcomes assessment and shared that out of 200 faculty that submitted, they have 424 courses that were assessed. They will work with the data within their departments and continue working to increase those numbers to make sure they are getting all courses assessed using this new course outcomes tool. Overall it was a successful initial run.

Kim Sharer, Classified Employees Association – Did not attend meeting

Marilyn Pitts, Part-Time Faculty Association – shared that PFTA had a successful open house yesterday and today. Pitts shared her thoughts about the decision made tonight regarding KMHD and had some concerns and raised several questions to consider. She wished the board and administration the very best as they move forward.

5.2 President's Report

Skari shared her thoughts with board members in her monthly President's Report.

With the overall college enrollment down, the welding department has a higher enrollment this year than we have had in the past 10 years. Both the day and evening welding programs are at or close to capacity with 22 day welding students and 23 evening welding students. I'd like to recognize the welding faculty for their work on recruitment and the positive outcomes for employment for our completers.

The college held a successful Legislative Breakfast on January 9 here on campus. We had a great turnout of about 30 attendees including 9 of our legislators or their staff members. ASG leaders Bob Hansen and Melanie Roberts did a great job emceeding the event, and their stories made an impact on the audience. Thank you to those board members who were able to attend.

Additional news on the foundation, they had a successful end of the year fundraising drive with over \$80,000 in gifts coming in. This effort also included a fundraiser for Barney's Pantry which brought in \$13,000. The foundation will match the \$13,000 bringing that gift to \$26,000. A ceremonial check presentation is scheduled for January 23 in the Student Union at 12pm noon. You are invited to attend.

Lastly, this week the college is hosting a two-day celebration of the life and legacy of Dr. Martin Luther King, Jr. Today, Mayor Bemis joined us to hear Larry Morgan give the opening keynote. Other activities included public readings of Dr. King's work, pop-up libraries of his work, and films/videos and reflections on his messages. I had the pleasure of reading his Address at the Conclusion of the Selma to Montgomery March. We have events scheduled tomorrow from 9am-4pm and invite you to attend.

6.0 ADJOURNMENT

Zordich motioned to adjourn the meeting. Polson seconded the motion and it passed unanimously. Meeting adjourned at 9:25 p.m.

Clerk

Board Chair

Minutes recorded by Laurie Popp, Executive Assistant to the Board of Education.



ACTION

MT. HOOD COMMUNITY COLLEGE DISTRICT BOARD OF EDUCATION

DATE: February 20, 2019

ITEM TITLE: 4.1c

CONTACT PERSON: Travis Brown, Director of Human Resources

SUBJECT: MONTHLY PERSONNEL REPORT

MONTHLY PERSONNEL ACTIVITY REPORT

New Hires:

Management:

Name	Position	Department	Hire Date
Campbell, Suzanna	Education Manager	Head Start	01/03/19

Faculty:

Name	Position	Department	Hire Date
Assini, Andrew J	Instructor	Health Professions	01/07/19
Aubry, Jennifer Ann	Instructor - Dental Hygiene	Health Professions	01/07/19
Buenafe, Yolanda C	Instructor - Early Childhood Education	Early Childhood Education	01/07/19
Falk Selin, Rachel B	Counselor, Accessible Education Services	Disability Services	01/07/19
Hansen, Angela L	Instructor - Surgical Technology	Health Professions	01/07/19

Support Staff:

Name	Position	Department	Hire Date
Bonnie, Sandra C	EHS Family Support Specialist -Bilingual	Head Start	01/22/19
Coffre, Virginia J	Senior Analyst	Office of Diversity, Equity, and Inclusion	01/07/19
Dann, Katie R	Teacher	Head Start	01/03/19
Foster, Gisela Edith	Student Resource Specialist	ABE	01/22/19
Kanyid, Kelly J	Middle College Advisor	High School Services	01/07/19

Transfers:

Name	Previous Position	New Position	Txfr Date
Martinez, Monica C	Enrollment Services Specialist - Bilingual	Registration Coordinator- Admissions, Registration and Records	01/07/19

Separations:**Management**

Name	Position	Department	End Date
None			

Faculty

Name	Position	Department	End Date
Born, Robin A	Instructor - Business Technology & Office Admin.	Business	01/31/19
Hannigan-McNamara, Kathleen	Instructor	Health Professions	01/02/19

Support Staff

Name	Position	Department	End Date
Hansen, Amy	Admin Assist Fiscal	Head Start	01/22/19
Marks Hess, Kevin C	Teacher	Head Start	01/07/19
Montiel Ochoa, Rosanna	Family Worker	Head Start	01/24/19
Solonika, Emily J	Teacher	Head Start	01/25/19
Topal, Mikhail	Assistant Teacher	Head Start	01/08/19
Vahsholtz, Jolene M	EHS Family Worker	Head Start	01/18/19



ACTION

MT. HOOD COMMUNITY COLLEGE DISTRICT BOARD OF EDUCATION

DATE: *February 20, 2019*

ITEM TITLE: 4.1d

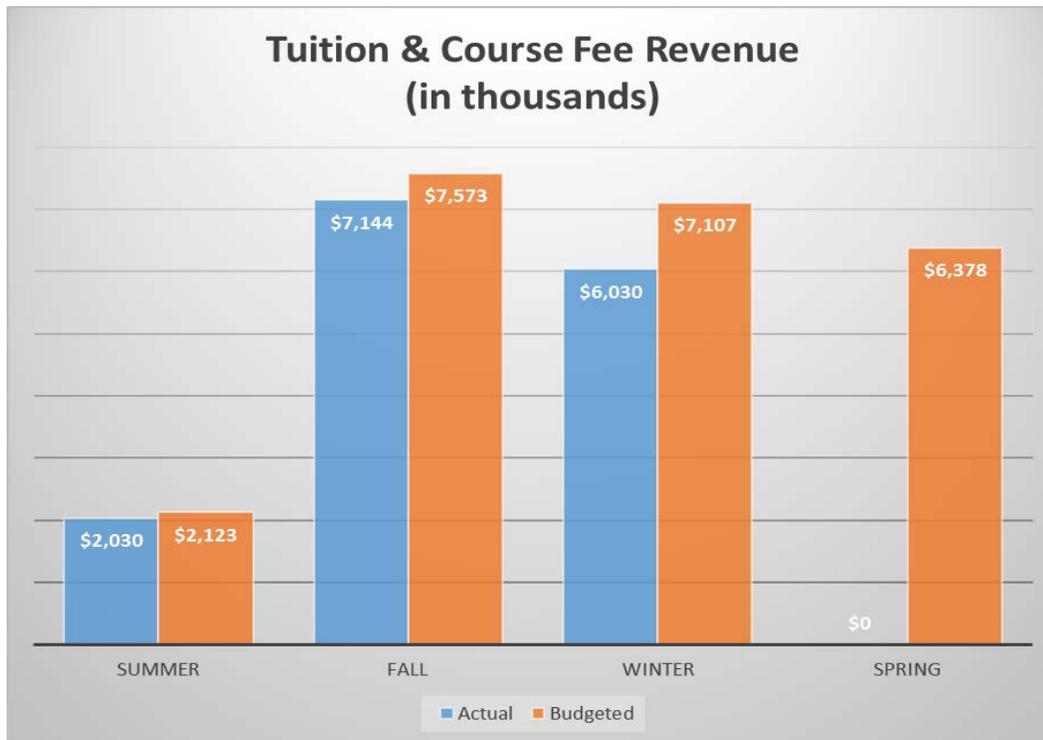
CONTACT PERSON: *Jennifer DeMent, Chief Operations Officer*

SUBJECT: MONTHLY FINANCIAL REPORT

This report includes 2018/19 activity through the month of December.

Revenues:

- State support revenue is received quarterly in August, October, January and April. The amount budgeted for 2018-2019 reflects Mt. Hood's estimated share of the biennial state support amount of \$570 million.
- Property tax revenue is received beginning in November. Revenue is turned over monthly from the counties, with the largest payments received in November and December.
- Tuition and fee revenue for summer term is \$2 million, fall term is \$7.1 million and winter term is \$6 million. Preliminary enrollment numbers indicate a decline in tuition-bearing classes as compared to 2017/18 enrollment by -1% for summer term, -4.3% for fall term and -7.9% for winter term.



Expenditures:

As of December 31, six months of the fiscal year have passed. If expenditures occurred equally throughout the year, there would be 50% of the budget remaining. As an educational institution, the majority of costs are incurred between September and June.

- Salaries are not paid evenly over the year because most full-time faculty, who represent about 50% of total salary, work ten months and are paid over twelve months. Therefore, three months of faculty salary will be recorded in June. Extra-teach is calculated and paid in June as well. Budgeted amounts include step increases and longevity for eligible employees and no cost of living increases.
- Healthcare shows a greater percentage remaining than might be expected due to the timing of premium rate increases, which are effective October 1 and paid in advance in September.
- Fringe and tax costs are paid based on a percentage of salary so the percentage of budget remaining is similar to salaries, as expected.
- Debt Service is paid according to a prescribed debt service schedule, with payments occurring in July, December, January and June.
- Transfers to Other Funds includes budgeted amounts of \$75 thousand for Student Aid, \$275 thousand for aquatic center support, and \$400 thousand for facilities capital projects.

MT. HOOD COMMUNITY COLLEGE DISTRICT
General Fund Financial Report
Fiscal Year 2018/19
As of December 31, 2018

	Actual Year to Date Jun 30, 2018	Adopted Budget 2018-19	Actual December 2018	Percentage of Budget Remaining
Beginning Fund Balance	9,638,760	7,150,000	10,603,330	
Revenues				
State Support	28,241,363	28,065,002	14,072,300	50%
Property Taxes	12,287,756	12,595,086	12,102,713	4%
Tuition and Fees	23,726,171	25,604,579	16,174,836	37%
Uncollectible Receivables	(547,762)	(200,000)	-	
Other Revenues	1,659,600	1,287,165	430,074	67%
TOTAL REVENUES	65,367,128	67,351,832	42,779,923	37%
Expenditures				
Salaries	35,725,066	38,841,105	16,632,157	57%
Health Care	6,142,336	6,487,656	2,746,160	58%
Fringe/Taxes	10,152,295	12,354,442	4,695,112	62%
Materials & Supplies	6,900,714	7,242,103	3,239,634	55%
Utilities	1,524,671	1,665,493	546,176	67%
Grants in Aid/Tuition Waivers	953,001	1,393,775	380,527	73%
Debt Service	2,329,475	2,308,825	504,413	78%
Transfers to Other Funds	675,000	750,000	-	100%
TOTAL EXPENDITURES	64,402,558	71,043,399	28,744,178	60%
Rev Greater (Less) Than Exp	964,570	(3,691,567)	14,035,745	
Beginning Fund Balance	<u>9,638,760</u>	<u>7,150,000</u>		
Ending Fund Balance	<u>10,603,330</u>	<u>3,458,433</u>		
<i>As a percentage of expenditures</i>	<i>16%</i>	<i>5%</i>		

GLOSSARY

Revenues:

State Support includes funds received through the Community College Support Fund allocated to each of the 17 community colleges in Oregon. Funding allocations are based on student full time equivalent (SFTE) and a growth management component. The 2018/19 budget was based on the assumption that community colleges will receive \$570 million for the 2017/19 biennium. The 2018/19 budget represents the amount of state support we expect to receive. MHCC currently represents approximately 10% of the state total.

Property Taxes include current and prior year taxes assessed at a permanent rate of .4917 per \$1,000 of assessed value for Multnomah, Clackamas and Hood River Counties. Current year property taxes are a component in the community college revenue allocation formula for State Support.

Tuition and Fees include all tuition, course fees and instructional service fees. Tuition for 2018/19 generates \$107.00 per credit hour for the General Fund. A technology fee of \$6.25 per credit hour and an Associated Student Government (ASG) fee of \$4.00 per credit hour are in addition to the tuition rate and recorded in separate funds. A College Service Fee of \$49 per term is also assessed to students registered for a minimum of one credit. An Access Fee of \$39 per term is also assessed to students registered for a minimum of two credits. Students that became eligible for the tuition pledge in 2015/16, 2016/17 or 2017/18 will continue paying the tuition rate in effect when they began, provided they continue to meet eligibility criteria. New students beginning in 2018/19 will pay the 2018/19 tuition rate, will not be eligible for the tuition pledge at that rate, and will be subject to any future tuition increases. Other Revenues include rental charges, interest earnings, and grant and foundation indirect cost recoveries and sales revenue.

Expenditures:

Salaries consist of the wages and salaries paid to all employees from all employee groups.

Health Care consists of the employer paid portion of medical, dental and vision insurance premiums, as well as \$45,000 for the Part-time Faculty and Tutor Association's health insurance reimbursements.

Fringe/Taxes are all other employer paid fringe costs, and include PERS (18.66%), Social Security (6.2%), Early Retirement (3.5%), Medicare (1.45%) and Long-term disability, life, workers compensation and unemployment insurance and tax sheltered annuity payments (combined 1.2%).

Materials & Supplies consists of all non-personnel costs such as supplies, repair of equipment, printing and photocopying, contracted services, travel and capital outlays.

Utilities include water, sewage, electricity, waste management, gas and telecommunication costs.

Grants in Aid/Tuition Waivers include tuition and fee waivers for students as established by board policy, as well as staff tuition waivers as established by collective bargaining agreements.

Debt Service consists of principle and interest payments on general long-term debt.

Transfers to Other Funds represents the required general fund match for the federal financial aid programs, and transfers from the general fund for facilities capital projects.



ACTION

MT. HOOD COMMUNITY COLLEGE DISTRICT BOARD OF EDUCATION

DATE: *February 20, 2019*

ITEM TITLE: **4.1e**

CONTACT PERSON: *Pam Greenough Corrie, Director of Head Start*

SUBJECT: **MONTHLY HEAD START REPORT**

Mt. Hood Community College Head Start Program Report

Head Start/Early Head Start News from the Director

January 2018

News:

Pam Corrie attended the East County Caring Community Forum at Gresham City Hall. The focus was on meeting legislators and listening to what committees they serve on and what their agendas were this legislative session.

Pam Corrie and Cynthia Smith attended the Earl Boyles (DDSD) Operations Team meeting for our early childhood partnership. We reviewed our budget and began to make plans for the next school year. This is a partnership with DDSD, Multnomah Early Childhood Programs (MECP serves children who are experiencing disabilities), The Children's Institute and Head Start. This partnership provides early childhood education and Head Start (24 children) for 102 children in the Earl Boyles catchment area.

Pam Corrie met with the Bill and Melinda Gates Foundation national officers, the Children's Institute, CAIRO, and the Early Learning Division of ODE. This was to tour our Preschool Promise (Burmese) classroom at North Powellhurst School. We were part of a tour of local early childhood programs for the Gates Foundation to understand services already in place in Oregon. Oregon was awarded a grant from the Gates Foundation to help further develop early childhood systems in Oregon.

Our annual parent Policy Council (PC) training with Chuck Smith was held on 1/10/19. This training went over the purpose of the PC, program governance, Roberts Rules, MHCC By-Laws, etc.

Pam Corrie, Cynthia Smith, and Kimberly Moua attended the Oregon Head Start Association Directors meeting in Wilsonville on 1/23-1/25/19.

The Gresham Outlook on 1/25/19 interviewed Pam Corrie for an upcoming story on Head Start.

Our annual Listening sessions with staff started on 1/28/19. These sessions are with staff by site without their supervisor and the administrative team and a note taker. This is an opportunity for staff to share what is going well and what are their struggles and to give us suggestions for program improvement. We hold 13-14 sessions throughout February.

Enrollment Report for Dec 2018

This report shows the number of children enrolled in Head Start and Early Head Start. The Head Start Act 642(d)(2) requires a report of program enrollment periodically to the Policy Council and the Board.

Este informe muestra el número de niños matriculados en Head Start y Early Head Start. La Ley de Head Start 642 (d) (2), requiere un informe periódicamente de la inscripción en el programa a Policy Council y a la Directiva.

В этом рапорте показано также количество детей в Head Start и Early Head Start. Акт 642(d)(2) требует периодические рапорты о количестве обслуживаемых детей для подачи в Совет Стратегии и в Совет Директоров.

Number of children funded to serve 2018-19

Head Start		Early Head Start	
Federal	399	Federal	116
State	619	Federal Expansion	24
City of Portland	40	State	6
		City of Portland	30
		MIECHV	20
		Child Care Partnerships	75
Total:	1058	Total:	271

Enrollment for November

Head Start	Children	Early Head Start	Children
Head Start	1058	Early Head Start	164
		EHS Non-Partnerships	32
		EHS Child Care Partnerships	75
Total:	1058	Total:	271

Waitlist

Program	Children
Head Start	164
Early Head Start	161
EHS Child Care Partnerships	12
Total:	337

December 2018 Attendance Analysis – Absences

Most of our programs maintained average daily attendance above 85% for the month of February. Although we are not required to analyze attendance if it is above 85%, we thought sharing the reasons for absences would be informative. Here is a breakdown of absences by program:

Head Start

Absence Reason	Percent
Illness	34%
No bus/no transportation*	16%
Appointment	6%
Vacation	5%
Family Emergency	3%
Other-Excused (i.e. with family member, lice)	9%
Unknown*	27%

Early Head Start

Absence Reason	Percent
Illness	33%
No bus/no transportation	4%
Appointment	3%
Vacation	4%
Family Emergency	0%
Other-Excused (i.e.19 with family member, lice)	14%
Unknown	42%

Child Care Partnerships (CCP)

Absence Reason	Percent
Illness	13%
No bus/no transportation	8%
Appointment	0%
Vacation	13%
Family Emergency	0%
Other-Excused (i.e. with family member, lice)	19%
Unknown	47%

Individual Attendance

The numbers below represent the percentage of individual children in our program this school year with moderate chronic absenteeism (80-89% Average Daily Attendance - ADA) and those with severe chronic absenteeism (less than 80% ADA) for the school year:

Program	80-89% ADA	Less than 80% ADA
Head Start	27%	33%
Early Head Start	31%	31%
Child Care Partnerships	31%	35%

Mt. Hood Community College

Head Start Financial Report

December 2018

This is a monthly report of the Head Start program grants and budget including credit card expenditures as required by the Head Start for School Readiness Act of 2007. 642(d)(2)

Este es un informe mensual de las becas del programa de Head Start y presupuesto incluyendo los gastos de tarjetas de crédito requerido por ley 2007. 642(d)(2)

Это ежемесячный рапорт по грнтам и бюджету в Head Start, включая затраты по кредитным картам. как требуется Актом Head Start 642(d)(2)о готовности к школе 2007. 642(d)(2)

BUDGET JULY 2018-JUNE 2019

FUNDING SOURCE	TOTAL FUNDS
Federal/State Head Start	10,606,789
State Duration	370,948
Children's Levy Head Start	435,492
Federal Early Head Start	1,593,650
EHS - Child Care Partnerships	1,575,696
Children's Levy EHS	539,089
EHS Expansion	390,464
State EHS	81,132
MIECHV	200,000
Total	15,793,260
*State Duration funds have not yet been released.	

EXPENDITURE REPORT DECEMBER 2018

Budget Category	Budget	Spent	Percent Spent
Personnel/Salaries	7,470,080	657,504	42%
Fringe Benefits	4,285,430	363,975	42%
Travel	52,989	3,053	81%
Equipment	7,500	1,088	15%
Supplies	289,779	22,860	45%
Contractual	1,240,125	65,496	25%
Facilities/Property Services	799,938	92,159	58%
Other	360,969	17,678	31%
Indirect	1,435,643	104,499	38%
Total	15,942,453	1,328,311	41%

Reimbursement Funds

Source	Amount Budgeted	Amount Received Year to Date
DHS Child Care**	\$326,195	\$153,270
USDA Funds**	\$643,184	\$9,508.02

**Reimbursements have a lag time of up to 60 days

US Bank Visa Purchasing Cards for Head Start & Early Head Start

Visa Purchasing Cards used by Head Start staff are monitored monthly at several levels. Visa logs and receipts are prepared by card holder and reviewed monthly by supervisors who check for allowability of the purchases. The Financial Specialist in the Head Start office reviews the logs to ensure accuracy and the Head Start director signs off on each log. The business office does a final review for accuracy. Performance standards also require the Head Start Policy Council and MHCC Board of Education to review all VISA purchases.

Todas las compras para el programa realizadas por el personal de Head Start a través de las tarjetas Visa son supervisadas mensualmente en diferentes niveles. La hoja de registro de la tarjeta visa y recibos son preparados por la persona responsable y luego es revisado mensualmente por los supervisores para verificar dichas transacciones. La Especialista de Finanzas de la oficina de Head Start revisa las hojas de registro para asegurar la exactitud y luego la Directora de Head Start firma cada hoja de registro. La oficina de negocios hace la revisión final. También se especifica en las Normas de Desempeño que todas las compras para el programa de las tarjetas Visa, requieren de la revisión de Policy Council Head Start y de la Directiva de Educación de MHCC.

Кредитные карты Visa используются сотрудниками Head Start для покупок по работе и контролируются ежемесячно на нескольких уровнях. Записи затрат регистрируются вместе с корешками от чеков владельцем карты и рассматриваются на ежемесячной основе управляющими, которые проверяют законность покупок. Финансовый специалист в офисе Head Start проверяет выше указанную документацию на окуратность которую в последствии подписывает директор Head Start. После чего бизнес офис коледжа ведет еще одну проверку на окуратность, правомерность и законность, что в конечном итоге предоставляется на рассмотрение членам Совета Стратегии и Совету Директоров MHCC.

Closing Date **12/20/18**

Description	Head Start	Early Head Start	Children's Levy EHS	Children's Levy HS	MIECHV	EHS-CCP	EHS Expansion	Totals
Center Supplies	11,022.73	721.10	453.99	213.70	60.45		509.05	\$12,471.97
Computer Supplies								\$0.00
Dental/Medical								\$0.00
Education Supplies	2,081.00							\$2,081.00
Family Services Supplies								\$0.00
Health Supplies	11.99					207.44		\$11.99
Kitchen Supplies								\$0.00
Office Supplies/IT	211.52							\$211.52
Other Costs	1,057.59	39.60				5,822.82		\$1,097.19
Parent Activities	1,007.56	50.00				343.71		\$1,057.56
Postage								\$0.00
Pre-Employment	105.00	44.00						\$149.00
Site Repair/Maintenance	3,707.07	419.38		135.07			39.68	\$4,261.52
Training	1,766.09	1,185.85	525.00		87.50	24.85		\$3,564.44
Vehicle Costs	3,107.00							\$3,107.00
Utilities	2,634.96	397.99	116.65	23.20	88.49		14.00	\$3,261.29
Total	\$26,712.51	\$2,857.92	\$1,095.64	\$371.97	\$236.44	\$6,398.82		\$31,274.48

**USDA / CACFP Monthly Report
HS and EHS Classrooms**

This report shows the numbers of meals and snacks served across Head Start as well as the reimbursement we receive from the USDA for these meals and snacks. The Head Start Act 642(d) (2) requires a monthly report of meals and snacks provided by the USDA to be reported monthly to the Policy Council and the Board.

Este informe muestra el número de comidas y meriendas servidos a través de todo el programa de Head Start, así como el reembolso que recibimos de USDA por las comidas y meriendas. La Ley de Head Start 462(d) (2) requiere que el programa de un informe mensualmente a Policy Council y a la Directiva.

Этот рапорт показывает количество обедов подаваемых в Head Start а так же размер компенсации получаемой нами от USDA. Акт 642(d)(2) Head Start требует ежемесячных рапортов в Совет Стратегии и в Совет Директоров о продовольствии предоставленном USDA.

USDA Reimbursement Rates for 2018-19

Meal	Rate per Meal
Breakfast	1.79
Lunch	3.545
Snack	0.91

November 2018

Meal	Number of meals served
Breakfast	13,369
Lunch	13,010
Snack	4,276
Total Reimbursement for the month:	\$72,205.76

December 2018

Meal	Number of meals served
Breakfast	9,104
Lunch	9,592
Snack	3,844
Total Reimbursement for the month:	\$53,797.84

Head Start and Early Head Start Non Federal Share Report

2018-19

This is a monthly report of the Head Start Program's Non- Federal Share (in-kind) as required by the Head Start School for Readiness Act of 2007. Federal funds are awarded to Head Start and Early Head Start programs with the stipulation that programs annually raise a 25% in kind match.

Este es un informe mensual del programa de Head Start requerido por la Preparación Escolar de la Ley 2007. Los Fondos Federales otorgados para el programa de Head Start y Early Head Start se estiman arriba del 25% anualmente (según diferentes tipos de donaciones).

Total Annual Budget	
Federal EHS Grant	\$1,491,196.00
Federal EHS Child Care Partnerships	\$1,567,424.00
Federal EHS Non-Partnership	
Federal HS Grant	\$5,157,545.00
TOTAL GRANT	\$8,216,165.00
Match Needed:	\$2,054,041.25

Available Match:	
Oregon Head Start	\$5,688,844.00
Oregon EHS	\$81,132.00
Portland Children's Levy	\$386,826
Total	\$6,156,802.00



ACTION

MT. HOOD COMMUNITY COLLEGE DISTRICT BOARD OF EDUCATION

DATE: *February 20, 2019*

ITEM TITLE: 4.2

CONTACT PERSON: *Ron Cutter, Senior Vice President, Brown & Brown Northwest Insurance*

SUBJECT: PACE MEMBER AGREEMENT



**FORM OF
JOINDER TO TRUST AGREEMENT
FOR MEMBERS**

By execution of this Joinder, the undersigned public body hereby agrees to become a party to, and is bound by, the Second Restatement of Declaration of Trust of the Property and Casualty Coverage for Education (PACE) effective as of July 1, 2019 (and as the same may be amended, supplemented or otherwise modified from time to time, the "Agreement"), by and among the Trustees and the Members, in the same manner as if the undersigned were an original signatory to such Agreement.

The undersigned represents and warrants that (i) the undersigned has received a copy of, and has reviewed the terms of, the Agreement and all related or relevant documents and agreements, (ii) undertakes to become a Member of the Property and Casualty Coverage for Education (PACE) with all the rights and obligations thereof, and (iii) such undertaking has been duly authorized as an intergovernmental agreement to create a program of self-insurance pursuant to ORS 30.282. Capitalized terms used but not defined in this Joinder shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder as of this 20 day of February, 2019.

Mt. Hood Community College
[Name of District]

By: _____
Name: Diane McKeel
Title: Board Chair

Address for Notices:
Deputy Clerk/Chief Operations Officer
26000 SE Stark ST
Gresham, OR 97030

With copies to:
Risk Manager
26000 SE Stark ST
Gresham, OR 97030



RESTATED TRUST AGREEMENT

Property and Casualty Coverage for Education

This Agreement is between the OREGON SCHOOL BOARDS ASSOCIATION, acting by and through its Board of Directors, and the Trustees named below who consent to act as trustees.

BACKGROUND:

- A. The Oregon School Boards Association, hereinafter referred to as “OSBA,” is an Oregon nonprofit public benefit corporation established to promote the common interests of its Members, as defined in the OSBA Bylaws and to institute programs to assist those Members in performing their governmental functions in a cost-effective way. The Members of the OSBA are political subdivisions including local school districts, education service districts, community college districts and the state board of education in the State of Oregon; and
- B. OSBA has agreed to establish a trust for Participants which desire to procure and maintain group insurance coverages or participate in group self-insurance for the benefit of such Members; and
- C. The purpose of this trust agreement is to establish a trust which will protect and manage insurance premiums, contributions and other collections related to the program; oversee the management and administration of the program; and approve the necessary contracts, insurance policies, premium and fee schedules, and other arrangements necessary to implement the program for the benefit of Participants that choose to participate; and

NOW, in consideration of the benefits to be derived for the participating Participants and the mutual promises and agreements set forth below, the parties agree as follows:

1. **Creation of Trust:** The name of the Trust is the “OSBA Property and Casualty Coverage for Education Trust” (the “Trust”) which shall be governed by the laws of the State of Oregon. The Trust shall be administered as provided in this agreement.
2. **Purposes of Trust:** The express purposes and primary objectives of the Trust are limited to performing essential governmental functions and all of the Trust’s income must accrue to the State of Oregon or its political subdivisions as required under IRC Section 115. The purposes of the Trust include the following:

- (a) To ensure that there is available to Participants a market for liability, property, crime and/or workers' compensation insurance coverage appropriate to the risks to which such Participants are exposed.
- (b) To aggregate the collective buying power of the Participants, and the economic advantages of individual and pooled risk retention where lawful and actuarially sound, and to reduce and stabilize the cost of funding insurance for those risks.
- (c) To provide Participants with expertise in the management of risk through loss prevention and loss control program, claims management and consulting, data gathering, information sharing and related services.
- (d) To act as an information resource to Participants in presenting to appropriate legislative bodies and committee's data related to the cost of public body risk in Oregon.
- (e) To create and act as a pooled self-insured retention fund for Participants, and to establish actuarially sound contribution schedules for Participants in such a pool at appropriate retention levels.
- (f) To receive, account for, invest and disburse as lawfully due and payable money collected from Participants as premiums, fees and other contributions to the Trust.
- (g) To promote the common interests of Participants and to institute programs to assist those Participants in performing their governmental functions in a cost-effective way.
- (h) To perform other activities as reasonable to achieve the list above, so long as such activity is allowable for an intergovernmental association under Oregon law.

3. Trustees:

- (a) **Number.** The Trust shall be managed by a board of nine trustees (the "Trustees") elected a by majority vote of the Board of Directors of OSBA.
- (b) **Composition.** All Trustees must be employed by a district, community college or ESD that is a member of OSBA, or serve on a board of a district, community college or ESD. No Trustee shall serve, and no appointment shall be effective, until such appointee acknowledges in writing full and, unconditional acceptance of the terms of this Trust.
- (c) **Term:** The term of office of a Trustee shall be for three years, except that the initial term of any Trustee may be one year, two years, or three years, to the end that in no year will the terms of more than one-third plus one of the Trustees expire.
- (d) **Appointment.** The Trustees shall nominate Trustee candidate(s) to OSBA. The nominees shall be elected by OSBA. If the list of candidates is not acceptable by OSBA, the Trustees will continue to nominate alternative candidate(s) for consideration until the list of candidates is accepted by OSBA. Vacancies in the office of a Trustee shall be filled by

a majority vote of Directors of OSBA from the nominations submitted by the Trustees.

- (e) **Ex Officio Trustee.** The Executive Director of OSBA or his/her designee shall be designated as the Program Administrator. The Program Administrator, or his/her designee, shall serve as an ex-officio nonvoting Trustee. The Trustees shall require the Program Administrator to keep and preserve minutes of the meetings of the Trustees and possess such powers and perform such duties as the holder of such an office usually has and performs.

4. **Powers of Board of Trustees:** In furtherance of the purposes set forth in this Trust, the Trustees shall have such powers as may be necessary or prudent to discharge their responsibilities in managing and controlling the Trust, including but not limited to the following powers:

- (a) To provide programs whereby Participants may obtain or participate in the coverage afforded by policies of insurance or participate in pooled self-insurance programs. To accept, determine and make reasonable arrangements for the payment by or on behalf of each Participant of all contributions and premiums due. To manage the assets of the Trust and adjust and pay authorized losses on behalf of its Participants.
- (b) To engage and oversee administrative services and other staff and to engage the services of competent professionals to provide services to the Trust and to purchase reinsurance or excess insurance as necessary to protect the interest of the Participants, to provide risk management and insurance related services to the Trust and its Participants, including such claims reporting and adjusting, auditing and record keeping, information sharing, underwriting, claims administration services, legal defense and settlement of claims, communications and marketing, loss control and prevention procedures and consulting, risk reduction and related administrative and consulting services as the Trustees deem appropriate. The Trustees may pay for such services out of Trust funds.
- (c) To review and approve policy forms, service contract forms, and other documents appropriate to the operation of the Trust and to establish the limits of authority of the persons engaged under Section (b) above.
- (d) To establish funding requirements for insurance coverages offered by the Trust; to establish procedures for the collection, investment and disbursement of moneys owed to and by the Trust; and to establish actions to be taken with respect to delinquent accounts receivable.
- (e) To establish standing committees and advisory committees to assist in policy and operations of the Trust and to appoint qualified persons to such committees.
- (f) To receive, hold, and manage premiums for such programs authorized by the Trustees, to invest, reinvest, and manage funds received for such purposes and to transmit to the proper recipient premiums received. To employ such agents, advisors and counsel as may be reasonably necessary in collecting, managing, administering, investing and

distributing the assets of the fund and to charge the expense thereof to the Trust.

- (g) The Trustees shall not be entitled to any remuneration for their services, but they may be reimbursed for reasonable expenses incurred by them in connection with the performance of their duties as Trustees. To the extent that such Trustee is reimbursed by a Participant or other entity for expenses as Trustee, such Trustee shall not be so reimbursed, but such reimbursement may be paid to the Participant or other entity, as the case may be, with respect to which such Trustee is an employee.
- (h) The Trustees may delegate any of their non-discretionary powers to the Program Administrator, service administrator or other staff retained by the Trustees as the Trustees deem it appropriate.
- (i) The Trustees shall require all persons performing services to the Trust to be bonded or insured in a form and amount set by the Trustees, the costs may, at the discretion of the Trustees, be paid out of Trust funds.
- (j) The Trustees may maintain bank accounts in such depositories as the Trustees may select and may empower any person or persons selected by them to draw and sign checks against any funds deposited therein and establish such accounts with financial and investment institutions and brokerages as may be necessary and prudent for the proper management of Trust funds. The Trustees may hold cash, uninvested, for such length of time as the Trustees may determine without liability for interest thereon.
- (k) To determine the general policy for operation of the Trust that shall be followed by all committees, officers, employees, agents, and independent contractors employed by the Trust.
- (l) To ensure the chair or vice-chair of the Trustees shall execute on behalf of the Trust all contracts, documents and pleadings as may be approved by the Trustees, provided that the Trustees may delegate to any person or firm engaged pursuant to Section 5(b) or (j) a limited agency authority to bind the Trust in certain cases or kinds of transactions to be specified by the Trustees.
- (m) To sue and be sued, or to prosecute and defend any and all actions affecting the Trust or its property, either in the name of the Trust or in their own names; to compromise or settle any suit, claims or demands, or waive or release any rights relating to the Trust or its property.
- (n) To have a judicial settlement of their accounts and judicial determination of any questions in connection with their duties and obligations hereunder, or in connection with the administration or distribution thereof. The costs and expenses, including accounting and legal fees, for such judicial settlement of accounts or other judicial determination shall be paid by the Trust as a general administrative expense to the extent permitted by applicable law.

- (o) To borrow or raise money for the purpose of the Trust in such amount, and upon such terms and conditions as the Trustees shall deem advisable; and for any sum so borrowed to issue the promissory note of the Trust, and to secure the repayment thereof by creating a security interest in all or any part of the property of the Trust; and no person lending such money shall be obligated to see that the money lent is applied to Trust purposes or to inquire into the validity, expedience or propriety of such borrowing. No such debt incurred by the Trust shall be deemed a debt of any Participant.
- (p) To continue to have and to execute, after the termination of the Trust and until final distribution, all of the titles, powers, discretions, rights and duties conferred or imposed upon the Trustees hereunder, or by law.
- (q) To acquire, hold, own, rent or lease, alone or in conjunction with any other party or parties and for the use in connection with the purposes of the Trust, any property, real or personal, and to pay the appropriate pro rata part of the mortgage payments, property taxes, assessments, insurance, maintenance and ordinary repairs on all such property.
- (r) To purchase as a general administrative expense of the Trust general liability insurance fidelity bonds and other insurance for the benefit of the Trust or the protection of the Trustees, Trust employees or agents against any losses by reason of errors or omissions, breach of fiduciary duty or negligence.
- (s) To construe and interpret this Trust Agreement.
- (t) Engage an independent and qualified actuary to perform actuarial calculations and provide advice regarding the sufficiency of the loss funds as frequently as is required for prudent management.
- (u) Hold meetings as specified in the Bylaws and maintain minutes of all meetings of the Trustees and Participants and distribute such minutes in a timely manner to all Trustees.

5. **Use of Trust Funds:**

- (a) Without further specific action of the Trustees, but subject to any limitations or conditions set by the Trustees in its bylaws or regulations, the administrators designated by the Trustees shall disburse or authorize disbursement of moneys from funds of the Trust for any of the following purposes:
 - (1) Payment of moneys due and certain under or by virtue of any contract, bond, or policy of insurance made or obtained by or on behalf of the Trust, including the costs of audits;
 - (2) Investment and reinvestment of Trust funds under such standards and limitations as may be approved by the Trustees;
 - (3) Payment of premiums due on fidelity, performance, errors and omissions, or other bonds and insurance which the Trustees may require in its bylaws to protect the Trust and the Trustees;

- (4) Reasonable and necessary expenses incurred by Trustees for such items as travel, meals, lodging, telephone calls and other out-of-pocket expenses incurred in performing their duties as Trustees, provided that the personal services and time devoted by Trustees shall not be compensated by Trust funds.
 - (5) Payments authorized by the Trust's annually approved budget.
 - (6) Payment of Participants claims, and defense costs will be paid from Trust loss funds
- (b) Except as provided in Section (a) above Trust funds shall not be disbursed, expended or indebted without express approval of the Trustees
 - (c) Surplus funds, including the income from investments of the Trust, in excess of obligations payable under this Section may, at the direction of the Trustees, be distributed in whole or in part, from time to time, to Participants in the program, either directly or by way of reduction of premiums, contributions or other fees assessed to Participants. Such distributions shall be based upon such formula as the Trustees shall approve. Except as provided in this section, investment income shall remain with the Trust for reinvestment or satisfaction of the obligations of the Trust as provided in Section (a).

6. Participants:

- (a) Participants must be either a Member of OSBA or a Charter School per SB 100 (1999 Oregon Laws Charter 200) that is sponsored by a participating Member of OSBA.
- (b) **Term of Participation.** Status as a Participant will be continuous unless terminated by the Participant, the Trust or by operation of law.
- (c) **Termination of Participation.** A Participant shall be suspended or expelled from the Trust in accordance with the provisions set forth below:
 - (1) Failure to pay any Contribution or Premium required by the Trustees when due and owing. Any Participant failing to pay a required Contribution or Premium may be suspended from membership by proper notice from the Program Administrator and thereafter shall have no right to coverage from the Trust for any occurrence or loss occurring after the date of the payment was due. If the Participant shall subsequently submit its payment within 30 days, the Program Administrator may reinstate such membership. The Program Administrator will notify the Trustees of any such termination or suspension.
 - (2) A material Breach of Trust Agreement or Bylaws.
 - (3) Failure to continue to meet the criteria required by any Insurer or the Trust including, without limitation, underwriting criteria.

- (4) Failure to comply in good faith with Loss Prevention Programs instituted by the Trust or noncooperation with staff of the Trust regarding loss prevention procedures including, without limitation, training programs.
- (5) Failure to maintain membership in the OSBA or, in the case of a Public Charter School, a revoking of the sponsorship by the Local Board that sponsored it. Such termination shall be effective as of the due date of such Participant's next Contribution to the Trust's policy expiration.

A Participant's suspension or expulsion shall be preceded by a 60-day written notice to the Participant from the Trustees or Administrator except that 10 days' notice shall be sufficient for nonpayment of all or any part of a Contribution or Premium as provided herein.

(d) **Obligations of Participants.** The obligations of Participants of the Trust shall be as follows:

- (1) To pay all Contributions and Premiums to the Trust at such times and in such amounts as shall be established by the Trustees within the scope of the Trust Agreement and Bylaws. To allow the Trust and its agents reasonable access to all facilities of the Participants and all records, including but not limited to financial records, which relate to the purposes or powers of the Trust.
- (2) To allow attorneys selected by the Trust or Program Administrator to represent the Participant in investigation, settlement discussions and any litigation arising out of any claim made against the Participant within the scope of coverage furnished by the Trust.
- (3) To furnish full cooperation with the claims adjusters, attorneys selected by the Trust any agent, employee, officer or independent contractor of the Trust, relating to the purposes and powers of the Trust.
- (4) To follow loss reduction and prevention procedures as reasonably required by the Trust
- (5) To report as promptly as possible all incidents which could result in a claim against the Trust.

7. **Participant Duties:**

- (a) **Participant Bound by Terms.** Each entity, on becoming a Participant, agrees to be bound by all provisions and terms of the Trust Agreement, Bylaws, Coverage Documents and other agreements entered into with the Trust or any of its Insurers.

8. **Accrual of Net Surplus:**

- (a) Net Surplus, if any, shall accrue to the Loss Funds as it is earned. No Participant shall have a legally enforceable right to any specific share thereof except as herein provided or as provided by law. Net Surplus

may, at the Trust's discretion, be distributed to the Participants as provided herein. Such distribution may be paid directly or by means of reduction in Contributions for similar coverage due in the next Fund Year.

(b) No distribution of Net Surplus, if any, shall be made in any manner to any Participant who withdraws prior to the computation and distribution of the net surplus.

(c) **Net Surplus Distribution.** The Trustees shall adopt and maintain a surplus distribution policy and shall make such a policy available to Participants upon request.

9. **Loss Funds Protection.**

(a) The Trust must maintain adequate reserves and adequate reinsurance in accordance with ORS 30.382

(b) **Excessive Losses - Non-Assessable Pool.** In the event that a single loss or series of losses by one Participant should exceed the amount of protection afforded by both the Loss Fund and other insurance carried by the Trust, then payment of valid losses shall be the obligation of the individual Participant or Participants against whom the claim(s) were made and perfected by judgment or settlement.

(c) **Transfers Among Loss Funds.** The Trustees may, in their sole discretion, transfer monies among Loss Funds in the event of excessive losses in any one Loss Fund.

(d) **Additional Insurance.** Membership in the Trust shall not preclude any Participant from purchasing insurance in addition to any coverage provided by the Trust.

10. **General Provisions:**

(a) **Title to Trust Assets.** Title to the funds and property of the Trust, including without limitation Loss Funds, shall be vested in and remain exclusively in the Trust and no Participant shall have any right, title or interest in the Loss Funds except as set forth in the Coverage documents nor any right to Contributions made or to be made thereto, nor any claim against any other Participant on account thereof, except as provided by law or by amendment to this Agreement.

(b) **Nonalienation of Benefits.** The funds and property of the Trust, including without limitation Loss Funds, shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge by any person other than the Trustees and their duly authorized representative to the extent and for the purposes as herein specifically provided.

(c) **Examination of Participant's Books and Records.** The Trustees their agents, employees and attorneys shall be permitted at all reasonable times prior to the expiration of two years after the termination of a Participant's participation in the Trust to examine the Participant's books, vouchers, contracts, documents and records of any and every

kind which show or tend to show or verify the amount which is payable from the Fund to such Participant or any of its employees.

- (d) **Examination of Trust Books and Records.** The Trustees shall arrange for an annual independent audit of the Trust's books, contracts, documents and records and shall make the audited financial statement available to all Participants.

11. **Termination of Trust:**

- (a) The Trust shall terminate upon the date on which Trust has no Participants or as required by law. In addition, OSBA may terminate the Trust by providing written notice of the intent to terminate. Such notice shall be delivered to all Trustees and Participants at least 90 days prior to such termination. In the event that OSBA terminates the Trust, the Trust shall begin to wind up its affairs but shall continue to exist until every policy, contract or other agreement under which any Participant participates in the services offered by, or is indemnified or insured by, or through the Trust is exhausted by payment of claims or is deemed unnecessary as a result of the passage of time.

- (1) Upon the dissolution, adjudication of bankruptcy or appointment of a receiver for OSBA.

(b) **Winding Up:**

- (2) Upon termination of the Trust, any excess funds held in the Trust after payment of all Premiums, just claims and expenses shall be first distributed to Participants for the payment of all liabilities incurred prior to such termination and for liquidation of all assets of the trust. Upon satisfaction of all obligations of the Trust, all remaining assets of the Trust shall be returned to current Participants based on a formula of historic contributions and losses established by the Trustees.

- (3) Automatic termination as provided in Sections (1), (2) and (4) shall not affect the rights of any Participants under any "policy" of "insurance" underwritten by an "insurer" other than the Trust, as the terms "policy", "insurance" and "insurer" are defined in the Oregon Insurance Code.

- (4) No Participant shall be responsible for any claim or judgment against any other Participant or the Trust except to the extent of the assets of the loss fund, any insurance carried by the Trust and future contributions as provided herein.

- (5) The Trustees shall continue to serve in office until all obligations of the Trust have been fully and finally discharged or adequately provided for. Thirty days prior to the termination of the Trust, the Trustees shall notify Participant of such termination.

12. **Withdrawal:** Upon the termination of all participation in the programs of the Trust, including but not limited to coverage under all Coverage Documents with respect to a Participant, a Participant's membership shall cease.

13. Dispute Resolution Process:

- (a) **Appeal to Board of Trustees:** In the event of any dispute arising from the operation of the Trust, the affected Participant shall first appeal to the Trustees. In a matter relating to a claim under a pooled insurance fund coverage document, the appeal must be made within 30 days of the trust's proposed resolution of the disputed claim unless otherwise provided in the contract of coverage. To institute an appeal, the Participant must give written notice to the Chair or Vice-Chair of the Trust providing a written summary of the dispute, detailing in reasonable detail the facts and circumstances of the issues and the requested remedies. At the next scheduled Trust meeting or at such other time as determined by the Chair, the Trustees will review the matter, using procedures as promulgated by the Trust. The Trustees' decision will be communicated to the Participant within 90 days of the Trustees' hearing the appeal.
- (b) **Mandatory Mediation:** If a dispute is not resolved by appeal to the Trustees, it must be submitted to the Arbitration Services of Portland ("ASP"), or its successor, for mediation. The Trust or any Participant may commence mediation by providing ASP and the other affected parties a written request for mediation, setting forth the subject of the dispute and the relief requested. The Trust and each affected Participant shall cooperate with ASP and with one another in selecting a mediator from the ASP panel of neutrals and in scheduling the mediation proceedings. They agree that they will participate in the mediation in good faith and that they will share equally in the costs (the Trust will pay one half of the costs and the other half will be paid by the affected Participant, or if more than one Participant, each shall contribute equally to that half or otherwise as they may agree). All of the offers, promises and conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any ASP employees, are confidential and privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, providing that evidence that is otherwise admissible and discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- (c) **Mandatory Arbitration:** If the matter is not resolved through mediation, then it shall be submitted to ASP, or its successor, for final and binding arbitration pursuant to the rules for commercial arbitration for ASP. The Trust or a Participant may initiate the arbitration with respect to the matter submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the parties agree. At no time prior to the Earliest Initiation Date will either side initiate an arbitration or litigation related to this Agreement, except as provided by the rules of commercial arbitration for ASP or by

agreement of the parties. All applicable statutes of limitations and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The parties will take such action, if any is required, to effectuate such tolling. The dispute will be settled by a single arbitrator. The parties will cooperate with ASP and with one another in selecting an arbitrator and in scheduling arbitration proceedings. Arbitration will occur in Salem, Oregon unless the parties otherwise agree. The parties will be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure, subject to limitation by the arbitrator to secure the just and efficient resolution of the dispute. If the amount in controversy exceeds \$250,000, the arbitrator's decision shall include a statement specifying in reasonable detail the basis for and computation of the amount of the award, if any. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits. The decision of the arbitrator will be final and binding. The party prevailing in the arbitration will also be entitled to recover any amount for his/her costs and attorney fees incurred in connection with the arbitration as determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction.

(d) **Coverage Agreement Dispute Resolution:** The dispute resolution provision in any coverage agreement issued by the Trust shall apply for the matters to which such provisions are made applicable in the coverage agreement and shall supersede the dispute resolution provisions of this Section 13. If a coverage agreement is silent, or the dispute resolution contained within it do not apply to a particular dispute, the dispute resolution provision of this Section 13 shall apply.

14. **Amendment:** OSBA reserves the right to alter, amend or terminate this Trust and the terms under which it exists at any time by a memorandum in writing delivered to the Trustees, provided any such change or termination shall not prejudice the rights of any Participant with respect to any accrued right or claim. In order to advise OSBA on any proposed material change to the provisions of this Trust Agreement, the Trustees shall prepare an impact statement to determine the financial impact, if any, on Trust operations and fiscal stability of the proposed changes to the Trust Agreement. The Trustees will provide a 30-day notice to Participants by sending a written copy of the impact statement to the participating Participants.
15. **Severability:** If any provision of this Agreement is adjudicated to be invalid, unenforceable or unconstitutional, the remainder of the provisions not subject to such adjudication shall not be affected and shall continue in full force and effect.
16. **Joinders:** Any joinder to this Agreement executed by a Participant will be deemed to be that Participant's assent to the entirety of this Agreement, as if such had executed an original of this Agreement.

17. **Indemnification:** Trustees, officers and employees of the Trust shall use ordinary care and diligence in the exercise of their powers and in the performance of their duties. They shall not be liable for any mistakes of judgment or other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of funds or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. No Trustee shall be required to give a bond or other security to guarantee the faithful performance of their duties hereunder. The Trust shall defend, hold harmless and indemnify the individual Trustees, officers and employees of the Trust from any and all demands, claims, suits, actions and legal proceedings brought against them in their official capacity as agents of the Trust. The incident must have occurred while the Trustee, officer or employee of the Trust, was acting within the scope of official duties. This indemnification excludes any duty to indemnify and individual from and criminal investigation or prosecution/litigation, however the Trust may procure such insurance coverage for criminal matters which is within the authority of the Trust to provide under state law.

IN WITNESS WHEREOF, by action of OSBA, this Trust Agreement is approved and OSBA by and through its authorized officers, has caused this Agreement to be executed in its name and on its behalf as of this 11th day of November 2018.

OREGON SCHOOL BOARDS ASSOCIATION

By:  _____

OSBA President, LeeAnn Larsen

By:  _____

OSBA Secretary-Treasurer, Maureen Wolf

PROPERTY & CASUALTY COVERAGE FOR EDUCATION

We, the undersigned Trustees, having been duly appointed to carry out the provisions of the above Trust Agreement, do hereby approve, affirm and accept such Trust.

Date: November 16 ,2018


Debbie Laszlo, Chair

Date: November 16 ,2018


Sharla Andresen, Vice Chair

Date: November 16 ,2018


Adam Stewart, Trustee

Date: November 16 ,2018


Brett Yancey, Trustee

Date: November 16 ,2018


Craig Prewitt, Trustee

Date: November 16 ,2018

Tenneal Wetherell, Trustee

Date: November 16 ,2018


Marie Knight, Trustee

Date: November 16 ,2018


Mike Schofield, Trustee

Date: November 16 ,2018

Tim Belanger, Trustee



ACTION

MT. HOOD COMMUNITY COLLEGE DISTRICT BOARD OF EDUCATION

DATE: *February 20, 2019*

ITEM TITLE: 4.3

CONTACT PERSON: *Jennifer DeMent, Chief Operations Officer*

SUBJECT: STUDENT HUB PROCUREMENT

Selection of Vendor for the New Student Experience Remodel

MHCC has completed a competitive solicitation for vendors to remodel the Student Hub/New Student Experience space. Three proposals were received in response to the solicitation. Administration recommends awarding the contract to Grow Construction LLC. The term of this contract will be through approximately August 31, 2019.

Total cost of all phases is \$275,000. Project was bid in phases and completion of all phases is contingent on funding appropriations.

RECOMMENDATION:

Approval to contract with Grow Construction LLC to provide remodeling services.



ACTION

MT. HOOD COMMUNITY COLLEGE DISTRICT BOARD OF EDUCATION

DATE: *February 20, 2019*

ITEM TITLE: 4.4

CONTACT PERSON: *Diane McKeel, Board Chair*

SUBJECT: RESOLUTION 2019-01: MT. HOOD COMMUNITY COLLEGE BOARD CALLS ON THE OREGON LEGISLATURE TO FUND COMMUNITY COLLEGES