



CENTRAL OREGON  
COMMUNITY COLLEGE  
Board of Directors' Meeting – AGENDA  
Wednesday, May 13, 2020 – 7:15 P.M.  
Zoom Conferencing

TIME**	ITEM	ENC.*	ACTION	PRESENTER
7:15 pm	I. <b>Call to Order</b>			Craska Cooper
	II. <b>Introduction of Guests</b>			Craska Cooper
	III. <b>Agenda Changes</b>			
	IV. <b>Public Comment</b>			
	A.			
	V. <b>Consent Agenda***</b>			
	A. Minutes			
	1. Regular Meeting (April 8, 2020)	5.a1	X	Smith
	B. Personnel			
	1. New Hire Report (April 2020)	5.b1	X	Boehme <sup>A</sup>
	C. Contract Approvals			
	1. Gonzales	5.c1	X	✓
	2. Jordan	5.c2	X	✓
	3. Myers	5.c3	X	✓
	4. Reeves	5.c4	X	✓
	D. Budget Appropriation Review 2019-20	5.d	X	Dona <sup>A</sup>
	E. End-of-Year General Fund Transfer	5.e	X	Dona <sup>A</sup>
	VI. <b>Information Items</b>			
	A. Financial Statements	6.a		Dona <sup>A</sup>
	VII. <b>Old Business</b>			
	A. Due Diligence Extension	7.a	X	McCoy <sup>P</sup>
VIII. <b>NEW BUSINESS</b>				
A. Community Enrichment Indicators	8.a	X	Chesley <sup>P</sup>	
B. Suspended Wildland Programs	8.b	X	Julian <sup>A</sup>	
IX. <b>Board of Directors' Operations</b>				
A. Board Member Activities			Craska Cooper	
X. <b>President's Report</b>			Chesley	
A. #RealColleges Survey	10.a		Moore <sup>P</sup>	
B. 2020 Student Campus Climate Survey	10.b		Walker/Nunes <sup>P</sup>	
XI. <b>Dates</b>				
A. Wednesday, June 10 - Board of Directors' Meeting - Location: TBD				

## XII. Adjourn to Executive Session

ORS 192.660 (2)(i) Performance Evaluation of Executive Officers

Adjourn to Open Session

ADJOURN

\* Material to be distributed at the meeting (as necessary).

\*\* **Times** listed on the agenda are approximate to assist the Chair of the Board.

\*\*\* Confirmation of Consent Agenda items submitted by the President. Any item may be moved from the Consent Agenda to Old/New Business by a Board Member asking the Chair to consider the item separately.

**P** = indicates a Presentation will be provided. **A** = indicates the presenter is Available for background information if requested.



Central Oregon Community College  
Board of Directors' Meeting  
MINUTES  
Wednesday, April 8, 2020 –5:45 PM & 7:15 PM  
ZOOM Conferencing

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**PRESENT:** Laura Craska Cooper, Erica Skatvold, Bruce Abernethy, Alan Unger, Jim Clinton, Joe Krenowicz, Oliver Tatom, Mark Reinecke-Board Attorney, Laurie Chesley-President, Julie Smith-Executive Assistant

**CALL TO ORDER:** Laura Craska Cooper, Board Chair

**INTRODUCTION OF GUESTS:**

**Guests:** Roger Detweiler

**Budget Committee Members:** Doug Ertner, Richard Hurd, Gayle McConnell, Harry Hamilton, Mark Copeland, Jasmine Barnett

**COCC Faculty & Staff:** Betsy Julian, Matt McCoy, David Dona, Alicia Moore, Dan Cecchini, Zak Boone, Laura Boehme, Ron Paradis, Steve Broadbent, Lisa Bloyer, other attendees via Facebook

**ELECTION OF BUDGET COMMITTEE CHAIR:**

**Erica Skatvold moved to nominate Doug Ertner as Chair of the 2020-2021 Budget Committee. Gayle McConnell seconded. Motion Carries Unanimously. Approved. M04/20:1**

**APPOINTMENT OF NEW BUDGET COMMITTEE MEMBER (Exhibit: 3.a):**

**Alan Unger moved to approve the budget committee appointment of Roger Detweiler for Zone 6. Joe Krenowicz seconded. Motion Carries Unanimously. Approved. M04/20:2**

5:55 p.m. Adjourn – Regular Board of Directors' Meeting

5:56 p.m. Convene – Budget Committee Meeting

7:30 p.m. Adjourn – Budget Committee Meeting

7:32 p.m. Re-Convene – Regular Board of Directors' Meeting

**CONSENT AGENDA:**

**Bruce Abernethy moved to approve the Consent Agenda (Exhibits: 10.a1, 10.a2, 10.b1, 10.b2a, 10.b2b). Jim Clinton seconded. Motion Carries Unanimously. Approved. M04/20:3**

BE IT RESOLVED that the Board of Directors approved the Regular Meeting Minutes of March 11, 2020 and March 20, 2020 (Exhibits: 10.a1 & 10.a2);

BE IT RESOLVED that the Board of Directors reviewed and approved the March 2020 New Hire Report (Exhibit: 10.b1);

BE IT RESOLVED that the Board of Directors approved the contracts for Diane Pritchard as Director of CAP (Career, Academic and Personal Counseling) Services (Exhibit: 10.b2a) and Cathleen Knutson as Director of Fiscal Services (Exhibit: 10.b2b).

INFORMATION ITEMS:

Financial Statements – (Exhibit: 11.a)

The Board of Directors was apprised of the February 2020 Financial Statements.

NEW BUSINESS:

Tuition and Fees (Exhibit: 12.a)

As the College strives to develop new programs, delivery systems, and maintain comprehensive quality programs and essential support services to students on all campuses, staff recommends the 2020-21 tuition rate for all residency categories increase by approximately 3%.

Additionally, COCC assesses three fees on a per credit basis to all credit students:

- Technology
- Student Activities
- Green Energy.

Student Activities and Green Energy have dedicated purposes, while the Technology fee supports one of the fastest growing impactful areas in the College. As was discussed and recommended during the past two budget development years, the recommendation is to increase the technology fee \$3. per credit for 2020-21 to \$15 per credit. There is no proposed increase in the other two current fee categories.

Joe Krenowicz moved to approve the proposed 2020-21 tuition and fee rates as presented in Section A of Exhibit: 12.a. Alan Unger seconded. Motion Carries Unanimously. Approved.  
M04/20:4

BOARD OF DIRECTORS' OPERATIONS

Board Member Activities

Alan Unger	Real Estate Committee Meeting via Zoom conferencing Interview phone call with new budget committee candidate Roger Detweiler March 20 Special Board Meeting via teleconference
Bruce Abernethy	Real Estate Committee Meeting via Zoom conferencing Interview phone call with new budget committee candidate Roger Detweiler March 20 Special Board Meeting via teleconference Accreditation Meeting – Phone Call
Erica Skatvold	March 20 Special Board Meeting via teleconference Phone Calls with President Chesley and Board Chair, Laura Craska Cooper Accreditation Meeting – Phone Call
Joe Krenowicz	Video teleconferencing and phone calls Phone Calls that include Ken Betschart, Director of COCC's SBDC re: Small Businesses March 20 Special Board Meeting via teleconference



Erica Skatvold moved to approve and proceed with the MOU with the ABS Association and continue the current agreement and contract for ABS thru June 30, 2021. Bruce Abernethy seconded. Approved. Motion Carries Unanimously. M04/20:5

MOU with Classified Association (Exhibit: 19.b)

Bruce Abernethy moved to approve and proceed with the MOU with the Classified Association and continue the current agreement and contract for Classified thru June 30, 2021. Oliver Tatom seconded. Approved. Motion Carries Unanimously. M04/20:6

Laura Boehme-Director of Human Resources expressed her appreciation to the following for their work with the MOUs - Alicia Moore-Vice President for Student Affairs, Justin Koon-Classified Association President, Angie Ptomey-Adult Basic Skills Faculty member, Jenni Newby-Instructional Dean and President Laurie Chesley.

Addition of Agenda Item

Jim Clinton moved to add under New Business, Item 19.c Aviation Program. Oliver Tatom seconded. Approved. Motion Carries Unanimously. M04/20:7

Aviation Program (Item 19.c)

Alan Unger moved to proceed with instructing our Legal Team to file a complaint in US District Court concerning the Veterans Administration Aviation claims. Joe Krenowicz seconded. Approved. Motion Carries Unanimously. M04/20:8

ADJOURN: 8:25 PM

APPROVED;

ATTEST TO;

\_\_\_\_\_  
Ms. Laura Craska Cooper, Board Chair

\_\_\_\_\_  
Dr. Laurie Chesley, President



**Central Oregon Community College**  
**Board of Directors**  
New Hires Report  
Date of Hire: April 1-30, 2020

May 13, 2020  
Exhibit: 5.b1

<b>Name</b>	<b>Hire Date</b>	<b>Job Description</b>	<b>Department</b>
<b>Classified Full-Time</b>			
Fricks, Bethany	4/13/2020	Program Technical Specialist	Office Dean of Student & Enroll Svc
<b>Temporary Hourly</b>			
Baunsgard, Neil	4/3/2020	Geology Field Assistant	Geology
Gilbertson, Anthony Ryan	4/1/2020	Psych. Lab/Teach Assist	Psychology
Joslin, Wendy A	4/1/2020	Admin Assistant Humanities	Humanities Office
Sigona, Quincey	4/6/2020	Licensed Massage Therapy TA	Licensed Massage Therapy



## Central Oregon Community College Board of Directors: Resolution

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<b>Subject</b>	Approve the contract for <b>Anton Gonzalez</b> as <b>HEP (High School Equivalency Program) Bilingual Instructional Coach</b>
<b>Student Success</b>	SS-2: Enhance and promote the resources and tools available to help students efficiently complete their academic goal.
<b>Student Experience</b>	SE-3: Promote diversity, inclusiveness and community on all campuses and online.
<b>Prepared By</b>	<b>Laura Boehme, Chief Human Resources Officer</b>

### A. Background

The HEP Bilingual Instructional Coach position is a grant funded position in partnership with Better Together (High Desert ESD) to offer Spanish GED instruction and support to non-native English speakers. Grant outcomes include transitioning students who complete the GED into postsecondary education and training at COCC. Most of these students are first-generation college students, and to meet the grant outcomes, they will need additional support navigating college processes.

### B. Options/Analysis

- Approve the employment contract for **Anton Gonzalez**
- Decline approval of the employment contract for **Anton Gonzalez**

### C. Timing

The **HEP Bilingual Instructional Coach** position is a 1.0 FTE, 12-month employment contract each fiscal year. For the 2019-20 fiscal year, the initial employment contract period will be from April 20, 2020 to June 30, 2020. As with all other full-time Administrator employees, a new contract will be prepared for the next academic year that begins on July 1, 2020.

### D. Budget Impact

This position is in the 2019-20 budget and conforms to the current approved Administrator salary schedule.

### E. Proposed Resolution

Be it resolved that the Central Oregon Community College Board of Directors hereby approve the employment contract for **Anton Gonzalez** as **HEP Bilingual Instructional Coach**.

Mr. Gonzalez served as a teacher, middle school director and consultant at Terramar Escuela Viva, a pre-school, elementary and middle school located in Tepoztlan, Morelos, Mexico. Prior to this, Mr. Gonzalez served as a farm middle school manager and as a volunteer adult educator in rural Mexico. His experience includes teaching adults from disadvantaged communities how to read and write, developing unique educational approaches for different populations and providing a sense of community, cooperation and growth among staff and students. Mr. Gonzalez earned a Bachelor's degree in Social Anthropology from Anthropology and History National School in Mexico City, Mexico.





## Central Oregon Community College Board of Directors: Resolution

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<b>Subject</b>	Approve the contract for <b>David Jordan</b> as <b>Engineering Systems Administrator</b>
<b>Institutional Efficiency</b>	IE-1: Improve practices and systems related to providing a supportive and productive workplace.
<b>Student Success</b>	SS-2: Enhance and promote the resources and tools available to help students efficiently complete their academic goal.
<b>Prepared By</b>	<b>Laura Boehme, Chief Human Resources Officer</b>

### A. Background

The Engineering Systems Administrator is a replacement position.

### B. Options/Analysis

- Approve the employment contract for **David Jordan**
- Decline approval of the employment contract for **David Jordan**

### C. Timing

The **Engineering Systems Administrator** position is a 1.0 FTE, 12-month employment contract each fiscal year. For the 2019-20 fiscal year, the initial employment contract period will be from May 4, 2020 to June 30, 2020. As with all other full-time Administrator employees, a new contract will be prepared for the next academic year that begins on July 1, 2020.

### D. Budget Impact

This position is in the 2019-20 budget and conforms to the current approved Administrator salary schedule.

### E. Proposed Resolution

Be it resolved that the Central Oregon Community College Board of Directors hereby approve the employment contract for **David Jordan** as **Engineering Systems Administrator**.

Mr. Jordan most recently worked as an IT Infrastructure Engineer, providing engineering, infrastructure and customer facing support for multiple departments. Mr. Jordan has held multiple other IT positions, including Desktop Support Manager and Systems Engineer. Mr. Jordan earned a Bachelor's degree in English/Creative Writing from California State University and Certificates in A+ and Microsoft Certified Solutions Expert from Stanhope College.



## Central Oregon Community College Board of Directors: Resolution

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<b>Subject</b>	Approve the contract for <b>Kathryne Myers</b> as <b>Interim Building Maintenance Coordinator</b>
<b>Institutional Efficiency</b>	IE-1: Improve practices and systems related to providing a supportive and productive workplace. IE-2: Develop effective and efficient policies and procedures that are applied uniformly across the College.
<b>Prepared By</b>	<b>Laura Boehme, Chief Human Resources Officer</b>

### A. Background

The Interim Buildings Maintenance Coordinator position replaces the Buildings Maintenance Supervisor position, which has been vacant since June 2019.

### B. Options/Analysis

- Approve the employment contract for **Kathryne Myers**
- Decline approval of the employment contract for **Kathryne Myers**

### C. Timing

The **Interim Building Maintenance Coordinator** position is a 1.0 FTE, 12-month employment contract each fiscal year. For the 2019-20 fiscal year, the initial employment contract period will be from April 1, 2020 to June 30, 2020. As with all other full-time Administrator employees, a new contract will be prepared for the next academic year that begins on July 1, 2020.

### D. Budget Impact

This position replaces the Buildings Maintenance Supervisor position, which is in the 2019-20 budget and conforms to the current approved Administrator salary schedule. This position will be evaluated in July 2020 to determine if the College budget includes funding for the position going forward.

### E. Proposed Resolution

Be it resolved that the Central Oregon Community College Board of Directors hereby approve the employment contract for **Kathryne Myers** as **Interim Buildings Maintenance Coordinator**.

Ms. Myers most recently served as the Administrative Assistant in Campus Services where she assumed additional responsibilities coordinating maintenance activities for the College. Ms. Myers' excellent customer service skills and ability to accomplish tasks quickly and in an organized manner prompted this appointment to Interim Buildings Maintenance Coordinator. Previously, she worked in the Regional Outreach Center at Eastern Oregon University and in multiple roles at COCC including Coats Campus Center Information Specialist and Administrative Assistant in CAP Services. Ms. Myers earned a Master of Arts degree in International Training and Education from American University in Washington, D.C., a Bachelor's degree in Human Development and Family Science from Oregon State University, Cascade and an Associate's degree in Early Childhood Education from Central Oregon Community College.



## Central Oregon Community College Board of Directors: Resolution

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<b>Subject</b>	Approve the contract for <b>Jason Reeves</b> as <b>Senior Systems Administrator – Account and Team Support Specialist</b>
<b>Institutional Efficiency</b>	IE-1: Improve practices and systems related to providing a supportive and productive workplace.
<b>Student Success</b>	SS-2: Enhance and promote the resources and tools available to help students efficiently complete their academic goal.
<b>Prepared By</b>	<b>Laura Boehme, Chief Human Resources Officer</b>

### A. Background

The Senior Systems Administrator – Account and Team Support Specialist position is a replacement position.

### B. Options/Analysis

- Approve the employment contract for **Jason Reeves**
- Decline approval of the employment contract for **Jason Reeves**

### C. Timing

The **Senior Systems Administrator – Account and Team Support Specialist** position is a 1.0 FTE, 12-month employment contract each fiscal year. For the 2019-20 fiscal year, the initial employment contract period will be from April 16, 2020 to June 30, 2020. As with all other full-time Administrator employees, a new contract will be prepared for the next academic year that begins on July 1, 2020.

### D. Budget Impact

This position is in the 2019-20 budget and conforms to the current approved Administrator salary schedule.

### E. Proposed Resolution

Be it resolved that the Central Oregon Community College Board of Directors hereby approve the employment contract for **Jason Reeves** as **Senior Systems Administrator – Account and Team Support Specialist**.

Mr. Reeves most recently served as a Hardware/Software Engineer for Central Oregon Community College where his responsibilities included developing and maintaining workstations and deploying systems that support, monitor and enhance the engineering components of the IT Infrastructure. Prior to this, Mr. Reeves held multiple other IT positions outside of COCC, including Technology Support Specialist, Information Systems Foreman and Information Systems Specialist. Mr. Reeves earned a Bachelor's degree in Theology from Indiana Bible College and an Associate's degree in Computer Information Systems from Ivy Tech Community College.



## Central Oregon Community College Board of Directors: Resolution

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<b>Subject</b>	Appropriation Review for fiscal year 2019-20
<b>Strategic Plan Connection</b>	Institutional Efficiency
<b>Prepared By</b>	David Dona, Chief Financial Officer

### A. Background

Every year the College performs a budget review of its appropriation units. Due to the difficulty in precise estimation of appropriation levels, it is sometimes necessary at year-end to transfer budget and appropriation authority to reflect actual and anticipated transaction activity. ***These changes reflect budget adjustments, not increases to the total budget.***

The required appropriation adjustments are the result of:

- Grants and Contracts fund – the College received several unanticipated new grants this fiscal year.

These requested changes to the above appropriation units are necessary to meet the needs of the College and remain in compliance with local budget law. Therefore, an adjustment to the appropriation authority is requested to the accounts identified on the attached budget change form.

### B. Options

- 1) Approve the budget and appropriation transfer.
- 2) Do not approve the budget and appropriation transfer.

### C. Timing

This action is required at this time in order to allow the College to remain in full compliance with local budget law.

### D. Budget Impact

There is no impact to the total budget. Changes reflect adjustments to budget categories as identified on the attached budget form.

### E. Proposed Resolution

Be it resolved that the Central Oregon Community College Board of Directors does hereby authorize the transfer of budget and an equal amount of appropriation authority as specified on the attached budget change form.

Central Oregon Community College  
Budget Change Form

No. \_\_\_\_\_  
(Fiscal Services Use only)

Budget Year 2019-20

Fiscal Services  
(Department or Office)

Do you want this change to be temporary or to carry forward to future years? Temp  Perm

Appropriation Unit	Banner Index	Account Number	Amount Increase	Amount Decrease
Special Revenue Fund - State Grants		62000	200,000	
Special Revenue Fund - Other Grants		62000	50,000	
Special Revenue Fund - New Programs		61000		250,000
Total			250,000	250,000

**Total of Debits + Credits**      **\$ 500,000**

Reason for Budget Change: Year end appropriation review

Date	David Dona
Date	Change Requested By
Date	David Dona
Date	CFO Approval
Date	Reviewed by Director of Fiscal Services
Date	President's Approval
Date	Board's Approval

(9/16)



## Central Oregon Community College Board of Directors: Resolution

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<b>Subject</b>	Approval of the 2019-20 End-of-Year General Fund transfer-out.
<b>Strategic Plan Connection</b>	Institutional Efficiency
<b>Prepared By</b>	David Dona, Chief Financial Officer

### A. Background

Part of the 2020-21 budget development strategy includes a \$500,000 end-of-year transfer from the General Fund to the Capital Projects Fund (IT Server/Infrastructure \$200,000 and Technology Life-Cycle \$300,000) for the current year. This transfer moves some of the surplus general fund reserve funding that is above the Board's mandated 10% reserve requirement to the Capital Projects Fund. After this transfer, the general fund reserve is projected to be \$5.2 million (11.4%), which is \$631,000 over the required \$4.5 million reserve requirement. This current year transfer-out eliminates the scheduled general fund transfer-out for the next fiscal year to the Capital Projects Fund effectively reducing the 2020-21 budgeted expenditures by \$500,000.

### B. Options

- 1) Approve 2019-20 end-of-year transfer-out from the general fund.
- 2) Do not approve 2019-20 end-of-year transfer-out from the general fund.

### C. Timing

Approval of the proposed 2019-20 end-of-year transfer-out is requested at this time. Approval now will facilitate the remainder of the budget process, which involves adoption of the budget by the Board of Directors in June after an additional public hearing.

### D. Budget Impact

This transfer reduces the current year's General Fund ending fund balance by \$500,000 and increases the Capital Projects ending fund balance by \$500,000. The transfer will reduce current year budgeted expenditure appropriations (including operating contingency) and increase transfers-out appropriations by an equal amount.

### E. Proposed Resolution

Be it resolved that the Central Oregon Community College Board of Directors does hereby approve the 2019-20 end-of-year transfer-out of \$500,000 from the General Fund to the Capital Projects Fund as presented in Section A.

Central Oregon Community College  
Monthly Budget Status  
Highlights of March 2020 Financial Statements

**Cash and Investments**

The College's operating cash balances currently total \$38.6 million. The March average yield for the Local Government Investment Pool is down to 2.08 percent from last report of 2.25 percent.

**General Fund Revenues**

Spring term registration continues this month increasing tuition and fee revenues by \$2.4 million over the prior month. All budgeted transfers-in have been posted for the year.

**General Fund Expenses**

The expenses through March 2020 include the required budgeted inter-fund transfers-out for the fiscal year.

**Budget Compliance**

All general fund appropriation categories are within budget.

Central Oregon Community College

Cash and Investments Report

As of March 31, 2020

College Portfolio	<u>Operating Funds</u>	<u>Trust/Other Funds</u>
<b>Cash in State Investment Pool</b>		
4089 - General operating fund	\$ 37,715,158	
3624 - Robert Clark Trust		\$ 386,071
 March Average Yield 2.08%		
<b>Cash in USNB</b>	\$ 926,447	
<b>Cash on Hand</b>	\$ 4,600	
 Total Cash	<u>\$ 38,646,205</u>	<u>\$ 386,071</u>



**Central Oregon Community College**  
**Monthly Budget Status**  
**March 2020**

**Exhibit 6a**  
13-May-20

<u><b>General Fund</b></u>	<u><b>Adjusted Budget</b></u>	<u><b>Year to Date Activity</b></u>	<u><b>Variance Favorable (Unfavorable)</b></u>	<u><b>Percent of Budget Current Year</b></u>	<u><b>Percent of Budget Prior Year</b></u>
<b>Revenues</b>					
District Property Taxes:					
Current Taxes	\$ 17,814,000	\$ 17,190,180	\$ (623,820)	96.5%	97.8%
Prior Taxes	447,000	577,470	130,470	129.2%	62.5%
Tuition and fees	17,691,000	17,489,758	(201,242)	98.9%	98.7%
State Aid	7,510,000	8,868,175	1,358,175	118.1%	72.1%
Program and Fee Income	72,100	19,541	(52,559)	27.1%	44.8%
Interest & Misc. Income	150,000	49,120	(100,880)	32.7%	35.4%
Transfers-In	2,160,000	2,160,000	-	100.0%	100.0%
<b>Total Revenues</b>	<b>\$ 45,844,100</b>	<b>\$ 46,354,244</b>	<b>\$ 510,144</b>		
<b>Expenses by Function</b>					
Instruction	\$ 21,665,951	\$ 15,016,063	\$ 6,649,888	69.3%	68.4%
Academic Support	4,047,864	2,932,528	1,115,336	72.4%	69.3%
Student Services	5,036,105	3,096,189	1,939,916	61.5%	63.4%
College Support	5,674,552	4,008,469	1,666,083	70.6%	69.4%
Plant Operations and Maintenance	4,708,626	2,789,363	1,919,263	59.2%	63.3%
Information Technology	4,688,710	2,802,634	1,886,076	59.8%	63.7%
Financial Aid	112,897	76,859	36,038	68.1%	55.2%
Contingency	800,000		800,000	0.0%	0.0%
Transfers-Out	1,766,076	1,774,076	(8,000)	100.5%	100.1%
<b>Total Expenses</b>	<b>\$ 48,500,781</b>	<b>\$ 32,496,181</b>	<b>\$ 16,004,600</b>		
<b>Revenues Over/(Under) Expenses</b>	<b>\$ (2,656,681)</b>	<b>\$ 13,858,063</b>	<b>\$ 16,514,744</b>		

**Central Oregon Community College**  
**Monthly Budget Status**  
**March 2020**

**Exhibit 6a**  
13-May-20

	<u>Adopted Budget</u>	<u>Year to Date Activity</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Percent of Budget Current Year</u>	<u>Percent of Budget Prior Year</u>
<b><u>Non General Funds</u></b>					
<b>Debt Service Fund</b>					
Revenues	\$ 5,734,897	\$ 5,355,105	\$ (379,792)	93.4%	95.3%
Expenses	5,803,480	2,393,661	3,409,819	41.2%	42.1%
<b>Revenues Over/(Under) Expenses</b>	<b>\$ (68,583)</b>	<b>\$ 2,961,444</b>	<b>\$ 3,030,027</b>		
<b>Grants and Contracts Fund</b>					
Revenues	\$ 3,856,835	\$ 1,464,244	\$ (2,392,591)	38.0%	45.0%
Expenses	3,880,754	1,807,307	2,073,447	46.6%	50.1%
<b>Revenues Over/(Under) Expenses</b>	<b>\$ (23,919)</b>	<b>\$ (343,063)</b>	<b>\$ (319,144)</b>		
<b>Capital Projects Fund</b>					
Revenues	\$ 397,942	\$ 511,528	\$ 113,586	128.5%	97.9%
Expenses	3,831,265	1,081,412	2,749,853	28.2%	22.4%
<b>Revenues Over/(Under) Expenses</b>	<b>\$ (3,433,323)</b>	<b>\$ (569,884)</b>	<b>\$ 2,863,439</b>		
<b>Enterprise Fund</b>					
Revenues	\$ 6,207,853	\$ 4,158,826	\$ (2,049,027)	67.0%	70.3%
Expenses	6,801,603	4,358,194	2,443,409	64.1%	67.6%
<b>Revenues Over/(Under) Expenses</b>	<b>\$ (593,750)</b>	<b>\$ (199,368)</b>	<b>\$ 394,382</b>		
<b>Auxiliary Fund</b>					
Revenues	\$ 8,160,308	\$ 6,183,987	\$ (1,976,321)	75.8%	80.7%
Expenses	10,394,042	6,285,156	4,108,886	60.5%	61.0%
<b>Revenues Over/(Under) Expenses</b>	<b>\$ (2,233,734)</b>	<b>\$ (101,169)</b>	<b>\$ 2,132,565</b>		
<b>Reserve Fund</b>					
Revenues	\$ 22,314	\$ -	\$ (22,314)	0.0%	0.0%
Expenses	475,000	444,808	30,192	93.6%	93.5%
<b>Revenues Over/(Under) Expenses</b>	<b>\$ (452,686)</b>	<b>\$ (444,808)</b>	<b>\$ 7,878</b>		
<b>Financial Aid Fund</b>					
Revenues	\$ 13,344,370	\$ 8,592,112	\$ (4,752,258)	64.4%	48.0%
Expenses	13,414,975	8,185,326	5,229,649	61.0%	47.2%
<b>Revenues Over/(Under) Expenses</b>	<b>\$ (70,605)</b>	<b>\$ 406,786</b>	<b>\$ 477,391</b>		
<b>Internal Service Fund</b>					
Revenues	\$ 214,097	\$ 133,758	\$ (80,339)	62.5%	57.8%
Expenses	269,300	187,739	81,561	69.7%	54.0%
<b>Revenues Over/(Under) Expenses</b>	<b>\$ (55,203)</b>	<b>\$ (53,981)</b>	<b>\$ 1,222</b>		
<b>Trust and Agency Fund</b>					
Revenues	\$ 10,499	\$ 6,996	\$ (3,503)	66.6%	192.0%
Expenses	12,000	5,584	6,416	46.5%	66.7%
<b>Revenues Over/(Under) Expenses</b>	<b>\$ (1,501)</b>	<b>\$ 1,412</b>	<b>\$ 2,913</b>		



## Central Oregon Community College Board of Directors: Resolution

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Subject	Due Diligence Extension
<b>Strategic Plan Initiatives</b>	<p>Student Success SS-3: Enhance and promote the resources and support services available to help students overcome non-academic challenges.</p> <p>Community Enrichment CE-3: Offer College services and expertise in response to community needs.</p>
<b>Prepared By</b>	Matt McCoy, Vice President for Administration

### A. Background

As part of the development of three acres on College property at the Mt. Washington Drive and Shevlin Park Road roundabout the College entered into a ground lease agreement with Neighborly Ventures (formerly Mountain West Investment Corporation) dated May 31, 2019. That agreement included a 12 month due diligence period during which Neighborly Ventures would complete necessary work to initiate the 55 and older apartment project. Neighborly Ventures is asking for an extension of nine months to the due diligence period to February 29, 2021 in order to consider additional financing options, land use approvals, and market factors.

In addition to the due diligence extension, the proposed amendment to the original agreement extends the commencement of rent deadline by six months to November 30, 2024. Rent may commence earlier if, prior to the rent deadline, 100 percent occupancy is reached, or 18 months have lapsed following the issuance of a certificate of occupancy.

William Smith Properties, Inc., the master developer contracted by the College to develop this and other land within the Campus Village, is supportive of approving the extension.

### B. Options/Analysis

Approve the proposed amendment to the agreement.

Do not approve the proposed amendment to the agreement.

### C. Timing

Approval at this time will provide Neighborly Ventures the assurance and opportunity to continue to pursue this project.

### D. Budget Impact

There is no budget impact to the College at this time.

### E. Proposed Resolution

Be it resolved that the Central Oregon Community College Board of Directors hereby approve the amendment to the ground lease with Neighborly Ventures as proposed.



## AMENDMENT TO GROUND LEASE AGREEMENT

This AMENDMENT TO GROUND LEASE AGREEMENT (the "**Amendment**") made and entered into effective on May \_\_\_\_\_, 2020, is by and between **Central Oregon Community College**, an Oregon community college (hereinafter referred to as "**Landlord**"), and **Neighborly Ventures, Inc.**, an Oregon corporation, successor-in-interest to Mountain West Investment Corporation (hereinafter referred to as "**Tenant**").

### RECITALS:

- A. Landlord and Tenant's successor-in-interest, Mountain West Investment Corporation, an Oregon corporation, previously entered into a Ground Lease Agreement dated May 31, 2019 (the "**Lease**") attached hereto as **Exhibit A** and by this reference made a part hereof.
- B. Landlord and Tenant desire to amend the Lease as provided in this Amendment.

### AGREEMENT:

In consideration of the mutual covenants, terms, and conditions set forth herein, the parties agree to amend the Lease as follows:

#### 1. Amendment to Section 3.2 of the Lease

The first sentence of Section 3.2 of the Lease "Rent" shall be revised as follows:

"Rent. Beginning on the earlier of (a) 100 percent occupancy of all multi-family units in the Facility or (b) 18 months following issuance of a certificate of occupancy for the Facility (the "**Rent Commencement Date**"), the lease fee for the Premises shall be eight percent (8%) of the agreed upon fair market value of the Premises (\$1,315,000.00) per year, which results in the initial amount of a monthly payment of \$8,766.66 (the "**Rent**"), subject to the adjustments set forth in this Section 3; provided, however, in no event shall the Rent Commencement Date be deemed to extend beyond November 30, 2024, except as may be permitted under Section 22.10 below."

#### 2. Amendment to Section 5 of the Lease

Section 5 of the Lease "Due Diligence Period" shall be revised as follows:

"Tenant shall have until February 28, 2021 to complete Tenant's Due Diligence (the "**Due Diligence Period**")."

#### 3. Miscellaneous

- 3.1** All capitalized terms used herein shall have the meanings ascribed to them in the Lease unless otherwise defined herein.

- 3.2** It is the intent of the parties that this Amendment shall control as to any conflicting terms or conditions set forth in the Lease.
- 3.3** All other terms and conditions of the Lease shall remain unchanged and are in full force and effect. No other amendment or modification of the Lease is intended or may be implied from the amendments set out in this Amendment.
- 3.4** This Amendment may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**LANDLORD:**  
**CENTRAL OREGON COMMUNITY COLLEGE**

By: \_\_\_\_\_  
Dr. Laurie Chesley, President

**TENANT:**  
**NEIGHBORLY VENTURES, INC.**

By: \_\_\_\_\_  
Jason E. Tokarski, President

**EXHIBIT A  
COPY OF THE LEASE**

[See attached]





## GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "*Agreement*") is made and entered into on this 31st day of May, 2019 (the "*Effective Date*"), by and between *Central Oregon Community College*, an Oregon Community College, hereinafter called "*Landlord*," William Smith Properties Inc., hereinafter called "Landlord's Agent," and *Mountain West Investment Corporation*, an Oregon corporation, together with its successors or assigns, hereinafter called "*Tenant*."

### WITNESSETH:

WHEREAS, Landlord desires to lease certain premises to Tenant, and Tenant desires to lease from Landlord (each a "*Party*" or collectively, the "*Parties*") said premises; and

WHEREAS, Landlord intends that Landlord's Agent., shall serve as property manager and shall undertake all the duties and obligations of the Landlord under this Agreement; and

WHEREAS, Tenant desires to construct an approximately 122-unit multi-family development for residents ages 55 and older on the premises together with other related amenities and all Improvements subject to the terms and conditions of this Agreement (herein collectively the "*Facility*");

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms, agreements, privileges and obligations hereinafter contained, it is hereby agreed by and between the Parties hereto as follows:

### Article I: (Initial Terms of Lease)

#### SECTION 1. LEASED PREMISES

Landlord agrees to and hereby does lease to the Tenant for the exclusive use of the Tenant a tract of real property approximately 3.02 acres in size located in the City of Bend, County of Deschutes, State of Oregon consisting of that portion of the real property commonly known as Tax Lot 2200 of Deschutes County Assessor's Map 171125CD depicted on *Exhibit A* and legally described on *Exhibit B*, which are attached hereto and incorporated herein, together with any and all rights, privileges, easements, and appurtenances (collectively, the "*Premises*").

#### SECTION 2. TERM

2.1. Term. This Agreement shall be deemed binding on both Parties as of the Effective Date stated above and inure to the benefit of Landlord, Tenant, and their respective successors and assigns; provided, however, Tenant's leasehold interest shall vest, and Tenant shall be entitled to exclusive possession of the Premises only upon waiver of Tenant's Due Diligence as described in Section 4 below. The term of the Agreement shall commence upon the Rent Commencement Date, which is defined below in section 3.1, (also referred to as the

**"Commencement Date") and shall be for an initial term of thirty (30) years from the Rent Commencement Date (the "Initial Term").**

**2.2. Right of First Offer.**

**2.2.1. During the Term (as defined in Section 2.3 below) Landlord grants to Tenant, and Tenant hereby accepts from Landlord, a right of first offer to purchase the Premises or lease the Premises beyond the Term subject to the terms and conditions contained in this Agreement (collectively the "ROFO").**

**2.2.2. So long as Tenant is not then in default under this Agreement, the Tenant shall have the ROFO upon the terms and conditions set forth in Section 2.2 and 2.3, respectively.**

**2.2.3. Except as provided below, Landlord shall not list the Premises with a broker or otherwise market the Premises for sale, accept any unsolicited offer, or sell all or a portion of the Premises without first making an offer ("**Landlord's Offer**") to Tenant for a price and on terms and conditions acceptable to Landlord and allowing Tenant 30 days from the date Tenant receives the offer to respond. If Tenant accepts Landlord's Offer in writing, then the parties will be bound by the contract formed by such offer and acceptance. If Tenant fails to accept Landlord's Offer in writing within such 30-day period, then Landlord may market and sell the Premises to any person for such price and pursuant to terms substantially similar to those set forth in Landlord's Offer without further notice to Tenant for a period of 365 days following the date of Landlord's Offer. If Tenant makes a counteroffer within the 30 days of receipt of Landlord's Offer ("**Tenant's Counteroffer**"), Landlord will have the option of accepting or rejecting Tenant's Counteroffer at any time during the 90 days after it is delivered to Landlord. Tenant may not withdraw Tenant's Counteroffer during such 90-day period. If the Landlord does not accept Tenants Counteroffer, then for a period of 365 days following the date of Tenant's Counteroffer, Landlord may market and sell the Premises to a third party, as long as the sale is for a price that is at least five percent higher than the price contained in Tenant's Counteroffer and pursuant to terms substantially similar to those set forth in Landlord's Offer.**

**2.2.4. If Landlord does not sell the Premises to a third party within either of the 365-day periods set forth in Section 2.2.3 then Tenant's ROFO will be reinstated upon the expiration of the applicable 365-day period. As used in this Section 2.2 the term "sell" means actually conveying Landlord's interest in the Premises to a third party, any agreement between Landlord and a third party for a future conveyance of Landlord's interest in the Premises, or any transaction that is the substantial equivalent of such a conveyance or agreement for such a conveyance.**

**2.3. Renewal. If Tenant is not in default under the Lease, Tenant has the option to extend the Initial Term for two additional periods of ten years (the "**Extended Terms**") by providing written notice thereof to Landlord no less than 180 days before the expiration of the Initial Term (the Initial Term, if and as extended by the Extended Terms, is referred to in this Lease as the "**Term**"). Upon exercise of this option to extend, the term of this Lease will be extended through the expiration date of the Extended Term, on the same terms and conditions as contained**

in this Lease, except for Rent (which will be determined in accordance with section 3.1 below) and except that Tenant will no longer have corresponding extension option(s).

### SECTION 3. RENTAL

3.1. **Partial Rent.** Until the Partial Rent Commencement Date, the lease fee for the Premises subject to this Agreement shall be \$0.00 per month. Beginning on the first day of the second month following the issuance of a certificate of occupancy for the Facility (the "**Partial Rent Commencement Date**"), the lease fee for the Premises shall be the proportionate share of the Rent, as that term is defined in Section 3.2 below, of the number of units leased and obligated to pay rent (e.g., excluding any units subject to an executed lease but the obligation to pay rent for the month is waived as an inducement to execute a new lease, not to exceed one month of waived rent per unit) (the "**Partial Rent**"). The initial payment of Partial Rent shall be paid on the Partial Rent Commencement Date. Thereafter, each monthly payment of Partial Rent is due in advance on the 1st day of the month, becoming delinquent if unpaid by the 15th day of the month. The Partial Rent shall be calculated each month to reflect the proportion of units leased and obligated to pay rent as of the first day of the preceding month.

For example, if the certificate of occupancy for the Facility is issued on March 15, the Partial Rent Commencement Date shall be May 1, and the amount of Partial Rent due and owing shall be the percentage of units leased and obligated to pay rent as of April 1. Further, if the initial rental rate is \$8,766.66 for this Agreement, but only ten (10) percent of the units are leased and paying rent on April 1, the initial Partial Rent amount shall be \$876.66 for the first month.

If Tenant does not pay the Partial Rent by the 15th day of the month, a late fee of five percent (5%) of the monthly amount, shall be assessed and be paid as part of the Partial Rent. Delinquent payments shall bear interest at the rate of ten percent (10%) per annum and shall be due and payable without demand. The Partial Rent payment shall be payable without any right of offset.

3.2. **Rent.** Beginning on the earlier of (a) 100 percent occupancy of all multi-family units in the Facility or (b) 18 months following issuance of a certificate of occupancy for the Facility (the "**Rent Commencement Date**"), the lease fee for the Premises shall be eight percent (8%) of the agreed upon fair market value of the Premises (\$1,315,000.00) per year, which results in the initial amount of a monthly payment of \$8,766.66 (the "**Rent**"), subject to the adjustments set forth in this Section 3; provided, however, in no event shall the Rent Commencement Date be deemed to extend beyond a period of (5) years from the Effective Date of this Agreement except as may be permitted under Section 22.10 below. The initial Rent shall be paid on the first day of the month following the Rent Commencement Date. Thereafter, each monthly payment of Rent is due in advance on the 1st day of the month, becoming delinquent if unpaid by the 15th day of the month. If not paid by the 15th day of the month, a late fee of five percent (5%) of the monthly amount, shall be assessed and be paid as part of the Rent. Delinquent payments shall bear interest at the rate of ten percent (10%) per annum and shall be due and payable without demand. The Rent payment shall be payable without any right of offset.

3.3. **Rent Adjustment – General Rule.** The Rent shall be adjusted after the first five (5) full years of the Term and every five (5) years thereafter during the Term (the “*Adjustment Period*”). During each Adjustment Period, the Rent shall be adjusted up or down based on the percentage change in the real market value of the portion of the Premises constituting the land (excluding all improvements and structures constructed by Tenant) (herein the “*Land*”) over the prior five (5) years of the Term as identified by the Deschutes County Assessor’s Office within the Premises. The real market value of the Land shall be based on the value of the Land on November 1 of each year immediately preceding the Adjustment Period (the “*Adjustment Date*”) and shall not be subject to any reevaluation pursuant to any valuation appeal, challenge or other adjustment except as provided in Section 3.1.2 below. By way of illustration and not limitation, if the Rent Commencement Date was April 15, 2019 and if the real market value of the Land on November 1, 2018 was \$4,000,000 and the real market value of the Land on November 1, 2023 was \$4,600,000, the resulting percentage increase would be 15% and Rent would be adjusted positively on January 1, 2024 by 15%.

3.4. **Rent Adjustment – Appraisal.** If (a) the Deschutes County Assessor’s Office ceases to provide the services described in Section 3.1.1 above, in whole or in part, or (b) if either Party believes that the market value estimations of the Land provided by the Deschutes County Assessor’s Office is inaccurate or incomplete as of the Adjustment Date and delivers notice to the other Party on or before thirty (30) days following the Adjustment Date notice of such concerns or objections (herein the “*Valuation Objection*”), the Rent adjustment shall be subject to an appraiser’s determination of the Fair Market Value of the Land. The Parties agree to instruct any appraiser to value the Land exclusive of any lien or encumbrance created by or suffered by the Tenant, including, but not necessarily limited to, the covenants, conditions and restrictions created by this Agreement. Rent shall remain due and owing on January 1; provided, however, the portion of the adjusted Rent shall be increased or decreased within thirty (30) days of delivery of the appraisal to the Parties.

3.5. **Appraisal Procedures.** For purposes of this Section 3.5, whenever a value for any portion of the Premises must be established, and the Parties are unable to agree within thirty (30) days as to the fair market value of the Land, the value shall be established by the following procedure. The Parties shall attempt to agree upon an appraiser whose decision as to the value shall be binding; if the Parties are unable to agree within ten (10) days upon an appraiser, each shall engage an appraiser within three (3) business days. If the appraised fair market value of the Land is equal or less than ten (10) percent of each other, the Parties agree the fair market value of the Land shall be deemed the average value of the two appraisals. If the appraised fair market value of the Land is greater than ten (10) percent of each other, the Parties shall appoint a third appraiser. If the two so selected are unable to agree within seven (7) days on a third appraiser, the third appraiser shall be appointed by the presiding judge of the Circuit Court in Deschutes County, Oregon, upon application of either party; a decision as to the value by a majority of the appraisers shall be binding upon both parties; provided, however, if a majority of the appraisers are unable to agree on a value, then the average of the appraisals of the two closest appraisers shall be binding on both Parties. All appraisal decisions shall be rendered within forty five (45) days after the appointment of the necessary appraiser(s). Expenses of the appraisals by an appraiser agreed to by the Parties or appointed by the Parties respective appraisers or the

Presiding Judge shall be paid one-half (1/2) by Landlord and one-half (1/2) by Tenant. Appraisals by an appraiser exclusively engaged by a Party shall be borne solely by such Party. All appraisers appointed pursuant to this Section 3.5 shall be MAI appraisers or equivalent.

3.6. Additional Rent. All amounts required to be paid by the Tenant to the Landlord under the terms of this Agreement shall be deemed additional Rent including but not limited to delinquency charges, late fees, and taxes and assessments.

**Article II:  
(Due Diligence Terms, Conditions and Representations)**

**SECTION 4. CONDITIONS PRECEDENT TO OBLIGATION TO LEASE**

4.1. Tenant's Due Diligence. Tenant's obligation to lease the Premises under this Agreement is conditioned upon Tenant's approval, in Tenant's sole and absolute discretion, of the results of its due diligence ("*Tenant's Due Diligence*"), including without limitation (collectively the "*Conditions to Lease*"): (1) Tenant's inspection of the Premises pursuant to Section 6, below, including, but not limited to, environmental and geotechnical assessments; (2) Tenant's confirmation of market conditions suitable for Tenant's intended use on the Premises; (3) Tenant's review of Landlord's Documents pursuant to Section 7, below; (4) Tenant's approval of the status of title pursuant to Section 8 below; (5) Tenant's confirmation of costs required to pay for onsite and offsite infrastructure and improvements necessary for the development of the Premises, including, but not limited to, public utilities, franchise utilities, and transportation system improvements; (6) Tenant obtaining financing with terms acceptable to Tenant; (7) Tenant obtaining all requisite governmental approvals, including the lapse of any applicable appeal periods, for the development and construction of the Premises for multifamily residential development, including without limitation site plan review and design review from the City of Bend; and (8) review of certain data to be provided by Deschutes County regarding the escalation clause in Section 3.1.1 and approval of the impact on the escalation provision.

4.2. Landlord agrees to cooperate with Tenant and its agents, at no cost to Landlord, in connection with Tenant's application for land use and other governmental approvals necessary to construct the Improvements (as defined in Section 10.1) and to provide all signatures required in a timely manner as requested, provided such applications and government approvals are otherwise consistent with the terms of this Agreement.

4.3. In the event that Tenant does not deem the Conditions to Lease satisfied, then Tenant shall provide written notice to Landlord of such fact and this Agreement shall be deemed terminated. Tenant's right to terminate this Agreement for failure to satisfy Tenant's Conditions to Lease shall be made in Tenant's sole discretion and may be made at any time prior to the end of the Due Diligence Period, as that term is defined below. This means if Tenant determines that a Condition to Lease cannot or may not be satisfied, then Tenant may immediately send Landlord notice of termination pursuant to this Section 4.3.

4.4. Any condition to Tenant's obligation to lease the Premises may be waived only by Tenant in writing delivered to Landlord.

#### SECTION 5. DUE DILIGENCE PERIOD

Tenant shall have a period of 365 days after the Effective Date to complete Tenant's Due Diligence, (the "*Due Diligence Period*").

#### SECTION 6. PROPERTY INSPECTION

Provided this Agreement is in effect and has not been terminated, during the Due Diligence Period Tenant and its agents shall have the right, at Tenant's sole expense and risk, to enter the Premises without prior notice to Landlord to conduct inspections, tests, and surveys concerning hazardous materials, substances, pest infestation, soil and geological assessments, historical artifact analysis, physical inspections of the existing improvements, wetlands inventory and analysis, matters affecting the suitability of the Premises for Tenant's intended use and/or otherwise reasonably related to the lease of the Premises, including but not limited to, an ASTM Phase I environmental report. Following any physical testing performed in the course of Tenant's inspection, Tenant shall promptly restore the Premises to its original condition. Tenant shall indemnify, hold harmless, and defend Landlord from all liens, costs, and expenses, including reasonable attorney's fees and experts' fees, and damage to persons or property arising from or relating to Tenant's and/or its agents, employees, assigns or anyone acting on behalf of Tenant, inspection of the Premises.

#### SECTION 7. SELLER'S DOCUMENTS

Within 5 days after the Effective Date, Landlord shall deliver to Tenant, at Tenant's address shown below, legible and complete copies of the following documents and other items relating to the ownership, operation, and maintenance of the Premises: all documents, agreements, appraisals, plans, surveys, reports, studies, permits, and applications relating to the Premises, all to the extent they are currently in Landlord's possession or control or can reasonably become within Landlord's possession or control.

#### SECTION 8. TITLE INSURANCE

Within 10 days after the Effective Date, Landlord, at Landlord's cost and expense, shall deliver to Tenant an owner's standard form preliminary title report from the Title Company together with OTIRO End. 213-06 (the "*Preliminary Commitment*"), together with complete and legible copies of all documents giving rise to and shown therein as exceptions to title (the "*Underlying Documents*"), showing the status of Landlord's title to the Premises. Tenant shall have not more than 20 days after receipt of a copy of the Preliminary Commitment, along with the copies of the Underlying Documents (herein the "*Title Inspection Period*"), within which to give notice in writing to Landlord of any objection to such title or to any liens or encumbrances affecting the Premises. Tenant shall be deemed to have timely and adequately objected to and Landlord shall be deemed to have agreed to remove all financial and judicial encumbrances (herein the "*Liens*"), including but not limited to, all mortgages, trust deeds, assignment of rents, fixture filings, judicial liens, judicial proceedings, tax liens, contractor's liens, local improvement district assessments, city or special district assessments and liens, and real property taxes to be prorated as of the Effective Date. If Landlord does not remove, at Landlord's cost and expense on or before 30 days

following Tenant's written objection for all exceptions to which Tenant has objected to herein or in the case of any Liens, **30** days following the Effective Date, then Tenant may either i) terminate this Agreement and neither Party will have any further obligations hereunder; or ii) waive the objections to title and proceed hereunder. Any such waiver of title objections shall be made in writing. The Parties further agree Tenant may identify certain exceptions to the Preliminary Commitment that are encumbrances of record that are not currently satisfactory, but that Tenant reserves the right to amend, modify, or object to pursuant to Tenant's Due Diligence in Section 4 of this Agreement (herein the "**Cautionary Objections**"). All remaining exceptions set forth in the Preliminary Commitment either agreed to or waived by Tenant shall be "**Permitted Exceptions.**" The title insurance policy to be delivered by Landlord to Tenant at end of the Due Diligence Period at Landlord's sole expense shall contain no exceptions other than the Permitted Exceptions and the usual preprinted exceptions in an owner's standard form title insurance policy together with OTIRO End. 213-06 (Leasehold Owner's Endorsement).

## SECTION 9. CONDITION OF PROPERTY

9.1. **Hazardous Waste.** To the best of Landlord's knowledge: (a) the Premises has never been used to generate, manufacture, transport, store or dispose of any hazardous substance; (b) that no leak, spill or discharge of a hazardous substance has occurred on, in or under the Premises or the ground waters thereof other than in the course of normal farming operations, and that the soil, ground water and soil vapor on, in or under the Premises is free of hazardous substances; (c) that there are no potentially hazardous environmental conditions on the Premises; and (d) that the Premises has not been identified by any governmental agency as the site upon which or potentially upon which hazardous substances may have been located or deposited.

9.2. **Representations.** To the best of Landlord's knowledge there are no pending or threatened notices of violation of any laws, statutes, codes, rules, or regulations or deed restriction applicable to the Premises ("**Laws**") and Landlord is not aware of any such violations or any concealed material defects in the Premises. Landlord has received no written notice from any governmental agency or any violation of any statute, law, ordinance, or deed restriction, rule, or regulation with respect to the Premises. There is no litigation, claim or arbitration, pending or threatened, with regard to the Premises or its operation. No attachments, liens, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to the best of Landlord's knowledge, threatened against the Landlord, nor are any such proceedings contemplated by Landlord. To the best of Landlord's knowledge there are no encroachments or any persons adversely possessing any portion of the Premises or any rights-of-way thereover, and no licenses have been granted by Landlord. No agent of Landlord or any agent of Tenant has made any representations, warranties or promises regarding the Premises. Following the Effective Date, Landlord shall not alter the Premises, including but not limited to the addition or removal of soils or Improvements, without the written consent of Tenant, unless otherwise specified by the terms and conditions of this Agreement.

9.3. **Brokers.** Neither Landlord nor Tenant are represented by any brokers in this Agreement.

9.4. AS-IS. TENANT SHALL INSPECT THE ABOVE DESCRIBED REAL PROPERTY AND PREMISES TO BE LEASED FROM LANDLORD TO TENANT, AND SHALL ACCEPT THE SAME IN THE CONDITION THE SAME ARE NOW IN. THERE ARE NO VERBAL OR IMPLIED PROMISES, AGREEMENTS, STIPULATIONS, REPRESENTATIONS OR WARRANTIES OF ANY CHARACTER WHATSOEVER, EXCEPT THOSE SET FORTH IN WRITING IN THIS AGREEMENT.

**Article III:  
(Lease Covenants, Rights and Remedies)**

**SECTION 10. OBLIGATIONS OF TENANT**

The Tenant shall have the following obligation:

10.1. Use of the Premises. The Premises shall be used for the construction, maintenance and occupancy of an age-restricted multifamily apartments, together with related improvements and for no other purpose without the consent of Landlord, which consent shall not be unreasonably withheld. Tenant agrees to use the Premises in conformance with all present and future applicable laws and regulations of any public authority affecting the Premises and use of the Premises or the Improvements.

10.2. Site and Design. All Improvements including, but not limited to, buildings, sidewalks and parking areas shall be constructed to conform to all applicable rules and regulations of City of Bend and the State of Oregon. Prior to submission of any land use applications necessary to construct the Improvements or any construction of any building, all building plans and site plans must be approved by the Landlord, which shall not be unreasonably withheld.

10.3. Repairs and Maintenance. Tenant shall keep and maintain the Premises and all Improvements of any kind located on the Premises in good and substantial repair and condition, including the exterior condition thereof (including but not limited to the roof, foundation and exterior walls and windows), and all landscaping and shall make all necessary repairs and alterations thereto. Tenant shall provide proper containers for trash and garbage and shall keep the Premises free and clear of rubbish, debris and litter at all times.

10.4. Liens. Tenant agrees to pay, when due, all sums of money that may become due for or purporting to be for any labor, services, materials, supplies, utilities, furnishing, machinery or equipment which have been furnished or ordered with Tenant's consent to be furnished to or for the Tenant in, upon or about the Premises herein leased, which may be secured by any lien against the Premises herein leased or Landlord's interests therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, provided that the Tenant may in good faith contest any liens filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest. Provided, however, the obligations in this Section 10.4 shall not apply to any lien pre-existing the Effective Date or otherwise created by or suffered by the Landlord.



10.5. Taxes, Assessments. Following the expiration of the Due Diligence Period, Tenant agrees to pay timely any taxes imposed on the real property including the Premises and any improved areas (e.g., parking, landscaping) associated with the Premises subject to this agreement and the Improvements thereon or on Tenant's personal property located on the Premises, assessments (including Local Improvement District assessments), water, sewer or other utility charges on the Premises as they become due provided the Tenant may in good faith contest any such liability filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest. Real property taxes, assessments and personal property taxes for the tax year in which the Due Diligence Period expires or is waived shall be prorated as of the end of the Due Diligence Period.

10.6. Liability Insurance. Tenant shall maintain in full force and effect during the Term of this Agreement an occurrence form commercial general liability policy or policies insuring against liability for personal injury, bodily death and damaged property occurring on or in any way related to the Premises for occasion or by reason of the operation of Tenant or Tenant's subtenants. Such insurance shall include all coverages included in the standard and commercial general liability policy including but not limited to broad form property damage, independent contractors, products completed operations and broad form contractual liability. The amount of the coverage shall not be less than \$1 million per occurrence. Such insurance shall name the Landlord as additional named insured with a certificate providing thirty (30) days' notice to Landlord prior to cancellation. Tenant shall furnish to the Landlord a certificate evidencing the date, amount and type of insurance that has been procured pursuant to the agreement. If a sublessee provides proof of insurance sufficient under this section naming the Landlord as an additional named insured such proof shall satisfy.

10.7. Primary Coverage. The required insurance policies under this Section 10 shall provide that the coverage is primary and will not require any contribution from any insurance or self-insurance carried by the Landlord.

10.8. Additional Company Rating. Policies of insurance must be written by companies having AM best rating of A- or better equivalent.

10.9. Periodic Review. Landlord shall have the right to periodically review the type, limits and terms of insurance coverage. In the event the Landlord determines that such type, limits and/or terms are inconsistent with the terms of this Agreement, the Landlord shall give Tenant a minimum of thirty days (30) calendar days of such determination and Tenant shall modify its coverage to comply with the terms of this Agreement. Tenant shall also provide support by proof of such compliance by giving the Landlord an updated certificate of insurance within fifteen (15) calendar days.

10.10. Intentionally Deleted.

10.11. Indemnity. To the extent such claims are not barred by any state or federal law in whole or in part, Tenant fully agrees to indemnify, save harmless and defend the Landlord, its Board of Directors and the Central Oregon Community College officers and employees from, against, for or with respect to all claims and actions and all expenses and fees, (including but not

limited to attorney, accountant, paralegal, expert and escrow fees), fines and costs and penalties collectively "costs" which may be imposed upon or claimed against the Landlord and which in whole or in part directly or indirectly arise from or are in any way connected with (a) any act, omission or negligence of Tenant; (b) any use, occupation, management control with the Premises by Tenant; (c) any condition created in or about the Premises by any party other than the Landlord, including any accident, injury or damage occurring on or about the Premises after execution of this Agreement; and (d) any default, violation or nonperformance of any of Tenant's obligations under this Agreement. For purposes of this section, Tenant shall include Tenant, Tenant's partners, officers, directors, employees, invitees, customers, agents and contractors.

10.12. Survival Indemnities. Indemnity provisions set forth herein shall survive the expiration or earlier termination of this Agreement and shall be fully enforced thereafter.

10.13. Hazardous Substance. Tenant shall not use or occupy, or permit or suffer all or any part of the Premises or the Facility to be used or occupied for any purpose or in any way in violation of any Legal Requirement of any state or federal law or regulation respecting Hazardous Substances. The term "Hazardous Substance" means any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by the United States Environmental Protection Agency (40 CFR pt 302). Tenant acknowledges that the term "Legal Requirements" includes but is not limited to all environmental protection laws such as the Comprehensive Environmental Response, Compensation and Liability Act (42 USC §6901 et seq.), the Federal Water Pollution Control Act (33 USC §6901 et seq.), the Federal Water Pollution Control Act (33 USC §1257 et seq.), and the Clean Air Act (42 USC §2001 et seq.). Any dispute between Landlord and Tenant arising under the provisions of Section 10.12 shall be submitted to arbitration as provided in Section 22.8 below.

## SECTION 11. RIGHTS OF LANDLORD

Landlord shall have the right during the Term to pay any taxes, assessments, liens, water, sewer or other charges on Premises and reversionary interest therein remaining unpaid after the same have become due and payable; and the amount paid shall be so much additional Rent due from Tenant at the next rent day after such payment with interest thereon at the rate of 10% per annum from the date of payment thereof by Landlord, until the repayment thereof to Landlord by Tenant.

If the Landlord, at its option, shall advance or pay any such taxes, insurance, assessments, water, sewer or other charges, or pay, cancel and clear off any tax sales, liens or charges and claims on and against the Premises or the reversionary interest therein, it shall not be obligatory on Landlord to inquire into the validity of such taxes, assessments, water, sewer, or other charge, or any such tax sale. Provided, however, that if Tenant shall be actively prosecuting its administrative or legal remedies in protest of any tax, assessment, water, sewer, or other charges, Landlord shall not have the right to pay or advance sums referable thereto until such remedies shall have been exhausted.

## SECTION 12. RIGHT TO ENTER AND INSPECT

The Landlord and its authorized employees, agents, contractors, subcontractors and other representatives shall have the right at all reasonable times during the continuance of this Agreement, with at least 48-hour notice, to enter upon the Premises to inspect and ascertain the conditions of the same or for any other purpose whatsoever; provided, however, Landlord wishes to inspect any occupied units, written notice of entry must be given to the subtenants at least 48 hours prior to entry. A form of such written notice of entry is attached hereto as *Exhibit C* and incorporated herein.

## SECTION 13. IMPROVEMENTS, ALTERATIONS

13.1. Improvements. "*Improvements*" shall mean all improvements on the Premises to be constructed under Section 10.1 of this Agreement, and includes any permitted replacements, reconstruction or restorations thereof during the Term of this Agreement.

13.2. Construction, Modification, and Demolition of Improvements. Following the expiration of the Due Diligence Period, Tenant has the right, at any time and from time to time during the Term, at its cost and expense, to construct, reconstruct, demolish, remove, move, replace, remodel, or rebuild on any part or all of the Premises such buildings, structures, parking areas, driveways, walks, and other Improvements of any nature (including excavation, earthmoving, paving, installation of utilities, and all other development activities) pertaining thereto as Tenant, in Tenant's sole discretion, considers appropriate. Tenant shall submit all construction plans to Landlord for its review and approval, which shall not be unreasonably withheld.

13.3. Compliance with Laws. Tenant shall construct the Improvements in accordance with the applicable laws of all governmental authorities having jurisdiction over the Premises. Upon request of Landlord, Tenant shall furnish Landlord with copies of all certificates and approvals resulting in any work or installation done by Tenant that may be required by any governmental authority or by all applicable underwriters and insurers or by any lender in connection with the construction of the Improvements, which copies Tenant shall certify as true, correct and complete. Tenant shall furnish Landlord with a set of "as built" drawings and specifications for all construction and subsequent Improvements which accurately reflect the nature and extent of the Improvements.

13.4. Encumbrance of Estate. Landlord shall not be required to subordinate or subject its fee or leasehold interest in the Premises to the lien of any person or entity providing financing to Tenant in connection with the design or construction of the Improvements or the maintenance and operation thereof. All such financing shall be the sole responsibility of Tenant; provided, however, Landlord agrees to enter into a Leasehold Mortgage Protection provision as provided in Section 16 below.

13.5. Cooperation. Each Party hereby covenants and agrees to cooperate and assist the other Party from and after the Effective Date of this Agreement and throughout the Term of this Agreement in obtaining all approvals and permits that are necessary or desirable in order to

develop and construct the Improvements and any other permitted alterations, including, without limitation, joining in applications, filings and submittals for use, building, grading, and construction permits; provided, however, that the Party that is not performing such construction shall not be obligated to incur any expenses or liabilities in cooperating with the other Party's permitted construction activities.

13.6. Permitted Alterations. Tenant shall make no alterations and additions to the Improvements other than those to which the Landlord shall have given prior written approval, which shall not be unreasonably withheld.

13.7. Submittals. Before Tenant shall commence any alterations, Tenant shall submit to the Landlord a schematic design package for such alteration for review and approval pursuant to the construction requirements. Tenant shall also provide to Landlord, prior to commencement of any alterations, and at Tenant's sole cost, any and all permits and authorizations of all municipal departments and governmental agencies as may have jurisdiction over the alteration.

13.8. Ownership of Improvements. Except as hereinafter provided, Tenant shall be the owner of all Improvements, and all furnishings, fixtures and personal property of Tenant located thereon. Tenant shall retain all rights to depreciation deductions and tax credits arising from its ownership of said property. Upon expiration or earlier termination of this Agreement, all such improvements and property shall, except as provided in Section 21.7, automatically vest in, revert to, and become the property of Landlord without compensation to, or requirement of consent or other act of, Tenant, and without the necessity of deed, bill of sale, conveyance or other act or agreement of Tenant, and without any payment of any kind or nature by Landlord to Tenant or to any other person, including any Lender who has a lien against all or any portion of Tenant's interest. Tenant shall thereafter have no further rights thereto or interest therein.

13.9. Easements and Dedications. Tenant and Landlord each recognize that in order to provide for the development of the Premises, it may be necessary, desirable, or required that street, water, sewer, drainage, gas, power line, and other easements and dedications and similar rights be granted or dedicated over or within portions of the Premises. Landlord agrees that it will, upon request of Tenant, join with Tenant in executing and delivering such documents, from time to time, and throughout the Term of this Agreement as may be appropriate, reasonably necessary, or required by any governmental agency or public utility company for the purpose of granting such easements and dedications.

#### SECTION 14. EMINENT DOMAIN

14.1. Partial Taking. If a portion of the Premises is condemned and Section 14.2 does not apply, the Agreement shall continue on the following terms:

14.1.1. Tenant shall be entitled to all of the proceeds of condemnation relating to the Improvements and Landlord shall have no claim against Tenant as a result of the condemnation. Landlord shall be entitled to all of the proceeds of condemnation relating to the land and Tenant shall have no claim against Landlord as a result of the condemnation.

14.1.2. Tenant shall proceed as soon as reasonably possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.

14.1.3. After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Tenant to restore the balance of the Premises in anticipation of taking, the Rent shall be reduced in proportion to the reduction in value of the Premises as an economic unit on account of the partial taking. If the Parties are unable to agree on the amount of the reduction of Rent, the amount shall be determined by arbitration in the manner provided in Section 22.8.

14.1.4. If a portion of Landlord's property not included in the Premises is taken, and severance damages are awarded on account of the Premises, or an award is made for detriment to the Premises as a result of activity by a public body not involving a physical taking of any portion of the Premises, this shall be regarded as a partial condemnation to which Sections 14.1.1 and 14.1.3 apply, and the Rent shall be reduced to the extent of reduction in rental value of the Premises as though a portion had been physically taken.

14.2. **Total Taking.** If a condemning authority takes all of the Premises or a portion sufficient to render the remaining Premises reasonably unsuitable for the use that Tenant was then making of the Premises, the Agreement shall terminate as of the date the title vests in the condemning authorities (the "**Date of Taking**"). Landlord shall be entitled to all proceeds from the value of the land. Tenant shall be entitled to all proceeds from the value of the Improvements, less the present value, determined as of the Date of Taking, of any right of the Landlord under this Lease to receive the taken Improvements at the end of the Term, together with any remaining Extended Term, assuming the Improvements had not been taken and had been maintained and repaired as required by this Lease. Tenant shall have no claim against Landlord as a result of the condemnation. If the Landlord is the condemning authority, the Tenant shall be entitled to all proceeds from the value of the Improvements on the Date of Taking without any deduction based on Landlord's reversionary interest in the Improvements as set forth in this Section 14.2.

14.3. **Sale in Lieu of Condemnation.** Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section 14 as a taking by condemnation.

## SECTION 15. ASSIGNMENT AND SUBLETTING

15.1. **Assignment.** Subject to Section 15.2, this Agreement may be freely assigned or subleased by Tenant without the need for Landlord's consent to any party who purchases the Improvements. Any assignee or sublessee shall assume, in written instrument acceptable to Landlord, all of the obligations of Tenant hereunder. Assignment of this Agreement to any party other than a party purchasing all of the Improvements located on the Premises shall require the prior written approval of the Landlord, which consent shall be at the Landlord's sole discretion.

15.2. **Estoppel Certificate**. Within fifteen (15) days after written request from a Party to this Agreement, the other Party must execute, acknowledge, and deliver to the requesting Party an estoppels certificate certifying: (1) that this Agreement is unmodified and in full force and effect (or, if there has been a modification, that this Agreement is in full force and effect, as modified, and stating the date and nature of each modification); (2) the date to which Rent and other sums payable under this Agreement have been paid; (3) that no notice has been received by the other Party of any default that has not been cured, except as to any default specified in the certificate; and (4) any other matters as may be reasonably requested by the other Party, its lender, assignee, or purchaser (or proposed lender, assignee, or purchaser). Any such estoppels certificate may be relied on by the purchaser, lender, or assignee for estoppels purposes only and no Party executing the estoppels certificate will be liable for damages or other losses as a result of inaccuracy in the information contained in the certificate.

15.3. **Property Management**. Landlord's Agent shall function as Landlord's property manager under this Agreement, including, without limitation, the collection of Rent. Landlord shall notify Tenant of any change to Landlord's property manager or the appointment of a new property manager in writing, together with an explanation of such property manager's duties, rights and obligations under this Agreement.

#### SECTION 16. LEASEHOLD MORTGAGE PROTECTION

It is recognized that Tenant may, from time to time, encumber this Agreement for financing purposes. This Agreement, therefore, is subject to the following provisions:

16.1. The Tenant is to furnish the Landlord an executed counterpart of any such mortgage.

16.2. Any notice, demand, other document of any kind whatever served by Landlord upon Tenant including, but not limited to notice of default under the Agreement, shall also be served on the lender, but Landlord shall not be required to serve an assignee of the Lender unless and until a copy of the assignment is served upon the Landlord.

16.3. Whenever ownership of the mortgage passes into the hands of more than one Party, all such owners must furnish the Landlord a written designation of the Party to be served on behalf of all such owners.

16.4. The lender shall have the right to cure Tenant's defaults and perform all Tenant's covenants.

16.5. As to any default or breach of covenant that can be cured by lender without taking possession of the Premises, the lender shall have sixty (60) days to cure such default or breaches after Landlord has given the lender notice of intention to terminate the Agreement or dispossess Tenant.

16.6. As to any default or breach that can only be cured by taking possession, the Landlord may require the lender to furnish a reasonable guarantee of its performance under the

Agreement of all Tenant's obligations, including the care of all defaults and breaches, and that lender will proceed with reasonable diligence to take possession of the Premises and either foreclose the mortgage or acquire the leasehold by assignment in lieu of foreclosure.

16.7. Any acquisition of the leasehold by the lender may be taken in the name of a nominee.

16.8. The Landlord will not terminate the Agreement as long as lender performs promptly all of its covenants in the guarantee.

16.9. In case of termination of the Agreement for default or breach of covenant by Tenant, the lender may serve notice on Landlord of its desire to enter into a new lease for the balance of the Term at the same rentals and with the same covenants contained in the Agreement, said notice to be served on the Landlord thirty (30) days prior to termination by the Landlord, which notice shall be accompanied by a payment of all arrears of Rent and a reasonable sum to compensate the Landlord for expenses, including reasonable attorney fees, and establishing the new relationship and a guarantee satisfactory to Landlord that lender will cure all Tenant's defaults and breaches other than arrears Rent. The new lease will commence as of the termination of the old one, but shall be prior and superior to all rights, liens and encumbrances that would have been extinguished by foreclosure to lender if the lender so demands. A statement of this obligation shall be included in all subleases.

In addition to the above, Landlord will join in executing any and all instruments which legal counsel for any lender on the security of Tenant's leasehold estate may reasonably require in order to accomplish the same, provided that nothing herein shall be construed as obligation Landlord to incur any personal liability for repayment of any such loan, nor as subordination the Landlord's rights and reversionary interest in and to the demised property to any such encumbrance.

## SECTION 17. LIENS

17.1. Payment of Liens. Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional Rent. Any amount so added shall bear interest at the rate of ten percent (10%) per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

17.2. Withholding Payment of Liens. Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within ten (10) days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

## SECTION 18. QUIET ENJOYMENT

Landlord warrants that it is the owner of the Premises and has the right to lease them free of all encumbrances except those Permitted Exceptions. Subject to these Permitted Exceptions, Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the Term.

## SECTION 19. EVENTS OF DEFAULT

19.1. Default in Rent. Failure by Tenant to pay Rent or any other amount required to be paid by Tenant to Landlord under this Agreement within 10 days after written notice of such nonpayment is given to Tenant; provided, however, that Landlord is not required to give Tenant more than one such notice in any consecutive 36-month period. After giving the first such notice to Tenant during a consecutive 36-month period, Tenant will be deemed in default under this Agreement for failure to pay Rent or any other amount within 10 days after the same becomes due, without notice or opportunity to cure;

19.2. Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the agreement within thirty (30) days after written notice by Landlord specifying the nature of the default with reasonable particularity shall constitute a default. If the default is of such a nature that it cannot be completely remedied within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. Provided, however, if there is an immediate danger proposed by the nature of the breach by the Tenant, the notice required of Landlord may be shortened to address the urgency of the breach and the need for immediate correction.

## SECTION 20. REMEDIES ON DEFAULT AND DAMAGES

In the event of default, the Landlord at its option may terminate the Agreement by notice in writing by certified mail to Tenant. The notice may be given before or within thirty (30) days after the running of the grace period for default and may be included in a notice of failure of compliance. If the property is abandoned by the Tenant, in connection with a default, termination shall be automatic and without notice.

20.1. Damages. In the event of termination or default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future Rent or until the date fixed for expiration of the Term, the following amounts as damages:

20.1.1. The reasonable costs of reentry and reletting including without limitation the cost of any clean up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the Premises upon termination and to leave them in the required condition.

20.1.2. The loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been secured.



20.2. Right to Sue More than Once. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Term, and no action for damages will bar a later action for damages subsequently accruing.

20.3. Remedies Cumulative. The foregoing remedies will be in addition to and will not exclude any other remedy available to Landlord under applicable law and may be exercised concurrently or successively in such order or combination as Landlord in its sole discretion may elect.

20.4. Reentry after Termination.

20.4.1. Tenant shall vacate the Premises immediately, remove any personal property of Tenant and any other property required by Landlord under the provisions of Section 15, perform any clean-up alterations or other work required at the end of the Term, and deliver all keys to Landlord.

20.4.2. Landlord may reenter, take possession of the Premises and remove any persons and property by legal action.

## SECTION 21. TERMINATION

21.1. In the event Tenant terminates this Agreement pursuant to Section 4 above or the Term of this Agreement, including all renewals thereof, Tenant agrees to the following upon such termination of this Agreement:

21.2. If requested by Landlord, Tenant shall, without charge to Landlord, promptly execute, acknowledge and deliver to Landlord a quitclaim deed and bill of sale which (a) conveys all of Tenant's right, title and interest in and to the Premises; (b) assigns, without representation or warranty and to the extent assignable by the terms of such contracts, all contracts designated by Landlord, relating to the operation, management or maintenance of the Premises or any part thereof; and (c) conveys, without representation or warranty and to the extent assignable by the terms of such contracts, all plans, records, registers, permits, and all other papers and documents which may be necessary or appropriate for the proper operation and management of the Premises, and shall deliver all of the foregoing to Landlord.

21.3. Removal of Realty Fixtures Not Permitted. Except as provided in Section 21.7, Tenant is not required or permitted to demolish the Improvements. Except as provided in Section 21.7, Tenant shall not have the right to remove fixtures, and such fixtures shall automatically become the property of Landlord without payment of any kind to Tenant.

21.4. Surrender of Lien-Free Title. Unless otherwise provided herein, upon the expiration or earlier termination of this Agreement, Tenant shall deliver possession of the Premises, and every part thereof, to Landlord, cure all material defaults and shall grant and convey all right, title, and interest in the Improvements, and every part thereof, in good and broom- clean condition subject to ordinary wear and tear, free and clear of all liens and encumbrances created or suffered by Tenant, excepting (i) those created by Landlord, and (ii)

those liens and encumbrances approved in writing by Landlord with the express agreement of Landlord that such may survive the expiration or earlier termination of this Agreement. This obligation includes the obligation to discharge all liens and encumbrances which may exist upon early termination of this Agreement.

21.5. Surrender of Fixtures. Tenant's obligation under this Section 21.4 includes the obligation to deliver lien-free possession and title to all fixtures attached to the Improvements.

21.6. Failure to Surrender. If Tenant fails to surrender the Premises, or any part thereof, as required hereunder, at the expiration or sooner termination of this Agreement, Tenant shall indemnify, defend and hold the indemnified Parties harmless from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant, founded on or resulting from Tenant's failure to surrender, and any direct damages which the indemnified Parties may incur.

21.7. Tenant's Right to Remove Personal Premises. At the expiration or earlier termination of this Agreement, provided Tenant is not then in default under this Agreement, Tenant may remove any or all of Tenant's personal property from the Premises and Improvements, so long as (a) such personal property and trade fixtures can be removed without material damage to the Improvements, and (b) such personal property and trade fixtures are removed within thirty (30) days following such expiration or earlier termination of this Agreement, and (c) all resultant injuries to the Premises and Improvements are promptly and substantially remedied and Tenant takes reasonable steps necessary to preserve the appearance of the Premises and Improvements. Upon request of Landlord, Tenant shall remove any and all of Tenant's personal property from the Premises and Improvements upon expiration or earlier termination of this Agreement. Any personal property and trade fixtures remaining on the Premises after said thirty (30) day period shall automatically vest and become the sole property of Landlord without any payment by Landlord and without any further action or agreement required in connection therewith, including the necessity of a bill of sale, deed, conveyance or other act or agreement of Tenant, and without payment of any kind or nature by Landlord to Tenant or to any other person.

21.8. Nonrecourse Obligation. Tenant agrees that regarding any claim against Landlord, including any claim of default by Landlord under this Agreement or in any claim or cause of action arising under this Agreement or arising out of the landlord-tenant relationship created by this Agreement, the sole and exclusive remedy of Tenant will be against the interests of Landlord in the Premises and its reversionary interest in the Improvements and Landlord will have no other liability hereunder. Tenant will not enforce any judgment against Landlord except against the interest of Landlord in the Premises and its reversionary interest in the Improvements. In no event will any member, agent, or employee of Landlord have any personal liability to Tenant. Tenant agrees that this provision will apply to any and all liabilities, claims, and causes of action whatsoever, including those based on any provision of this Agreement, any implied covenant, or any statute or common-law principle. Notwithstanding any other provision of this Agreement, in no event whatsoever will Landlord be responsible for any consequential or incidental damages or for any action that Landlord believes in good faith is necessary to comply with legal requirements with respect to the Premises or Improvements.

**SECTION 22. GENERAL PROVISIONS**

**22.1. Non-Waiver.** Waiver by either Party or strict performance of any provision of this agreement shall not be a waiver of or prejudice the Parties' right to require strict performance of the same provision of the future or of any other provision. Acceptance of either Party of performance allowing a default will not be deemed a waiver of such default. No waiver by either Party of a default will constitute a waiver of any other default.

**22.2. Right to Cure Other Parties' Defaults.** If either Party fails to perform any obligation under this Agreement, the non-defaulting Party will have the option to cure the other Party's default after 30 days' written notice to the defaulting Party, or immediately in the event of an emergency. All of the expenditures to correct the other Party's default including a 10% markup to cover overhead and time of the curing Party will be reimbursed by the defaulting Party on demand from the date of expenditure and will be considered additional Rent in the case of Tenant. Such action will not waive any other remedies available to the non-defaulting Party because of the default. Tenant will have the right to deduct the costs from the next due payments of Rent under this Agreement unless Landlord disputes liability to Tenant, in which event Tenant, at its option, may submit the matter to binding arbitration. In the event of such a dispute, Tenant will not deduct the costs unless and until the dispute has been resolved either by a settlement agreement or by a final award in arbitration or a final judgment by a court of competent jurisdiction.

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

**LANDLORD:**

Central Oregon Community College  
Attn: \_\_\_\_\_  
2600 NW College Way  
Bend, OR 97701  
Email: \_\_\_\_\_

**LANDLORD'S AGENT**  
William Smith Properties, Inc.  
Attn: Peter McCaffrey  
15 SW Colorado Ave., Suite 1  
Bend, OR 97702

Email: peter@wspi.net

**TENANT:**

Mountain West Investment Corporation  
Attn: Jason Tokarski  
201 Ferry St. SE, Ste 400  
Salem, OR 97301  
Email: jason@mwinv.com  
With a copy to: asorem@sglaw.com

Any notice or other communication shall be deemed to be given at the expiration of the three (3) day after the date of deposit in the United States mail. The addresses to which notices or other

communications shall be mailed may be changed from time to time by giving written notice to the other Party as provided herein.

22.4. Invalidity. The invalidity of any provision of this agreement will not affect the other provisions, unless the purpose of the Parties in making this agreement would be thereby frustrated.

22.5. Warranties/Guarantees. Landlord makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that the Landlord will not be responsible for any loss, damage, or costs which may be incurred by the Tenant by reason of any such physical condition.

22.6. Interpretation. This agreement shall be deemed to have been made in, and performance thereof shall be construed in accordance with the laws of the State of Oregon.

22.7. Costs and Attorney Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this agreement, or that arise out of or relate to this Agreement, the prevailing party shall be entitled to reasonable attorney fees in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorney fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court that hears a request to compel or enjoin arbitration or to stay litigation or that hears any exceptions or objections to, or requests to modify, correct or vacate, an arbitration award submitted to it for confirmation as a judgment (with respect to attorney fees incurred in such court proceedings).

22.8. Mediation and Arbitration. Any dispute or claim that arises out of or that relates to this Agreement, or to the interpretation or breach thereof, or to the existence, validity, or scope of this agreement or the arbitration agreement, shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc. or its successor in accordance with the filing rules of the organization selected, and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The parties acknowledge that mediation usually helps parties to settle their dispute. Therefore, any party may propose mediation whenever appropriate through the organizations named above or any other mediation process or mediator as the parties may agree upon.

22.9. Recording. Tenant may elect that a copy of this Agreement or a memorandum of it, executed and acknowledged by both Parties, be recorded in the public records of Deschutes County, Oregon. Tenant will pay the recording costs.

22.10. Force Majeure. If either Party's performance of an obligation under this Agreement (excluding a monetary obligation) is delayed or prevented in whole or in part by (a) any Legal Requirement (and not attributable to an act or omission of the Party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident, epidemic, war, civil disorder, strike,

or other labor difficulty; (c) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (d) any other cause not reasonably within the Party's control, whether or not the cause is specifically mentioned in this Agreement, the Party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind.

22.11. Counterpart. This Agreement may be executed in any number of counterparts, including by fax signatures, each of which will constitute an original, but all of which will constitute one agreement.

LANDLORD:

TENANT:

CENTRAL OREGON COMMUNITY COLLEGE

MOUNTAIN WEST INVESTMENT  
CORPORATION

By:   
Its: PRESIDENT

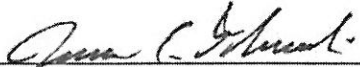
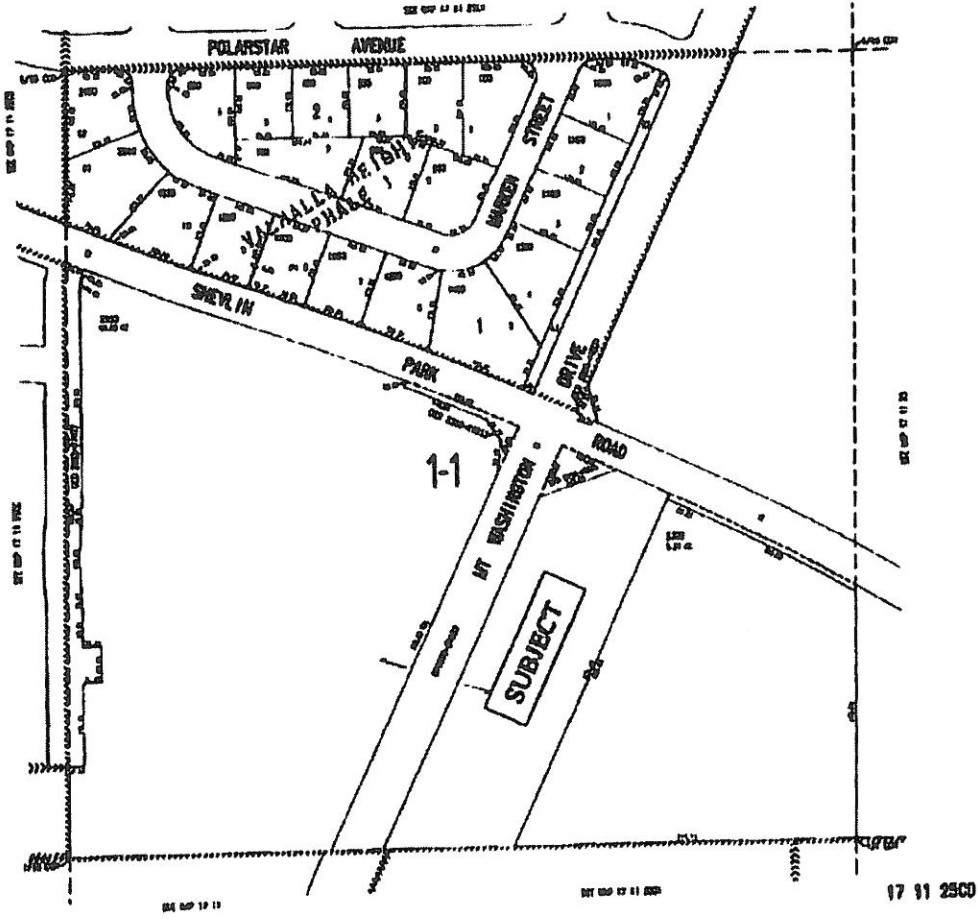
By:   
Its: VP

EXHIBIT A  
DEPICTION OF THE PREMISES

SE 1/4 361/4 SEC. 28 T. 17S. R. 11E. W.M.  
DESCHUTES COUNTY  
T. 17S.

17 11 2500



**EXHIBIT B**  
**LEGAL DESCRIPTION OF THE PREMISES**

That portion of the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section Twenty-five (25), Township Seventeen (17) South, Range Eleven (11), East of the Willamette Meridian, City of Bend, Deschutes County, Oregon, lying Southerly of the southerly boundary of Shevlin Park Road.

EXCEPTING THEREFROM the following parcel:

A parcel of land located in the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section Twenty-five (25), Township Seventeen (17) South, Range Eleven (11), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Beginning at the South 1/4 corner of said Section 25; thence South 89°54'34" West, 577.19 feet along the South line of said Section 25; thence North 24°45'32" East, 637.74 feet to a point on the Southerly right of way of Shevlin Park Road; thence South 65°14'28" East, 91.22 feet along said right of way; thence around a 2834.79 foot radius curve right, 257.62 feet, long chord bears South 62°38'16" East, 257.53 feet to a point on the North and South centerline of said Section 25; thence South 00°11'49" West, 421.64 feet along said North and South centerline of Section 25 to the point of beginning.

ALSO EXCEPTING THEREFROM that portion dedicated to the City of Bend recorded July 15, 1999 in Volume 1999, Page 34650, Deschutes County Records.

EXCEPTING THEREFROM that portion dedicated to the City of Bend recorded October 11, 2000 in Volume 2000, Page 41033, Deschutes County Records.

EXCEPTING THEREFROM that portion dedicated to the City of Bend recorded October 11, 2000 in Volume 2000, Page 41035, Deschutes County Records.

EXCEPTING THEREFROM that portion dedicated to the City of Bend recorded June 14, 2005 in Volume 2005, Page 36940 and rerecorded November 10, 2005 in Volume 2005, Page 77447, Deschutes County Records.

**EXHIBIT C**  
**FORM OF WRITTEN NOTICE OF ENTRY**

DATE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please be advised that on \_\_\_\_\_ between the hours of 8:30 am and 5:00 pm, management and/or personnel representing William Smith Properties Inc. will be entering your unit for an inspection for the purpose of \_\_\_\_\_. If you are unable to be present at the time of entry, we will use our key to enter.

We appreciate your cooperation.

Sincerely,

William Smith Properties Inc..



**EXHIBIT D**  
**DUE DILIGENCE WAIVER AND AMENDMENT AGREEMENT**

Date \_\_\_\_\_

Tenant: Mountain West Investment Corporation, an Oregon corporation  
Address: 201 Ferry Street SE, Suite 400, Salem, OR 97301

Re: Due Diligence Waiver Letter Regarding to That Certain Ground Lease Agreement Dated May\_\_\_\_, 2019, by and between Central Oregon Community College District, an Oregon\_\_\_\_\_*("Landlord")*, and Mountain West Investment Corporation, an Oregon corporation (*"Tenant"*) (the *"Agreement"*).

Dear \_\_\_\_\_:

In accordance with the terms and conditions of the above referenced Lease, Tenant hereby accepts possession of the premises and agrees Tenant deems all Tenant's Due Diligence conditions either satisfied or waived pursuant to Section 4.4 of the Agreement as of \_\_\_\_\_. Tenant's exclusive possession of the Premises shall be deemed effective as of \_\_\_\_\_.

Please acknowledge your acceptance of possession and agreement to the terms set forth above by signing this Letter in the space provided and returning an executed copies of the same to my attention.

Sincerely,

\_\_\_\_\_

Agreed and Accepted to by:

**CENTRAL OREGON COMMUNITY COLLEGE  
DISTRICT:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_



Exhibit 8.a

Mission Fulfillment	Main Areas	DRAFT Indicators
<b>COMMUNITY ENRICHMENT</b>	Educational Partnerships	HS Dual Credit Participation
		University Articulation / Transfer Agreements
	Business & Industry Connections	Industry Connection Credit CTE Programs
		Non-credit Training & Services
	Lifelong Engagement	Participation at College Events
		Satisfaction of Participants



**Central Oregon Community College  
Board of Directors: Resolution**

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Subject	Suspended Wildland Programs
<b>Strategic Plan Initiatives</b>	SS-1: Enhance development of course and program offerings and delivery methods.  CE-2: Advance positive regional economic development by assisting with educational and training needs of business, industry and workforce.
<b>Prepared By</b>	Dr. Betsy Julian, Vice President for Instruction

**A. Background**

Excerpt from Oregon Administrative Rules (OAR 589-006-0150): *Community college boards are responsible for approving their college's certificate of completion, associate degree and associate degree option requirements.*

This proposal to inactivate wildland fire programs reflect a reorganization and integration of this curriculum into existing fire science programs, and meets COCC, state, and regional accreditation (Northwest Commission on Colleges and Universities) standards. Upon approval by the COCC Board this program change will be submitted to the Oregon Higher Education Coordinating Commission/Office of Community College and Workforce Development and then to the Northwest Commission on Colleges and Universities as required.

**B. Options/Analysis**

Approve the proposed inactivated academic program.  
Decline approval of the proposed inactivated academic program.

**C. Timing**

This program will be immediately unavailable for new students to declare; it has been reviewed and approved by COCC's Curriculum Committee with teach-out and communication plans to avoid disruption to in-progress students.

**D. Budget Impact**

All courses will continue to be taught; there is no budget impact.

**E. Proposed Resolution**

Be it resolved that the Central Oregon Community College Board of Directors approves the following deleted academic program effective Fall 2020:

Inactivated programs

- Wildland Fire Fuels Management Associate of Applied Science
- Wildland Fire Suppression One-Year Certificate of Completion
- Wildland Firefighter Type II Career Pathway Certificate of Completion



## Central Oregon Community College Board of Directors: Information Item

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<b>Subject</b>	# Real Colleges Survey
<b>Strategic Plan Connection</b>	SS-3: Enhance and promote the resources and support services available to help students overcome non-academic challenges.
<b>Prepared By</b>	Alicia Moore, Vice President of Student Affairs

### INTRODUCTION

The [#RealCollege survey](#), created by the [Hope Center for College, Community, and Justice](#) (Hope Center), is the nation's largest annual assessment of housing security, food security and homelessness among college students. COCC, along with 14 other Oregon community colleges, participated in the survey in winter 2020. The attached report provides an executive summary of the survey's findings, noting that the full report is available by contacting Alicia Moore, Vice President for Student Affairs, [amoore@cocc.edu](mailto:amoore@cocc.edu).

**THE HOPE CENTER: #REALCOLLEGES SURVEY**  
**EXECUTIVE SUMMARY**

**Survey Overview**

The [#RealCollege survey](#), created by the [Hope Center for College, Community, and Justice](#) (Hope Center), is the nation’s largest annual assessment of housing security, food security and homelessness among college students. The survey was administered in fall 2019 to more than 90 two-year colleges and 33 four-year colleges nationwide, with nearly 86,000 college students responding. 14 Oregon community colleges participated in the survey, with expenses covered by the Oregon Community College Strategic Fund, including a \$100 cash incentive for up to ten respondents at each institution.

The survey was sent to all students enrolled in credit classes during fall 2019. COCC’s response rate was 12.3% or 602 students. The demographics of students who responded to the survey reflect the demographics of the credit student population.

**Survey Responses: General Observations**

Overall, COCC’s findings indicate that Central Oregon student experiences with food insecurity, housing insecurity, and homelessness are relatively the same as state and national comparators, with only a few exceptions throughout:

	COCC	Oregon Community Colleges	National Colleges and Universities
Food insecurity in last 30 days	41%	41%	39%
Housing insecurity in last year	52%	52%	46%
Homelessness in last year	22%	20%	17%

There are overlapping concerns amongst the categories measured in this survey, with 66% of respondents at COCC experiencing *at least one* of these forms of basic needs insecurity in the past year.

**Food Insecurity**

54%: “I couldn’t afford to eat balanced meals.”

44%: “I worried whether my food would run out before I got money to buy more.”

26%: “I was hungry but did not eat because there was not enough money for food.”

**Survey Responses: Food Insecurity**

Food insecurity is defined as limited or uncertain availability of nutritionally adequate and safe food, or the ability to acquire such food in a socially acceptable manner during the 30 days preceding the survey.

During the 30 days prior to the survey, a relatively equal number of respondents felt food secure versus food insecure. 43% of respondents

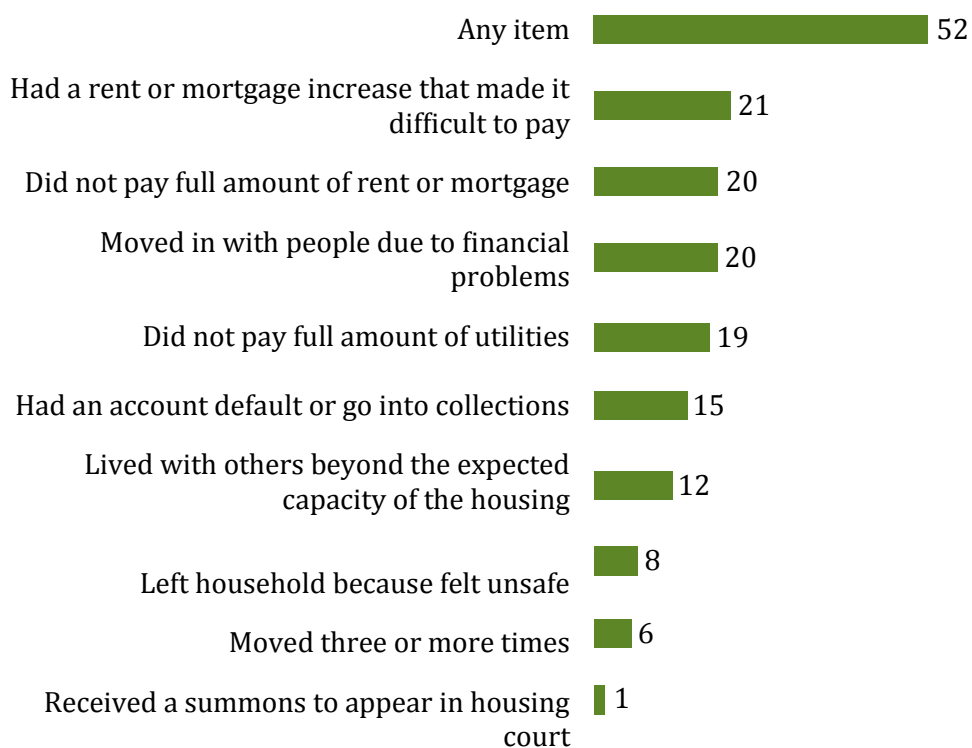
were secure in their food resources, whereas 41% of survey respondents experienced low or very low levels of food security. This is relatively the same as national and statewide numbers.

## Survey Responses: Housing Insecurity

The Hope Center defines housing insecurity as challenges with the ability to pay rent or utilities, the need to move frequently, or lack of safety in the home environment, all within the previous year. All of these challenges affect students, and results suggest they are more likely to suffer some form of housing insecurity than to have all of their other needs met during college.

For COCC respondents, the most commonly reported challenges were an increase in rent or mortgage rates that made it difficult to pay the full amount, the inability to fully pay rent or mortgage bills and not paying the full amount of utilities. COCC responses to housing insecurity questions were within one to three percentage points for all questions compared to Oregon community colleges and two-year national institutions.

### Housing Insecurity (% Respondents Endorsing Statement)



## Survey Responses: Homelessness

Students were identified as homeless if they responded affirmatively to questions asking if they had been homeless or they experienced living conditions that are considered signs of homelessness in the previous year (e.g., temporarily living with a relative, friend, or couch surfing; lived in a camper, RV, or motel; lived in a shelter).

88% of survey respondents at Central Oregon Community College did not qualify as homeless during the prior year. Those identified as homeless – 22% – was slightly higher when compared to other

Locations Stayed Overnight Within Prior Year	
14%	Temporarily stayed with a relative, friend or couch surfed.
8%	Stayed in a camper or RV.
2%	Stayed in an outdoor location.

Oregon community colleges (20%) and two-year national institutions (17%). Students could also self-identify as homeless; for COCC and Oregon community colleges, this was 5%.

### Survey Analysis: Overlapping Challenges

Students often experience basic needs insecurity in one or more forms, either simultaneously or over time. Students’ overlapping challenges in the data demonstrate that basic needs insecurities are fluid and interconnected.

34% of Central Oregon Community College respondents were secure in all of their basic needs; this is slightly lower when compared to Oregon community colleges (37%) and two-year national institutions (38%). In contrast, at 66%, respondents at Central Oregon Community College experienced at least one form of basic needs insecurity, compared to 63% in Oregon community colleges and 62% nationally.

COCC respondents were lowest when intersecting food and housing insecurity (30%) compared to Oregon community colleges (33%) and two-year national institutions (32%).

### Survey Analysis: Demographics

In reviewing the age, race and gender demographics of survey respondents, **age** showed to have the greatest disparity in rates of basic needs insecurity with the lowest rates in 18- to 20-year olds and the highest rates in 26- to 30-year olds.

Just over 20% of survey respondents had children. **Students with children** were more housing insecure (44%) than those without (40%), a similar finding among Oregon community college and national survey respondents.

When it came to race or ethnic background, **Native American** student respondents had a markedly higher rate of homelessness (38%) than other respondent groups (20 – 23%), similar to other Oregon community college and national survey respondents.

In relation to **college experience**, food insecurity was higher for full-time students (44%) than part-time students (36%) and housing insecurity and homelessness was similar for part-time and full-time student respondents. When looking at years in college, student respondents who had three or more years in college had the highest rates of housing insecurity (60%); again, a similar finding among Oregon community college and national survey respondents.

**Demographic Factors Influencing Basic Needs Security**

	Food Insecurity	Housing Insecurity	Homelessness
26- to 30-year olds	●	●	●
Students with Children	●	●	●
Native American Students			●
Full-Time Students	●	●	●
3+ Years in College		●	
Convicted of Crime	●	●	●
Disability or Medical Condition	●	●	●

Other demographic factors influencing basic needs insecurity were those respondents convicted of a crime and psychological disorders.



## Survey Analysis: Utilization of Supports

Just over half of student respondents experiencing basic needs insecurity are receiving public assistance (public health insurance, SNAP, housing assistance, etc.) and only 10% are using on campus supports. It is worth noting that student respondents who are secure in their basic needs are still accessing public benefits and campus supports, albeit at lower rates than their peers.

## Conclusion and Next Steps

Overall, COCC's results closely mirror those of other Oregon and national community colleges. Regardless, the numbers are not as strong as the College would like and as such, will continue to support many efforts underway to help students in need. This work includes participating in the State of Oregon [SNAP Training and Employment Program](#) (STEP), offering [emergency loans](#), serving as a [211](#) sponsor, and more. Additionally, the College recently centralized all basic needs support services in one [online location](#). Further, the College and COCC Foundation are talking with community partners about offering in-person, personalized support for students struggling with basic needs such as housing, food, medical, and utilities, among other areas. Details will be shared as this project develops.

Thank you to the following individuals who helped evaluate COCC's results and contributed to this report: Zak Boone, Chief Advancement Officer; Andrew Davis, Director of Student and Campus Life; Alicia Moore, Vice President for Student Affairs; Jenni Newby, Instructional Dean; Brittany Nichols, Director, Director of Foundation Programs; Brynn Pierce, Director of Institutional Effectiveness; and Breana Sylwester, Director of Financial Aid.



## Central Oregon Community College Board of Directors: Information Item

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<b>Subject</b>	<b>2020 Student Campus Climate Survey</b>
<b>Strategic Plan Initiatives</b>	Student Experience-3: Promote diversity, inclusiveness and community on all campuses and online.
<b>Prepared By</b>	<ul style="list-style-type: none"><li>• Alicia Moore, Vice President of Student Affairs</li><li>• Christy Walker, Director of Diversity and Inclusion</li><li>• COCC Diversity Committee</li></ul>

### SURVEY HISTORY AND PURPOSE

Every three years, the [COCC Diversity Committee](#) conducts a student college climate survey. The survey focuses on student perceptions on whether COCC is a welcoming, inclusive, and respectful college and asks for feedback on conduct perceived to be disrespectful, threatening, or excluding.

The most recent survey was sent to all credit-seeking students in January 2020, with 304 students (5.8%) responding. The demographics of respondents are slightly different than the College as a whole: More women and fewer branch campus students responded, while the percent of students of color was relatively equal to the College population.

The following report provides a summary of survey findings, noting that this year's findings parallel those in previous years. Those interested in reading the full results may contact Christy Walker, Director of Diversity and Inclusion, [cwalker2@cocc.edu](mailto:cwalker2@cocc.edu).

### SUMMARY OF FINDINGS

#### Campus Climate

Most students reported feeling safe and comfortable at COCC in terms of the campus climate and with staff and faculty. With this, 93% gave positive feedback about the classroom climate and 83% of respondents felt comfortable or very comfortable with the overall climate at COCC:

- 93%: Climate in class
- 83%: Overall climate at COCC

“This campus is very welcoming and inviting to students of all spectrum, whether it is race, ethnicity, gender, socioeconomic status, or social interests.”

### Interacting with Others

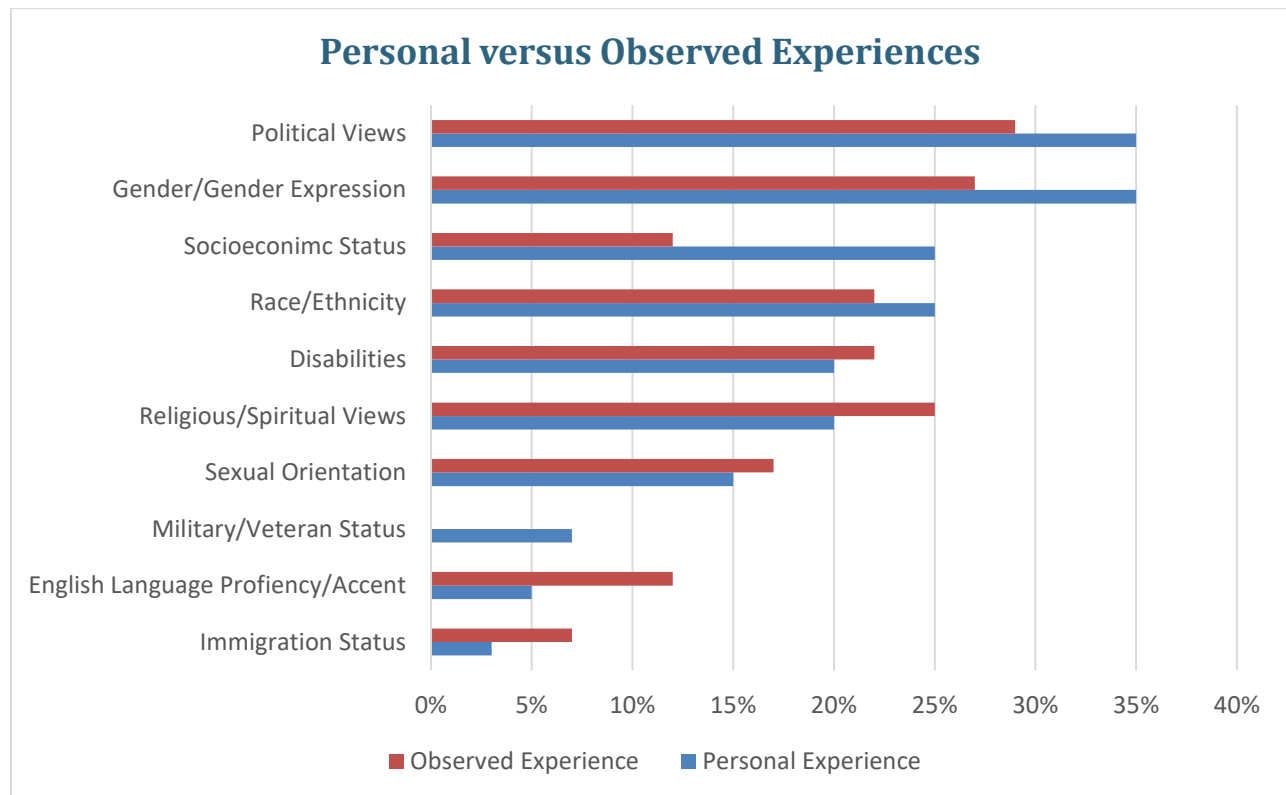
Students responded positively about interacting with faculty and staff, as well as students, who are different than them.

Comfort Levels		
Difference based on:	With Faculty/Staff	With Peers
Ethnicity	90%	89%
Sexual Orientation	88%	86%
Religion/Spiritual Views	81%	81%

### Personal or Observed Experiences

Students were asked to comment on the types of interactions they personally experienced and those that they observed; details are in the chart below. *Personal experiences* included being deliberately ignored or excluded (25%), the target of offensive remarks (20%), and intimidated or bullied (20%). *Observed incidents* included derogatory remarks (42%), isolated or left out (34%), deliberately ignored or excluded (29%), and intimidated or bullied (29%).

Personal experiences most frequently took place in the classroom (70%) or in a public space on campus (20%), while observed experiences most frequently occurred in the classroom (56%). The primary source of personal experiences were fellow students (55%) and instructors (25%), with observed incidents relatively similar.



## Reporting

Seven individuals who personally experienced discriminatory or negative behaviors reported those incidents, while 12 students who witnessed these behaviors did so. Respondent answers as to how satisfied students were with the College's response in either circumstance varied.

## STUDENT COMMENTS

While the general results of the survey convey a positive campus climate, students shared deeply personal comments about their personal experiences. While all are worthy of note, the following statements stood out to those reviewing the survey results:

"I am harassed because of the color of my skin and my political views."

- "I feel like many of the classes are designed for 18-year olds with financial support. Not taking into account that some of us have to work multiple jobs to attend college."
- "My political views have been openly teased. Nothing too harmful, but when professors and students assume that everyone in the class shares their political views, they tend to be more likely to gang up on the opposing views of others. "
- "I am in a class with a student in a wheelchair. I had to help them through most of the lab, as they could not reach materials, the teacher was inattentive to their individual needs, and they struggled with the material."
- "I have been told by other students to 'shut up' when bringing up my political views and the professors have actively taught material that is discriminatory against my ethnicity."

## NEXT STEPS

**Student Training:** While the Office of Diversity and Inclusion (ODI) offers regular trainings for staff, the next step is to develop parallel trainings for students. 69% of respondents indicated interest to these types of trainings.

**Faculty Training:** It is not surprising that students report most incidents taking place in the classroom given the commuter nature of community college students. As such, staff will work with Instruction to consider future trainings focused on preventing and managing classroom incidents.

**Reporting Process:** Given the small volume of students reporting incidents, staff will work with appropriate parties on campus to increase awareness of the reporting process, as well as modify communication to those reporting incidents to create greater awareness of process and report conclusions.

**LGBTQ+ Student Support:** Nearly 40% of students who provided demographic information indicated they were part of the LGBTQ+ community. The Diversity Committee and ODI staff will begin exploring best practices in supporting LGBTQ+ students beyond current College supports.