

Executive Committee Agenda

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1. Call to Order/Roll/Declaration of a Quorum (1:30pm) <i>Chair Graham</i>	
2. Consent Agenda <i>Chair Graham</i>	
2.1 Approve Minutes of October 8, 2015 Meeting	1
3. Action Items (1:35pm)	
3.1 Recommendation to the Board to Authorize the President to Enter into an Agreement to Exchange Services and Support with the Oregon Tech Foundation , pending Legal Review (15 minutes) <i>Foundation President, Dee Thompson</i>	5
3.2 New Trustee Recommendation (15 minutes) <i>President Maples</i>	23
4. Discussion Items (2:05m)	
4.1 Marketing Report (20 min) <i>AVP Saunders</i>	31
4.2 Review of Board Agenda Items (10 min) <i>Chair Graham</i>	
5. Other Business/New Business (2:35pm) <i>Chair Graham</i>	
6. Adjournment (2:40pm)	



**Meeting of the
Oregon Tech Board of Trustees
Executive Committee
Sunset Room, Klamath Falls Campus
October 8, 2015
3:15pm – 5:00pm**

DRAFT MINUTES

Committee Trustees Present:

Chair Lisa Graham
Vice-Chair Steve Sliwa
Paul Stewart

Dan Peterson
Jeremy Brown
Fred Ziari

President Chris Maples

Other Trustees Present:

Trustee Goloski

University Staff and Faculty Present:

Sue Cain, Senior Budget and Planning Officer
Lita Colligan, AVP Strategic Partnerships
Erin Foley, VP of Student Affairs/Dean of Students
Lori Harris, Senior Fiscal Manager
Traci Houtz, Associate Director of HR
Michelle Meyer, Interim VPFA
Laura McKinney, VP Wilsonville
Hallie Neupert, Interim Dean ETM
MaryLou Nicholson, Accountant
Denise Reid, Assistant Director of Business Affairs
Sara Reuter, Director of Sponsored Projects and Grant Administration
Tracy Ricketts, AVP Development and Alumni Relations
Paul Rowan, VP ITS
Di Saunders, AVP Communications and Public Affairs

1. Call to Order/Roll/Declaration of a Quorum

Chair Graham called the meeting to order at 3:20pm. The Secretary called roll and a quorum was declared.

2. Consent

2.1 Approve Minutes of July 9, 2015 Meeting

Trustee Brown moved to approve the minutes. **Trustee Peterson** seconded the motion. With all Trustees present voting aye, the motion passed unanimously.

3. Action Items

3.1 Recommendation to the Board regarding a Policy on Recommending Candidates for At-Large Board Positions

Chair Graham outlined the proposed policy and explained the Governor can directly appoint a member to the Board but the board can take the initiative to recommend names based on the culture and make-up of the board the Trustees believe is best for the university. She stated trustees will assist in bringing names to the President and the Executive Committee essentially serves as the nominating committee. Consensus that policies need to be drafted for board evaluation, including our values statement, and self-evaluation processes for review at the February meeting.

Vice-Chair Sliwa moved to recommend the board adopt the policy on recommending candidates for at-large positions. Trustee Stewart seconded the motion. Trustee Peterson asked about the internal selection process and how the review committee was put together. **President Maples** stated that in the past he received names from Faculty Senate, Administrative Council and students. **With all Trustees present voting aye, the motion passed unanimously.**

4. Discussion Items

4.1 Marketing Report Update

AVP Saunders walked through a PowerPoint presentation (on record) outlining what the Marketing Communication and Public Affairs department accomplished last year and what the focus will be on in the year to come. She explained they are moving from a reactive to a proactive approach and have approximately \$85,000 in the budget for advertising. She addressed the department's role in admissions. **Chair Graham** suggested contacting companies and explaining what programs, degrees, and advanced training we offer to increase student enrollment. The Board would like to know which businesses the Board and Foundation Board might contact. Discussion regarding advertising with local versus regional and statewide media outlets. **AVP Saunders** stated the department is working to evaluate what worked and what did not. She will contact her colleagues at other universities to discuss advertising strategy and the correlation on student enrollment and retention. **Vice-Chair Sliwa** suggested conducting focus groups for the students who chose to attend Oregon Tech and contacting students who chose a different school over Oregon Tech to see if their decision could have been changed. The Board would like to know what markets the Marketing Department is focused on, what strategies are used to focus for each of them, and what hurdles exist in each.

4.2 HECC University Evaluation Presentation

AVP Colligan presented for Provost Burda. She went over a high level summary of the authority of the HECC and explained it is broadening through legislation because of the absence of a Chancellor's Office. HECC is to evaluate each university on an annual basis; she outlined the specifics the evaluation must include. HECC approved the evaluation format but still wants to have a 360 degree review including faculty, students, and community members. Oregon Tech will not be required to complete this until 2017. **Vice Chair Sliwa** stated he sees the request for information as the legislature gathering data to ensure they made the right decision creating individual boards. He would like to remind

HECC that the university already has accreditation and we don't need another detailed reporting requirement. **Chair Graham** suggested that the Board or President present the evaluation information to the HECC to ensure they hear the challenges of the university and understand we are in alignment with what they are asking for. **President Maples** will work with LAC and other TRU presidents and will return to the Board with a strategy.

4.3 Mission Alignment and Outcome Based Funding Update

AVP Colligan presented for Provost Burda. She stated that the provosts put together a list of principles showing the core similarities of all universities and matrices showing data. **Chair Graham** requested to see those numbers brought before the board. **Trustee Brown** asked how much it costs to produce a degree in each program across the universities. **Vice-Chair Sliwa** stated there is a need to provide data that shows HECC is looking at things in an antiquated manner; suggested collecting data that proves the philosophy of keeping tuition down for all students is dated; students who can afford to pay more can offset the students who can't pay full tuition.

4.4 Oregon Tech Mission Presentation to HECC

President Maples stated we are heavily pre-scripted by the NWCCU on what the mission is supposed to look like, requiring inclusion of the core themes and measurable outcomes. He will present the mission to HECC and explain the differences in our students and degrees, what we do, and how we do it. **Chair Graham** asked him to address the industry needs and how Oregon Tech provides graduates for those industries and what it costs to produce those graduates versus the funding we receive. She asked the executive staff to propose out of the box programs to differentiate the University. **Trustee Peterson** stated that the board needs to be cognizant of how these thoughts are communicated, the need to obtain faculty input, and whether there is adequate faculty in place.

4.5 Review October 9, 2015 Pending Board Action Items

Chair Graham reviewed the two action items on the Board agenda. **Trustee Brown** stated his concern about having a budget that is not balanced.

5. Adjournment

Trustee Brown moved to adjourn the meeting. **Vice-Chair Stewart** seconded the motion. With all trustees present voting aye, the motion passed unanimously. Meeting adjourned at 5:25pm.

Respectfully submitted,



Sandra Fox,
Board Secretary

ACTION

Agenda Item No. 3.1

Recommendation to the Board to Authorize the President to Enter into an Agreement to Exchange Services and Support with the Oregon Tech Foundation, pending Legal Review

Summary

In December 1996 Oregon Tech and the Oregon Tech Foundation entered into a contract to exchange services and support. This contract was amended in 2002 and is again proposed for revision.

Background

The Contract between the Oregon Tech Foundation and the University outlines responsibilities of and relationship between each party; financial arrangements; goal setting and fundraising; data bases, records, and donor information retention and access; and processes for auditing and reporting. The Foundation Board and staff reviewed the existing contract and propose amendments, including renaming the Oregon Administrative Rules as University Policies and reorganizing the contents to create an easier to follow document. The substance of the proposed agreement essentially remains the same. The Oregon Tech Foundation Board met on February 5, 2016 to review the proposed contract and would like to move forward with its legal review if the Board of Trustees is satisfied with the intent of the agreement and the proposed amendments.

Recommendation

Move to recommend the Board authorize the President to enter into an Agreement to exchange services and support with the Oregon Tech Foundation, pending legal review.

Attachments

- Existing Contract
- Proposed Agreement

EXISTING CONTRACT
RESTATED
OREGON INSTITUTE OF TECHNOLOGY
AND
OREGON TECH FOUNDATION
CONTRACT TO EXCHANGE SERVICES AND SUPPORT

On December 5, 1997 the Oregon Institute of Technology (hereinafter the "Institution") and the Oregon Tech Foundation (hereinafter the "Foundation") entered into a Contract to Exchange Services and Support. The parties desire to update that agreement by this restatement. This restated agreement supersedes all previous agreements between the parties as well as amendments thereto, if any. Such previous agreements and amendments automatically become null and void as of the effective date of this agreement.

RECITALS

A. The Institution is an institution of higher education and a member of the Oregon State System of Higher Education established under and by virtue of ORS Chapter 351 and 352, including ORS352.002; and,

B. The Foundation is a private non-profit public benefit corporation existing under and by virtue of ORS Chapter 65 for the express purpose of aiding and promoting educational and charitable purposes and lawful activities of the Institution; and,

C. The Foundation is recognized by the Internal Revenue Service as having tax exempt status under Section 501(c)(3) of the U.S. Internal Revenue Code; and,

D. The Institution has officially recognized the Foundation as satisfying the standards and eligibility requirements set forth in Oregon Administrative Rule 580-046-0005(1) (hereinafter "Rule"); and

E. The Foundation has accepted recognition as provided in Rule 580-046-0010(3).

F. It is the purpose of this contract and the representations made by each party pursuant thereto to comply with the requirements of Rule 580-046-0035(7) and to set forth the manner in which the Institution is to provide support to the Foundation and in which the Foundation is to provide support for the Institution.

AGREEMENT

In consideration of the mutual covenants, promises and conditions herein contained, and for good and valuable consideration the adequacy of which is hereby acknowledged, the Institution and the Foundation agree as follows:

1. Foundation Support of Institution.

1.1 The Foundation's sole purpose is to provide support to the Institution. In accordance with the Foundation's governing documents, that support includes, but is not limited to:

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1.1.1 Raising, receiving, investing and administering funds for the Institution to use for its charitable, scientific, cultural and educational purposes;

1.1.2 Assisting the Office of Institutional Advancement in its fund raising activities and development programs with individuals, corporations, foundations, and other organizations;

1.1.3 Soliciting funds for the purchase of the Institution equipment, supplies, faculty travel, support of research by selected faculty, staff and students; funding faculty chairs, student scholarships, supporting other educational, research, cultural, scientific, public service and charitable activities and lawful purposes of the Institution and in accordance with the Foundation's By-Laws and Articles of Incorporation;

1.1.4 Funding wholly or in part, including other payroll expenses, the Foundation employee positions which are not funded by the Institution, but which provide services to the Foundation and indirectly to the Institution;

1.1.5 Funding wholly or in part, including other payroll expenses, the Institution employee positions which are not funded by the Institution, but which provide services to the Foundation and indirectly to the Institution;

1.1.6 Assigning to the Oregon State Board of Higher Education on behalf of the Institution any and all rights to claims the Foundation may have acquired or may acquire in the future to publications, inventions, and all other forms of intellectual property evolving directly or indirectly from research and related activities conducted by the Institution employees with funds provided to the Institution by the Foundation;

1.1.7 Investing funds it controls in a prudent manner, using a finance committee;

1.1.8 Performing other acts as may be deemed appropriate in carrying out the purposes of the Institution;

1.2 The Institution agrees that the Foundation shall be the conduit to receive charitable contributions, gifts and grants that benefit the Institution and the Foundation. The Foundation shall administer all charitable contributions, gifts and grants in accordance with any relevant restrictions, and shall accept them only with the approval of the Institution.

2. Foundation Use of Institution Name.

2.1 The Foundation may, in connection with its lawful business and activities, use the name of the Institution as well as the Institution's logo, informal seal and other symbols and marks of the Institution.

2.2 The Foundation shall not delegate the authority for the use permitted by 2.1 to any person or entity without the written approval of the President of the Institution.

2.3 The Foundation agrees to cease the uses permitted by 2.1 above:

2.3.1 Upon the Foundation's dissolution or upon withdrawal of recognition

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pursuant to Rule 580-046-0045;

2.3.2 When the Foundation ceases to be a private non-profit corporation or otherwise fails to comply with Rule 580-046-0020(1), (2) and (3).

3. Relationship between Foundation and Institution.

3.1 The Institution agrees to encourage and maintain the independence of the Foundation, to act at all times so as not to jeopardize that independence, while at the same time encouraging the cooperative relationship between the Institution and the Foundation.

3.2 The President of the Institution:

3.2.1 Shall be an ex officio non-voting member of the Foundation's Board of Trustees or Board of Directors and Executive Committee; and,

3.2.2 May appoint a designee to fulfill these responsibilities, in which event the President shall notify in writing the Foundation's Board of Trustees or Board of Directors of such delegation, which shall remain in effect until amended or revoked by the President in writing.

3.3 The following Institution employees shall also be ex officio non-voting members of the Foundation's Board of Trustees or Board of Directors:

Vice President for Institutional Advancement

Vice President for Finance and Administration

Director of Alumni Relations

3.4 The Foundation agrees to cooperate with the President of the Institution and/or his or her designee to permit compliance with Rule 580-046-0030(2).

3.5 No Institution employee may be a voting member of a governing body of the Foundation.

3.6 Because the Institution is the Foundation's sole beneficiary and the Institution's well-being is the sole mission of the Foundation, conflicts of interest for certain Institution employees who serve on the Board of Trustees or the Board of Directors and/or officers of the Foundation are expected to occur only in rare and unusual circumstances. In cases of apparent or real conflict of interest, any conflict between the Institution and the Foundation shall be resolved solely by the independent officers and members of the Board of Trustees or the Board of Directors of the Institution and the Foundation who are not directly or indirectly involved in the conflict situation.

4. Foundation's Obligations to Institution.

4.1 The Foundation agrees, in accepting gifts of all kinds, to obtain the Institution's approval through the Vice President for Institutional Advancement of any restrictive terms and conditions, and to advise donors that a restricted gift for the benefit of the Institution may not be

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accepted without the Institution approval.

4.2 The Foundation agrees to coordinate all fund raising goals, programs and campaigns with the Institution's designee for such purposes.

4.3 The Foundation shall annually provide the President of the Institution with a summary report of gifts received on behalf of the Foundation and the Institution as a result of the Foundation activities. The President shall provide such reports to the Chancellor.

4.4 The Foundation agrees that revenue received from Institution activity, other than through normal advancement activities and other than amounts subject to Section 1.2, shall not be deposited in a Foundation account.

4.5 The Institution and the Foundation agree to develop guidelines regarding the identification of funds so that the intended donee, whether the Institution or the Foundation, actually receives the funds, subject to Section 1.2.

4.6 The Foundation shall obtain, operate and maintain its accounting, development, activities, alumni records and other information on Institution-compatible data processing equipment, peripheral hardware and software.

5. Foundation Affiliates (Not Separately Incorporated)

5.1 The Foundation agrees to comply with the provisions of Rule 580-046-0020(4) regarding affiliates which are part of the Foundation organization and which support a particular unit or activity of the Institution and which are not separately incorporated.

5.2 To permit compliance with Rule 580-046-0020(4)(d), the Foundation advises that the following named groups are the affiliates subject to Rule 580-046-0020(4):

Oregon Tech Alumni Association
Shaw Historical Library

5.3 The President of the Institution approves of the affiliates described in 5.2 above and agrees to report such affiliations to the Chancellor of the Oregon State System of Higher Education as required by Rule 580-46-0020(4)(d).

5.4 The Institution may recommend to the Foundation that the Foundation include a previously unrecognized affiliate, and the Foundation agrees to give reasonable consideration to such request, provided that the proposed affiliate meets the requirements of Rule 580-046-0020(4).

5.5 The Foundation agrees that all official affiliates shall be permitted one ex officio representative to the Foundation Board of Trustees or Board of Directors.

6. Entities Established by or Associated With Foundation

6.1 The Foundation agrees to comply with the provisions of Rule 580-046-0020(5) regarding entities with which the Foundation may form relationships or associations.

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6.2 To permit compliance with Rule 580-046-0020(5), the Foundation advises that the following named groups are the entities with which a relationship or association exists that is subject to Rule 580-046-0020(5):

Oregon Institute of Technology Athletic Foundation

6.3 The President of the Institution approves of the entities described in 6.2 above and agrees to report such entities to the Chancellor of the Oregon State System of Higher Education as required by Rule 580-046-0020(5).

6.4 The Institution may recommend to the Foundation that the Foundation include a previously unrecognized entity, and the Foundation agrees to give reasonable consideration to such request, provided that the proposed entity meets the requirements of Rule 580-046-0020(5).

6.5 The Foundation agrees that all official entities established by or associated with the Foundation shall be permitted one ex officio representative to the Foundation Board of Trustees or Board of Directors.

7. Limitations on Payments by Foundation.

7.1 The Foundation agrees not to make any payments to an Institution employee except as permitted by rule 580-046-0035(6).

7.2 The Institution agrees to provide the approvals required by Rule 580-046-0035(6)(b), provided the Institution's interests will not be jeopardized thereby.

8. Institution Support of Foundation.

8.1 The Institution agrees to provide the Foundation with such square footage of office space under such terms and at such locations as are mutually acceptable, including office furniture, equipment, utilities and janitorial services.

8.2 The Institution shall provide student employees to perform miscellaneous service to the Foundation, including but not limited to tele-funds, data entry and gift receipting. The Institution will provide the Foundation access to its Human Resources Information System and its Financial Information System for the purpose of preparing payroll information for student employees. The Foundation agrees not to use this information for any purpose other than that set out in this contract. The Foundation agrees not to disclose this information to any other party except as required by law.

8.3 The Institution shall provide the Foundation access to the Institution Student Information System for the purpose of verifying eligibility for scholarships administered by the Foundation. The Foundation agrees not to use this information for any purpose other than that set out in this contract.

8.4 The Institution shall provide the Foundation with the following additional services:

8.4.1 Consultation regarding the Foundation meeting/event arrangements; coordination of some events, including arranging catering and meeting spaces.

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8.4.2 Consultation regarding publicity for the Foundation events, its Board of Trustee activities, advancement efforts; coordination of publicity for activities involving the Institution and the Foundation.

8.4.3 Use of campus mail support and telephone or communication support on a modified cost-reimbursement basis.

8.4.4 Maintenance of general office functions such as typing, filing, reception and telephone communication as required.

8.4.5 Record gifts and other cash receipts. Process disbursement documents, transfers between accounts and maintain other fiscal records and reports as may be required.

8.5 The Institution shall provide the Foundation access to and use of the support services listed in 8.5.1 to 8.5.4.

8.5.1 The Institution Telecommunications Office services, including all telephone related services, data and/or network services, and computer systems services, including internet access and central web services. The Foundation agrees it will comply with all State of Oregon, Oregon University System and the Institution policies and procedures on use and security;

8.5.2 Printing Department services, including printing, duplicating, mailing services, campus mail and campus freight;

8.5.3 Use of materials developed by the Institution Marketing; with prior approval of Marketing

8.6 The Foundation shall provide reimbursement for Section 8 services on the same basis as Institution college departments.

8.7 The Institution shall provide the Foundation employees with the Institution identification cards. The Foundation employees shall be entitled to parking, admittance to athletic events, access to Library, and participation in staff recreation and fitness programs at the same rates that such benefits and facilities are made available to the Institution employees.

8.8 The Institution shall provide to the Foundation on a biennial basis, its priorities for the Foundation fundraising efforts.

8.9 The Institution may provide other limited and reasonable support to the Foundation consistent with the support outlined above from funds otherwise available to the Institution.

9. Foundation Audits and Reporting.

9.1 The Foundation has selected the Certified Public Accounting Firm of Rusth, Spires and Menafee (hereinafter Rusth) to serve as the Foundation's independent auditor and to complete a full and complete annual audit of its finances and operation. The Foundation agrees to notify the Institution within thirty (30) days if it selects a different auditor.

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9.2 The Foundation shall:

9.2.1 Permit annually a full and complete audit of its finances and operations by Rusth or another accountant approved by the Foundation's Board of Trustees or Board of Directors.

9.2.2 Promptly pay for the auditing services as required by 9.2.1 above.

9.3 The Foundation agrees to provide annually to the President of the Institution:

9.3.1 Audit Report.

9.3.2 A list of Foundation officers, directors and trustees.

9.3.3 Foundation managers.

9.3.4 The names of the officers, directors and trustees of all entities to which Rule 580-046-0020(4) and (5) are applicable.

9.4 The Foundation agrees to comply with Rule 580-046-0040(2)(b) by permitting the President of the Institution, or, after consultation with both the Institution and Foundation president, the Chancellor using the Institution or OSSHE internal auditors to inspect and audit all Foundation books and records at reasonable times. The Foundation shall provide such reports of and information on its financial status and operations as required by the President of the Institution or the Chancellor in order to assure conformance by the Institution and the Foundation with these rules. Confidentiality of records and reports will be maintained consistent with applicable public law.

10. Compliance with the Board of Higher Education Rules.

Both the Institution and the Foundation agree to comply with the rules and directives of the Oregon State Board of Higher Education pertaining to the relationship between institutions and affiliated organizations, including amendments adopted by the Board of Higher Education.

11. Indemnification.

Except as otherwise limited by Oregon Law, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7, each party shall be responsible for its tortious acts and those of its officers, employees, or agents arising out of, or in any way connected with, the acts of each party under this contract.

12. Term and Renewal.

12.1 The term of this agreement shall be twelve months, from December 13, 2002 to December 13, 2003. This Agreement shall be automatically extended each year, commencing with December 13, 2003, unless terminated by written notice by either party. The notice of termination shall be given no later than 30 days prior to the expiration of the original term or any subsequent extension.

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12.2 If sufficient funds are not provided in future legislatively approved budgets to permit the Institution to exercise reasonable administrative discretion to continue this contract, the Institution may terminate this contract without further liability by giving Foundation not less than 30 days prior notice.

12.3 In the event of termination, the parties shall negotiate the terms of a new agreement with respect to the Foundation's status.

13. **Amendments.**

This contract may be amended by mutual consent of the parties at any time.

OREGON TECH FOUNDATION

OREGON INSTITUTE OF TECHNOLOGY

By: _____

Date: _____

By: _____

Date: _____

By: Martha Anne Dow

Date: Dec. 10, 2002

STATE OF OREGON ACTING BY AND
THROUGH THE STATE BOARD OF
HIGHER EDUCATION ON BEHALF OF
OREGON INSTITUTE OF TECHNOLOGY

By: Benjamin E. Raulin

Date: 16 Dec 02

Approved as to legal sufficiency by

Wendy A. Robinson
Assistant Attorney General

Date: 12/3/02

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PROPOSED

AGREEMENT TO EXCHANGE SERVICES AND SUPPORT

This Agreement to Exchange Services and Support (this “Agreement”) is by and between the Oregon Institute of Technology (“Oregon Tech”) and the Oregon Institute of Technology Foundation (“Foundation”) and is dated as of July 1, 2016 (the “Effective Date”). Oregon Tech and the Foundation may be referred to herein collectively as the “Parties”.

RECITALS

- A. Heretofore, the Parties entered into that certain Restated Oregon Institute of Technology and Oregon Tech Foundation Contract to Exchange Services and Support with a term from July 1, 2010 to June 30, 2011 and which may have been extended and amended from time to time (the original contract and any extensions and amendments thereto are collectively referred to herein as the “Prior Contract”).
- B. The term of the Prior Contract has expired and is no longer of any force and effect.
- C. As of July 1, 2015, Oregon Tech is a public institution of higher education that, in accordance with ORS 352.025, is governed by a Board of Trustees appointed by the Governor of Oregon (“Board of Trustees”). The daily operations of Oregon Tech are conducted by the President of Oregon Tech.
- D. Prior to July 1, 2015, certain Oregon Administrative Rules applied to Oregon Tech. After July 1, 2015, the Oregon Administrative Rules became irrelevant; however, the Board of Trustees adopted the previously applicable Oregon Administrative Rules as “University Policies”. The University Policies retain the same numbering protocol as the previously applicable Oregon Administrative Rules which are attached to this Agreement for reference (Attachment #1).
- E. The Foundation is a public benefit corporation incorporated and existing under Oregon laws ORS Chapter 65 established for the sole purpose of aiding and promoting the educational purposes of Oregon Tech; furthermore, the Foundation has the status of a non-profit, tax-exempt, organization, pursuant to Section 501(C)(3) of the U.S. Internal Revenue Code.
- F. Oregon Tech has recognized the Foundation as satisfying the requirements set forth in University Policy 580-46-0005 and the Foundation has accepted Oregon Tech’s recognition as provided in University Policy 580-46-0010.
- G. It is the desire of the Parties to set forth the manner in which Oregon Tech is to provide support to the Foundation and in which the Foundation is to provide support to Oregon Tech.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Oregon Tech and the Foundation, the Parties agree as follows:

- 1.0 **Support Provided by the Foundation to Oregon Tech.** The Foundation's sole purpose is to provide support to Oregon Tech. Support includes, but is not limited to:
 - 1.1 Raising, receiving, investing and administering funds for Oregon Tech to use for its charitable, scientific, cultural and educational purposes;
 - 1.2 Assisting the Office of Development and Alumni Relations in its fund raising activities and development programs with individuals, corporations, foundations, and other organizations;
 - 1.3 Soliciting funds for the purchase of equipment, supplies, faculty and staff development, faculty chairs, student projects and scholarships, and supporting any other lawful purpose of Oregon Tech so long as all such solicitations are conducted in compliance with the Foundation's Bylaws and Articles of Incorporation and the Foundations tax exempt status;
 - 1.4 Participating in the development of and conducting its activities in a manner that support strategic plans, goals, and priorities for fundraising that have been adopted by Oregon Tech;
 - 1.5 Funding wholly or in part, including other payroll expenses, the Foundation employee positions that are not funded by Oregon Tech but do provide services to the Foundation and indirectly to Oregon Tech;
 - 1.6 Funding wholly or in part, including other payroll expenses, Oregon Tech employee positions that are not funded by Oregon Tech but do provide services to the Foundation and indirectly to Oregon Tech;
 - 1.7 Unless otherwise specifically designated by the Foundation, assigning to Oregon Tech any and all rights to claims the Foundation may have acquired or may acquire in the future to publications, inventions, and all other forms of intellectual property evolving directly or indirectly from research and related activities conducted by employees of Oregon Tech with funds provided to Oregon Tech by the Foundation;
 - 1.8 Performing other activities deemed appropriate in carrying out the stated purposes of Oregon Tech and the Foundation.
- 2.0 **Support Provided by Oregon Tech to the Foundation.** Oregon Tech agrees to provide services and support to the Foundation as described below.

- 2.1 Office space including office furniture, equipment, utilities and janitorial services that are sufficient to accommodate employees of the Foundation to be provided on such terms and at such location(s) as are mutually acceptable to the Parties;
- 2.2 Student employees to perform miscellaneous services to the Foundation, including but not limited to telethons, administrative duties, data entry and receipt of gifts;
- 2.3 Access to Oregon Tech's Human Resources Information System and its Financial Information System for the purpose of preparing payroll information for Foundation employees and student employees; the Foundation shall not use this information for any purpose other than that permitted by this Agreement or as required by law;
- 2.4 Assistance in arranging Foundation meetings and events, including arranging catering and meeting spaces;
- 2.5 Developing and producing publicity (a) to be used by the Foundation to promote Oregon Tech, (b) about Foundation-sponsored events to increase public awareness about Oregon Tech, and (c) to promote development of donor relations and donations to the Foundation (additionally, the Foundation may use marketing materials produced by Oregon Tech's Marketing, Communication and Public Affairs Department with the prior approval of the Marketing Department);
- 2.6 General office services including but not limited to typing, filing, reception and telephone communication, recording gifts, processing disbursement documents, recording transfers between accounts and maintaining other fiscal records and reports as may be required;
- 2.7 Use of Oregon Tech's Information Technology Office services including all telephone related services, data and/or network services, and computer systems services, including internet access and central web services. The Foundation agrees to comply with all applicable State regulations and Oregon Tech policies on use and security of such services;
- 2.8 Use of Oregon Tech's Printing Department that includes printing, duplicating, mailing services, campus mail and campus freight;
- 2.9 Provide Oregon Tech identification cards to Foundation employees together with parking permits, admittance to athletic events, access to the library, inclusion in staff recreation and fitness programs at the same rates that such benefits and facilities are available to Oregon Tech employees; and
- 2.10 Oregon Tech may provide other support to the Foundation that is consistent with the support described above as funding is available.

3.0 Relationship Between Oregon Tech and the Foundation.

- 3.1 Oregon Tech agrees to acknowledge and respect the independence of the Foundation, to act at all times so as not to jeopardize that independence, and to actively seek and encourage the cooperative relationship between Oregon Tech and the Foundation.
 - 3.2 The Board of Directors of the Foundation is responsible to control, manage and invest all assets of the Foundation, including the prudent management of all gifts and donations consistent with donor intent and applicable federal and state laws.
 - 3.3 No employee of Oregon Tech may be a voting member of the Foundation, see University Policy 580-046-0025(3).
 - 3.4 Oregon Tech employees that are also ex-officio non-voting members of the Foundation Board of Directors include:
 - 3.4.1 The President of Oregon Tech or his/her designee;
 - 3.4.2 The Vice President for Development and Alumni Relations; and
 - 3.4.3 The Vice President for Finance and Administration.
 - 3.5 The Foundation shall cooperate with the President of Oregon Tech to permit compliance with University Policy 580-046-0030(2).
 - 3.6 Should a conflict of interest arise with respect to employees of Oregon Tech that serve on the Foundation's Board of Directors, any such conflict shall be resolved solely by the independent officers, the President of Oregon Tech, and the Board of Directors of the Foundation who are not directly or indirectly involved in the conflict situation.
- 4.0 **Financial Arrangements.**
- 4.1 The Foundation shall reimburse Oregon Tech for personnel, services and supplies at the same rate as Oregon Tech charges its departments and schools, the amount(s) to be determined on an annual basis.
 - 4.2 Oregon Tech agrees to employ, compensate, and evaluate designated employees in the Development and Alumni Relations Department.
 - 4.3 Oregon Tech agrees to provide annual financial support to the Foundation in an amount to be determined each fiscal year for personnel, services, and supplies as follows:
 - 4.3.1 The amount shall be determined annually between Oregon Tech and the Foundation;
 - 4.3.2 The annual support shall reflect prior support of Foundation activities by Oregon Tech; and
 - 4.3.3 Annual support shall reflect non-operating activities of the Foundation, committed to by the Foundation in support of and at the request of Oregon Tech, that requires use of operating funds

to meet financial obligations (i.e., loans or leases for the benefit of Oregon Tech).

- 4.4 The Foundation shall not make any payments to an employee of Oregon Tech except as permitted by University Policy 580-046-0035(6); furthermore, Oregon Tech agrees to provide the approvals required by University Policy 580-046-0035(g)(b) so long as Oregon Tech's interests will not be jeopardized thereby.
- 4.5 The Foundation shall provide Oregon Tech's President and Board of Trustees with an annual report summarizing gifts received by the Foundation.

5.0 Goal Setting and Fundraising

- 5.1 The Foundation shall participate in the development of strategic goals, priorities and plans for fundraising for the benefit of Oregon Tech;
- 5.2 Oregon Tech shall provide to the Foundation on an annual basis, its priorities for the Foundation's fundraising efforts;
- 5.3 The President of Oregon Tech shall assume a prominent role in the fundraising activities of the Foundation; and
- 5.4 The Foundation agrees to coordinate all fundraising goals programs, campaigns and activities with personnel in Oregon Tech's Office of Development and Alumni Relations or others designated by Oregon Tech.

6.0 Data Base(s), Student Records, Alumni Records, and Donor Information.

- 6.1 The Foundation shall operate and maintain the Foundation's data processing equipment including but not limited to the following:
 - 6.1.1 Peripheral hardware and software;
 - 6.1.2 Hardware and software systems programs to provide accounting, development, and alumni record keeping.
- 6.2 Oregon Tech shall provide the Foundation with student information from its Student Information Systems to verify eligibility for scholarships administered by the Foundation, such information shall not be disclosed by the Foundation except as may be required by law;
- 6.3 The Foundation shall not use any non-directory student records, defined in the Family Educational and Privacy Rights Act, 20 USCA 1232(g) *et. seq.* made available to the Foundation by Oregon Tech for any purpose other than fulfilling data processing responsibilities and for the solicitation of funds. The Foundation shall not disclose any non-directory student records to any other party except the Oregon Tech Alumni Association.
- 6.4 Oregon Tech and the Foundation shall use its best efforts to protect the confidentiality of donor information and shall not, without the prior

consent of the donor or potential donor, disclose the names, addresses, telephone numbers, or other identifiable information of donors or potential donors to anyone other than Oregon Tech and Foundation board of directors, personnel, lawyers, accountants and other professional advisors of Oregon Tech and the Foundation, who need to know such information, except pursuant to a court order or an opinion of counsel to the effect that such disclosure is required by applicable law. The Foundation's accounting, development, and alumni records shall be on processing equipment that is compatible with Oregon Tech's processing equipment.

7.0 Foundation to be Primary Recipient of Gifts, Certain Restrictions Apply.

- 7.1 Oregon Tech acknowledges that the Foundation shall receive most charitable contributions, gifts and grants that benefit Oregon Tech and the Foundation; additionally, the Foundation shall administer all charitable contributions, gifts and grants it receives in accordance with applicable restrictions and preferences and in compliance with this Section.
- 7.2 The Foundation shall consult with and gain the prior approval of Oregon Tech's Vice President of Development and Alumni Relations, or its designee or successor, regarding any restrictive terms and conditions placed on potential gifts by potential donors.
- 7.3 Prior to accepting any gift of real or tangible personal property that is to be utilized by Oregon Tech, the Foundation shall obtain the written approval of Oregon Tech's Vice President of Finance and Administration and/or any other approvals required by Oregon Tech.
- 7.4 Notwithstanding sections 7.1-7.3, the Foundation acknowledges that revenues received from Oregon Tech activities, shall not be deposited in a Foundation account. Oregon Tech and the Foundation agree that if either of them receives funds intended for the other, such funds shall be handled as follows:
 - 7.4.1 If Oregon Tech receives funds intended for the Foundation, then such funds shall be deposited in a state account and subsequently transferred to the Foundation after receipt of supporting documents showing that the Foundation was the intended recipient; and
 - 7.4.2 If the Foundation receives funds intended for Oregon Tech, the Foundation shall transfer such funds to Oregon Tech after receipt of supporting documents showing that Oregon Tech was the intended recipient.

- 7.5 Oregon Tech shall follow all donor designations of gifts made to the Foundation:
 - 7.5.1 When cash, or assets converted to cash, are made available for use by Oregon Tech, Oregon Tech must follow any donor restrictions or designations related to the gift.
 - 7.5.2 When tangible personal property, such as equipment, is donated to the Foundation and ownership is subsequently transferred to Oregon Tech, Oregon Tech must follow any donor restrictions or designations related to the gift. The useful life of such property ends and can be disposed of when it becomes obsolete, requires extensive repairs, or outlives its relevance or intent. Unless the Foundation retained ownership of any such donated tangible personal property, proceeds from any disposition must:
 - 7.5.2.1 Be used towards the replacement of the disposed of asset;
 - 7.5.2.2 If it is not possible to replace the gifted asset, then proceeds shall go to the program to be used for other needed assets; if there are no other equipment needs, then the proceeds shall go to the program for general use; or
 - 7.5.2.3 If the program no longer exists, then the proceeds shall go to a general endowed equipment fund.

8.0 Foundation Audits and Reporting

- 8.1 The Foundation shall select a certified public accounting firm to serve as the Foundation's independent auditor and shall enter into a contract for a full and complete annual audit of its financial statements in accordance with auditing standards generally accepted in the United States of America.
- 8.2 The Foundation shall notify the President of Oregon Tech within 30 days if the Foundation selects a new certified public accounting firm to perform the Foundation's annual audits.
- 8.3 The Foundation shall provide the President of Oregon Tech with the following information on an annual basis or more often if reasonably requested by the President:
 - 8.3.1 The Audit Report;
 - 8.3.2 A list of Foundation officers, directors, and ex-officio members; and
 - 8.3.3 The names of the officers, directors and trustees of all entities to which University Policy 580-046-0020 (4) and (5) apply.

- 8.4 The Foundation, in accordance with University Policy 580-046-0040(2)(b), shall permit the President of Oregon Tech or designee to inspect and audit all reports of and information on its financial status and operations to assure compliance with these rules. Confidentiality of records and reports shall be maintained consistent with applicable law.

9.0 Foundation's Use of Oregon Tech's Name

- 9.1 The Foundation may, in furtherance of its lawful business and activities, use the name of Oregon Tech (including Oregon Institute of Technology) and Oregon Tech's logo(s), informal seal and other symbols and marks of Oregon Tech.
- 9.2 The Foundation shall not delegate the permissions granted in 9.1 to any person or entity without the written approval of the President of Oregon Tech.
- 9.3 The Foundation shall cease the uses permitted in 9.1 upon (i) the dissolution of the Foundation, (ii) the withdrawal of recognition of the Foundation pursuant to University Policy 580-046-0045, or (iii) when the Foundation ceases to be a non-profit corporation or otherwise fails to comply with University Policy 580-046-0020 (1), (2), or (3).

10.0 Affiliates and Associates of the Foundation

- 10.1 Affiliates:
- 10.1.1 The Foundation shall comply with University Policy 580-046-0020(4) regarding its affiliates that are part of the Foundation's organization and that support a particular unit or activity of Oregon Tech but are not separately incorporated.
- 10.1.2 The Foundation's affiliates are:
- 10.1.2.1 Oregon Tech Alumni Association; and
- 10.1.2.2 Shaw Historical Library.
- 10.2 Associate: The Foundation shall comply with University policy 580-046-0020(5) regarding entities with which the Foundation may form relationships or associations.
- 10.3 Oregon Tech's President has approved the affiliates identified in 10.1.2 and agrees to inform the Board of Trustees of such affiliates;
- 10.4 Oregon Tech may recommend that the Foundation include a previously unrecognized affiliate or associate to which the Foundation agrees to give due consideration so long as any such recommended affiliate or associate complies with University Policies 580-046-0020(4) and (5).
- 10.5 The Foundation acknowledges that all official affiliates and associates shall be permitted one ex-officio representative to the Foundation Board

of Directors and shall receive advance notice of meetings of the Foundation Board of Directors and activities of the Foundation.

11.0 Compliance with Laws and Indemnification

- 11.1 Oregon Tech and the Foundation agree to comply with laws applicable to each of them.
- 11.2 Except as otherwise limited by applicable Oregon law, ORS 30.250 – 30.300, and the Oregon Constitution, Article XI, Section 7, Oregon Tech and the Foundation shall each and independently be responsible for tortious acts committed by it and those of its officers, employees, or agents arising out of, or in any way connected with, the acts of each of them under this Agreement.

12.0 Term, Extensions, Termination, Amendments

- 12.1 The term of this Agreement shall be one year beginning on July 1, 2016 and expiring on June 30, 2017 (the “Initial Term”). This Agreement may be extended by agreement of the Parties for sequential one year terms beginning on July 1, 2017 (“Subsequent Terms”).
- 12.2 If the Oregon Legislature fails to provide funds in a sufficient amount to permit Oregon Tech to continue the operations and activities set forth in this Agreement, then Oregon Tech may terminate this Agreement by providing written notice to the Foundation at least 30 days in advance of any such termination and the Parties shall negotiate the terms of a new agreement with respect to the exchange of services and support between them.
- 12.3 If Oregon Tech terminates this Agreement pursuant to 12.2, the Foundation may demand that Oregon Tech pay, within 180 days of written notice, all debt(s) incurred by the Foundation on behalf of Oregon Tech including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. If the Foundation terminates this Agreement, Oregon Tech may demand that the Foundation pay debt it holds on behalf of the Foundation.
- 12.4 This Agreement may be amended by mutual consent of the Parties.

13.0 Entire Agreement.

- 13.1 This Agreement represents the entire agreement between Oregon Tech and the Foundation covering the exchange of services and support between them. This Agreement supersedes all previous communication, either oral or written, between the Parties with respect to the subject matter hereof.

SO AGREED:

OREGON TECH

FOUNDATION

ACTION

Agenda Item No. 3.2

New Trustee Recommendation

Summary

Previous Trustee, Gary Johnston, resigned from the Board in October, 2015 leaving a seat vacant. Per Oregon Revised Statute the Governor appoints and confirms new trustees. The Board may make a recommendation of an at-large candidate, for the Governor's consideration, per Board Policy.

Background

When the at-large trustee position was vacated, the Board Secretary, Board Chair, and President conducted a needs assessment analyzing the present Board membership against the desired composition as outlined in the Board Policy. Based on this assessment the President identified potential candidates, vetted them, and recommends candidate Vince Jones to the Executive Committee.

If the Executive Committee concurs with the President's recommendation, the Chair through the Board Secretary, will submit the name of the candidate on behalf of the Board of Trustees to the Governor for consideration. If the Committee does not concur with the President's recommendation, it may direct the President to provide additional or alternative recommendations.

Recommendation

Move to recommend Vince Jones to the Governor for consideration, on behalf of the Board of Trustees.

Attachments

- Vince Jones application packet

APPLICATION PACKET

February 8, 2016

Vincent Jones, P.E.

**STATEMENT OF INTEREST
OREGON INSTITUTE OF TECHNOLOGY BOARD OF TRUSTEES**

Please accept my qualifications for consideration to become a member of the Oregon Institute of Technology Board of Trustees. I am a proud alumnus of the university, having graduated with a Bachelor's of Science degree in civil engineering in 1984. I was a student athlete and played on the basketball team. Navigating the rigorous pursuit of a college education in an intense technical field of study while participating in inter-collegiate athletics was character-building. The education I obtained from Oregon Tech made it possible for me to have a successful career in the engineering field for 31 years. I am recently retired, and find this an excellent opportunity to lend my knowledge and expertise to assist the Board of Trustees and Oregon Tech in providing students the highest quality educational and life experience possible.

After earning my degree, my entire career was spent working in the public sector, first with the Oregon Department of Transportation, and for 27 years with the City of Los Angeles Department of Public Works. While working in various areas of public works capital improvements, I built strong skills, knowledge, and abilities that facilitated the process of productive outcomes. The experience I gained working as an engineer on multi-million dollar public works projects, managing people, problem solving, critical analysis, collaborating with co-workers, and communicating with government officials and the general public about technical issues in a clear, concise, and often times non-technical manner is something I think would be of benefit to the Board of Trustees. I have reviewed the background and experience of the current Board. This is a very accomplished group of individuals. My objective in joining this impressive group would be to add, positively and collaboratively, my opinions, thoughts, and ideas to help achieve the objectives of the university.

Because my time in Klamath Falls was so fruitful, having this opportunity to contribute to the success of Oregon Tech as member of the Board of Trustees would be an honor.

Sincerely,

A handwritten signature in black ink, appearing to read 'Vincent Jones', with a stylized flourish at the end.

Vincent Jones

VINCENT JONES, P.E.**EMPLOYMENT HISTORY**

2011 - 2014	City of Los Angeles - Deputy City Engineer - RETIRED
2009 - 2011	City of Los Angeles - Principal Civil Engineer/Division Manager
2007 - 2009	City of Los Angeles - Principal Civil Engineer/Program Manager
1997 - 2007	City of Los Angeles - Senior Civil Engineer/Project Manager
1989 - 1997	City of Los Angeles - Sanitary Engineer
1987 - 1989	City of Los Angeles - Civil Engineering Assistant
1984 - 1987	Oregon Department of Transportation - Highway Engineer

PROFESSIONAL EXPERIENCE*Management*

-
- Deputy City Engineer/Assistant General Manager, responsible for a broad range of technical and managerial duties that include leading staff who work on the design and construction management of street and storm water, environmental, geotechnical, real estate acquisition, and structural engineering capital improvement projects for the Department of Public Works, Bureau of Engineering as well as capital improvement projects for other City departments. Oversees the work of 134 full time employees assigned to five distinct offices and 122 projects with a capital improvement budget of over \$626 million, and the management of on-call consultant engineering firms that provide over \$23 million in engineering, environmental, and geotechnical services. Daily responsibilities also include managing staff that work with the Los Angeles County Metropolitan Transit Authority to deliver several billion dollars worth of Measure R projects such as the \$1.2 billion Regional Corridor Transit Connector project, the \$1.5 billion Crenshaw Transit Corridor project, and the \$5.4 billion Westside Subway Extension project
 - Division Manager for the Bureau of Engineering, Project Award and Control Division, responsible for managing the construction document bid package preparation and advertising for Bureau of Engineering and public works projects, utility coordination, managing the Uniform Project Reporting System database for capital improvement projects, managing the Personal Services Contract System database, and perform duties as the Bureau of Engineering's Litigation Risk Manager in coordinating claims and litigation in assistance for the City Attorney's office

Project Management

-
- Program Manager for seven-year, \$600 Million Proposition Q - Citywide Public Safety Bond Program, responsible for managing the budget, schedule, and staff to deliver 13 projects to improve, renovate, expand and replace police, fire, and paramedic facilities.
 - Assistant Program Manager for the seven-year, \$600 Million Proposition Q - Citywide Public Safety Bond Program, responsible for managing engineers, construction managers, and consultants in the design and construction of five municipal building projects totaling \$85 Million
 - Assistant Program Manager for the five-year, \$100 Million Los Angeles Zoo Bond Capital Improvement Program
 - Infrastructure Project Manager responsible for the development and implementation of planned infrastructure improvements and field survey activities to support each project in the Zoo Bond Capital Improvement Program
 - Project Manager for the Zoo Entry Plaza, Sea Lion Exhibit and Children's Discovery Center - \$19.3 Million construction project
 - Responsible for coordinating field surveying activities and the preparation of accurate G.I.S. maps of the Zoo property
 - Project Manager in responsible charge of monitoring the scope of work, schedule and budget for various Municipal Facilities Program capital improvement projects to insure delivery on time and within budget
 - Negotiated Memorandums of Understanding with other Departments to provide design and construction management services
 - Lead person responsible for establishing design consultant personal service contracts, including writing Request for Qualifications, Request for Proposals, Notice of Intent to Contract, Consultant interview and selection process, consultant contract negotiation, contract approval process with the Board of Public Works, City Council, Mayor's office, and City Attorney's office for the Municipal Facilities Program

Vincent Jones, P.E.

Engineering

- Co-author of Concept Report in the pre-design and planning for the 20-mile East Central Interceptor Sewer project. Initial estimated construction cost - \$450 Million
- Author and co-author of reports for studies on wastewater capital improvement projects including concepts for sewage pumping plant improvements, treatment plant improvements and sewer system improvements
- Performed traffic impact analysis and reported findings on various projects for the Oregon Department of Transportation
- Design engineer for Bureau of Engineering Wastewater Program

Construction

- Project Manager for the construction of the Prop Q Bond Program, \$31 Million, Hollenbeck Replacement Police Station
- Construction Manager for wastewater capital improvement construction projects
- Responsible for overseeing contractor's work to ensure projects are built according to contract plans and specifications
- Involved in contract correspondence, change order negotiations, shop drawing reviews, design modifications and organization of general contract specifications
- Head Inspector on major highway construction projects that included traffic signal installation, traffic signs, street widening and earthwork

Supervision

- Manager of design teams including architectural and engineering consulting firms
- Supervisor of engineering design teams and responsible for scheduling and overseeing of assignments, establishing project schedules and budgets
- Review of design drawings, specifications and reports
- Preparation and processing of project drawings and specifications for the purpose of advertising for bids

Computer Skills

MS Project ∞ MS Word ∞ MS Excel ∞ MS PowerPoint ∞ AutoCAD

ACTIVITIES

- Project Coordinator for City of Los Angeles, California Science Center – Endeavour Space Shuttle Move
- Participation as a recruiter in the City of Los Angeles, Bureau of Engineering College Recruiting Program
- Participation in the Math, Engineering and Science Achievement (MESA) Program for Students
- Coordinator of the Bureau of Engineering 1991 Brotherhood Crusade Fund-Raising Campaign
- Member of the Bureau of Engineering Strategic Planning Task Force "Right Skills for the Right Job"
- Computer Software Training Instructor for Bureau of Engineering Training Program
- Bureau of Engineering Project Manager Training Instructor

EDUCATION AND TRAINING

- Oregon Institute of Technology, Bachelor of Science (Civil Engineering), 1984
- Oregon Institute of Technology, Associate of Engineering (Structural Engineering), 1982
- Bureau of Engineering Project Management Training/System Optimization, October 1997
- Bureau of Engineering Project Management Training Program, October 2000 – January 2001
- Management Development Training, Los Angeles County Training Program, March, 2003 – June, 2003

**Vincent Jones, Retired Civil Engineer
Chino Hills, CA**

Vince Jones began his engineering career with the Oregon Department of Transportation. He worked there for about four years before returning to Southern California where he worked for the City of Los Angeles, Department of Public Works, Bureau of Engineering for 27 years. Prior to his working career, Vince was a student athlete at Oregon Institute of Technology and played basketball for legendary coach Dan Miles.

While at the City of Los Angeles, Vince worked on a wide range of projects as a design engineer, project manager and construction manager. Some of the programs he worked on included stints in wastewater design, new animal exhibits and facilities for the Los Angeles Zoo, and new library facilities. He was the Program Manager for a \$600 Million Citywide Public Safety Bond Program, responsible for managing staff, budget and schedule to deliver 13 projects to improve, renovate, expand and replace police, fire, and paramedic facilities. Vince also held the title of Deputy City Engineer/Assistant General Manager where he oversaw a program comprised of five distinct offices with 139 full-time employees and 160 projects with a capital improvement budget of over \$243 million. The program was responsible for design, construction management and project management for street and storm water projects, environmental studies, geotechnical engineering, real estate negotiations and acquisitions, and structural engineering services for Los Angeles city projects. He also represented the City of Los Angeles on the coordination of the Endeavour Space Shuttle Move to the California Science Center. Vince has the distinction of being the first African American in the history of the Los Angeles Bureau of Engineering to reach the executive management level of Deputy City Engineer.

Vince currently serves as a commissioner on the City of Chino Hills Public Works Commission, and is a past Board Member and Treasurer for the San Bernardino County Sheriff's Department Citizens On Patrol Volunteer Unit. He also volunteers as a youth basketball coach.

Vince is a registered Professional Engineer in the State of California. He has an Associate of Engineering Degree in Structural Engineering and a Bachelor of Science Degree in Civil Engineering from Oregon Institute of Technology.



EXECUTIVE APPOINTMENTS INTEREST FORM

Check this box if this is for reappointment * ☐

Please also include a résumé and statement of interest.



This form is an application for an Oregon Board or Commission. Please fill it out completely and return it to the Governor's Office. If you have any questions feel free to call the Executive Appointments office at: (503) 378-2317.

Options to Return This Form:

Mail: Executive Appointments, Office of the Governor 900 Court St. NE Salem, OR 97301-4075

Use our secure fax number at: (503) 373-0840

Email a scanned copy to: executive.appointments@oregon.gov

Note: This application is subject to the Public Records Act and may be disclosed upon request. Personal information will be redacted.

Board/Commission Appointment(s) Desired: (Please print or type)

Oregon Institute of Technology Board of Trustees

(Board Name)

Position Requirements (If any)

(Board Name)

Position Requirements (If any)

First Name: Vincent MI: Last Name: Jones

Preferred Name: Vince (Ex: Thomas -> Tom) Title: (Mr. Ms. Dr.) Suffix: (Jr., PhD)

Occupation: Civil Engineer, Retired

(Select one)

Home: ☒

Work: ☐

Preferred Mailing Address:

City: State: CA Zip Code: 91709 County: San Bernardino

(Ex: Marion, Multnomah, Coos; Not USA)

Cell Phone: Work Phone: Home Phone:

Email Address: (Please print)

State Senate District #: State House District #: Federal Congressional District #:

(You can find this information at: <https://www.oregonlegislature.gov/> - Find My Legislators - or call your county elections office. This is your home voting district.)

To assist us in meeting our affirmative action objectives, we would appreciate information about your gender identity and background. This information is optional and is used for data collection only. Under state and federal law, this information may not be used to discriminate against you.

Gender Identity: Male LGBTQ: ☐ Disability:

Race/Ethnicity: Asian/Pacific Islander ☐ African American: ☒ Hispanic: ☐ Native American: ☐ Caucasian: ☐

Select One Multi/Other: ☐

IMPORTANT (Please Read)!

A résumé detailing your work, educational background, and relevant experience is required. For boards requiring senate confirmation, a short bio is also required highlighting key career and personal/professional community activities. A statement of interest describes why you wish to serve, and why you meet the requirements for appointment. You must be an Oregon resident to apply unless otherwise noted. Please review your information to ensure accuracy.

* Did you remember to include your Bio, Resume, Statement of Interest, and sign your background form?




EXECUTIVE APPOINTMENTS BACKGROUND INFORMATION

Furnishing the following information is voluntary, but failure to provide the requested data may preclude selection for appointment. The Governor's Office considers the information on this page to have been submitted in confidence pursuant to ORS 192.502(4). The Governor's Office will not release this page for public inspection unless required to do so. Information submitted on this Interest Form will be maintained confidential to the extent permitted by the Oregon Public Records Law. Be sure to check **ALL** relevant response boxes below. Do Not Leave Blank.

The Governor's staff and the Oregon State Police may conduct a background investigation to obtain information about you. Please provide the following information and sign below to permit the investigation to be conducted. For an appointment to a state board or commission you are expected to comply with all income tax laws.

I hereby authorize the Oregon State Police and the Governor's Office to request and review any and all records pertaining to me on file with the Department of Revenue, the Motor Vehicles Division, law enforcement agencies, and past and present employers, employees, business associates, and acquaintances.

Signature (sign here)  Date February 8, 2016

- a) Please provide any other names you have used or been known as : _____
- b) Are you legally authorized to work in the United States? Yes ☒ No ☐
- c) Have you been disciplined, terminated or asked to resign from a position by an employer within the past 10 years? Yes ☐ No ☒
- d) Have you EVER been convicted, arrested, detained, charged, indicted or summoned to answer for any criminal offense or violation (except minor traffic offenses with a fine of less than \$100.00)? Yes ☐ No ☒
- e) Have you ever filed for bankruptcy? Yes ☐ No ☒
- f) Have you ever held a professional license of any kind? Yes ☒ No ☐
- g) If you have held a professional license, have you ever had disciplinary action of any nature taken against you with regard to such license? Yes ☐ No ☒ N/A ☐
- h) If you are appointed, is there anything in your background, not covered by questions (a)-(g) above, that might reflect poorly on the State of Oregon or on the Board or Commission to which you have applied, if known publicly? Yes ☐ No ☒

* If your answer to any of the above questions (c) - (h) is "yes," please give full details on the back of this page or a separate sheet of paper.

Legal Name and Home Address (no PO Box) (Please print or type. Do Not Leave Blank.)

Vincent Jones
 First MI Last

 Street

 City State Zip

Disclosure of your Social Security number is voluntary. If provided, it may be used to verify your identity and to obtain your criminal history records, if any. Failure to provide your SSN for these purposes will delay processing your Interest Form.

Social Security Number _____ - _____ - _____ Driver's License Number _____ State CA
 Date of Birth 01 / 18 / _____ Place of Birth _____
 Month Day Year City State

Oregon Resident? Yes ☐ No ☒ If yes, how long have you lived in Oregon? _____

Home Phone: _____ Work Phone: _____ Email: outnox4@gmail.com

EXECUTIVE APPOINTMENTS BACKGROUND INFORMATION

Vincent Jones

f) Have you ever held a professional license of any kind? YES

Registered Professional Engineer, Civil Engineering
California State Board of Registration for Professional Engineers and Land Surveyors
License No. C-50235

DISCUSSION

Agenda Item No. 4.1

Marketing Report



Marketing-Communications Strategic Plan Goals: 2016-18

Executive Summary

Winter 2016

Background

Oregon Tech's primary focus is the success of our students. This means not just bringing them in the door (enrollment/recruitment), but helping them academically and otherwise to stay (retention, faculty advising, student support services), ultimately graduating them with a valuable degree (academic and graduation outcomes), and maintaining a relationship with them as alumni (advancement outreach).

As a segment of Oregon Tech which supports the efforts of the entire enterprise, the Marketing/Communications/Public Affairs Department (MarCoPa) touches all aspects of the university's internal and external footprint. The typical student trajectory noted above – from entering as a freshman/transfer student to maintaining a post-graduation relationship – must be supported at every step along the way by effective, targeted communications strategies, fully aligned and integrated with the programs and projects of every segment of the university: academic departments, administrative departments, leadership (president and executive staff) and governance (Oregon Tech Board of Trustees). At Oregon Tech this goes beyond typical university marketing efforts of advertising, collateral development, website, and media relations to helping all departments meet their mission-related goals through operationalizing and embedding effective communications strategies across the boundaries that we span through our internal and external work.

Broad areas under which the efforts of MarCoPa are responsible include: academic and administration departmental/mission support; recruitment/enrollment support; institutional reputation; and name recognition. MarCoPa doesn't operate the academic departments, but we help them operate better; we don't recruit the students, but we make recruiting students more effective. By working with academic and administrative departments, we act as a partner to help departments design and deploy marketing/communications strategies that improve key areas such as enrollment, reputational capital and advocacy for the enterprise.

Major Focus of Strategy

Some of the goals below are already underway, and others will be launched over the course of the next 12-16 months. This is a two year plan as most of these initiatives are longer term in the planning, launching and implementation; and take into consideration the realities of our staffing and financial resources.

RECRUITMENT/ENROLLMENT Academic programs need deeper marketing/communications support as not enough potential students and other student-influencers (counselors, community college faculty, parents) understand our unique, high quality degree programs, the benefits of our hands-on teaching approach, and the ROI for our graduates. Improving the content and design of our key informational channels – particularly the website – will enable us to attract a diverse group of resident and non-resident students to Oregon Tech on a consistent basis. Shorthand: we need to drive enrollment in new, under-enrolled and capped programs by finding better, more comprehensive ways of reaching prospective students (and parents in the case of first-time freshmen right out of high school), and cultivating the conduits they use to learn about and engage with Oregon Tech.

RETENTION/GRADUATION Additionally, current Oregon Tech students who fail to gain entry into capped programs often either leave Oregon Tech all together, or expend more tuition to re-take course work rather than switch to other related degree programs at our institution. While not all students will switch to an alternative degree track, we have an opportunity to improve enrollment and retention rates by utilizing strategies that ensure that students know early and throughout their Oregon Tech relationship about all of their degree options should their first choice program end up not working out due to the limited slots in selective programs such as medical imaging.

RECOGNITION We are different and need to take advantage of our unique niche as a polytechnic institution. We must utilize creative, low cost ways to extend program and institutional recognition, and distinguish ourselves from competitors. This must be accomplished within the constraints of modest staffing, faculty and S&S budgets for tools like advertising, collateral, digital channels, extensive high school and community college visit schedules, external contract help, and the like.

In most instances, MarCoPa strategies are not isolated within our department, but are designed and implemented by MarCoPa and our partner academic or administrative departments. For example, part of an academic department's marketing strategy may be reaching out to high schools through faculty visits. MarCoPa can assist with presentation, messaging, collateral and website materials, but the academic department must facilitate the visit, supply the faculty member, etc.

The outcomes we expect through this approach are increased student enrollment (including diversity of the student body in the broadest sense) and retention through expanded recognition of degree program scope and quality among students and other influencers. Ultimately, this leads to increased graduates and in-demand degrees to support our state and regional workforce.

2016-18 Key Goals (not in priority order)

The goals below represent the larger scale focus of MarCoPa's work over the next two-plus years. Besides these, the department has many daily responsibilities related to comprehensive marketing, communications and public affairs support across all campuses and extension sites.

Goal #1 (Recruitment/Enrollment): Website Improvements to Drive Engagement

Improve the quality of the content of the website – particularly academic program pages and the key Landing Pages – and align this with high quality content in other channels, including social media, collateral, advertising and earned media, in order to help drive prospective students to Oregon Tech, increase inbound marketing approaches, and increase the conversion rate for actual enrollment.

Goal #2 (Recruitment/Enrollment): Supporting Academic Programs to Increase Enrollment

Identify academic programs that wish to address one or more of the following areas: increase enrollment in under-enrolled programs; attract a more diverse student population (e.g., more women, students of color, direct high school graduates, etc.); improve recognition of program quality; improve academic standing of incoming students; reignite or create new feeder high schools and/or community colleges; and create and implement strategic communications outreach plans with the academic program faculty. Work with Provost and relevant areas to determine new target programs in addition to supporting current department collaborations underway.

Goal #3 (Recruitment/Retention): Supporting Growth in Extension and On-Line Programs

Meet with extension site and On-line personnel (Boeing, Salem, On-Line) and assess marketing and communication needs that will help increase enrollment, improve student graduation outcomes; and meet other student- and program-centered goals. Develop strategic plan with site staff and relevant personnel, and begin implementation.

Goal #4 (Recruitment/Recognition): Strategic Advertising to Support University Enrollment

Engage external expertise to assist in developing a cost-effective, highly targeted and trackable strategic advertising approach for a 2016-18 enrollment-directed campaign, in order to meet institutional enrollment goals, increase name recognition, and increase reputational capital. Media strategies will include where to advertise, when to advertise, and what media channels to use within the parameters of the modest budget; and which will be recommended to, and evaluated by, MarCoPa for implementation.

Goal #5 (Retention): Aiding Student Retention through Campus Services' Support

Create and implement marketing tools to help specific administrative segments of Oregon Tech – housing, retention, student health clinic, financial aid and public safety, for example – to improve their outcomes related to: increasing housing occupancy rates by students; supporting programs related to increasing retention; expanding student understanding of the free services and support provided by the on-campus health clinics/professionals; improving clarity and transparency of financial aid information and student loan counseling for students and parents; improving effectiveness of communications materials, including correspondence; and revamping emergency preparedness information provided in campus buildings and through various channels to improve safety.

Goal #6 (Recognition): Extending University Recognition, Reputational Capital and Support

Expand recognition of Oregon Tech's assets and outcomes – including our students, graduates and faculty – among its industry and legislative advocates and partners, and financial supporters/donors, in order to meet student support and advocacy needs, grow business partnerships, broaden student opportunities for internships and other fieldwork, and increase funding support. Support cross-Public University legislative advocacy and outreach through messaging, collateral development and other communications and public affairs support.

Goal #7 (Recognition): Increasing Media Outreach to Support University Recognition

Grow recognition of Oregon Tech faculty as content area experts through proactive media outreach, earned media, and editorial outreach (use as sources, bylined op-eds, Letters to Editor, editorial board meetings, feature articles), in order to attract prospective students, grow graduate program enrollment, and improve our reputation with industry and other audiences.

Goal #8 (Recognition): Leadership and Faculty Editorial Support to Build Reputation

Utilize leadership voices – Board of Trustees, President, Provost and Vice Presidents – and Faculty to advance advocacy positions and increase name recognition of the university, through editorial/media channels, government relations messaging support, education and industry speaking engagements and other channels that create necessary exposure, and help meet critical goals for funding and student support.

Goal #9 (Recognition): Internal Communications to Improve Intra- and Inter-Campus Information Needs

Work with other departments and entities such as HR, Administrative Council, Executive Cabinet and others to develop and implement an internal communications plan focused on achieving a unified, university-wide vision of and support for student and program success across all campuses and extension centers, through increased transparency in university communications within and across our two main campuses and our other site locations, and other strategies that improve the effectiveness of cross-campus communication as a way to facilitate the overall mission of Oregon Tech.

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