



Notice/Agenda of June 2023 Regular BOT Meeting

**The Board of Trustees
College of the Mainland
Doyle Family Administration Boardroom (A129)
Monday, June 26, 2023
1200 Amburn Road
Texas City, TX 77591**

June 2023 Regular BOT Meeting of the Board of Trustees of College of the Mainland will be held Monday, June 26, 2023, beginning at 1:30 PM in the Doyle Family Administration Boardroom (A129), 1200 Amburn Road, Texas City, Texas 77591.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. The items listed in this notice may be considered in any order at the discretion of the Chair or Board and items listed for closed session discussion may be discussed and/or approved in open session and vice versa as permitted by law.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. **Call to Order**
2. **Pledge of Allegiance (American Flag), Texas Pledge & a Moment of Silence**
3. **Trustee Election Item(s)**
 - A. Consideration of and Possible Action to Approve the Canvass of Results for General Election Runoff
 - B. Oath of Office
 1. The Oath of Office will be Administered to Melissa Skipworth
 2. The Oath of Office will be Administered to Don Gartman
4. **Trustee Officer Election(s)**
 - A. Consideration of and Possible Action to Elect the Board Chair 2023 – 2025
 - B. Consideration of and Possible Action to Elect the Board Vice Chair 2023 – 2025
 - C. Consideration of and Possible Action to Elect the Board Secretary 2023 – 2025
5. **Roll Call & Determination of Quorum**
6. **Minutes**
 - A. Consideration of and Possible Action to Approve the Full Board Minutes of Monday, May 22, 2023
7. **Comments from the Community**
 - A. Students
 - B. Employees
 - C. Other Citizens
8. **Constituent Leader Activity Reports**
 - A. Classified Council - Jennifer Denison
 - B. Professional Council - Alisha Lyon

9. **Consideration of and Possible Action to Approve Award of Contract 23-21 to Firms Recommended by, under Financial Advisement of RBC Capital Markets, LLC ("RBCCM"), for Bond Underwriting Services of the 2023 Bond Funds**
10. **Consideration of and Possible Approval of a Resolution Expressing Intent to Reimburse Expenditures to be Incurred**
11. **Consideration of and Possible Action to Approve an Order Establishing a College of the Mainland Limited Tax Revolving Note Program and Authorizing the Issuance of Program Obligations, from Time to Time, in an Aggregate Principal Amount Not-to-Exceed \$100,000,000**
12. **Human Resources Items**
 - A. Appointment Nominations
 1. Consideration of and Possible Action to Approve the Appointment Nomination of Jessi Colley to the Position of Instructional Designer I, Education Technology Services Department
 2. Consideration of and Possible Action to Approve the Appointment Nomination of Michael Duron to the Position of Faculty - Instrumentation/Program Coordinator, CE Workforce Programs
 3. Consideration of and Possible Action to Approve the Appointment Nomination of Samantha Gathright to the Position of Development Coordinator, COM Foundation & Resources Development Department
 4. Consideration of and Possible Action to Approve the Appointment Nomination of Claude Hoke to the Position of Veterans Academic Advisor, Office of Veteran Success
 5. Consideration of and Possible Action to Approve the Appointment Nomination of Cheramie Hopper to the Position of Faculty - Theatre, Fine Arts Department
 6. Consideration of and Possible Action to Approve the Appointment Nomination of Kristin O'Brien to the Position of Faculty - Psychology, Social & Behavioral Sciences Department
 7. Consideration of and Possible Action to Approve the Appointment Nomination of Jessica Smith to the Position of Faculty - Math, Math Department
 - B. Consideration of and Possible Action to Accept the Non-Contractual Positions Hiring Report as Written
 - C. Developmental Leave
 1. Consideration of and Possible Action to Approve Kristy Peet's Request for Developmental Leave and Grant Permission for Related Outside Employment
 - D. Re-Appointment List(s)
 1. Consideration of and Possible Action to Approve the 2023-2024 Professional Re-Appointment List
 2. Consideration of and Possible Action to Approve the 2023-2024 Faculty Re-Appointment List(s)
13. **Consideration of and Possible Action to Increase Contract 21-16 to Austin Commercial for Added Scope by Change Order for an Additional \$103,000 to be Paid from 2018 Bond Funds**
14. **Financial Report(s)**
 - A. Consideration of and Possible Action to Accept the May 2023 Investment and Financial Reports
 - B. Consideration of and Possible Action to Accept the May 2023 Investment Quarterly Report

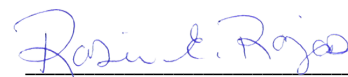
15. **Board Report**
16. **President's Report**
 - A. Updates
 1. Update on Architect Selection Process
 2. Overview of Foundation Scholarships Awarded 2022-2023
 - B. Reminders/Announcements
 1. Board Meetings
 - July 2023 - Monday, July 24th, 1:30 p.m.
 - August 2023 - Monday, August 28th, 1:30 p.m.
 - September 2023 - Monday, September 25, 1:30 p.m.
 2. Campus 4th of July Celebration - Thursday, June 29th, Noon - 1:30 p.m.
 - C. BOT Budget Workshop, Friday, July 14th, 9:00 a.m.
 - D. Fall Graduation - Saturday, December 16th, Abundant Life
 - E. Resignations and Retirement Report
 - F. Miscellaneous
17. **Adjournment to closed or executive session pursuant to Texas Government Code of the Open Meetings Act**

Section 551.072-deliberation regarding real property

18. **Consideration of and Possible Action on any Items Discussed in Closed Session**
19. **Adjourn**

**If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board reserves the right to conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E, including but not limited to the following provisions; 1)Section 551.071-consultation with attorney, 2)Section 551.072-deliberation regarding real property, 3) Section 551.073-deliberation regarding prospective gifts, 4)Section 551.074-deliberation regarding personnel matters, and/or complaints against school personnel, 5)Section 551.082-deliberation regarding student disciplinary matters and/or complaints against personnel. 6)Section 551.087-deliberation regarding economic development negotiations, and/or 7)Section 551.089 – deliberation regarding security devices or security audits. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.*

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on, Thursday, June 22, 2023, 3:00 P.M.



Rosie E. Rojas
Board Clerk

Administration

President Warren Nichols Ed.D.
Vice President Jerry Fliger, Ph.D.
Vice President David Wesse, Ph.D.
Vice President Helen Brewer, Ph.D.
Vice President Lisa Watson, Ph.D.



PRESIDENT'S OFFICE

Call to Order

Call to Order on **(insert date)**
at **(insert time)**



PRESIDENT'S OFFICE

Pledge of Allegiance to the American Flag
Texas Pledge
Moment of Silence

The Texas State Flag Pledge
"Honor the Texas flag; I pledge
allegiance to thee, Texas, one state under
God, one and indivisible."



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: June 26, 2023
Subject: Recommendation – Approval of Canvass of Results for General Election Runoff

Consideration and approval of the Canvass of Results for General Election Runoff

MINUTE ORDER

Motion to be acted upon: “I move the Board of Trustees approve the Canvass of Results for General Election Runoff.”

ATTACHMENTS

1. Runoff Election Canvass Results
2. Canvass of General Election
3. Oath of Office
4. Statement of Elected Officer
5. Certificate of Election

Cumulative Results Report**Galveston County****Unofficial Results**

Election Night

2023 Entity Runoff Election

Registered Voters

1207 of 104384 = 1.16%

Run Time 8:39 PM

6/17/2023

Polling Places Reporting

15 of 15 = 100.00%

Run Date 06/17/2023

Page 1

College of the Mainland Trustee, Position 7

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Don Gartman		50	49.50%	567	66.71%	128	50.20%	745	61.77%
Keith Henry		51	50.50%	283	33.29%	127	49.80%	461	38.23%
	Cast Votes:	101	100.00%	850	100.00%	255	100.00%	1,206	100.00%
	Undervotes:	0		1		0		1	
	Overvotes:	0		0		0		0	

*** End of report ***

CANVASS OF GENERAL ELECTION

I, Dr. William McGarvey, Board Chair
(name) (office)

of College of the Mainland, Texas, met with the COM Board of Trustees
(political subdivision holding election) (body acting as canvassing board)

sitting as the canvassing board to canvass the general election runoff of June 17, 2023

on June 26th, 2023 at 1200 N. Amburn Rd. Texas City, Texas 77591.

I certify that the figures on the tally sheets correspond with the figures on the returns.

Witness my hand this 26th day of June 2023.

Presiding Officer of Canvassing Authority

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, _____, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of _____ of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of _____

County of _____

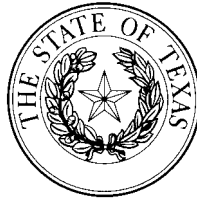
Sworn to and subscribed before me on this _____ day of _____, 20____.

(Affix Notary Seal,
only if oath
administered by a
notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An
Oath

Printed or Typed Name

Form #2201 Rev. 05/2020
Submit to:
SECRETARY OF STATE
Government Filings
Section P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, _____, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: _____

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: _____

Signature of Officer



In the name and by the authority of

The State of Texas

THIS IS TO CERTIFY, that at a general election held on

May 6, 2023

Melissa Skipworth

was duly elected

Trustee Secretary- Position 5

In testimony whereof, I have hereunto signed my name and caused the Seal of College of the Mainland to be affixed, this the 26th day of June 2023.

**Signature of Presiding Officer of
Canvassing Authority**

Form #2204 Rev 9/2017

This space reserved for office use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Donald Gartman, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of College of the Mainland Board of Trustees of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of _____

County of _____

Sworn to and subscribed before me on this _____ day of _____, 20____.

(Affix Notary Seal,
only if oath
administered by a
notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An
Oath

Printed or Typed Name



In the name and by the authority of

The State of Texas

THIS IS TO CERTIFY, that at a general election runoff held on

June 17, 2023

Donald Gartman

was duly elected

Trustee- Position 7

In testimony whereof, I have hereunto signed my name and caused the Seal of College of the Mainland to be affixed, this the 26th day of June 2023.

**Signature of Presiding Officer of
Canvassing Authority**



PRESIDENT'S OFFICE

Consideration of and Possible Action to Elect the Board Chair 2023 – 2025

I move to elect _____ as Board Chair 2023-2025



PRESIDENT'S OFFICE

Consideration of and Possible Action to Elect the Board Vice Chair 2023 – 2025

I move to elect _____ as Board Vice Chair 2023-2025



PRESIDENT'S OFFICE

Consideration of and Possible Action to Elect the Board Secretary 2023–2025

I move to elect _____ as Board Secretary 2023-2025



College of the Mainland
Board of Trustees
2021-2023

Dr. Bill McGarvey,
Board Chair
808 Buttonwood Dr.
Texas City, TX 77591
409-770-3537
wmcgarvey@gmail.com

Mr. Alan L. Waters,
Board Vice Chair
#1 South Pintail Street
La Marque, TX 77568
409-655-5055
awaters1@com.edu

Mrs. Melissa Skipworth,
Board Secretary
1061 Misty Cliff
Dickinson, TX 77539
281-684-9146
mskipworth@com.edu

Dr. Verna J. Henson,
Trustee
7306 Heron Ln.
Texas City, TX 77591
409-995-0948
vhenson@com.edu

Mr. Kyle L. Dickson,
Trustee
2514 Pilgrim Estate Dr.
Texas City, TX 77590
281-488-0630
dickson@murray-lobb.com

Mrs. Dawn King,
Trustee
P.O. Box 1105
Dickinson, TX 77539
832-860-0663
dking4@com.edu

Mr. Don Gartman,
Trustee
2538 Quaker Dr.
Texas City, 77590
409-739-2618
dgartman@com.edu



MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: June 26, 2023
Subject: Full Board Minutes

Presented for recommended acceptance to Board of Trustees on the same date.

MINUTE ORDER

Motion to be acted upon: "I move the Board of Trustees approve the Full Board Minutes of May 22, 2023.

PURPOSE

To ensure accuracy of the monthly minutes.

BACKGROUND

Minutes are brought forward every month for approval.

IMPLICATIONS

Financial: N/A

Strategic Goal #1: Strategic Goal #5: College of the Mainland will provide services/processes that enhance the integrity/safety/quality of the institution (including physical facilities) and that enhance the quality of the faculty and staff.

Human Resources: N/A

Attachments

1. Minutes of 5/22/23

**College of the Mainland Board of Trustees
Minutes of Monday, May 22, 2023
1:30 p.m., Doyle Family Administration Building**

Call to Order

Bill McGarvey called the meeting to order at 1:31 p.m.

Pledge of Allegiance (American Flag), Texas Pledge & a Moment of Silence

Roll Call & Determination of Quorum

Roll call indicated that all Trustees were present, except Melissa Skipworth & Alan Waters.

Minutes

Consideration of and Possible Action to Approve the Full Board Minutes of Monday, April 24, 2023

Don Gartman moved the Board of Trustees approve the Full Board Minutes of Monday, April 24, 2023. Verna Henson seconded the motion; all voted in approval.

Comments from the Community

There were no comments this month.

Constituent Leader Activity Reports

Student Government Association - Matthew Coleman, SGA Historian, updated the Board on student activities.

Classified Council – Alisha Lyon read a statement from classified council president, Jennifer Denison.

Professional Council - Alisha Lyon, Professional Council President, updated the Board on professional employee activities.

Faculty Senate – Dr. Elaine Childs, Faculty Senate President, updated the Board on faculty activities.

Consideration of and Possible Action to Approve the College's Administration to Move Forward and Request Information Needed to Obtain a Credit Line from a Single Financial Institution or a Syndicate of Institutions

Kyle Dickson moved the Board of Trustees approve the College's administration to move forward and request information needed to obtain a credit line from a single financial institution or a syndicate of institutions. Don Gartman seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Award of Contract 23-17 to Lockwood, Andrews & Newman, Inc. (LAN) for Program Management Services of the 2023 Bond Projects for a Not-to-Exceed Amount of \$9,570,000

Don Gartman moved the Board of Trustees approve award of contract 23-17 to Lockwood, Andrews & Newman, Inc. (LAN) for Program Management Services of the 2023 Bond projects for a not-to-exceed amount of \$9,570,000 to be paid with 2023 Bond funds. Dawn King seconded the motion; all voted in approval.

Policy

Consideration of and Possible Action to Approve the Revisions to COM Local Policies AD and DED and Approve the New Policy DLC

AD(LOCAL) Educational Role, Mission, Purpose, and Responsibility

DED(LOCAL) Compensation and Benefits: Holidays

DLC(LOCAL) Employee Performance: Promotion and Demotion

Don Gartman moved the Board of Trustees approve the revisions to COM Local Policies AD and DED and approve the new policy DLC. Kyle Dickson seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Updated 2022-2023 Academic Calendar

Verna Henson moved the Board of Trustees approve the updated 2022-2023 Academic Calendar to include Juneteenth as a college holiday. Don Gartman seconded the motion; all voted in approval.

Human Resources Items

Appointment Nominations

Consideration of and Possible Action to Approve the Appointment Nomination of Dr. William Bryerton to the Position of Faculty - Sociology, Social & Behavioral Sciences Department

Verna Henson moved the Board of Trustees approve the appointment of Dr. William Bryerton to the position of Faculty - Sociology, Social & Behavioral Sciences Department. Dawn King seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Hester Fenemore to the Position of Director of Instructional Support, Tutoring Center

Verna Henson moved the Board of Trustees approve the appointment of Hester Fenemore to the position of Director of Instructional Support, Tutoring Center. Kyle Dickson seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Thomas Forester to the Position of Faculty – Process Technology, Process Technology Department

Don Gartman moved the Board of Trustees approve the appointment of Thomas Forester to the position of Faculty – Process Technology, Process Technology Department. Verna Henson seconded the motion; all voted in approval.

Consideration of and Possible Action to Accept the Non-Contractual Positions Hiring Report as Written

Kyle Dickson moved the Board of Trustees accept the Non-Contractual Positions Hiring Report as written. Verna Henson seconded the motion; all voted in approval.

Academic Master Plan Update

Dr. Jerry Fliger presented the updated Academic Master Plan to the Board.

Consideration of and Possible Action to Approve a Level One Certificate and Associate of Applied Science Degree in Culinary Arts

Don Gartman moved the Board of Trustees approve a Level One Certificate and Associate of Applied Science degree in Culinary Arts. Verna Henson seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve Award of Contract 23-19 to Texas Ligua Tech to Replace the Public Service Careers and Industrial Education Roofs for a Not-to-Exceed Amount of \$1,233,566 to be Paid with 2023 Bond Funds

Don Gartman moved the Board of Trustees approve award of contract 23-19 to Texas Ligua Tech to replace the Public Service Careers and Industrial Education roofs for a not-to-exceed amount of \$1,233,566 to be paid with 2023 Bond Funds. Verna Henson seconded the motion; all voted in approval.

Financial Report(s)

Consideration of and Possible Action to Accept the April 2023 Investment and Financial Reports

Don Gartman moved the Board of Trustees accept the April 2023 Investment and Financial Reports. Dawn King seconded the motion; all voted in approval.

Board Report

Don Gartman mentioned the dates for the runoff trustee at Large position 7.

**President's Report
Updates**

Reminders/Announcements

Trustee Runoff Election - Early Voting Begins June 5th; Ends June 9th, 8:00 a.m. – 5:00 p.m.

Trustee Runoff Election – Saturday, June 17th

Board Meetings

June 2023 – Monday, June 26th, 1:30 p.m.

July 2023 – Monday, July 24th, 1:30 p.m.

August 2023 – Monday, August 28th, 1:30 p.m.

Campus 4th of July Celebration – Thursday, June 29th, Noon

BOT Budget Workshop 2023 – Friday, July 14th 9:00 a.m.

Fall Graduation - Saturday, December 16th

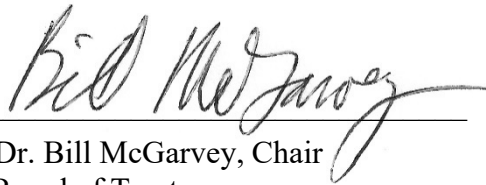
Resignations and Retirement Report

Miscellaneous

Adjournment at 3:04 p.m.



Melissa Skipworth, Secretary
Board of Trustees



Dr. Bill McGarvey, Chair
Board of Trustees

Comments from the Community

A citizen desiring to appear before the Board of Trustees shall complete a Public Comment Request Form indicating the topic about which they wish to speak which shall be filed with the Board Clerk ten (10) minutes prior to the start of the meeting. Time allotted each citizen or organization shall be limited to five minutes. The total time for hearing of citizens shall be no more than 60 minutes at any one meeting. Presentation of matters concerning a complaint or charge against a College District employee or officer will be heard in closed session unless the individual who is the subject of the change or complaint requests a public hearing.

We appreciate your concerns. If the matter(s) you raise are not included on the board agenda, state law, specifically the Texas Open Meetings Act, prohibits the Board from discussing, commenting on or taking action on these issues at this board meeting. Thank you.



PRESIDENT'S OFFICE

Constituents Leader Activity Reports

A. Classified Council – Jennifer Denison

B. Professional Council – Alisha Lyon

C. Faculty Senate – Dr. Elaine Childs



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: June 26, 2023
Subject: Agenda Item for COM Board of Trustees

AGENDA ITEM DESCRIPTION:

Approval of contract 23-21 for Bond Underwriter Services

FUNDING SOURCE:

2023 Bond Funds

PURPOSE

Provide college with bond underwriting services of 2023 Bond funds in accordance with Government Code 2254 and Texas Education Code 45.

PROPOSED MOTION:

“I move the Board of Trustees approve award of contract 23-21 to firms recommended by under financial advisement of RBC Capital Markets, LLC (“RBCCM”) for bond underwriting services of the 2023 Bond Funds.”

BACKGROUND:

In collaboration with the college financial advisor, RBC Capital Markets, LLC, the college advertised a Request for Qualifications (RFQ 23-21) seeking bond underwriting services on May 18, 2023. On June 7, 2023, twenty-five (25) responses were received. Based on the evaluation of each response, RBCCM and the V.P. of Fiscal Affairs recommend awarding a contract to a pool of financial institutes for the subject services. Currently, there is no initial financial implication. A commission will be paid for underwriting services based on rates established by each selected financial institute upon the issuance of possible bonds.

Attachments:

RBCCM Letter of Recommendation



**Capital
Markets**

Clarence Grier
 Managing Director
 Municipal Finance - Houston
 609 Main Street., Suite 3600
 Houston, Texas 77002

Phone: (713) 853-0823
 Clarence.Grier@rbccm.com

TO: Sonja Blinka, Director of Purchasing
 Jerri Glenn, Buyer
 FROM: Clarence Grier, RBC Capital Markets
 DATE: June 15, 2023
 SUBJECT: Underwriting RFQ

After reviewing the 25 responses to College of the Mainland’s Underwriter Request for Qualifications (RFQ), we recommend the following underwriter pool be considered, which consist of respondents with an aggregate score of 75 or greater. Additionally, all M/WBE and Veteran firms were selected regardless of aggregate score.

Section	Points	NATIONAL							REGIONAL										M/WBE OR VETERAN								
		Huntington	J.P. Morgan	Jefferies	Morgan Stanley	Oppenheimer	SWBC	Wells Fargo	BOK	FHN Financial	Frost Bank	Hilltop	Mesrow	Piper Sandler	Raymond James	RW Baird	SAMCO	Stephens	Stifel	UMB	Blaylock	Cabrera	Crews	Estrada	Ramirez	Seibert	
1 Firm Qualifications	25	20	23	25	25	18	15	22	23	17	20	20	20	24	20	25	20	22	20	20	15	17	18	17	23	19	23
2 Team Qualifications and Experience	25	23	23	20	25	21	19	24	20	20	20	20	20	24	18	23	19	24	20	20	20	16	16	16	18	18	21
3 Firm Capital Position	25	20	25	25	25	20	12	25	15	25	25	20	15	20	25	20	15	20	20	25	12	12	15	12	15	20	
4 Underwriting Experience	25	18	25	25	25	18	10	20	20	22	18	20	15	25	25	18	18	10	18	10	10	10	10	18	20	22	
TOTAL	100	81	96	95	100	77	56	91	78	84	83	80	78	83	98	77	79	70	78	70	55	56	58	71	72	86	
Selected		✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	

Sincerely,

Clarence Grier
 Managing Director

College of the Mainland

Evaluation of Underwriting Request for Underwriting Qualifications (RFQ)

June 15, 2023

STRICTLY PRIVATE AND CONFIDENTIAL



Clarence Grier
Managing Director

RBC Capital Markets, LLC
609 Main Street
Suite 3600
Houston, TX 77002

Tel: (713) 853-0823
Fax: (713) 651-3347

clarence.grier@rbccm.com



Clay Mauldin
Vice President

RBC Capital Markets, LLC
200 Crescent Court
Suite 1500
Dallas, TX 75201

Tel: (214) 989-1722
Fax: (214) 989-1650

clay.mauldin@rbccm.com

RFQ Process for Bond Underwriter Pool

Summary of RFQ Process

1. College of the Mainland’s Purchasing Department worked with RBC Capital Markets (“RBCCM”) to develop a Request for Qualifications (RFQ)
 - Reviewed various RFQs from other Issuers
 - Developed questions and points system
 - On May 18, 2023, an Underwriting RFP was Released via Municipal Advisory Council (MAC)
 - On May 24, 2023, Purchasing Department answered questions from Underwriters

2. On June 7, the COM received 25 Proposals to serve as part of the District’s Underwriter Bond Pool
 - Proposals were segmented as either National, Regional, or Minority Women business Enterprise (“MWBE”) based on self-classification
 - Being more familiar with respondents, RBCCM was the primary evaluator of the financial sections, excluding appendices related to non-financial information
 - On June 15, 2023, RBCCM presented initial evaluations and recommendations to Purchasing Department and CFO via e-mail

3. Scoring:
 - All Non-Minority, Women Owned, Black Enterprise (MWBE) or Veteran Firm(s)** receiving an aggregate score over 75 were recommended to be included in the Underwriting Pool.

 - All M/WBE and Veteran Owned Firms were also recommended to be included into the Underwriting Pool.

4. Discretion to add or delete Pool Members. The Pool is expected to remain in place through December 31, 2024, but can be changed at the discretion of the College (firms added or removed with the recommendation of the President and approved by the Board.

2023 Underwriting Pool Members

Section	Points	NATIONAL							REGIONAL										M/WBE OR VETERAN									
		Huntington	J.P. Morgan	Jefferies	Morgan Stanley	Oppenheimer	SWBC	Wells Fargo	BOK	FHN Financial	Frost Bank	Hilltop	Mesirow	Piper Sandler	Raymond James	RW Baird	SAMCO	Stephens	Stifel	UMB	Blaylock	Cabrera	Crews	Estrada	Ramirez	Siebert		
1	Firm Qualifications	25	20	23	25	25	18	15	22	23	17	20	20	20	24	18	23	19	24	20	20	15	17	18	17	23	19	23
2	Team Qualifications and Experience	25	23	23	20	25	21	19	24	20	20	20	20	24	18	23	19	24	20	20	20	16	16	16	16	18	18	21
3	Firm Capital Position	25	20	25	25	25	20	12	25	15	25	25	20	15	20	25	20	15	20	20	25	12	12	15	12	15	20	
4	Underwriting Experience	25	18	25	25	25	18	10	20	20	22	18	20	15	25	25	18	18	10	18	10	10	10	10	18	20	22	
TOTAL		100	81	96	95	100	77	56	91	78	84	83	80	78	83	98	77	79	70	78	70	55	56	58	71	72	86	
	Selected		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	

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PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Warren Nichols, President
Date: June 26, 2023
Subject: Agenda item for COM Board of Trustees

AGENDA ITEM DESCRIPTION:

Resolution Expressing Intent to Reimburse Expenditures to Be Incurred.

FUNDING SOURCE:

PURPOSE:

Consideration and approval of a Resolution Expressing Intent to Reimburse Expenditures to be Incurred.

PROPOSED MOTION:

"I move the Board of Trustees approve a Resolution Expressing Intent to Reimburse Expenditures to be Incurred."

BACKGROUND

As the College begins to move forward with its projects, it is common to use a portion of the General Fund balance to pay the upfront cost associated planning and design (i.e. architectural fees, Phase 1 construction). This reimbursement resolution allows for the General Fund to be repaid when the Bank Line is drawn upon or bonds are sold as required by applicable IRS regulations. COM has adopted similar reimbursement resolutions in the past.

ATTACHMENTS

1. Resolution Expressing Intent to Reimburse Expenditures to be Incurred.

**RESOLUTION EXPRESSING INTENT TO
REIMBURSE EXPENDITURES TO BE INCURRED**

WHEREAS, the College of the Mainland (the “College”) is authorized to finance its activities by issuing and incurring obligations, which may include obligations the interest on which is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue of 1986, as amended (the “Tax-Exempt Obligations”); and

WHEREAS, the College has made, within the last 60 days, and will continue to make payments with respect to the acquisition of the projects listed on **Exhibit A** attached hereto (the “Financed Facilities and Improvements”); and

WHEREAS, the College reasonably expects to issue Tax-Exempt Obligations to reimburse itself for the costs associated with the Financed Facilities and Improvements; and

WHEREAS, the College desires to reimburse itself for the costs associated with the Financed Facilities and Improvements from the proceeds of Tax-Exempt Obligations to be issued subsequent to the date hereof; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE COLLEGE OF THE MAINLAND THAT:

Section 1. The College hereby declares its intent to reimburse itself for all costs paid within the last 60 days and that will be paid subsequent to the date hereof in connection with the acquisition of the Financed Facilities and Improvements from the proceeds of Tax-Exempt Obligations to be issued or incurred subsequent to the date hereof.

Section 2. The College reasonably expects that the maximum principal amount of Tax-Exempt Obligations issued by the College to finance costs associated with the Financed Facilities and Improvements will not exceed \$30,000,000.

Section 3. This Resolution will be kept in the books and records maintained by the College with respect to the Tax-Exempt Obligations.

[Signature page follows]

PASSED AND APPROVED this _____, 2023.

President, Board of Trustees

Secretary, Board of Trustees

(SEAL)

EXHIBIT A
FINANCED FACILITIES AND IMPROVEMENTS

The construction, renovation, acquisition and equipment of school buildings for the College and the purchase of necessary sites for school buildings.



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Warren Nichols, President
Date: June 26, 2023
Subject: Agenda item for COM Board of Trustees

AGENDA ITEM DESCRIPTION:

College of the Mainland Limited Tax Revolving Note Program

FUNDING SOURCE:

Interest & Sinking Fund (I&S) Tax Rate will be the funding source, accessed through a Note Purchase Agreement or Bank Line provided by a syndicate led by Frost Bank.

PURPOSE:

Consideration and approval of an Order Establishing a College of the Mainland Limited Tax Revolving Note Program and Authorizing the Issuance of Program Obligations, from Time to Time, in an Aggregate Principal Amount Not to Exceed \$100,000,000 Outstanding at Any One Time, Prescribing the Terms, Features and Characteristics of Such Obligations; Approving and Authorizing Certain Authorized Officers and Employees of the College To Act on Behalf of the College in the Sale and Delivery of Such Obligations, within the Limitations Specified Herein; Making Certain Covenants and Agreements in Connection Therewith; Providing for the Payment of the Obligations; Resolving Other Matters Related Thereto, Including Approval of a Note Purchase Agreement and a Paying Agent/Registrar Agreement; and Providing an effective date.

PROPOSED MOTION:

"I move the Board of Trustees approve an Order Establishing a College of the Mainland Limited Tax Revolving Note Program and Authorizing the Issuance of Program Obligations, from Time to Time, in an Aggregate Principal Amount Not to Exceed \$100,000,000."

BACKGROUND

The Note Purchase Agreement is a "bank line" provided by a bank syndicate lead by the Frost Bank, that allows for "draws" to be made as needed to fund capital improvements of COM. Huntington Securities will be acting as placement agent to negotiate the term sheet directly with Frost Bank and COM.

ATTACHMENTS

1. College of the Mainland Limited Tax Revolving Note Program

ORDER

relating to

COLLEGE OF THE MAINLAND
LIMITED TAX
REVOLVING NOTE PROGRAM

Adopted: June 26, 2023

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01	Definitions.....	2
Section 1.02	Table of Contents, Titles and Headings.....	5
Section 1.03	Interpretation.....	5

ARTICLE II AUTHORIZATION OF AND SECURITY FOR NOTES

Section 2.01	General Authorization.....	5
Section 2.02	Terms Applicable to Notes.	6
Section 2.03	Paying Agent/Registrar.....	8
Section 2.04	Form of Notes.....	8
Section 2.05	Execution; Authentication.....	8
Section 2.06	Notes Mutilated, Lost, Destroyed or Stolen.....	9
Section 2.07	Negotiability, Registration and Exchangeability.....	9
Section 2.08	Delegation of Authority to Authorized Officer.....	10
Section 2.09	Pledge; Payments.....	11
Section 2.10	Note Construction Fund.....	12
Section 2.11	Cancellation.....	12
Section 2.12	Fiscal and Other Agents.....	12
Section 2.13	Funds Secured.....	12

ARTICLE III ISSUANCE AND SALE OF NOTES

Section 3.01	General.....	13
Section 3.02	Proceeds of Sale of Notes; Exchange of Notes.....	13
Section 3.03	Paying Agent/Registrar Agreement.....	14
Section 3.04	Note Purchase Agreement.....	14

ARTICLE IV NOTE PAYMENT FUND

Section 4.01	Note Payment Fund.....	15
--------------	------------------------	----

ARTICLE V PARTICULAR REPRESENTATIONS AND COVENANTS

Section 5.01	Limitation on Issuance.....	15
Section 5.02	Allocation of, and Limitation on, Expenditures.....	15
Section 5.03	Opinion of Co-Bond Counsel.....	16
Section 5.04	Bond Anticipation Notes.....	16
Section 5.05	Other Representations and Covenants.....	16
Section 5.06	Federal Income Tax Exclusion.....	16
Section 5.07	Disposition of Project.....	19

TABLE OF CONTENTS
(continued)

Page

ARTICLE VI
DEFAULT AND REMEDIES

Section 6.01	Remedies.....	20
Section 6.02	Remedies Not Exclusive.....	20

ARTICLE VII
MISCELLANEOUS

Section 7.01	Amendments or Modifications Without Consent of Holders of Notes.....	20
Section 7.02	Order to Constitute a Contract; Equal Security; Note Purchase Agreement.....	22
Section 7.03	Severability of Invalid Provisions.....	22
Section 7.04	Payment and Performance on Business Days.....	23
Section 7.05	Defeasance.....	Error! Bookmark not defined.
Section 7.06	Limitation of Benefits With Respect to the Order.....	23
Section 7.07	Approval of Attorney General.....	24
Section 7.08	Further Procedures.....	24
Section 7.09	Incorporation of Recitals.....	24

Exhibit A – Form of Notes		A-1
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AN ORDER ESTABLISHING A COLLEGE OF THE MAINLAND LIMITED TAX REVOLVING NOTE PROGRAM AND AUTHORIZING THE ISSUANCE OF PROGRAM OBLIGATIONS, FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$100,000,000 OUTSTANDING AT ANY ONE TIME, PRESCRIBING THE TERMS, FEATURES AND CHARACTERISTICS OF SUCH OBLIGATIONS; APPROVING AND AUTHORIZING CERTAIN AUTHORIZED OFFICERS AND EMPLOYEES OF THE COLLEGE TO ACT ON BEHALF OF THE COLLEGE IN THE SALE AND DELIVERY OF SUCH OBLIGATIONS, WITHIN THE LIMITATIONS SPECIFIED HEREIN; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR THE PAYMENT OF THE OBLIGATIONS; RESOLVING OTHER MATTERS RELATED THERETO, INCLUDING APPROVAL OF A NOTE PURCHASE AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of Trustees (the “Board”) of the College of the Mainland (the “College”), by order adopted on January 23, 2023, called an election (the “Election”) for the purpose of obtaining the approval of the resident, qualified electors in the area of the College for the issuance of an aggregate of \$250,000,000 in bonds for the construction, renovation, acquisition, and equipment of school buildings, the purchase of the necessary sites for school buildings for the College, and the costs of any credit agreements executed or authorized in anticipation of, in relation to, or in connection with such bonds;

WHEREAS, the Election was held on May 6, 2023, in accordance with the Constitution and laws of the State of Texas, including the Texas Election Code;

WHEREAS, on May 16, 2023, the Board canvassed the Election returns and found that the resident, qualified electors in the area of the College authorized the issuance of \$250,000,000 in bonds, as a result of which the College is authorized by the Constitution and laws of the State of Texas, including section 130.122, Texas Education Code, and Chapter 1371, Texas Government Code, to issue such authorized amount of bonds in accordance with the Election for the construction, renovation, acquisition, and equipment of school buildings, the purchase of the necessary sites for school buildings for the College, and the costs of any credit agreements executed or authorized in anticipation of, in relation to, or in connection with such bonds;

WHEREAS, the Board wishes to establish an interim financing program to better manage capital requirements of the College;

WHEREAS, the Board hereby finds and determines that it is necessary and advisable to authorize the issuance, from time to time, of limited tax notes (the “Notes”) for the purposes of construction, renovation, acquisition, and equipment of school buildings, the purchase of the necessary sites for school buildings for the College, and the costs of any credit agreements executed or authorized in anticipation of, in relation to, or in connection with such bonds, and refunding, renewing, or refinancing such Notes;

WHEREAS, the Notes hereinafter authorized are to be issued and delivered pursuant to Chapter 130, Texas Education Code, as amended, and Chapter 1371, Texas Government Code, as amended (“Chapter 1371”), and in accordance with the general laws of the State of Texas;

WHEREAS, the College is an “Issuer” within the meaning of Chapter 1371, and the Board desires to delegate, pursuant to Chapter 1371 and the parameters of this Order, to the Authorized Officer (defined herein), the authority to approve the principal amount, the interest rate, the number of series, the price, and the other terms of the Notes and to otherwise take such actions as are necessary and appropriate to effect the sale of such Notes;

WHEREAS, pursuant to a request for information issued on behalf of the College, responsible staff of the College evaluated several proposals to provide an interim lending facility and determined that the proposal submitted by the Initial Note Purchaser (defined herein) presented the most advantageous terms for the College;

WHEREAS, the meeting at which this Order is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE COLLEGE OF THE MAINLAND:

ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

“Act” means Chapter 1371, Texas Government Code, as amended, and Chapter 130, Texas Education Code, as amended.

“Authorized Officer” means one or more of the following: the Chair of the Board of Trustees, the President of the College, or the College’s Vice President for Fiscal Affairs, acting individually.

“Board” means the governing body of the College.

“Business Day” shall mean any day other than a Saturday, Sunday, or legal holiday or other day on which banking institutions in the city where the Designated Office of the Paying Agent/Registrar is located in the State of Texas are generally authorized or obligated by law or executive order to close.

“Co-Bond Counsel” means Orrick, Herrington & Sutcliffe LLP and Feldman & Feldman PC, or such other attorney or firm of attorneys which are nationally recognized as having expertise in the practice of tax-exempt municipal finance law, as approved by the College.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

“College” means the College of the Mainland, a junior college district of the State.

“Default Rate” means the rate of interest specified, if at all, in a Note Purchase Agreement as being applicable to Outstanding Notes subject to such Note Purchase Agreement during the continuation of an Event of Default.

“Designated Office” means the designated office of the Paying Agent/Registrar where Notes must be presented and delivered for receipt of payment of the principal amount thereof.

“Eligible Investments” means any or all of the authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, and the College’s then most recent Investment Policy, in which the College may purchase, sell, and invest College funds; and provided further that Eligible Investments shall specifically include, with respect to the investment of proceeds of any Notes, guaranteed investment contracts fully collateralized by direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

“Event of Default” shall have the meaning set forth in a Note Purchase Agreement.

“Fiscal Year” means the twelve (12) month accounting period used by the College in connection with the operations of the College which may be any twelve (12) consecutive month period established by the College.

“Fund” means any of the funds, accounts or a portion of a fund or account, confirmed and/or established pursuant to Article IV hereof.

“Holder” or “Noteholder” means any person, firm, association, or corporation who holds, directly or indirectly, any Note drawn, issued, or endorsed to such person, firm, association, or corporation or to the order of such person, firm, association, or corporation.

“Initial Note Purchaser” means [Texas First Bank].

“Limited Tax” means the continuing direct annual ad valorem tax levied, within the limits prescribed by law, upon all taxable property in the College, sufficient to pay the interest on the Notes as the same becomes due, to pay each installment of the principal of the Notes as the same matures, and to pay Note Payment Agreement Costs as they become due, full allowance being made for delinquencies and costs of collection.

“Maximum Interest Rate” means the maximum net effective interest rate permitted by law to be paid on obligations issued or incurred by the College in the exercise of its borrowing powers (currently prescribed by Chapter 1204.006, as amended, Texas Government Code, or any successor provision).

“Maximum Maturity Date” means April 30, 2063.

“Notes” means the Notes authorized in accordance with the terms of this Order and having the terms and characteristics specified herein and in the form attached as Exhibit A hereof.

“Note Construction Fund” means the fund so designated in Section 2.10 hereof.

“Note Payment Fund” means the fund so designated in Section 4.01 hereof.

“Note Purchase Agreement” means a note purchase agreement between the College and the Note Purchaser relating to the Notes, approved and authorized to be entered into by Section 3.04 of this Order, as from time to time in effect, pursuant to which the Note Purchaser is obligated to purchase and/or accept Notes at the times, subject to the conditions, and bearing interest calculated in the manner specified therein, but in all respects consistent with the provisions of this Order.

“Note Purchase Agreement Costs” means any commitment fees, administrative fees, commitment reduction fees, commitment termination fees, legal and administrative fees and expenses, and other costs, fees, and expenses payable, from time to time, by the College to the Note Purchaser under a Note Purchase Agreement, but specifically excluding the principal of and interest on any Note.

“Note Purchaser” means the Initial Note Purchaser and any party designated as the Note Purchaser from time to time pursuant to the terms of a Note Purchase Agreement.

“Outstanding” means all Notes theretofore issued and delivered, *except*:

(1) those Notes theretofore cancelled by the respective paying agent/registrars or delivered to the respective paying agent/registrars for cancellation;

(2) those Notes for which payment has been duly provided by the College in accordance with the provisions of this Order by the irrevocable deposit with the respective paying agent/registrars of cash or Government Obligations, or both, in the amount necessary to fully pay the principal of, premium, if any, and interest thereon to maturity or redemption, as the case may be;

(3) those Notes that have been mutilated, destroyed, lost, or stolen and for which replacement notes have been registered and delivered in lieu thereof; and

(4) those Notes owned by or on behalf of the College.

“Paying Agent/Registrar” means the agent appointed pursuant to Section 2.03 hereof, or any successor to such agent.

“Paying Agent/Registrar Agreement” means the agreement approved and authorized to be entered into by Section 3.03 hereof, as from time to time amended or supplemented, and any subsequent Paying Agent/Registrar Agreement approved by the Board.

“Program” means the “College of the Mainland Limited Tax Revolving Note Program” established pursuant to the provisions of this Order.

“Rating Agency” means any nationally recognized municipal bond rating agency then maintaining a rating on the Notes at the request of the College.

“Securities Act” means the Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

“Stated Maturity” means with respect to any Note the date specified as the maturity date therein.

Section 1.02 Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.03 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be done on the next succeeding Business Day and have the same effect as if done on the date so required.

(c) Any duty, responsibility, privilege, power or authority conferred by this Order upon an officer shall extend to an individual who occupies such office in an interim, acting or provisional capacity.

(d) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II AUTHORIZATION OF AND SECURITY FOR NOTES

Section 2.01 General Authorization.

Pursuant to authority conferred by and in accordance with the provisions of the Act, the Constitution, and the laws of the State of Texas, Notes shall be and are hereby authorized to be issued, from time to time, in an aggregate principal amount not to exceed ONE HUNDRED MILLION DOLLARS (\$100,000,000) at any one time Outstanding for the purposes of construction, renovation, acquisition, and equipment of school buildings, the purchase of the necessary sites for school buildings for the College, and the costs of any credit agreements executed or authorized in anticipation of, in relation to, or in connection with such bonds, and refunding, renewing, or refinancing such Notes, all in accordance with and subject to the terms,

conditions, and limitations contained herein. The authority to issue Notes from time to time under the provisions of this Order shall exist until the Maximum Maturity Date.

Notwithstanding any provision herein to the contrary, no Notes shall be issued unless there exists and is then in effect one or more Note Purchase Agreements, and then, Notes shall never be issued in a principal amount that exceeds the “commitment amount,” “available commitment,” or such other term or concept indicating the principal of Notes that the Note Purchaser(s) are obligated to purchase from time to time under such Note Purchase Agreement(s). The Board hereby finds and determines that the terms of the Program and the sale of Notes to the Note Purchaser are in the best interests of the College to provide for the interim financing for the purposes described above on the terms most advantageous to the College.

Section 2.02 Terms Applicable to Notes.

(a) Dated Date; Maturity Date; Authorized Denominations. Notes herein authorized shall (i) be dated as of their date of issuance (the “Note Date”) and (ii) mature on the date specified in such Note; provided however, that such maturity date shall not be later than the earlier to occur of any of the following: (A) 364 days following the Note Date; (B) the termination date of the then effective Note Purchase Agreement relating to such Note; and (C) the Maximum Maturity Date. Unless a larger denomination is specified in the Note Purchase Agreement then in effect, the Notes shall be issued in minimum denominations of \$100,000 or any integral of \$100,000 in excess thereof and shall be numbered in ascending consecutive numerical order in the order of their issuance.

(b) Style; Calculation and Payment of Interest. The Notes shall be designated “College of the Mainland Limited Tax Revolving Notes.” The Notes provided for in the Note Purchase Agreement shall bear interest at such rate or rates (either fixed, variable, or floating) per annum computed on the basis of actual days elapsed based upon (A) a 360-day year of twelve 30-day months, (B) a 360-day year, or (C) a 365-day or 366-day year, as provided in the Note Purchase Agreement, in each case determined by the College at the time such Notes are issued; provided, however, that in no event shall the interest rate on any Note exceed the Maximum Interest Rate in effect on the date of issuance thereof. Notes issued without a fixed numerical rate of interest for the term thereof specified at their time of issuance shall bear interest in accordance with any clearly stated formula or method of calculation specified in the Note Purchase Agreement. In addition, the Note Purchase Agreement may include provision for payment of (i) interest calculated at a Default Rate, (ii) “clawback” interest (being a provision stating that the rate of interest on Notes may remain at the Maximum Interest Rate for a duration necessary to compensate a Holder in the event that the aforementioned formulaic methodology produces an interest rate that exceeds the Maximum Interest Rate for a period of time), so long as such “clawback” provision does not extend beyond the stated maturity date of the applicable Note, and (iii) interest at a taxable gross-up rate if interest on any Note becomes includable in the gross income of the Holder thereof.

Interest on Notes shall be payable at maturity (in conjunction with payment of principal) and at such intervals prior to maturity as specified, if at all, in the applicable Note Purchase Agreement. The manner of payment of interest on Notes shall be as specified in the applicable Note Purchase Agreement.

(c) Redemption. Unless specified otherwise in a Note Purchase Agreement with respect to timing and price, Notes issued hereunder shall be subject to redemption, at the direction of the Authorized Officer, in whole or in part, on any date, at the price of par plus accrued interest to such date of redemption; provided, however, that redemption of Notes bearing interest at a variable or floating may be subject to further restriction regarding the timing and requisite notice of, but (except with respect to any fees specified in the applicable Note Purchase Agreement in connection therewith) not the price for, such redemption, as further specified, if at all, in a Note Purchase Agreement.

Subject to any additional requirements of the applicable Note Purchase Agreement then in effect and the last sentence of this paragraph, at least thirty (30) days prior to the date any Notes are to be redeemed, as determined by an Authorized Officer, a notice of redemption shall be given in the manner set forth below. A written notice of such redemption shall be given to the Registered Owner of each Note or a portion thereof being called for redemption by depositing such notice in the United States mail, first class postage prepaid, addressed to each such Registered Owner at his address shown on the Registration Books (defined herein) kept by the Paying Agent/Registrar. Notwithstanding the foregoing, if the Registered Owner of a Note to be redeemed is the Note Purchaser, then such Notes are redeemable upon at least three (3) Business Days (or such shorter period as may be specified in a Note Purchase Agreement) prior written notice delivered by the College, at the direction of an Authorized Officer, to the Note Purchaser and the Paying Agent/Registrar.

By the date fixed for any such redemption, due provision shall be made by the College with the Paying Agent/Registrar for the payment of the required redemption price for the Notes or the portions thereof which are to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such written notice of redemption is given, and if due provision for such payment is made, all as provided above, the Notes, or the portions thereof which are to be so redeemed, thereby automatically shall be redeemed prior to their scheduled maturities, shall not bear interest after the date fixed for their redemption, and shall not be regarded as being Outstanding except for the right of the Registered Owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of the Notes or any portion thereof. If a portion of any Notes shall be redeemed, a substitute Note or Notes having the same stated maturity date, bearing interest at the same interest rate (or calculated in the same manner, as applicable), in any denomination of or in excess of \$100,000, at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the College, all as provided in this Order.

(d) Notes in Registered Form. The Notes shall be issued in registered form, without coupons, in the name of the Registered Owner thereof or to bearer. The Notes shall initially be registered in the name of the Note Purchaser. Both principal of and interest on each Note shall be payable in lawful money of the United States of America, without exchange or collection charges to the Holder. The principal of any Note is payable upon presentation and surrender thereof at the corporate office of the Paying Agent/Registrar; interest on Notes shall be paid as described in Subsection (b) above. If the date for the payment of the principal of or interest on any Note shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where

the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Note was due. The College and the Paying Agent/Registrar may treat the bearer (in the case of Notes so registered) or the Registered Owner as the absolute owner of any Note for the purpose of receiving payment thereof and for all purposes, and, to the extent permitted by law, the College and the Paying Agent/Registrar shall not be affected by any notice or knowledge to the contrary.

Section 2.03 Paying Agent/Registrar.

The College appoints Zions Bancorporation, National Association, Amegy Division, as the Paying Agent/Registrar for the Notes. The College covenants and agrees to keep and maintain at the corporate office of the Paying Agent/Registrar books and records (the "Registration Books") for the registration, payment, transfer, and exchange of the Notes, all as provided herein and under such reasonable rules and regulations as the Paying Agent/Registrar may prescribe. The College covenants to maintain and provide a Paying Agent/Registrar at all times while the Notes are outstanding, which shall be a banking institution authorized under applicable laws to exercise trust powers. Should a change in the Paying Agent/Registrar for the Notes occur, the College shall promptly cause a written notice thereof to be sent to each Registered Holder of Notes then Outstanding by United States Mail, first-class, postage prepaid. Such notice shall give the address of the successor Paying Agent/Registrar. A successor Paying Agent/Registrar may be appointed without the consent of the Holders.

Section 2.04 Form of Notes.

The Notes, the Certificate of Authentication, and the Certificate of Assignment to appear on each of the Notes shall be substantially in the forms set forth in attached **Exhibit A** with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements thereon as may, consistently herewith, be approved by an Authorized Officer. Any portion of the text of any Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Notes.

The Notes shall be printed, lithographed, engraved, or produced in any other similar manner, or typewritten, all as determined and approved by an Authorized Officer.

Section 2.05 Execution; Authentication.

The Notes shall be executed on behalf of the College by the Chair of the Board and attested by the Board Secretary, as provided in this Section 2.05. The signature of such officers on the Notes may be manual or facsimile. Notes bearing the manual or facsimile signatures of individuals who are or were the proper officers of the College on the date of passage of this Order shall be deemed to be duly executed on behalf of the College, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of the initial sale and delivery of Notes

authorized to be issued hereunder and with respect to Notes delivered in subsequent sales, exchanges and transfers, all as authorized and provided in the Public Security Procedures Act (Texas Government Code, Chapter 1201, as amended).

No Note shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Note either a certificate of registration manually executed by the Comptroller of Public Accounts of the State of Texas or their duly authorized agent or a certificate of authentication executed by the Paying Agent/Registrar in the customary manner then prevailing for obligations such as the Notes.

Section 2.06 Notes Mutilated, Lost, Destroyed or Stolen.

If any Note shall become mutilated, the College, shall execute and deliver a new Note of like tenor and number in exchange and substitution for the Note so mutilated, but only upon surrender to the College of the Note so mutilated. If any Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the College and, if such evidence be satisfactory to it and indemnity satisfactory to it shall be given, the College, shall execute and deliver a new Note of like tenor in lieu of and in substitution for the Note so lost, destroyed or stolen. Neither the College nor the Paying Agent/Registrar shall be required to treat both the original Note and any duplicate Note as being outstanding for the purpose of determining the principal amount of Notes which may be issued hereunder, but both the original and the duplicate Note shall be treated as one and the same.

Section 2.07 Negotiability, Registration and Exchangeability.

The obligations issued hereunder shall be, and shall have all of the qualities and incidents of, a negotiable instrument under the laws of the State of Texas, and each successive holder, in accepting any of the obligations, shall be conclusively deemed to have agreed that such obligations shall be and have all of the qualities and incidents of a negotiable instrument under the laws of the State of Texas.

The Registration Books relating to the registration, payment and transfer or exchange of the Notes shall at all times be kept and maintained by the College at the Designated Office of the Paying Agent/Registrar, and the Paying Agent/Registrar shall obtain, record and maintain in the Registration Books the name and address of each registered owner of the Notes, issued under and pursuant to the provisions of this Order, and the Paying Agent/Registrar further shall provide such information to the College as described in Section 2.02 hereof. Any Note may, in accordance with its terms and the terms hereof, be transferred or exchanged for Notes of like tenor and character and of other authorized denominations upon the Registration Books by the Holder in person or by his duly authorized agent, upon surrender of such Note to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar provided, however, that such subsequent Holder is a “qualified institutional buyer” or an “accredited investor” (each, as defined in the Securities Act) and such transfer is made in accordance with the transfer restrictions set forth in the Note Purchase Agreement.

Upon surrender for transfer of any Note at the Designated Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Notes executed on behalf of, and furnished by, the College of like tenor and character and of authorized denominations and having the same maturity, bearing interest at the same rate and being of a like aggregate principal amount as the Note or Notes surrendered for transfer.

Furthermore, Notes may be exchanged for other Notes of like tenor and character and of authorized denominations and having the same maturity, bearing the same rate of interest and of like aggregate principal amount as the Notes surrendered for exchange, upon surrender of the Notes to be exchanged at the Designated Office of the Paying Agent/Registrar. Whenever any Notes are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Notes of like tenor and character as the Notes exchanged, executed on behalf of, and furnished by, the College to the Holder requesting the exchange.

Unless the Noteholder is the Note Purchaser, the College and the Paying Agent/Registrar may charge the Noteholder a sum sufficient to reimburse them for any expenses incurred in making any exchange or transfer after the first such exchange or transfer. The Paying Agent/Registrar or the College may also require payment from the Holder of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto. Such charges and expenses shall be paid before any such new Note shall be delivered.

New Notes delivered upon any transfer or exchange shall be valid obligations of the College, evidencing the same debt as the Notes surrendered, shall be secured by this Order and shall be entitled to all of the security and benefits hereof to the same extent as the Notes surrendered.

Section 2.08 Delegation of Authority to Authorized Officer.

Pursuant to the Chapter 1371, Texas Government Code, as amended, each Authorized Officer is hereby appointed and designated, as an officer of the College, to act on behalf of the College, in connection with the execution of the Note Purchase Agreement, and the selling and delivering, from time to time, of Notes under the Program, and carrying out the duties and procedures specified in this Order, including approval (subject only to the limitations specified within this Order) of the following terms and provisions for each issue of Notes:

- (1) the principal amount of each Note;
- (2) the Note Date;
- (3) the rate of interest or the method of calculating the interest to be borne on the principal amount of each Note;
- (4) the maturity date of each Note;
- (5) the date, dates, or intervals on which interest on each Note shall be paid;

(6) the commitment fee and other Note Purchase Agreement Costs, if any, including the method of the calculation and timing for payment of such expenses; and

(7) such other matters as herein delegated to an Authorized Officer for final determination.

These characteristics, as finally determined by the Authorized Officer consistent with the provisions of this Order shall be evidenced in the Note Purchase Agreement, and (to the extent applicable) in each definitive Note.

Section 2.09 Pledge; Payments.

(a) The Notes and the Note Purchase Agreement Costs are special obligations of the College payable from and secured solely by the sources specified in this Section 2.09. The College agrees to make payments into the Note Payment Fund, for further deposit into the appropriate account therein, at such times and in such amounts as are necessary to provide for the full payment of the Note Purchase Agreement Costs and the principal of and the interest on the Notes as and when due, whether by reason of maturity, redemption, or otherwise.

To provide security for the payment of the principal of and interest on the Notes and for the payment of the Note Purchase Agreement Costs as the same shall become due and payable, there is hereby pledged (i) the proceeds from (a) the sale or exchange of other Notes issued for the purpose of refinancing, renewing, replacing, or redeeming Notes, and (b) the sale of a series of bonds or other obligations to be issued by the College for the purpose of refinancing, renewing, or redeeming Notes, and (ii) proceeds of the Limited Tax, (iii) the amounts held in the Note Payment Fund until the amounts deposited therein are used for authorized purposes, and (iv) the amounts remaining on deposit in the Note Construction Fund after amounts deposited therein are used for authorized purposes; and it is hereby resolved and declared the principal of and interest on the Notes and all Note Purchase Agreement Costs shall be and are hereby equally and ratably secured by and payable from a lien on and pledge of the sources hereinabove identified in clauses (i) through (iv).

While any Note Purchase Agreement Costs remain unpaid and the Notes or any part of the principal thereof or interest thereon remain Outstanding and unpaid, the Limited Tax is hereby levied and there shall be annually assessed and collected in due time, form, and manner, and at the same time as other College taxes are assessed, levied, and collected, in each year, and said Limited Tax is hereby irrevocably pledged to the payment of Note Purchase Agreement Costs and principal of and interest on the Notes.

To pay the debt service coming due on any Notes issued, and any Note Purchase Agreement Costs coming due, prior to receipt of the taxes levied to pay such debt service and Note Purchase Agreement Costs, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service and Note Purchase Agreement Costs, and such amount shall be used for no other purpose.

To the extent the College has available funds which may be lawfully used to pay debt service on the Notes or Note Purchase Agreement Costs and such funds are on deposit in the Note

Payment Fund in advance of the time when the Board is scheduled to set a tax rate for any year, then such tax rate which otherwise would be required to be established pursuant to this Section may be reduced to the extent and by the amount of such funds then on deposit in the Note Payment Fund.

(b) Perfection of Pledge of Interest in Security. Chapter 1208, Texas Government Code, applies to the issuance of the Notes and the pledge granted by the College in subsection 2.09(a), and such pledge is, therefore, valid, effective, and perfected. If Texas law is amended at any time while the Notes are outstanding and unpaid such that the pledge granted by the College is to be subject to the filing requirements of Chapter 9, as amended, Texas Business & Commerce Code, then in order to preserve to the Registered Owners of the Notes the perfection of the security interest in this pledge, the College agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, as amended, Texas Business & Commerce Code and enable a filing to perfect the security interest in this pledge to occur.

Section 2.10 Note Construction Fund.

There is hereby created and established on the books of the College a separate fund hereby designated as the “College of the Mainland Limited Tax Revolving Note Construction Fund” (the “Note Construction Fund”). Proceeds derived from the sale of Notes shall be deposited to the credit of the Note Construction Fund. Money deposited in the Note Construction Fund shall remain therein until expended from time to time for the purposes specified in Section 2.01 of this Order, and shall not be used for any other purposes whatsoever, except for temporary investment thereof as provided in Section 3.02 of this Order.

Any money remaining in the Note Construction Fund and not necessary for the purposes described in Section 2.01 shall be paid into the Note Payment Account.

Section 2.11 Cancellation.

All Notes which at maturity have collected the principal of and interest thereon from the Paying Agent/Registrar or are surrendered for transfer or exchange pursuant to the provisions hereof shall, upon payment be canceled by the Paying Agent/Registrar, and the Paying Agent/Registrar forthwith shall transmit to the College a certificate identifying such Notes and certifying that such Notes have been duly canceled and destroyed.

Section 2.12 Fiscal and Other Agents.

In furtherance of the purposes of this Order, the Authorized Officers are hereby authorized, from time to time, to appoint and provide for the payment of such additional fiscal, paying or other agents or trustees as it may deem necessary or appropriate in connection with the Notes.

Section 2.13 Funds Secured.

Moneys in all Funds created under this Order, to the extent not invested as permitted hereunder, shall be secured in the manner prescribed by law for securing funds of the College.

ARTICLE III
ISSUANCE AND SALE OF NOTES

Section 3.01 General.

The Notes shall be completed and delivered by the Paying Agent/Registrar in accordance with telephonic, electronic, computer, or written instructions of any Authorized Officer and in the manner specified in the Paying Agent/Registrar Agreement and below. To the extent such instructions are not written, they shall be confirmed in writing within 24 hours. Such instructions shall specify such principal amounts, dates of issue, maturities, rates of interest, whether the Note is a Note or a Taxable Note, and other terms and conditions which are hereby authorized and permitted to be fixed by any Authorized Officer at the time of sale of the Notes. Such instructions shall include the purchase price of the Notes (which shall equal the principal amount of the Notes sold, without original issue premium or discount, and without accrued interest), and a request that the Paying Agent/Registrar authenticate such Notes by countersignature of its authorized officer or employee and deliver them to the named purchaser or purchasers thereof upon receipt of payment. Such instructions shall also specify the amounts of the proceeds of such issue of Notes which are to be deposited to the Note Payment Fund and/or to the Note Construction Fund and with designation for further deposit to the appropriate accounts therein. Such instructions shall also contain provisions representing that all action on the part of the College necessary for the valid issuance of the Notes then to be issued, has been taken, that all provisions of Texas and federal law necessary for the valid issuance of such Notes, with provision for original issue discount and interest exemption from federal income taxation with respect to the Notes, have been complied with, and that such Notes in the hands of the Holders thereof will be valid and enforceable obligations of the College according to their terms, subject to the exercise of judicial discretion in accordance with general principles of equity and bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that, based upon the advice of Co-Bond Counsel, the earned original issue discount on the Notes or stated interest on the Notes, as the case may be, will be excluded from the gross income of the Holders for federal income tax purposes. Such instructions shall also certify that: no Event of Default has occurred and is continuing as of the date of such Certificate; other than Section 5.13 of this Order with respect to Taxable Notes, the College is in compliance with the covenants set forth in Article V hereof as of the date of such instructions; and the sum of the interest payable on such Note and any discount established for such Note will not exceed a yield (calculated on the principal amount of the Note in the applicable manner specified herein) to the stated maturity date of such Note in excess of the Maximum Interest Rate in effect on the date of issuance of such Note.

Section 3.02 Proceeds of Sale of Notes; Exchange of Notes.

(a) The proceeds of the sale of any Notes (net of all expenses and costs of sale and issuance) shall be applied for any or all of the following purposes, as directed by an Authorized Officer:

(i) Proceeds to be used for the payment and redemption of the outstanding Notes at or before stated maturity or for the payment of interest on Notes shall be deposited into the Note Payment Fund, for further deposit to the appropriate account therein, and

expended therefor; provided, however, that no Note proceeds shall be used for the payment and redemption of outstanding Taxable Notes (or interest thereon) unless the deposit of Note proceeds to be used for such purpose shall be accompanied by an opinion of Co-Bond Counsel stating that such use of Tax Exempt Note proceeds shall not affect the excludability of the interest on such Notes from the gross income of the Holders thereof, pursuant to section 103 of the Code, for federal income tax purposes.

(ii) Proceeds not deposited into the Note Payment Fund as provided in subparagraph (i) above shall be deposited to the Note Construction Fund, for further deposit to the appropriate account therein, and used and applied in accordance with the provisions of Section 2.10 hereof to pay Project Costs or to otherwise accomplish the purposes permitted by this Order.

(b) Maturing Notes may be replaced with replacement Notes, which replacement Notes shall have the characteristics determined by an Authorized Officer and the Note Purchaser pursuant to the terms of the then-effective and applicable Note Purchase Agreement, but at all times subject to the limitations on the issuance of Notes specified in this Order; provided, however, that no Tax Exempt Note shall replace maturing Taxable Notes unless the delivery of such replacement Note shall be accompanied at their time of delivery by an opinion of Co-Bond Counsel stating that replacement shall not affect the excludability of the interest on such Notes from the gross income of the Holders thereof, pursuant to section 103 of the Code, for federal income tax purposes.

Pending expenditure for the foregoing purposes, proceeds from the sale of Notes may be invested in Eligible Investments. Earnings and profits from the investment of money in the Note Construction Fund shall be held therein.

Section 3.03 Paying Agent/Registrar Agreement.

The Paying Agent/Registrar Agreement by and between the College and the Paying Agent/Registrar relating to the Notes, in substantially the form presented with this Order, is hereby approved, and any Authorized Officer is hereby authorized and directed to approve all final changes and execute the same for and on behalf of the College. Any Authorized Officer is hereby authorized to enter into any supplemental agreements with the Paying Agent/Registrar or with any successor Paying Agent/Registrar to implement the functions of the Paying Agent/Registrar with respect to the Notes.

Section 3.04 Note Purchase Agreement.

Based on the recommendation of the Chief Financial Officer of the College, the Board hereby approves the selection of the Initial Note Purchaser to provide an interim lending facility in accordance with the terms of this Order and the Note Purchase Agreement. The Note Purchase Agreement, substantially in the form presented with this Order, is hereby approved. Each Authorized Officer is hereby authorized and directed to approve any final changes to the Note Purchase Agreement and execute and deliver such agreement on the College's behalf. The provisions of the Note Purchase Agreement relating to the terms, conditions, events of default, remedies, downgrade pricing and similar terms, conditions and provisions pertaining to the Notes are incorporated herein by reference as if fully set forth herein. The payment of the Note Purchase

Agreement Costs, as specified in the Note Purchase Agreement pursuant to mutual agreement between the Initial Note Purchaser and the Authorized Officer, are hereby authorized to be paid from Net Revenues.

Notwithstanding any provision herein to the contrary, the aggregate amount of the commitments of Note Purchasers to purchase Notes under all Note Purchase Agreements at any time in effect shall never exceed the maximum principal amount of Notes authorized at any one time to be outstanding under the Program.

ARTICLE IV NOTE PAYMENT FUND

Section 4.01 Note Payment Fund.

There is hereby created and established a separate and special fund to be designated as the “College of the Mainland College Revenue Revolving Note Payment Fund” (the “Note Payment Fund”). Money on deposit in the Note Payment Fund shall be used to pay principal of and interest on Notes at the respective interest payment, maturity, or redemption dates of each issue of such as provided herein. Amounts remaining in the Note Payment Fund not then necessary for the purposes for which such funds were originally held in such Fund may be transferred to the Note Construction Account upon request of an Authorized Officer.

Pending the expenditure of money in the Note Payment Fund for authorized purposes, money deposited therein may be invested at the direction of an Authorized Officer in Eligible Investments. Any income received from investments in the Note Payment Fund shall be retained in such Fund.

ARTICLE V PARTICULAR REPRESENTATIONS AND COVENANTS

Section 5.01 Limitation on Issuance.

Unless this Order is amended and modified by the Board in accordance with the provisions of Section 7.01 hereof, the College covenants that there will not be issued and outstanding at any time under this Order more than \$100,000,000 in principal amount of Notes. For purposes of this section, any portion of Outstanding Notes to be paid on a particular day from moneys on deposit in the Note Payment Fund and/or the proceeds of other Notes or obligations issued for the purpose of refinancing, redeeming, or refunding then Outstanding Notes shall not be considered Outstanding on such day. In addition to the foregoing, (i) no Notes shall be issued for any purposes other than those described in Section 2.01 hereof, and (ii) no Notes shall be issued if the Notes then Outstanding after such issuance would exceed the authorized but unissued amount of Notes.

Section 5.02 Allocation of, and Limitation on, Expenditures .

The College covenants to account for on its books and records the expenditure of proceeds from the sale of the Notes and any investment earnings thereon to be used for the purposes described in Section 2.01 by allocating proceeds to expenditures within 18 months of the later of the date that (a) the expenditure for any such purpose is made, or (b) all such purposes are

completed. The foregoing notwithstanding, the College shall not expend such proceeds or investment earnings more than sixty (60) days after the later of (a) the fifth anniversary of the date of delivery of the Notes, or (b) the date the Notes are retired, unless the College obtains an opinion of Co-Bond Counsel substantially to the effect that such expenditure will not adversely affect the tax-exempt status of the Notes. For purposes of this Section, the College shall not be obligated to comply with this covenant if it obtains an opinion of Co-Bond Counsel to the effect that such failure to comply will not adversely affect the excludability of the interest on the Notes from gross income for federal income tax purposes.

Section 5.03 Opinion of Co-Bond Counsel

The College shall cause the legal opinion of Co-Bond Counsel as to the validity of the Notes and as to the exemption of interest on the Notes from federal income taxation to be furnished to any Noteholder without cost. In addition, a copy of such opinion may be printed on or attached to each of the Notes.

Section 5.04 Bond Anticipation Notes.

The College hereby acknowledges that the Notes are being issued as bond anticipation notes, and the College in good faith shall endeavor to and maintain capacity to sell a sufficient principal amount of bonds in order to have funds available, together with other lawfully available funds, to pay the Notes and the interest thereon, or any renewals thereof, or any obligations created under the Note Purchase Agreement, as the same shall become due, and such bonds shall be issued as refunding bonds pursuant to and in accordance with the provisions of Texas Government Code, Chapter 1207, as contemplated and permitted under Section 1371.057(c) of Chapter 1371.

Section 5.05 Other Representations and Covenants.

(a) The College will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order; the College will promptly pay or cause to be paid the principal of, premium, if any, and interest on each Note on the dates and at the places and manner prescribed in such Note; and the College will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The College is duly authorized under the laws of the State of Texas to issue the Notes; all action on its part for the creation and issuance of the Notes has been duly and effectively taken; and the Notes in the hands of the Holders thereof are and will be valid and enforceable obligations of the College in accordance with their terms.

Section 5.06 Federal Income Tax Exclusion.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

“*Closing Date*” means the date on which the Notes are first authenticated and delivered to the initial purchasers against payment therefor.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“Computation Date” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Notes.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Notes are invested and which is not acquired to carry out the governmental purposes of the Notes.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Regulations” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Notes. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Notes has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The College shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Note to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the College receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Note, the College shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the College shall at all times prior to the last stated maturity of Notes:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Notes and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the

general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Notes or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds other than taxes of general application within the College or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the College shall not use Gross Proceeds of the Notes to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the College shall not at any time prior to the final Stated Maturity of the Notes directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Notes.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the College shall not take or omit to take any action which would cause the Notes to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The College shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The College shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last outstanding

Note is discharged. However, to the extent permitted by law, the College may commingle Gross Proceeds of the Notes with other money of the College, provided that the College separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the College shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The College shall maintain such Computations with its official transcript of proceedings relating to the issuance of the Notes until six (6) years after the final Computation Date.

(3) The College shall pay to the United States out of the Note Payment Account or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Notes equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date, and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The College shall exercise reasonable diligence to assure that no errors are made in the Computations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Elections. The College hereby directs and authorizes each Authorized Officer or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Notes, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(j) Reimbursement. The College reasonably expects to reimburse capital expenditures made from its own funds with respect to the purposes described in Section 2.10 with Note proceeds and this Order shall constitute a declaration of official intent under Treasury Regulations Section 1.150-2. The maximum principal amount of obligations expected to be issued and outstanding for such purposes at any time is \$100,000,000.

Section 5.07 Disposition of Project.

The College covenants that the property financed or refinanced with the proceeds of the Notes will not be sold or otherwise disposed in a transaction resulting in the receipt by the College of cash or other compensation unless the College obtains an opinion of a nationally recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect

the tax-exempt status of the Notes. For purposes of this Section, the portion of the property comprising personal property and disposed of in the ordinary course of business shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this Section, the College shall not be obligated to comply with this covenant if it obtains an opinion of a nationally recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

ARTICLE VI DEFAULT AND REMEDIES

Section 6.01 Remedies.

In addition to all the rights and remedies provided by the laws of the State of Texas during the continuance of any Event of Default, the Holder or Holders of any of the Notes shall be entitled to proceed to protect and enforce all rights conferred hereunder or under the Note Purchase Agreement by such appropriate judicial proceedings as such Holder shall deem most effectual to protect and enforce any such rights either by suit in equity or by action at law; or by a writ of mandamus issued by a court of proper jurisdiction, compelling and requiring the College and its officers to observe and perform any payment, covenant, condition or obligation prescribed in the Order or the Note Purchase Agreement. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, nor shall such delay or omission be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The provisions of this Order shall be deemed to be a contract with each and every Holder and the duties of the College shall be enforceable by mandamus or appropriate suit, action or proceeding in any court of competent jurisdiction.

Section 6.02 Remedies Not Exclusive.

No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Notes or now or hereafter existing at law or in equity.

ARTICLE VII MISCELLANEOUS

Section 7.01 Amendments or Modifications Without Consent of Holders of Notes.

(a) Amendments Without Consent. Except as set forth in the Note Purchase Agreement, this Order and the rights and obligations of the College and of the owners of the Notes may be modified or amended at any time without notice to or the consent of any owner of the Notes or any Bonds Similarly Secured, solely for any one or more of the following purposes:

(i) To add to the covenants and agreements of the College contained in this Order, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the College in this Order;

(ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Order upon receipt by the College of an opinion of nationally recognized bond counsel, that the same is needed for such purpose, and will more clearly express the intent of this Order,

(iii) To supplement the security for the Notes, replace or provide additional credit facilities, or change the form of the Notes or make such other changes in the provisions hereof as the College may deem necessary or desirable and which shall not, in the judgment of the College, materially adversely affect the interests of the owners of the outstanding Notes;

(iv) To make any changes or amendments requested by any Rating Agency then rating or requested to rate the Notes, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the College, materially adversely affect the interests of the owners of the outstanding Notes; or

(v) To make such other changes in the provisions hereof as the College may deem necessary or desirable and which shall not, in the judgment of the College, materially adversely affect the interests of the owners of outstanding Notes.

Notice of any such amendment may be published by the College in the manner described in subsection (c) of this Section; provided, however, that the publication of such notice shall not constitute a condition precedent to the adoption of such amendatory resolution and the failure to publish such notice shall not adversely affect the Implementation of such amendment as adopted pursuant to such amendatory resolution.

(b) Amendments With Consent. Subject to the other provisions of this Order, the owners of outstanding Notes aggregating a majority in outstanding principal amount shall have the right from time to time to approve any amendment, other than amendments described in subsection (a) of this Section, to this Order which may be deemed necessary or desirable by the College; provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the owners of all of the outstanding Notes, the amendment of the terms and conditions in this Order or in the Notes so as to:

(i) Make any change in the maturity of the outstanding Notes;

(ii) Reduce the rate of interest borne by outstanding Notes;

(iii) Reduce the amount of the principal payable on outstanding Notes;

(iv) Modify the terms of payment of principal of or interest on the outstanding Notes, or impose any conditions with respect to such payment;

(v) Affect the rights of the owners of less than all Notes then outstanding; or

(vi) Change the minimum percentage of the outstanding principal amount of Notes necessary for consent to such amendment.

(c) Notice. If at any time the College shall desire to amend this Order other than pursuant to subsection (a) of this Section, the College shall cause written notice of the proposed amendment to be given by certified mail to each registered owner of the Notes affected at the address shown on the Register. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file with the Board Secretary or interim Board Secretary for inspection by all owners of Notes.

(d) Consent Irrevocable. Any consent given by the owner of Notes or the Note Purchaser pursuant to the provisions of this Section shall be irrevocable for the period specified in such notice, or if the notice is silent, for a period of eighteen (18) months from the date of mailing of the notice provided for in this Section, and shall be conclusive and binding upon all future owners of the same Notes during such period. Such consent may be revoked at any time after eighteen (18) months from the date of mailing by the owner who gave such consent or as otherwise provided in such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar and the College, but such revocation shall not be effective if the owners of a majority in outstanding principal amount of Notes, prior to the attempted revocation, consented to and approved the amendment.

(e) Ownership. For the purpose of this Section, the ownership and other matters relating to all Notes registered as to ownership shall be determined from the Registration Books kept by the Paying Agent/Registrar therefor. The Paying Agent/Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Paying Agent/Registrar.

Section 7.02 Order to Constitute a Contract; Equal Security; Note Purchase Agreement.

In consideration of the acceptance of the Notes, the issuance of which is authorized hereunder, by those who shall hold the same from time to time, this Order shall be deemed to be and shall constitute a contract between the College and the Holders from time to time of the Notes and the pledge made in this Order by the College, and the covenants and agreements set forth in this Order to be performed by the College shall be for the equal and proportionate benefit, security and protection of all Holders of the Notes, without preference, priority or distinction as to security or otherwise of any of the Notes authorized hereunder over any of the others by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Order.

Section 7.03 Severability of Invalid Provisions.

If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Notes issued hereunder.

Section 7.04 Payment and Performance on Business Days.

Whenever under the terms of this Order or the Notes, the performance date of any provision hereof or thereof, including the payment of principal of or interest on the Notes, shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Notes, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on the date of performance or payment.

Section 7.05 Defeasance.

If, when all or any portion of the Notes shall have become due and payable in accordance with their terms or otherwise as provided in this Ordinance, the entire principal and interest so due and payable upon such Notes shall be paid, or if at or prior to the date such Notes have become due and payable, (i) sufficient moneys, (ii) direct obligations of, or obligations guaranteed by, the United States of America, the principal of and interest on which will provide sufficient moneys for such payment, (iii) noncallable and non-prepayable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, the principal of and interest on which will provide sufficient moneys for such payment, or (iv) noncallable and non-prepayable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, the principal of and interest on which will provide sufficient moneys for such payment, shall be held in trust by the Paying Agent/Registrar or a duly authorized escrow agent, and provision shall also be made for paying all other sums payable hereunder by the City with respect to such Notes, the pledge herein created with respect to such Notes shall thereupon cease, terminate and become discharged, and such Notes shall no longer be deemed outstanding for purposes of this Ordinance, and all the provisions of this Ordinance relating to the Notes, including all covenants, agreements, liens and pledges made herein for the benefit thereof, shall be deemed duly discharged, satisfied and released.

Section 7.06 Limitation of Benefits With Respect to the Order.

With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Order or the Notes is intended or should be construed to confer upon or give to any person other than the College, the Note Purchaser, the Holders of the Notes and the Paying Agent/Registrar, any legal or equitable right, remedy or claim under or by reason of or in respect to this Order or any covenant, condition, stipulation, promise, agreement or provision herein contained. This Order and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the College and the Holders of the Notes as herein and therein provided.

Section 7.07 Approval of Attorney General.

No Notes herein authorized to be issued shall be sold or delivered by an Authorized Officer until the Attorney General of the State of Texas shall have approved the proceedings relating to the Program, the Notes and the Note Purchase Agreement as required in accordance with applicable law.

Section 7.08 No Personal Liability.

No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the College or any person executing any Bonds.

Section 7.09 Further Procedures.

Any one or more of the Authorized Officers are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the College all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Order and the issuance, sale and delivery of the Notes. In addition, prior to the delivery of the Notes, the Authorized Officers are each hereby authorized and directed to approve any changes or corrections to this Order or to any of the documents authorized and approved by this Order: (i) in order to cure any ambiguity, formal defect, or omission in this Order or such other document, or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Note proceedings by the Attorney General. In the event that any officer of the College whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 7.10 Incorporation of Recitals.

The College hereby finds that the statements set forth in the recitals of this Order are true and correct, and the College hereby incorporates such recitals as a part of this Order.

Section 7.11 Repealer.

All orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 7.12 Effective Date.

This Order shall be in full force and effect from and upon its adoption.

Signature Page Follows.

PASSED, APPROVED, AND EFFECTIVE on the 26th day of May, 2023, at a regular meeting of the Board of Trustees of the College of the Mainland.

DR. WILLIAM MCGARVEY
Chair, Board of Trustees
College of the Mainland

ATTEST:

MELISSA SKIPWORTH
Secretary, Board of Trustees
College of the Mainland

Signature Page for Order

EXHIBIT A
FORM OF NOTE

United States of America
State of Texas
County of Galveston

COLLEGE OF THE MAINLAND
LIMITED TAX REVOLVING NOTE PROGRAM

Form of Heading and First Paragraph for Fixed Rate Note:

Note No.: _____ Note Date: _____
Principal Amount: \$ _____ Maturity Date: _____
Interest Rate: _____%

The College of the Mainland (the "College"), a junior college district of the State of Texas, FOR VALUE RECEIVED, hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the order of _____ on the Maturity Date specified above, the principal sum specified above, and to pay interest, if any, on such principal amount at such Maturity Date from the above specified Note Date or from the most recent date to which interest has been paid or duly provided for to such Maturity Date at the per annum Interest Rate shown above, subject to adjustment as provided in the Order or a Note Purchase Agreement. Interest hereon is computed on the basis of actual days elapsed and a 360-day year. Both principal and interest on this Note being payable in lawful money of the United States of America at the designated office of the Paying Agent/Registrar executing the "Certificate of Authentication" endorsed hereon and appearing below or its successor. No interest will accrue on the Principal Amount hereof after such Maturity Date.

Form of Heading and First Paragraph for Variable Rate Note:

Note No.: _____ Note Date: _____
Principal Amount: \$ _____ Maturity Date: _____
Interest Rate: _____%

The College of the Mainland (the "College"), a junior college district of the State of Texas, FOR VALUE RECEIVED, hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the order of _____ on the Maturity Date specified above, the principal sum specified above, and to pay interest, if any, on such principal amount at such Maturity Date from the above specified Note Date or from the most recent date to which interest has been paid or duly provided for to such Maturity Date at the rate per annum (computed on the basis of actual days elapsed and a [360-day year of twelve 30-day months/360-day year/365-day or 366-day year, as applicable]) equal to [insert formula or method

of calculation for determining variable or floating interest rate, subject to adjustment as provided in the Order or a Note Purchase Agreement]. Both principal and interest on this Note being payable in lawful money of the United States of America at the designated office of the Paying Agent/Registrar executing the “Certificate of Authentication” endorsed hereon and appearing below, or its successor. No interest will accrue on the principal amount hereof after such Maturity Date.

Form of Remainder of all Notes:

This Note is one of a series of notes authorized under the “College of the Mainland Limited Tax Revolving Note Program” (the “Program”), pursuant to which the College may issue notes, bearing interest at fixed, variable, or floating rates (and which interest is excludable from gross income for federal tax purposes), in an aggregate principal amount at any one time outstanding not to exceed ONE HUNDRED MILLION DOLLARS (\$100,000,000) (such notes, the “Notes”). The Program, as well as the issuance of Notes thereunder, has been duly authorized in accordance with the provisions of an order (the “Order”) adopted by the Board of Trustees of the College for the purposes of construction, renovation, acquisition, and equipment of school buildings, the purchase of the necessary sites for school buildings for the College, and the costs of any credit agreements executed or authorized in anticipation of, in relation to, or in connection with such bonds, and refunding, renewing, or refinancing such Notes; all in accordance and in strict conformity with the provisions of the Constitution and laws of the State of Texas, including but not limited to, Chapters 1371, Texas Government Code, as amended and Chapter 130, Texas Education Code, as amended.

This Note is payable from and equally secured by a lien on and pledge of (i) the proceeds from (a) the sale or exchange of other Notes issued for the purpose of refinancing, renewing, replacing, or redeeming this Note, and (b) the sale of a series or issue of bonds or other obligations to be issued by the College subsequent to the Note Date hereof for the purpose of refinancing, renewing, or redeeming this Note, (ii) proceeds of the Limited Tax, (iii) the amounts held in the Note Payment Fund until the amounts deposited therein are used for authorized purposes, and (iv) the amounts remaining on deposit in the Note Construction Fund after amounts deposited therein are used for authorized purposes.

This Note, together with other Notes similarly secured, is payable solely from the sources hereinabove identified securing the payment thereof. The Notes do not constitute a legal or equitable pledge, charge, lien, or encumbrance upon any property of the College, except as otherwise described above, and the Holder hereof shall never have the right to demand payment of this obligation from any sources or properties of the College except as identified above.

Reference is hereby made to the Order, copies of which may be obtained upon request to the College, and to all of the terms and provisions the Holder hereof by acceptance of this Note hereby assents, including, but not limited to, provisions relating to definitions of terms, the description of and the nature of the security for this Note, the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders of this Note, and the right to issue College debt.

Unless specified otherwise in a Note Purchase Agreement with respect to timing and price, Notes issued hereunder shall be subject to redemption, at the direction of the Authorized Officer, in whole or in part, on any date, at the price of par plus accrued interest to such date of redemption; provided, however, that redemption of Notes bearing interest at a variable or floating may be subject to further restriction regarding the timing and requisite notice of, but (except with respect to any fees specified in the applicable Note Purchase Agreement in connection therewith) not the price for, such redemption, as further specified, if at all, in a Note Purchase Agreement.

Subject to any additional requirements of the applicable Note Purchase Agreement then in effect and the last sentence of this paragraph, at least thirty (30) days prior to the date any Notes are to be redeemed, as determined by an Authorized Officer, a notice of redemption shall be given in the manner set forth below. A written notice of such redemption shall be given to the Registered Owner of each Note or a portion thereof being called for redemption by depositing such notice in the United States mail, first-class postage prepaid, addressed to each such Registered Owner at his address shown on the Registration Books kept by the Paying Agent/Registrar. Notwithstanding the foregoing, if the Registered Owner of a Note to be redeemed is the Note Purchaser, then such Notes are redeemable upon three (3) Business Days' prior written notice delivered by the College, at the direction of an Authorized Officer, to the Note Purchaser and the Paying Agent/Registrar.

By the date fixed for any such redemption, due provision shall be made by the College with the Paying Agent/Registrar for the payment of the required redemption price for the Notes or the portions thereof which are to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such written notice of redemption is given, and if due provision for such payment is made, all as provided above, the Notes, or the portions thereof which are to be so redeemed, thereby automatically shall be redeemed prior to their scheduled maturities, shall not bear interest after the date fixed for their redemption, and shall not be regarded as being Outstanding except for the right of the Registered Owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of the Notes or any portion thereof. If a portion of any Notes shall be redeemed, a substitute Note or Notes having the same stated maturity date, bearing interest at the same interest rate (or calculated in the same manner, as applicable), in any denomination or denominations in excess of \$100,000 at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the College, all as provided in the Order.

It is hereby certified and recited that all acts, conditions, and things required by law and the Order to exist, to have happened, and to have been performed precedent to and in the issuance of this Note, do exist, have happened, and have been performed in regular and in due time, form, and manner as required by law and that the issuance of this Note, together with all other Notes, is not in excess of the principal amount of Notes permitted to be issued under the Order.

This Note has all the qualities and incidents of a negotiable instrument under the laws of the State of Texas.

This Note may be transferred only on the Registration Books. Upon surrender hereof at the designated office of the Paying Agent/Registrar, this Note may be exchanged for a like

aggregate principal amount of fully registered (which registration may be to bearer) Notes of authorized denominations of like interest rate and maturity, but only in the manner, subject to the limitations, and upon payment of the charges provided in the Order and upon surrender and cancellation of this Note.

This Note shall not be entitled to any benefit under the Order or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Paying Agent/Registrar of the Certificate of Authentication hereon.

In the event of any conflict or inconsistency between this Note and the Order, the Order shall control.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, this Note has been signed with the manual or facsimile signature of the Chair and countersigned with the manual or facsimile signature of the Secretary of the Board of Trustees on this Note.

Chair, Board of Trustees
College of the Mainland

Board Secretary, Board of Trustees
College of the Mainland

[SEAL]

[Form of Paying Agent/Registrar's Certificate of Authentication]

PAYING AGENT/REGISTRAR'S
CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes delivered pursuant to the within-mentioned Order.

[ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, AMEGY DIVISION]
as Paying Agent/Registrar

By: _____
Authorized Signatory

[Form of Comptroller's Registration Certificate]

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

CERTIFICATE OF ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto (Print or typewrite name, address, and zip code of transferee):

(Social Security or other identifying number):

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Note in every particular.

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: June 26, 2023
Subject: Recommendation – Instructional Designer I (Replacement)

Presented for recommended approval to the Board of Trustees on June 26, 2023 and forwarded for recommended approval to Board of Trustees on the same date.

MINUTE ORDER

Motion to be acted upon: “I move the Board of Trustees approve the appointment of Jessi Colley to the position of Instructional Designer I, Educational Technology Services Department.”

PURPOSE

Instructional support for the creation and management of interactive and engaging course content for distance education courses, and assist faculty, students, and staff with implementation of multiple technologies in both classroom and online environments.

BACKGROUND

This is a replacement for Holli Kilburn.

IMPLICATIONS

Financial: \$53,041 from budget 11-0-0000-1110-5140.

Strategic Goal 5: College of the Mainland will provide services/processes that enhance the integrity/safety/quality of the institution (including physical facilities) and that enhance the quality of the faculty and staff.

ATTACHMENTS

1. Appointment Nomination



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: June 26, 2023
Subject: Recommendation – Faculty – Instrumentation/Program Coordinator (New)

Presented for recommended approval to the Board of Trustees on June 26, 2023 and forwarded for recommended approval to Board of Trustees on the same date.

MINUTE ORDER

Motion to be acted upon: “I move the Board of Trustees approve the appointment of Michael Duron to the position of Faculty – Instrumentation/Program Coordinator, CE Workforce Programs.”

PURPOSE

Provide instruction for the Associate degree program in Instrumentation. Develop, revise, and evaluate the curriculum for the Instrumentation and Electrical programs. Experience with Instrumentation and electrical installation, maintenance, calibration, troubleshooting, diagnosis, and repair of instruments and control systems is required. Provide scheduled office hours for student consultation and maintain open and consistent communications with students. Attend Department meetings, participate in compulsory College training and professional development, and serve on College committees as needed and assigned. Participate in student recruiting, advisement, and mentoring activities as required and assigned.

BACKGROUND

This is a new position.

IMPLICATIONS

Financial: \$56,286 from budget 11-0-0000-1208-5100.

Strategic Goal 5: College of the Mainland will provide services/processes that enhance the integrity/safety/quality of the institution (including physical facilities) and that enhance the quality of the faculty and staff.

ATTACHMENTS

1. Appointment Nomination



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: June 26, 2023
Subject: Recommendation – Development Coordinator (Replacement)

Presented for recommended approval to the Board of Trustees on June 26, 2023 and forwarded for recommended approval to Board of Trustees on the same date.

MINUTE ORDER

Motion to be acted upon: “I move the Board of Trustees approve the appointment of Samantha Gathright to the position of Development Coordinator, COM Foundation & Resources Development Department.”

PURPOSE

Under supervision of and in collaboration with the Vice President of Institutional Advancement (VPIA), the Development Coordinator will take responsibility for all stages of fundraising with prospective donors including outreach, stewardship, and gift requests. This person will implement strategies that grow and retain donors and strengthen donor relationships with alumni, retirees, employees, and individuals.

BACKGROUND

This is a replacement for Destiny Andrews.

IMPLICATIONS

Financial: \$65,699 from budget 11-0-0000-5142-5140.

Strategic Goal 5: College of the Mainland will provide services/processes that enhance the integrity/safety/quality of the institution (including physical facilities) and that enhance the quality of the faculty and staff.

ATTACHMENTS

1. Appointment Nomination



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: June 26, 2023
Subject: Recommendation – Veterans Academic Advisor (Replacement)

Presented for recommended approval to the Board of Trustees on June 26, 2023 and forwarded for recommended approval to Board of Trustees on the same date.

MINUTE ORDER

Motion to be acted upon: “I move the Board of Trustees approve the appointment of Claude Hoke to the position of Veterans Academic Advisor, Office of Veteran Success.”

PURPOSE

Advises veteran students, their spouses and dependents, regarding information, procedures and academic requirements for a specific program or major. Assists students in exploring careers, evaluating academic abilities, and setting goals. Advises veterans, their spouses and dependents of VA and Texas Veterans Commission educational benefits and other resources available. Assists in the application process and certification of educational benefits. Serves as the co-advisor to Veterans Student Organization.

BACKGROUND

This is a replacement position for Joel Camacho.

IMPLICATIONS

Financial: \$58,612 from budget 11-0-0000-4137-5140.

Strategic Goal 5: College of the Mainland will provide services/processes that enhance the integrity/safety/quality of the institution (including physical facilities) and that enhance the quality of the faculty and staff.

ATTACHMENTS

1. Appointment Nomination



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: June 26, 2023
Subject: Recommendation – Faculty - Theatre (Replacement)

Presented for recommended approval to the Board of Trustees on June 26, 2023 and forwarded for recommended approval to Board of Trustees on the same date.

MINUTE ORDER

Motion to be acted upon: “I move the Board of Trustees approve the appointment of Cheramie Hopper to the position of Faculty - Theatre, Fine Arts Department.”

PURPOSE

Responsible for providing instruction within the appropriate department/program. Develop and revise curriculum and course work. Provide scheduled office hours for student consultation. Serves on College committees as needed and assigned. Participate in student oriented instructional and advisement activities as needed and assigned.

BACKGROUND

This is a replacement for Ashley Love.

IMPLICATIONS

Financial: \$68,713 from budget 11-0-0000-1118-5100.
Strategic Goal 5: College of the Mainland will provide services/processes that enhance the integrity/safety/quality of the institution (including physical facilities) and that enhance the quality of the faculty and staff.

ATTACHMENTS

1. Appointment Nomination



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: June 26, 2023
Subject: Recommendation – Faculty - Psychology (Replacement)

Presented for recommended approval to the Board of Trustees on June 26, 2023 and forwarded for recommended approval to Board of Trustees on the same date.

MINUTE ORDER

Motion to be acted upon: “I move the Board of Trustees approve the appointment of Kristin O’Brien to the position of Faculty - Psychology, Social & Behavioral Sciences Department.”

PURPOSE

Responsible for providing instruction within the Social and Behavioral Sciences Department. Develop and revise curriculum and course work. Provide scheduled office hours for student consultation, and maintain open and consistent communications with students. Attend Department meetings and other mandatory College events. Participate in mandatory College training and professional development. Serve on College committees as needed and assigned. Participate in student advisement and mentoring activities as needed and assigned.

BACKGROUND

This is a replacement for Stacey Henderson.

IMPLICATIONS

Financial: \$48,760 from budget 11-0-0000-1129-5100.
Strategic Goal 5: College of the Mainland will provide services/processes that enhance the integrity/safety/quality of the institution (including physical facilities) and that enhance the quality of the faculty and staff.

ATTACHMENTS

1. Appointment Nomination



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: June 26, 2023
Subject: Recommendation – Faculty - Math (Replacement)

Presented for recommended approval to the Board of Trustees on June 26, 2023 and forwarded for recommended approval to Board of Trustees on the same date.

MINUTE ORDER

Motion to be acted upon: “I move the Board of Trustees approve the appointment of Jessica Smith to the position of Faculty - Math, Math Department.”

PURPOSE

Responsible for providing instruction within the appropriate department/program. Develop and revise curriculum and course work. Provide scheduled office hours for student consultation. Serves on College committees as needed and assigned. Participate in student oriented instructional and advisement activities as needed and assigned.

BACKGROUND

This is a replacement for Thomas English.

IMPLICATIONS

Financial: \$49,806 from budget 11-0-0000-1114-5100.
Strategic Goal 5: College of the Mainland will provide services/processes that enhance the integrity/safety/quality of the institution (including physical facilities) and that enhance the quality of the faculty and staff.

ATTACHMENTS

1. Appointment Nomination

MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: June 26, 2023
Subject: Recommendation – Acceptance of Non-Contractual Positions Hiring Report

Presented for recommended acceptance to Board of Trustees on June 26, 2023.

MINUTE ORDER

Motion to be acted upon: “I move the Board of Trustees accept the *Non-Contractual Positions Hiring Report* as written.”

PURPOSE

The *Non-Contractual Positions Hiring Report* is being presented to the Board of Trustees for review and acceptance.

BACKGROUND

Notwithstanding Board policy DC (Local) which states that the Board delegates to the College President final authority to employ and dismiss non-contractual classified employees on an at-will basis, based on recommendations from the staff the persons listed on the attached Non-Contractual Positions Hiring Report is recommended for employment.

IMPLICATIONS

Financial:

Adult Education Career Navigator - \$51,268 from budget 32-0-4850-1401-5140
Administrative Assistant IV - \$49,361 from budget 11-0-0000-3105-5160
Director, TRIO Student Support Services - \$64,774 from budget 32-0-3090-4199-5140
Administrative Assistant IV - \$49,361 from budget 11-0-0000-3104-5160

Strategic Goal #5: College of the Mainland will provide services/processes that enhance the integrity/safety/quality of the institution (including physical facilities) and that enhance the quality of the faculty and staff.

Attachments

Non-contractual Positions Hiring Report

	POSITION	DEPARTMENT	CLASS SUMMARY	POSITION STATUS	SELECTED CANDIDATE	SALARY	SALARY RANGE
1	Adult Education Career Navigator (Grant Funded)	Adult Education	Develops and coordinates college recruitment which includes but is not limited to college enrollment and financial aid assistance. This role includes intensive case management for direction or mentorship of potential students as they are navigated through COM's career pathways model. Meets targeted criteria goals as outlined in the college's strategic plan.	Replacement of Naomi Grimaldo.	Veronica Munoz	\$51,268	\$43,437 - \$54,297 - \$65,156
2	Administrative Assistant IV	Science & Engineering	Provides a variety of administrative support duties in relation to the Department of Science and Engineering and the Department of Math, Computer Science, and Information Technology including Biology, Chemistry, Drafting, Engineering, Geology, Physical Education, Physics, Math, and Computer Science.	Replacment of Jennifer Denison	Julie Kellagher	\$49,361	\$39,489 - \$49,361 - \$59,233
3	Director, TRIO Student Support Services (Grant Funded)	TRIO Programs	Responsible for directing and supervising all activities related to the provision of Student Support Services (TRIO) programs.	Replacement of Ciro Reyes	Marcelo Angulo	\$64,744	\$53,532 - \$72,269 - \$91,006
4	Administrative Assistant IV	Nursing	Works with director to monitor internal controls and policies for expenditures, grant compliance, accounts payable and accounts receivable. The nursing programs include the Certified Nursing Assistant (CNA) Program, Vocational Nursing (VN) Program, AAS Pre-Licensure Nursing Program, VN to RN Transition Nursing Program, and RN to BSN Nursing Program.	Replacemnet for Sandra Zavala	Liana Lerma	\$49,361	\$39,489 - \$49,361 - \$59,233
5							
6							
7							



MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: June 26, 2023
Subject: Request for Development Leave for Kristy Peet, Fine Arts Faculty
Presented for recommended approval to the Board of Trustees on June 26, 2023

MINUTE ORDER

Motion to be acted upon: “I move the Board of Trustees approve Kristy Peet’s request for Development Leave and grant permission for related outside employment.”

PURPOSE

To concentrate on professional development in terms of learning new art making technologies and techniques as well as focusing on my own art making practice.

BACKGROUND

A faculty member [see definition at DEC(LEGAL) Development Leaves of Absence] may be granted faculty development leave for study, research, writing, field observations, or other suitable purpose.

Eligibility – To qualify for development leave, a faculty member must serve at least three consecutive academic years performing full-time academic duty as an instructor or as an assistant, associate, or full professor, or an equivalent rank. The work need not include teaching.

Alternatively, the faculty member may qualify for development leave as an administrator if the faculty member has had significant administrative duties relating to the operation of the College District for more than four years. To be granted development leave for the subsequent academic year, a faculty member must apply to the College President by March 1 on a signed and dated form created by the administration.

IMPLICATIONS

Financial: NA

Strategic Goal #1: Student success is our top priority. College of the Mainland will be the college of choice for our community.

Strategic Goal #2: Create an environment that retains and attracts administrators, faculty, and staff committed to serving our students.

Human Resources: N/A

Attachments

1. Academic Development Leave Application
2. Policy DEC (Local)
3. Policy DEC (Legal)

Development Leave Application

Applicant: Kristy Peet, Professor of Visual Art

Requested date and duration: Spring 2024, one semester

Specific Purpose of Leave:

I would like to use one semester of development leave to concentrate on professional development in terms of learning new art making technologies and techniques as well as focusing on my own art making practice.

For art making techniques, I would like to learn more about new digital imaging technologies. It is such a quickly developing medium. I am interested in NFTs, AI (both text and images) and digital painting. I believe this will be extremely useful in updating my Digital Media course to stay current. I plan on both researching and experimenting on my own as well as taking some classes and attending artist talks and lectures. My specific goals include learning how NFTs fit into the art world, how AI generated images are being used by artists and how to use Procreate software for digital painting.

For my own art practice, I would like to make new work and apply for exhibitions. I am interested in doing an artist residency where artists go to a specific location to make art and be part of an art community. My first choice is LightWork in Syracuse, New York. Their residencies last one month and are photo specific. They have both digital and wet labs for making photographs. Their artists in residence are also published in their journal and collected by the institution. There are many other residencies I could apply for as well.

How the leave is consistent with the mission and purpose of the College District and the benefit of the leave to the College District:

Both pieces of my purpose fit into COM's mission of student success.

Knowledge gained about new digital technologies will directly impact what I am able to teach my students. It is important for them to have the most current knowledge available. This is especially important for my Digital Media class as computer based technology evolves so quickly.

Making my own work is also important to my teaching so that I can lead by example. The visual arts faculty prides itself on being a group of working artists. By making my own work and participating in exhibitions, I gain contacts that can be useful for students. It also gives them a picture about what an art making practice can look like.

Assurance:

I intend to return to the College District following the completion of the development leave to serve for a period equal to the amount of time I receive for development leave, if approved. I

understand that, if I do not return, I shall repay the College District for any benefits paid to or on my behalf during the leave period.

Maintaining quality of instruction:

We have received applications from candidates qualified to teach the classes I teach.

Other employment:

For the past 18 years, I have taught workshops for the Houston Center for Photography. I usually do one or two per semester, averaging about one hour per week. Topics include camera basics, Adobe Lightroom and portfolio building. Teaching these workshops is beneficial to my teaching at COM because I can try out different approaches to these topics. Also HCP students have a variety of cameras that I can get my hands on and test out. It's helpful in advising students at COM when they ask me about purchasing one for themselves. I do get paid for these and I would like to continue to teach them during leave. Be assured, it would not get in the way of my PD plans.

Addendum:

For the last 18 years, I have been teaching workshops for the Houston Center for Photography. I usually do one or two per semester. I do get paid for these so I wanted to be sure it would be ok if I do it during leave. It would not get in the way of my PD plans and is beneficial to my teaching at COM because students there always have a variety of cameras so I get to play with them. It's helpful in advising students at COM when they ask me about purchasing one for themselves.

Note: For additional provisions addressing the Family and Medical Leave Act (FMLA), see DECA(LEGAL).

Leave Administration

The College President or designee shall develop administrative regulations associated with employee leaves and absences and ensure the procedures are used to implement the provisions of this policy.

Definitions

The term “immediate family” is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee’s household at the time of illness or death.

For purposes of the FMLA, the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Fiscal Year

“Fiscal year” is defined as September 1 through August 31.

Family Emergency

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of earning, use, or recording of leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

Academic Year

An “academic year” for purposes of earning, use, or recording of leave shall mean the term of an employee’s annual employment as set by the College District for the employee’s usual assignment, whether full-time or part-time.

Catastrophic Illness or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the Col-

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

lege District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

Availability

The College District shall make state personal leave for the current year available for use at the beginning of the academic year. Sick leave shall be made available as earned.

Earning Leave

An employee shall not earn any form of paid leave when the employee is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.

Deductions

Leave Without Pay

The College District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.

Leave Proration

*Employed for
Less Than Full
Year*

If an employee separates from employment with the College District before the employee's last scheduled workday, or begins employment after the first scheduled workday, paid leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last scheduled workday of the academic year, the employee's final paycheck shall be reduced for paid leave the employee used, but had not earned, as of the date of separation.

*Employed for Full
Year*

If an employee uses more paid leave than he or she earned and remains employed with the College District through his or her last scheduled workday, the College District shall deduct the cost of the excess leave hours from the employee's pay in accordance with administrative regulations.

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than three consecutive workdays because of personal illness or illness in the immediate family;
2. The College District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or College President; or
3. The employee requests FMLA leave for the employee's serious health condition; for a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

Sick Leave

Each full-time employee shall earn paid sick leave in accordance with administrative regulations and based on the date of hire. In general, the following shall apply:

- Employees in positions normally requiring nine months of service shall earn 72 hours per academic year.
- Employees in positions normally requiring ten and one-half months of service shall earn 84 hours per academic year.
- Employees in positions normally requiring 12 months of service shall earn 96 hours per academic year.

Sick leave shall accumulate to a maximum of 960 hours.

Sick leave shall only be used after any applicable compensatory time has been exhausted for the following:

1. Illness of the employee.
2. Illness of a member of the employee's immediate family.
3. Family emergency.
4. Birth or placement of a child when taken within the first year after the child's birth, adoption, or foster placement.
5. Contribution to the sick leave bank.

Sick Leave Bank

The College District shall establish a sick leave bank that employees may join through contribution of local leave.

Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee or a member of the employee's immediate family experiences a catastrophic illness or injury and the employee has exhausted all paid leave and any applicable compensatory time.

The College President or designee shall develop regulations for the operation of the sick leave bank that address the following:

1. Membership in the sick leave bank, including the number of days an employee must donate to become a member;
2. Procedures to request leave from the sick leave bank;
3. The maximum number of days per academic year a member employee may receive from the sick leave bank;

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

4. The committee or administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the sick leave bank.

Appeal

An employee may appeal a decision regarding the sick leave bank in accordance with DGBA(LOCAL), beginning with the College President or appropriate administrator.

Mental Health Leave for Peace Officers

A College District peace officer who experiences a traumatic event in the scope of employment shall be granted a maximum of five days of mental health leave per traumatic event. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The College President shall develop regulations regarding mental health leave that address the following:

1. Circumstances or reasons under which a peace officer may use mental health leave;
2. Procedures for requesting mental health leave and maintaining the anonymity of the requester;
3. The administrator authorized to approve requests for mental health leave; and
4. Other procedures deemed necessary for administering this provision.

Quarantine Leave for Peace Officers and Emergency Medical Technicians

A College District peace officer or an emergency medical technician on staff shall be granted quarantine leave when ordered by the local health authority or the person's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The College President shall develop regulations regarding quarantine leave that address the following:

1. Continuation of all employment benefits and compensation for the duration of the leave;
2. Reimbursement for reasonable costs related to the quarantine; and
3. Other procedures deemed necessary for administering this provision.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Family and Medical Leave	FMLA leave shall run concurrently with applicable paid leave or compensatory time, as applicable.
Twelve-Month Period	For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured forward from the date an individual employee's first FMLA leave begins.
Combined Leave for Spouses	When both spouses are employed by the College District, the College District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The College District shall limit military caregiver leave to a combined total of 26 weeks.
Intermittent or Reduced Schedule Leave	The College District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.
Certification of Leave	When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.
Fitness-for-Duty Certification	In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.
Personal Leave	Each full-time employee shall earn 24 hours of paid leave per fiscal year to conduct personal business in accordance with administrative regulations. Personal leave shall be noncumulative.
Request for Personal Leave	The employee shall submit a written request for use of personal leave to the employee's immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the effect of the employee's absence on the educational program or College District operations. Earned compensatory time shall be used before any available personal leave.
Vacation	Each full-time employee in a position normally requiring 12 months of service and employed after June 30, 2012, shall earn vacation leave at the rate of eight hours per calendar month. After completing seven years of continuous service with the College District, each eligible employee shall earn vacation leave at the rate of ten hours per calendar month.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Each employee hired on or before June 30, 2012, shall continue to earn vacation leave in accordance with the following:

1. Each full-time employee in a position normally requiring 12 months of service shall accumulate vacation leave at the rate of one and two-thirds day (13.3 hours) per calendar month of service, which shall equal 20 working days of vacation leave per year.
2. Each other benefits-eligible employee who is not employed on a full-time basis shall earn vacation leave on a prorated basis.

Earned, unused vacation leave may be rolled over from one fiscal year to the next up to a maximum of 240 accrued hours at the end of any fiscal year. All accrued vacation leave over 240 hours shall be forfeited if not used by the end of the fiscal year unless an employee is prevented from taking vacation leave for the convenience of the College District. Exceptions to the forfeiture of vacation leave shall only be granted by the College President upon recommendation by the appropriate vice president. The maximum payout for accrued vacation leave shall be limited to 240 hours. An employee terminated for cause shall not be eligible to receive a payout for accrued vacation leave.

Request for
Vacation Leave

An employee shall submit a written request for use of vacation leave to the employee's immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny vacation leave, the supervisor or designee shall consider the effect of the employee's absence on the educational program or College District operations.

The College District shall not approve vacation for more leave hours than have been accumulated. Any unapproved use of vacation leave or use beyond accumulated and available paid vacation leave shall result in deductions from the employee's pay.

Earned compensatory time shall be used before any available vacation leave.

Development Leave

A faculty member [see definition at DEC(LEGAL) Development Leaves of Absence] may be granted faculty development leave for study, research, writing, field observations, or other suitable purpose.

Eligibility

To qualify for development leave, a faculty member must serve at least three consecutive academic years performing full-time academic duty as an instructor or as an assistant, associate, or full professor, or an equivalent rank. The work need not include teaching.

Alternatively, the faculty member may qualify for development leave as an administrator if the faculty member has had significant administrative duties relating to the operation of the College District for more than four years.

Application

To be granted development leave for the subsequent academic year, a faculty member must apply to the College President by March 1 on a signed and dated form created by the administration. The application shall contain:

1. The requested effective date and duration of leave.
2. A description of the specific purpose for which the leave is requested.
3. An explanation as to how the leave is consistent with the mission and purpose of the College District and the benefit of the leave to the College District.
4. An assurance that the faculty member intends to return to the College District following the completion of the development leave to serve for a period equal to the amount of time the faculty member received for development leave, if approved, and that, if the faculty member does not return, the employee shall repay the College District for any benefits paid to or on behalf of the employee during the leave period.
5. Any other information deemed appropriate by the College President.

Approval Procedure

A development leave committee shall be elected annually from the general faculty membership on a date determined by the College President to be no later than the application deadline. The committee shall be composed of ten members and shall elect a chair during the first meeting. The chair shall be responsible for scheduling and presiding over each meeting of the committee.

After reviewing the applications for development leave, the committee chair shall forward the committee's recommendation to the College President. After review of the committee's recommendation, the College President shall make a recommendation as to which applications should be granted for consideration at a Board meeting to occur before the end of the spring semester. No more than six percent of the College District's faculty members may be on development leave at any one time.

The College President shall inform the applicants of the final determination by the Board.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Duration and Compensation	Development leave shall be for one academic year at one-half of the faculty member's regular salary or for one-half academic year at full regular salary.
<i>Exception</i>	If the faculty member qualifies for development leave as an administrator, the Board may grant development leave at the faculty member's full, regular salary for one year.
Outside Employment	A faculty member granted development leave is prohibited from accepting employment with another employer without permission of the Board.
Return to Work	The faculty member must agree to return to the College District following the conclusion of the development leave to serve for a period equal to the amount of time the faculty member received for development leave and if not, to repay the College District for any benefits paid to or on behalf of the faculty member during the leave period.
Report	Upon returning from development leave, the faculty member must report to the Board in writing regarding whether the purpose of the leave was fulfilled with a description regarding the manner in which it was fulfilled or if it was not fulfilled, the reasons why the leave was not fulfilled.

Bereavement Leave An employee shall be granted up to 24 hours of paid bereavement leave upon the death of a member of the employee's immediate family. The employee shall provide appropriate documentation. Bereavement leave shall be noncumulative.

Emergency Leave An employee shall be granted up to five days of paid emergency leave upon the occurrence of a disaster, as declared by a federal or state official or the College President as authorized by the Board, on the employee's primary residence in accordance with administrative regulations. Emergency leave shall be noncumulative.

Request for Emergency Leave The employee shall submit a written request for use of emergency leave to the employee's immediate supervisor or designee in accordance with administrative regulations.

Workers' Compensation **Note:** Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the College District's contribution to health insurance.

An absence due to a work-related injury or illness shall be designated as FMLA leave.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Paid Leave Offset The College District shall permit the option for paid leave offset in conjunction with workers' compensation income benefits. An eligible employee may elect in writing to use available partial-day increments of paid leave to make up the difference between the employee's income benefits and the pre-injury wage. The employee may choose to discontinue use of the available paid leave in partial-day increments at any time. [See CKE]

Court Appearances Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the College District and shall not be deducted from the employee's pay or leave balance.

Note: This policy addresses leaves in general. For provisions regarding the Family and Medical Leave Act (FMLA), including family and medical leave for an employee seeking leave because of a relative's military service, see DECA. For provisions addressing leave for an employee's military service, see DECB.

The governing board of each college or university supported in whole or in part by state funds shall issue regulations concerning the authorized and unauthorized absence from duty of faculty members, as defined by Education Code 51.101(3) [see Development Leaves of Absence, below], including teaching assistants and research assistants.

Each governing board shall file a copy of these regulations concerning employee absences with the Coordinating Board. Each governing board shall file any amendment to its regulations with the Coordinating Board not later than 30 days after the effective date of the amendment.

Education Code 51.108

Pregnancy

Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions, for all job-related purposes, shall be treated the same as disabilities caused or contributed to by other medical conditions, under any health or disability insurance or sick leave plan available in connection with employment. *29 C.F.R. 1604.10(b)*

**Religious
Observances**

An employer, including a college district, shall reasonably accommodate an employee's request to be absent from duty in order to participate in religious observances and practices, so long as it does not cause undue hardship on the conduct of the employer's business. An employer has met its obligation when it demonstrates that it has offered a reasonable accommodation to the employee. The employer need not further show that each of the employee's alternative accommodations would result in undue hardship. *42 U.S.C. 2000e(j), 2000e-2(a); 29 C.F.R. 1605.2; Ansonia Bd. of Educ. v. Philbrook, 479 U.S. 60 (1986)*

Religious Holy Days

An institution of higher education, including a college district, may not discriminate against or penalize in any way a faculty member who is absent from work for the observance of a religious holy day and gives proper notice of that absence if the customary and generally applicable educational practices of the institution permit general personal absence by faculty members. If personal absence is customarily penalized, the penalty for absence due to observance

of a religious holy day under this section shall be forfeiture of one day's pay equivalent for each day of absence.

"Proper notice" means that the faculty member shall provide a listing of religious holy days to be observed during the semester to the chairman of the department and shall provide notice of such days in advance to all students whose class would be canceled due to the faculty member's absence. This notice shall be in writing and shall be personally delivered to the chairman of the department, receipt therefore being acknowledged and dated by the chairman, or shall be sent by certified mail return receipt requested, addressed to the chairman.

A "religious holy day" shall be defined as a holy day observed by a religion whose places of worship are exempt from property taxation under Tax Code 11.20.

Education Code 51.925

Mental Health Leave

Each law enforcement agency shall develop and adopt a policy allowing the use of mental health leave by the peace officers employed by the agency who experience a traumatic event in the scope of that employment.

The mental health leave policy adopted under this section must:

1. Provide clear and objective guidelines establishing the circumstances under which a peace officer is granted mental health leave and may use mental health leave;
2. Entitle a peace officer to mental health leave without a deduction in salary or other compensation;
3. Enumerate the number of mental health leave days available to a peace officer; and
4. Detail the level of anonymity for a peace officer who takes mental health leave.

The mental health leave policy adopted under this section may provide a list of mental health services available to peace officers in the area of the law enforcement agency.

Gov't Code 614.015

**Paid Quarantine
Leave**

The governing body of a political subdivision, including a college district, shall develop and implement a paid quarantine leave policy for peace officers and emergency medical technicians who are employed by or appointed by the political subdivision and ordered to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.

A paid quarantine leave policy must:

1. Provide that a peace officer or emergency medical technician on paid quarantine leave receive:
 - a. All employment benefits and compensation, including leave accrual, pension benefits, and health benefit plan benefits for the duration of the leave; and
 - b. Reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation; and
2. Require that the leave be ordered by the person's supervisor or the political subdivision's health authority.

A political subdivision may not reduce a peace officer's or emergency medical technician's sick leave balance, vacation leave balance, holiday leave balance, or other paid leave balance in connection with paid quarantine leave taken in accordance with a policy adopted under this section.

Local Gov't Code 180.008

Leave to Care for Sick Foster Child

An employer, including a college district, commits an unlawful employment practice if the employer administers a leave policy under which an employee is entitled to personal leave to care for or otherwise assist the employee's sick child and the leave policy does not treat in the same manner as an employee's biological or adopted minor child any foster child of the employee who resides in the same household as the employee and is under the conservatorship of the Department of Family and Protective Services. *Labor Code 21.0595*

Compliance with a Subpoena

An employer, including a college district, may not discharge, discipline, or penalize in any manner an employee because the employee complies with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding. *Labor Code 52.051(a)*

Jury Duty

An employer, including a college district, may not discharge, threaten to discharge, intimidate, or coerce any permanent employee because the employee serves as a juror, or grand juror, or for the employee's attendance or scheduled attendance in connection with the service, in any court in the United States. *Civil Practice & Remedies Code 122.001(a)*

Attendance at Truancy Hearing

An employer, including a college district, may not terminate the employment of a permanent employee because the employee is required under Family Code 65.062(b) to attend a hearing. Notwithstanding any other law, an employee whose employment is

terminated in violation of this section is entitled to return to the same employment that the employee held when notified of the hearing if the employee, as soon as practical after the hearing, gives the employer actual notice that the employee intends to return. *Family Code 65.063(a)–(b)*

Development Leaves of Absence

For the purposes of this policy on development leaves, “faculty member” shall mean a person who is employed by an institution of higher education, including a college district, on a full-time basis as a member of the faculty or staff and whose duties include teaching, research, administration, including professional librarians, or the performance of professional services. However, the term does not include a person employed in a position that is in the institution’s classified personnel system or a person employed in a similar type of position if the institution does not have a classified personnel system. *Education Code 51.101*

Granting Leaves of Absence

On the application of a faculty member, the governing board of an institution of higher education may grant a faculty development leave of absence for study, research, writing, field observations, or other suitable purpose, if:

1. The faculty member is eligible by reason of service.
2. The purpose for which a faculty development leave is sought is one for which a faculty development leave may be granted.
3. Granting the leave will not place on faculty development leave a greater number of faculty members than that authorized.

The governing board by regulation shall establish a procedure whereby the applications for faculty development leaves of absence are received by a committee elected by the general faculty for evaluation and whereby the faculty committee shall then make recommendations to the chief executive officer of the institution of higher education, who shall then make recommendations to the governing board as to which applications should be granted.

Education Code 51.103

Service Required

A faculty member shall be eligible to be considered for a faculty development leave when the individual has served as a member of the faculty in the same institution of higher education for at least two consecutive academic years. This service may be as an instructor or as an assistant, associate, or full professor, or an equivalent rank, and must be full-time academic duty but need not include teaching. *Education Code 51.104*

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LEGAL)

Duration and
Compensation
Additional
Employment

The governing board may grant to a faculty member development leave either for one academic year at one-half of the faculty member's regular salary or for one-half academic year at full regular salary. Payment of salary to the faculty member on a development leave may be made from the funds appropriated by the legislature specifically for that purpose or from such other funds as might be available to the institution.

A faculty member on a development leave may accept a grant for study, research, or travel from any institution of higher education or from a charitable, religious, or educational corporation or foundation, from any business enterprise, or from any federal, state, or local governmental agency. An accounting of all grants shall be made to the governing board of the institution by the faculty member.

A faculty member on development leave may not accept employment from any other person, corporation, or government, unless the governing board determines that the employment would be in the public interest to do so and expressly approves the employment.

Education Code 51.105

Number on Leave
at One Time

No more than six percent of the faculty members of any institution of higher education may be on faculty development leave at any one time.

A faculty member on faculty development leave shall continue to be a member of the Teacher Retirement System of Texas or of the Optional Retirement Program, or of both, just as any other faculty member on full-time duty.

The institution of higher education shall cause to be deducted from the compensation paid to a member of the faculty on faculty development leave the deposit and membership dues required to be paid by him to the Teacher Retirement System of Texas or to the Optional Retirement Program, or both, the contribution for Old Age and Survivors Insurance, and any other amounts required or authorized to be deducted from the compensation paid any faculty member. [See CDDA]

A member of the faculty on faculty development leave is a faculty member for purposes of participating in the programs and of receiving the benefits made available by or through the institution of higher education or the state to faculty members.

Education Code 51.106–107

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LEGAL)

Administrator
Development Leave

An employment contract entered into by the governing board of an institution of higher education with an administrator that is to be paid in whole or in part from appropriated funds may not allow for development leave that is inconsistent with Education Code 51.105.

An institution of higher education must require an administrator who receives development leave to:

1. Return to work at the institution for an amount of time equal to the amount of time the administrator received for development leave; or
2. Repay the institution for all the costs of the development leave, including the amount of the administrator's salary, if any, paid during the leave.

Notwithstanding Education Code 51.948(b)(3), the governing board of an institution may grant development leave at the faculty member's full, regular salary for one year to a faculty member who has held an administrative position at the institution for more than four years.

"Administrator" means a person who has significant administrative duties relating to the operation of the institution, including the operation of a department, college, program, or other subdivision of the institution.

"Contract" includes a letter of agreement or letter of understanding.

Education Code 51.948(a)–(b), (d), (f)–(g)

Absence Control

Uniform enforcement of a reasonable absence-control rule is not retaliatory discharge. For example, an employer that terminates an employee for violating a reasonable absence-control provision cannot be liable for retaliatory discharge as long as the rule is uniformly enforced. Continental Coffee Products Co. v. Cazarez, 937 S.W.2d 444 (Tex. 1996) (workers' compensation discrimination case); Texas Division-Tranter, Inc. v. Carrozza, 876 S.W.2d 312 (Tex. 1994) (workers' compensation discrimination case); Swearingen v. Owens-Corning Fiberglas Corp., 968 F.2d 559 (5th Cir. 1992) (workers' compensation discrimination case); Howell v. Standard Motor Prods., Inc., No. 4:99-CV-987-E, 2001 WL 912387, (N.D. Tex. Aug. 10, 2001) (Family and Medical Leave Act case); Specialty Retailers v. DeMoranville, 933 S.W.2d 490 (Tex. 1996) (age discrimination case); Gonzalez v. El Paso Natural Gas Co., EP-81-CA-323, 1986 WL 4796, No. (W.D. Texas Mar. 5, 1986) (sex discrimination case)

[Some employees may have protected status even after the expiration of all other leave. See CKE and DAA]



MINUTE ORDER

To: Board of Trustees

From: Dr. Warren Nichols, President

Date: June 26, 2023

Subject: Recommendation – Approval of 2023-2024 Professional Re-Appointment List

Presented for recommended approval to the Board of Trustees on June 26, 2023 and forwarded for recommended approval to the Board of Trustees on the same date.

MINUTE ORDER

Motion to be acted upon: “I move the Board of Trustees approve the 2023-2024 Professional Re-Appointment List.”

PURPOSE

The purpose of the motion is to renew the listed professional employee contracts for the 2023-2024 academic year.

BACKGROUND

The College President has the sole authority to make recommendations to the Board regarding the selection of contractual professional personnel. The Board retains final authority for employment of contractual personnel.

IMPLICATIONS

Financial: None

Strategic Goal #5: College of the Mainland will provide services/processes that enhance the integrity/safety/quality of the institution and that enhance the quality of the faculty and staff.

Human Resources: Re-Appointment of Approved 2023-2024 Professional Employees.

ATTACHMENT

2023-2024 Professional Re-Appointment Lists



MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: June 26, 2023
Subject: Recommendation – Approval of 2023-2024 Faculty Re-Appointment List

Presented for recommended approval to the Board of Trustees on June 26, 2023 and forwarded for recommended approval to the Board of Trustees on the same date.

MINUTE ORDER

Motion to be acted upon: “I move the Board of Trustees approve the 2023-2024 Faculty Re-Appointment List.”

PURPOSE

The purpose of the motion is to renew the listed Faculty employee contracts for the 2023-2024 academic year.

BACKGROUND

The College President has the sole authority to make recommendations to the Board regarding the selection of contractual Faculty personnel. The Board retains final authority for employment of contractual personnel.

IMPLICATIONS

Financial: None

Strategic Goal #5: College of the Mainland will provide services/processes that enhance the integrity/safety/quality of the institution and that enhance the quality of the faculty and staff.

Human Resources: Re-Appointment of Approved 2023-2024 Faculty Employees.

ATTACHMENT

2023-2024 Faculty Re-Appointment Lists



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: June 26, 2023
Subject: Agenda Item for COM Board of Trustees

AGENDA ITEM DESCRIPTION:

Increase to Contract 21-16 Glycol Separation Unit

FUNDING SOURCE:

2018 Bond Funds

PURPOSE

Provide safety data necessary for vital operator training.

PROPOSED MOTION:

“I move the Board of Trustees increase Contract 21-16 to Austin Commercial for added scope by change order for an additional \$103,000.00 to be paid from 2018 Bond Funds.”

BACKGROUND:

On December 7, 2021, the Board of Trustees approved the recommendation to award Contract 21-16 for Design-Build services for the Glycol Separation Unit (GSU) project for a total not-to-exceed amount of \$2,288,537.00 including pre-construction and general condition fees. The new unit was installed with built-in programming of safety features and protocols that do not align with the full set of data to train operators in the identification of safety and intervention processes. Therefore, additional instrumentation and calibration is necessary to bring the course to the full scale of system point/data monitoring to enable appropriate delivery of safety data to operator dashboards. Therefore, it is recommended to increase the contract value by an additional \$103,000.00 for the added scope of equipment and services needed to meet this requirement. This addition changes the contract not-to-exceed amount from \$2,288,537.00 to \$2,391,537.00.

Attachments:

Austin Commercial Change Order Proposal



Contingency Approval

COM - GLYCOL SEPARATION UNIT
1200 N Amburn Rd
Texas City, TX 77591

Project # 2126
Jobsite Phone #
Jobsite Fax #

CHANGE ITEM #	CONT0000006	DATE ISSUED:
Description :	GSU - Additional Services & Salv Equipment Calibration	
To :	COLLEGE OF THE MAINLAND 1200 N. AMBURN RD. TEXAS CITY, TX 77591	
Contact :	Clenn Burton	

SCOPE:

We herewith respectfully submit our proposal with related documentation for the following:

Qualifications:

1. If the contract value is increased to make these changes, fee, bonds, and insurances will have to be increased to match those percentages outlined in the prime agreement. **INCLUDED**
2. All work for this scope has been priced for normal working hours. Any overtime, or after hours work, would be additional. Any work around the PTEC schedule would be additional.
3. Repair/replacement to the malfunctioning salvaged/refurbished vacuum pump has not been included within this proposal. It is assumed that COM will be handling this scope at a later date.
4. Proposal includes coordination of O'Day, by Brandt/Magnum, for programming of additional transmitters.
5. Proposal includes a final training once additional scope items have been procured, installed and functionally tested.
6. Extended General Conditions requested within this proposal are for Magnum, Brandt and Austin Commercial. All communications regarding this project should be coordinated through Austin Commercial Superintendent Willie Barringer.
7. Additional field supervision is included within the requested additional general conditions. Monthly reports, schedule updates and other miscellaneous items have not been included in this change proposal's extended general conditions. No other supervision is being provided for extended work.
8. Change proposal includes costs associated with repair, calibration and rental equipment to remediate malfunctioning salvaged instrumentation, as the assumption in the GMP was that this was not in the scope of the design build contractor.
9. Schedule fragnet for additional GSU services has been included within this proposal. The dates reflected on the fragnet assume that approval is granted by COM no later than Friday (6/2/2023). Owner agrees that procurement disruptions are considered force majeure.
10. Contractor's Contingency has not been applied to offset any costs associated with this proposal.
11. Owner agrees that the new final completion date will be August 11th, 2023.

COST:

Vendor / Phase Description	Description	Amount
FIELD ADMINISTRATION	ACLP SUPERVISION	\$ 10,655.00
BUILDERS RISK	1. BUILDERS RISK	\$ 96.00
FEE	4. FEE	\$ 4,896.00
GENERAL LIABILITY	2. GENERAL LIABILITY	\$ 883.00
THE BRANDT COMPANIES, LLC	GSU - Additional Services & Salv Equipment Calibration (BRANDT/MAGNUM)	\$ 73,206.00
MEASUREMENT & CONTROL INSTRUMENTATION LABOR	INSTRUMENT TECH & EQUIP	\$ 12,117.00
PAYMENT & PERFORMANCE BOND	3. PAYMENT & PERFORMANCE BOND	\$ 960.00
Total:		\$ 102,813.00

SUBMITTED BY:

Austin Commercial, LP - Brooks Thompson

Signature

Date:



5/25/2023

Austin Commercial
3535 Travis St Suite 300
Dallas, TX 75204

**Subj: College of the Mainland GSU
Additional Scope Requests 04.25.23
22-P0008-013
22-00913**

Dear Brooks:

The Brandt Companies, LLC has reviewed the above referenced revision and has found changes to our scope. We are pleased to provide a revised price to you in the add amount of **\$70,292** for the changes.

A) Clarifications:

- 1 Pricing is firm for 14 calendar days from the date of this letter
- 2 This proposed pricing is not valid if work required is covered up by other trades prior to approval
- 3 Any work not specifically mentioned above has not been included, whether shown or not
- 4 Brandt reserves the right to price any additional work not described above at a later time
- 5 Brandt assumes all work will be performed during normal working hours
- 6 **Lead time for material is currently 8 weeks to ship**
- 7 **If Brandt must work around class schedules, the price will increase**

B) Scope: See attached

C) We acknowledge receipt of:

- 1 N/A

We recognize this revision is not issued to proceed, but price only. We will proceed with receipt of your written approval by change order.

Respectfully,

Eric Ferrell
Project Manager
Attachments

Austin	Dallas	Fort Worth	Houston	San Antonio	Waco
TACLA30430C	TACLA19981C	TACLA00060298C	TACLA15221C	TACLA18441C	TACLA26979C
TECL20109	TECL20109	TECL20109	TECL20109	TECL20109	TECL20109
M41312	M40211	M40211	M40211	M41312	M40211

Regulated by The Texas Department of Licensing & Regulation, PO Box 12157, Austin, TX 78711, 1-800-803-9202

5/25/2023
 College of the Mainland GSU
 Additional Scope Requests 04.25.23
 22-P0008-013
 22-00913

B) Scope inclusions:

- 1 Add temperature and pressure transmitter to the boiler and FDW tank to provide graphic readings in the PLC
 - a Install (Qty 1) boiler pressure transducer on boiler operator Christmas Tree with coil syphon and needle valve
 - b Install (Qty 1) FDW pressure transducer in new reference line installed on tank
 - c Install (Qty 1) boiler temperature transducer in existing LWCO cleanout on bottom of boiler
- 2 Install (Qty 1) CT/Transmitter on the chiller lines to transmit amperage to PLC
- 3 Install (Qty 1) CT/Transmitter on the vacuum pump to transmit amperage to PLC
- 4 Install (Qty 1) sample port

Description	Qty	Unit	Unit Cost	Extended Cost
Piping Labor	80	Hr	\$58	\$4,640
Electrical Labor	96	Hr	\$51	\$4,896
Boiler Devices	1		\$10,165	\$10,165
Chiller Devices	1		\$3,701	\$3,701
Piping Material	1		\$958	\$958
Electrical Material	1		\$2,091	\$2,091
Tools/Cons./Rental	1		\$2,050	\$2,050
Brandt Cx	16	Hr	\$85	\$1,360
Project Manager	8	Hr	\$90	\$720
Engineering	184	Hr	\$168.59	\$31,021
Install Coordination	40	Hr		
Commissioning	24	Hr		
Operating Prodecures	40	Hr		
Operational Test	24	Hr		
Training and Prep	24	Hr		
PLC Wiring	8	Hr		
O'Day Coordination	16	Hr		
Close Outs	8	Hr		
Insulation	2	Day	\$1,150	\$2,300
			Subtotal	\$63,902
			10% OH+P	\$6,390
			TOTAL	\$70,292

Includes extended GCs for Brandt



2032 SOUTH BATTLEGROUND ROAD
LAPORTE, TX 77571

713.464.9055 TEL
713.464.1960 FAX

QUOTATION

ERIC FERRELL
BRANDT CO.
ERIC.FERRELL@BRANDT.US
346-287-2773

Quote Date: 05/18/2023
Quote Number: 23-05894.1
Ref: OUR EQUIPMENT QUOTATION.

Thank you for your inquiry. We are pleased to quote as follows:

Item	Quantity	Description	Unit Price	Extended Price
1	LOT	<p>ABB GAUGE PRESSURE TRANSDUCER ***BOILER PRESSURE INDICATION***</p> <p>MODEL: 266HSH SPANNED 11.6 TO 1,160 PSI DIAPHRAGM 316L SS FILL FLUID SILICONE OIL PROCESS CONNECTION ½" NPT HOUSING ALUMINUM ALLOY OUTPUT 4 – 20 mA LCD USER INTERFACE SCREEN WITH TOUCHPAD BUTTONS</p> <p>½" NPT SS COIL SYPHON – LOOSE ½" FNPT x FNPT SS NEEDLE VALVE – LOOSE</p>	\$3,799.68	\$3,799.68
2	LOT	<p>ABB DIFFERENTIAL PRESSURE TRANSDUCER ***BOILER FEED TANK LEVEL INDICATION***</p> <p>MODEL: 266DSH SPANNED 1.6 TO 160 IN W.C. DIAPHRAGM 316L SS FILL FLUID SILICONE OIL PROCESS CONNECTIONS ¼" NPT HOUSING ALUMINUM ALLOY OUTPUT 4 – 20 mA LCD USER INTERFACE SCREEN WITH TOUCHPAD BUTTONS</p> <p>PIPE/WALL MOUNTING BRACKET – LOOSE</p>	\$4,146.86	\$4,146.86

3	1	<p align="center">ABB TEMPERATURE TRANSMITTER ***BOILER TEMPERATURE INDICATION***</p> <p>MODEL: TTH300 + RTD & THERMOWELL SPANNED -58F TO 482F PROCESS CONNECTIONS 3/4" NPT 10.5" INSERTION LENGTH 316SS THERMOWELL HOUSING ALUMINUM ALLOY OUTPUT 4 – 20 mA LCD USER INTERFACE SCREEN WITH TOUCHPAD BUTTONS</p>	\$2,218.57	\$2,218.57
4	1	<p align="center">ABB TEMPERATURE TRANSMITTER ***BOILER FEED TANK TEMPERATURE INDICATION***</p> <p>MODEL: TTH300 + RTD & THERMOWELL SPANNED -58F TO 482F PROCESS CONNECTIONS 3/4" NPT 4.5" INSERTION LENGTH 316SS THERMOWELL HOUSING ALUMINUM ALLOY OUTPUT 4 – 20 mA LCD USER INTERFACE SCREEN WITH TOUCHPAD BUTTONS</p>	\$2,357.86	\$2,357.86
→	→	FULL FREIGHT ALLOWED – GROUND MOTOR	←	←

Price is valid for quantities and line items quoted.
Delivery maybe subject to prior sale.

Delivery: **6 WORKING WEEKS TO SHIP ESTIMATED**
Freight: AS NOTED ABOVE
Validity: 30 Days
Terms: NET 30

Respectfully Submitted,

Aaron A. Biles
Commercial Sales
abiles@steamsolutions.com

cell 832.985.3216
office 713.464.9055
fax 713.464.1960

ADDITIONAL PROVISIONS AND CONDITIONS

1. As exclusive distributors for various equipment manufacturers, this Company is dependent upon representations and promises made by those manufacturers as to quality of material and delivery schedules. All promises by this Company as to date of shipment are in good faith and we will exercise every precaution in placing of orders and obligating the manufacturers to insure their carrying out their agreements. This Company shall not be responsible for any liability or consequential damage resulting from loss, damage or delays in transportation after shipment, nor for failure to supply any goods covered by this proposal or to deliver the same on time where prevented by strikes, fires or accidents, covered by this proposal or to deliver the same on time where prevented by strikes, fires or accidents, or by the demand exceeding available supply, or by any other cause beyond our reasonable control.
2. All prices quoted are firm through the validity date. After the validity date, prices will be those in effect at time of shipment. Prices are subject to quantity and line items quoted. Stenographic and clerical errors are subject to correction.
3. Unless otherwise specified, prices do not include sales, use, excise or similar taxes, therefore, in addition to the prices specified herein, the amount of any present or future applicable tax shall be paid by the Purchaser or in lieu thereof, Purchaser shall provide this Company with tax exemption certificate acceptable to the taxing authority.
4. All equipment covered by this proposal is of the manufacturer's standard design, but subject to minor modifications at the time of manufacture to meet the latest practice and most efficient operation.
5. All prices are F.O.B. shipping point, except where it is specifically stated that they are freight allowed. When freight is allowed, prices are F.O.B. point of shipment with freight prepaid or allowed to nearest freight station in the United States. The point of origin of shipment, method of transportation and routing of shipments are at the option of this Company. At Purchaser's request, shipment may be made by Air, Railroad Express, or truck, in lieu of rail freight. In such cases, any additional expense incurred will be paid by the Purchaser. Delivery is subject to prior sale.
6. Unless otherwise specified, all prices include manufacturer's standard crating, or packing, for rail or commercial truck shipment only.
7. It is agreed between the parties hereto that the merchandise ordered is to be paid for within 30 days from the date of invoice; and that payment made after said 30-day period shall be subject to a service charge of 1% per month until the entire balance shall have been paid.
8. The title and right of possession to equipment and all material furnished by this company is to remain in this Company until the full purchase price thereof shall have been paid by the Purchaser in cash. 9. Orders are subject to cancellation by the Purchaser only upon agreement of the manufacturer and this Company in writing and upon payment of any reasonable cancellation charge which may be made by the manufacturer as a result of costs and expenses theretofore incurred.
9. In the event it becomes necessary to enforce collection of this contract, there will be added to any sum past due, attorney fees of 30%. The terms are 30 days net, commencing from date of invoice, and thereafter shall bear 10% per annum interest.
10. Any and all clerical and or typographical errors are hereby excluded from the responsibility of the company and do not constitute an obligation on the company's part.

WARRANTY

All equipment offered herein is warranted by the manufacturer against defects in material and workmanship under normal use and service for a period of not more than one year after date of shipment of the product. This company shall have the option of requiring the return of the defective material (transportation prepaid) to establish claim. This Company shall in no event be held liable for damages or claims caused by defective materials; shall not be liable for any consequential damages resulting from any failure of the equipment, and no claims for labor expenses required for repair or replacement of the defective articles or caused by them will be allowed.



ELLIOTT ELECTRIC SUPPLY

P.O. Box 206524, Dallas, TX 75320-6524
www.ElliottElectric.com

Quote #108-93467

7929 N SAM HOUSTON PKWY W
HOUSTON, TX 77064
713-462-9901

Customer Account: (0942406)
BRANDT - HOUSTON
8848 N SAM HOUSTON PKWY W
HOUSTON, TX 77064

Ship To Information:
BRANDT - HOUSTON
8848 N SAM HOUSTON PWY WEST
HOUSTON, TX 77064

Customer Phone: 832-714-3200

Customer Job/PO: EATON DEVICE

• ATTENTION: Do Not Deliver From This Document!

Salesman: Gutierrez, Alexander

Invoice Date: 5/10/2023

Date and Time Printed: 5/18/2023 8:03:52 AM

Origin Store: Houston RDC (49)

Item Number	Quote Quantity	Catalog Number	Vendor Code	Description	Price	Unit Code	Extended Price
1	1	EAC1420SP	CHC	EAC1420SP	\$ 275.00	E	\$ 275.00
2	1	EAC1420SC	CHC	CURRENT SENSOR, FIXED CORE, 4-20MA, 10A-20A-50A, LOOP	\$ 225.00	E	\$ 225.00
3	1	EAC2420SP	CHC	EAC2420SP	\$ 275.00	E	\$ 275.00
4	1	EAC2420SC	CHC	EAC2420SC	\$ 225.00	E	\$ 225.00
5	1000	BEL9316	OMN	16/1P SHLD 300V PLTC	\$ 2,700.99	M	\$ 2,700.99
Total:							\$ 3,700.99



5/18/2023

Austin Commercial
3535 Travis St Suite 300
Dallas, TX 75204

Subj: College of the Mainland GSU
Standby Time 05.10.23 and 05.17.23
22-P0008-012
22-00913

Dear Brooks:

The Brandt Companies, LLC has reviewed the above referenced revision and has found changes to our scope. We are pleased to provide a revised price to you in the add amount of **\$2,914** for the changes.

A) Clarifications:

- 1 Pricing is firm for 14 calendar days from the date of this letter
- 2 This proposed pricing is not valid if work required is covered up by other trades prior to approval
- 3 Any work not specifically mentioned above has not been included, whether shown or not
- 4 Brandt reserves the right to price any additional work not described above at a later time
- 5 Brandt assumes all work will be performed during normal working hours

B) Scope: See attached

C) We acknowledge receipt of:

- 1 N/A

We recognize this revision is not issued to proceed, but price only. We will proceed with receipt of your written approval by change order.

Respectfully,

Eric Ferrell
Project Manager
Attachments

Austin	Dallas	Fort Worth	Houston	San Antonio	Waco
TACLA30430C	TACLA19981C	TACLA00060298C	TACLA15221C	TACLA18441C	TACLA26979C
TECL20109	TECL20109	TECL20109	TECL20109	TECL20109	TECL20109
M41312	M40211	M40211	M40211	M41312	M40211

Regulated by The Texas Department of Licensing & Regulation, PO Box 12157, Austin, TX 78711, 1-800-803-9202

5/18/2023
 College of the Mainland GSU
 Standby Time 05.10.23 and 05.17.23
 22-P0008-012
 22-00913

B) Scope inclusions:

- 1 Standby time for (Qty 1) Electrician and (Qty 1) Pipefitter on 05.10.23
- 2 Standby time for (Qty 1) Electrician and (Qty 1) Pipefitter on 05.17.23

Description	Qty	Unit	Unit Cost	Extended Cost
Piping Labor ST	14	Hr	\$71.85	\$1,006
Electrical Labor ST	16	Hr	\$65.01	\$1,040
Piping Labor OT	3	Hr	\$96.28	\$289
Electrical Labor OT	3	Hr	\$87.64	\$263
Piping Material	1		\$51	\$51
			Subtotal	\$2,649
			10% OH+P	\$265
			TOTAL	\$2,914



DAILY LABOR AND MATERIAL
FOR
MISCELLANEOUS MECHANICAL WORK

DATE: 5/17/23

DLM No. 02

Name of Job: COM college
 Name of Customer: AUSTIN
 Job No.:
 Billing Address:
 Labor Cost Code:
 Material Cost Code:
 Customer P.O. Number:

BRANDT IS AUTHORIZED TO PERFORM: (DESCRIPTION OF WORK)

For Trash. DE-TERM control valve. Replaced gasket on control valve. Demo & De-Term instrument on column. Fixed termination on Vacuum Pump. Checked & Removed control valve

I AM AUTHORIZED TO SIGN THIS ORDER
 AUTHORIZED FOR CUSTOMER BY:
 TITLE: SUPER

[Signature]

QUANTITY MATERIAL & EQUIPMENT RENTAL
 2 gaskets.

2 hours removed on proposal for work done on control valve

SUMMARY OF LABOR				
DATE	EMPLOYEE NAME	CLASS	S.T. HRS.	O.T. HRS.
5/17	David Carriker		8	1
5/17	Juan Saldaña		8	1

Note: Is this job completed? Yes No
 If not, % complete.
 Foreman: David Carriker
 Date: 5/17/23



Swagelok Southeast Texas

Houston
10110 Fairbanks N Houston Rd
Houston, TX 77064
Ph: 713.527.0233

La Porte
10811 W Fairmont Pkwy
La Porte, TX 77571
Ph: 281.422.3533

Nederland
3231 Hwy 69 North
Nederland, TX 77627
Ph: 409.722.5310

DBAs: Houston Center Valve & Fitting, North Houston Valve & Fitting, Baytown Valve & Fitting, Beaumont Fluid System Technologies

ORDER CONFIRMATION

Order Number: 1082320

Page 1 of 2

Bill To THE BRANDT COMPANIES
ACCOUNTS PAYABLE
P O BOX 29559
DALLAS TX 75229-0559

Ship To THE BRANDT COMPANIES
8848 NORTH SAM HOUSTON PARKWAY,
SUITE 410
HOUSTON TX 77064

Purchase Order # 21-00913-0115
Payment Terms 08-2% 15, NET 30
Shipment Method WK-WALK-IN

Customer Acct # C110907
Order Date 05/10/2023

Line #	Part No. & Description	Website Link	Target Date	Qty	UoM	Unit Price	Line Total
1.00	SS-810-NFSET 316 SS NUT AND FERRULE SET FOR 1/2" SWAGelok TUBE FITTING	Part Details	05/10/23	5	EA	10.2500	51.25

Subtotal	51.25
Shipping	
Tax	
Total	51.25

Customer Notes:

ORDER CONFIRMATION

Order Number: 1082320

Page 2 of 2

Customer Acct #	C110907
Order Date	05/10/2023
Shipment Method	WK-WALK-IN
Purchase Order #	21-00913-0115
Payment Terms	08-2% 15, NET 30

Line #	Part No. & Description	Website Link	Target Date	Qty	UoM	Unit Price	Line Total
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The Swagelok Limited Lifetime Warranty

Swagelok and its authorized sales and service centers hereby warrant to the purchaser of their Products that the non-electrical components shall be free from defects in Swagelok's material and workmanship for the life of the Products. All electrical components installed in or on the Product are warranted to be free from defects in material and workmanship for twelve months from the documented date of purchase.

The purchaser's remedies shall be limited to replacement and, in non-ground vehicle applications, installation of any parts that fail through a defect in Swagelok's material or workmanship. Liability for installation is limited to reasonable costs that have been approved in advance and in writing by Swagelok.

All customer-specified components carry the applicable manufacturer's warranty. The warranty for any firmware or software Products that contain programmable logic or a microprocessor is governed by a separate Swagelok Embedded System End User License Agreement, MS-13-330 accessible from the www.swagelok.com website.

Warranty coverage hereunder only applies to Products purchased directly from either Swagelok or its authorized sales and service centers and representatives. All other purchases are specifically excluded from any warranty coverage.

ALL OTHER EXPRESS AND IMPLIED REPRESENTATIONS AND WARRANTIES, AND ALL OTHER LIABILITIES, RELATING TO THE CONDITION OR USE OF THE PRODUCT ARE SPECIFICALLY DISAVOWED, AND IN NO EVENT SHALL SWAGELOK AND ITS AUTHORIZED SALES AND SERVICE CENTERS BE LIABLE TO PURCHASER, OR ANY THIRD PARTY, FOR ANY DIRECT OR INDIRECT CONSEQUENTIAL, LIQUIDATED OR INCIDENTAL DAMAGES.

Terms and Conditions

Prices are based on single shipment and valid for 30 days for the date of quote. Availability subject to prior sales. Deliveries quoted will take effect after acceptance of order (ARO).

Factory Specials are non-cancelable and non-returnable. Any payments made after applicable terms have expired and using a credit card will be assessed a 3% fee and billed separately.

Return Policy

Regional standard items may be approved for return if items are in the original unopened packaging at a 25% restocking charge. This return must be completed within 60 days.

Any return over 60 days is at the discretion of the Seller.

Safe Product Selection

When selecting a product, the total system design must be considered to ensure safe, trouble-free performance, function, material compatibility. Adequate ratings, proper installation, operation and maintenance and the responsibilities of the system designer and user.

Thank you for your business

Order Contact	DAVID CARRIKER
Email Order Contact	DAVID.CARRIKER@BRANDT.US
Phone Order Contact	281-906-4156

sales@sset.swagelok.com
www.sset.swagelok.com



Brooks Thompson

From: Eric Ferrell <Eric.Ferrell@brandt.us>
Sent: Friday, May 12, 2023 11:35 AM
To: Brooks Thompson; Beau Heide; Curtis Harbour; Dave Hartman
Cc: Willie Barringer; Charlie Newton; Mike Saulsbury; Jeff Horn
Subject: RE: [EXT] RE: COM - GSU - Brandt Onsite Tomorrow
Attachments: Re: [EXT] Fwd: COM - GSU - Instrument Tech

Per the attached, we need a pipefitter and electrician onsite on Wednesday 5/17/23, correct?

ERIC FERRELL | PROJECT MANAGER

THE BRANDT COMPANIES, LLC

D 832.714.3200 | M 346.287.2773

eric.ferrell@brandt.us | www.brandt.us



From: Brooks Thompson <BThompson@Austin-Ind.com>

Sent: Friday, May 12, 2023 8:52 AM

To: Eric Ferrell <Eric.Ferrell@brandt.us>; Beau Heide <Beau.Heide@brandt.us>; Curtis Harbour <Curtis.Harbour@brandt.us>; Dave Hartman <dhartman@magnumengineering.com>

Cc: Willie Barringer <wbarringer@austin-ind.com>; Charlie Newton <cnewton@Austin-Ind.com>; Mike Saulsbury <msaulsbury@Austin-Ind.com>; Jeff Horn <jhorn@Austin-Ind.com>

Subject: RE: [EXT] RE: COM - GSU - Brandt Onsite Tomorrow

Importance: High

Eric,

See attached correspondence. Please confirm you can have a pipefitter and electrician onsite on Tuesday (5/16) morning at 7 AM of next week. We need the pipe fitter to check for debris in lines to FV205 and re-assemble to system. The electrician will be on standby, as we have an instrument tech re-schedule for this day as well. Dave and ACLP will be onsite as well.

Also, see notes about insulating additional portion on the boiler and securing level 2 grating. These would be warranty items as all above ambient temperature parts of the system were supposed to be insulated, and the grating should be secured as to not create a tripping hazard.

Thanks,



Brooks Thompson | *Project Manager*

AUSTIN COMMERCIAL

4888 Loop Central, Loop Central One, Suite 310

Houston, TX 77081

281.404.0700 (O) | 214.287.4742 (M)

www.austin-ind.com

From: Brooks Thompson <>
Sent: Tuesday, May 9, 2023 2:21 PM
To: Eric Ferrell <Eric.Ferrell@brandt.us>; Beau Heide <Beau.Heide@brandt.us>; Curtis Harbour <Curtis.Harbour@brandt.us>; Dave Hartman <dhartman@magnumengineering.com>
Cc: Willie Barringer <wbarringer@austin-ind.com>; Charlie Newton <cnewton@Austin-Ind.com>; Mike Saulsbury <msaulsbury@Austin-Ind.com>
Subject: RE: [EXT] RE: COM - GSU - Brandt Onsite Tomorrow
Importance: High

Confirmed. This can be submitted within your proposal for additional services that you had previously committed to having to me by this Friday (5/12/2023). Please delineate this scope as, "Additional T&M Scope associated with Calibrating Salvaged Instrumentation & Programming."

Thanks,



Brooks Thompson | *Project Manager*

AUSTIN COMMERCIAL
4888 Loop Central, Loop Central One, Suite 310
Houston, TX 77081
281.404.0700 (O) | 214.287.4742 (M)
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From: Eric Ferrell <Eric.Ferrell@brandt.us>
Sent: Tuesday, May 9, 2023 2:19 PM
To: Brooks Thompson <BThompson@Austin-Ind.com>; Beau Heide <Beau.Heide@brandt.us>; Curtis Harbour <Curtis.Harbour@brandt.us>; Dave Hartman <dhartman@magnumengineering.com>
Cc: Willie Barringer <wbarringer@austin-ind.com>; Charlie Newton <cnewton@Austin-Ind.com>; Mike Saulsbury <msaulsbury@Austin-Ind.com>
Subject: [EXT] RE: COM - GSU - Brandt Onsite Tomorrow

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Brooks,

The pipefitter is confirmed for tomorrow as well.

ERIC FERRELL | PROJECT MANAGER
THE BRANDT COMPANIES, LLC
D 832.714.3200 | M 346.287.2773



From: Eric Ferrell

Sent: Tuesday, May 9, 2023 2:09 PM

To: Brooks Thompson <BThompson@Austin-Ind.com>; Beau Heide <Beau.Heide@brandt.us>; Curtis Harbour <Curtis.Harbour@brandt.us>; Dave Hartman <dhartman@magnumengineering.com>

Cc: Willie Barringer <wbarringer@austin-ind.com>; Charlie Newton <cnewton@Austin-Ind.com>; Mike Saulsbury <msaulsbury@Austin-Ind.com>

Subject: RE: COM - GSU - Brandt Onsite Tomorrow

Brooks,

I have an electrician confirmed for tomorrow. Still waiting for pipefitter availability. Can you confirm this standby time will be on T&M as per your text message from 5/2/23?

ERIC FERRELL | PROJECT MANAGER

THE BRANDT COMPANIES, LLC

D 832.714.3200 | M 346.287.2773

eric.ferrell@brandt.us | www.brandt.us



From: Brooks Thompson <BThompson@Austin-Ind.com>

Sent: Tuesday, May 9, 2023 10:57 AM

To: Eric Ferrell <Eric.Ferrell@brandt.us>; Beau Heide <Beau.Heide@brandt.us>; Curtis Harbour <Curtis.Harbour@brandt.us>; Dave Hartman <dhartman@magnumengineering.com>

Cc: Willie Barringer <wbarringer@austin-ind.com>; Charlie Newton <cnewton@Austin-Ind.com>; Mike Saulsbury <msaulsbury@Austin-Ind.com>

Subject: COM - GSU - Brandt Onsite Tomorrow

Importance: High

Eric,

Please have a pipe fitter and an electrician onsite tomorrow at 8AM to assist with whatever may come up with the instrument tech and ODAY programmer. Dave and Willie will be onsite as well.

Thanks,



Brooks Thompson | *Project Manager*

AUSTIN COMMERCIAL

4888 Loop Central, Loop Central One, Suite 310

Houston, TX 77081

281.404.0700 (O) | 214.287.4742 (M)

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STAFF

Position	EO	MONTH	May-23	Jun-23	Jul-23
			3	4	5
General Conditions		Salary			
1 Superintendent	Willie Barringer	\$11,667	\$5,833	\$2,917	\$5,833
			\$1,202	\$1,202	
			\$325	\$325	\$5,833
Reimbursable Burden		39%	\$127	\$127	\$2,276
Unreimbursable Burden		10%	\$32	\$32	\$584
PTO Burden		6%	\$115	\$30	\$543
QA/QC Labor		Hourly			
1 Instrument Tech		\$142	\$4,952	\$0	\$2,476
Total Monthly Projection			\$4,952	\$0	\$2,476
Reimbursable Burden		0%	\$0.00	\$0.00	\$0.00
Unreimbursable Burden		0%	\$0.00	\$0.00	\$0.00
PTO Burden		0%	\$0.00	\$0.00	\$0.00

TOTAL PROJECTIONS									
GC Labor Cost	GC Labor Burden	GC PTO Burden	QC Labor Cost	QC Labor Burden	QC PTO Burden	Field Eng. Labor Cost	Field Eng. Labor Burden	Field Eng. PTO Burden	Unriemb. Labor Burden
\$6,483	\$2,529	\$604	\$7,428	\$0	\$0	\$0	\$0	\$0	\$649
\$6,483	\$2,529								\$649
		\$604							
			\$7,428	\$0					\$0
									\$0

TOTAL LABOR = \$17,693.00

PC & SOFTWARE

Position	EO	May-23 4	Jun-23 5	Jul-23 6	TOTALS
General Conditions					
1 Superintendent	Willie Barringer	\$85	\$0	\$110	
HART COMMUNICATOR	3 MO				
PNEUMATIC HANDPUMP	3 MO	\$85	\$0	\$110	\$195
QA/QC Labor					
2 Instrument Tech		\$100	\$0	\$10	
	0	0			
Total Monthly Projection	Hourly	\$100	\$0	\$10	\$110
Field Engineering Labor (Salary)					
2 Field Engineer		\$0	\$0	\$0	
		\$0	\$0	\$0	
Total Monthly Projection		\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0

TOTAL PC SOFTWARE = \$305.00

TOTAL EQUIP/FUEL/MAINT = \$3,971.00

EQUIPMENT

Position	EO		May-23 2	Jun-23 3	Jul-23 4	TOTALS
General Conditions						
1 Superintendent	Willie Barringer		\$85	\$0	\$110	
2 HART COMMUNICATOR	3 MO		\$1,202	\$1,202	\$1,202	
3 PNEUMATIC HANDPUMP	3 MO		\$325	\$325	\$325	
Total Monthly Projection			\$115	\$1,527	\$1,637	\$3,278
QA/QC Labor						
		Hourly				
1 Instrument Tech	0	\$142	\$219	\$0	\$219	\$0
Total Monthly Projection			\$219	\$0	\$219	\$438
			\$0	\$0	\$0	\$0
Field Engineering Labor (Salary)						
1 Field Engineer	0	\$0	\$0	\$0	\$0	\$0
Total Monthly Projection			\$0	\$0	\$0	\$0

See attached backup for rental rates

EQUIPMENT FUEL & MAINT

Position	EO		May-23 2	Jun-23 3	Jul-23 4	0 TOTALS
General Conditions						
1 Superintendent	Willie Barringer		\$100	\$0	\$100	0
2						
Total Monthly Projection			\$100	\$0	\$100	\$200
QA/QC Labor						
1 Instrument Tech	0					
Total Monthly Projection			\$0	\$0	\$0	\$0
Field Engineering Labor (Salary)						
1						
Total Monthly Projection			\$0	\$0	\$0	\$0

EQUIPMENT Insurance

GENERAL CONDITIONS	VEHICLE COUNT	0	0	0	
		0	0	55	\$55
QA/QC	VEHICLE COUNT	0	0	0	
		0	0	0	\$0
FIELD ENGINEERING	VEHICLE COUNT	0	0	0	
		0	0	0	\$0



Test Equipment Made Easy
CALIBRATION-SALES-RENTAL-ELECTRICAL SAFETY

7323 Tom Dr Baton Rouge, LA 70806
Phone: 800-353-3411 Fax: 225-927-0036

<https://jmttest.com/test-equipment-rental/>

Baton Rouge, LA - Alexandria, LA - Clute, TX - Odessa, TX - Port Arthur, TX
Mattoon, IL - San Angelo, TX - Berthold, ND - Mount Braddock, PA

Rental Order #: **45764**

Date Ordered: **04/25/2023**

Customer Information

Ship to Address

Company Name: **Austin Maint & Const**
Account Number: **2670.00**
Contact Name: **Charlie Newton**
Phone Number: **(281)740-4945**
Email: **cnewton@Austin-Ind.com**

Austin Commercial
1200 N Amburn Road
Attn Willie Barringer
Texas City, TX 77591

Special Instructions:

Order Information

Quoted By: **Gordon Rogers** PO #: **51-2126**
Phone: **800-353-3411 Ext. 3081** Payment Terms:
Email: **rustyrogers@jmttest.com** Ship Via: **FedEx Priority Overnight Recipient (Collect)**
Need By: **04/26/2023** Freight Account: **4757-8698-0**
Rental Term: **Monthly** Ship Date: **04/25/2023**
Saturday Ship: **No**

#	Manufacturer	Model	Description	Qty	Price	Total
1	HART	TREX	COMMUNICATOR 4-20 MODULE	1	1,202.00	1,202.00
Total Qty 1					Discount:	
					Subtotal	1,202.00
					Total	1,202.00

All Terms and Conditions Apply.

Rental Terms

Monthly: Consists of a 28 day cycle.

Weekly: Consists of a 7 day cycle.

Daily: Billed upon return of equipment or 7 days after receipt, whichever is sooner. Based on a 20 day rental cycle, giving the renter 8 days free. These rentals do not qualify for the Early Bird Off-Rent option and only apply to items offered on daily terms.



Test Equipment Made Easy
CALIBRATION-SALES-RENTAL-ELECTRICAL SAFETY

7323 Tom Dr Baton Rouge, LA 70806
Phone: 800-353-3411 Fax: 225-927-0036

<https://jmtest.com/test-equipment-rental/>

Baton Rouge, LA - Alexandria, LA - Clute, TX - Odessa, TX - Port Arthur, TX
Mattoon, IL - San Angelo, TX - Berthold, ND - Mount Braddock, PA

Rental Quote #: **46034**

Date Quoted: **05/04/2023**

Customer Information **Ship to Address**

Company Name: **Austin Industrial**
Account Number: **2670.04**
Contact Name: **Brooks Thompson**
Phone Number: **(214)287-4742**
Email: **BThompson@Austin-Ind.com**

5210 N Main St
Baytown, TX 77521

Special Instructions:

Quote Information

Quoted By: **Gordon Rogers**
Phone: **800-353-3411 Ext. 3081**
Email: **rustyrogers@jmtest.com**

Payment Term:
Rental Term: **Monthly**
Need By Date: **05/08/2023**
Ship Via:

#	Manufacturer	Model	Description	Qty	Daily Each	Weekly Each	Monthly Each
1	JM TEST SYSTEMS	FITTING KIT	FITTING KIT, LOW AND HIGH PRESSURE HANDPUMPS	1	-	28.00	28.00
2	CRYSTAL ENGINEERING	2KPSIXP2I	GAUGE, TEST DIGITAL 2,000 PSI	1	-	80.00	132.00
3	ADDITEL	ADT901	HANDPUMP, PNEUMATIC -6 TO 6 PSI	1	-	50.00	83.00
Subtotal					0.00	158.00	243.00
Estimated Freight					245.00	245.00	245.00
Total					245.00	403.00	488.00

****Pricing showing in USD ****

Rental Terms **All Terms and Conditions Apply. Proposal does not include tax. Freight Prepay and Add.**
Monthly: Consists of a 28 day cycle.
Weekly: Consists of a 7 day cycle.
Daily: Billed upon return of equipment or 7 days after receipt, whichever is sooner. Based on a 20 day rental cycle, giving the renter 8 days free. These rentals do not qualify for the Early Bird Off-Rent option and only apply to items offered on daily terms.



HOURLY BILLING RATES

<u>Classification</u>	<u>S.T.</u>	<u>O.T.</u>	<u>Perdiem</u>
INSTRUMENTATION TECH	\$99.63	\$142.24	100.00

01. All labor shall be invoiced per the attached wage rates. These wage rates are inclusive of all wages, fringe benefits, payroll taxes and insurance, overhead and profit. Specialty PPE items are not included in our wage rates (ie. chemical suits, fresh air, 4 & 5 gas monitors etc.).
02. MMR employee will have the following PPE:
 - Hard hat
 - Safety glasses
 - Gloves
 - Hearing protection
 - Steel toe boots
 - Harness with lanyard
03. The straight time rates shall be invoiced for all work up to forty (40) hours per week. The time and one-half rates shall be invoiced for all work over forty (40) hours per week. Call outs are billable at a minimum of 4 hours. Employees who are transferred from other sites will be paid and billed overtime based on total hours worked with MMR that week. The double time rates (2x the ST rate) shall be invoiced for work performed on the following Holidays:
 - New Year's Day
 - Memorial Day
 - July 4th
 - Labor Day
 - Thanksgiving Day / Day after Thanksgiving
 - Christmas Day / Christmas Eve
04. Materials purchased by MMR, as directed by Owner, shall be invoiced at cost plus ten (10%) percent. Cost to include freight and taxes.
05. Any required third-party rentals shall be invoiced at cost plus ten (10%) percent. Cost to include freight, and maintenance.
06. Subcontractor costs to be invoices at cost plus ten (10%) percent.
07. Night shift is subject to a \$2/hr base wage increase with billable rates adjusted accordingly.
08. Any required MMR Owned equipment shall be invoiced per the attached equipment rental rates.
09. Supervisor will require a Truck and will be invoiced per the below rates.
10. MMR will invoice client daily per diem per the attached rate sheet for each day worked for



employees who reside outside a fifty (50) mile radius of the work site.

11. All gang boxes with small tools valued at less than \$1,500 each are included in the labor rates. MMR has attached a copy of MMR owned equipment rental rates for items valued over \$1,500 which are not included in the billing rates.
12. Contractor will be reimbursed for a minimum of two (2) hours, at the established rates, including a full days per diem, for personnel who are unable to work as scheduled due to inclement weather or plant interruptions outside MMR's control.
13. A minimum of five (5) hours will be charged for service calls.
14. All onboarding activities are to be reimbursed to MMR per the above billing rates. These include, but are not limited to:
 - Time spent during client orientation
 - Time spent during client safety training
 - Time spent performing background checks and drug screening

Cost associated with safety classes, background checks and drug screening will be reimbursed to MMR as a pass-through cost.

Equipment Rental Rates			
Downstream / Industrial Projects			
OFFICE EQUIPMENT	DAY	WEEK	MONTH
COMPUTER, & SOFTWARE	\$55	\$219	\$658
VEHICLES	DAY	WEEK	MONTH
TRUCK PICK-UP 1/2 TON	\$159	\$637	\$1,911

- 1) MMR's equipment rental rates are valid through 12/31/2023.
- 2) Equipment Rental rates include fuel and maintenance where applicable.
- 3) There shall be no time less than one (1) day.

Add Service GSU Fragnet	
	4/14/2023
Identify Salv Instrum Calibration Issues	X
Procure Instrum Tech & Tools to Calibrate	X X X X X X
Calibrate Equip & Program	X X X X X
Price Additional GSU Services Request	X X X X X
Submit Additional GSU Services Proposal	X X X X X
Client Review & Approve Proposal	
DB Team Procurement Start	
DB Team Install	
DB Team Test & Coordinate Prog	
DB Team Final Training	
	4/15/2023
	4/16/2023
	4/17/2023
	4/18/2023
	4/19/2023
	4/20/2023
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	8/9/2023
	8/10/2023
	8/11/2023
	8/12/2023
	8/13/2023

May 2023

Monthly Financial Report

Cash Situation

(in millions)

Gross cash balance at the end of month:	\$35.7
Less pending I&S liability:	(\$7.2)
Net unrestricted cash:	<u>\$28.5</u>
Minimum required cash :	\$7.1
Excess cash above minimum:	\$21.4

Unaudited Operations

Year to Date *(in millions)*

Revenues

Budget:	\$38.0
Actual:	\$36.9

Expense

Budget:	\$38.0
Actual:	\$29.4

(77% Spent at 75% of year)



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: June 14, 2023
Subject: Monthly Financial & Investment Reports

AGENDA ITEM DESCRIPTION:

Consideration of and possible acceptance of the May 2023 Investment and Financial Reports.

PURPOSE

To report to the Board of Trustees the year-to-date revenues and expenses for the college, comparison of revenues and expenses to budget, and the college's current cash balance.

FUNDING SOURCE:

N/A

PROPOSED MOTION:

Suggested motion: "I move the Board of Trustees accept the May 2023 Investment Report and the May 2023 Financial Reports."

BACKGROUND

The investment officer shall prepare and submit to the Board a written report of investment transactions for all funds covered by the PFIA under Education Code 51.0032 and Government Code 2256.023.

In accordance with COM policy CDA (LOCAL) – Periodic financial reports shall be submitted to the Board outlining the progress of the budget to that date and reporting on the status of all District funds and District accounts.

ATTACHMENTS

1. May 2023 Investment Discussion & Report
2. May 2023 Revenue & Expense Summary
3. May 2023 Expense by Division Report



INVESTMENT REPORT
For the Month Ended May 2023

Investment discussion:

College of the Mainland earned \$185,217 for the month of May on its short-term investments in TexPool & Logic for a total of \$1,234,127 investment interest earned fiscal year to date. The College earned an additional \$3, fiscal year to date, from interest-bearing checking accounts. In total, the College earned \$1,234,130 interest for the fiscal year to date period ending March: TexPool - \$868,603 Logic 20 – \$365,524 and TFB - \$3.

Investments in the TexPool & Logic investment pools remain more profitable than fixed rate certificate of deposits purchased at our depository bank. In addition, the investment pool provides more efficient liquidity than certificates of deposit, which are restricted to specific term lengths. Therefore, all investment funds remain in TexPool, Logic and interest earning checking accounts.

Investment Compliance Statement:

We provide reasonable assurance that the attached listing constitutes all investments currently owned by the College of the Mainland District as of the date indicated and that all these investments and investing procedures conform to the “Public Funds Investment Act” as amended by House Bill 2459 of the 74th Texas Legislature.

Furthermore, these same investments are in compliance with College of the Mainland’s investment policy and strategy as adopted by the College of the Mainland’s Board of Trustees.

A handwritten signature in blue ink, appearing to read 'Clen Burton', written over a horizontal line.

Clen Burton
Vice President of Fiscal Affairs
College of the Mainland

A handwritten signature in blue ink, appearing to read 'Trudy Trochesset', written over a horizontal line.

Trudy Trochesset
Controller
College of the Mainland

Unrestricted Fund (Unaudited)

Summary of Revenue

	<u>Current Actual</u>	<u>2022-23 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
Operating revenue						
Tuition-credit	(5,213,883)	(4,577,000)	636,883	114%	(4,938,015)	(275,868)
Tuition-non-credit	(413,836)	(1,176,000)	(762,164)	35%	(457,033)	43,197
Exemptions and waivers	1,258,566	1,248,000	(10,566)	101%	1,330,917	(72,351)
Registration fees	(2,420,096)	(2,016,000)	404,096	120%	(2,288,021)	(132,075)
Other fees	(160,025)	(154,000)	6,025	104%	(122,462)	(37,564)
Grant revenue	(133,106)	(152,000)	(18,894)	88%	(239,467)	106,361
Sales and service revenue	(37,575)	(995,000)	(957,425)	4%	(29,266)	(8,309)
Miscellaneous revenue	(919,245)	(269,000)	650,245	342%	(106,247)	(812,998)
TPEG transfer in/out	0	465,000	465,000	0%	0	0
<u>Totals for Operating revenue</u>	<u>(8,039,199)</u>	<u>(7,626,000)</u>	<u>413,199</u>	<u>105%</u>	<u>(6,849,593)</u>	<u>(1,189,606)</u>
Non-operating revenue						
State appropriation-Academic	(4,754,123)	(6,649,121)	(1,894,998)	72%	(4,754,123)	0
Property tax revenue	(22,769,725)	(23,751,572)	(981,847)	96%	(21,994,866)	(774,859)
Interest revenue	(867,794)	(450,000)	417,794	193%	(37,556)	(830,238)
FTZ reimbursement	(547,722)	(534,307)	13,415	103%	(357,062)	(190,659)
Renew & replace transfer out	0	1,011,000	1,011,000	0%	0	0
<u>Totals for Non-operating revenue</u>	<u>(28,939,363)</u>	<u>(30,374,000)</u>	<u>(1,434,637)</u>	<u>95%</u>	<u>(27,143,607)</u>	<u>(1,795,757)</u>
<u>Total Revenue</u>	<u>(36,978,562)</u>	<u>(38,000,000)</u>	<u>(1,021,438)</u>	<u>97%</u>	<u>(33,993,200)</u>	<u>(2,985,362)</u>

Unrestricted Fund (Unaudited)

Summary of Expense

	<u>Current Actual</u>	<u>2022-23 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
Salary and wages						
Faculty full-time	5,628,254	7,519,717	1,891,463	75%	5,465,458	162,796
Admin full-time	1,338,933	1,613,876	274,943	83%	1,234,461	104,472
Professional full-time	5,747,256	7,698,881	1,951,625	75%	5,394,682	352,574
Classified full-time	2,648,178	4,073,981	1,425,803	65%	1,228,016	1,420,162
Part-time	2,307,853	3,770,086	1,462,233	61%	1,950,815	357,038
Salary increase	0	570,000	570,000	0%	0	0
Vacancy savings	0	(1,923,260)	(1,923,260)	0%	0	0
<u>Totals for Salary and wages</u>	<u>17,670,473</u>	<u>23,323,281</u>	<u>5,652,808</u>	<u>76%</u>	<u>15,273,432</u>	<u>2,397,041</u>
Benefits						
Benefits	3,299,427	4,269,007	969,580	77%	3,212,555	86,872
<u>Totals for Benefits</u>	<u>3,299,427</u>	<u>4,269,007</u>	<u>969,580</u>	<u>77%</u>	<u>3,212,555</u>	<u>86,872</u>
Operating expenses						
Contract services	2,651,530	3,289,579	638,049	81%	2,364,016	287,514
Legal	4,035	25,020	20,985	16%	3,000	1,035
Operations	461,245	708,747	247,502	65%	302,381	158,863
Utilities and Rent	1,576,778	2,482,911	906,132	64%	1,489,834	86,945
Postage, printing, and supplies	810,909	1,333,421	522,512	61%	592,134	218,775
Bank fees	58,056	90,100	32,044	64%	70,673	(12,617)
Capital outlay & leases	107,936	56,503	(51,433)	191%	57,597	50,339
Insurance	2,175,471	1,986,477	(188,994)	110%	2,114,819	60,653
Public rel, marketing and advert	132,244	248,276	116,032	53%	65,724	66,519
Misc.	406,765	476,493	69,728	85%	386,100	20,664
Reimbursement from Others	0	(303,442)	(303,442)	0%	0	0
Arbitrage Payment	0	0	0	0%	(35,806)	35,806

Unrestricted Fund (Unaudited)

<u>Totals for Operating expenses</u>	<u>8,384,969</u>	<u>10,394,085</u>	<u>2,009,116</u>	<u>81%</u>	<u>7,410,473</u>	<u>974,496</u>
<u>Total Expense</u>	<u>29,354,869</u>	<u>37,986,373</u>	<u>8,631,505</u>	<u>77%</u>	<u>25,896,460</u>	<u>3,458,409</u>

Unrestricted Fund (Unaudited)

Summary of Fund Bal

	<u>Current Actual</u>	<u>2022-23 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
Salary and wages						
Faculty full-time	95,318	0	(95,318)	0%	0	95,318
<u>Totals for Salary and wages</u>	<u>95,318</u>	<u>0</u>	<u>(95,318)</u>	<u>0%</u>	<u>0</u>	<u>95,318</u>
Benefits						
Benefits	13,627	13,627	0	100%	0	13,627
<u>Totals for Benefits</u>	<u>13,627</u>	<u>13,627</u>	<u>0</u>	<u>100%</u>	<u>0</u>	<u>13,627</u>
Operating expenses						
Contract services	527,365	0	(527,365)	0%	262,247	265,118
Legal	5,619	0	(5,619)	0%	0	5,619
Operations	1,000	0	(1,000)	0%	16,725	(15,725)
Utilities and Rent	0	0	0	0%	520,135	(520,135)
Postage, printing, and supplies	364,564	0	(364,564)	0%	463,998	(99,434)
Capital outlay & leases	1,685,924	0	(1,685,924)	0%	387,959	1,297,965
Public rel, marketing and advert	162,117	0	(162,117)	0%	77,360	84,756
Misc.	24,239	0	(24,239)	0%	0	24,239
<u>Totals for Operating expenses</u>	<u>2,770,826</u>	<u>0</u>	<u>(2,770,826)</u>	<u>0%</u>	<u>1,728,424</u>	<u>1,042,403</u>
<u>Total Fund Bal</u>	<u>2,879,771</u>	<u>13,627</u>	<u>(2,866,144)</u>	<u>21133%</u>	<u>1,728,424</u>	<u>1,151,348</u>

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2022-23 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
<u>Expense by Division</u>						
<u>Summary for President</u>						
Board of Trustees	0	19,400	19,400	0%	716	(716)
Campus Police	497,412	758,914	261,502	66%	453,482	43,930
Gen Institution	273,132	315,090	41,958	87%	246,224	26,908
Information Technology Serv	1,822,311	2,349,252	526,941	78%	1,598,662	223,649
Internal Audit	80,501	150,000	69,499	54%	87,615	(7,114)
OPEAR	322,365	462,412	140,047	70%	332,084	(9,719)
Presidents Office	475,144	591,831	116,687	80%	453,376	21,768
Self Study SACS	14,825	13,500	(1,325)	110%	12,552	2,273
Staff Attorney	116,361	183,456	67,095	63%	129,816	(13,455)
Totals for President	<u>3,602,052</u>	<u>4,843,855</u>	<u>1,241,803</u>	<u>74%</u>	<u>3,314,528</u>	<u>287,524</u>
<u>Summary for VP Fiscal Affairs</u>						
Central Mail	98,442	185,901	87,459	53%	54,078	44,364
Custodial Services	215,652	327,959	112,306	66%	178,036	37,617
Facilities	4,407,249	4,639,359	232,111	95%	3,969,964	437,285
Financial Services	689,745	961,083	271,338	72%	520,719	169,026
Grounds	98,326	117,426	19,100	84%	62,730	35,596
Human Resources	560,534	707,974	147,440	79%	488,029	72,505
Purchasing	254,875	279,216	24,341	91%	212,113	42,763
Records Mgmt	21,220	20,952	(268)	101%	11,967	9,253
Reimbursement	0	(303,442)	(303,442)	0%	0	0
Salary Savings	0	(1,923,260)	(1,923,260)	0%	0	0
Staff Benefits	888,300	2,427,881	1,539,580	37%	603,229	285,071
Tax Admin	263,489	232,631	(30,858)	113%	179,378	84,111
Utilities	696,218	1,394,000	697,782	50%	605,216	91,002

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2022-23 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
Vehicle Operations	88,157	110,890	22,733	79%	76,605	11,552
VP College & Fin Svcs	163,255	203,140	39,885	80%	149,233	14,022
<u>Totals for VP Fiscal Affairs</u>	<u>8,445,463</u>	<u>9,381,709</u>	<u>936,245</u>	<u>90%</u>	<u>7,111,296</u>	<u>1,334,167</u>
<u>Summary for VP Institutional Advancement</u>						
COM Foundation Dept	96,873	116,500	19,628	83%	65,641	31,231
Marketing and Communications	601,197	901,839	300,641	67%	514,328	86,869
VP Institutional Advancement	468,974	566,723	97,749	83%	435,685	33,289
<u>Totals for VP Institutional Advancement</u>	<u>1,167,044</u>	<u>1,585,061</u>	<u>418,017</u>	<u>74%</u>	<u>1,015,654</u>	<u>151,389</u>
<u>Summary for VP Instruction</u>						
Acad Succ Re/Wr	811,927	861,587	49,659	94%	738,548	73,379
Accting-Credit	79,144	91,977	12,834	86%	74,893	4,250
Adm-C.I.D.T.	46,870	76,084	29,214	62%	26,877	19,993
Adm-Cont Ed	343,461	510,245	166,784	67%	235,206	108,255
Adm-Ind Tech	6,374	8,374	2,000	76%	6,366	8
Adm-Instruct	48,428	78,959	30,531	61%	27,344	21,084
Adm-Perf & Vis Arts	42,446	73,284	30,837	58%	30,150	12,296
Adm-Pub Svc Ed	90,280	119,905	29,625	75%	36,848	53,432
Adm-Science	40,810	70,112	29,302	58%	30,922	9,888
Adm-Soc Sci	57,883	80,747	22,864	72%	34,273	23,609
Adult Education	156,455	217,010	60,555	72%	135,414	21,041
Allied Health CE	77,249	262,780	185,531	29%	57,565	19,684
Art	207,790	253,445	45,655	82%	193,121	14,669
Art Gallery	750	5,750	5,000	13%	46,705	(45,955)
Biol & Nutrition	607,012	731,635	124,623	83%	566,234	40,778
Bus Ed-NonCR	2,100	2,100	0	100%	0	2,100
C.I.S.	79,502	92,704	13,203	86%	77,810	1,692
Chemistry	146,830	182,507	35,677	80%	136,313	10,518

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2022-23 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
Child Develop	62,771	72,721	9,950	86%	58,551	4,220
Cmnty Theater	274,314	392,992	118,678	70%	243,092	31,222
Collegiate H.S.-CR	124,026	155,743	31,717	80%	102,641	21,386
Cosmetology	560,236	708,254	148,018	79%	517,439	42,796
Criminal Justice	63,973	76,831	12,857	83%	62,279	1,695
Dean Cont Ed	128,682	144,777	16,095	89%	104,891	23,791
Dean Gen Ed	166,633	203,078	36,446	82%	122,901	43,731
Dental Hygiene	66,607	9,200	(57,407)	724%	0	66,607
Distance Ed	285,076	415,746	130,670	69%	357,090	(72,013)
Drafting	71,828	78,456	6,628	92%	62,455	9,373
Dual Credit Dept	118,713	149,310	30,597	80%	107,319	11,394
Economics	68,672	81,864	13,192	84%	69,739	(1,066)
EMS-Credit	240,332	273,272	32,940	88%	218,919	21,413
Engineering	15,381	1,997	(13,384)	770%	0	15,381
Fire Tech	301,762	320,137	18,375	94%	216,961	84,801
Firearms Acad	71,360	41,546	(29,813)	172%	49,776	21,583
Foreign Lang	56,020	68,178	12,158	82%	57,013	(993)
Gen Bus-Credit	207,957	213,982	6,025	97%	161,764	46,193
Geology	64,664	90,233	25,568	72%	60,547	4,118
Government	289,296	340,061	50,766	85%	281,454	7,841
Graphic Arts	114,065	127,513	13,448	89%	90,741	23,324
Health and PE Credit	124,333	147,815	23,481	84%	123,126	1,208
Health Info Mgmt	171,700	278,188	106,487	62%	152,345	19,355
Hist & Geog	261,614	297,565	35,951	88%	246,414	15,200
Humanities	155,440	233,508	78,068	67%	194,214	(38,774)
Instr Tech Department	172,113	247,906	75,793	69%	118,104	54,009
Instr Tech Lab Mgrs	20,917	134,559	113,642	16%	33,778	(12,861)
Law Enforcement	60,778	97,156	36,378	63%	77,658	(16,880)

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2022-23 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
Law Enforcemnt-NonCR	71,301	40,600	(30,701)	176%	61,307	9,994
LC Ctr Admin	2,060	20,856	18,796	10%	3,960	(1,900)
Library	582,651	702,267	119,615	83%	440,088	142,563
Management	18,622	18,622	0	100%	13,918	4,704
Massage Therapy	16,703	23,255	6,552	72%	13,405	3,298
Math	653,071	792,640	139,569	82%	646,565	6,506
Medical Assistant	71,162	100,408	29,246	71%	63,694	7,469
Music	277,842	309,499	31,657	90%	243,566	34,277
Networking	84,474	97,323	12,849	87%	72,573	11,901
Nursing Administration	1,663,067	804,886	(858,181)	207%	173,381	1,489,686
Nursing-AD	560	1,131,386	1,130,827	0%	983,656	(983,097)
Nursing-VN	0	286,178	286,178	0%	241,870	(241,870)
Pharmacy Tech	75,890	95,656	19,766	79%	72,604	3,286
Philosophy	40,345	21,719	(18,626)	186%	34,925	5,420
Physics	94,285	110,417	16,132	85%	113,674	(19,389)
Process Tech	358,650	608,872	250,222	59%	361,212	(2,562)
Prof Develop Acad	366	9,000	8,634	4%	2,156	(1,790)
Psychology	294,512	362,449	67,937	81%	309,537	(15,024)
Radiography	2,148	2,035	(113)	106%	0	2,148
Safety-CR	82,991	82,704	(287)	100%	73,385	9,607
Senior Adult Dept	200,682	281,848	81,166	71%	173,883	26,799
Social Science Non CR	28,517	67,916	39,399	42%	29,731	(1,215)
Sociology	22,563	76,306	53,743	30%	61,200	(38,637)
Speaking,Reading,Writing	312,718	539,301	226,583	58%	339,577	(26,859)
Theater Arts-Credit	85,860	78,325	(7,535)	110%	87,932	(2,072)
Thermal Tech-NonCR	96,550	111,162	14,612	87%	81,954	14,597
VP Instruction	292,718	1,359,761	1,067,043	22%	352,498	(59,780)
Welding-Cred	375,130	507,083	131,953	74%	369,129	6,002

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2022-23 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
<u>Totals for VP Instruction</u>	<u>12,970,014</u>	<u>17,764,266</u>	<u>4,794,252</u>	<u>73%</u>	<u>11,767,181</u>	<u>1,202,833</u>
<u>Summary for VP of Instruction</u>						
Allied Health Admin	8,803	12,174	3,371	72%	8,078	726
CE-CAN Program	28,157	34,366	6,208	82%	30,990	(2,832)
CE-CPR	3,416	3,626	210	94%	389	3,027
CE-Dental	8,003	16,159	8,157	50%	10,399	(2,396)
Nursing - BSN	0	0	0	0%	0	0
Program Development	174,522	271,809	97,287	64%	82,734	91,788
<u>Totals for VP of Instruction</u>	<u>222,901</u>	<u>338,134</u>	<u>115,233</u>	<u>66%</u>	<u>132,589</u>	<u>90,312</u>
<u>Summary for VP Student Services</u>						
Admissions	248,942	306,428	57,485	81%	216,480	32,463
Advise Center	463,689	676,671	212,981	69%	510,908	(47,219)
Career & Placement	67,561	123,753	56,192	55%	84,444	(16,884)
Enrollment Mgmt	54,268	74,098	19,829	73%	81,735	(27,467)
Facilities & Student Recreat	72,012	116,316	44,304	62%	71,902	111
Judicial Affairs	171,036	212,185	41,149	81%	139,555	31,481
Multicultural Department	14,231	12,500	(1,731)	114%	11,300	2,931
Recruitment	482,654	634,813	152,159	76%	315,617	167,037
Stu Financial Svcs	468,333	605,714	137,381	77%	365,368	102,965
Stu Organizations	268,436	335,221	66,785	80%	206,312	62,124
Student Graduation	51,840	74,080	22,240	70%	41,508	10,332
Svcs-Disab Students	31,626	40,819	9,193	77%	18,852	12,775
Testing	221,872	371,336	149,465	60%	166,693	55,178
Title V Grant	0	0	0	0%	27	(27)
Veteran Affairs	115,713	181,029	65,315	64%	129,962	(14,248)
VP Student Services	215,181	308,387	93,206	70%	194,550	20,631
<u>Totals for VP Student Services</u>	<u>2,947,394</u>	<u>4,073,348</u>	<u>1,125,953</u>	<u>72%</u>	<u>2,555,212</u>	<u>392,183</u>

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2022-23 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
<u>Totals for Expense</u>	<u>29,354,869</u>	<u>37,986,373</u>	<u>8,631,505</u>	<u>77%</u>	<u>25,896,460</u>	<u>3,458,409</u>
<u>Fund Bal by Division</u>						
<u>Summary for VP Fiscal Affairs</u>						
Fund Balance - Academic Support	5,625	0	(5,625)	0%	12,980	(7,355)
Fund Balance - Institutional Support	974,203	0	(974,203)	0%	1,081,105	(106,902)
Fund Balance - Instruction	247,990	13,627	(234,363)	1820%	367,435	(119,445)
Fund Balance - Oper & Maint	1,545,906	0	(1,545,906)	0%	88,214	1,457,693
Fund Balance - Student Services	106,048	0	(106,048)	0%	178,691	(72,643)
<u>Totals for VP Fiscal Affairs</u>	<u>2,879,771</u>	<u>13,627</u>	<u>(2,866,144)</u>	<u>21133%</u>	<u>1,728,424</u>	<u>1,151,348</u>
<u>Totals for Fund Bal</u>	<u>2,879,771</u>	<u>13,627</u>	<u>(2,866,144)</u>	<u>21133%</u>	<u>1,728,424</u>	<u>1,151,348</u>
<u>Totals for Report</u>	<u>32,234,640</u>	<u>38,000,000</u>	<u>5,765,360</u>		<u>27,624,883</u>	<u>4,609,757</u>



MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: June 16, 2023
Subject: May 2023 Quarterly Investment Report

AGENDA ITEM DESCRIPTION:

Consideration of and possible acceptance of the May 2023 Quarterly Investment Report.

PURPOSE

To report to the Board of Trustees the College's current cash balance. To report to the Board of Trustees the quarterly investments for the College.

FUNDING SOURCE:

N/A

PROPOSED MOTION:

Suggested motion: "I move the Board of Trustees accept the May 2023 Investment Quarterly Report."

BACKGROUND

The investment officer shall prepare and submit to the Board a written report of investment transactions for all funds covered by the PFIA under Education Code 51.0032 and Government Code 2256.023.

In accordance with COM policy CDA (LOCAL) – Periodic financial reports shall be submitted to the Board outlining the progress of the budget to that date and reporting on the status of all District funds and District accounts.

ATTACHMENTS

1. May 2023 Quarterly Investment Report



Quarterly Summary of Investments

Quarter Ending	COM Fund	Type	Beginning Book Balance	Beginning Market Value	Deposits	Withdrawals	Ending Book Balance	Ending Market Value
May 2023	11	TexPool-Operating	\$ 43,669,652	\$ 43,669,652	\$ 475,582	\$ 8,400,000	\$ 35,745,234	\$ 35,745,234
	41	TexPool-Moody	27,217	27,217	332	-	27,549	27,549
	46	Logic Bond 2020	8,562,284	8,562,284	91,487	2,285,499	6,368,272	6,368,272
Total investments all funds for quarter:			<u>\$ 52,259,153</u>	<u>\$ 52,259,153</u>	<u>\$ 567,401</u>	<u>\$ 10,685,499</u>	<u>\$ 42,141,055</u>	<u>\$ 42,141,055</u>

I certify that the attached listing constitutes all investments currently owned by the College of the Mainland District as of the date indicated and all of these investments and investing procedures conform to the "Public Funds Investment Act" as amended by House Bill 2459 of the 74th Texas Legislature. Furthermore, these same investments are in compliance with the College of the Mainland's Investment Policy and Strategy as adopted by the College of the Mainland's Board of Trustees.

Clen Burton
Vice President of Fiscal Affairs

Trudy Trochesse
Controller



PRESIDENT'S OFFICE

Board Report

Presenter: Board Chair

A. Miscellaneous Updates



PRESIDENT'S OFFICE

President's Report

Presenter: Dr. Warren Nichols

A. Updates

1. Update on Architect Selection Process
2. Overview of Foundation Scholarships Awarded 2022-2023

B. Reminders/Announcements

1. Board Meetings
 - a. July 2023 – Monday, July 24th, 1:30 p.m.
 - b. August 2023 – Monday, August 28th, 1:30 p.m.
 - c. September 2023 – Monday, September 25th, 1:30 p.m.
2. Campus 4th of July Celebration – Thursday, June 29th, Noon
3. BOT Budget Workshop, Friday, July 14th, 9:00 a.m.
4. Fall Graduation - Saturday, December 16th, Abundant Life

C. Resignations and Retirement Report

D. Miscellaneous Updates

To: Dr. Warren Nichols, President, College of the Mainland (COM)

From: Lockwood, Andrews & Newnam (LAN)

Date: June 20, 2023

Re: Information Update - Architect Selection Process

RFQ 23-18 for Architect & Engineering was issued 3/28/23. Fifteen (15) firms submitted responses to the RFQ. LAN evaluated the RFQ responses and recommended seven (7) firms move on to the interview phase.

The interview committee met on June 13, 2023 and consisted of the following individuals:

Dr. Bill McGarvey, Board Chair
Don Gartman, Board Member Position 7
Dr. Warren Nichols, COM President
Dr. Jerry Fliger, COM VP of Instruction
Dr. Clen Burton, COM VP of Fiscal Affairs
Chris Brasher, COM Staff Attorney
Bo Bacon, COM Director of Facility Services
JP Grom, LAN
Paula Drnevich, LAN
C.W. Scheibe, LAN
Sonja Blinka, Director of Purchasing

After the seven firms were interviewed, the committee recommended selecting all seven firms to be included in COM's architect pool. The firms recommended for the pool are:

- a. For Large Projects:
 1. Cannon
 2. Kirksey
 3. PBK
 4. Shepley Bulfinch
- b. For Small Projects:
 1. Joiner
 2. RDLR

The selection committee will meet on June 22, 2023 to determine architect assignments for the projects scheduled to begin design in the next few months. Once the committee has assigned the projects, LAN will request proposals from the selected architects.

COM will then negotiate contracts with the selected firms and bring the final contracts to the Board of Trustee's July 2023 meeting for approval.

CW Scheibe

C.W. Scheibe
Program Manager, LAN
cwscheibe@lan-inc.com
mobile: (972) 890-3002



PRESIDENT'S OFFICE

MEMO

To: Dr. Warren Nichols

From: Dr. Lisa Watson

Date: June 14, 2022

Subject: BOT Agenda Item

Dr. Lisa Watson will present to the Board of Trustees, an overview of Foundation scholarships awarded during 2022 – 2023.



Foundation Scholarships 2022–2023 Overview

Presented by Lisa Watson - VP, Inst. Adv./Exec Dir, COM Foundation



Impact Report

2022-2023

FUNDS AWARDED

Fund Type	Students Awarded	Funds Awarded
Traditional Scholarships	746	\$707,498.23
Promise Scholarships	198	\$254,747.14
CARES/Covid Student Financial Assistance	619	\$634,101.81
Student Emergency Aid	39	\$22,692.83
Minority Serving Institution (MSI) Funds	42	\$19,892.86
Total	1,644	\$1,638,932.87



"Coming from a family that values education, being able to continue my college career is very important to me. This scholarship will help me to pursue my goal of becoming a college graduate and moving on to accomplish many other goals."

Mikayla Gray



"This scholarship is important to me and my family. It is a weight that has been lifted off my shoulders, and the deepest breath of fresh air I have taken in a long time."

Jacob Hernandez

Student Impact

201

Number of
Associate
Degrees
Received

75

Number of
Certificates
Received

4

Number of
Bachelor
Degrees
Received

Questions?



PRESIDENT'S OFFICE

Resignations & Retirements

Last Name	First Name	Position	Hire Date	Last Date of Work	Termination Reason
Bickham	Jacob	Police Officer	05/01/2023	05/26/2023	Resignation
Heffel	James	Faculty Doctoral	09/26/1991	05/31/2023	Retirement
Butler	Doris	Administrative Assistant V	08/19/2013	05/31/2023	Termination
Lewis	Marion	Barber Faculty	09/01/2020	05/31/2023	Resignation
Nolte	Lauren	STEM Success Coach	01/10/2022	06/07/2023	Resignation
Remollino	Steven	Faculty Masters	01/13/2003	06/13/2023	Retirement
Tate	Christian	Shipping & Receiving Clerk	10/13/2021	06/19/2023	Resignation
Arenas	Robert	TRIO – SSS Program Coordinator	09/01/2007	06/30/2023	Retirement
Burton	Clayton	VP for Fiscal Affairs	02/15/2015	07/31/2023	Resignation



PRESIDENT'S OFFICE

Executive Session

If, during the course of the meeting covered by this Notice, the Board should determine that a closed or executive meeting or session of the Board should be held or is required in relation to any items included in this Notice, then such closed or executive meeting or session as authorized by Section 551.001 et seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour and place given in this Notice or as soon after the commencement of the meeting covered by the Notice as the Board may conveniently meet in such closed or executive meeting or session concerning any and all subjects and for any and all purposes permitted by Sections 551.071, inclusive, of the Open Meetings Act, including, but not limited to:

Section 551.071 – For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.

Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property.

Section 551.073 – For the purpose of considering a negotiated contract for a prospective gift or donation.

Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.

Section 551.076 – To consider the deployment, or specific occasions for implementation, of security personnel or devices.

Section 551.082 – For the purpose of considering discipline of a student or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.

Section 551.084 – For the purpose of excluding a witness or witnesses from a hearing during examination of another witness.

Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in such closed or executive meeting or session, then such final action, final decision, or final vote shall be at either:

- A. The open meeting covered by this Notice upon the reconvening of the public meeting, or
- B. At a subsequent public meeting of the Board upon notice thereof, as the Board shall determine.



PRESIDENT'S OFFICE

Possible Action on Agenda Items, Including Closed Session Matters

Consideration of and Possible Action on any items discussed in closed session.